



# City of West Allis

## Meeting Agenda

### Community Development Authority

Tuesday, September 9, 2025

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. [25-0294](#) July 22, 2025 (draft minutes)

Attachments: [July 22, 2025 \(draft minutes\)](#)

#### D. MATTERS FOR DISCUSSION/ACTION

2. [25-0318](#) Discussion on a proposal from Habitat for Humanity for 6901 W. Beloit Road.
3. [25-0319](#) 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. 1502 - S.B. Friedman \(9-9-25\)](#)  
[SB Friedman - Scope of Service](#)

4. [25-0320](#) Resolution to amend a professional services contract with Lutheran Social Services for work related to the Family Self Sufficiency Program.

Attachments: [CDA Res. No. 1503 - Lutheran Social Services - Amendment \(9-9-25\)](#)  
[CDA approved resolution FSS contract budget 2025](#)  
[West Allis FSS Scope & Grant Non Grant Budget FY25](#)

5. [25-0321](#) Resolution authorizing the Executive Director to prepare a Project Plan for Tax Increment District Number 21 Plan for S. 92 St. and Greenfield Ave.

Attachments: [CDA Res. No. 1504 - Project Plan for TIF 21 \(9-9-25\)](#)

6. [25-0322](#) Discussion regarding a Proposed TIF Plan Amendment for Tax Increment District #7 and the dissolution of Tax Increment District Number #6 Lime Pit and Tax Increment District #13 Home Juice.

7. [25-0323](#) Resolution authorizing the Executive to prepare an amendment to Tax Increment Finance District Number 7 – Summit Place and to allow for donations of increment from Tax Increment Finance District Number 7- Summit Place to Tax Incremental District Number 6 -S. 67th St. and W. Becher Place Light Industrial Park and Tax Incremental Finance District Number 13 – Former Home Juice Area.
- Attachments:** [CDA Res. No. 1505 - Amend TIF 7 \(9-9-25\)](#)
8. [25-0325](#) Resolution to approve a professional services contract with Ehlers for the preparation of a TIF Plan, Tax Increment District Number 21 and amendments to Tax Increment District Number #7.
- Attachments:** [CDA Res. No. 1506 - Ehlers - TIF 21 & Amendments to TIF 7 \( 9-9-25\)](#)
9. [25-0326](#) Resolution to approve a Purchase Agreement between the Community Development Authority of the City of West Allis and Seth E. Dizard, ESQ., for the properties at 6500 W. Washington St., 13\*\* S. 65th St., 11\*\* S. 64th St., and 11\*\* S. 65th St, formerly portions of the Motor Castings Company.
- Attachments:** [CDA Res. No. 1507 - Purchase Agreement \(9-9-25\)](#)  
[Real Estate Purchase Agreement \(9-9-25\)](#)  
[Real Estate Purchase Agreement \(9-9-25\) Revised](#)
10. [25-0327](#) Discussion on the Foundry District Pedestrian Trail.
11. [25-0328](#) Discussion regarding 6771 W. National Ave.
12. [25-0329](#) Proposed additional development on Lot 3 and Lot 4 within Six Points Farmers Market Redevelopment area.
13. [25-0330](#) Discussion on the Makers Row development.
14. [25-0331](#) Discussion on the Allis-Yards Redevelopment.

15. [25-0012](#) 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. Chr. Hansen 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 5-14 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, September 9, 2025, 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, July 22, 2025

6:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

#### REGULAR MEETING (draft minutes)

#### A. CALL TO ORDER

*The meeting was called to order at 6:01 p.m.*

#### B. ROLL CALL

**Present** 4 - Gerald C. Matter, Michael Suter, Martin J. Weigel, Wayne Clark  
**Excused** 3 - Danna Kuehn, Richard Badger, Thomas Medley

#### Others Attending

Linda Spice, Milwaukee Business Journal  
Jason Kaczmarek, Finance Director/Comptroller

#### Staff

Patrick Schloss, Economic Development, Executive Director  
Shaun Mueller, Economic Development, Development Project Manager

#### C. APPROVAL OF MINUTES

1. [25-0275](#) June 10, 2025 (draft minutes)

**Attachments:** [June 10, 2025 \(draft minutes\)](#)

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

#### D. MATTERS FOR DISCUSSION/ACTION

2. [25-0277](#) Resolution to approve a Letter of Intent for the former Motor Castings properties, 6500 W. Washington St. (Tax Key No. 439-0001-037), 13\*\* S. 65 St. (Tax Key No. 439-9004-000), 1200 S. 65 St. (Tax Key No. 439-0108-001) and 11\*\* S. 64 St. (Tax Key No. 439-0088-000).

**Attachments:** [CDA Res. No. 1499 - Letter of Intent - Motorcastings](#)

[CDA Res. No. 1499 - Letter of Intent - Motorcastings \(AS AMENDED\) \(7-22-25\) signed](#)

*Patrick Schloss outlined the agreement on the Letter of Intent for the former Motor Castings site, and outlined the parameters in closed session. The funding source would be TIF 7, subject to Joint Review Board approval.*

*Following discussion in Closed Session, this item was approved as amended.*

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

**Aye:** 4 - Matter, Suter, Weigel, Clark

**No:** 0

3. [25-0278](#) Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc. for remedial planning assistance at 6500 W. Washington St. (Tax Key No. 439-0001-037), 13\*\* S. 65 St. (Tax Key No. 439-9004-000), 1200 S. 65 St. (Tax Key No. 439-0108-001) and 11\*\* S. 64 St. (Tax Key No. 439-0088-000).

**Attachments:** [CDA Res. No. 1500 - Ramboll - Motor Castings \(7-22-25\)](#)  
[CDA Res. No. 1500 - Ramboll - Motor Castings \(7-22-25\) signed](#)  
[REH Estimate-Phase 1-2 6500 Washington-West Allis WI 01 13 2025](#)

*Patrick Schloss stated this item is relative to item number two, and outlined the funding source and items to be covered by the scope of service.*

*Ald. Weigel inquired whether this needed to be sole sourced out, and received confirmation that staff has already done that process.*

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

**Aye:** 4 - Matter, Suter, Weigel, Clark

**No:** 0

4. [25-0279](#) Resolution to approve the First 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 Street.

**Attachments:** [CDA Res. No. 1501 - 1st Amendment - Renaissance 7.22.25](#)  
[CDA Res. No. 1501 - 1st Amendment - Renaissance \(7-22-25\) signed](#)  
[First Amendment to Bond Indenture - Renaissance Faire II LLC](#)

*Patrick Schloss provided an overview dating back to 2012 and explained the current bond negotiations. All aspects are guaranteed by Joel Lee from the Renaissance Center, with no impact to the CDA or the City. This item is simply approving the extension of the maturity date.*

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

**Aye:** 4 - Matter, Suter, Weigel, Clark

**No:** 0

5. [25-0280](#) Discussion on Allis Yards Redevelopment at S. 70th and W. Washington St.

**This item was discussed in Closed Session.**

6. [25-0281](#) Discussion on 922 S. 70th St. (former Poblocki Sign Building).

*Patrick Schloss had shared a communication with the Committee regarding this property and the potential purchase from the WI Department of Transportation. We have been in contact with the Governor, Secretary of Transportation and the State Representatives, each one stating they have reached out to the WI Department of Transportation. There has been no formal meeting to discuss the Corridor and what*

*WIDOT's overall plans are for the property. Further details were presented and outlined regarding the impact of this purchase on our city development.*

*Wayne Clark inquired what the impact would be to the developer, and was advised that they do not want storage items, electrical items viewed.*

*Ald. Weigel stated he routinely gets calls inquiring on properties and for the WIDOT has made to effort to reach out or communicate any of their intentions. The day they purchase this property the property will be removed from our tax roll and sit unused for four years. There are many other viable options for purchase that wouldn't have such a negative impact on our community.*

*Wayne Clark further inquired if the developer has backed out of this viable corner, and was advised that it was an international group that had already submitted an application for occupancy which appears to not be moving forward due to this lost opportunity.*

*Ald. Weigel commented that we've been in discussions for the McKinley Park and WIDOT plans to use the building for storage and the property would always be off the tax roll.*

**This matter was Discussed in Open Session.**

7. [25-0282](#) Discussion regarding SONA, Makers Row, redevelopment activities.

**This item was discussed in Closed Session.**

8. [25-0012](#) 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
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- k. W. National Ave. Corridor
- l. Motor Castings Site – 1323 S. 65 St.
- m. 116th & Morgan Ave.

*Ald. Weigel inquired on the status of the St. Al's property and was advised that demolition has been started, with the item on the Plan Commission Agenda of July 23, 2025.*

*At 6:26 p.m., a motion was made by Ald. Weigel, seconded by Clark to go into closed session to discuss items #2-7 on the agenda.*

*Patrick Schloss stated item #2 is relative to negotiations, purchase price and strategy. Item #5 & #7 is to discuss items relative to the development agreement and negotiation.*

*Following the discussion of these items in closed session, the committee reconvened in open session at 6:57 p.m.*

## E. ADJOURNMENT

*There being no further business to come before the Authority a motion was made by Ald. Weigel, seconded by Clark to adjourn at 7:05 p.m.*



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COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1502  
DATE ADOPTED: September 9, 2025

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, Resolution 1252, adopted October 10, 2017, Resolution 1461, adopted August 15, 2023, Resolution 1472, adopted on March 12, 2024, Resolution 1482, adopted August 20, 2024, 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 (Allis Yards, Makers Row, and 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

July 28, 2025

Mr. Patrick Schloss  
Economic Development Executive Director  
Community Development Authority of the City of West Allis  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214

**Re: Financial Deal Review Services - Amended Proceed Order #17**

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, LLC (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 prior 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 on 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	\$486	Senior Associate	\$240
Partner/SVP	\$353	Associate	\$212
Vice President	\$302	Research Associate	\$193
Senior Project Manager	\$294	Editor/Intern/Support	\$124
Project Manager	\$275		

These rates will be in effect until July 1, 2026. 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](mailto: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.

Although SB Friedman is registered with the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor, we will not be recommending an action to you as the municipal entity or to any obligated person under MSRB rules. The information and material provided in our deliverables is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The information and material provided in the deliverables will be provided for discussion purposes, and you or any obligated person should discuss any information and material contained in the Report with any and all internal or external advisors and experts that you or any such obligated person deem appropriate before acting on the information or material set forth in the deliverables. Unless otherwise agreed, we are not acting as a municipal advisor to you or any obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you or any obligated person with respect to the information and material contained in the deliverables.

