



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. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, March 14, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [23-0155](#) January 26, 2023

Attachments: [January 26, 2023](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0165](#) Resolution to approve the Scopes of Services for Preparation of a Quality Assurance Project Plan submitted by Ramboll, Ayers Associates and Kapur & Associates for the Environmental protection Agency Assessment Grant Program.

Attachments: [Quality Assurance Prj Plan - Ramboll](#)
[Quality Assurance Prj Plan - Ayres](#)
[Quality Assurance Prj Plan - Kapur](#)
[CDA Res 1432 - Consultants -EPA Brownfield Site Assessment Grant\(12-19-22](#)
[CDA Res 1437 - Quality Assurance Prj Plan \(3-14-23\)](#)

3. [23-0166](#) Resolution to approve an offer to purchase to Milwaukee County for the property at 6901 & 69** W. Beloit Rd. (Tax Key No. 489-0037-000 and 489-0038-000).

Attachments: [CDA Res 1438 - Offer to Purchase - 6901 W. Beloit Rd. \(3-14-23\)](#)

4. [23-0167](#) Resolution to approve the Scope of Services submitted by Ramboll Environmental for preparation of Phase 1 and Phase 2 Environmental Assessments at the properties located at 6901 and 69** W. Beloit Rd.
Attachments: [CDA Res 1439 - Ramboll - Phase I & II ESA \\$10,000 - 6901 & 69xx W Beloit Rd](#)
[Ramboll - Scope of Service 6901 W Beloit Rd.](#)
5. [23-0168](#) Resolution to approve a Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.
Attachments: [CDA Res 1440 Purchase and Sale Agreement - Mark Higgins \(3-14-23\)](#)
6. [23-0169](#) Resolution authorizing and directing the Executive Director to enter into a contract with Ayres Associates for providing Planning Services relative to the United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant in an amount not to exceed \$80,000.
Attachments: [Grant Planning Services -Brownfield Planning Prop - Ayres](#)
[CDA Res 1441-Ayres - EPA Brownfield Site Assessment Grant-\\$80,000 \(3-14-2](#)
7. [23-0174](#) Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.
Attachments: [SB Friedman - Scope of Service 3-14-23](#)
[CDA Res. 1442 - S.B. Friedman -Financial Consultant \\$25,000 \(3-14-23\)](#)
8. [23-0170](#) Discussion on the property located at 6771 W. National Ave. and 67** W. Mitchell St. (Tax Key No. 453-0564-003 and portions of Tax Key No. 454-0251-004)
9. [23-0171](#) Discussion on the redevelopment of 92nd and Greenfield Avenue (Former St. Aloysius Church and School).
10. [23-0172](#) Discussion on the redevelopment of 116th and Morgan Avenue.
11. [23-0175](#) Discussion on the redevelopment of the 6400 block of W. Greenfield Ave.

12. [22-0584](#) 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.
 - k. 92nd St.and Greenfield Ave. - Former St. Aloysius

For agenda items, 3,5,8,-11, 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

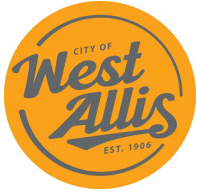
The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

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, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Thursday, January 26, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 7 - Mr. Wayne Clark, Ms. Karin M. Gale, Mr. Donald Nehmer, Ald. Kevin Haass, Ald. Martin J. Weigel, Mr. Gerald C. Matter, and Michael Suter

Others Attending

Jason Kaczmarek, Finance Director/Comptroller
Ald. Lajsic, Ald. Roadt

Staff

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

C. APPROVAL OF MINUTES

1. [23-0014](#) December 19, 2022

Attachments: [December 19, 2022](#)

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

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0046](#) Resolution to approve a Termination of Memorandum of Agreements between PyraMax Bank, FSB, and the Community Development Authority of the City of West Allis.

Attachments: [Termination of Memorandum of Agreements - PyraMax Bank, FSB](#)
[CDA Res. No. 1433 - Termination of Memorandum of Agreement - PyraMax Bank, FSB & CDA \(1-23-23\)](#)

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

3. [23-0047](#) Resolution to approve an Estoppel Certificate relative to a Memorandum of Agreement between PyraMax Bank, FSB and Community Development Authority of the City of West Allis.

Attachments: [Estoppel Development Agreement](#)

[CDA Res. 1434 - Estoppel Certificate RE Memorandum of Agreement - PryaMax Bank & CDA \(1-26-23\)](#)

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

4. [23-0048](#)

Resolution to approve a restructure of payments of an existing loan to Whitnall-Summit Company, LLC for the property located at 6600 W. Washington St. and other relevant properties.

Attachments: [CDA Res. 1436 - Restructure payments - existing loan - Whitnall-Summit - 6600 W Washington St \(1-26-23\)](#)
[Proposed New CDA Amort 1.11.23](#)

[CDA Res. 1436 - Restructure payments - existing loan - Whitnall-Summit - 6600 W Washington St \(1-26-23\) signed](#)

Mr. Schloss presented.

Mr. Clark inquired why shadow occupancy would impact this area and was advised that with more people working remotely, there are less people to spend money to support businesses in the area, along with potential non renewal of leases.

This matter was further discussed in closed session followed by voting in open session.

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

Aye: 6 - Mr. Clark, Ms. Gale, Mr. Nehmer, Ald. Haass, Ald. Weigel, and Suter

No: 0

Present: 1 - Mr. Matter

5. [23-0050](#)

Discussion regarding the dissolution of Tax Incremental District Number Five (Six Points Farmers Market Area) of the City of West Allis.

