



# City of West Allis

## Meeting Agenda

### Community Development Authority

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

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Tuesday, February 13, 2024

6:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

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#### REGULAR MEETING

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. APPROVAL OF MINUTES

1. [24-0090](#) January 9, 2024

**Attachments:** [January 9, 2024](#)

#### D. MATTERS FOR DISCUSSION/ACTION

2. [24-0083](#) Resolution authorizing the sale of land for the property located at 6771 W. National Ave. (Tax Key No. 453-0564-003), to Baum Revision, LLC (BR West Allis, LLC) in the 68th & Mitchell Redevelopment Area.

**Attachments:** [CDA Res. No. 1465 -Sale of Land-6771 W. National Ave. - Baum \(2-13-24\)](#)

3. [24-0084](#) Resolution to approve a Purchase and Sale and Development Agreement between the City of West Allis and BR West Allis, LLC. for the property located at 6771 W. National Ave. and the property located at 67\*\* W. Mitchell St.

**Attachments:** [CDA Res. No. 1463 - Purchase & Sale and Development Agreement - 6771 W | 2024-02-08 Development Agreement \(003\)](#)

4. [24-0086](#) Resolution to approve a professional service contract for environmental services with GZA Geo Environmental, Inc, for case closure requirements relating to the redevelopment 1960 S. 67 Place (Glenn Rieder) and 1501 South 83rd Street (Element 84) in the amount of up to \$20,300.

**Attachments:** [Scope of Service - 1501 S 83 St](#)  
[Scope of Service - 1960 S 67 Place](#)  
[CDA Res. No. 1471 - GZA Geo Environmental \(2-13-24\)](#)

5. [24-0087](#) Discussion on Beloit Road Senior Living Complex, LLC.
6. [24-0088](#) Discussion on Allis Yards Redevelopment Area, located within the 70th and W. Washington St. area.
7. [24-0089](#) Discussion relative to Lot #4 (SONA) of the Six Points Farmers Market Redevelopment Area.
8. [24-0021](#) Consideration relative to Report on Redevelopment Initiatives:
  - a. 84th & Greenfield/TIF Number Eleven
  - b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
  - c. The Market/TIF Number Fifteen
  - d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
  - e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
  - f. Hwy. 100 Corridor
  - g. Beloit Road Senior Housing Complex
  - h. W. National Ave. Corridor
  - i. Motor Castings Site – 1323 S. 65 St.
  - j. 116th & Morgan Ave.

*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*

## E. ADJOURNMENT



All meetings of the Community Development Authority are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

**NOTICE OF POSSIBLE QUORUM**

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**NON-DISCRIMINATION STATEMENT**

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

**LIMITED ENGLISH PROFICIENCY STATEMENT**

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



# City of West Allis Meeting Minutes Community Development Authority

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

Tuesday, January 9, 2024

6:00 PM

Join Zoom Meeting  
<https://us06web.zoom.us/j/88458712530?pwd=3j0QzYfuijA6OyPf0a7wCgArnmi49G.1>  
Meeting ID: 884 5871 2530  
Passcode: djXP7x  
This meeting will be televised in Rm 128,  
City Hall, 7525 W. Greenfield Ave.

## REGULAR MEETING (draft minutes)

### A. CALL TO ORDER

### B. ROLL CALL

**Present** 5 - Karin M. Gale, Donald Nehmer, Kevin Haass, Gerald C. Matter, Michael Suter  
**Excused** 1 - Wayne Clark

### Other Attending

Jason Kaczmarek, Finance Director/Comptroller  
Melinda Dejewski, City Engineer  
Ald. Lajsic, Ald. Roadt, Ald. Weigel  
Joey Robers

### Staff

Patrick Schloss, Economic Development, Executive Director  
Shaun Mueller, Economic Development, Development Project Manager  
Carson Coffield, Economic Development Specialist

### C. APPROVAL OF MINUTES

1. [24-0004](#) November 21, 2023

**Attachments:** [November 21, 2023](#)

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

### D. MATTERS FOR DISCUSSION/ACTION

2. [24-0015](#) Annual Tax Increment Financing Report.

**Attachments:** [Annual Tax Increment Financing Report \(TID Report 2023\)](#)

Patrick Schloss presented an overview of both the open and closed TIF's.

Chair Matter stated the committee accepts the report and it should be placed on file.

This matter was Placed on File.

3. [24-0016](#) Resolution to consider a grant to the City of West Allis for remedial planning activities at 5200 W. Burnham St. (474-0002-001) (Former Teledyne Site) as part of the U.S. EPA Community Wide Brownfield Assessment Grant in the amount of \$57,000.

**Attachments:** [CDA-Res. No. 1469 - EPA Grant to the City \(1.9.24\)](#)  
[REH Proposal-Remedial Planning Former Teledyne-West Allis WI 12 15 2023](#)  
[CDA-Res. No. 1469 - EPA Grant to the City \(1.9.24\) signed](#)

*Patrick Schloss presented an outline of the Scope of Service.*

*Following approval of this matter, this item will be taken to Common Council on January 16, 2024 for approval.*

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

4. [24-0017](#) Discussion on the historic rehabilitation of Longfellow School located at 2211 S. 60 St.

*Patrick Schloss provided details and an overview of the project.*

This matter was Discussed in both open and closed session.

5. [24-0018](#) Discussion in regards to the redevelopment of the 6400 Block of West Greenfield Ave.

*Patrick Schloss provided an overview of this project.*

This matter was Discussed in both open and closed session.

6. [24-0019](#) Resolution to consider a 30-day extension of the Letter of Intent with JJH3group LLC for the 6400 Block of West Greenfield Avenue Ave. redevelopment.

**Attachments:** [CDA Res. No. 1470 - Extension of LOI \(1-9-24\)](#)  
[Extensions JJH3-Letter of Intent Hook 1.9.24](#)

*Patrick Schloss provided an overview.*

*Jeffery Hook is the developer for this project and has submitted a \$5,000 earnest payment. This item is scheduled to go to Plan Commission in March 2024.*

*This item was discussed in both open and closed session.*

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

7. [24-0020](#) Discussion in regards to the redevelopment of the property located on the southwest corner of S. 92nd St. and W. Greenfield Ave. (former St. Aloysius Church).

*Shaun Mueller presented an overview of this project.*

This matter was Discussed in both open and closed session.

8. [24-0021](#)

Consideration relative to Report on Redevelopment Initiatives:

- a. 84th & Greenfield/TIF Number Eleven
- b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
- c. The Market/TIF Number Fifteen
- d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
- e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
- f. Hwy. 100 Corridor
- g. Beloit Road Senior Housing Complex
- h. W. National Ave. Corridor
- i. Motor Castings Site – 1323 S. 65 St.
- j. 116th & Morgan Ave.

*Patrick Schloss provided an update and the positive effort that is being displayed in item b.*

*At 6:34 p.m., a motion was made by Ald. Haass, seconded by Mr. Nehmer to go into closed session to discuss items 4-7 on the agenda.*

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

## E. ADJOURNMENT

*There being no further business to come before the Authority a motion was made by Ald. Haass, seconded by Mr. Suter to adjourn at 7:00 p.m.*



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COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1465  
DATE ADOPTED: February 14, 2024

Resolution authorizing the sale of land for the property located at 6771 W. National Ave. (Tax Key No. 453-0564-003), to Baum Revision, LLC (BR West Allis, LLC) in the 68<sup>th</sup> & Mitchell Redevelopment Area.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") is the owner of the parcel, totaling 1.67 acres located at 6771 W. National Ave. (Tax Key No. 453-0564003) (the "Property"); and,

WHEREAS, the Authority wishes to create additional tax base, a regional destination and foster job creation for the City of West Allis (the "City") through the sale and redevelopment of the property; and,

WHEREAS, the Authority recommends to the Common Council of the City of West Allis the sale of the land to Baum Revision, LLC (BR West Allis, LLC), to complete a historic rehabilitation/adaptive reuse of the former Kearney Trecker manufacturing building into an approximate 45,000 sq. ft. office and event space potential adding over 50 jobs and creating a regional destination.

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

1. Approves the sale of land for the property located at 6771 W. National Ave. (Tax Key No. 453-0564-003) to Baum Revision, LLC (BR West Allis, LLC) pursuant to section 66.1333(6)(b)2, Wis. Stat.
2. That the Executive Director of the Authority, or his designee, is hereby authorized and directed to take any and all other actions on behalf of the Authority which he deems necessary or desirable in connection with the aforementioned sale of public land, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements.
3. That the Executive Director, or his designee, with the approval of the City Attorney, or his designee, is hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.
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 any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper, or convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

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



COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO. 1463  
DATE ADOPTED February 13, 2024

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

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

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

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

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

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

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

1. A Purchase and Sale and Development Agreement between the City of West Allis, the Community Development Authority of the City of West Allis and BR West Allis, LLC and/or its assigns, for development of for the property located at 6771 W. National Ave.
2. That the Executive Director of the Authority, with the approval of the City’s Director of Finance, or their designees, are hereby authorized and directed to take any and all other actions on behalf of the Authority which he deems necessary or desirable in connection with the aforementioned Development Agreement, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements.
3. That the Executive Director, with the approval of the Finance Director, or their designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.

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

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

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

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

When recorded, return to:

City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Attention: City Clerk

**DEVELOPMENT AGREEMENT**  
**(6771 W. NATIONAL AVENUE)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the CITY OF WEST ALLIS, a Wisconsin municipal corporation (the “City”), the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created pursuant to Section 66.1335 of the Wisconsin Statutes (the “Authority”), and [BR WEST ALLIS], LLC, a Delaware limited liability company (“Developer”).

**RECITALS**

A. In furtherance of the City’s and Authority’s desire to promote the redevelopment of the Kearney & Trecker building at 6771 W. National Ave, West Allis, WI (the “Project” or “Property”) the Authority issued a request for proposal (“RFP”) dated May 10, 2019, and the Authority selected Developer in July of 2019 based on Developer’s response to the RFP (the “Developer’s Proposal”). Developer was chosen by a review committee to enter into exclusive negotiations for the purposes of entering into a development agreement for the purchase and development of the Property.

B. The parties hereby acknowledge and agree that significant benefits will accrue to City from the development of the Property by Developer in accordance with Developer’s Proposal, including, without limitation, increased tax revenues, and the creation of jobs in the City, and that the development of the Property will otherwise improve or enhance the economic welfare of the inhabitants of the City.

C. Accordingly, the parties have agreed to enter into this Agreement in furtherance of the foregoing.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

**ARTICLE 1**  
**PRELIMINARY MATTERS**

1.1 Incorporation of Recitals. The Recitals are true and correct and are incorporated herein by reference.

1.2 Duration of Development Agreement. The term of this Agreement (the “Term”) shall commence on the Effective Date and continue through December 31, 2029, unless sooner terminated as provided herein and excepting any provision specifically extended beyond the Term of this Agreement.

1.3 General Cooperation. The parties acknowledge and agree that they shall cooperate in good faith with each other and use commercially reasonable efforts to pursue development of the Property in accordance with the “Conceptual Development Plan” attached hereto as **Exhibit A**, which is based on Developer’s Proposal and is otherwise as contemplated by this Agreement. City and Authority agree to use its best efforts to assist Developer in obtaining all approvals required by state, federal, county or other governmental authorities in order to develop the Property in accordance with the Conceptual Development Plan. To further the commitment of the parties to cooperate in the implementation of this Agreement, each party shall designate and appoint a representative to act as liaison between the parties. The initial representative for the City and Authority (“City and Authority Representative”) shall be \_\_\_\_\_, and the initial representative for Developer (“Developer Representative”) shall be Scott Goldman. Both the City and Authority Representative and the Developer Representative shall be available at reasonable times to discuss and review the performance of the parties under this Agreement and the development of the Property. A party may change its Representative at any time by giving notice to the other party as provided in the Notice Section of this Agreement.

## ARTICLE 2 CONVEYANCE OF PROPERTY TITLE

2.1 Conveyance Under Terms of Purchase Agreement. Authority agrees to convey fee simple title to the **Property to Developer, and** Developer agrees to acquire fee simple title to **the Property** from **the** Authority, subject to all contingencies **within** and in a manner consistent with **the terms of** the real estate purchase agreement attached hereto as **Exhibit B** (the “Purchase Agreement”).