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. The deliverables should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverables nor their 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 deliverables 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: 1503  
DATE ADOPTED: September 9, 2025

Resolution to amend a professional services contract with Lutheran Social Services for work related to the Family Self Sufficiency Program.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) serves as the administrator of 466 vouchers under the Housing Choice Voucher Program and 172 vouchers under the Veterans Affairs Supportive Housing (VASH) Program, both of which provide rent assistance to income-qualifying individuals; and,

WHEREAS, the Authority approved a contract with Lutheran Social Services under resolution 1491 to provide professional services to support the Family Self-Sufficiency (FSS); and,

WHEREAS, the FSS Program will be funded through an FSS grant and administrative fees generated by servicing current rent assistance vouchers and from the Administrative Fee Reserve account.

WHEREAS, the Executive Director recommends entering a sole source professional services contract with Lutheran Social Services to implement the FSS Program, as outlined in Attachment A – Scope of Services and Attachment B – Budget.

WHEREAS, the total cost of the contract shall not exceed \$143,000, with funds allocated from a HUD grant for FSS and additional funds from the e specifically to support the Housing Choice Voucher and VASH programs administrative reserve fund.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby amends a professional services contract with Lutheran Social Services for work related to the Family Self Sufficiency Program.

BE IT FURTHER RESOLVED by the Authority it approves the allocation of up to \$143,000 from the HUD FSS Grant and Administrative Fee Reserve to fund the Family Self-Sufficiency Program.

BE IT FURTHER RESOLVED that the Authority authorizes the Executive Director to enter a sole source contract with Lutheran Social Services in accordance with the terms outlined in Attachment A and Attachment B.

BE IT FURTHER RESOLVED that the Executive Director is further authorized to take all actions necessary to implement and administer the Family Self-Sufficiency Program in accordance with HUD requirements.

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

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1491  
DATE ADOPTED: March 5, 2025

Resolution to consider a professional service sole source contract with Lutheran Social Services to provide service coordination of a Family Self- Sufficiency Program as part of the Housing Choice Voucher Program and Veterans Affairs Supportive Housing programs in the amount of \$110,000.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”), serves as the administrator of 466 voucher of the Housing Choice Voucher Program and 172 Veterans Affairs Supporting Housing (VASH) Programs that provide rent assistance to income qualifying individuals;

WHEREAS, the Housing Choice Voucher Program and VASH are funded annually by a grant contract from the Housing and Urban Development (HUD);

WHEREAS, under the Housing Choice Voucher Program and VASH, HUD is requiring the implementation of a Family Self-Sufficiency (FSS) Program in which case management is provided to participating individuals to help improve life skills and provide economic assistance to enhance an individual's position;

WHEREAS, the FSS program has a goal to provide FSS coordination for 30 or more individuals;

WHEREAS, an FSS program would be funded through the administrative fees generated by servicing current rent assistance vouchers and administrative fee reserve account.

WHEREAS, the Executive Director is recommending a professional sole source contract with Lutheran Social Services per the scope of services hereby attached as Attachment A – Scope of Services and per the budget hereby Attachment B – Budget.

WHEREAS, the funding for the contract with Lutheran Social Services would be supported by an allocation of funds from the Administrative Fee Reserve for the Voucher program.

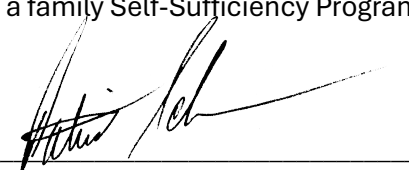
NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. Resolution to consider a professional service sole contract with Lutheran Social Services to provide service coordination of a Family Self-Sufficiency Program as part of the Housing Choice Voucher and Veterans Supportive Housing programs in the amount of \$110,000.
2. WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”), services as the administrator of 466 vouchers of Housing Choice Voucher Program and 172 Veterans Affairs Supportive Housing (VASH) Programs that provide rent assistance to income qualifying individuals;

3. WHEREAS, the Housing Choice Voucher Program and VASH are funded annually by a grant contract from Housing and Urban Development (HUD);
4. WHEREAS, under the Housing Choice Voucher Program and VASH, HUD is requiring the implementation of a Family Self-Sufficiency Program (FSS) in which case management is provided to participating individuals to help improve life skills and provide economic assistance to enhance an individual's position;
5. WHEREAS, the FSS program has a goal to provide FSS coordination for 30 or more individuals;
6. WHEREAS, A FSS program would be funded through the administrative reserve fees generated by servicing current rent assistance vouchers and administrative fee reserve account.
7. WHEREAS, the Executive Director is recommending a professional sole source contract with Lutheran Social Services per the scope of services hereby attached as Attachment A – Scope of Services and per the budget hereby attached Attachment B – Budget.
8. WHEREAS, the funding for the contract with Lutheran Social Services would be:

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 Assignment and Assumption Agreement and Amendment, including any and all attachments, exhibits, addendums and amendment, 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, or his designee, be and is hereby authorized and directed to enter into a professional service contract up to \$110,000 with Lutheran Social Services to provide service coordination of a family Self-Sufficiency Program.

Approved:   
Patrick Schloss, Executive Director



**Lutheran Social Services of WI & Upper MI, Inc.**  
**West Allist Housing Authority - FSS Coordinator**

**Direct Expenses**

**Positions/Salaries**

FSS Coordinator	\$52,000
Supervisor/Manager/Quality Assurance	<u>\$13,817</u>
<b>Total Salaries</b>	<u><b>\$65,817</b></u>

Fringe Benefits	\$20,370
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Communication Costs	\$1,150
Training, Memberships, Professional Activity	\$3,500
Insurance and Indemnification	\$2,145
Publication and Printing Costs	\$100
Material and Supplies-Specific to SC	\$550
Small Equipment/Hardware/Software	\$1,120
Travel	\$600
Audit Fees	\$1,035
Direct Business Services (Billing/CM Software Support)	<u>\$1,827</u>
<b>Subtotal Direct Expenses</b>	<u><b>\$98,214</b></u>

**Indirect Expenses**

General & Administrative	<u>\$11,786</u>
<b>Total Expenses</b>	<u><b>\$110,000</b></u>

City of West Allis  
Community Development Authority  
7525 W. Greenfield Avenue  
West Allis, WI 53214

RE: Lutheran Social Services of Wisconsin and Upper Michigan Family Self Sufficiency Scope of Services

Lutheran Social Services of Wisconsin and Upper Michigan (LSS) has provided social services to individuals in need since 1882. Our residential and housing programs provide housing and necessary supportive services to tenants, with the purpose of building vibrant communities that contribute to the greater good of the individuals and families served. Our continued partnership in 2025 with the City of West Allis and the Family Self-Sufficiency (FSS) program further support's LSS's understanding, that supportive housing programs positively impact social determinants of health. Below is a description of FSS programming provided by LSS, and the associated marketing and case management to help families increase their earnings and build financial capability and assets.

### **Scope of Services**

LSS will continue its partnership with the City of West Allis to operate an FSS Program in accordance with the City's FY25 FSS Grant Award and current FSS programming. This program will support the program's goals establish by HUD, to support participants in achieving their current and future goals.

LSS will provide an FSS Program Coordinator at 1.0 FTE and 0.1 FTE of Program Supervision to help participants make measurable progress toward economic security and reduce the need for welfare programs and rental assistance. We provide our program staff with ongoing training to guide the coordinator about new approaches or techniques and stay informed of program regulations. Trainings may be conducted internally at LSS, remotely via a webinar or virtual conference, and may include attendance at local, regional, and/or national conferences. Trainings are approved by LSS leadership and within the approved contract budget prior to enrollment and attendance. Travel, accommodations, and per diem associated with attendance at in person trainings and conferences are included in consideration of attendance, and apart of the reimbursable training costs associated with the FSS Program.

The FSS Program Coordinator will function as the integral front-line staff responsible for the implementation and operation of the City of West Allis Housing Authority FSS Program:

Responsibilities of the FSS Coordinator include:

- Marketing and recruiting West Allis Housing Choice Voucher (HCV) participants. The FSS coordinator will proactively market the FSS program to potential participants through an establish marketing plan. In addition, LSS will require the FSS coordinator to host, minimally, a quarterly marketing/outreach event to promote the FSS program.
- Assessing interest and motivation to participate in the FSS program and conduct program enrollment.
- Establish participant goals, formalize, support, and monitor participant's Individual Training and Services Plan (ITSP), and complete Contract of Participation (CoP).
- Support participants in increasing income and achieving goals such as homeownership, education, job training, financial literacy, and health and wellness. Support participants in job

searching, job placement, employment retention and career development and advancement. Provide ongoing monitoring of participant progress and success.

- Connect and build relationships with employers, service providers, and community partners to ensure participants receive quality referrals as associated with their goals and ITSP.
- Support the City of West Allis Housing Authority's Program Coordinating Committee (PCC). The FSS coordinator will support making and maintaining relationships within the PCC and new members to the PCC, coordinate ongoing PCC meetings, provide programmatic updates at PCC meetings, and utilize the PCC to coordinate services per the FSS Action Plan.
- Maintain and support the escrow accounts and support escrow disbursement approvals.
- Review and determine participant graduations.
- Maintain accurate and detailed files, required program documents, and records associated with all interactions with participants.
- Coordinate with the City of West Allis regularly to connect on program operations, required participant data, and complete all necessary HUD reporting requirements, outcomes, and documentation to ensure program compliance.

LSS will support HUD's FSS regulations, and the Action Plan established for the City of West Allis's FSS program, to include grant required participant metrics and caseload size. Enrollment in the FSS program is voluntary to current HCV participants. The services and scope of work identified above will establish an effective program infrastructure to promote the success of the program participants.

### **Annual Budget**


The City of West Allis will reimburse LSS monthly for both grant eligible and non-grant eligible expenses associated with the operation of the FSS program. The rate of compensation will be inclusive in covering costs of the FSS Coordinator, overhead, supervision, onboarding and continuing education of the FSS Coordinator. LSS will email invoices to the City of West Allis no later than the 25<sup>th</sup> day of the month following the month in which the services are provided. The City of West Allis shall have 30 days from receiving the invoice to pay the invoice.

By signature below the parties hereby agree to the scope of services above.