Attachments: [Memorandum - Options for TID #5 & TID #7](#)

Mr. Schloss presented.

Ms. Gale agrees with the staff recommendation.

This matter was Discussed.

6. [23-0051](#)

Discussion regarding the dissolution of the Tax Increment District Number Seven (Summit Place) and authorization to distribute excess increment to overlying taxing districts.

Mr. Schloss presented.

Ald. Haass questioned if the \$1.9 incremental increase gain was annually, and received confirmation from Mr. Schloss that it is.

This matter was Discussed.

7. [23-0052](#)

Discussion on 84th and Greenfield Avenue Redevelopment Area.

This matter was Discussed.

8. [23-0053](#)

Discussion on 65th and Greenfield Avenue Redevelopment Area.

This matter was Discussed.

- 9. [23-0054](#) Discussion on 102nd and Lincoln Avenue Redevelopment Area.

This matter was Discussed.

- 10. [22-0584](#) 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
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Item c: Staff shared success of leasing at SONA and updated the yoga studio was approved at Plan Commission.

Item j: Additional testing with winter conditions are required.

A motion was made by Ald. Weigel, seconded by Mr. Nehmer to convene in closed session at 6:24 p.m.

The committee returned to open session at 6:49 p.m. and voted on item #4.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Mr. Clark, seconded by Mr. Nehmer to adjourn at 6:49 p.m.



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Sent via E-Mail: smueller@westalliswi.gov

Mr. Shaun Mueller
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

**PROPOSAL FOR PREPARATION OF A QUALITY ASSURANCE PROJECT PLAN
FOR THE CITY OF WEST ALLIS' BROWNFIELDS ASSESSMENT PROGRAM**

Dear Mr. Mueller:

Per your request, Ramboll US Consulting, Inc. (Ramboll) is pleased to submit this proposal to the City of West Allis (the "City") for preparation of a Quality Assurance Project Plan (QAPP) as a part of the City's United States Environmental Protection Agency (USEPA) Assessment Grant Program. The QAPP is a requirement for the Assessment Grant funding provided by the USEPA. The following paragraphs describe the proposed scope of work.

Ramboll will prepare a QAPP that is specific to work that will be conducted by Ramboll under the City's Assessment Grant Program. As required by the USEPA, Ramboll will attend a pre-QAPP meeting with the USEPA, City, and the other selected City contractors. The QAPP will be prepared utilizing the QAPP template and certification checklist provided by the City on behalf of USEPA. Ramboll will utilize previously approved QAPPs and incorporate project-specific and laboratory-specific elements in conjunction with new USEPA QAPP requirements, if any. The QAPP will cover services Ramboll may provide to the City under their USEPA brownfields assessment grant, including development of sampling and analysis plans, field work, documentation, reporting, and laboratory analyses. The QAPP will not be site-specific. This proposal takes into account that revisions may be requested by the City or USEPA as part of the QAPP development process before the document is approved by the USEPA.

Ramboll has prequalified and requested bids from several Wisconsin-certified laboratories, in accordance with procurement requirements and Disadvantaged Business Enterprise (DBE) goals and has selected Pace Analytical Services, Inc., located in Green Bay, Wisconsin, and CT Laboratories in Baraboo, Wisconsin, to perform laboratory work for this assessment program. CT Laboratories is a certified woman-owned business and small-business.

Ramboll estimates that the cost of preparing the QAPP will be \$3,800. Costs will be incurred based on the rates presented in the cost proposal provided in our Statement of Qualifications dated August 24, 2022, and attached to this proposal.

Thank you for the opportunity to be of service. If you have any questions or need further information, please contact us.

December 21, 2022

Ramboll
234 W. Florida Street
Fifth Floor
Milwaukee, WI 53204
USA

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F +1 414 837 3608
www.ramboll.com

Ref. P2722-22291

Sincerely,



Donna M. Volk, PG, CPG
Senior Managing Consultant

D +1 262 901 3504
dvolk@ramboll.com



Scott W. Tarmann, PE
Principal

D +1 262 901 0093
starmann@ramboll.com

AUTHORIZATION TO PROCEED

Ramboll Proposal No. P2722-22291, dated December 21, 2022, for Preparation of a Quality Assurance Project Plan for City of West Allis' Brownfields Assessment Grant Program

Signature: _____

Name: _____

Title: _____

Date: _____

RAMBOLL PROJECT FEES

Table 1: Labor

Labor Category (Invoice Title)	Labor Rate	Estimated % Time
Project Principal (Principal)	\$200	2%
Senior Managing Consultant	\$175	10%
Managing Consultant	\$155	15%
Sr. Consultant 2	\$130	5%
Sr. Consultant 1	\$120	5%
Engineer/Geologist (Consultant 3)	\$110	20%
Engineer/Geologist (Consultant 2)	\$100	20%
Field Staff (Consultant 1)	\$85	10%
CAD/GIS Drafting	\$80	8%
Administrative Support	\$65	5%

Table 2: Field Instruments/Equipment¹

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
Water Level Meter	day	\$30
0.45-micron filters	each	\$25
Peristaltic Pump	day	\$50
Concrete Corer	day	\$150
Personal Vehicle Mileage (federal rate) ²	mile	\$0.585

Notes:

- 1: Other supplies/equipment will be rented/purchased as needed and the invoices will be passed through with no mark-up applied.
- 2: Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Gasoline is additional.

A 10% mark-up will be added to all subcontractor services.

