



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair
Alderspersons: Suzzette Grisham, Kimberlee Grob, Kevin Haass,
Chad Halvorsen, Danna Kuehn, Patty Novak, Marissa Nowling,
Daniel J. Roadt, Ray Turner and Martin J. Weigel

Monday, June 17, 2024

12:00 PM

<https://bit.ly/4b8r2Nc>
Meeting ID: 285 196 117 971
Passcode: LusyE
Dial in by phone
+1 414-939-6451,,571017399#
Phone conference ID: 571 017 399#

SPECIAL VIRTUAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. STANDING COMMITTEE REPORTS

None.

D. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

1. [R-2024-0335](#) Resolution relative to the 2024-2026 Crowd and Traffic Control Agreement of the Wisconsin State Fair Park Board and the City of West Allis.

Recommendation: Adopt

2. [2024-0331](#) Claim by Robert Steinbacher for alleged property damage at 1034 S. 116th St., on May 10, 2024.

Recommendation: Refer to City Attorney

E. ADJOURNMENT



All meetings of the Common Council 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
RESOLUTION R-2024-0335**

**RESOLUTION RELATIVE TO THE 2024-2026 CROWD AND TRAFFIC CONTROL
AGREEMENT OF THE WISCONSIN STATE FAIR PARK BOARD AND THE CITY
OF WEST ALLIS**

WHEREAS, Section 277 of 1991 Wisconsin Act 269 created a crowd and traffic control services grant program for the City under Wis. Stat. §42.12; and

WHEREAS, it is in the best interest of both the City and Wisconsin State Fair Park Board to enter into this agreement; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Crowd and Traffic Control Agreement be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized execute and deliver the aforesaid contract on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of 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.

SECTION 1: **ADOPTION** “R-2024-0335” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0335(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	_____	_____	_____	_____
Ald. Kimberlee Grob	_____	_____	_____	_____
Ald. Chad Halvorsen	_____	_____	_____	_____
Ald. Marissa Nowling	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Patty Novak	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**STATE FAIR PARK CROWD AND
TRAFFIC CONTROL SERVICES GRANT
AGREEMENT**

2024-2026

THIS AGREEMENT is entered into by and between the City of West Allis, Wisconsin, a municipal corporation and body politic ("City"), and the State Fair Park Board, a Wisconsin state board attached to the department of tourism and created under Wis. Stat. § 15.445(4)(a).

RECITALS

WHEREAS, Section 277 of 1991 Wisconsin Act 269 created a crowd and traffic control services grant program for the City under Wis. Stat. §42.12; and

WHEREAS, state law provides that the Board may not award such a grant unless all of the following conditions are met:

- ▶ The City submits a plan to the Board detailing the proposed use of the grant.
- ▶ The Board approves the plan submitted by the City.
- ▶ The City enters into a written agreement with the Board under which the City agrees to comply with conditions specified by the Board for use of the grant, including an agreement to comply with any reporting and auditing requirements specified by the Board.
- ▶ City agrees to submit to the Board, within 3-6 months after the grant proceeds are fully expended, a report detailing the use of the proceeds of the grant.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Conditions. The City shall comply with conditions specified by the Board for use of the grant, including any reporting and auditing requirements specified by the Board
2. Reporting. The City shall submit to the Board, within 3-6 months after the grant proceeds are fully expended, a report detailing the use of the proceeds of the grant. The City shall endeavor to provide the report prior to the Board's October meeting.
3. Submission and Approval of Plan. The City has submitted the attached plan to the Board detailing the proposed use of the crowd and traffic control services grant authorized by Wis. Stat. § 42.12, and the Board has approved that plan.
4. Term. This agreement shall commence on the date it is fully executed by the parties and shall terminate on December 31, 2026.
5. Events. The City shall provide all services within the crowd and traffic control services plan for the following events held at the state fair park:
 - a. Wisconsin State Fair 2024 (scheduled for August 1-11, 2024)
 - b. Wisconsin State Fair 2025 (scheduled for July 31 to August 10, 2025)
 - c. Wisconsin State Fair 2026 (scheduled for August 6-17, 2026)
6. Award Amount. The Board awards annual Crowd and Traffic Control grants of:
 - a. \$58,300 by November 30, 2024
 - b. \$66,700 by November 30, 2025
 - c. \$75,000 by November 30, 2026
7. Authorization. The City and Board have authorized the execution of this Agreement between the parties by their respective signatories.