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

LUTHERAN SOCIAL SERVICES OF WISCONSIN AND UPPER MICHIGAN

By:  Dennis Hanson Title Vice President Date: 2/4/2025

**Lutheran Social Services of WI & Upper MI, Inc.**  
**2025 FSS City of West Allis Grant Budget**

<b>FSS Eligible Expenses</b>	<i>Year 1</i>
<b>Positions/Salaries</b>	<b>Annual - Year 1</b>
HUD Srvc Coord (1.0FTE)	\$ 58,240.00
<b>Total Salaries</b>	\$ 58,240.00
<b>Fringe Benefits</b>	\$ 20,384.00
<b>Training, Memberships, Professional Activiity</b>	\$ 16,439.00
<b>Total FSS Eligible Funds</b>	<b>\$ 95,063.00</b>
<b>Additional Expenses (non eligible program expenses)</b>	
Communication Costs	\$ 1,150.00
Insurance and Indemnification	\$ 2,145.00
Material and Supplies	\$ 550.00
Publication and Printing	\$ 100.00
Small Equipment/Hardware/Software	\$ 1,120.00
Travel (between sites/community needs)	\$ 600.00
Recruiting (1x)	\$ 2,100.00
LSS Supervision/Quality Assurance + Fringe Benefits	\$ 21,147.00
Audit Fees	\$ 1,035.00
Direct Supportive Services (Billing, IT Direct Support)	\$ 1,827.00
<b>Subtotal Direct Expenses</b>	<b>\$ 31,774.00</b>
<b>Indirect Expenses</b>	
Business Support Services	\$ 17,123.00
<b>Total Additional Expenses</b>	<b>\$ 48,897.00</b>
<b>TOTAL BUDGET</b>	<b>\$ 143,960.00</b>

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1504  
DATE ADOPTED: September 9, 2025

Resolution authorizing the Executive Director to prepare a Project Plan for Tax Increment Finance District Number 21 located at S. 92 St. and Greenfield Ave.

WHEREAS, the City of West Allis has identified an opportunity to promote economic development and revitalization at the intersection of South 92nd Street and Greenfield Ave.; and

WHEREAS, the creation of a Tax Increment Finance District (TID) is a strategic tool to stimulate private investment, improve infrastructure, and enhance the overall vitality of the area; and

WHEREAS, the preparation of a Tax Increment District Project Plan is a necessary step in the process of establishing a TID under Wisconsin Statutes Section 66.1105; and

WHEREAS, the Executive Director of Economic Development is best positioned to lead the preparation of the Project Plan in coordination with City staff, consultants, and stakeholders.

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

1. The Executive Director is hereby authorized and directed to prepare a Project Plan for proposed Tax Increment Finance District Number 21, encompassing the area generally located at South 92nd St. and Greenfield Ave.
2. The Project Plan shall include a detailed description of the boundaries, proposed public improvements, estimated project costs, financing methods, and anticipated private development.
3. The Executive Director is further authorized to engage with relevant City departments, property owners, and consultants as necessary to complete the Project Plan.
4. Upon completion, the Project Plan shall be submitted to the appropriate bodies for review, public hearing, and formal adoption in accordance with applicable state statutes.

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

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1505  
DATE ADOPTED: September 9, 2025

Resolution authorizing the Executive to prepare an amendment to Tax Increment Finance District Number 7 – Summit Place and to allow for donations increment from Tax Increment Finance District Number 7- Summit Place to Tax Incremental District Number Finance 6 -S. 67<sup>th</sup> St. and W. Becher Place Light Industrial Park and Tax Incremental Finance District Number 13 – Former Home Juice Area.

WHEREAS, Tax Increment Finance District Number 7 – Summit Place (TID 7), adopted in 2004 has generated and is projected to continue generating positive tax increment beyond what is needed to meet its current financial obligations; and,

WHEREAS, Wisconsin Statutes Section 66.1105(2) permits the use of positive increment for ½ mile from the designated boundaries of a TIF.

WHEREAS, Staff is recommending using a portion of positive increment for the acquisition of blighted land that is adjacent to the designated boundaries of the TID 7 in the amount up to \$880,000; and,

WHEREAS, Tax Increment Finance District Number 6 – S. 67<sup>th</sup> St. and W. Becher Place Light Industrial Park (TID 6) and Tax Increment Finance District Number 13 – Former Home Juice Area (TID 13) are both in need of additional financial support to complete eligible project costs and fulfill their redevelopment objectives; and,

WHEREAS, Wisconsin Statutes Section 66.1105(6)(f)1. allows for the transfer of positive increment from one TID to another, provided that the recipient districts are within the same municipality and the transfer is authorized through an approved project plan amendment; and,

WHEREAS, the donation of increment from TID 7 to TID 6 and TID 13 will support the City's broader economic and redevelopment goals by enabling the completion of infrastructure improvements, environmental remediation, and site preparation activities critical to the success of both districts; and,

WHEREAS, the preparation of an amendment to the TID 7 Project Plan is necessary to authorize such donations and ensure compliance with statutory requirements; and,

WHEREAS, staff is recommending an amendment be drafted authorizing the TID 7 Project Plan increment provide donations to TIF 6 and TID 13.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis hereby authorizes the Executive Director to prepare an amendment to Tax Increment District Number 7 – Summit Place, and to allow for the donation of increment from Tax Increment District Number 7 – Summit Place to Tax Increment Finance District Number 6 – S. 67<sup>th</sup> St. and W. Becher Place Light Industrial Park, and Tax Increment Finance District Number 13 – Former Home Juice Area.

Be It Further Resolved, the amendment shall include provisions to ½ mile improvements and to allow for the donation of excess increment from TID 7 to:

1. A portion of positive increment for the acquisition of blighted land that is adjacent to the designated boundaries of the TID 7 in the amount up to \$880,000.
2. Tax Increment Finance District Number 6 – S. 67<sup>th</sup> Street and W. Becher Place Light Industrial Park; and

3. Tax Increment Finance District Number 13 – Former Home Juice Area.

Be it Further Resolved, the Executive Director is further authorized to coordinate with City staff, financial advisors, and legal counsel to ensure the amendment complies with all applicable statutory requirements and financial best practices.

Upon completion, the amended Project Plan shall be submitted for review and approval by the appropriate bodies, including a Joint Review Board and a public hearing, in accordance with Wisconsin Statutes Section 66.1105.

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

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1506  
DATE ADOPTED: September 9, 2025

Resolution approving a professional services contract with Ehlers and Associates, Inc. for the preparation of plan for Tax Increment Finance District Number 21 for the area of 92<sup>nd</sup> and Greenfield Avenue Ave. and amendments to Tax Increment Finance District Number #7 – Summit Place.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") manages all Tax Increment Finance Districts ("TIF Districts"); and,

WHEREAS, Ehlers & Associates, Inc. is under contract as the City's Financial Advisor; and,

WHEREAS, Economic Development and the Finance Department are seeking review of the City's current and potential future TIF District options; and,

WHEREAS, it is necessary to enter into a professional services contract to provide technical expert advice for strategic planning relative to the City's Tax Increment Finance Districts.

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

1. That the Executive Director, Director of Finance, or their designee, is hereby authorized and directed to execute a professional services contract with Ehlers and Associates, Inc. for the preparation of plan for Tax Increment District Number 21 for the area of 92<sup>nd</sup> and Greenfield Avenue amendments to Tax Increment District Number #7 – Summit Place.
2. That the sum of up to \$18,000 be hereby appropriated from Tax Increment Finance District No. 21 - 92<sup>nd</sup> and Greenfield Avenue Plan.
3. That the sum of up to \$12,500 be hereby appropriated from Tax Increment Finance District No. 7 - Summit Place.
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 the amended sole source 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



COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1507  
DATE ADOPTED: September 9, 2025

Resolution to approve a Purchase Agreement between the Community Development Authority of the City of West Allis and Seth E. Dizard, ESQ., for the properties at 6500 W. Washington St., 13\*\* S. 65<sup>th</sup> St., 11\*\* S. 64<sup>th</sup> St., and 11\*\* S. 65<sup>th</sup> ST, formerly portions of the Motor Castings Company.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) is a public body corporate and politic, organized and existing under the provisions of Section 66.1335 of the Wisconsin Statutes, with the authority to acquire real property for the purpose of eliminating blight and promoting redevelopment within the City of West Allis; and,

WHEREAS, Motor Castings Company, a Wisconsin corporation (the “Company”), is the owner of certain real property located within the City of West Allis described 6500 W. Washington St. (Tax Key No. 439-0001-037), 13\*\* S. 65 St. (Tax Key No. 439-9004-000), 1200 S. 65 St. (Tax Key No. 439-0108-001) and 11\*\* S. 64 St. (Tax Key No. 439-0088-000 (the “Property”), which has been determined by the Authority to be blighted and in need of redevelopment; and,

WHEREAS, on January 18, 2024, the Milwaukee County Circuit Court appointed Seth E. Dizard, Esq., as Receiver for the Company pursuant to Chapter 128 of the Wisconsin Statutes in Case No. 2024CV000364 (the “Receivership Proceedings”); and

WHEREAS, pursuant to Wisconsin Statutes § 128.19(1), title to the Property has vested in the Receiver, who is authorized to sell the Property subject to Court approval; and,

WHEREAS, the Authority has negotiated a Real Estate Purchase Agreement (the “Agreement”) with the Receiver for the purchase of the Property, under terms and conditions that support the Authority’s mission of blight elimination and community redevelopment; and,

WHEREAS, the Executive Director recommends that the acquisition of the Property is in the public interest and will further the goals of revitalization, economic development, and neighborhood improvement within the City of West Allis.

WHEREAS, the acquisition price of \$800,000 be allocated from Tax Increment Finance District Number 7 – Summit Place.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby approves a Purchase Agreement between the Authority and Seth E. Dizard, ESQ., for the Motor Castings Company.

BE IT FURTHER RESOLVED that the Authority hereby approves the Real Estate Purchase Agreement between the Authority and Seth E. Dizard, Esq., as Receiver of Motor Castings Company, hereto attached as Exhibit A.

BE IT FURTHER RESOLVED that he Executive Director of the Authority is hereby authorized and directed to execute the Agreement on behalf of the Authority, subject to such minor modifications as may be approved by legal counsel.

Be IT FURTHER RESOLVED the City Attorney, and the Executive Director is further authorized to take all actions necessary or appropriate to carry out the intent of this Resolution, including but not limited to obtaining Court approval of the sale, completing due diligence, and closing on the acquisition of the Property.