February 17, 2023

Shaun Mueller
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Re: Quality Assurance Project Plan Proposal

Dear Shaun:

Thank you for the opportunity to submit this proposal for professional services to prepare a Quality Assurance Project Plan (QAPP) for West Allis's EPA Brownfield Assessment Grant. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The EPA requires grant recipients to prepare a QAPP that outlines the procedures a project will follow to ensure the information collected and analysis performed meet the project needs. Site assessments, planning, and cleanup work completed using grant funds will follow the procedures established in the QAPP. This document will cover work completed throughout the assessment area but can be updated with addendums as needed to accommodate changes throughout the grant period.

Per- and polyfluoroalkyl substances (PFAS) are a broad class of manmade chemicals with a wide variety of past uses. In recent years, knowledge about the potential health effects and environmental fate and transport of PFAS has grown. Ayres will integrate procedures to screen, sample, and analyze for these substances into the QAPP.

Scope of Services

Ayres proposes to prepare a generic QAPP that includes the components identified in EPA's checklist and certification guidance documents for brownfield assessments. Development of the QAPP will follow a six-step process:

1. Establish the Project Team
2. Develop Data Quality Objectives and Decision Criteria
3. Develop a Draft QAPP
4. Review and Revise QAPP
5. Submit QAPP for EPA Approval
6. Implement, Monitor, and Document Progress

Throughout this process Ayres will coordinate with the project team and provide regular updates on the status of the QAPP.

Responsibilities of Client and Others

Client shall assist Ayres with identifying the project team members.

Client shall review and comment on the draft QAPP prior to submittal to the EPA for review.

Additional Services

Additional services that are not included in this proposal but that are available upon request include:

- QAPP Addendums
- Sampling and Analysis Plans
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Asbestos and lead paint inspections
- Site Cleanup and Reuse Planning

Time Schedule

QAPP Process	After Authorization to Proceed
Develop Draft QAPP for City Review	30 days
Submit QAPP to EPA for Approval	Within 10 days of receiving draft comments

Fee

We will perform the above services for a lump sum amount of \$5,500.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until March 17, 2023, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Keely Campbell, PG
Manager-Midwest Development Services

Accepted by Client:

City of West Allis

Client's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Client in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Client shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Client, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Client agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Client agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Client agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Client. Consultant shall furnish a Certificate of Insurance to Client upon written request. Client agrees that Consultant shall not be liable or responsible to Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Client agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Client does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Client's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Client and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Client if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Client requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Client requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Client.

17. Assignment of Rights: Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Client's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

PROFESSIONAL SERVICES AGREEMENT

Project Name: Preparation of a Quality Assurance Project Plan

Project Location: In Support of RFP #22-006
Brownfield Grant Project Execution
West Allis, WI

Date: February 17, 2023

Client: **City of West Allis**
Mr. Sean Mueller, EDFP
Development Project Manager/Economic Development
City of West Allis
7525 W. Greenfield, Ave.
West Allis, WI 53214
Email: smueller@westalliswi.gov

Dear Mr. Mueller:

Kapur Inc. (Kapur) is pleased to provide this professional services agreement (PSA) to complete a Quality Assurance Project Plan (QAPP)

SCOPE OF WORK

#1 – Quality Assurance Project Plan: Kapur will prepare a Quality Assurance Project Plan (QAPP). Kapur participated in the Pre-QAPP conference call held with the City of West Allis and the US Environmental Protection Agency (USEPA) on December 19, 2022, and understand the process and requirements associated with preparation of this document.

FEE:

The cost to prepare the QAPP is a lump sum cost of **\$5,500.00**. The cost includes submittal of a draft document to the City of West Allis and EPA and addressing one round of comments from each entity. It is assumed that electronic (PDF) copies of the final document will be acceptable.





SCHEDULE:

Kapur will commence work on this project upon receipt of authorization to proceed. Kapur will provide a draft of the QAPP for review within 6 weeks of authorization to proceed. It is assumed that the City of West Allis and the USEPA will provide assistance and information as necessary to assist in preparation of the QAPP.

Terms of Payment: Client agrees to pay Kapur in full within thirty (30) calendar days of the date of invoice.

To authorize Kapur to complete this project, please this agreement and return a copy for our records. If you have any questions or comments, please contact us at your convenience.

James E Bannantine, P.G.
Environmental Department Manager
Kapur Inc.

February 17, 2023

Date

Mr. Sean Mueller
Development Project Manager/Economic
Development
City of West Allis

Date



COMMUNITY DEVELOPMENT AUTHORITY
 CITY OF WEST ALLIS
 RESOLUTION NO. 1432
 DATE ADOPTED: December 19, 2022

Resolution approving the selection of Ramboll, Ayres Associates and Kapur & Associates as consultants to assist the Community Development Authority on projects associated with the Environmental Protection Agency's Brownfield Site Assessment Grant.

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

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 – September 30, 2025; and,

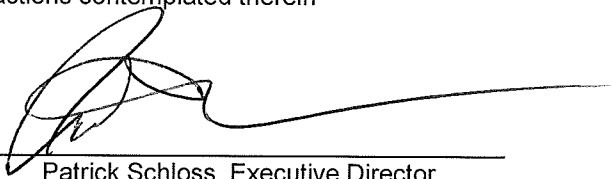
WHEREAS, as part of the US EPA Brownfield Assessment Grant the City can use the funds to work with selected environmental firms which were evaluated and selected by a panel of staff members in response to a Request for Proposals that the City of West Allis solicited after being awarded the grant; and,

WHEREAS, Ramboll, Ayres Associates and Kapur & Associates (the "Consultants") is one of three firms that staff recommends working with through the Brownfield Assessment Grant period which runs from October 1, 2022 – September 30, 2025; and,