2.2 Conveyances As-Is. Except as specifically provided in this Agreement, Developer is entering into this Agreement and will acquire title to the Property based upon the results of such inspections and investigations and not in reliance on any statements, representations, or agreements of Authority not contained in this Agreement. Developer acknowledges and agrees that it is acquiring the fee interest in the Property in an “AS IS” and “WHERE IS” condition, with all faults, except that the Property shall be delivered vacant, and except for the representations, warranties and covenants of City and Authority as stated in this Agreement and that City and Authority shall not be responsible or liable to Developer for any conditions affecting the Property, except for the express representations, covenants and warranties of City and Authority set forth in this Agreement which shall survive the acquisition of the Property by Developer.

## ARTICLE 3 INTENTIONALLY OMITTED

## ARTICLE 4 DUTIES AFTER CLOSING

### 4.1 Developer’s Duties

- (1) Compliance with Conceptual Development Plan. The Conceptual Development Plan attached hereto as **Exhibit A** sets forth Developer’s current plan for development of the Property. The parties acknowledge that **Exhibit A** initially attached to this Agreement reflects the parties’ general intent regarding development of the Property, and that as

Developer finalizes its plans and in the event it determines any parts of the Conceptual Development Plan are not feasible or otherwise require modification, the Conceptual Development Plan may be amended from time to time subject to approval of the City and Authority, which approval will not be unreasonably withheld, conditioned or delayed as long as the revised Conceptual Development Plan does not differ materially from that contained herein.

- (2) **Environmental Remediation. Site Mitigation. Remediation Roles and Responsibilities.** Subject to the Authority's payment responsibilities set forth in Section 4.3 below, Developer will retain service providers with the appropriate training and certifications to conduct all waste management activities, including transportation and disposal arrangements. Developer shall use its commercially reasonable and good faith efforts to minimize the amount of soil removed from the Property to construct new drive areas, landscape, parking areas and other associated site changes. Developer shall be responsible for segregating contaminated and non-contaminated material. To the extent practicable all contaminated soils will need to be left underneath site cap, as defined above. All excess soils need to be disposed of at a licensed landfill, at the expense of the Authority.
- (3) **Site Access.** Developer shall provide reasonable site access to the Authority, and their agents, for all services necessary through Remediation Project Completion.
- (4) **Site Barrier.** Developer shall, at its cost, complete the final site barrier, to the extent that the barrier is consistent with the redevelopment (ie. proposed pavement surfaces and final landscaping), as described in the post closure modification request and barrier maintenance plan.
- (5) **Governmental Approvals.** Except for the Case Closure, Developer shall be responsible for securing all governmental approvals required in connection with work performed to complete the Project. The City and Authority shall use its best efforts to assist Developer in such efforts, at Developer's sole cost and expense
- (6) **State and National Registers.** Developer shall use good faith efforts, at Developer's sole cost and expense, to cause the listing of the Property on both the Wisconsin SHPO and NPS Registers of historic places so that Developer can secure and use Historic Tax Credits as a form of financing for the project as contemplated in the Developer's Proposal. City and Authority agrees to fully cooperate with Developer in such efforts.

#### 4.2 City's Duties

- (1) City shall work with Developer in seeking to secure a WEDC Community Development Investment and/or Idle Industrial Sites Grant for the Project in an amount ranging from \$250,000 to \$500,000.

#### 4.3 Authority's Duties

- (1) **Title to Wastes.** The Authority will be listed as the owner and generator of all wastes managed for off-site disposal after conveyance of title of the Property to Developer.
- (2) **Cost of Waste Management.** The Authority is responsible for the total incremental environmental costs of the waste management, transportation and disposal activities, as well as environmental oversight (collectively, the "Incremental Costs") of up to \$200,000 to be reimbursed after expenditure of same by Developer. This duty of

payment of the Incremental Costs is subject to Developer consulting with Authority prior to incurring any Incremental Costs under this agreement and agreeing on the most cost-effective means of managing contaminated soils, taking into account Buyer's redevelopment plan and construction timing and sequencing. This duty is further limited to those responsibilities arising out of contamination present on the Property at the time of the Property transfer, rather than any contamination caused by the Developer. Other than any responsibility explicitly stated in this Agreement, Authority shall have no liability or responsibility for the release or discharge of new contaminants after title has been conveyed to Developer. Authority shall have 30 days to review and process reimbursement for incremental environmental costs to Developer. Developer to submit dump fill, excavator and transporter logs and expenses to Authority and/or their environmental consultant for reimbursement. The Authority may assist Developer by providing or locating financing to pay for any incremental environmental costs in excess of \$200,000.

## ARTICLE 5 PARKING AND VEHICLE ACCESS

5.1 Vehicle Parking. By no later than \_\_\_\_\_, 2024, the Authority shall cause a parking surface to be constructed on the 1.46-acre parcel identified as tax key # 453-0564-004 (located on the 6700 Block of West Mitchell Street) (the "Parking Lot").

5.2 Parking Lot Lease. The Authority leases a minimum of 130 parking spaces within the Parking Lot to Developer for \$1 per year, displayed in **Exhibit C, Parking Lot Plan**. This lease shall expire on December 31, 2055. During the term of this lease, Developer will be responsible for all above ground maintenance of the Parking Lot, including snow removal, landscaping, patching, striping, re-surfacing or any other work. The Authority will be under no duty to maintain, repair, or replace the above ground improvements to the Parking Lot after initial construction, however, it shall retain responsibility for any underground items including but not limited to stormwater drains.

Developer will cooperate with the City and its other community partners to provide access to parking lot during days and times when the parking lot is not in use by the Developer/tenant provided that the City provides appropriate insurance coverage. Authority may develop the Parking Lot in the future so long as an equal or greater amount of parking stalls are made available at no further cost to the Developer on the same parcel of land after the development.

City will work in good-faith with Developer to allow additional overflow parking at City-operated parking lots at 6501 West National Avenue and 6500 Block West Lapham Street when such lots are not in use by City-sponsored event.

5.3. Ingress and Egress. Developer shall execute a public access easement the Property that allows the public to access the Property and any other adjacent parcels with vehicular ingress and egress. The easement that shall be signed is attached hereto and marked as **Exhibit D**. Developer shall accept a public access easement that contains the same terms as **Exhibit D** and is executed by the owner(s) of the land east of and adjacent to the Property.

**ARTICLE 6**  
**DEFAULT; REMEDIES; TERMINATION**

6.1 Default. It shall be a “Default” hereunder if either party fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after written notice from the non-defaulting party specifying in reasonable detail the nature of the failure; provided that if the nature of such failure to perform is such that it cannot reasonably be cured within the thirty-day period, no Default shall be deemed to exist if the defaulting party commences a cure within that thirty-day period and diligently and expeditiously pursues such cure to completion.

6.1.1 Developer Defaults. In addition to the foregoing, it shall be a Default by Developer hereunder if (a) Developer sells, assigns, conveys, or alienates the Property, or any part thereof, or any interest therein, or shall be divested of title or any interest therein in any manner or way, whether voluntarily or involuntarily other than in accordance with this Agreement; (b) any petition or application for a custodian, as defined by Title 11, United States Code, as amended from time to time (the “Bankruptcy Code”) or for any form of relief under any provision of the Bankruptcy Code or any other law pertaining to reorganization, insolvency or readjustment of debts is filed by or against Developer, their respective assets or affairs, and such petition or application is not dismissed within ninety (90) days of such filing; (c) Developer makes an assignment for the benefit of creditors, is not paying material debts as they become due, or is granted an order for relief under any chapter of the Bankruptcy Code; (d) garnishment, attachment, levy or execution in an amount in excess of an amount equal to ten percent (10%) of its net worth is issued against any of the property or effects of Developer, or any partnership of which Developer is a partner, and such issuance is not bonded against within ninety (90) days; (e) the dissolution or termination of existence of Developer unless its successor by transfer or operation of law is continuing the business of operating the Project; or (f) there is a material breach of any representation or warranty, or there is a material false statement or material omission, by Developer under any other document forming part of the transaction in respect of which this Agreement is made.

6.2 Developer’s Remedies. If City and Authority is in Default under this Agreement and the parties do not resolve the City’s or Authority’s Default, Developer shall have the right to terminate this Agreement upon written notice to City and Authority. Developer shall have the right to pursue all other legal and equitable remedies which Developer may have at law or in equity, including, without limitation, the right to seek specific performance, the right to seek and obtain actual damages and the right to self-help.

6.3 City’s and Authority’s Remedies. If Developer is in Default under this Agreement and the parties do not resolve the Developer’s Default, then the City and Authority shall have the right to terminate this Agreement immediately upon written notice to Developer and to recover actual damages sustained by the City and Authority to the extent directly caused by the Developer Default.

6.4 Limitation. Neither party shall be entitled to pursue an award of incidental, consequential, punitive, special, speculative or similar damages in the event of a Default by the other party, and each party hereby waives the right to pursue an award of such damages.

6.5 Force Majeure. If Developer shall be delayed or prevented from the performance of any of its obligations under this Agreement by reason of (a) acts of God, (b) strikes, (c) work stoppages, (d) unavailability of or delay in receiving labor or materials, (e) defaults by contractors or subcontractors, (f) unusually severe weather conditions for West Allis, Wisconsin, (g) governmental moratoria on issuing building permits or other approvals required for compliance with deadlines set forth in this Agreement, (h) other wrongful delays caused by the City or Authority or other governmental authority, including delays in granting necessary approvals, (i) fire or other casualty, or (j) other cause without fault and beyond the reasonable control of Developer (financial inability and market conditions excepted) (each, a “Force

Majeure Event”), and if such Force Majeure Event (x) is not caused by the acts or omissions of Developer, and (y) is the proximate cause of Developer’s inability to perform, then timely performance of such obligation shall be excused for the period of the delay and the period for the performance of any such obligation shall be extended for a period equivalent to the period of such delay, provided that if any Force Majeure Event occurs, Developer must give written notice to City or Authority within thirty (30) days of the date Developer learns of the occurrence of the Force Majeure Event.

## **ARTICLE 7 GENERAL PROVISIONS**

7.1 No Personal Liability of Developer. No member, shareholder, director, partner, manager, officer or employee of Developer shall be personally liable to City or Authority, or any successor or assignee, (a) in the event of any default or breach by Developer, (b) for any amount which may become due to the City, Authority, or its successor or assign, or (c) pursuant to any obligation of Developer under the terms of this Agreement.

7.2 No Personal Liability of City or Authority. No member, official or employee of the City or Authority shall be personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the City or Authority, (b) for any amount which may become due to Developer or its successor or assign, or (c) pursuant to any obligation of the City or Authority under the terms of this Agreement.

7.3 Liability and Indemnification. Developer hereby agrees to indemnify, protect, defend and hold harmless the City and Authority, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys’ fees and costs of defense arising, directly or indirectly, in whole or in part, out of Developer’s performance or failure to perform its obligations under this Agreement, including any third party claims relating to environmental conditions on the Property caused by Developer. Notwithstanding the foregoing, Developer shall not be prevented from seeking contribution or indemnification from City and Authority in connection with any claim, litigation or proceeding brought against Developer by a third party, including any governmental entity, for events occurring on the Property prior to the acquisition of the Property. City and Authority hereby agrees to indemnify, protect, defend and hold harmless the Developer, its members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys’ fees and costs of defense arising, directly or indirectly, in whole or in part, out of City’s or Authority’s performance or failure to perform its obligations under this Agreement, including any third party claims relating to environmental conditions on the Property.

7.4 Notice. All notices which shall or may be given pursuant to this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, or by personal delivery or by overnight mail, addressed as follows:

To Developer:

BR WEST ALLIS, LLC  
1030 W. Chicago Ave. Suite 300  
Chicago, IL 60642  
Attn: David L. Baum



To the City: City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Attn: \_\_\_\_\_

To the Authority: Community Development Authority  
of the City of West Allis  
Economic Development Department  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Attn: Executive Director

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. The date of service of any communication hereunder shall be the date of personal delivery or seventy-two (72) hours after the postmark on the certified or registered mail, or the date received if sent by overnight mail, as the case may be.

7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.6 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7.7 Waiver. No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

7.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

7.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

7.10 Attorneys' Fees. In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

7.11 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.12 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Milwaukee County, Wisconsin, within ten (10) days after execution of this Agreement by the City.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and Developer has executed and sealed the same on or as of the day and year first above written.

[Signatures on following page]

In Witness Whereof, this Agreement is executed as of the date first above written.  
CITY OF WEST ALLIS, WISCONSIN

By: \_\_\_\_\_  
Name: Dan Devine, Mayor

By: \_\_\_\_\_  
Name: Rebecca Grill, City Administrator/Clerk

STATE OF WISCONSIN            )  
  ) ss.  
\_\_\_\_\_ COUNTY            )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Administrator/Clerk, respectively, of the City of West Allis, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority and acknowledged the same.