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

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_ 2025 (the “**Effective Date**”), by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (“**Purchaser**”), and **SETH E. DIZARD, ESQ.**, as Wis. Stats. Chapter 128 Receiver (the “**Receiver**”) of **MOTOR CASTINGS COMPANY**, a Wisconsin corporation (the “**Company**”).

### RECITALS

- A. On January 18, 2024, the Receiver was appointed receiver for the Company under the provisions of Chapter 128 of the Wisconsin Statutes by the Circuit Court (the “**Court**”) for Milwaukee County, Wisconsin, Case No. 2024CV000364 (the “**Receivership Proceedings**”).
- B. Purchaser is the Community Development Authority of the City of West Allis, organized and authorized to act under Sec. 66.1335, Wis. Stats. for the purpose of blight elimination and having found the real estate of the Company so blighted, has agreed to purchase the real estate of the Company, title to which has been vested in the Receiver pursuant to Wisconsin Statutes section 128.19(1), under the terms and conditions set forth below.

### AGREEMENTS

In consideration of the foregoing recitals and the mutual agreements which follow, the parties agree as follows:

- 1. Assets to be Purchased. Subject to the terms and conditions set forth in this Agreement, Purchaser agrees to purchase and the Receiver agrees to sell to Purchaser at Closing (as defined below) the real estate described on Schedule 1 attached hereto (the “**Real Estate**”), including (i) all buildings, permanent fixtures, appurtenances, and improvements of every kind and nature situated on, in, or under the Real Estate, (ii) all unexpired warranties, guaranties and bonds, including without limitation, contractors’ and manufacturers’ warranties or guaranties relating to the Real Estate, if any, to the extent assignable, and (iii) all site plans, surveys, soil and substance studies, architectural drawings, plans and specifications, engineering, electrical and mechanical plans and studies, floor plans, landscape plans, environmental assessment reports, engineering, structural or physical inspection reports, appraisals and other plans and studies of any kind, in Company’s possession or control, relating to the Real Estate, if any (collectively with the Real Estate, the “**Purchased Assets**”). All the Purchased Assets shall be transferred by the Receiver to Purchaser free and clear of all security interests, claims, judgments, monetary liens, and monetary encumbrances (collectively, “**Liens**”).
- 2. Excluded Assets. Notwithstanding any other provisions of this Agreement, the Purchased Assets shall not include the assets of the Company or the Receiver used in conjunction with the Real Estate, which are identified on Schedule 2 attached hereto (collectively, the “**Excluded Assets**”).
- 3. Document Delivery. To the extent within the possession and control of the Receiver, the Company or its agents, the Receiver will deliver to the Purchaser, within fifteen (15) days of the Effective Date, the following documents: environmental studies, including but not limited to Phase I and Phase II Site Investigations and remedial action plans or options, wetland delineation studies, geotechnical reports, site and engineering plans, existing surveys, covenants and restrictions, current title insurance policy, and current property leases.

4. Purchase Price and Payment.

- (a) Amount. 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 Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the "**Purchase Price**").
- (b) Payment Terms. Purchaser shall pay the Purchase Price less the Deposit to Receiver via wire transfer of immediately available funds at Closing.
- (c) Transfer Taxes. Except as provided herein, all transfer, documentary, sales, use, stamp, registration and such other similar taxes and recording, filing and other similar fees (including penalties and interest) incurred in connection with this Agreement or as a result of the conveyance of the Purchased Assets by the Receiver to Purchaser shall be paid by Purchaser when due, and Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all such taxes and fees, and if required by applicable law, the Receiver will join in the execution of any such tax returns and other documentation. Notwithstanding the foregoing, the Receiver agrees to be responsible for payment of real estate transfer taxes at Closing.
- (d) Real Estate and Personal Property Taxes. Real estate and personal property taxes for the Purchased Assets shall be prorated at Closing by allocating such taxes on a per diem basis with the Receiver receiving a credit for any such taxes paid in advance for any period after the Closing Date and with Purchaser receiving a credit for the period prior to and including the Closing Date for which such taxes have not been paid. In the event tax bills for the current year's taxes are not available on the Closing Date, taxes shall be prorated based upon the tax bills for the previous year and increased or decreased based upon any known increase or decrease in the assessed valuation or millage rate. The parties agree to have final utility readings as of Closing with the Receiver responsible for the utilities, and including any unpaid charges or fees owed to the City of West Allis, up to the Closing Date and Purchaser responsible for the utilities beginning on the Closing Date.
- (e) Special Assessments. At Closing, the Receiver shall be responsible for payment of special assessments only if they satisfy all the following criteria: (i) levied, (ii) for work actually commenced as of the Effective Date of this Agreement, and (iii) payable to the taxing authority as of Closing. Purchaser shall be responsible for the payment of all other special assessments. As used herein, "levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.
- (f) Deposit. Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit Fifty Thousand and No/100 Dollars (\$50,000.00) by wire transfer or a check made payable to the order of the Title Company (the "**Deposit**"). The Deposit shall be held in a non-interest-bearing account. The Deposit shall be applied to the Purchase Price at Closing. In the event this Agreement is terminated pursuant to Sections 13(a), 13(b) or 13(d), the Receiver shall return the Deposit to Purchaser within two (2) business days of such termination. In the event this Agreement is terminated pursuant to Section 13(c), the Receiver may keep the Deposit as liquidated damages, which shall be the Receiver's sole and exclusive remedy, and Purchaser shall have no further obligations to the Receiver or rights under this Agreement.

5. Closing. The closing of the transactions contemplated by this Agreement ("**Closing**") shall take place within ten (10) business days after the entry of the Sale Order (as defined below) by the Court

(the “**Closing Date**”) either through electronic means or at the offices of the Receiver. The Closing Date may be extended by the Receiver and the Purchaser without prior approval of the Court.

6. Deliveries at Closing.

(a) Receiver Deliveries. At Closing, the Receiver shall deliver to Purchaser the following:

- (i) A quit claim deed in the form of Exhibit A attached hereto, conveying title to the Real Estate to Purchaser, duly executed by the Receiver (the “**Deed**”);
- (ii) A revised Title Commitment (as defined below) increasing the amount of insurance to an amount equal to the Purchase Price;
- (iii) A closing statement setting forth all prorations and credits;
- (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 pursuant to this Agreement (the “**Sale Order**”); and
- (v) Such other documents as may be reasonably required by Purchaser or the Title Company for the purpose of facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

(b) Purchaser Deliveries. At Closing, Purchaser shall deliver to the Receiver the following:

- (i) Purchase Price less the Deposit;
- (ii) A closing statement setting forth all prorations and credits; and
- (iii) Such other documents as may be reasonably required for the purpose of facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

7. Conditions Precedent to Closing.

(a) Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated herein is subject to the satisfaction, as of Closing, of the following conditions (unless waived by Purchaser in writing):

- (i) Accuracy of Representations and Warranties. The representations and warranties of the Receiver contained herein shall be true and correct in all material respects on the date hereof and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.
- (ii) Performance of Agreements. The Receiver shall have performed in all material respects the covenants, obligations and agreements of the Receiver contained in this Agreement.
- (iii) Inspection. Purchaser having completed a satisfactory inspection, in its sole discretion, of the Real Estate (including, but not limited to, any leases, contracts and other agreements provided pursuant to Section 3 of this Agreement, property inspection, environmental matters, title, survey, governmental approvals, and financial feasibility); provided that this condition precedent shall be deemed

irrevocably satisfied upon the earlier of (i) the date that is sixty (60) days following the Effective Date of this Agreement or (ii) Purchaser's waiver of such inspection rights (the "**Inspection Period**"). Notwithstanding the foregoing, Purchaser shall have the option to extend the Inspection Period for two (2) additional periods of sixty (60) days each; provided that upon the exercise of each such option to extend the Inspection Period, Purchaser shall deposit with the Title Company Ten Thousand and No/100 Dollars (\$10,000.00) as an addition to the Deposit, but said additional deposit(s) shall be non-refundable. During the Inspection Period, Purchaser and its agents and independent contractors shall have, at all reasonable times, the right to go upon the Real Estate and, at Purchaser's sole cost, expense, and risk, to inspect, examine, appraise, test and survey the Real Estate, to investigate the zoning and physical status thereof, to determine compliance with applicable governmental laws and to review leases and contracts. Purchaser agrees to keep any and all inspections of the Purchased Assets (and results therefrom) in strict confidence and shall not disclose the same to outside parties other than to its lenders, principals, and professionals on a need-to-know basis only, or as otherwise required by law. Except as noted herein, in the event that, as a result of Purchaser's, or its agents', employees', invitees' or contractors' actions, any damage occurs to the Purchased Assets, then Purchaser shall promptly repair such damage, at Purchaser's sole cost and expense, so as to reasonably return the Purchased Assets to substantially the same condition as it existed prior to such damage.

- (iv) Maintenance. Receiver having maintained the Real Estate prior to Closing in substantially the same condition as of the date of this Agreement. Unless otherwise provided for herein, Receiver shall not enter into any new contracts or leases affecting the Real Estate without Purchaser's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.
- (b) Conditions Precedent to Obligations of Receiver. The obligation of the Receiver to consummate the transactions contemplated herein is subject to the satisfaction, as of Closing, of the following conditions (unless expressly waived by the Receiver in writing):
  - (i) Accuracy of Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true and correct in all respects on the date hereof and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.
  - (ii) Performance of Agreements. Purchaser shall have performed in all respects the covenants, obligations and agreements of Purchaser contained in this Agreement.
- (c) Conditions Precedent to Obligations of the Parties. The respective obligations of the parties to consummate the transactions contemplated herein are subject to the satisfaction, as of Closing, of the following conditions (unless expressly waived by the Receiver and Purchaser in writing):
  - (i) No Injunction. No preliminary or permanent injunction or other order or decree issued by any federal, state, local, municipal, governmental or quasi-governmental authority or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits any of the transactions contemplated by this Agreement.
  - (ii) Sale Order. The entry of the Sale Order by the Court in the Receivership

Proceedings.