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

1. The selection of Ramboll, Ayres Associates and Kapur & Associates as consultants to assist the Community Development Authority on projects associated with the Environmental Protection Agency's Brownfield Site Assessment Grant.
2. Authorizes the Executive 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.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

Approved: _____


 Patrick Schloss, Executive Director
 Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1437
DATE ADOPTED March 14, 2023

Resolution to approve the Scopes of Services for Preparation of a Quality Assurance Project Plan submitted by Ramboll, Ayers Associates and Kapur & Associates for the United States Environmental Protection Agency Brownfield Assessment Grant Program

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

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 – September 30, 2025; and,

WHEREAS, as part of the US EPA Brownfield Assessment Grant the City can use the funds to work with selected environmental firms which were evaluated and selected by a panel of staff members in response to a Request for Proposals that the City of West Allis solicited after being awarded the grant; and,

WHEREAS, Ramboll, Ayres Associates and Kapur & Associates (the "Consultants") were approved under Resolution 1432 as consultants to work on the Brownfield Assessment Grant for the period from October 1, 2022 – September 30, 2025; and,

WHEREAS, as part of the US EPA Brownfield Assessment Grant, one of the first steps is to obtain a Quality Assurance Project Plan from each environmental consulting firm which will be submitted to the US EPA for approval.

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

1. That the Executive Director, or his designee, be and is hereby authorized and directed to enter into an agreement with by Ramboll, Ayers Associates and Kapur & Associates for the Scopes of Services for Preparation of a Quality Assurance Project Plan submitted for the United States Environmental Protection Agency Brownfield Assessment Grant Program.
2. That Scopes of Services for each firm for completing the Quality Assurance Plans are hereby attached for a total cost of \$14,800.
3. That sum of \$14,800 be allocated from the \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency.
4. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____

Patrick Schloss, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1438
DATE ADOPTED: March 14, 2023

Resolution to approve an offer to purchase to Milwaukee County for the property at 6901 & 69** W. Beloit Rd. (Tax Key No. 489-0037-000 and 489-0038-000).

WHEREAS, the property at 6901-69** W. Beloit Rd (hereinafter the "Property") was acquired by Milwaukee County through the foreclosure process; and

WHEREAS, the Property has been abandoned and vacant for about seven years and the improvements are exhibiting conditions of blight and disrepair; and,

WHEREAS, the CDA has the economic mission and goal to address idle and non performing properties and return the properties to an improved condition that is contributing to the tax base and economic growth of the community; and,

WHEREAS, the Staff and Milwaukee County have established an offer to acquire both properties consisting of approximately .20 acres of land for \$55,000; and,

WHEREAS, the offer is contingent on the City of West Allis completing the necessary environmental investigation and due diligence in order to reuse the properties; and,

WHEREAS, the acquisition is subject to the City of West Allis Common Council transferring the \$55,000 to the CDA from Economic Development-FIRE account for the necessary obligations to purchase the property; and,

WHEREAS, the Authority hereby grants the Executive Director authorization to negotiate, execute, and deliver and perform obligations necessary in order to enter into a real estate contract to acquire the property located at 6901 and 69** W. Beloit Rd.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority ("Authority") of the City of West Allis approves the acquisition of 6901 & 69** W. Beloit Rd. (Tax Key No. 489-0037-000 and 489-0038-000).

BE IT FURTHER RESOLVED, the Authority approves and authorizes the Executive Director, or his designee, to negotiate the purchase price and closing costs as well as sign all documents relating to and/or regarding purchase transactions necessary to acquire the property located 6901 & 69** W. Beloit Rd., West Allis, Wisconsin, in an amount not to exceed \$55,000.

BE IT FURTHER RESOLVED that funding for the acquisition of the property is subject to the transfer of Economic Development-FIRE funds by the City of West Allis Common Council in the amount of \$55,000.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of the Real Estate Sales Contract and any limitation, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements, and financing statements, attachments,

exhibits, addendums, amendments and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1439
DATE ADOPTED March 14, 2023

Resolution to approve the Scope of Services submitted by Ramboll Environmental for preparation of Phase 1 and Phase 2 Environmental Assessments at the properties located at 6901 and 69** W. Beloit Rd.

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

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

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 – September 30, 2025; and,

WHEREAS, Phase I Environmental Site Assessments (ESA) is to identify Recognized Environmental Conditions (RECs), Phase II ESA is to assess potential impacts to the environment at the site. The objectives of the Phase II ESA are to 1) evaluate the potential presence of a former underground storage tank; and 2) evaluate potential risks to soil and groundwater from past operations or activities on the site and adjoining properties; and

WHEREAS, the Economic Development Program staff estimates the environmental Site Investigation on the properties located at 6901 and 69** W. Beloit Rd. will not exceed \$16,000.

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

1. That the Executive Director, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid contract with Ramboll Environmental an environmental consultant for preparation of Phase 1 and Phase 2 Environmental Assessments at the properties located at 6901 and 69** W. Beloit Rd., on behalf of the Authority.
2. That the need for Environmental Site Investigation, Phase I & II at the properties located at 6901 and 69** W. Beloit Rd is necessary in order to understand the condition and history of the property prior to potential purchase.
3. That the sum of up to \$16,000 be and is hereby appropriated from the United States Environmental Protection Agency (USEPA) Grant received in the amount of \$500,000.
4. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority.