IN WITNESS WHEREOF, by execution of this Agreement, the City and Board agree to be bound by its terms and provisions.

CITY OF WEST ALLIS

By: _____

Date: _____

Name: Dan Devine

Title: Mayor

WISCONSIN STATE FAIR PARK
BOARD

By: _____

Date: _____

Name: _____

Title: _____

STATE FAIR PARK CROWD AND TRAFFIC CONTROL PLAN

The specific services in each department are a result of the additional crowds and vehicular traffic that come as a result of the annual 11-day State Fair taking place at State Fair Park. Included within this context are inspectors which provide for the safety of traffic and people. By providing a safe environment for both, advanced planning is undertaken for safe handling and movement in the event of an emergency condition.

General financial support to the City for services provided to State Fair Park during non-event periods of time is generally reimbursed to the City through the Annual Payment for Municipal Services (PMS). This grant specifically provides reimbursement for the City people, equipment, and materials involved in providing services for City activities related to the additional crowds and vehicular traffic that come as a result of the 11-day annual State Fair.

This grant from the State Fair Park Board to the City of West Allis for additional crowd and traffic control services rendered is of mutual benefit to both organizations. The State Fair Park Board will make this grant to the City which will enhance the operations of the State Fair Park and provide financial resources to the City for the crowd and traffic control services described below:

A. ENGINEERING DEPARTMENT

1. In conjunction with Public Works and Police Department, prepare detailed Traffic Management Plan.
2. Submit the plan for consideration by the State Fair Park Board and staff. The plan shall be returned to the City by July 1.

B. PUBLIC WORKS DEPARTMENT

1. Implement Traffic Management Plan by providing adjustments to traffic operations (signalization, signage, channelization, and parking control) to aid traffic flow and minimize congestion.
2. Maintain and clean streets and boulevards around State Fair Park through pick up and sweeping of streets, and right of ways of refuse, litter, and debris left by crowds as they attend the 11-day annual State Fair.

C. POLICE DEPARTMENT

1. Implement approved traffic management plan by providing parking and traffic control assistance to benefit circulation around State Fair Park.
2. Provide police and investigative services to maintain a safe environment surrounding the State Fair Park area before, during and after event for the crowds of people coming and going.
3. Support the State Fair Park in preparing crowd evacuation plans at State Fair Park and in executing them in the event of a fire, disaster, or crime/security incident.
4. Provide information to the crowds of event visitors as to City and other services and facilities available in and around the State Fair Park.

B. FIRE DEPARTMENT

1. Mitigation and extinguishment of any fire on all State Fair property during the run of the annual State Fair event.
1. Mitigation of non-fire emergencies that may occur during Annual State Fair (i.e., fires natural gas leaks, gasoline spills, people trapped in elevators, power failures, etc.).
2. Provide staffing for all non-emergency responses during event.
3. Complete fire investigation reporting for any fires that occur on State Fair property during the run of the annual State Fair,
4. Coordination of fire investigation with State Fair Police, State Fair Fire Marshal, State Fire Marshal's Office, and any other applicable law enforcement agency as needed.
5. Meet with insurance company representatives and State Risk Management personnel as needed.
6. Inspection of State Fair grounds to ensure access to hydrants and fire department sprinkler connections as needed.
7. Inspection of roadways for access by fire department equipment and emergency medical services as needed.
8. Meet with State Fair Park staff to ensure all operational issues are addressed as needed.
9. Conduct fire inspections of vehicles and equipment displayed within buildings within State Fair to assure compliance with applicable adopted state fire codes.
10. Review and approve all hazardous displays, to include and not limited to fireworks or pyrotechnics (referred to in the adopted state fire code as "flames before a proximal audience),
11. Inspection of all tents and bleachers used within the State Fair Park.
12. Assist and review building evacuation plans prepared by State Fair Park Staff as requested.
13. Conduct site inspections (and re-inspections when warranted), of fire protection equipment and devices in both permanent structures on State Fair property as well as in mobile vendors.
14. Review of emergency medical reports generated by any non-municipal EMS providers for all patients treated at State Fair,
15. Assist and review emergency plan prepared by State Fair Park staff for amusement rides and attractions.
16. Develop and review operating guideline for high angle rescue (use with Sky Glider and other large-scale amusement rides).
17. Practical training of personnel on high angle rescue at State Fair Park.
18. Draft, review, revise, and submit required special event plan to the State of Wisconsin Department of Health Services and Milwaukee County Medical Director.
19. Provide advanced life support treatment and transport for patrons, staff, and vendors of the Wisconsin State Fair. *note - EMS patient who require or request transport to a medical facility are subject to billing at the rates as adopted by the West Allis Common Council.