8. Representations and Warranties of the Receiver. The Receiver warrants and represents to Purchaser that the statements contained in this Section 8 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date.
  - (a) Power and Authority. The Receiver is the duly appointed Chapter 128 receiver for the Company and has the power and authority to execute and deliver this Agreement and, upon entry of Sale Order, will have the power and authority to consummate the transactions provided for herein.
  - (b) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by the Receiver and constitutes a valid and legal binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.
9. Representations and Warranties of Purchaser. Purchaser warrants and represents to the Receiver that the statements contained in this Section 9 are true, correct and complete as of the date of this Agreement and shall be true, correct and complete as of the Closing Date.
  - (a) Power. Purchaser is duly organized and validly existing under the laws of its state of organization and has the power to own its property and carry on its business.
  - (b) Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by action of the Community Development Authority of the City of West Allis dated September 9, 2025, Resolution No. \_\_\_\_\_. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, result in a breach of, or constitute a default under the terms or conditions of Purchaser's entity documents and agreements, any court or administrative order or process to which Purchaser is a party, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.
  - (c) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.
  - (d) No Contingencies. Following the satisfaction or waiver of Purchaser's due diligence under Section 7(a)(iii) of this Agreement, the transaction contemplated by this Agreement shall not be subject to financing, due diligence, third-party consent or any other contingencies other than the Court's entry of the Sale Order.

10. Limitations on Representations and Warranties.

- (a) AS-IS Sale. Purchaser further acknowledges and agrees that the Purchased Assets are being conveyed by the Receiver “AS IS, WHERE IS” with all faults and, except as expressly set forth in this Agreement, including the representations and warranties contained in Section 8 of this Agreement, the Receiver makes no other express or implied representations or warranties of any kind, including, without limitation, no representations or warranties as to the condition, merchantability, or fitness for a particular purpose of the Purchased Assets, the income derived or potentially to be derived from the Purchased Assets, or the expenses incurred or potentially to be incurred in connection with the Purchased Assets. Purchaser further acknowledges that in purchasing the Purchased Assets, Purchaser is relying solely upon the personal inspections, investigations and tests made of the Purchased Assets by the Purchaser, its employees, agents, consultants, and contractors to satisfy Purchaser as to the acceptability of the Purchased Assets. Purchaser hereby acknowledges and agrees that the Purchase Price reflects Purchaser’s consent to assume all responsibility for all conditions associated with the Purchased Assets. The Receiver is exempt from the requirements of Wis. Stats. Chapter 709 and will not be providing a Real Estate Condition Report or Seller Disclosure Report to Purchaser, and Purchaser waives any right to receive such report.
- (b) Receiver’s Status. Purchaser acknowledges and agrees that the Receiver is a party to this transaction only as a Wis. Stats. Chapter 128 Receiver of the Company and not in his personal capacity, and that Receiver shall have no personal liability under this Agreement for any act or omission taken or omitted in good faith by the Receiver in relation to the Company, this Agreement, any related document or any transaction contemplated hereby or thereby.
- (c) Indemnification of Receiver. Purchaser shall indemnify, defend and hold Receiver harmless from and against any demand, claim, damage, liability, loss, cost or expense incurred that is caused by or resulting from the activities of Purchaser or its agents or representatives (including interest, penalties, costs of preparation and investigation and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors), whether or not involving a third-party claim, arising out of or with respect to the Purchased Assets (including Purchaser’s investigation of the same) or the use of the Purchased Assets from and after the Closing Date.

11. Title Matters. Within fifteen (15) days of the execution of this Agreement, the Receiver shall deliver to Purchaser, with respect to the Real Estate, the Title Commitment (as defined below), at the Receiver’s expense. For purposes of this Agreement, “**Title Commitment**” means a commitment for an owner’s policy of title insurance in the amount of the Purchase Price allocated to the Real Estate on a current ALTA form, with legible copies of all documents cited or raised as exceptions, issued by Knight Barry Title Inc. (hereinafter the “**Title Company**”) for issuance to Purchaser of an ALTA 2006 form Owner’s title insurance policy (hereinafter “**Title Policy**”) with respect to the Real Estate, showing Purchaser to be the owner of good and marketable fee simple title with respect to the Real Estate. The Receiver will provide to the Title Company only the Sale Order necessary to release Liens encumbering the Real Estate but is under no obligation to remove any other exceptions to title shown on the Title Commitment or to provide any further documentation to the Title Company. Purchaser is acquiring the Real Estate on an AS-IS, WHERE-IS basis and without representations and warranties of any kind, so any additional coverage desired by Purchaser under the Title Policy must be obtained by Purchaser at its sole cost and expense and without obligation of the Receiver. The Receiver and Purchaser shall split equally the escrow closing fee.

12. Sale Hearing; Procedures.

- (a) Sale Motion. Upon Purchaser's waiver or satisfaction of all its due diligence, including its inspection contingency that follows the Inspection Period in Section 7(a)(iii), the Receiver shall file a motion in the Receivership Proceedings seeking Court approval of this Agreement (the "**Sale Motion**").
- (b) Sale Hearing. The Receiver shall use his best efforts to obtain the Sale Order at the hearing on the Sale Motion (the "**Sale Hearing**"); provided, however, that the Receiver reserves the right to continue marketing the Purchased Assets in accordance with Section 12(c) below.
- (c) Procedures. Purchaser acknowledges and agrees that the Receiver has the duty to present to the Court for approval the highest offer he receives for the Purchased Assets. Until the conclusion of the Auction, as defined below, the Receiver shall have the right to continue to solicit offers from parties for the Purchased Assets as provided in this paragraph. If, on or before 5:00 p.m., Central Time, two (2) business days prior to the Sale Hearing (the "**Bid Deadline**"), any party other than Purchaser presents the Receiver with a higher offer in writing for the Purchased Assets which exceeds the Purchase Price offered by Purchaser by not less than Fifty Thousand and No/100 Dollars (\$50,000.00) and (i) such offer contains terms and conditions the same as, or substantially similar to, those in this Agreement, (ii) the competing purchaser provides such evidence as may be reasonably acceptable to the Receiver that the competing purchaser has the financial ability to immediately close the acquisition of the Purchased Assets, (iii) the competing purchaser shall have deposited with the Receiver a cash deposit in an amount not less than the Deposit, and (iv) executed an agreement substantially similar to this Agreement (collectively, a "**Qualified Bidder**"), with no contingencies other than Court approval of the transaction, the Receiver has the right to withdraw acceptance of this Agreement and to inform Purchaser of the higher offer. Purchaser shall then have the right to increase Purchaser's offer for the Purchased Assets. All Qualified Bidders of the Purchased Assets shall thereafter each be given the opportunity to increase their respective offers, at minimum bid increments as reasonably determined by the Receiver until no further offers are received (the "**Auction**"). The Auction shall take place no later than one (1) business day before the Sale Hearing. The Receiver shall not hold an Auction if no Qualified Bidder submits a bid in accordance with this paragraph on or before the Bid Deadline. At the conclusion of the Auction, the Receiver shall designate the successful bidder of the Purchased Assets. The Receiver agrees not to accept any bids for the Purchased Assets after the conclusion of the Auction. In the event an Auction occurs, the opening bid for the Auction shall be the amount of the highest offer received prior to the Auction (whether Purchaser or other Qualified Bidders). The Auction shall end once no Qualified Bidder is willing or able to submit a bid higher than the highest and best bid received at the Auction. If Purchaser shall be the successful bidder at the Auction, then Purchaser and the Receiver shall, upon entry of the Sale Order, proceed to Closing in accordance with the terms of this Agreement, except that the Purchase Price shall be the amount set forth in said Sale Order. If, in the absence of a material default by Purchaser, the Receiver closes on the sale of substantially all of the Purchased Assets to a Qualified Bidder other than Purchaser, then, (i) this Agreement shall be deemed terminated and the Receiver shall promptly refund the Deposit to Purchaser, and (ii) so long as Purchaser represents to the Court at the Sale Hearing that Purchaser remains ready, willing and able to close pursuant to the terms of this Agreement, and the contemplated alternative transaction closes and funds, then Purchaser shall receive from the proceeds of such sale a break-up fee equal to fifty percent (50%) of the increase from the Purchase Price in this Agreement to the Purchase Price set



forth in the Sale Order.

13. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement and the transactions contemplated hereby may be terminated in writing as follows:

- (a) By mutual written consent of the Receiver and Purchaser, signed by both parties;
- (b) By Purchaser if (i) any of the conditions precedent set forth in section 7(a) have not been satisfied in all material respects or (ii) the Receiver fails to make any of the deliveries set forth in section 6(a);
- (c) By the Receiver if (i) any of the conditions precedent set forth in section 7(b) have not been satisfied or (ii) Purchaser fails to make any of the deliveries set forth in section 6(b); or
- (d) By Purchaser or the Receiver if any of the conditions precedent set forth in section 7(c) have not been satisfied as of the Closing Date.

14. Miscellaneous.

- (a) Amendment and Severability. This Agreement may only be amended by a written agreement of the Receiver and Purchaser. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is thought to be invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby. This Agreement shall not be construed against the drafter hereof.
- (b) Assignment. Purchaser may assign and transfer this Agreement and Purchaser's rights and obligations hereunder to any entity controlled by or under common control with Purchaser. The Receiver may not assign or transfer this Agreement or the Receiver's rights hereunder without the prior written consent of Purchaser.
- (c) Governing Law. This Agreement shall be governed by and subject to the laws of the State of Wisconsin.
- (d) Waiver. The failure of the Receiver or Purchaser to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.
- (e) Notices. Any notice to be given hereunder shall be deemed sufficient if in writing and sent by U.S. mail, delivered or transmitted by e-mail and each such notice shall be addressed as follows; such notices shall be deemed given when mailed, delivered, or transmitted by email:

in the case of the  
Receiver, to:

Seth E. Dizard, Esq.  
O'Neil, Cannon Hollman DeJong & Laing S.C.  
111 East Wisconsin Avenue, Suite 1400  
Milwaukee, Wisconsin 53202-4807  
Email: [seth.dizard@wilaw.com](mailto:seth.dizard@wilaw.com)

and in case of  
Purchaser, to:

Community Development Authority of the City of West Allis

7525 W. Greenfield Avenue  
West Allis, WI 53214  
Attn: Patrick Schloss  
Email: [pschloss@westalliswi.gov](mailto:pschloss@westalliswi.gov)

with a copy to: Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attn: Bruce A. Keyes  
Email: [bkeyes@foley.com](mailto:bkeyes@foley.com)

- (f) Exclusive Jurisdiction. The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. In all claims, actions, classes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the Court, and the parties hereby consent to the jurisdiction of the Court.
- (g) Access to Records. Purchaser shall preserve and maintain all books and records (in whatever form) related to the Purchased Assets and provide Receiver and his respective agents reasonable access to such records (with the right to inspect and make copies of such books and records) from the Closing Date until twelve (12) months after the Closing Date. If Purchaser intends to destroy or alter any books or records more than twelve (12) months after the Closing Date, Purchaser shall provide Receiver with thirty (30) days prior written notice.
- (h) Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- (i) Counterparts. This Agreement may be executed in counterparts and by different parties on separate counterpart signature pages, each of which constitutes an original and all of which taken together constitute one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.
- (j) Further Assurances. From and after the date of this Agreement, the parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
- (k) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (l) Conversion. In the event Purchaser converts the use of the Real Estate, Purchaser shall be solely liable for all liens, assessments, penalties, and the like in association with such a conversion, and Purchaser shall indemnify, defend, and hold Receiver and Company harmless from and against any claims in association with a lien, assessment, penalty, or the like imposed for the conversion. The covenant provided for by this provision shall survive Closing.

- (m) Brokers. Each of the parties agrees that neither has dealt with any real estate broker, real estate agent or finder in connection with this transaction other than JLL for the Receiver and CBRE for the Purchaser. At Closing, the Receiver shall pay JLL a commission pursuant to a separate agreement, and JLL will, pursuant to a separate arrangement with CBRE, share that commission with CBRE.
- (n) Attorneys' Fees. In the event the Receiver is required to take legal action to enforce the provisions of the Agreement, Purchaser shall pay the Receiver's attorneys' fees and expenses incurred in any such action.

*[Signatures on following page]*

The parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

**MOTOR CASTINGS COMPANY,**  
a Wisconsin corporation

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

PURCHASER:

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

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

**SCHEDULE 1**  
**REAL ESTATE**

Parcel 1:

Parcel 1 of Certified Survey Map No. 7450, a redivision of Parcels 1 and 2 of Certified Survey Map No. 7426, being a part of the Northeast  $\frac{1}{4}$ , Southeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  and Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Tax Key No.: 439-0001-037  
Address: 6500 W. Washington Street

Parcel 2:

Lots 19 to 45 and all, except the West 40 feet, of Lot 18, in Block 12 in Second Continuation of Soldiers Home Heights Subdivision in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

ALSO:

All that part of Lot 1, in Block 1, in Assessor's Plat No. 270, being a part of the Southwest  $\frac{1}{4}$  of Section 34, and a part of the Southeast  $\frac{1}{4}$  of Section 34, and a part of the Northeast  $\frac{1}{4}$  of Section 34, and a part of the Southwest  $\frac{1}{4}$  of Section 35, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin bounded and described as follows:

Beginning at the Southwest corner of Lot 45, Block 12 in said Section Continuation of Soldier Home Heights Subdivision, thence running West Along the extension of the South line of said Lot 45 a distance of 27.0 feet; thence Northerly a distance of 69.17 feet to a point which is 69.0 feet North of the South line extended of said Lot 45 and 22.3 feet West of the West line of said Block 12; thence Northeasterly 28.42 feet to a point which is 96.0 feet North of the South line extended of said Lot 45 and 13.8 feet West of the West line of said Block 12; thence Northwesterly 18.12 feet to a point which is 101.0 feet North of the South line extended of said Lot 45 and 31.3 feet West of the West line of said Block 12; thence Northeasterly 136.74 feet along a circular arc (having a radius of 640.43 feet with its center to the West) to a point which is 236 feet North of the South line extended of said Lot 45 and 13.7 feet West of the West line of said Block 12; thence Northerly 464.12 feet to a point which is 700.0 feet North of the South line extended of said Lot 45 and 3 feet West of the West line of said Block 12; thence Northerly 121.1 feet (computed) to a point in the North line extended of Lot 19 of said Block 12 and 1.3 feet West of the Northwest corner of said Lot 19; thence East along said extension 1.3 feet to the Northwest corner of said Lot 19; thence South along the West line of said Block 12 a distance of 820.0 feet to the point of beginning.

Excepting therefrom Lot 2 of Certified Survey Map No. 9345, being a redivision of Lot 18 except the West 40 feet and all of Lots 19 to 45, all in Block 12 in Second Continuation of Soldiers Home Heights Subdivision, also part of Lot 1, in Block 1, in Assessor's Plat No. 270, being a part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 430-9004-000  
Address: 13 South 65<sup>th</sup> Street

Parcel 3:

The North  $\frac{1}{2}$  of Lot 26 and all of Lots 27, 28, 29 and 30, in Block 10, in Second Continuation of Soldiers Home Heights Subdivision, in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 439-0108-001

Address: Situated on South 65<sup>th</sup> Street

Parcel 4:

Lots 1 and 2 in Block 10, in Second Continuation of Soldiers Home Heights Subdivision, in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 439-0088-000

Address: Situated on South 64<sup>th</sup> Street

**SCHEDULE 2**  
**EXCLUDED ASSETS**

- (a) All leased or rented equipment, other than that explicitly assumed by Purchaser;
- (b) Personal property owned by employees of the Company; and
- (c) All books and records of the Company relating to the Excluded Assets.

**EXHIBIT A**  
**DEED**

See attached.



## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_ 2025 (the “**Effective Date**”), by and between the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (“**Purchaser**”), and **SETH E. DIZARD, ESQ.**, as Wis. Stats. Chapter 128 Receiver (the “**Receiver**”) of **MOTOR CASTINGS COMPANY**, a Wisconsin corporation (the “**Company**”).

### RECITALS

- A. On January 18, 2024, the Receiver was appointed receiver for the Company under the provisions of Chapter 128 of the Wisconsin Statutes by the Circuit Court (the “**Court**”) for Milwaukee County, Wisconsin, Case No. 2024CV000364 (the “**Receivership Proceedings**”).
- B. Purchaser is the Community Development Authority of the City of West Allis, organized and authorized to act under Sec. 66.1335, Wis. Stats. for the purpose of blight elimination and having found the real estate of the Company so blighted, has agreed to purchase the real estate of the Company, title to which has been vested in the Receiver pursuant to Wisconsin Statutes section 128.19(1), under the terms and conditions set forth below.

### AGREEMENTS

In consideration of the foregoing recitals and the mutual agreements which follow, the parties agree as follows:

- 1. Assets to be Purchased. Subject to the terms and conditions set forth in this Agreement, Purchaser agrees to purchase and the Receiver agrees to sell to Purchaser at Closing (as defined below) the real estate described on Schedule 1 attached hereto (the “**Real Estate**”), including (i) all buildings, permanent fixtures, appurtenances, and improvements of every kind and nature situated on, in, or under the Real Estate, (ii) all unexpired warranties, guaranties and bonds, including without limitation, contractors’ and manufacturers’ warranties or guaranties relating to the Real Estate, if any, to the extent assignable, and (iii) all site plans, surveys, soil and substance studies, architectural drawings, plans and specifications, engineering, electrical and mechanical plans and studies, floor plans, landscape plans, environmental assessment reports, engineering, structural or physical inspection reports, appraisals and other plans and studies of any kind, in Company’s possession or control, relating to the Real Estate, if any (collectively with the Real Estate, the “**Purchased Assets**”). All the Purchased Assets shall be transferred by the Receiver to Purchaser free and clear of all security interests, claims, judgments, monetary liens, and monetary encumbrances (collectively, “**Liens**”).
- 2. Excluded Assets. Notwithstanding any other provisions of this Agreement, the Purchased Assets shall not include the assets of the Company or the Receiver used in conjunction with the Real Estate, which are identified on Schedule 2 attached hereto (collectively, the “**Excluded Assets**”).
- 3. Document Delivery. To the extent within the possession and control of the Receiver, the Company or its agents, the Receiver will deliver to the Purchaser, within fifteen (15) days of the Effective Date, the following documents: environmental studies, including but not limited to Phase I and Phase II Site Investigations and remedial action plans or options, wetland delineation studies, geotechnical reports, site and engineering plans, existing surveys, covenants and restrictions, current title insurance policy, and current property leases.

4. Purchase Price and Payment.

- (a) Amount. 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 Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the "**Purchase Price**").
- (b) Payment Terms. Purchaser shall pay the Purchase Price less the Deposit to Receiver via wire transfer of immediately available funds at Closing.
- (c) Transfer Taxes. Except as provided herein, all transfer, documentary, sales, use, stamp, registration and such other similar taxes and recording, filing and other similar fees (including penalties and interest) incurred in connection with this Agreement or as a result of the conveyance of the Purchased Assets by the Receiver to Purchaser shall be paid by Purchaser when due, and Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all such taxes and fees, and if required by applicable law, the Receiver will join in the execution of any such tax returns and other documentation. Notwithstanding the foregoing, the Receiver agrees to be responsible for payment of real estate transfer taxes at Closing.
- (d) Real Estate and Personal Property Taxes. Real estate and personal property taxes for the Purchased Assets shall be prorated at Closing by allocating such taxes on a per diem basis with the Receiver receiving a credit for any such taxes paid in advance for any period after the Closing Date and with Purchaser receiving a credit for the period prior to and including the Closing Date for which such taxes have not been paid. In the event tax bills for the current year's taxes are not available on the Closing Date, taxes shall be prorated based upon the tax bills for the previous year and increased or decreased based upon any known increase or decrease in the assessed valuation or millage rate. The parties agree to have final utility readings as of Closing with the Receiver responsible for the utilities, and including any unpaid charges or fees owed to the City of West Allis, up to the Closing Date and Purchaser responsible for the utilities beginning on the Closing Date.
- (e) Special Assessments. At Closing, the Receiver shall be responsible for payment of special assessments only if they satisfy all the following criteria: (i) levied, (ii) for work actually commenced as of the Effective Date of this Agreement, and (iii) payable to the taxing authority as of Closing. Purchaser shall be responsible for the payment of all other special assessments. As used herein, "levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.
- (f) Deposit. Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit Fifty Thousand and No/100 Dollars (\$50,000.00) by wire transfer or a check made payable to the order of the Title Company (the "**Deposit**"). The Deposit shall be held in a non-interest-bearing account. The Deposit shall be applied to the Purchase Price at Closing. In the event this Agreement is terminated pursuant to Sections 13(a), 13(b) or 13(d), the Receiver shall return the Deposit to Purchaser within two (2) business days of such termination. In the event this Agreement is terminated pursuant to Section 13(c), the Receiver may keep the Deposit as liquidated damages, which shall be the Receiver's sole and exclusive remedy, and Purchaser shall have no further obligations to the Receiver or rights under this Agreement.

5. Closing. The closing of the transactions contemplated by this Agreement ("**Closing**") shall take place within ten (10) business days after the entry of the Sale Order (as defined below) by the Court

(the “**Closing Date**”) either through electronic means or at the offices of the Receiver. The Closing Date may be extended by the Receiver and the Purchaser without prior approval of the Court.

6. Deliveries at Closing.

(a) Receiver Deliveries. At Closing, the Receiver shall deliver to Purchaser the following:

- (i) A quit claim deed in the form of Exhibit A attached hereto, conveying title to the Real Estate to Purchaser, duly executed by the Receiver (the “**Deed**”);
- (ii) A revised Title Commitment (as defined below) increasing the amount of insurance to an amount equal to the Purchase Price;
- (iii) A closing statement setting forth all prorations and credits;
- (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 pursuant to this Agreement (the “**Sale Order**”); and
- (v) Such other documents as may be reasonably required by Purchaser or the Title Company for the purpose of facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

(b) Purchaser Deliveries. At Closing, Purchaser shall deliver to the Receiver the following:

- (i) Purchase Price less the Deposit;
- (ii) A closing statement setting forth all prorations and credits; and
- (iii) Such other documents as may be reasonably required for the purpose of facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

7. Conditions Precedent to Closing.

(a) Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated herein is subject to the satisfaction, as of Closing, of the following conditions (unless waived by Purchaser in writing):

- (i) Accuracy of Representations and Warranties. The representations and warranties of the Receiver contained herein shall be true and correct in all material respects on the date hereof and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.
- (ii) Performance of Agreements. The Receiver shall have performed in all material respects the covenants, obligations and agreements of the Receiver contained in this Agreement.
- (iii) Inspection. Purchaser having completed a satisfactory inspection, in its sole discretion, of the Real Estate (including, but not limited to, any leases, contracts and other agreements provided pursuant to Section 3 of this Agreement, property inspection, environmental matters, title, survey, governmental approvals, and financial feasibility); provided that this condition precedent shall be deemed

irrevocably satisfied upon the earlier of (i) the date that is sixty (60) days following the Effective Date of this Agreement or (ii) Purchaser's waiver of such inspection rights (the "**Inspection Period**"). Notwithstanding the foregoing, Purchaser shall have the option to extend the Inspection Period for two (2) additional periods of sixty (60) days each; provided that upon the exercise of each such option to extend the Inspection Period, Purchaser shall deposit with the Title Company Ten Thousand and No/100 Dollars (\$10,000.00) as an addition to the Deposit, but said additional deposit(s) shall be non-refundable. During the Inspection Period, Purchaser and its agents and independent contractors shall have, at all reasonable times, the right to go upon the Real Estate and, at Purchaser's sole cost, expense, and risk, to inspect, examine, appraise, test and survey the Real Estate, to investigate the zoning and physical status thereof, to determine compliance with applicable governmental laws and to review leases and contracts. Purchaser agrees to keep any and all inspections of the Purchased Assets (and results therefrom) in strict confidence and shall not disclose the same to outside parties other than to its lenders, principals, and professionals on a need-to-know basis only, or as otherwise required by law. Except as noted herein, in the event that, as a result of Purchaser's, or its agents', employees', invitees' or contractors' actions, any damage occurs to the Purchased Assets, then Purchaser shall promptly repair such damage, at Purchaser's sole cost and expense, so as to reasonably return the Purchased Assets to substantially the same condition as it existed prior to such damage.

- (iv) Maintenance. Receiver having maintained the Real Estate prior to Closing in substantially the same condition as of the date of this Agreement. Unless otherwise provided for herein, Receiver shall not enter into any new contracts or leases affecting the Real Estate without Purchaser's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.
- (b) Conditions Precedent to Obligations of Receiver. The obligation of the Receiver to consummate the transactions contemplated herein is subject to the satisfaction, as of Closing, of the following conditions (unless expressly waived by the Receiver in writing):
  - (i) Accuracy of Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true and correct in all respects on the date hereof and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.
  - (ii) Performance of Agreements. Purchaser shall have performed in all respects the covenants, obligations and agreements of Purchaser contained in this Agreement.
- (c) Conditions Precedent to Obligations of the Parties. The respective obligations of the parties to consummate the transactions contemplated herein are subject to the satisfaction, as of Closing, of the following conditions (unless expressly waived by the Receiver and Purchaser in writing):
  - (i) No Injunction. No preliminary or permanent injunction or other order or decree issued by any federal, state, local, municipal, governmental or quasi-governmental authority or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits any of the transactions contemplated by this Agreement.
  - (ii) Sale Order. The entry of the Sale Order by the Court in the Receivership

Proceedings.

8. Representations and Warranties of the Receiver. The Receiver warrants and represents to Purchaser that the statements contained in this Section 8 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date.
  - (a) Power and Authority. The Receiver is the duly appointed Chapter 128 receiver for the Company and has the power and authority to execute and deliver this Agreement and, upon entry of Sale Order, will have the power and authority to consummate the transactions provided for herein.
  - (b) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by the Receiver and constitutes a valid and legal binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.
9. Representations and Warranties of Purchaser. Purchaser warrants and represents to the Receiver that the statements contained in this Section 9 are true, correct and complete as of the date of this Agreement and shall be true, correct and complete as of the Closing Date.
  - (a) Power. Purchaser is duly organized and validly existing under the laws of its state of organization and has the power to own its property and carry on its business.
  - (b) Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by action of the Community Development Authority of the City of West Allis dated September 9, 2025, Resolution No. \_\_\_\_\_. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, result in a breach of, or constitute a default under the terms or conditions of Purchaser's entity documents and agreements, any court or administrative order or process to which Purchaser is a party, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.
  - (c) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.
  - (d) No Contingencies. Following the satisfaction or waiver of Purchaser's due diligence under Section 7(a)(iii) of this Agreement, the transaction contemplated by this Agreement shall not be subject to financing, due diligence, third-party consent or any other contingencies other than the Court's entry of the Sale Order.

10. Limitations on Representations and Warranties.

- (a) AS-IS Sale. Purchaser further acknowledges and agrees that the Purchased Assets are being conveyed by the Receiver “AS IS, WHERE IS” with all faults and, except as expressly set forth in this Agreement, including the representations and warranties contained in Section 8 of this Agreement, the Receiver makes no other express or implied representations or warranties of any kind, including, without limitation, no representations or warranties as to the condition, merchantability, or fitness for a particular purpose of the Purchased Assets, the income derived or potentially to be derived from the Purchased Assets, or the expenses incurred or potentially to be incurred in connection with the Purchased Assets. Purchaser further acknowledges that in purchasing the Purchased Assets, Purchaser is relying solely upon the personal inspections, investigations and tests made of the Purchased Assets by the Purchaser, its employees, agents, consultants, and contractors to satisfy Purchaser as to the acceptability of the Purchased Assets. Purchaser hereby acknowledges and agrees that the Purchase Price reflects Purchaser’s consent to assume all responsibility for all conditions associated with the Purchased Assets. The Receiver is exempt from the requirements of Wis. Stats. Chapter 709 and will not be providing a Real Estate Condition Report or Seller Disclosure Report to Purchaser, and Purchaser waives any right to receive such report.
- (b) Receiver’s Status. Purchaser acknowledges and agrees that the Receiver is a party to this transaction only as a Wis. Stats. Chapter 128 Receiver of the Company and not in his personal capacity, and that Receiver shall have no personal liability under this Agreement for any act or omission taken or omitted in good faith by the Receiver in relation to the Company, this Agreement, any related document or any transaction contemplated hereby or thereby.
- (c) Indemnification of Receiver. Purchaser shall indemnify, defend and hold Receiver harmless from and against any demand, claim, damage, liability, loss, cost or expense incurred that is caused by or resulting from the activities of Purchaser or its agents or representatives (including interest, penalties, costs of preparation and investigation and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors), whether or not involving a third-party claim, arising out of or with respect to the Purchased Assets (including Purchaser’s investigation of the same) or the use of the Purchased Assets from and after the Closing Date.

11. Title Matters. Within fifteen (15) days of the execution of this Agreement, the Receiver shall deliver to Purchaser, with respect to the Real Estate, the Title Commitment (as defined below), at the Receiver’s expense. For purposes of this Agreement, “**Title Commitment**” means a commitment for an owner’s policy of title insurance in the amount of the Purchase Price allocated to the Real Estate on a current ALTA form, with legible copies of all documents cited or raised as exceptions, issued by Knight Barry Title Inc. (hereinafter the “**Title Company**”) for issuance to Purchaser of an ALTA 2006 form Owner’s title insurance policy (hereinafter “**Title Policy**”) with respect to the Real Estate, showing Purchaser to be the owner of good and marketable fee simple title with respect to the Real Estate. The Receiver will provide to the Title Company only the Sale Order necessary to release Liens encumbering the Real Estate but is under no obligation to remove any other exceptions to title shown on the Title Commitment or to provide any further documentation to the Title Company. Purchaser is acquiring the Real Estate on an AS-IS, WHERE-IS basis and without representations and warranties of any kind, so any additional coverage desired by Purchaser under the Title Policy must be obtained by Purchaser at its sole cost and expense and without obligation of the Receiver. The Receiver and Purchaser shall split equally the escrow closing fee.

12. Sale Hearing; Procedures.

- (a) Sale Motion. Upon Purchaser's waiver or satisfaction of all its due diligence, including its inspection contingency that follows the Inspection Period in Section 7(a)(iii), the Receiver shall file a motion in the Receivership Proceedings seeking Court approval of this Agreement (the "**Sale Motion**").
- (b) Sale Hearing. The Receiver shall use his best efforts to obtain the Sale Order at the hearing on the Sale Motion (the "**Sale Hearing**"); provided, however, that the Receiver reserves the right to continue marketing the Purchased Assets in accordance with Section 12(c) below.
- (c) Procedures. Purchaser acknowledges and agrees that the Receiver has the duty to present to the Court for approval the highest offer he receives for the Purchased Assets. Until the conclusion of the Auction, as defined below, the Receiver shall have the right to continue to solicit offers from parties for the Purchased Assets as provided in this paragraph. If, on or before 5:00 p.m., Central Time, two (2) business days prior to the Sale Hearing (the "**Bid Deadline**"), any party other than Purchaser presents the Receiver with a higher offer in writing for the Purchased Assets which exceeds the Purchase Price offered by Purchaser by not less than Fifty Thousand and No/100 Dollars (\$50,000.00) and (i) such offer contains terms and conditions the same as, or substantially similar to, those in this Agreement, (ii) the competing purchaser provides such evidence as may be reasonably acceptable to the Receiver that the competing purchaser has the financial ability to immediately close the acquisition of the Purchased Assets, (iii) the competing purchaser shall have deposited with the Receiver a cash deposit in an amount not less than the Deposit, and (iv) executed an agreement substantially similar to this Agreement (collectively, a "**Qualified Bidder**"), with no contingencies other than Court approval of the transaction, the Receiver has the right to withdraw acceptance of this Agreement and to inform Purchaser of the higher offer. Purchaser shall then have the right to increase Purchaser's offer for the Purchased Assets. All Qualified Bidders of the Purchased Assets shall thereafter each be given the opportunity to increase their respective offers, at minimum bid increments as reasonably determined by the Receiver until no further offers are received (the "**Auction**"). The Auction shall take place no later than one (1) business day before the Sale Hearing. The Receiver shall not hold an Auction if no Qualified Bidder submits a bid in accordance with this paragraph on or before the Bid Deadline. At the conclusion of the Auction, the Receiver shall designate the successful bidder of the Purchased Assets. The Receiver agrees not to accept any bids for the Purchased Assets after the conclusion of the Auction. In the event an Auction occurs, the opening bid for the Auction shall be the amount of the highest offer received prior to the Auction (whether Purchaser or other Qualified Bidders). The Auction shall end once no Qualified Bidder is willing or able to submit a bid higher than the highest and best bid received at the Auction. If Purchaser shall be the successful bidder at the Auction, then Purchaser and the Receiver shall, upon entry of the Sale Order, proceed to Closing in accordance with the terms of this Agreement, except that the Purchase Price shall be the amount set forth in said Sale Order. If, in the absence of a material default by Purchaser, the Receiver closes on the sale of substantially all of the Purchased Assets to a Qualified Bidder other than Purchaser, then, (i) this Agreement shall be deemed terminated and the Receiver shall promptly refund the Deposit to Purchaser, and (ii) so long as Purchaser represents to the Court at the Sale Hearing that Purchaser remains ready, willing and able to close pursuant to the terms of this Agreement, and the contemplated alternative transaction closes and funds, then Purchaser shall receive from the proceeds of such sale a break-up fee equal to fifty percent (50%) of the increase from the Purchase Price in this Agreement to the Purchase Price set

forth in the Sale Order.

13. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement and the transactions contemplated hereby may be terminated in writing as follows:

- (a) By mutual written consent of the Receiver and Purchaser, signed by both parties;
- (b) By Purchaser if (i) any of the conditions precedent set forth in section 7(a) have not been satisfied in all material respects or (ii) the Receiver fails to make any of the deliveries set forth in section 6(a);
- (c) By the Receiver if (i) any of the conditions precedent set forth in section 7(b) have not been satisfied or (ii) Purchaser fails to make any of the deliveries set forth in section 6(b); or
- (d) By Purchaser or the Receiver if any of the conditions precedent set forth in section 7(c) have not been satisfied as of the Closing Date.

14. Miscellaneous.

- (a) Amendment and Severability. This Agreement may only be amended by a written agreement of the Receiver and Purchaser. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is thought to be invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby. This Agreement shall not be construed against the drafter hereof.
- (b) Assignment. Purchaser may assign and transfer this Agreement and Purchaser's rights and obligations hereunder to any entity controlled by or under common control with Purchaser. The Receiver may not assign or transfer this Agreement or the Receiver's rights hereunder without the prior written consent of Purchaser.
- (c) Governing Law. This Agreement shall be governed by and subject to the laws of the State of Wisconsin.
- (d) Waiver. The failure of the Receiver or Purchaser to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.
- (e) Notices. Any notice to be given hereunder shall be deemed sufficient if in writing and sent by U.S. mail, delivered or transmitted by e-mail and each such notice shall be addressed as follows; such notices shall be deemed given when mailed, delivered, or transmitted by email:

in the case of the  
Receiver, to:

Seth E. Dizard, Esq.  
O'Neil, Cannon Hollman DeJong & Laing S.C.  
111 East Wisconsin Avenue, Suite 1400  
Milwaukee, Wisconsin 53202-4807  
Email: [seth.dizard@wilaw.com](mailto:seth.dizard@wilaw.com)

and in case of  
Purchaser, to:

Community Development Authority of the City of West Allis



7525 W. Greenfield Avenue  
West Allis, WI 53214  
Attn: Patrick Schloss  
Email: [pschloss@westalliswi.gov](mailto:pschloss@westalliswi.gov)

with a copy to: Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attn: Bruce A. Keyes  
Email: [bkeyes@foley.com](mailto:bkeyes@foley.com)

- (f) Exclusive Jurisdiction. The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. In all claims, actions, classes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the Court, and the parties hereby consent to the jurisdiction of the Court.
- (g) Access to Records. Purchaser shall preserve and maintain all books and records (in whatever form) related to the Purchased Assets and provide Receiver and his respective agents reasonable access to such records (with the right to inspect and make copies of such books and records) from the Closing Date until twelve (12) months after the Closing Date. If Purchaser intends to destroy or alter any books or records more than twelve (12) months after the Closing Date, Purchaser shall provide Receiver with thirty (30) days prior written notice.
- (h) Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- (i) Counterparts. This Agreement may be executed in counterparts and by different parties on separate counterpart signature pages, each of which constitutes an original and all of which taken together constitute one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.
- (j) Further Assurances. From and after the date of this Agreement, the parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
- (k) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (l) Conversion. In the event Purchaser converts the use of the Real Estate, Purchaser shall be solely liable for all liens, assessments, penalties, and the like in association with such a conversion, and Purchaser shall indemnify, defend, and hold Receiver and Company harmless from and against any claims in association with a lien, assessment, penalty, or the like imposed for the conversion. The covenant provided for by this provision shall survive Closing.

- (m) Brokers. Each of the parties agrees that neither has dealt with any real estate broker, real estate agent or finder in connection with this transaction other than JLL for the Receiver and CBRE for the Purchaser. At Closing, the Receiver shall pay JLL a commission pursuant to a separate agreement, and JLL will, pursuant to a separate arrangement with CBRE, share that commission with CBRE.
- (n) Attorneys' Fees. In the event the Receiver is required to take legal action to enforce the provisions of the Agreement, Purchaser shall pay the Receiver's attorneys' fees and expenses incurred in any such action.

*[Signatures on following page]*

The parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

**MOTOR CASTINGS COMPANY,**  
a Wisconsin corporation

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

PURCHASER:

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

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

**SCHEDULE 1**  
**REAL ESTATE**

Parcel 1:

Parcel 1 of Certified Survey Map No. 7450, a redivision of Parcels 1 and 2 of Certified Survey Map No. 7426, being a part of the Northeast  $\frac{1}{4}$ , Southeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  and Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Tax Key No.: 439-0001-037  
Address: 6500 W. Washington Street

Parcel 2:

Lots 19 to 45 and all, except the West 40 feet, of Lot 18, in Block 12 in Second Continuation of Soldiers Home Heights Subdivision in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

ALSO:

All that part of Lot 1, in Block 1, in Assessor's Plat No. 270, being a part of the Southwest  $\frac{1}{4}$  of Section 34, and a part of the Southeast  $\frac{1}{4}$  of Section 34, and a part of the Northeast  $\frac{1}{4}$  of Section 34, and a part of the Southwest  $\frac{1}{4}$  of Section 35, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin bounded and described as follows:

Beginning at the Southwest corner of Lot 45, Block 12 in said Section Continuation of Soldier Home Heights Subdivision, thence running West Along the extension of the South line of said Lot 45 a distance of 27.0 feet; thence Northerly a distance of 69.17 feet to a point which is 69.0 feet North of the South line extended of said Lot 45 and 22.3 feet West of the West line of said Block 12; thence Northeasterly 28.42 feet to a point which is 96.0 feet North of the South line extended of said Lot 45 and 13.8 feet West of the West line of said Block 12; thence Northwesterly 18.12 feet to a point which is 101.0 feet North of the South line extended of said Lot 45 and 31.3 feet West of the West line of said Block 12; thence Northeasterly 136.74 feet along a circular arc (having a radius of 640.43 feet with its center to the West) to a point which is 236 feet North of the South line extended of said Lot 45 and 13.7 feet West of the West line of said Block 12; thence Northerly 464.12 feet to a point which is 700.0 feet North of the South line extended of said Lot 45 and 3 feet West of the West line of said Block 12; thence Northerly 121.1 feet (computed) to a point in the North line extended of Lot 19 of said Block 12 and 1.3 feet West of the Northwest corner of said Lot 19; thence East along said extension 1.3 feet to the Northwest corner of said Lot 19; thence South along the West line of said Block 12 a distance of 820.0 feet to the point of beginning.

Excepting therefrom Lot 2 of Certified Survey Map No. 9345, being a redivision of Lot 18 except the West 40 feet and all of Lots 19 to 45, all in Block 12 in Second Continuation of Soldiers Home Heights Subdivision, also part of Lot 1, in Block 1, in Assessor's Plat No. 270, being a part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 430-9004-000  
Address: 13 South 65<sup>th</sup> Street

Parcel 3:

The North  $\frac{1}{2}$  of Lot 26 and all of Lots 27, 28, 29 and 30, in Block 10, in Second Continuation of Soldiers Home Heights Subdivision, in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 439-0108-001

Address: Situated on South 65<sup>th</sup> Street

Parcel 4:

Lots 1 and 2 in Block 10, in Second Continuation of Soldiers Home Heights Subdivision, in the Southeast  $\frac{1}{4}$  of Section 34, Town 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No.: 439-0088-000

Address: Situated on South 64<sup>th</sup> Street

**SCHEDULE 2**  
**EXCLUDED ASSETS**

- (a) All leased or rented equipment, other than that explicitly assumed by Purchaser;
- (b) Personal property owned by employees of the Company; and
- (c) All books and records of the Company relating to the Excluded Assets.

**EXHIBIT A**  
**DEED**

See attached.