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

**PROPOSAL FOR PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS
OF PROPERTY LOCATED AT 6901 WEST BELOIT ROAD IN
WEST ALLIS, WISCONSIN**

Dear Mr. Mueller:

In response to your recent request, Ramboll US Consulting, Inc. (Ramboll) is pleased to present the Community Development Authority (CDA) of the City of West Allis with this proposal to conduct Phase I and Phase II Environmental Site Assessments (ESAs) of the property located at 6901 West Beloit Road in West Allis, Wisconsin (the "site" or "property"). It is anticipated that the proposed assessment will be completed using a portion of the City's FY22 USEPA Brownfields Assessment Grant. The property consists of two parcels totaling 0.205-acres. The eastern parcel of land (property tax key 489-0037-000) is developed with a tavern and the western parcel (property tax key 489-0038-000) is vacant with the exception of a small shed in the northernmost portion of the parcel. According to information provided by the CDA, the property has a history of use as a filling station. A note in the property file indicates that pumps associated with the filling station have been removed.

The following sections of this proposal contain a recommended Scope of Work, a proposed schedule, a cost estimate, and proposed contract terms for this project.

PROPOSED SCOPE OF WORK

Eligibility Determination

Prior to conducting Phase I and II ESA services, Ramboll will prepare an eligibility determination request for review and approval by the Wisconsin Department of Natural Resources (WDNR). The WDNR reviews Eligibility Determinations for petroleum sites on behalf of USEPA. WDNR has supplied Form 4400-304 for the eligibility determination.

Phase I ESA

The proposed scope of services consists of a Phase I and Phase II ESA. The Phase I ESA will meet the requirements of the United States Environmental Protection Agency's (USEPA) Standards and Practices for All Appropriate Inquiries (AAI standard) (40 CFR Part 312). According to USEPA, the ASTM International *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-21* (the 2021 ASTM standard) is consistent and compliant with USEPA's AAI standard and may be used to comply with the provisions of the AAI standard.

The objective of the Phase I ESA is to identify Recognized Environmental Conditions (RECs), which are defined by ASTM as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any

March 9, 2023

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USA

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www.ramboll.com

Ref. P2722-23063

release to the environment; 2) under conditions indicative of a release to the environment; or, 3) under conditions that pose a material threat of a future release to the environment.” Specifically, this assessment will be performed under the supervision of an Environmental Professional as defined in the 2021 ASTM standard and will include (a) a document review; (b) a review of federal, state, tribal, and local government records; (c) a review of readily available historical resources; and (d) a site reconnaissance. These tasks are described in more detail in Attachment A.

This Phase I ESA does not include: visits to regulatory agencies to review files (other than local building, health, and/or fire departments); evaluation or discussion of other non-scope considerations (e.g., asbestos-containing materials [ACMs], lead-based paint, radon, water intrusion/mold, wetlands, ecological issues, cultural resources); conducting surveys for the presence of asbestos, lead-based paint, mold, or radon; or the collection of samples of media including but not limited to air, soil, soil vapor, and water.

Phase II ESA

In order to address any findings identified in the proposed Phase I ESA, Ramboll proposes to conduct a Phase II ESA to assess potential impacts to the environment at the site. The objective of the Phase II ESA is to evaluate potential risks to soil and groundwater from past operations or activities on the site and adjoining properties, including the site’s former use as a filling station.

Ramboll proposes to advance four soil borings, two of which will be converted into small diameter monitoring wells at the property. The proposed boring/small diameter monitoring well locations will be determined based on the results of the Phase I ESA. The specific subsurface assessment activities proposed are outlined below.

Assessment Activities

Prior to initiating field activities, a site-specific health and safety plan (HASP) will be developed and followed by all field personnel for the on-site work. Additionally, Ramboll will notify Digger’s Hotline to identify public utilities. To obtain subsurface clearance for private utilities on site, Ramboll will discuss proposed boring locations with knowledgeable site personnel, if available, prior to advancement of borings. Additionally, Ramboll will retain a private utility locator to clear proposed boring locations for obstructions. Prior to initiating field activities, Ramboll will prepare a work plan in accordance with the requirements stipulated in Wisconsin Administrative Code (WAC) NR 716 and consistent with USEPA requirements for the use of EPA Brownfield Assessment Grant funds. This proposal does not include costs associated with WDNR review of the work plan.

Limited Soil and Groundwater Assessment

The Phase II ESA will include soil and groundwater sampling at the site. Based on available information, Ramboll proposes to advance four soil borings and install a small diameter groundwater monitoring well at two of the four soil boring locations. The precise location of each boring location will be based on the results of the Phase I ESA and cannot be determined prior to the subsurface utility clearance activities. For safety reasons, Ramboll cannot install borings within five feet of an underground utility. Based on the results of the Phase I ESA, completion of a Ground Penetrating Radar (GPR) survey may be recommended if USTs are suspected of remaining on the property. If warranted, Ramboll will provide an estimate of costs for completion of a GPR survey under separate proposal.

Advancement of the soil borings will be performed using direct-push technology (DPT) to depths of approximately 5 feet below the water table, or to a depth of 15 feet below ground surface (bgs), whichever is reached first. Soil samples will be continuously collected from the borings for classification and field screening. Soil characteristics (e.g., texture, color) along with visual and/or olfactory evidence of impacts

will be noted on soil boring logs. The samples will be screened for volatile organic compounds (VOCs) using a photoionization detector (PID) with a 10.6 electron volt (EV) lamp. PID readings will be recorded on the soil boring logs. Two soil samples will be collected from each soil boring for laboratory analysis. If evidence of impacts is observed, a sample will be collected from the interval at which the most significant impacts are observed and one sample will be collected below observed impacts. If no evidence of impacts is observed, one sample will be collected from the upper four feet of the soil column and one at the approximate depth of the water table.