D. BUILDING INSPECTIONS DEPARTMENT (Code Enforcement)

1. Conduct inspections of plumbing facilities as they relate to drinking water systems in buildings and other facilities at State Fair Park.

E. HEALTH DEPARTMENT

1. Maintain and inspect for proper licensing vendors outside Fair Park serving the Park visitors.
2. Provide information and referrals to patrons and vendors as to noise and health considerations upon request.
3. Investigate communicable disease reports.



CLAIMANT CONTACT INFORMATION

Name: Robert Steinbacher
Address: 1034 S. 116th Street
West Allis, WI 53214

Phone: 262-825-2276
Email: rsteinbacher1@gmail.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 05/10/2024 Time of day: 22:00
Location: 1034 S 116 St West Allis

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

A large ash tree located on the strip of lawn between the city sidewalk and W. Washington St. uprooted and fell over, with some of the limbs impacting and damaging established arborvitae trees planted in the back yard of my home.

5 trees were damaged with an average height of 7-8 feet

5 trees x average cost of 7-8 foot tree (245 x 5) = 1225.00
5 trees x average cost to plant 7-8 foot tree (182.5 x 5) = 912.50
Total cost = 2137.50

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: _____

Date: 05/14/2024

CLAIM AMOUNT

To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 2,137.50

SAVE

PRINT

PRICE LIST

REVISED MARCH 2024

EST 1986



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NURSERY

MEQUON, WISCONSIN

11550 N. WASAUKEE ROAD, MEQUON, WI 53097

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Hours: Tuesday thru Friday: 830am to 430pm, Saturday 9am to 2pm

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ALL STOCK LOCALLY GROWN



MasterCard, VISA, Check and Cash are accepted.

SERVICES

Planting

Deciduous Trees less than 2" caliper.....	\$170
Deciduous Trees 2" - 2.5" caliper.....	\$220
Deciduous Trees 2" caliper +.....	\$250
Evergreens 4' and under.....	\$160
Evergreens 5'-8'.....	\$220
Evergreens 9' +.....	\$250
Arborvitae 5'.....	\$110
Arborvitae 6'.....	\$120
Arborvitae 7'.....	\$145
Arborvitae 8'.....	\$220
Arborvitae 9' and larger.....	\$250

Driveway Delivery – Nursery Stock

Local (within 5 miles or less of Trees For Less).....	\$120
5-10 miles.....	\$140
10-15 miles.....	\$175
15-25 miles.....	\$230
25-35 miles.....	\$275
Nursery stock delivered to individual sites.....	\$15-25/tree

additional fee may apply if large equipment is needed to move to planting site

Brokered Stock

If we don't grow it, we will do our best to source it. Prices on this sheet may be subject to availability.

MULCH

Mulch Delivery - Less than 8 yards

Local (within 5 miles or less of Trees For Less).....	\$40
5-10 miles.....	\$50
10-15 miles.....	\$55
15-20 miles.....	\$65
20+.....	call for quote

Mulch Delivery - 8 yards or more

Local (within 5 miles or less of Trees For Less).....	Free
5-10 miles.....	Free
10-15 miles.....	\$45
15-20 miles.....	\$55
20-25 miles.....	\$65

DIGGERS – HOTLINE

1-800-242-8511

EVERGREENS

All trees machine dug wrapped in burlap with wire basket or field potted.

-SPRUCE-

Blackhill Spruce

4'.....	\$165
5'.....	\$235
6'.....	\$290
7'.....	\$335
8' (limited).....	\$395

Norway Spruce

4'.....	\$165
5'.....	\$235
6'.....	\$290
7'.....	\$335
8' (limited).....	\$395

White Spruce

4'.....	\$165
5'.....	\$235
6'.....	\$290
7'.....	\$335
8' (limited).....	\$395

-ARBORVITAE-

Emerald

4'.....	\$95
5'.....	\$115
6'.....	\$155
7'.....	\$230
8'.....	\$260

Pyramidal

5'.....	\$105
6'.....	\$130
7'.....	\$190
8' (limited).....	\$210

Techny

4'.....	\$105
5'.....	\$145
6'.....	\$205
7'.....	\$235
8' (limited).....	\$260

Dark Green/Nigra

4'.....	\$90
5'.....	\$120
6'.....	\$145
7'.....	\$190
8' (limited).....	\$250

Green Giant

4'.....	\$125
5'.....	\$165
6'.....	\$195
7'.....	\$235
8'.....	\$320
9'.....	\$350

Canadian Hemlock

4'.....	\$230
5'.....	\$285

-PINE-

White Pine

4'.....	\$120
5'.....	\$205
6'.....	\$250
7'.....	\$295
8'.....	\$365

Balsam Fir

4'.....	\$145
5'.....	\$210
6'.....	\$260
7'.....	\$290
8'.....	\$340

-FIR-

Concolor Fir

4'.....	\$220
5'.....	\$255
6'.....	\$290

All trees planted by us include
1 year warranty and first year
fertilizer application.

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 JOHNSON'S NURSERY
 MENOMONEE FALLS, WI

Botanical Name	Common Name	Type	Size	List Price	Yard Stock	Est.Ltr.Avail.	Field Stock
Thuja occidentalis 'Pyramidalis'	Pyramidal Arborvitae		20'	\$0.00			2
Thuja occidentalis 'Smaragd'	Emerald Arborvitae		#15 CONTAINER	\$198.00	3		
Thuja occidentalis 'Smaragd'	Emerald Arborvitae		#20 CONTAINER	\$270.00	11		
Thuja occidentalis 'Smaragd'	Emerald Arborvitae		5'	\$180.00	286		307
Thuja occidentalis 'Smaragd'	Emerald Arborvitae		6'	\$216.00	1		340
Thuja occidentalis 'SMT0YB' PP25,388	Emerald Arborvitae		7'	\$261.00			1
Thuja occidentalis 'Spiralis'	Polar Gold® Arborvitae		#6 CONTAINER	\$126.00	3		
Thuja occidentalis 'Sunkist'	Spiralis Arborvitae		18'	\$0.00			1
Thuja occidentalis 'Sunkist'	Sunkist Arborvitae		5'	\$252.00			14
Thuja occidentalis 'Sunkist'	Sunkist Arborvitae		6'	\$261.00			8
Thuja occidentalis 'Sunkist'	Sunkist Arborvitae		7'	\$342.00			1
Thuja occidentalis 'Techny'	Techny Arborvitae		#15 CONTAINER	\$234.00	34		
Thuja occidentalis 'Techny'	Techny Arborvitae		5'	\$252.00	2		905
Thuja occidentalis 'Trautman'	Trautman Arborvitae		6'	\$261.00	1		279
Thuja occidentalis 'Trautman'	Trautman Arborvitae		5'	\$252.00			564
Thuja occidentalis 'Trautman'	Trautman Arborvitae		6'	\$261.00			77
Thuja occidentalis 'Trautman'	Trautman Arborvitae		7'	\$342.00			2
Thuja occidentalis 'Wareana'	Siberian Arborvitae		9'	\$558.00			1
Thuja occidentalis 'Wintergreen'	Wintergreen Arborvitae		7'	\$342.00			1
Thuja occidentalis 'Wintergreen'	Wintergreen Arborvitae		6'	\$216.00	1		1
Thuja occidentalis 'Wintergreen'	Wintergreen Arborvitae		7'	\$261.00			273
Thuja occidentalis 'Wintergreen'	Wintergreen Arborvitae		8'	\$360.00			462
Thuja occidentalis 'Wintergreen'	Wintergreen Arborvitae		9'	\$459.00			85
Thuja plicata	Wintergreen Arborvitae		10'	\$558.00			67
Thuja plicata x 'Standishii'	Giant Arborvitae		5'	\$297.00			473
Thuja plicata x 'Standishii'	Green Giant Western Arborvitae		#20 CONTAINER	\$441.00	2		
Tsuga canadensis	Green Giant Western Arborvitae		#25 CONTAINER	\$531.00	2		
Tsuga canadensis	Canadian Hemlock	Native, RootMaker	#5 RM TREE	\$162.00		432 - 8/15/24	
Tsuga canadensis	Canadian Hemlock	Native	16'	\$0.00	3		
Tsuga canadensis 'Ashfield Weeper'	Canadian Hemlock	Native	18'	\$0.00	1		
Tsuga canadensis 'Dawsoniana'	Ashfield Weeper Canadian Hemlock		#6 CONTAINER	\$306.00	3		
Tsuga canadensis 'Gentsch White'	Dawson's Dwarf Hemlock		#6 CONTAINER	\$261.00	14		
Tsuga canadensis 'Jeddeloh'	Gentsch White Hemlock		#6 CONTAINER	\$261.00	5		
Tsuga canadensis 'MonJers' PP27,468	Jeddeloh Hemlock		#6 CONTAINER	\$261.00	21		
Tsuga canadensis 'MonKinn' PP25,503	Golden Duke® Hemlock		#5 CONTAINER	\$198.00	17	10 - 06/02/2024	
Tsuga canadensis 'Moon Frost'	Golden Duchess® Hemlock		#5 CONTAINER	\$198.00	13	7	
Tsuga canadensis 'Pendula'	Moon Frost Canadian Hemlock		#3 CONTAINER	\$171.00	1		
	Weeping Canadian Hemlock		#6 CONTAINER	\$324.00	15		
BROADLEAF EVERGREENS							
Buxus sin. var. ins. 'Wintergreen'	Wintergreen Boxwood		30"	\$234.00			2
Buxus x 'Glencoe'	Chicagoland Green® Boxwood		15"	\$103.00			1955
Buxus x 'Glencoe'	Chicagoland Green® Boxwood		18"	\$126.00			113
Buxus x 'Glencoe'	Chicagoland Green® Boxwood		21"	\$153.00			51
Buxus x 'Glencoe'	Chicagoland Green® Boxwood		24"	\$171.00			1
Buxus x 'Glencoe'	Chicagoland Green® Boxwood		30"	\$234.00			5
Buxus x 'Green Gem'	Chicagoland Green® Boxwood		36"	\$279.00			3
Buxus x 'Green Gem'	Green Gem Boxwood		#3 CONTAINER	\$88.25	32		
Buxus x 'Green Gem'	Green Gem Boxwood		#7 CONTAINER	\$162.00	32		
Buxus x 'Green Gem'	Green Gem Boxwood		15"	\$103.00	2		767
Buxus x 'Green Gem'	Green Gem Boxwood		18"	\$126.00			2
Buxus x 'Green Gem'	Green Gem Boxwood		21"	\$153.00			3
Buxus x 'Green Gem'	Green Gem Boxwood		24"	\$171.00			1
Buxus x 'Green Gem'	Green Gem Boxwood		36"	\$279.00			1
Buxus x 'Green Mound'	Green Gem Boxwood		42"	\$432.00			5
Buxus x 'Green Mound'	Green Mound Boxwood		15"	\$103.00			69
Buxus x 'Green Mound'	Green Mound Boxwood		18"	\$126.00			73
Buxus x 'Green Mound'	Green Mound Boxwood		21"	\$153.00			25

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