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

In Witness Whereof, this Agreement is executed as of the date first above written.  
COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WEST ALLIS, WISCONSIN

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

STATE OF WISCONSIN            )  
  ) ss.  
\_\_\_\_\_ COUNTY            )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Patrick Schloss, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority and acknowledged the same.

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

Approved as to form this \_\_\_\_\_ day of March 2024

---

Kail Decker, City Attorney

Countersigned this \_\_\_\_\_ day of March 2024, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.

---

Jason Kaczmarek  
Finance Director/Comptroller

[Signatures continue on following page]

BP West Allis LLC

By: \_\_\_\_\_  
Scott Goldman, Manager

STATE OF WISCONSIN        )  
  ) ss.  
MILWAUKEE COUNTY        )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Member and Manager of BP West Allis LLC, to me known to be the person who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

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

LIST OF EXHIBITS AND SCHEDULES

- Exhibit A..... Conceptual Development Plan
- Exhibit B ..... Purchase and Sale Agreement
- Exhibit C.....Parking Lot Plan
- Exhibit D.....Public Access Easement

## EXHIBIT A

### CONCEPTUAL DEVELOPMENT PLAN

#### *Use*

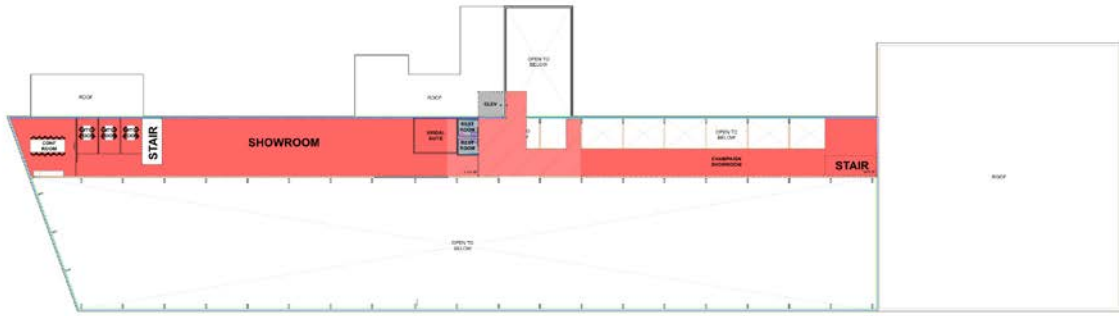
Our plan is to partner with an experienced operator that utilizes the venue to cater to weddings, corporate gatherings, small concerts, galas, markets, art fair, public events and other destination activities, ultimately serving both local residents as well as attracting people and commerce from outside the City into the community. The venue will provide accommodations for both small and larger events, satisfying an unmet regional market need for a venue that comfortably accommodates greater than 300 guests. Hours of operations are expected to be from 8:00am to 12:00am. All events will be in compliance with applicable West Allis ordinances in Chapter 7 [Noise Control Regulations](#). The site will be ADA accessible. Amenities within the Building will include a catering prep kitchen, tables and chairs, artfully designed restrooms, bridal suite, a convenient loading dock, and many details making the space exceptional. Utilizing our longstanding relationships with artists and artisans, we also intend to provide new opportunities for art works and programming as well as creative opportunities for the public to engage with the space.

#### *Impact*

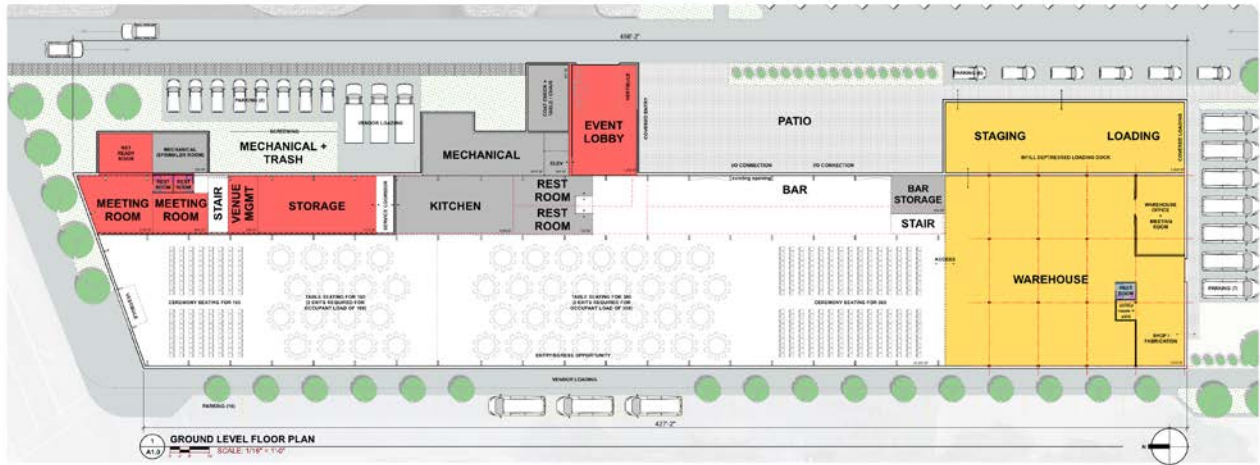
Our goal is to create a world-class project that serves as an architectural jewel within the community of West Allis and as a catalyst to support growth and furtherance of community along National Avenue. The venue will represent a significant positive impact on the local economy by providing hotel room nights, retail spending and local taxes. Similar projects we have completed have received significant local, state and even national attention for both excellence in design and community impact through their operations. For example, Garver Feed Mill was recently featured in a national travel show with over 3M viewers. In addition, it is expected that the 75 jobs will be associated with the on-going operation of the building and public programming will support hundreds of small, locally owned businesses operated by artists, artisans, entrepreneurs, crafters, farmers and food producers.

#### *Conceptual Plan*

Following is a floor plan/stacking plan for the proposed layout for the project



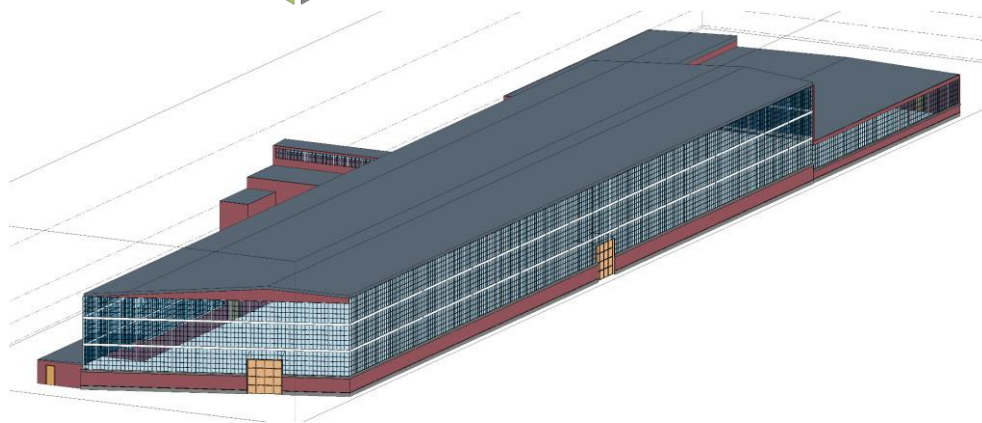
2 MEZZANINE LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



1 GROUND LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"



**BAUM REVISION**  
real estate development



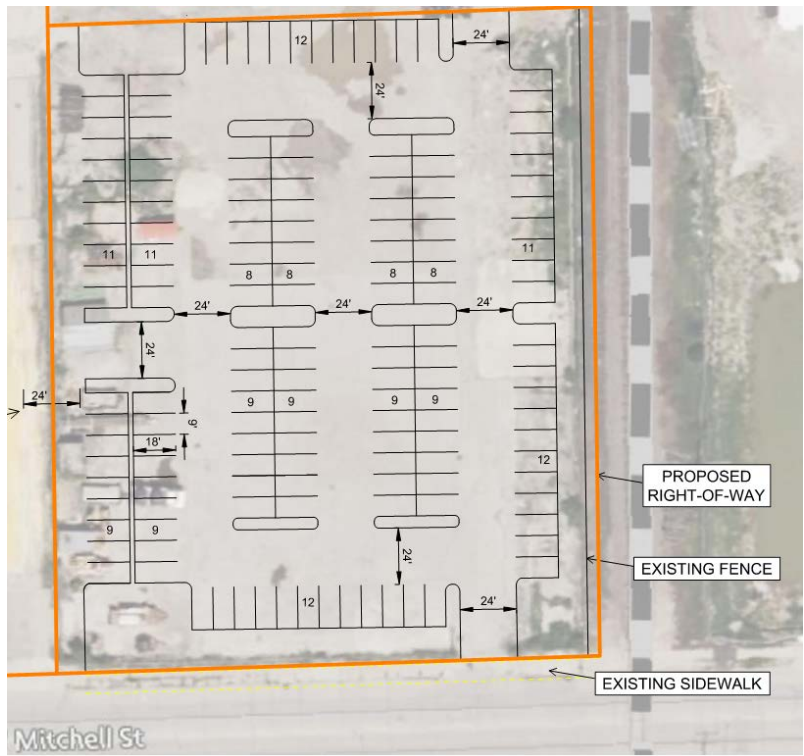


*Zoning*

The Kearney & Trecker Property is located in the I1: Industrial District with an Events Space > 5000 SF as a permitted use.

*Parking & Adjacent Lot Improvements*

Functionally speaking, events need access to 200 parking spaces at a minimum, which will be explored at achieving through on and off-site parking in cooperation with the City.



*Financial Structure/Assistance Request*

The project is anticipated to utilize New Market Tax Credit Financing (anticipated to be contributed from FIRE), State and Federal Historic Tax Credits, Grants from WEDC and other sources, PACE financing, and developer equity. This financial structure largely reflects the structure utilized to facilitate the Garver Feed Mill Development and many other historic projects developed by Baum Revision.

A summary of the project sources and uses of capital and expected NMTC allocation(s) and federal and state tax credit funds, is as follows:

<b>Sources</b>		
<b>Construction</b>	<b>Amount</b>	<b>%</b>
PACE Loan	4,131,791	23.92%
Sub-Debt	2,000,000	11.58%
WEDC Grant	250,000	1.45%
HTC Bridge Loan	3,883,314	22.48%
HTC Equity	575,306	3.33%
NMTC Equity	4,680,000	27.10%
Investor Equity	1,250,734	7.24%
Deferred Development Fee	500,000	2.90%
<b>Total</b>	<b>17,271,144</b>	<b>100.00%</b>
<b>Permanent</b>		
PACE Loan	4,131,791	23.92%
Sub-Debt	2,000,000	11.58%
WEDC Grant	250,000	1.45%
HTC Equity	4,890,099	28.31%
NMTC Equity	4,680,000	27.10%
Investor Equity	819,254	4.74%
Deferred Development Fee	500,000	2.90%
<b>Total</b>	<b>\$17,271,144</b>	<b>100.00%</b>



## **EXHIBIT B**

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS a separate body politic created pursuant to Section 66. 1335 of the Wisconsin Statutes (the “Seller”) and [BR WEST ALLIS], LLC, a Delaware limited liability company (the “Buyer”).

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. Subject to the contingencies in this Agreement, the Buyer shall purchase, and the Seller shall sell and convey by Special Warranty Deed (the “Deed”), fee simple ownership of the existing building improvements and land, commonly referred to 6771 W. National Ave, West Allis, WI (the “Property”). The Property is legal described as attached on Exhibit A.
2. Effective Date. The “Effective Date” in this Agreement shall be the same date identified on the Development Agreement between the City of West Allis, Seller, and Buyer that incorporates the terms of this Agreement.
3. AS-IS Condition. Except as otherwise provided herein, the Buyer shall purchase the Property in “AS-IS, WHERE-IS” condition and “with all faults,” and shall agree that it relied upon no warranties, representations or statements by the Seller, its agents, or its employees in entering into this Agreement or in closing the transaction described herein. Except as provided below, the Buyer’s closing on the acquisition of the Building Improvement shall constitute conclusive evidence that the Buyer is satisfied with the condition of and title to the Property and has waived or satisfied the Buyer’s Contingencies, as described in Paragraph 8 below.
4. Access to Property. The Buyer and the Buyer’s authorized agents, engineers, consultants, appraisers, and contractors shall be permitted access to the Property for the purpose of conducting the inspections and testing anticipated by the “Buyer’s Contingencies” including, but not limited to, environmental assessment of the Property and/or a physical inspection of the Property and any improvements located on the Property at reasonable times with at least twenty-four (24) hours notice to the Seller. The Buyer’s access to and inspection of the Property shall be at Buyer’s sole risk and expense and Seller shall have no responsibility therefor. The Buyer will repair, at the Buyer’s cost, all damages caused by its inspections or testing so that the condition of the Property is returned in as good or better condition as existed prior to the inspections or testing.
5. Buyer Contingencies. Buyer shall acquire title to the Property from Seller upon satisfaction of all the following contingencies:
  - a. Feasibility. The first 60 days after the Effective Date of this Agreement shall be the Feasibility Period. Buyer shall have the right to, at its sole cost and expense, survey and examine the Property and any improvements thereon, including, but not limited to, the physical condition of the Property and any improvements, the availability of access, water, sewer and other utilities and services on the Property and the costs of securing same, the existence of hazardous or toxic substances or pollutants, and the zoning and applicable governmental regulations, statutes and ordinances pertaining to the Property, at any time, with any persons whom it shall designate, including without limitation of the foregoing, appraisers, contractors, engineers and

soil testing personnel. If Buyer promptly (and in any event within 30 days after the Effective Date) orders any report or study for the Property but does not receive the final report or study within 30 days after the Effective Date, it may extend the Feasibility Period for an additional thirty (30) days by giving Authority not less than ten (10) days' written notice prior to expiration of the Feasibility Date. Authority shall permit access to the Property to Developer and any persons designated by Developer, and Authority shall afford them the opportunity to conduct, prepare and perform any surveys, appraisals, and any noninvasive topographical, environmental, traffic, feasibility and other engineering tests, studies, and reports upon the Property that Developer deems necessary or appropriate. Developer shall indemnify, protect, defend and hold City and Authority harmless from all claims, costs, fees or liability of any kind arising out of the acts of Developer or Developer's agents pursuant to this Section; except that Developer shall have no liability for discovery of preexisting conditions (e.g. Developer shall not be responsible for remediating environmental contamination discovered, but not caused or exacerbated, by Developer).

- b. Title Insurance. The Seller shall provide to the Buyer, at the Seller's expense, within thirty (30) days prior to closing a commitment from Chicago Title Company (the "Title Company") to issue an ALTA Owner's Title Insurance Policy in an amount reasonably acceptable to Buyer upon the recording of proper documents, together with extended coverage and a gap endorsement and an ALTA Fee Title Insurance Policy in an amount reasonably acceptable to Buyer. The commitment shall show title to the Building Improvement, as of a date no more than fifteen (15) days before such title proof is provided to the Buyer, to be in the condition called for in this Agreement, and further subject only to liens which will be paid out of the proceeds of the closing and to any exceptions acceptable to the Buyer ("Permitted Exceptions"). The Buyer shall notify the Seller of any objection to title, in writing, prior to closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections and closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out this Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, this Agreement shall be void.
  
- c. DNR Approval. With respect to the environmental investigation, remediation and regulatory activities for all soil and groundwater contamination at the Property as of the effective date of this Purchase and Sale Agreement, it shall be the Seller's exclusive role to negotiate the regulatory approach with the WDNR to achieve Regulatory Project Completion. It should be understood by the Buyer that the Property currently has no remedial action requirements. It is a closed case per the Bureau of Remediation and Redevelopment Tracking System (BRRTS) with continuing obligations, as outlined in the WDNR letter of January 21, 2016 and has since received approval to modify the current land use to Commercial, per the WDNR letter of August 15, 2019. The process to achieve Regulatory Project Completion will include 1) the preparation of a Post-Closure Modification Request, including proposed Barrier Maintenance Plan; 2) the preparation of a Request to Construct on a Historic Fill Site (both of which are required to modify the current paved surfaces on the site); 3) the excavation and disposal of contaminated soil/fill that is generated during the site development for utility installation and/or improvements to the existing site cap; 4) observation and documentation of the installation of the final site cap which will be consistent with the Buyer's redevelopment plan for the Property; and 5) preparation of a report which documents the proper disposal of contaminated soil and construction of the final site cap/barrier, along with an updated Barrier Maintenance Plan. The Seller's obligations will be met once the WDNR receives the Construction Documentation Report and provides a Post-Closure Modification Approval Letter.

- d. Phase 1 ESA. The Seller shall complete a Phase 1 Environmental Site Assessment on the property prior to sale to the Buyer. The Phase I ESA should comply with ASTM International's Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-21 and shall be conducted within 180 days or less prior to property acquisition. Seller shall cause the Phase 1 Environmental Site Assessment to be certified to the Buyer and its lenders, if any.
  - e. Reports. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer copies of all relevant surveys, reports, or studies (collectively "Reports"), in Seller's possession on the Effective Date, pertaining to the Property or the development thereof, including but not limited to all Reports pertaining to drainage, soil, flood, hazardous or toxic substances or pollutants, archaeological or environmental conditions, or power or transmission lines on or adjacent to the Property, as well as all topographical surveys. Any such Reports not in Seller's possession concurrently with the execution hereof but which come into Seller's possession prior to Closing shall be delivered to Buyer promptly after receipt. On written request, Seller shall provide Buyer with access to any and all data and information as Seller may have pertaining to the Property which is not otherwise confidential or privileged materials or any attorney files. Buyer agrees that it shall not attempt to assert any liability against the Seller by reason of the Seller having furnished any data or information pursuant to the terms of this Agreement or by reason of any such data or information becoming or proving to have been incorrect or inaccurate in any respect.
6. Seller Contingencies. Seller shall convey title to the Property to Buyer upon satisfaction of all the following contingencies:
- a. Purchase Price. Buyer shall pay to the Seller a total of One Dollar (\$1.00).
  - b. Site Plan. Buyer shall prepare and provide to Seller a detailed site plan which Seller may use to prepare PCM request, Barrier Maintenance Plan and Historic Fill Exemption. Buyer shall review, provide input if appropriate and approve final Barrier Maintenance Plan.
  - c. Good faith cooperation with Seller in Seller's efforts to obtain Remediation Project Completion, including executing such documents as may be necessary in connection therewith
7. Closing.
- a. The closing shall occur no later than \_\_\_\_\_, 2024, unless otherwise agreed to in writing by the parties. The Seller agrees to execute and deliver to the Buyer at closing the Deed allowing the Title Company to insure that title to the Property is good and indefeasible, and conveying the Property to the Buyer free and clear from all liens and encumbrances, excepting the following: Municipal and zoning ordinances and any Buyer approved State and Federal restrictions that may impact the Building Improvement.
  - b. The Buyer shall pay all recording/filing fees except that the Seller shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Property to be in the condition called for by this Agreement.
  - c. The Seller shall be responsible for any and all special assessments, area assessments, interceptor charges or any other charges payable to any municipality or utility with regard to the Property as of the date of closing.

- d. The Seller shall pay any Wisconsin Real Estate Transfer fee, if any, due in connection with the conveyance of the Property.
8. Casualty. If, after the Effective Date the Property is destroyed by any fire, storm, accident or other casualty (“Casualty”) (excluding routine wear and tear), Seller shall notify Buyer in writing of such Casualty promptly after obtaining knowledge thereof. In the event of a Casualty, Buyer shall have the unilateral right to elect to terminate this Agreement in its entirety by giving written notice to Seller no later than ten (10) business days after the giving of Seller’s notice. The failure by Buyer to so elect in writing to terminate this Agreement within such ten (10) business day period shall be deemed an election not to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph 9, this Agreement shall terminate and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it shall survive the termination of this Agreement
9. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested and postage prepaid, or by overnight delivery service, or shall be personally served, to the Buyer and the Seller at the following addresses:

BUYER: BR WEST ALLIS, LLC  
1030 W. Chicago Ave  
Suite 300  
Chicago, IL 60622  
Attn: Scott Goldman

SELLER:  
Community Development Authority of the City of West Allis  
Economic Development Department  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Attn: Executive Director

All notices shall be deemed received either when actually received or three (3) days after deposit (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

10. Default. If the Seller defaults in the full and timely performance of any of its obligations hereunder, the Buyer shall be entitled to all remedies available hereunder or otherwise at law or in equity, including, without limitation, the right to terminate this Agreement or seek specific performance. If the Buyer defaults in the full and timely performance of any of its obligations hereunder, the Seller shall be entitled to all remedies available hereunder or otherwise at law or in equity, including, without limitation, the right to terminate this Agreement or seek specific performance.
11. Entire Agreement. This Agreement contains the entire agreement between the Seller and the Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written document signed by each of the parties.

12. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.
13. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.
14. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.
15. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.
16. Time of the Essence. Time is of the essence for the performance of this Agreement.
17. Reversion. The Buyer shall have three (3) years from the date of closing to redevelop the Property and obtain a Certificate of Occupancy. If the Buyer has not obtained a Certificate of Occupancy within three (3) years from the date of sale, unless the delays in obtaining same are due to either: (i) the Seller's failure to issue the Certificate of Occupancy despite timely submissions by Buyer or (ii) force majeure, then subject to the terms and conditions of this Paragraph 5 and agreements with the Lenders to the contrary, ownership of the Property shall revert back to the Seller at no cost ("Reversion Rights"); provided, however that before any Reversion Rights are exercised hereunder, the Seller shall provide notice to Lender. The Buyer shall not be entitled to any damages or compensation in the event of a reversion as described under this Paragraph 5. This paragraph may be modified by the parties based on the condition of the Property.
- 18.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: \_\_\_\_\_  
Name: Patrick Schloss\_\_\_\_\_  
Title: Executive Director of the City of West Allis\_\_\_\_\_

BUYER: BR WEST ALLIS, LLC,  
By: Baum Revision, LLC

By: \_\_\_\_\_  
Name: Scott Goldman  
Title: Manager

Form of Deed

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable considerations, The COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS a separate body politic created by ordinance of the CITY OF WEST ALLIS, pursuant to Section 66. 1335 of the Wisconsin Statutes (“Grantor”), hereby conveys to [BR WEST ALLIS], a \_\_\_\_\_ (“Grantee”), the following real property situated in \_\_\_\_\_ County, Wisconsin, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

SUBJECT TO current real property taxes and other assessments; patent reservations; and all easements, rights of way, covenants, conditions, restrictions and other matters as may appear of record or which an accurate survey or inspection would reveal.

AND Grantor hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS a separate body politic created pursuant to Section 66. 1335 of the Wisconsin Statutes

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF WISCONSIN                             )  
   ) ss.  
County of \_\_\_\_\_                             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the Executive Director of the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS a separate body politic created pursuant to Section 66. 1335 of the Wisconsin Statutes, who acknowledged that he signed the foregoing instrument on behalf of the City.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## Exhibit A

### LEGAL DESCRIPTION

The Land is described as follows:

Block 1, together with the vacated East-West alley in said Block, in Gross' West-Allis Addition, in the West ½ of Section 3, Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

EXCEPTING THEREFROM that part of Lot 16, bounded and described as follows: Beginning at the Southwest corner of said Lot 16; thence North along the West line of said Lot 16, 5.00 feet; thence South 45° 00' East 7.07 feet; thence West along the South line of said Lot 16, 5.00 feet to the point of beginning.

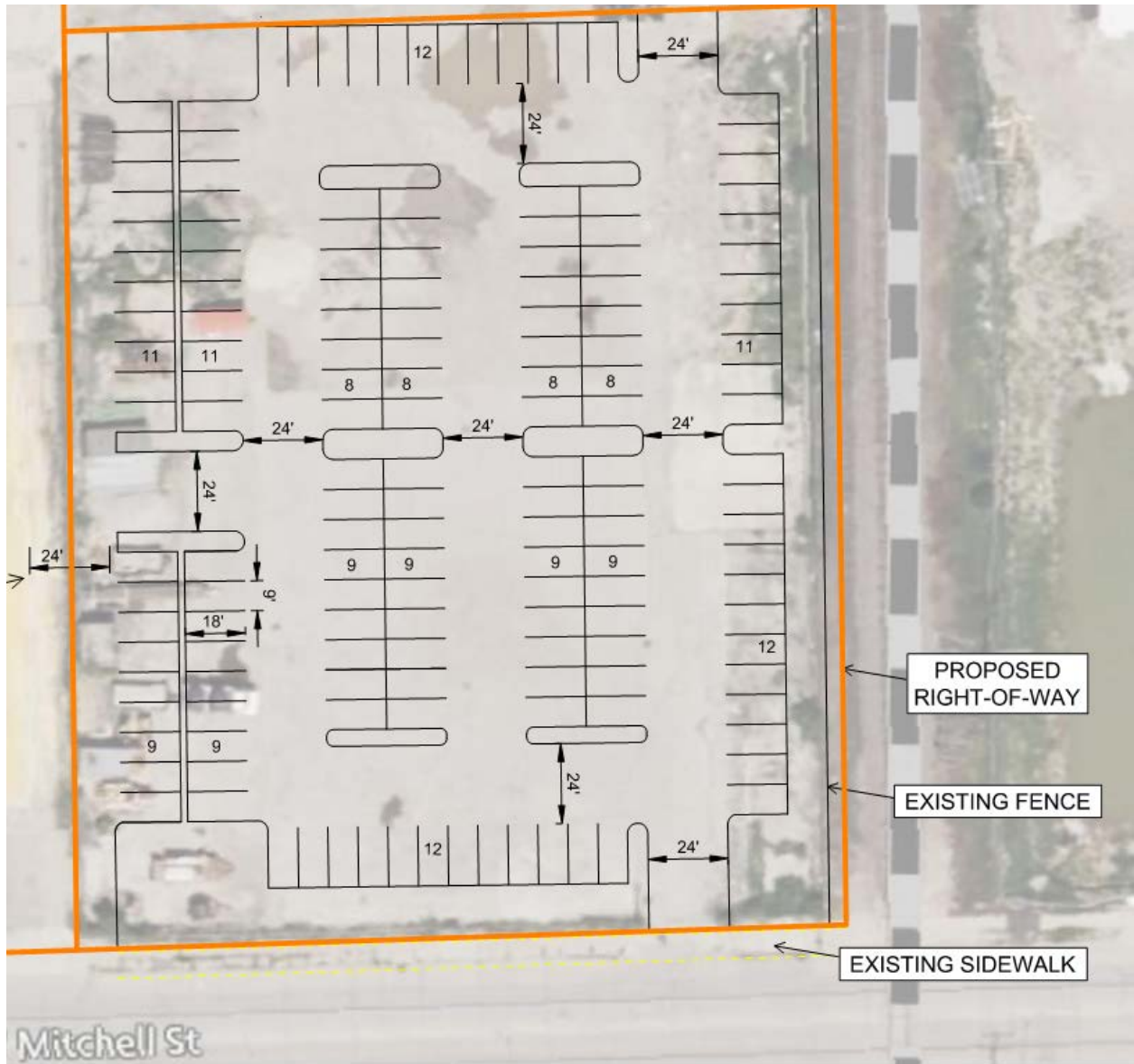
ALSO all that part of Lot 1 in Block 2, in Assessor's Plat No. 269, being a part of the Northwest ¼, Northeast ¼ and Southeast ¼ of Section 3, Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southwest ¼ corner of the said Lot 1; thence North along the West line of the said Lot 1, 524.11 feet; thence North 68° 11' 50" East, along the South line of West National Avenue, 25.84 feet; thence South and parallel to the West line of the said Lot 1, 533.23 feet; thence South 89° 03' 50" West along the North line of West Mitchell Street, 24.00 feet to the place of commencement.

SAID LAND MAY ALSO BE DESCRIBED AS FOLLOWS:

Block 1, together with the vacated East-West alley in said Block EXCEPT part of Lot 16, Gross' West-Allis Addition, in the West ½ of Section 3, Town 6 North, Range 21 East.

ALSO part of Lot 1, Block 2, in Assessor's Plat No. 269, being a part of the Northwest ¼, Northeast ¼ and Southeast ¼ of Section 3, Town 6 North, Range 21 East, all lying and being in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of Lot 1, Block 2, Assessor's Plat No. 269; thence South 88° 18' 10" West along the North right-of-way line of W. Mitchell Street 115.00 feet; thence North 46° 14' 59" West, 7.02 feet to a point on the East right-of-way line of S. 68th Street; thence North 00° 48' 08" West along the East right-of-way line of said Street 473.68 feet to a point on the Southeasterly right-of-way line of W. National Avenue; thence North 67° 23' 07" East along the Southeasterly right-of-way line of said Avenue 155.07 feet; thence South 00° 48' 08" East, 533.97 feet to a point on the North right-of-way line of W. Mitchell Street; thence South 88° 07' 25" West along the North right-of-way line of said Street 24.00 feet to the point of beginning.

**EXHIBIT C**



**EXHIBIT D**



## ENVIRONMENTAL

Incremental environmental cost on 6771: This does NOT include any part of the cap such as pavement or topsoil or other forms of cap that would otherwise be needed. The below is an a breakdown of an estimate of potential incremental costs that could be incurred:

Post Closure Modification Request & Historic Fill Exemption Request: \$20,000

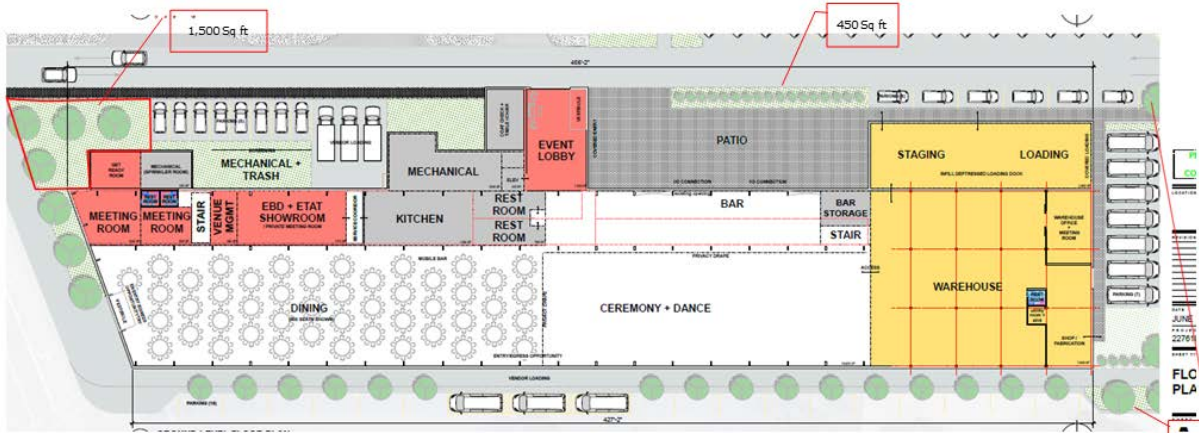
Excavation/Hauling/Disposal of soil required for installation of landscaped areas: 125 CY ~ 200T @ \$70/T = \$14,000

Clean soil fill in landscaped areas (estimate 1' clean soil, not including topsoil or mulch that Developer would pay to install as part of std. development cost): 200T @ \$30/T = \$6,000

Waste Characterization, Landfill Coordination and Oversight and Documentation of contaminated soil management and cap installation: \$45,000

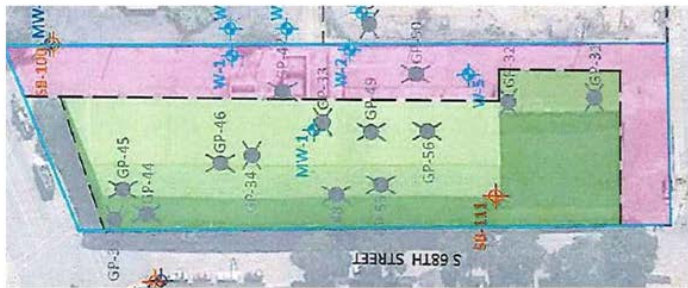
So, total incremental costs are estimated at \$85,000, with a contingency plan on \$110,000. Numbers should be refined with a complete site plan.

The areas proposed for landscaping are not entirely clear, but the following assumptions based on the site plan and have rounded up for a total landscaped area of 3,000 Sq ft. Rounding up and adding volume for large tree balls, estimated 125 CY of contaminated soil to be disposed off-site.



This is also based on the approved Cap Maintenance Plan

Need more detail here, but estimated 1,000 Sq ft on south side of building







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17975 West Sarah Lane  
Suite 100  
Brookfield, WI 53045  
T: 262.754.2560  
F: 262.923.7758  
www.gza.com

January 11, 2024  
File No. 20.P000564.24

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

Subject: Proposal for Case Closure Request Services  
67<sup>th</sup> Place Industrial Park  
1960 South 67<sup>th</sup> Street  
West Allis, Wisconsin

Dear Mr. Schloss:

As a follow-up to our telephone conversation on January 2, 2024, GZA GeoEnvironmental, Inc. (GZA) is pleased to present the City of West Allis ("City"/"Client") this proposal for closure reporting services (proposal) for the 67<sup>th</sup> Place Industrial Park located at 1960 South 67<sup>th</sup> Place in the City of West Allis, Wisconsin ("Site").

#### **ORGANIZATION AND STAFF**

Founded in 1964, GZA has a wealth of experience in redevelopment, site investigation, remediation, and environmental compliance throughout Wisconsin, the Midwest, and many areas of the United States. With over 700 professionals engaged in environmental programs, we believe we can offer tremendous depth and perspective to the City of West Allis. GZA is a leader in redevelopment services ranging from assessment, site investigation, remediation alternatives, and storm water and we have gained the respect of the regulatory community for the impartial and high-quality services provided by our firm. GZA was instrumental in assisting the Wisconsin Department of Natural Resources (WDNR) in the development of the closure regulations set forth in Chapter NR 726 of the Wisconsin Administrative Code (Wis. Adm. Code) in 1996, and is often asked by clients for assistance in supporting closure from the WDNR. Background information on GZA and our office locations is provided in **Attachment 1**.

#### **SCOPE OF WORK**

Based on our review of existing documents and our discussion on January 2, 2024, GZA developed the following anticipated scope of work for support of the Site:

1. Preparation of the NR 700 Semi-Annual Report;
2. Coordination with the WDNR Project Manager to provide a Site update and next steps in the project; and
3. Preparation of an updated Case Closure Request.

#### **COST**

Billings for GZA's professional services will be on a time and materials basis for the above scope of work in accordance with the Schedule of Fees provided in **Attachment 2**. Based on the proposed scope of work outlined above, we estimate the costs to execute this scope of work to be approximately \$3,000. We have assumed that additional NR749 Fees for Case Closure and



placement of the Site on the WDNR’s GIS Registry (previously paid to the WDNR) will not be required. This estimate is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort required. The actual charges may vary, either upward or downward, depending on the execution of the work.

**SCHEDULE**

GZA will commence work upon receipt of authorization from the City of West Allis.

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the Terms and Conditions for Professional Services (“Terms and Conditions”) provided in **Attachment 3**. GZA’s submittals will be prepared on behalf of and for the exclusive use of the City. The City acknowledges and agrees that the submittals and the findings in the submittals shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any such additional dissemination, use, or reliance by other parties.

**ACCEPTANCE**

This proposal can be accepted by signing in the appropriate space below and returning one complete copy to us. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (414) 331-9392 or via email at [benjamin.verburg@gza.com](mailto:benjamin.verburg@gza.com) with questions.

Very truly yours,

**GZA GeoEnvironmental, Inc.**

Benjamin J. Verburg, P.E.  
Associate Principal/Vice President

James F. Drought, P.H.  
Principal Hydrogeologist

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- Attachments: GZA Background Information
- Schedule of Fees
- Terms and Conditions



This Proposal for Services, Schedule of Fees, and Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name, and on behalf of the City of West Allis.

**CITY OF WEST ALLIS**

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

This Proposal for Services, Schedule of Fees, and Terms and Conditions may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



**ATTACHMENT 1**

**GZA Background Information**



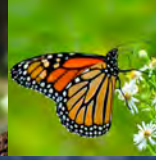
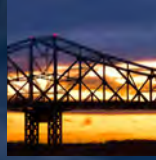
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# ENVIRONMENTAL





## ENVIRONMENTAL



Field-screening of soils at an industrial remediation site

We provide our clients with value-added solutions and a first-class consulting experience. As one of the first firms in the country to offer environmental services, GZA has built its reputation on the effective execution of multidisciplinary projects for a wide array of clients. Our success is rooted in the practical assessment of contamination in the natural and built environment, and the skillful integration of diverse technical resources to develop a complete solution. GZA has been at the forefront of providing environmental consulting services since its inception, and in combination with our geotechnical, ecological, water and construction management services, has the breadth and depth of capabilities to handle all of our clients' environmental needs. When faced with challenges that require the support, insight and wisdom of a recognized leader in the industry, **GZA is the firm to which clients turn.**

## PROJECT SPOTLIGHT

### Brownfield Redevelopment Project

#### THE CHALLENGE

GZA was retained to provide environmental remediation services as part of a brownfield redevelopment project. The property contained elevated arsenic concentrations in soils above remedial standards and was located adjacent to a Superfund site as well as a river. GZA was asked to develop a practical, cost-effective solution that would protect human health and the environment while allowing development to occur.

#### OUR SOLUTION

GZA worked with regulators and stakeholders to derive a site-specific arsenic standard based on arsenic and iron geochemistry, observed impacts to groundwater and eliminated future impacts to the river.

#### THE RESULT

By establishing a customized and acceptable standard for arsenic remediation, GZA saved the client \$1.5M, enabling the development of this proposed mixed-use site without impacting profitability through capping, using development features, targeted excavation and groundwater control.



New town hall built on a successfully remediated brownfields site



With strong technical leadership in each office throughout the company, GZA's leaders are proficient in site assessment, MGP investigation and remediation, brownfields, in-situ remediation, environmental compliance, transactional support, high-resolution site characterization, and biogeochemical remediation. We employ highly specialized technical practitioners such as:

- Licensed professionals
- Engineers
- Scientists
- Industrial hygienists
- Toxicologists

Serving a robust clientele in multiple market sectors, GZA is particularly focused on the needs of the institutional, power, industrial, oil and gas, government, commercial, and construction markets.



*Hazardous materials and demolition assessments*



*GZA personnel utilize in-situ biogeochemical remediation technologies*

GZA is able to identify complex challenges, quickly deploy the appropriate team, and resolve a situation using an integrated and value-added approach to environmental management that achieves our client's goals. With an acute awareness of new technical developments in the industry and a proactive program for learning and applying the latest regulations, GZA continually looks towards making our built and natural environments safe, pleasant, and progressive places to live, work and grow. When the time comes to seek environmental advice, **Choose GZA.**

#### ENVIRONMENTAL SERVICES

- ENVIRONMENTAL SITE ASSESSMENT AND INVESTIGATION
- SITE REMEDIATION
- ENVIRONMENTAL HEALTH AND SAFETY REGULATORY COMPLIANCE
- AIR QUALITY
- HAZARDOUS MATERIALS MANAGEMENT / DEMOLITION
- SUSTAINABILITY ADVISORY SERVICES



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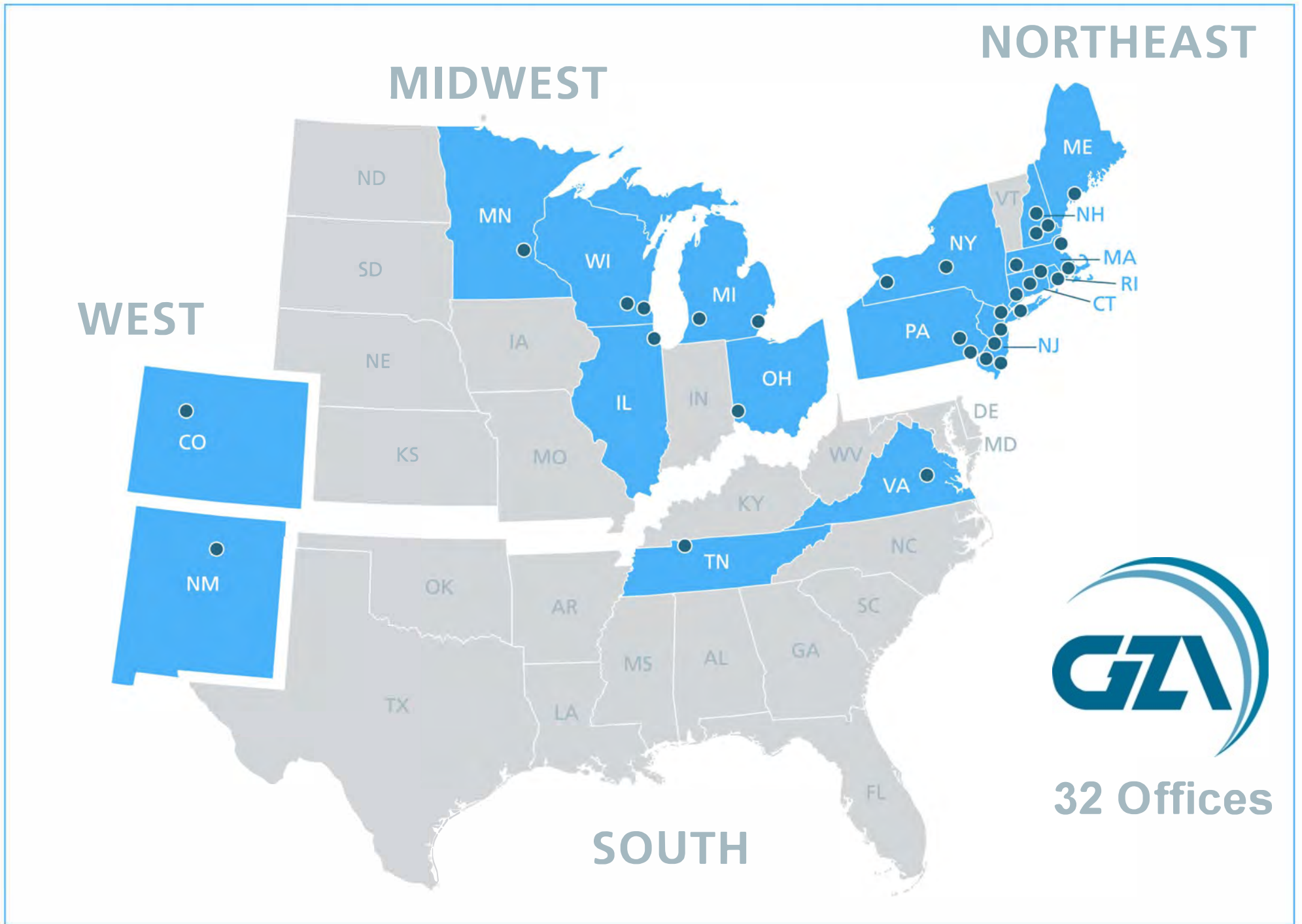
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CONSTRUCTION MANAGEMENT







## Colorado

4430 Arapahoe Avenue,  
Suite 220  
Boulder, CO 80303  
(720) 360-3080

## Connecticut

95 Glastonbury Boulevard  
3<sup>rd</sup> Floor  
Glastonbury, CT 06033  
(860) 286-8900  
Fax: (860) 633-5699

35 Nutmeg Drive  
Suite 325  
Trumbull, CT 06611  
(203) 380-8188  
Fax: (203) 375-1529

Ecosystem/GZA  
135 Sheldon Road  
Box 1, Unit I  
Manchester, CT 06042  
(860) 742-0744  
Fax: (860) 742-0715

## Illinois

GZA/Huff & Huff, Inc.,  
A Subsidiary of GZA  
915 Harger Road, Suite 330  
Oak Brook, IL 60523  
(630) 684-9100 (H&H)  
Fax: (630) 928-0709

## Maine

707 Sable Oaks Drive  
Suite 150  
South Portland, ME 04106  
T: 207.879.9190  
F: 207.536.1173

## Massachusetts

249 Vanderbilt Avenue  
(Corporate)  
Norwood, MA 02062  
(781) 278-3700  
Fax: (781) 278-5701  
Fax: (781) 278-5702

144 Elm Street  
Amesbury, MA 01913  
(781) 278-4800  
Fax: (978) 834-6269

1350 Main Street  
Suite 1400  
Springfield, MA 01103  
(413) 726-2100  
Fax: (413) 732-1249

## Michigan

GZA/Rose & Westra  
The Widdicomb Building  
601 Fifth Street NW  
Suite 102  
Grand Rapids, MI 49504  
(616) 956-6123  
Fax: (616) 288-3327

19500 Victor Parkway  
Suite 300  
Livonia, MI 48152  
(734) 462-0207  
Fax: (734) 464-6042

## Minnesota

GZA/Vieau Associates  
7505 Metro Boulevard  
Suite 300  
Edina, MN 55439  
(952) 893-7931  
Fax: (952) 893-7932

## New Hampshire

5 Commerce Park North  
Suite 201  
Bedford, NH 03110  
(603) 623-3600  
Fax: (603) 624-9463

372 West Street, Suite 100  
Keene, NH 03431  
(603) 283-0300

Emery & Garrett, a  
Division of GZA  
P.O. Box 1578  
56 Main Street  
Meredith, NH 03253  
(603) 279-4425  
Fax: (603) 279-8717

## New Jersey

55 Lane Road  
Suite 407  
Fairfield, NJ 07004  
(973) 774-3300  
Fax: (973) 774-3350

856 So. White Horse Pike  
Suite 1  
Hammononton, NJ 08037  
(609) 567-9330  
Fax: (609) 567-9335

Melick-Tully and Assoc.,  
A Division of GZA  
117 Canal Road  
South Bound Brook, NJ  
08880  
(732) 356-3400

## New York

GZA of NY  
300 Pearl Street  
Suite 700  
Buffalo, NY 14202  
(716) 685-2300  
Fax: (716) 248-1472

GZA of NY  
104 West 29th Street  
10th Floor  
New York, NY 10001  
(212) 594-8140  
Fax: (212) 279-8180

6296 Fly Road  
East Syracuse, NY 13057  
(315) 800-1800  
Fax: (315) 437-5444

324 South Service Road  
Suite 119  
Melville, NY 11747

## Ohio

3644 Werk Road #58707  
Cincinnati, OH 45258  
(513) 314-9999

## Pennsylvania

100 West Main Street  
Suite 413  
Lansdale, PA 19446  
(215) 591-3800  
Fax: (267) 319-1014

1515 Market Street  
Suite 945  
Philadelphia, PA 19102  
(215) 591-3800  
Fax: (267) 319-1014

## Rhode Island

188 Valley Street  
Suite 300  
Providence, RI 02909  
(401) 421-4140  
Fax: (401) 751-8613

## Tennessee

P.O. Box 30574  
Clarksville, TN 37040  
(781) 278-5847

## Virginia

12220 Chattanooga Plaza  
#115  
Midlothian, VA 23112  
(774) 256-4306

## Wisconsin

247 W. Freshwater Way  
Suite 542  
Milwaukee, WI 53204  
(414) 831-2539

17975 West Sarah Lane  
Suite 100  
Brookfield, WI 53045  
(262) 754-2560  
Fax: (262) 923-7758



**ATTACHMENT 2**

**Schedule of Fees**

**GZA GEOENVIRONMENTAL, INC.  
CITY OF WEST ALLIS  
SCHEDULE OF FEES**

<u>LABOR</u>	<u>Per Hour</u>
Principal	\$ 220
Associate Principal / Project Reviewer	\$ 200
Senior Consultant	\$ 200
Senior Project Manager/Senior Technical Specialist	\$ 185
Project Manager/Technical Specialist	\$ 165
Assistant Project Manager / Senior Field Staff	\$ 145
Engineer / Geologist / Environmental Specialist / Scientist I	\$ 130
Engineer / Geologist / Environmental Specialist / Scientist II	\$ 120
Consulting Scientist	\$ 120
Engineering / Geological Technician I*	\$ 100
Engineering / Geological Technician II*	\$ 95
Sr. CAD / Technical Designer*	\$ 140
CAD / Technical Designer / Technical Graphics Technician*	\$ 135
Sr. Administrative Assistant*	\$ 110
Administrative Assistant*	\$ 95
Outside Services and Subcontractors	Cost plus 15%
Expenses	Cost plus 15%

\* For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for:

- Time required for travel from Company office to job or meeting site and return.
- For expert (sworn) testimony the above rates will be charged at two times the fee schedule.

**EXPENSES**

- Laboratory service, rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices.
- Printing, reproduction, photographs, shipping charges and material purchases.
- Communication fee charged at 3.0% of labor invoiced for total cost of local, long distance, and cellular phone equipment and connectivity; electronic data communication and transmission; facsimile and document scanning; and USPS postage.
- Company van/pick-up for projects \$0.75/Mile. Personal vehicle travel for projects \$0.67/Mile, or prevailing federal government rate.

**INVOICES**

Progress invoices will be submitted to the client periodically and a final bill will be submitted upon completion of our services. Each invoice is due within thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or if lower, the maximum lawful rate, on past due accounts.

It is our Firm's practice to consider adjustments to hourly rates once annually at the beginning of the year.

**BUDGETS**

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.

**FUNDS PAYABLE IN UNITED STATES CURRENCY**

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**ATTACHMENT 3**

**Terms and Conditions**



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by GZA GeoEnvironmental, Inc.

Client ("You" or "you"): City of West Allis

Proposal No: 20.P000564.24

Site: 1960 South 67th Street, West Allis, Wisconsin

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
- 2) **Standard of Care; Warranties.**
  - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS.**
  - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3) **Payment.**
  - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
- 4) **Your Responsibilities.**
  - a) Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
  - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and GZA and its officers, directors, members, partners, agents, employees, and subconsultants (the "GZA Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c) In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - b) that are not correctly marked by the appropriate utility.



- 7) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 11) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12) **Changed Conditions.**
  - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 13) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 15) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



- 16) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 17) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct.
- 18) **Limitation of Remedies.**
- a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, principals, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
  - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
  - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages.
  - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
  - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 19) **Disputes.**
- a) All disputes between you and GZA shall be subject to non-binding mediation.
  - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
  - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is decided or adjudicated via the binding dispute resolution procedures contained in this Agreement that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is decided or adjudicated that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
- 20) **Miscellaneous.**
- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
  - b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
  - c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
  - d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
  - e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
  - f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
  - g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
  - h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.





- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
  - j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
  - k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
  - l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
- 21) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.
- 22) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
  - d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.



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17975 West Sarah Lane  
Suite 100  
Brookfield, WI 53045  
T: 262.754.2560  
F: 262.923.7758  
www.gza.com

January 11, 2024  
File No. 20.P000565.24

Mr. Jonathan S. Ross, President  
Ogden & Company Investment Partners, LLC  
1665 North Water Street  
Milwaukee, Wisconsin 53202-2061

Subject: Proposal for Site Investigation Report (SIR) and Case Closure Request Preparation  
Element 84 / Former Milwaukee Gray Iron Foundry  
1501 South 83<sup>rd</sup> Street  
West Allis, Wisconsin

Dear Mr. Ross:

GZA GeoEnvironmental, Inc. (GZA) is pleased to present Ogden & Company Investment Partners, LLC (Ogden/"Client") with this proposal for the preparation of a Site Investigation Report (SIR) and Case Closure request for Element 84 located at 1501 South 83<sup>rd</sup> Street in the City of West Allis, Wisconsin ("Site"). Project background information is included in this proposal followed by a scope of work and cost estimate.

#### PROJECT BACKGROUND

The Site is a part of Tax Incremental District (TID) Number 11, which contains 11.4 acres of land generally located at the southeast corner of South 84<sup>th</sup> Street and West Greenfield Avenue. The TID was formed from the Milwaukee Gray Iron Foundry, Mykonos restaurant, and several residential homes, all of which sustained heavy flood damage. Environmental site investigations were conducted on neighboring parcels to the Site in TID 11. Substantial storm water prevention infrastructure was installed to lay the groundwork for future investment.

Ogden retained Arcadis U.S., Inc. to conduct a Phase II Environmental Site Assessment (ESA) at the Site in 2018. The Phase II ESA was conducted because aerial photographs and historic land use suggested that fill material (e.g., foundry sand) was historically used to raise the grade of the on-Site building (a rectangular, commercial building - State Fair Court). State Fair Court was a former trolley house and the grade was noted to be at a higher elevation during the Phase I ESA on-Site inspection and in aerial photographs. Fill material (foundry sand) was identified on the adjoining MGI property, which is part of larger West Allis 84 Properties.

The results of the Phase II ESA found that fill material was encountered in each soil boring at the Site and included crushed gravel, slag, as well as sand and clay soil. The shallow soil samples from the soil borings collected from the fill material reported petroleum volatile organic compounds (PVOCs), polycyclic aromatic hydrocarbons (PAHs), arsenic, lead, and selenium.

PVOCs included benzene, ethylbenzene, toluene, and xylenes (total) (BETX) and 1,2,4- and 1,3,5-trimethylbenzenes (TMB). PVOCs were detected in the shallow and deep soil samples (collected from a depth less than 10 feet below the ground surface [bgs]) in five of the soil borings. Benzene was the only PVOC detected above criteria; benzene was detected above the soil to groundwater pathway residual contaminant level (GW-RCL) in the soil samples collected from four soil borings.

Seven PAHs were detected in shallow and deep soil samples above criteria in two soil borings. The seven PAHs included benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene,



dibenz(a,h)anthracene, indeno(1,2,3-cd)pyrene, and naphthalene. The soil criteria exceeded included the GW-RCL, non-industrial direct contact RCL (DC-RCL<sub>non-ind</sub>), and industrial direct contact RCL (DC-RCL<sub>ind</sub>).

Redevelopment of the Site included removal of soil as necessary to construct underground parking and infrastructure. The soil was either placed at the Closed West Allis Municipal Landfill located at 11241 West Lincoln Avenue in West Allis, Wisconsin (License Number 1718) or off-Site disposal at a licensed solid waste landfill. A Construction Documentation Report was submitted and approved by the Wisconsin Department of Natural Resources (WDNR) in 2022. The Construction Documentation Report was a summary of the placement and capping of the contaminated soil generated on-Site and placed at the Closed West Allis Municipal Landfill.

**SCOPE OF WORK**

Based on our project understanding, having familiarity with the project since inception, GZA has developed the following anticipated scope of work for support at the Site.

Task 1 - NR716 Site Investigation Report

Under Task 1, GZA will coordinate with the WDNR Project Manager and provide a Site update. GZA will prepare a NR 716 SIR for submittal with a NR749 review fee to the WDNR. GZA will coordinate with the WDNR and present the findings of the SIR and recommended next steps. Task 1 also includes preparation of the NR700 Semi-Annual Report.

Task 2 - Historic Fill Exemption Update

There is an existing Historic Fill Exemption for the Site. Under Task 2, GZA will prepare and submit an updated Historic Fill Exemption for the Element 84 redevelopment to the WDNR. WDNR review fees are included in the cost estimate.

Task 3 - Case Closure Request

When the Element 84 redevelopment is completed, GZA will prepare a Case Closure Request for the Site. The Case Closure Request will be a summary of Site data collected since project inception and will document the field activities that occurred during the redevelopment, as well as final cap construction.

**COST ESTIMATE**

Billings for GZA’s professional services will be on a time and materials basis for the above scope of work in accordance with the Schedule of Fees provided in **Attachment 1**. Based on the proposed scope of work outlined above, we estimate the costs to execute this scope of work to be approximately \$17,300, as follows:

**Table 1. Proposal Budget by Task**

Task No.	Task Name	GZA Labor and Expenses
1	NR 716 SIR	\$7,800
2	Historic Fill Exemption Update	\$2,500
3	Case Closure Request	\$7,000
Total:		\$17,300

This estimate is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort required. The actual charges may vary, either upward or downward, depending on the execution of the work.



**SCHEDULE**

GZA will commence work upon receipt of authorization from the Ogden.

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the Terms and Conditions for Professional Services (“Terms and Conditions”) provided in **Attachment 2**. GZA’s submittals will be prepared on behalf of and for the exclusive use of Ogden. Ogden acknowledges and agrees that the submittals and the findings in the submittals shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any such additional dissemination, use, or reliance by other parties.

**ORGANIZATION AND STAFF**

Founded in 1964, GZA has a wealth of experience in redevelopment, site investigation, remediation, and environmental compliance throughout Wisconsin, the Midwest, and many areas of the United States. With over 700 professionals engaged in environmental programs, we believe we can offer tremendous depth and perspective to Ogden. GZA is a leader in redevelopment services ranging from assessment, site investigation, remediation alternatives, and storm water and we have gained the respect of the regulatory community for the impartial and high-quality services provided by our firm. GZA was instrumental in assisting the WDNR in the development of the closure regulations set forth in Chapter NR 726 of the Wisconsin Administrative Code (Wis. Adm. Code) in 1996, and is often asked by clients for assistance in supporting closure from the WDNR. Background information on GZA and our office locations is provided in **Attachment 3**.

**ACCEPTANCE**

This proposal can be accepted by signing in the appropriate space below and returning one complete copy to us. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (414) 331-9392 or via email at [benjamin.verburg@gza.com](mailto:benjamin.verburg@gza.com) with questions.

Very truly yours,

**GZA GeoEnvironmental, Inc.**

Benjamin J. Verburg, P.E.  
Associate Principal/Vice President

James F. Drought, P.H.  
Principal Hydrogeologist

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cc: Mr. Patrick Schloss, Economic Development Executive Director

- Attachments: Schedule of Fees
- Terms and Conditions
- GZA Background Information



This Proposal for Services, Schedule of Fees, and Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name, and on behalf of Ogden & Company Investment Partners, LLC.

**OGDEN & COMPANY INVESTMENT PARTNERS, LLC**

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

This Proposal for Services, Schedule of Fees, and Terms and Conditions may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



**ATTACHMENT 1**

**Schedule of Fees**

**GZA GEOENVIRONMENTAL, INC.  
 OGDEN & COMPANY INVESTMENT PARTNERS, LLC  
 SCHEDULE OF FEES**

<u>LABOR</u>	<u>Per Hour</u>
Principal	\$ 220
Associate Principal / Project Reviewer	\$ 200
Senior Consultant	\$ 200
Senior Project Manager/Senior Technical Specialist	\$ 185
Project Manager/Technical Specialist	\$ 165
Assistant Project Manager / Senior Field Staff	\$ 145
Engineer / Geologist / Environmental Specialist / Scientist I	\$ 130
Engineer / Geologist / Environmental Specialist / Scientist II	\$ 120
Consulting Scientist	\$ 120
Engineering / Geological Technician I*	\$ 100
Engineering / Geological Technician II*	\$ 95
Sr. CAD / Technical Designer*	\$ 140
CAD / Technical Designer / Technical Graphics Technician*	\$ 135
Sr. Administrative Assistant*	\$ 110
Administrative Assistant*	\$ 95
Outside Services and Subcontractors	Cost plus 15%
Expenses	Cost plus 15%

\* For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for:

- Time required for travel from Company office to job or meeting site and return.
- For expert (sworn) testimony the above rates will be charged at two times the fee schedule.

**EXPENSES**

- Laboratory service, rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices.
- Printing, reproduction, photographs, shipping charges and material purchases.
- Communication fee charged at 3.0% of labor invoiced for total cost of local, long distance, and cellular phone equipment and connectivity; electronic data communication and transmission; facsimile and document scanning; and USPS postage.
- Company van/pick-up for projects \$0.75/Mile. Personal vehicle travel for projects \$0.67/Mile, or prevailing federal government rate.

**INVOICES**

Progress invoices will be submitted to the client periodically and a final bill will be submitted upon completion of our services. Each invoice is due within thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or if lower, the maximum lawful rate, on past due accounts.

It is our Firm's practice to consider adjustments to hourly rates once annually at the beginning of the year.

**BUDGETS**

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.

**FUNDS PAYABLE IN UNITED STATES CURRENCY**

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**ATTACHMENT 2**

**Terms and Conditions**





## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by GZA GeoEnvironmental, Inc.

Client ("You" or "you"): Ogden & Company Investment Partners, LLC

Proposal No: 20.P000565.24

Site: 1501 South 83rd Street, West Allis, Wisconsin

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
- 2) **Standard of Care; Warranties.**
  - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS.**
  - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3) **Payment.**
  - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
- 4) **Your Responsibilities.**
  - a) Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
  - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and GZA and its officers, directors, members, partners, agents, employees, and subconsultants (the "GZA Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c) In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - b) that are not correctly marked by the appropriate utility.



- 7) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 11) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12) **Changed Conditions.**
  - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 13) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 15) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



- 16) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 17) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct.
- 18) **Limitation of Remedies.**
- a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, principals, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
  - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
  - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages.
  - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
  - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 19) **Disputes.**
- a) All disputes between you and GZA shall be subject to non-binding mediation.
  - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
  - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is decided or adjudicated via the binding dispute resolution procedures contained in this Agreement that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is decided or adjudicated that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
- 20) **Miscellaneous.**
- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
  - b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
  - c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
  - d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
  - e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
  - f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
  - g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
  - h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.



- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
  - j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
  - k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
  - l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
- 21) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.
- 22) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
  - d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.

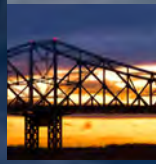


**ATTACHMENT 3**

**GZA Background Information**



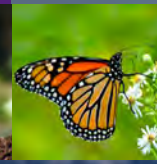
GEOTECHNICAL



ENVIRONMENTAL



ECOLOGICAL



WATER



CONSTRUCTION  
MANAGEMENT



# ENVIRONMENTAL





ENVIRONMENTAL



Field-screening of soils at an industrial remediation site

We provide our clients with value-added solutions and a first-class consulting experience. As one of the first firms in the country to offer environmental services, GZA has built its reputation on the effective execution of multidisciplinary projects for a wide array of clients. Our success is rooted in the practical assessment of contamination in the natural and built environment, and the skillful integration of diverse technical resources to develop a complete solution. GZA has been at the forefront of providing environmental consulting services since its inception, and in combination with our geotechnical, ecological, water and construction management services, has the breadth and depth of capabilities to handle all of our clients' environmental needs. When faced with challenges that require the support, insight and wisdom of a recognized leader in the industry, **GZA is the firm to which clients turn.**

## PROJECT SPOTLIGHT

### Brownfield Redevelopment Project

#### THE CHALLENGE

GZA was retained to provide environmental remediation services as part of a brownfield redevelopment project. The property contained elevated arsenic concentrations in soils above remedial standards and was located adjacent to a Superfund site as well as a river. GZA was asked to develop a practical, cost-effective solution that would protect human health and the environment while allowing development to occur.

#### OUR SOLUTION

GZA worked with regulators and stakeholders to derive a site-specific arsenic standard based on arsenic and iron geochemistry, observed impacts to groundwater and eliminated future impacts to the river.

#### THE RESULT

By establishing a customized and acceptable standard for arsenic remediation, GZA saved the client \$1.5M, enabling the development of this proposed mixed-use site without impacting profitability through capping, using development features, targeted excavation and groundwater control.



New town hall built on a successfully remediated brownfields site



With strong technical leadership in each office throughout the company, GZA's leaders are proficient in site assessment, MGP investigation and remediation, brownfields, in-situ remediation, environmental compliance, transactional support, high-resolution site characterization, and biogeochemical remediation. We employ highly specialized technical practitioners such as:

- Licensed professionals
- Engineers
- Scientists
- Industrial hygienists
- Toxicologists

Serving a robust clientele in multiple market sectors, GZA is particularly focused on the needs of the institutional, power, industrial, oil and gas, government, commercial, and construction markets.



*Hazardous materials and demolition assessments*



*GZA personnel utilize in-situ biogeochemical remediation technologies*

GZA is able to identify complex challenges, quickly deploy the appropriate team, and resolve a situation using an integrated and value-added approach to environmental management that achieves our client's goals. With an acute awareness of new technical developments in the industry and a proactive program for learning and applying the latest regulations, GZA continually looks towards making our built and natural environments safe, pleasant, and progressive places to live, work and grow. When the time comes to seek environmental advice, **Choose GZA.**

#### ENVIRONMENTAL SERVICES

- ENVIRONMENTAL SITE ASSESSMENT AND INVESTIGATION
- SITE REMEDIATION
- ENVIRONMENTAL HEALTH AND SAFETY REGULATORY COMPLIANCE
- AIR QUALITY
- HAZARDOUS MATERIALS MANAGEMENT / DEMOLITION
- SUSTAINABILITY ADVISORY SERVICES





Known for excellence.  
Built on trust.



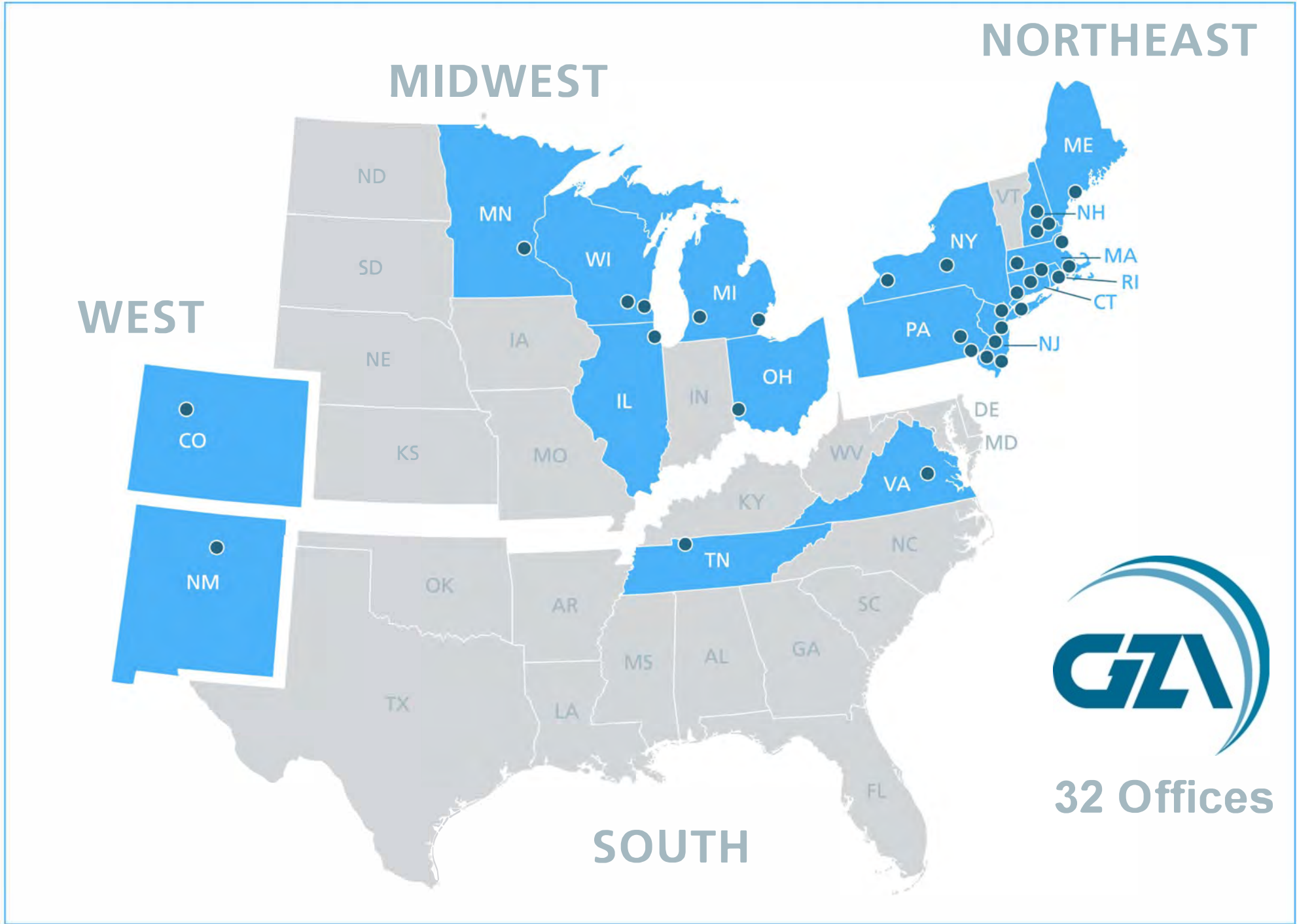
GEOTECHNICAL

**ENVIRONMENTAL**

ECOLOGICAL

WATER

CONSTRUCTION MANAGEMENT





## Colorado

4430 Arapahoe Avenue,  
Suite 220  
Boulder, CO 80303  
(720) 360-3080

## Connecticut

95 Glastonbury Boulevard  
3<sup>rd</sup> Floor  
Glastonbury, CT 06033  
(860) 286-8900  
Fax: (860) 633-5699

35 Nutmeg Drive  
Suite 325  
Trumbull, CT 06611  
(203) 380-8188  
Fax: (203) 375-1529

Ecosystem/GZA  
135 Sheldon Road  
Box 1, Unit I  
Manchester, CT 06042  
(860) 742-0744  
Fax: (860) 742-0715

## Illinois

GZA/Huff & Huff, Inc.,  
A Subsidiary of GZA  
915 Harger Road, Suite 330  
Oak Brook, IL 60523  
(630) 684-9100 (H&H)  
Fax: (630) 928-0709

## Maine

707 Sable Oaks Drive  
Suite 150  
South Portland, ME 04106  
T: 207.879.9190  
F: 207.536.1173

## Massachusetts

249 Vanderbilt Avenue  
(Corporate)  
Norwood, MA 02062  
(781) 278-3700  
Fax: (781) 278-5701  
Fax: (781) 278-5702

144 Elm Street  
Amesbury, MA 01913  
(781) 278-4800  
Fax: (978) 834-6269

1350 Main Street  
Suite 1400  
Springfield, MA 01103  
(413) 726-2100  
Fax: (413) 732-1249

## Michigan

GZA/Rose & Westra  
The Widdicomb Building  
601 Fifth Street NW  
Suite 102  
Grand Rapids, MI 49504  
(616) 956-6123  
Fax: (616) 288-3327

19500 Victor Parkway  
Suite 300  
Livonia, MI 48152  
(734) 462-0207  
Fax: (734) 464-6042

## Minnesota

GZA/Vieau Associates  
7505 Metro Boulevard  
Suite 300  
Edina, MN 55439  
(952) 893-7931  
Fax: (952) 893-7932

## New Hampshire

5 Commerce Park North  
Suite 201  
Bedford, NH 03110  
(603) 623-3600  
Fax: (603) 624-9463  
  
372 West Street, Suite 100  
Keene, NH 03431  
(603) 283-0300

Emery & Garrett, a  
Division of GZA  
P.O. Box 1578  
56 Main Street  
Meredith, NH 03253  
(603) 279-4425  
Fax: (603) 279-8717

## New Jersey

55 Lane Road  
Suite 407  
Fairfield, NJ 07004  
(973) 774-3300  
Fax: (973) 774-3350

856 So. White Horse Pike  
Suite 1  
Hammononton, NJ 08037  
(609) 567-9330  
Fax: (609) 567-9335

Melick-Tully and Assoc.,  
A Division of GZA  
117 Canal Road  
South Bound Brook, NJ  
08880  
(732) 356-3400

## New York

GZA of NY  
300 Pearl Street  
Suite 700  
Buffalo, NY 14202  
(716) 685-2300  
Fax: (716) 248-1472

GZA of NY  
104 West 29th Street  
10th Floor  
New York, NY 10001  
(212) 594-8140  
Fax: (212) 279-8180

6296 Fly Road  
East Syracuse, NY 13057  
(315) 800-1800  
Fax: (315) 437-5444

324 South Service Road  
Suite 119  
Melville, NY 11747

## Ohio

3644 Werk Road #58707  
Cincinnati, OH 45258  
(513) 314-9999

## Pennsylvania

100 West Main Street  
Suite 413  
Lansdale, PA 19446  
(215) 591-3800  
Fax: (267) 319-1014

1515 Market Street  
Suite 945  
Philadelphia, PA 19102  
(215) 591-3800  
Fax: (267) 319-1014

## Rhode Island

188 Valley Street  
Suite 300  
Providence, RI 02909  
(401) 421-4140  
Fax: (401) 751-8613

## Tennessee

P.O. Box 30574  
Clarksville, TN 37040  
(781) 278-5847

## Virginia

12220 Chattanooga Plaza  
#115  
Midlothian, VA 23112  
(774) 256-4306

## Wisconsin

247 W. Freshwater Way  
Suite 542  
Milwaukee, WI 53204  
(414) 831-2539

17975 West Sarah Lane  
Suite 100  
Brookfield, WI 53045  
(262) 754-2560  
Fax: (262) 923-7758

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1471  
DATE ADOPTED: February 13, 2024

Resolution to approve a professional service contract for environmental services with GZA Geo Environmental, Inc. for a case closure requirement relating to the redevelopment of 1960 S. 67 Place (Glenn Rieder) and 1501 S. 83<sup>rd</sup> St. (Element 84) in an amount not to exceed \$20,300.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), through the executed Development Agreements for 1960 S. 67 Place (Glenn Rieder) and 1501 S. 83<sup>rd</sup> St. (Element 84) has obligations to obtain site closure from WIDNR following completion of redevelopment; and,

WHEREAS, professional environmental services are required to prepare reports, submit necessary review fees, test results, and consult with the WIDNR to close projects associated with the 1960 S. 67 Place (Glenn Rieder) and 1501 S. 83<sup>rd</sup> St. (Element 84); and,

WHEREAS, the Executive Director recommends approval of the work and contract with GZA Geo Environmental, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of West Allis hereby authorizes the Executive Director to enter into a contract for environmental services with GZA Geo Environmental, Inc. for a case closure requirement relating to redevelopment of 1960 S. 67 Place and 1501 S. 83<sup>rd</sup> as parrot of the 84<sup>th</sup> and Greenfield Redevelopment Area, in an amount not to exceed \$20,300.

2. That the sum of \$3,000 be and is hereby appropriated from Tax Increment Financing District Number 6 – 1960 S. 67 Place and the amount of \$17,300 appropriated from Tax Increment Financing District Number 11 – 84<sup>th</sup> and Greenfield Redevelopment Area to meet the Authority's obligations under the aforesaid amended contract.

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 Amended 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