Following soil sampling activities, each boring will be converted to a small diameter monitoring well, which will be constructed using a 1-inch diameter polyvinyl chloride (PVC) riser with a 10-foot 0.010-inch slot size well screen. The wells will be completed by installing a sand filter pack around and approximately 1 to 2 feet above the well screen and granular bentonite above the filter pack to near the ground surface. A PVC cap will be placed over the riser until groundwater samples are collected. The small diameter monitoring wells will be purged with a peristaltic pump to remove residual sediment remaining in the wells after installation and to re-establish the natural hydraulic flow conditions of the formations, which may have been disturbed by the well construction.

Prior to the groundwater sampling activities, depth-to-groundwater measurements will be made using a Heron electronic water level sensor, Model ET-94 (accuracy 0.01 feet) or similar equipment. The depth to groundwater, as well as the total well depth, will be recorded in a bound field notebook. The temporary wells will be sampled utilizing a peristaltic pump with disposable polyethylene tubing. The temporary wells will be purged until sediment free water is produced. Groundwater sampling equipment will be thoroughly decontaminated between each sampling location using an Alconox[®] solution and rinsed in deionized water. New disposable polyethylene tubing or bailers will be utilized for sample collection for each well location. A new pair of nitrile gloves will be used during the collection of each sample to minimize the potential for cross-contamination.

The groundwater samples will be containerized in laboratory-provided sample containers, preserved appropriately, and kept on ice, cooling to 4 degrees Celsius. Following sample collection, each sample container will be labeled with the sample location identification, date of sample collection, and intended analysis. The sample containers will then be placed in re-sealable plastic bags and packed in an iced, insulated container. The small-diameter monitoring wells will be abandoned with bentonite and completed with a surface patch matching the surrounding material immediately after sample collection. The cost for well abandonment is included in this scope of work.

Investigative Waste Management

While drilling residuals (i.e., soil cuttings, wash water, purge water) are expected to be minimal, excess materials and other investigative-derived waste (IDW) will be staged on site in clean, labeled, 55-gallon drums and/or sealed in 5-gallon plastic buckets for future disposal pending the laboratory analytical results. The costs of the IDW disposal are not included in this proposal.

Laboratory Analysis

The soil and groundwater samples will be collected, labeled, and placed in appropriately preserved, laboratory-supplied containers. Groundwater samples obtained for lead analysis will be field filtered. After the samples have been collected, they will be sealed, labeled, and placed on ice pending delivery under chain-of-custody procedures to the laboratory for analysis.

All soil samples will be analyzed for the following parameters:

- Volatile organic compounds (VOCs) – United States Environmental Protection Agency (USEPA) SW-846 Method 8260
- Polycyclic aromatic hydrocarbons (PAHs) – USEPA SW-846 Method 8270
- Lead – USEPA SW-846 Method 6010

Groundwater samples will be analyzed for VOCs using USEPA method SW-846 Method 8260 and lead using USEPA SW-846 Method 6010. Quality Control (QC) samples will be collected and analyzed in accordance with the Quality Assurance Project Plan (QAPP) associated with the CDA’s USEPA Brownfield Assessment Grant.

The soil and groundwater samples will be submitted to the laboratory for a standard turnaround time (10 business days).

PROJECT DELIVERABLE

Subsequent to the completion of its environmental review, Ramboll will prepare a Phase I ESA (the “Report”) to document the findings of the Phase I ESA. The Report will include a clear and concise executive summary identifying the key issues and their significance, followed by site-specific details gathered during the course of Ramboll’s review, and recommendations for Phase II Assessment, if appropriate. The Report will meet the form and content requirements for reporting that are set forth in the 2021 ASTM standard. The Report will identify and comment on significant data gaps that affect Ramboll’s ability to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the site. Finally, per the 2021 ASTM standard, Ramboll’s Phase I ESA report will be considered current for a period of 180 days from the date of the site inspection.

Upon completion of the Phase II field activities described above and review of analytical results, a Phase II ESA Letter Report (the “Letter Report”) will be prepared. The Letter Report will include the subsurface assessment results, a documentation of field activities, soil boring logs, site and boring location figures, tabulated analytical laboratory results, an evaluation of the data, and our conclusions and recommendations for additional investigative and/or remedial activities, as appropriate.

SCHEDULE

Ramboll is prepared to commence work on this project upon receipt of written authorization to this proposal. Assuming that the information requested herein is readily available and that no delays in completing the site visit or agency reviews are encountered, a verbal summary of site findings will be provided within 1 week of completing the site visit. A written report detailing the findings of the Phase I ESA for the site will be provided within 15 business days of the site visit.

Written requests for access to documents held by governmental agencies can take as long as 1 month or more to process. If these documents are not available at the time of the report but are received within 180 days of completing the site visit, Ramboll will review the outstanding information upon receipt and will issue a supplemental report addendum should this information result in any substantive changes to Ramboll’s understanding of the site or an identified issue.

The limited soil and groundwater assessment described in this proposal can be initiated after the verbal results of the Phase I ESA findings are presented to you. We anticipate that drilling can be scheduled within two weeks after authorization to proceed; laboratory analytical results are typically available within 10 business days after sampling; and a report will be available within 2 weeks of receiving analytical results.

Ramboll understands that, per the CDA’s counteroffer to purchase the property from Milwaukee County, environmental due diligence activities must be completed on or before April 21, 2023.

