

City of West Allis

Meeting Agenda Community Development Authority

Tuesday, July 22, 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.** 25-0275 June 10, 2025 (draft minutes)

Attachments: June 10, 2025 (draft minutes)

D. MATTERS FOR DISCUSSION/ACTION

2. <u>25-0277</u> 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

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)

REH Estimate-Phase 1-2 6500 Washington-West Allis WI 01 13 2025

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

First Amendment to Bond Indenture - Renaissance Faire II LLC

5. 25-0280 Discussion on Allis Yards Redevelopment at S. 70th and W. Washington St.

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

- 7. 25-0282 Discussion regarding SONA, Makers Row, redevelopment activities.
- 8. <u>25-0012</u> 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
 - I. Motor Castings Site 1323 S. 65 St.
 - m. 116th & Morgan Ave.

For agenda items 2-7 the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

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, July 22, 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

2022-2026 City of West Allis Strategic Plan Community Destination Financial Infrastructure Organizational Excellence

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, June 10, 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 6:00 p.m.

B. ROLL CALL

Present 7 - Wayne Clark, Gerald C. Matter, Michael Suter, Danna Kuehn, Martin J. Weigel, Richard Badger, Thomas Medley

Others Attending

Ald. Roadt

Jason Kaczmarek, Finance Director/Comptroller

Nick Jung; F Street

Staff

Patrick Schloss, Economic Development, Executive Director

Shaun Mueller, Economic Development, Development Project Manager

C. APPROVAL OF MINUTES

1. <u>25-0193</u> May 13, 2025 (draft minutes)

Attachments: May 13, 2025 (draft minutes)

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

D. MATTERS FOR DISCUSSION/ACTION

2. 25-0194 Public Hearing to consider the sale of public land located at 1405 S. 92nd

St. (Tax Key No. 450-0502-000) in the City of West Allis.

Attachments: Notice of Public Hearing - Sale of Land 4.22.25

Public Hearing Publication

Patrick Schloss presented.

Discussion ensued regarding parking.

Chair Matter inquired and received no additional comments from the public.

This matter was Discussed.

3. <u>25-0216</u> Resolution to consider establishing the 2025 Payment Standard for the

Housing Choice Voucher Program.

Attachments: CDA Res. No.1496 - FY25 Payment Standards & FMRs

CDA Res. No.1496 - FY25 Payment Standards & FRMs (6-10-25)

signed

Patrick Schloss presented.

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

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

No: 0

Abstain: 1 - Medley

4. <u>25-0217</u> Discussion regarding a contract with Tracy Cross & Associates, Inc., in the

amount of \$19,875 for a residential market study on the West Allis housing

market.

Shaun Mueller outlined the need of updating the market study from 2020 and the evolving

market.

This matter was Discussed.

5. 25-0218 Resolution authorizing the sale of land for the property located at 1405 S.

92nd St. (Tax Key No. 450-0502-000), to F-Street 92, LLC.

Attachments: CDA Res. No. 1497 - Sale of Land- St. Al's - FStreet

CDA Res. No. 1497 - Sale of Land - St. Al's - FStreet (6-10-25) signed

Following discussion in closed session, this item was approved in open session.

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

by the following vote:

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

No: 0

Abstain: 1 - Medley

6. 25-0219 Resolution to approve an Agreement to Raze and Remove Structures

between the Community Development Authority of the City of West Allis and F-Street 92, LLC for the property at 1405 S. 92 St. (450-0502-000).

Attachments: CDA Res. No. 1498 - Raze and Demolition Agreement

CDA Res. No. 1498 - Raze and Demolition Agreement (6-10-25)

signed

Raze and Remove STructures Agreement 5.30.25

Following discussion in closed session, this item was approved in open session.

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

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

No: 0

Abstain: 1 - Medley

7.	<u>25-0220</u>	Discussion regarding the former Motor Castings properties, 6500 W.
		Washington (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.

This matter was discussed in closed session.

8. 25-0221 Discussion on Tax Increment District # 7 – Summit Place.

This matter was discussed in closed session.

- 9. 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
 - I. Motor Castings Site 1323 S. 65 St.
 - m. 116th & Morgan Ave.

At 6:19 p.m., a motion was made by Clark, seconded by Ald. Weigel to go into closed session to discuss items #5-8 on the agenda.

Following the discussion of these items in closed session, the committee reconvened in open session at 6:40 p.m.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Ald. Weigel, seconded by Ald. Kuehn to adjourn at 6:43 p.m



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NON-DISCRIMINATION STATEMENT

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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.

COMMUNITY DEVELOPMENT AUTHORITY CITY OF WEST ALLIS RESOLUTION NO: 1499

DATE ADOPTED: July 22, 2025

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.

WHEREAS, the Community Development Authority of West Allis (the "Buyer") have expressed interest in acquiring the for the former Motor Castings properties located 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) (the "Property");

WHEREAS, due to past industrial operations, the Property faces actual or perceived obstacles to redevelopment which have deterred interest from the traditional commercial marketplace; and

WHEREAS, although operations at the Property ceased in 2019 and West Allis has seen a vibrant redevelopment market, this Property has remained idle.

WHEREAS, the Buyer is prepared and uniquely positioned to act as the pre-developer of this Property

WHEREAS, the Buyer has proposed to acquire the Property, subject to negotiation of terms, environmental assessments, and other due diligence processes, with the intent to revitalize and redevelop the site in accordance with the City's long-term planning goals; and,

WHEREAS, the Seller has agreed to a Letter of Intent with the Buyer, for the Buyer to purchase the property for \$800,000, subject to due diligence processes; and,

WHEREAS, Tax Increment District Number 7 has available funds which can be used for the purchase of these properties, as TIF #7 contemplated such a strategy within its plan.

NOW, THEREFORE, BE IT RESOLVED, that the CDA hereby approves a Letter of Intent to purchase 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

BE IT FURTHER RESOLVED that the Economic Development Executive Director, or his/her designee, is hereby authorized to take all necessary steps to implement and administer the provisions of this resolution, including the execution of any agreements or documents necessary to effectuate the allocation and development.

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

BE IT FURTHER RESOLVED	, that Tax Increment	District #7 i	s the funding	source to pu	urchase th	e listed
properties.						

FURTHER RESOLVED, that the CDA authorize the initiation of discussions and necessary steps to formalize the agreements and provide the incentives as may be mutually agreed upon between the parties, and to bring forward a final agreement for approval by the appropriate governing bodies.

Approved:_	
	Patrick Schloss, Executive Director

Patrick Schloss, Executive Director Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY CITY

OF WEST ALLIS

RESOLUTION NO: 1500

DATE ADOPTED: July 22, 2025

Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc. for remedial planning assistance at 6500 W. Washington (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.

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

WHEREAS, the Authority, through Resolution No. 1432 on December 19, 2022, approved the selection of Ramboll, Ayres Associates and Kapur & Associates as consultants to assist the Community Development Authority on projects associated with the Environmental Protection Agency's Brownfield Site Assessment Grant.

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 – September 30, 2025, with an extension that has been applied for thru September 30, 2026; and,

WHEREAS, Phase I and Phase II Environmental Site Assessments (ESA) are done to assess potential impacts to the environment at the site and Work Plan/Site Investigation Report, delineates the nature and extent of impacts on the Site, along with potential field activities needed, and the Site Investigation can include work such as but not limited to, mobilization, soil logging and sampling, drilling, well monitoring and sampling and Field Work; and

WHEREAS, the Economic Development Program staff estimates the environmental Site Investigation on the properties located at 6500 W. Washington (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 will not exceed \$150,000.

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

- 1. That the Executive Director, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid contract with Ramboll Environmental an environmental consultant for remedial planning assistance at the properties located at 6500 W. Washington (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. 439-0088-0000n behalf of the Authority.
- 2. That the need for Environmental Site Investigation, Phase I & II, a Work Plan, and potentially Field Work at the properties located at 6500 W. Washington (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 is necessary in order to understand the condition and history of the property.
- 3. That the sum of up to \$150,000 be and is hereby appropriated from the United States Environmental Protection Agency (USEPA) Grant received in the amount of \$500,000.
- 4. 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.	



Sent via Email

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

COST ESTIMATE FOR PHASE 1 AND 2 ENVIRONMENTAL SERVICES OF 6500 WASHINGTON STREET IN WEST ALLIS, WISCONSIN

Dear Mr. Schloss:

In response to your recent request, Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present the Community Development Authority (CDA) of the City of West Allis with this preliminary cost estimate to conduct a Phase 1 Environmental Site Assessment (ESA), Phase 2 Investigation, Site Investigation (SI), and preparation of associated Remedial Action Options Report (RAOR)/Remedial Action Plan (RAP) documentation for the property located at 6500 Washington Street in West Allis, Wisconsin (the "site" or "property").

The site consists of four parcels totaling 6.635 acres located at the following property addresses: 6500 W. Washington Street (property tax key 439-001-003), 1323 South 65th Street (property tax key 439-0139-002), 1339 South 65th Street (property tax key 439-0108-001), and 1365 South 65th Street (property tax key 439-0088-000). According to information provided by the CDA, the property has historically operated as a foundry, which has been demolished. Ramboll is aware of no comprehensive site investigation or remediation for the subject site. Several Bureau for Remediation and Redevelopment Tracking System (BRRTS) cases are located on the subject parcels. It is Ramboll's understanding that the proposed end use of the property is residential, and that the CDA intends to use United States Environmental Protection Agency (USEPA) Assessment Grant funding to finance the investigation and remedial planning for the site in support of private development.

PRELIMINARY PROJECT COST ESTIMATE

The scope of services described herein would be completed on a time and materials basis in accordance with the Master Contract with the City, dated November 10, 2016, and the fee schedule provided in our Proposal for Professional Consulting Services, dated August 24, 2022. The total *estimated* cost to complete the scope of services is summarized below. If the CDA elects to move forward with this property, Ramboll will provide a formal proposal to complete the scope of work herein. WDNR review fees are included in this summary of costs. Costs are presented as ranges where there is significant uncertainty as to the scope/level of effort required at this time. Other potential activities such as preparation of a Wisconsin Administrative Code (WAC) NR 718.12 Exemption Request, Development at Historic Fill Site Exemption, and BRRTS Case Closure package may be required by the purchaser/developer and are not included in the total cost estimate presented herein.

Task	Description of Task/Assumptions	Estimated Cost Range
Phase 1 ESA	Includes a review of available Site information and historical records to identify specific Recognized	\$8,000

Task	Description of Task/Assumptions	Estimated Cost Range
	Environmental Concerns (RECs) present at the Site, consistent with the 2021 American Society for Testing and Materials (ASTM) Standard.	
	Assumes ½-day site reconnaissance.	
	Limited field investigation of the Site to confirm the presence or absence of RECs identified during the Phase 1 ESA to determine presence of potential contamination.	
Phase 2 Investigation	Assumes that RECs are identified during the Phase 1 ESA, and that level of effort includes advancement/installation and analytical sampling of approximately 12 soil borings and 8 temporary groundwater monitoring wells. Final cost is dependent upon scope developed to address the findings from Phase 1 ESA.	\$22,000-28,000
Assumes that RECs are identified during the Ph ESA which are confirmed during Phase 2 Investing Investigation Work Plan/Site Investigation Report Preparation Assumes that RECs are identified during the Ph ESA which are confirmed during Phase 2 Investigation (SI) activities delineate the nature and extent of impacts on the Final cost dependent upon findings of Phase 2 Investigation. An SI Work Plan describing field activities will be submitted to the Wisconsin Department of Nature Resources (WDNR), including a review fee.		\$10,000-12,000
	Field work to implement the SI as outlined in the Site Investigation Work Plan. Activities would include preparation, mobilization, soil logging and sampling, groundwater monitoring well sampling, and decontamination. The final cost and scope of the SI field work will be highly dependent upon the findings of the Phase 2	
Site Investigation Field Work and Report Preparation	Investigation and approved SI Work Plan and may exceed this range if significant contamination, including contamination from volatile constituents requiring a vapor intrusion assessment, is identified.	\$35,000-60,000
·	Includes subcontractor costs for drilling and laboratory analysis of samples. The cost range also includes the preparation of a Site Investigation Report (SIR) in accordance with WAC NR 716 to document the results of sampling activities completed as part of the Phase 2 and the SI. Includes a WDNR review fee of the NR 716 SIR.	
RAOR/RAP Preparation	An NR 722 RAOR/NR 724 RAP will be prepared evaluating the findings of the SI. The RAP will outline remedial actions to be taken prior to or during redevelopment construction to properly manage contamination potentially identified during SI	\$12,000-18,000

Task	Description of Task/Assumptions	Estimated Cost Range
	activities, which could be transmitted to a developer for implementation. Includes a WDNR review fee of the combined NR 722 RAOR/ NR 724 RAP.	
	This estimate assumes that the SI can be considered complete following the collection of soil and groundwater data as part of the Phase 2 as well as a single additional field sampling mobilization as part of the SI. This estimate also assumes that the proposed residential use of the property will consist of apartments, condominiums, or other residential use in which the common areas have a single owner/manager.	
Agency Correspondence/ Technical Meetings/ Eligibility Determination	Coordination with USEPA/WDNR to support eligibility determination of funds and technical meetings with agency as required to support funding allocation.	\$3,000
NR 718 Exemption,	It is assumed that 1) preparation of an NR 718 Exemption will be required to manage materials on- site during redevelopment, to the extent the developer wishes to re-use soil on-site as part of construction, 2) that a Historic Fill Exemption will likely be required to initiate construction on the Site, and 3) that a BRRTS Case closure package will be prepared following construction.	
Historic Fill Exemption, and Case Closure Package	It is further assumed that these costs will be incurred by the developer/purchaser of the property. These approximate costs are presented here for reference but are not included in the total cost estimate for the understood scope of work by Ramboll. Potential costs associated with disposal of soil (i.e.,	\$30,000-50,000
	waste characterization, landfill coordination, and landfill disposal costs) are not presented in this estimate.	
	Total Estimate of Proposed Scope	\$90,000 - 129,000

Additional services, if requested, will be considered out of scope and will result in additional costs that will be billed on a time and materials basis. It is expected that final scope of work will be dependent upon the findings of the Phase 1 ESA and Phase 2 Investigations. This estimate is presented to align with the CDA's goal, as understood by Ramboll, to develop an understanding of the environmental considerations for the site to assist with future acquisition.

We look forward to working with you. If you find this estimate acceptable, please advise Ramboll to proceed with development of a final proposal for the scope of work. If you have any questions or need further information, please contact us.

Yours sincerely,

Ramboll Americas Engineering Solutions, Inc.

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COMMUNITY DEVELOPMENT AUTHORITY CITY OF WEST ALLIS RESOLUTION NO: 1501

DATE ADOPTED: July 22, 2025

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.

WHEREAS, in June 2012, the Common Council and the Community Development Authority of the City of West Allis (CDA) approved an agreement with Renaissance Faire II LLC (the "Developer") project through the issuance of Redevelopment Revenue Bonds; and,

WHEREAS, the Agreement was adopted under 66.1335 of Wisconsin Statutes, to provide assists for private acquisition, improvement and development of blighted property for the purpose of eliminating its status as blighted property; and,

WHEREAS, the Developer has requested First Amendment to an Amended and Restated Indenture of Trust and Bond Agreement between the CDA and U.S. Bank Trust Company, hereby attached as Exhibit A; and,

WHEREAS, the Developer has requested an amendment to the Agreement to extend the maturity date from August 1, 2025, to December 30, 2025; and,

WHEREAS, the City of West Allis Bond Counsel and Staff are recommending approval of the amendment.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis hereby approves 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.

BE IT FURTHER RESOLVED that the Economic Development Executive Director, or his/her designee, is hereby authorized to take all necessary steps to implement and administer the provisions of this resolution, including the execution of any agreements or documents necessary to effectuate the allocation and development.

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

Approved:		
	Patrick Schloss, Executive Director	
	Community Development Authority	

FIRST AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND BOND

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND BOND, dated as of July ___, 2025 (this "Amendment"), by and between COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (WISCONSIN) ("Authority") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), and consented to by OLD NATIONAL BANK (the "Bank");

WITNESSETH:

WHEREAS, the Bank is the owner of certain outstanding principal amount of the Community Development Authority of the City of West Allis, Wisconsin Redevelopment Revenue Bonds, Series 2012 (Renaissance Faire Project) (the "Bonds"), which were issued by the Authority pursuant to that certain Amended and Restated Indenture of Trust, dated as of August 5, 2020 (the "Indenture"), between Authority and the Trustee;

WHEREAS, the Bonds and Section 3.06 of the Indenture provide that the Bonds are subject to mandatory tender on August 1, 2025;

WHEREAS, the Bank and Renaissance Faire II LLC, Joel S. Lee and Edward Allis, LLC (collectively, the "Loan Parties") entered into an Amended and Restated Forbearance Agreement, dated June 30, 2025, pursuant to which, among other things, the Loan Parties agreed to deliver an amendment to the Indenture to provide for an extension of the tender date set forth in Section 3.06 in the Indenture and the Bonds from August 1, 2025 to December 30, 2025;

WHEREAS, in accordance with Section 11.02 of the Indenture, the owners of all of the Bonds outstanding have consented to this Amendment and any and all notice requirements of the Trustee are hereby deemed satisfied.

SECTION 1.1. Amendments to the Indenture.

The definition of "**Tender Date**" in Section 1.01 shall be deleted in its entirety and replaced with the following:

"Tender Date" means December 30, 2025.

SECTION 1.2. Amendments to the Bond.

The reference to "August 1, 2025" in the second paragraph of page 4 of the Bond is hereby deleted in its entirety and replaced with "December 30, 2025".

SECTION 2. <u>Counterparts</u>. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of such shall constitute but one and the same instrument.

SECTION 3. Applicable Provisions of Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SECTION 4. Indenture Confirmed; Rights and Immunities of Trustee.

Except as expressly amended, modified, and supplemented by this Amendment, the Indenture remains unchanged, and the parties hereto acknowledge that it remains in full force and effect and hereby ratify, reaffirm, and confirm the Indenture in all respects. From and after the date hereof, any and all references to the Indenture in any agreement, instrument, or document shall be deemed references to the Indenture as amended, modified, and supplemented by this Amendment. Without limiting the foregoing, any and all rights, protections, and immunities granted to the Trustee in the Indenture shall pertain with equal effect to this Amendment as though fully set forth herein.

SECTION 5. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Authority and the Trustee have caused these presents to be executed in its name by its duly authorized official or officer, as applicable, as of the date first above written.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS WISCONSIN has caused this Amendment to be executed by its duly authorized official and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
	By:
	COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (WISCONSIN), as Issuer
	By:
	t to this Amendment and have determined that the extension of rsely affect their rights or interests under the Indenture:
OLD NATIONAL BANK, as Bondowner	
By:	
RENAISSANCE FAIRE II LLC, as Borrower	
By:	