PROJECT COST

The scope of services described herein will be completed on a time and materials basis in accordance with the Master Contract with the CDA, dated November 10, 2016 and the attached fee schedule, provided in our Proposal for Professional Consulting Services, dated August 24, 2022. The total estimated cost to complete the Phase I and II ESA and eligibility determination scope of services, as presented herein is \$15,150, summarized below.

Task	Cost
Task 1 – Phase I ESA	\$ 3,800
Task 2 – Work Plan Preparation	\$ 2,000
Task 3 – Phase II ESA	\$ 9,200
Task 4 – Eligibility Determination	\$ 750
Total	\$15,750

Additional services, if requested, will be considered out of scope and will result in additional costs that will be billed on a time-and-materials basis, in accordance with the unit rates that are attached to this proposal and incorporated into the Master Contract.

Thank you for opportunity to be of service. If you find this proposal acceptable, please provide a Proceed Order, using the CDA’s Standard procedure and referencing this proposal. If you have any questions or need further information, please contact us.

Yours sincerely,


Donna M. Volk, PG, CPG
Senior Managing Consultant
D 262 901 3504
dvolk@ramboll.com


Michelle M. Peters, PE
Managing Consultant
D 262 901 0133
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Scott Tarmann, PE
Principal
D 262 901 0093
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**ATTACHMENT
RATE SCHEDULE**

Ramboll Project Fees

Ramboll proposes the following fee schedule for work conducted under RFP #22-006:

Table 1: Labor

Labor Category (Invoice Title)	Labor Rate	Estimated % Time
Project Principal (Principal)	\$200	1%
Senior Managing Consultant	\$175	2%
Managing Consultant	\$155	15%
Sr. Consultant 2	\$130	5%
Sr. Consultant 1	\$120	5%
Engineer/Geologist (Consultant 3)	\$110	20%
Engineer/Geologist (Consultant 2)	\$100	20%
Field Staff (Consultant 1)	\$85	20%
CAD/GIS Drafting	\$80	7%
Administrative Support	\$65	5%

Table 2: Field Instruments/Equipment¹

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
Water Level Meter	day	\$30
0.45-micron filters	each	\$25
Peristaltic Pump	day	\$50
Concrete Corer	day	\$150
Personal Vehicle Mileage (federal rate) ²	mile	\$0.585

Notes:

1: Other supplies/equipment will be rented/purchased as needed and the invoices will be passed through to the WDNR with no mark-up applied.

2: Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Gasoline is additional.

A 10% mark-up will be added to all subcontractor services.

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1440
DATE ADOPTED: March 14, 2023

Resolution to approve a Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") owns the property at 66** W. Mitchell St. and the property is part of "The Market" redevelopment area within the Six Point Farmer Market Area; and,

WHEREAS, the property at 66** W. Mitchell St. has an Easement through the site for ingress and egress; and,

WHEREAS, the Easement on the Authority Property permits the abutting property owner, Mark Higgins, owner of 6620 W. Mitchell St., access to their property at 6620 W. Mitchell St., West Allis, WI 53214; and,

WHEREAS, the both the Authority and Mark Higgins have negotiated a Purchase and Sale Agreement that is hereby attached that will include the termination of the Easement, the transfer of an estimated 2,808 square feet of land, provide for a curb cut and driveway apron, etc.

WHEREAS, the Executive Director recommends approval of the Purchase and Sale Agreement.

NOW THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby approves the Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

BE ITF FURTHER RESOLVED that Authority hereby agrees to the terms and conditions outlined in the hereby attached Purchase and Sale Agreement as follows:

1. **Sale of Land.** The CDA shall convey a portion of the CDA Property to Higgins consisting of approximately 2,808 square feet of land as identified on **Exhibit A**.
2. **Purchase Price.** Higgins shall pay \$16,800 to the CDA.
3. **Obligations of the CDA:**
 - *Curb Cut and Driveway.* The CDA shall construct, at its cost, a new curb cut and 30-foot-wide driveway apron connecting the driveway to West Mitchell Street in accordance with the design provided by Higgins ("**Exhibit B**").
 - *Incurred Costs.* The CDA shall be responsible for incurred costs for the conveyed CDA Property relative to grading, environmental, and stormwater plans (estimated at \$21,308) that are payable to the Mandal Group.

BE IT FURTHER RESOLVED, that the Authority's obligations are funded with funds under Tax Increment District #15,

BE ITF FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non substantive changes, modifications, additions and deletions to and from the various provisions of the Real Estate Sales Contract and any limitation, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements,

pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements, and financing statements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, be and is hereby directed to sign, execute, and complete the obligations under the Agreement.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

March 8, 2023

Shaun Mueller
Development Project Manager
Community Development Authority
7525 W. Greenfield Avenue
West Allis, WI 53214

Re: US Environmental Protection Agency (USEPA) Brownfield Assessment Grant Planning Services

Dear Shaun,

Ayres Associates is pleased to provide you with the following proposal for planning services related to the City of West Allis' USEPA Community-Wide Brownfields Assessment Grant. We greatly enjoyed the opportunity to discuss the Eastern Industrial Corridor target area with you and have outlined the proposed scope of services based on that discussion and our site visit.

Project Description

Having a clear vision is key to reuse planning, and several dynamics are in play in the Eastern Industrial Corridor. Ayres will conduct a land use assessment of the Eastern Industrial Corridor target area that captures the opportunities and constraints for an area from South 70th Street to South 60th Street and W. Dickenson Street to W. Greenfield Avenue, while also considering influences beyond this target area. In addition, a series of key individual properties will be the subject of more detailed site reuse assessments.

Scope of Services

Area-Wide Land Use Assessment

The area-wide land use assessment will result in a plan for the overall subject area. It will outline and layer all of the factors that influence future redevelopment including:

- Existing land use
- Future land use
- Circulation Plans including roadway, bicycle, and pedestrian opportunities
- Historic uses and resources
- Potential contamination
- An overall economic assessment
- A strengths and weakness assessment
- An overall implantation plan and timetable

This analysis will take the form of a report with narrative and a variety of graphics for use by the City as future policy decisions are made for the area.

Site Specific Site Reuse Assessments

Ayres will work with City of West Allis to finalize five (5) sites to focus on for more detailed redevelopment strategies. These studies will be individual site-specific reports that can be used to market and plan for revitalization of each site. These will include:

- Review, research, and recommendations related to proposed uses, density, infrastructure, road access, site limitations, zoning, historical concerns (if needed) and the development approach.
- Preliminary concept sketches.
- Recommendations on next steps and development approaches for property owners and the City.

Time Schedule

Work can begin with upon the signing of this Agreement and will be completed by September 30, 2023.

Fee

Area Wide Land Use Assessment \$45,000 (lump sum)

Site Specific Site Reuse Assessments \$7,000 each, for a total of \$35,000 for five studies (lump sum).

Services Not Included

These will be conceptual plans and do not include wetland determination, surveying, traffic counts, utility coordination, construction documents or engineering drawings.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until April 8, 2023, unless extended by us in writing.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc



Keely Campbell
Manager – Development Services Midwest
CampbellK@AyresAssociates.com



Amanda Arnold
Urban Planner, Project Manager
ArnoldA@AyresAssociates.com

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage, or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications, and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond, and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1441
DATE ADOPTED: March 14, 2023

Resolution authorizing and directing the Executive Director to enter into a contract with Ayres Associates for providing Planning Services relative to the United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant in an amount not to exceed \$80,000.

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

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

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 – September 30, 2025; and,

WHEREAS, as part of the US EPA Brownfield Assessment Grant the City can use the funds to work with selected environmental firms which were evaluated and selected by a panel of staff members in response to a Request for Proposals that the City of West Allis solicited after being awarded the grant; and,

WHEREAS, the Work Plan associated with the \$500,000 grant specified \$150,000 towards Reuse Planning and this contract is to be used towards that \$150,000 budgeted amount in the Work Plan: and,

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

1. The selection of Ayres Associates as consultants to assist the Community Development Associates for providing Planning Services relative to the United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant.
2. Authorizes the Executive 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.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

March 9, 2023

Mr. Patrick Schloss
Economic Development Executive Director
Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53227

Re: Financial Deal Review Services - Amended Proceed Order #13

Dear Mr. Schloss:

Pursuant to our recent discussion with the Community Development Authority of the City of West Allis (the "CDA"), SB Friedman Development Advisors (SB Friedman) requests additional budget authorization to continue to assist with the CDA's review and consideration of public/private financing packages for redevelopment projects in West Allis. As of March 3, 2023, SB Friedman has exhausted our fee authorization.

SB Friedman requests additional authorization of **\$25,000** to continue to provide ongoing on-call support related to proposed redevelopment projects. The services we provide will be flexible and vary based the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/ leverage; construction costs per square foot; revenue per unit or square foot; operating expenses; financial returns; cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Prepare matrix or memo documenting project and market/industry parameters for key deal variables and assumptions for projects
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer/development entity to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with CDA and developer

Cost Proposal

In recognition of its variable scope, this engagement is structured as an hourly “time and materials” engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project.

The following Project Hourly Rates apply to this engagement:

Partner/EVP	\$420	Associate	\$184
Partner/SVP	\$305	Research Associate	\$168
Vice President	\$264	Editor	\$115
Project Manager	\$252	Intern/Data Entry/Support	\$108
Associate Project Manager	\$226		

These rates will be in effect until July 1, 2023. After that date, rates are subject to adjustment by up to 5 percent.

Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached **Limitations of Engagement** apply to this engagement.

Acceptance Procedures

We look forward to the opportunity to continue to assist the Community Development Authority of the City of West Allis. Please return a signed copy of this engagement letter to indicate your acceptance of these terms.

Sincerely,



Fran Lefor Rood, AICP
Partner
(312) 424-4253 | frood@sbfriedman.com

Accepted: _____
Signature Date

Printed Name Title

LIMITATIONS OF ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the CDA and Developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the CDA Board for purposes of evaluating the proposed project's need for financial assistance, and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1442
DATE ADOPTED: March 14, 2023

Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") entered into an amended contract with Resolution 1199, adopted September 13, 2016, and Resolution 1252, adopted October 10, 2017, for negotiating Purchase and Sale Agreements with a variety of developers in several Tax Increment Financing Districts; and

WHEREAS, the Department of Development recommends that the Authority enter into an amended contract with S.B. Friedman & Co.,(the "Consultant") to independently review the Developer's pro forma, project costs, financial returns, and other applicable financial figures pertaining to the Purchase and Sale Agreement and Development Agreement (the "Agreement") between the Developer and the Authority and prepare matrix documenting project and market/industry parameters for key deal variables and assumptions; and,

WHEREAS, it is necessary to enter into an additional amended contract for financial consulting services.
NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$25,000 be and is hereby appropriated from Tax Increment Financing District Number Fifteen (Six Points/Farmers Market), and from The City's Economic Development/FIRE account for projects associated with(85th and National, 92nd and Greenfield) to meet the Authority's obligations under the aforesaid contract.
2. Authorizes the Executive Director, etc. make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority