



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

Tuesday, March 18, 2025

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Turner.

D. PUBLIC HEARINGS

1. [2025-1676](#) Conditional Use Permit for Site, Landscaping, and Architectural Design for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S. 60th St. (Tax Key No. 490-9001-000 & 490-9002-000).
2. [2025-1992](#) Public hearing on alcohol license renewal process.

E. PUBLIC PARTICIPATION

The Common Council may receive information from members of the public during this 30-minute period. Each speaker must announce to the council his or her name and address, sign in at the podium, and limit comments to one statement of no more than 5 minutes. The council cannot take action on topics raised by speakers and will not discuss topics with speakers.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

New and Previous Matters referred to Committees may be considered and acted upon by Committees during the Common Council recess. Unless otherwise announced during the meeting, the Standing Committees of the Common Council will meet during recess in the following rooms and in the following order:

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

The general public may contact the Committee Chair relative to an agenda item of interest that could be discussed or acted on during the recess meetings simultaneously occurring in different conference rooms. Additionally, if a member has interest in multiple agenda items which are scheduled for discussion or action during the recess meetings simultaneously occurring, they should contact the chair of the committee to inform of such interest.

G. MAYOR'S REPORT

This item is a report from the Mayor to the public regarding recent events attended, awards and commendations, and upcoming events. No discussion or action shall take place by members of the Council unless otherwise listed below.

H. ALDERPERSONS' REPORT

This item is a report from individual Alderpersons to the public regarding recent events attended, awards and commendations, and upcoming events. No discussion or action shall take place by members of the Council unless otherwise listed below.

I. APPROVAL OF MINUTES

3. [2025-1937](#) March 4, 2025 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

4. [R-2025-0153](#) Resolution authorizing the submission of an Unlocking Capital on Main Street Grant Application through the Robert Wood Johnson Foundation to support economic development efforts to support small business needs in West Allis.

Recommendation: Adopt

5. [R-2025-0154](#) Resolution authorizing the submission for the Year 2025 Supplemental Fund for Eligible Brownfields Revolving Loan Fund Grant through the Environmental Protection Agency (EPA) to assist on West Allis brownfield redevelopment projects.

Recommendation: Adopt

6. [R-2025-0277](#) Resolution to authorize the Department of Public Works to accept grant funding from the Wisconsin Department of Natural Resources.
Recommendation: Adopt
7. [R-2025-0282](#) Resolution declaring Community Events.
Recommendation: Adopt
8. [R-2025-0323](#) Resolution granting a Privilege to Layman Ventures, LLC for property located at 6001 W. Madison St. (Tax Key No. 439-0342-000).
Recommendation: Adopt
9. [R-2025-0326](#) Resolution granting a Privilege to Naus Brewing LLC for property located at 7508 W. Greenfield Ave. (Tax Key No. 440-0445-000).
Recommendation: Adopt
10. [R-2025-0327](#) Resolution granting a Privilege to 9330 W Lincoln S2 LLC for property located at 9330 W. Lincoln Ave. (Tax Key No. 479-0767-001).
Recommendation: Adopt
11. [R-2025-0328](#) Resolution granting a Privilege to Audi Properties LLC for property located at 7625-29 W. Greenfield Ave. (Tax Key No. 452-0026-000).
Recommendation: Adopt
12. [R-2025-0330](#) Resolution granting a Privilege to VSM Properties LLC for property located at 5810 W. Beloit Rd. & 5807-23 W. Burnham St. (Tax Key No. 455-0095-000).
Recommendation: Adopt
13. [R-2025-0366](#) Resolution granting a Privilege to VLC Investments LLC for property located at 7338-46 W. Greenfield Ave. (Tax Key No. 440-0378-000).
Recommendation: Adopt
14. [R-2025-0368](#) Resolution to amend Fee Schedule - updating farmers market stall rental pricing.
Recommendation: Adopt
15. [R-2025-0369](#) Resolution to approve bid of State Contractors Inc. for traffic calming and pedestrian improvements in W. Becher St. from S. 84th St. to S. 87th St. of West Allis in the amount of \$92,942.64.
Recommendation: Adopt
16. [2025-1833](#) Temporary Public Entertainment (TEMP-25-2) request for Cream City 5K, hosting a one-day event on April 26th, 2025, from 8:00 a.m. - 12 p.m., to be held at 2028 S. 124th St. Applicant: Chris Marschka.
Recommendation: Grant

17. [2025-1834](#) Finance Director/Comptroller submitting report for February 2025 indicating City of West Allis checks issued in the amount of \$3,902,350.14.
Recommendation: Place on File
18. [2025-1988](#) New application for Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers for Wally Horngren, 5915 W. Burnham St. (PNSH-25-1)
Recommendation: Grant
19. [2025-1996](#) Claim by Josiah Hahn for towing fee reimbursement and property damage that occurred on February 13th, 2025 at 2328 S. 78th St.
Recommendation: Refer to City Attorney
20. [2025-2003](#) Claim by Lora Lewis for property damage that occurred on March 10th, 2025 at 6525 W. Beloit Rd. #13.
Recommendation: Refer to City Attorney

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

21. [2025-1990](#) Discussion on the status of federal grant funding - Community Development Block Grant Funding, Housing Choice Voucher, and HOME funds.
22. [R-2025-0371](#) Resolution to approve an agreement with Lime to allow short-term commercial rental of electric scooters to the general public.
Recommendation: Adopt

PUBLIC WORKS COMMITTEE

23. [O-2025-0028](#) Ordinance to repeal and recreate provisions related to public health, sanitation, and animals.
Recommendation: Postpone until April 15th, 2025 Meeting
24. [O-2025-0029](#) Ordinance to delay effective date of mandatory lead service lateral replacement.
Recommendation: Pass
25. [2025-1991](#) Discussion of communication from Milwaukee Sports and Social regarding a partnership for use of space at Liberty Heights Park for various sport leagues.

ECONOMIC DEVELOPMENT COMMITTEE

26. [O-2023-0011](#) Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.
Recommendation: Pass
27. [R-2025-0152](#) Resolution approving an amendment to the Non-Exclusive Parking Lot Lease Agreement by and between the City of West Allis and The Deco Venues, LLC., which is the owner of the property located at 7546 W. Greenfield Ave., for parking in the City-Owned parking lots located at 7525 W. Greenfield Ave. and 14** S. 75 St.
Recommendation: Adopt
28. [R-2025-0155](#) Resolution to approve the terms & conditions for an Economic Development Loan to Ope Brewing Company LLC, located at 6751 W. National Ave., in the amount of up to \$150,000 under the Capital Catalyst Loan Program.
Recommendation: Adopt
29. [R-2025-0156](#) Resolution to approve the terms & conditions for an Economic Development Loan to Bars and Recreation Inc., d/b/a SSBMKE, Inc., located at 6325 W. National Ave., in the amount of \$50,000.
Recommendation: Adopt
30. [2025-1676](#) Conditional Use Permit for Site, Landscaping, and Architectural Design for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S. 60th St. (Tax Key No. 490-9001-000 & 490-9002-000).

PUBLIC SAFETY COMMITTEE

31. [2025-1636](#) New Operator's License (Bartender/Class D Operator) application for Joseph Fiumefreddo. (BART-1404)
32. [2025-1767](#) New Operator's License (Bartender/Class D Operator) application for Moises Martinez. (BART-1408)
33. [2025-1998](#) New Operator's License (Bartender/Class D Operator) application for Melissa Soares. (BART-1417)

34. [2025-1994](#) Notification of intention not to renew certain retail alcohol licenses and provide licensees with an opportunity for a hearing.

Indebtedness to wholesaler - Wis. Stat. 125.33(7)(b) and 125.69(4)(b))
Class A - Cleveland Liquor LLC, DBA Cleveland Liquor, 9131 W. Cleveland Ave.,
Class A - Taj & Navi Corporation, DBA One Stop West Allis Food & Liquor, 5909 W. Lincoln Ave.
Class B - Jagers LLC, DBA Da Bar, 1900 S. 60th St.

Failure to submit proof of seller's permit - Wis. Stat. 125.04(5)(a)4.
Class B - Steffek LLC, DBA The Drunk Uncle, 1902 S. 68th St.

35. [O-2025-0028](#) Ordinance to repeal and recreate provisions related to public health, sanitation, and animals.

Recommendation: Postpone until April 15th, 2025 Meeting

36. [R-2025-0291](#) Resolution in support of legislative bills that allow immediate impoundment of vehicles used for reckless driving.

Recommendation: Adopt

37. [R-2025-0151](#) Resolution to approve shared services review study evaluating the possible creation of a joint fire department with the City of Wauwatosa.

Recommendation: Adopt

38. [2025-2000](#) West Allis Senior Center Age Friendly Data presentation.

Recommendation: Discussion Purposes Only

39. [2025-2001](#) Southwest Suburban Health Department update.

Recommendation: Discussion Purposes Only

N. 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
NOTICE OF PUBLIC HEARING
March 18, 2025 at 7:00PM**

«MailingName1»
«MailingName2»
«MailingAddress1»
«MailingCSZ»

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on March 18, 2025 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following:

Conditional Use Permit for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S 60 St.

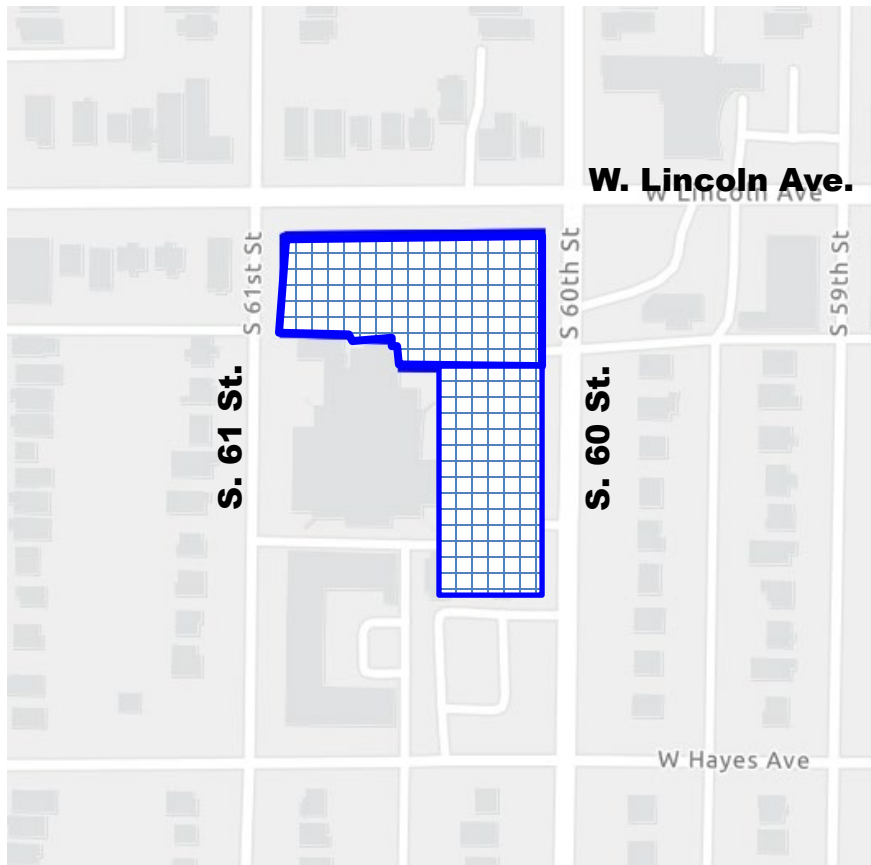
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and location.

NONDISCRIMINATION 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 enjoy benefits of a service, program or activity provided by the City.

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Conditional Use Permit for Academy of Excellence, a proposed school use, at 6021 W. Lincoln Ave. and 2307-53 S. 60 St.



Legend

-  Parcel
-  Structure
-  Project Area



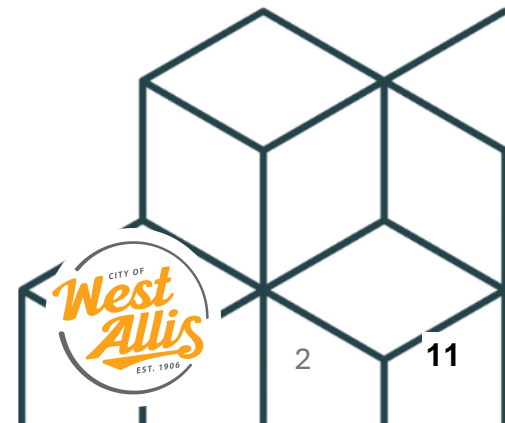
License Renewal Process

Kail Decker, City Attorney

March 18, 2025

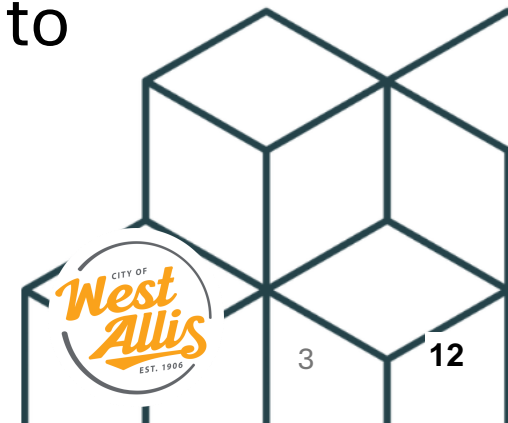
Existing Licenses

- An existing license is property
 - That interest is protected by the U.S. and Wisconsin constitutions
- Each retail alcohol license expires annually on June 30
 - Licensees should apply for renewal by April 15
 - The council must act on those applications by June 15
- Existing licenses must be renewed unless:
 - The licensee violates a law related to the license, or
 - The licensee no longer qualifies for the license.



Existing Licenses

- All licensees will be presented to the council in batches for renewal, except instances in which staff recommend non-renewal
 - If you believe there is a reason not to renew a license that is scheduled for renewal, please ask that it be removed from the list and then contact the city attorney's office
- State law requires a notice to licensees if the council intends on not renewing their license and an opportunity to have a hearing on renewal



Denying a renewal license application

- Non-renewal regulated by Wis. Stat. § 125.12
- Within the notice of intent to not renew, the City must allege one or more of the following:
 - Violated municipal regulation or state law
 - Keeps or maintains a disorderly establishment
 - Sold or given away alcohol to “known habitual drunkards”
 - Licensee does not possess qualifications to hold a license
 - Licensee convicted of possession with intent or delivery of controlled substance

Examples on Agenda

- For tonight, staff recommends not renewing four licensees
 - Item #31
- These are allegations only
- If the affected licensees wish to have a hearing, these allegations will need to be proven with testimony and evidence

Examples on Agenda tonight

- Three licenses are scheduled for nonrenewal based on debt owed to a wholesaler
- The City is prohibited from issuing retail licenses to “any person having an indebtedness” over 15 days for beer or 30 days for liquor.
 - Wis. Stat. §§ 125.33(7)(b) and 125.69(4)(b)
- Wholesalers notify the City throughout the year when retail licensees have a delinquent debt
 - The clerk places a hold on the license
 - The hold is lifted if the wholesaler says the debt is paid

Examples on Agenda tonight

- By notifying the licensees of the intent to not renew due to outstanding debt, the licensees have an opportunity to pay or dispute the debt
- The licensee may request a hearing at which time the City would have to prove the allegation

Examples on Agenda tonight

- One license is scheduled for nonrenewal based upon failure to submit proof of a seller's permit
- A qualification for an alcohol license is submitting proof of a state seller's permit
 - Wis. Stat. § 125.04(5)(a)4.
- The state department of revenue notifies the City after a licensee's seller's permit is revoked
 - The clerk places a hold on the license
 - The hold is lifted if the state says the seller's permit was reinstated

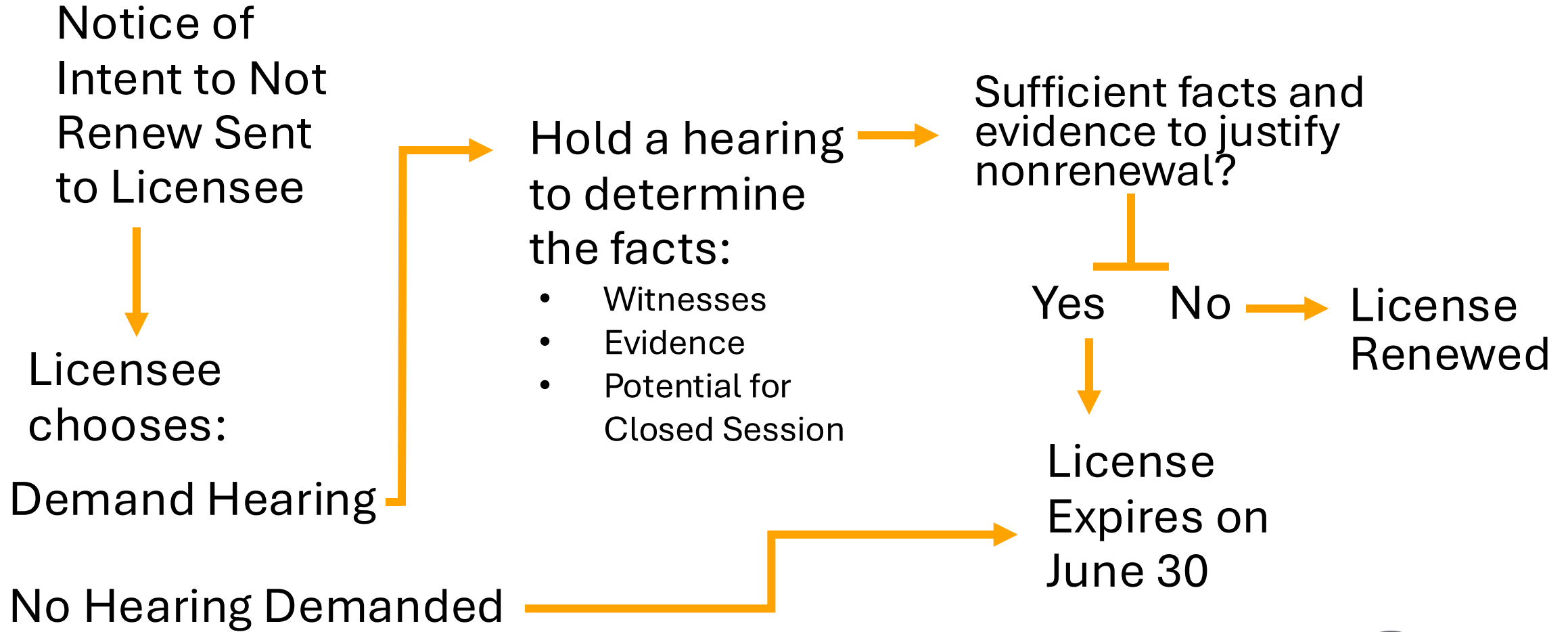
Examples on Agenda tonight

- The licensee appeared before the council or a committee on September 3, September 17, October 1, and January 14
- In each instance, he was notified of the state's allegation that his seller's permit was revoked and that his license would not be renewed if those allegations were true
 - The licensee has disputed the state's allegations
- The licensee may request a hearing at which time the City would have to prove the allegation

Delayed Impact on Licensees

- Why not seek revocation of those licenses immediately?
- In both cases, the law is worded in a way that the City can only act during the renewal process.
 - No “license may be issued” to an indebted licensee
 - Does not allow revocation or suspension
 - The only date on which an existing license is re-issued is July 1
 - Licensees must only submit proof of a seller’s permit
 - Licensee qualifies for the year after submitting proof
 - No requirement to submit proof during the license year; only at renewal

Hearing process for Public Safety Committee



Non-Renewal vs. Suspension/Revocation

- Non-renewal is usually reserved for instances in which a licensee no longer qualifies for a license
 - Presented to council in a batch with short summary
 - Suspension is not an option
- If staff recommends a license for nonrenewal based upon arrest or conviction record, that will be identified in a separate file
- It is more likely that the council will receive a verified complaint if discipline is sought based on arrest/conviction record
 - Options include suspension for 10-90 days or revocation

Questions?





City of West Allis Meeting Minutes 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*

Tuesday, March 4, 2025

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

Acting Mayor Haass called the meeting to order at 7:00 p.m.

B. ROLL CALL

Present 7 - Ald. Grob, Ald. Halvorsen, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel
Excused 3 - Mayor Devine, Ald. Grisham, Ald. Kuehn

C. PLEDGE OF ALLEGIANCE

Led by Ald. Roadt.

D. PUBLIC HEARINGS

1. [2025-0517](#) Conditional Use Permit for The Armory Hockey Development Center, a proposed Instruction/Training (31 or more persons at one time) use, at 11111 W. Greenfield Ave.

Steve Schaer, Manager of Planning & Zoning, presented.

E. PUBLIC PARTICIPATION

None.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

G. MAYOR'S REPORT

None.

H. ALDERPERSONS' REPORT

Ald. Novak, on behalf of all alderpersons, sent her condolences to Ald. Grisham on the passing of her brother who lost his battle with cancer.

Ald. Weigel invited residents to attend the WisDOT Open Houses regarding the reconstruction of I-94 on Tuesday, March 18th from 4 p.m. - 7 p.m. at the Tommy Thompson Center or on Wednesday, March 19th from 5 p.m. - 8 p.m. at Marquette University.

I. APPROVAL OF MINUTES

2. [2025-1738](#) February 11, 2025 Common Council Minutes.

Ald. Novak moved to approve, Ald. Grob seconded, motion carried.

J. STANDING COMMITTEE REPORTS

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

43. [2025-0517](#) Conditional Use Permit for The Armory Hockey Development Center, a proposed Instruction/Training (31 or more persons at one time) use, at 11111 W. Greenfield Ave.

Ald. Weigel requested separate action on item #43, Ald. Novak seconded, motion carried.

Ald. Novak moved to approve, Ald. Grob seconded, motion carried with the following roll call vote:

Aye: 7 - Ald. Grob, Ald. Halvorsen, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

Passed The Block Vote

Ald. Weigel moved to approve the Consent Agenda, items #3 - #42 & #44 - #46, Ald. Halvorsen seconded, motion carried by roll call vote:

Aye: 7 - Ald. Grob, Ald. Halvorsen, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

3. [R-2025-0109](#) Resolution granting a Privilege to KC & SS Investments LLC for property located at 1442-50 S. 92nd St. (Tax Key No. 451-0228-003).

Adopted

4. [R-2025-0110](#) Resolution granting a Privilege to 6301 West Douglas LLC for property located at 7101-05 W. Greenfield Ave. (Tax Key No. 453-0059-000).

Adopted

5. [R-2025-0111](#) Resolution granting a Privilege to M3 Plus A LLC for property located at 8802 W. Becher St. (Tax Key No. 478-0072-001).

Adopted

6. [R-2025-0112](#) Resolution granting a Privilege to RMSB Properties, LLC for property located at 7420 W. Greenfield Ave. (Tax Key No. 440-9004-000).

Adopted

7. [R-2025-0113](#) Resolution granting a Privilege to Verpoco West Allis LLC for property located at 7130 W. Greenfield Ave. (Tax Key No. 440-0312-000).

Adopted

8. [R-2025-0118](#) Resolution granting a Privilege to Tom N Tousignant & Cheryl A Tousignant for property located at 6030 W. Greenfield Ave. / 6031-35 W. National Ave. (Tax Key No. 439-0364-001).

Adopted

9. [R-2025-0119](#) Resolution granting a Privilege to Alex Geiger for property located at 7116-18 W. Greenfield Ave. (Tax Key No. 440-0313-000).

Adopted

10. [R-2025-0120](#) Resolution granting a Privilege to Alex Geiger for property located at 7227-35 W. Greenfield Ave. (Tax Key No. 453-0092-000).

Adopted

11. [R-2025-0141](#) Resolution granting a Privilege to Tarlok Bhatia for property located at 2077 S. 78 St. / 7804 W. Becher St. (Tax Key No. 477-0174-000).

Adopted

12. [R-2025-0145](#) Resolution to enter into a Maintenance Covenant with the Milwaukee Metropolitan Sewerage District (MMSD) for the installation of Green Infrastructure at the intersection of S. 62nd St. and W. Lapham St.

Sponsors: Public Works Committee

Adopted

13. [R-2025-0146](#) Resolution to approve bid of Forward Contractors for sidewalk repairs in various locations in the City of West Allis in the amount of \$170,931.

Sponsors: Public Works Committee

Adopted

14. [R-2025-0157](#) Resolution authorizing the Water Division to engage Donohue & Associates for evaluation of alternatives at the 96th Street Pump Station.

Adopted

15. [R-2025-0147](#) Final Resolution authorizing public improvement concrete construction, concrete reconstruction and/or asphalt resurfacing in various locations and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Adopted

16. [R-2025-0158](#) Final Resolution authorizing public improvement in the general area bounded by W. Cleveland Ave. to Union Pacific Railroad; S. 92nd St. to S. 108th St. and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Adopted

17. [R-2025-0159](#) Resolution to approve bid of State Contractors Inc. for street reconstruction in S. 53rd St. from W. Burnham St. to W. Rogers St. and W. Rogers St. from S. 53rd St. to Dead End in the City of West Allis in the amount of \$1,208,872.80.

Sponsors: Public Works Committee

Adopted

18. [R-2025-0160](#) Resolution to approve bid of Pro Electric, Inc. for street lighting conversion in various locations in the City of West Allis in the amount of \$1,444,592.64.

Sponsors: Public Works Committee

Adopted

19. [2025-1580](#) Appointment by Mayor Devine of Dan Adamczyk to the Office of Weed Commissioner of the City of West Allis for the year 2025.

Approved

20. [2025-1758](#) Appointment by Mayor Devine of Nancy Harris to the Commission on Aging for a 3-year term to expire March 4, 2028.

Approved

21. [2025-1763](#) Appointment by Mayor Devine of Amy May to the Public Beautification Committee as an at large member for a term to expire December 31, 2027.

Approved

22. [2025-1771](#) Appointment by Mayor Devine of Cynthia Moldenhauer to the Public Beautification Committee as a Ward 3 member representative for a term to expire December 31, 2026.

Approved

23. [2025-0952](#) Claim by Kate Stehr for towing fees on February 12th, 2025 at 6420 W. Mitchell St.

Referred to City Attorney

24. [2025-1762](#) Claim by Diane Scherzberg for property damage on February 25th, 2025 on W. National Ave under the I-41 Bridge.

Referred to City Attorney

25. [2025-1768](#) Claim by Erin Hanson-Baisley for property damage on February 17th, 2025 at 1117 S. 104th St.

Referred to City Attorney

26. [2025-1780](#) Claim by Tammy Goratowski for property damage on February 15th, 2025 in the 2300 Block of S. 107th St.

Referred to City Attorney

27. [2020-0344](#) Claim by Robert Mills regarding injuries and damages at W. Rogers St. and S. 116th St. on April 27, 2020.
Placed on File
28. [2023-0510](#) Claim by Elliott Bingham for an accident on May 16, 2023.
Placed on File
29. [2024-0594](#) Claim by Kevin Leitermann Properties, LLC for a money judgment at 11104 W. Greenfield Ave and 2345 S. 107th St. (445-9983-000 and 485-0009-010).
Placed on File
30. [2024-1033](#) Claim by Steve Nyikos regarding alleged property damage on October 15th, 2024 at 2016 S. 78th St.
Placed on File
31. [2024-0064](#) Claim by Charmion Robinson for alleged property damage and personal injuries at W. Lincoln Ave. and W. National Ave., on January 23, 2024.
Placed on File
32. [2024-0765](#) Claim by Isaac Taiwo for alleged property damage at 2330 S. 54th St. on October 14, 2024.
Placed on File
33. [2024-0928](#) Claim by Jamie Thomas for alleged property damage at 2905 S. 95th St., on October 16, 2024.
Placed on File
34. [2024-1266](#) Claim by Cornelius Armstrong regarding alleged property damage at 2832 N. 12th St. Lower Unit, on December 10th, 2024.
Denied
35. [2023-0704](#) Claim by Elliott Bingham for accident at 2103 S. 71 St. Apt. 104, on May 16, 2023.
Denied
36. [R-2025-0153](#) Resolution authorizing the submission of an Unlocking Capital on Main Street Grant Application through the Robert Wood Johnson Foundation to support economic development efforts to support small business needs in West Allis.
Held until March 18th, 2025 Meeting
37. [R-2025-0154](#) Resolution authorizing the submission for the Year 2025 Supplemental Fund for Eligible Brownfields Revolving Loan Fund Grant through the Environmental Protection Agency (EPA) to assist on West Allis brownfield redevelopment projects.
Held until March 18th, 2025 Meeting

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Sponsors: Alderperson Grisham and Alderperson Kuehn
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Sponsors: Economic Development Committee
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Held until March 18th, 2025 Meeting
41. [R-2025-0155](#) Resolution to approve the terms & conditions for an Economic Development Loan to Ope Brewing Company LLC, located at 6751 W. National Ave., in the amount of up to \$150,000 under the Capital Catalyst Loan Program.
Held until March 18th, 2025 Meeting
42. [R-2025-0156](#) Resolution to approve the terms & conditions for an Economic Development Loan to Bars and Recreation Inc., d/b/a SSBMKE, Inc., located at 6325 W. National Ave., in the amount of \$50,000.
Held until March 18th, 2025 Meeting
44. [O-2025-0028](#) Ordinance to repeal and recreate provisions related to public health, sanitation, and animals.
Sponsors: Alderperson Grisham and Alderperson Kuehn
Held until March 18th, 2025 Meeting
45. [2025-1636](#) New Operator's License (Bartender/Class D Operator) application for Joseph Fiumefreddo. (BART-1404)
Held until March 18th, 2025 Meeting
46. [2025-1767](#) New Operator's License (Bartender/Class D Operator) application for Moises Martinez. (BART-1408)
Held until March 18th, 2025 Meeting

L. ADJOURNMENT

Ald. Weigel moved to adjourn at 7:15 p.m., Ald. Grob seconded, motion carried.

Next scheduled meeting is March 18, 2025 at 7:00 p.m.



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.

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-2025-0153**

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN UNLOCKING CAPITAL
ON MAIN STREET GRANT APPLICATION THROUGH THE ROBERT WOOD
JOHNSON FOUNDATION TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS
TO SUPPORT SMALL BUSINESS NEEDS IN WEST ALLIS**

WHEREAS, the City of West Allis (“City”) in partnership with the Downtown West Allis Business Improvement District (“BID”) is eligible to apply for Unlocking Capital on Main Street Grant an up to \$500,000 grant (“Grant”) funded thru the Robert Wood Johnson Foundation Program offered by the U.S. Department of Energy; and,

WHEREAS, the Grant allows access to a pool of \$500,000 in grant funds to be leveraged for pre-development financing needs for existing and potential businesses within the designated Main Street area (Downtown West Allis);

WHEREAS, the grant would be directly awarded to the BID, but the application is a partnership, and the City would support the BID with the management and distribution of funds, as needed; and,

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that it hereby authorizes the submittal of an Unlocking Capital on Main Street Grant Application through the Robert Wood Johnson Foundation to support economic development efforts to support small business needs in West Allis.

BE IT FURTHER RESOLVED that the Mayor, City Administrator or Economic Development Executive Director or their designee are authorized to complete and submit the necessary applications and execute all requirements associated with the Unlocking Capital on Main Street Grant Application.

SECTION 1: **ADOPTION** “R-2025-0153” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0153(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0154**

**RESOLUTION AUTHORIZING THE SUBMISSION FOR THE YEAR 2025
SUPPLEMENTAL FUND FOR ELIGIBLE BROWNFIELDS REVOLVING LOAN
FUND GRANT THROUGH THE ENVIRONMENTAL PROTECTION AGENCY
(EPA) TO ASSIST ON WEST ALLIS BROWNFIELD REDEVELOPMENT
PROJECTS**

WHEREAS, the U.S. Environmental Protection Agency (EPA) is offering Brownfield Economic Redevelopment Initiatives; and,

WHEREAS, EPA is requesting applications to apply for funding for EPA’s 2025 Supplemental Funds for Eligible Brownfields Revolving Loan Fund Grants; and,

WHEREAS, the City of West Allis wishes to continue to promote economic redevelopment through the sustainable reuse of brownfields; and

WHEREAS, EPA defines brownfields as abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination; and,

WHEREAS, in this action the Common Council of the City of West Allis has declared its intent to apply to the EPA for additional EPA Revolving Loan Funds which have been utilized for further redevelopment in West Allis; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby authorizes the submittal for the Year 2025 Supplemental Fund for Eligible Brownfields Revolving Loan Fund Grant through the Environmental Protection Agency (EPA) to assist on West Allis brownfield redevelopment projects.

BE IT FURTHER RESOLVED that the Mayor, City Administrator or Economic Development Executive Director or their designee is hereby authorized to execute and deliver the aforesaid application, together with other appropriate communications and support documents on behalf of the City to the U.S. Environmental Protection Agency.

SECTION 1: **ADOPTION** “R-2025-0154” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0154(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0277**

**RESOLUTION TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO
ACCEPT GRANT FUNDING FROM THE WISCONSIN DEPARTMENT OF
NATURAL RESOURCES**

WHEREAS, the City of West Allis (“City”) has applied for and was awarded a grant in amount of \$10,000 to assist with the planning of the Orchard Hills Canal Restoration project under the Department of Natural Resources Wisconsin River Planning Grant Program; and,

WHEREAS, funds from the awarded grant will assist in the funding of planning and design services of the Orchard Hills Canal Restoration project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. Authorizes the West Allis Department of Public Works to accept the planning grant.
2. That the Director of Public Works be and is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this resolution.

SECTION 1: **ADOPTION** “R-2025-0277” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0277(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



March 3, 2025

► **REQUIRES IMMEDIATE ACTION** ◀
River Planning
RIVER PLANNING
Grant# RP40025
Grant Amount: \$10,000.00

Mike Brofka, Assistant Public Work Director
City Of West Allis
7525 W Greenfield Ave
West Allis, WI 53124

Dear Mr. Brofka:

Congratulations! On behalf of the Governor, we are pleased to announce the following project is approved for funding under Wisconsin's River Planning Grant Program: *Restoration of the Orchard Hills Canal*

Please review the agreement including the list of conditions and return signed by the authorized individual **within 30 days of this letter's date** to Chrissy Kozik, your regional Environmental Grant Specialist, at 1027 West St Paul Avenue, Milwaukee, WI 53233 or Christine.Kozik@wisconsin.gov.

The scope summarized in the agreement is the project detail provided in the application and does not negate tasks/deliverables described therein. Data, records, and reports, including GIS-based maps, and digital images, must be submitted to the Department in a format specified by the regional biologist.

The period covered by the agreement is from March 15, 2025 through December 31, 2025. If you can't complete your project within this time period, please request an extension from Craig Helker, your regional biologist at Craig.Helker@wisconsin.gov, or Chrissy Kozik at Christine.Kozik@wisconsin.gov. You must submit your request for your final payment within six (6) months from the project end date or your grant may be terminated. Should you have any questions about the project, please contact your regional biologist. If you have any financial questions, please contact your regional Environmental Grant Specialist above.

Under this grant program, you are entitled to a project advance payment. This advance payment is made available to you to cover costs you may incur in the initial stages of the grant process. The advance payment is equal to 75% of the State grant amount. **If you wish to request the advance payment, please check the box provided before the signature block on the last page of the project agreement.**

Please note that this grant program is a reimbursement program. This means that you must pay all expenses incurred prior to requesting reimbursement or additional grant funds from the State. Reimbursement claim forms are enclosed. Please be aware that the deadline for submitting final reimbursement claims is six (6) months from the project end date. Partial reimbursement requests will not be accepted.

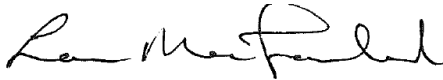
The State withholds 10% of the State Cost Share for final reimbursement following approval of the final report. Instructions and forms for the financial administration of the project are enclosed. Please submit your final report to Craig Helker at Craig.Helker@wisconsin.gov or 9531 Rayne Rd, Ste 4, Sturtevant, WI 53177, and final billing to Chrissy Kozik at Christine.Kozik@wisconsin.gov or 1027 West St Paul Avenue, Milwaukee, WI 53233. Please write the project number (RP40025) on all materials submitted.

Advance or Reimbursement Check: Your advance or reimbursement may be direct deposited to your organization's financial institution or a check mailed to City Of West Allis, Mike Brofka, 7525 W Greenfield Ave, West Allis, WI 53124. This is the check recipient that appears in our records. If this is incorrect, please notify Chrissy Kozik.

- Your project may require one or more cost containment procedures.** A grantee shall implement cost containment measures for all purchases made with grant funds that exceed \$2500. The grantee must identify the cost containment procedure used when requesting reimbursement. Refer to program guidance for acceptable cost containment procedures.
- If your project includes the use of donated labor as part of your local share,** you must document all volunteer labor and/or professional labor by keeping a log of the person's name, the date the work is performed, a description of the work performed, the number of hours and rate of pay per hour (including benefits for professional hours). Attached are sample worksheets and summary sheets for your use. Please make, as many copies from these blank sheets as you think will need for the project. Tracking hours by computer is accepted.
- If your project includes the use of donated materials or equipment as part of your local share,** you must carefully track all donations with documentation that is equal to an invoice in their normal business dealings but clearly marked as donations. All donations shall conform to market rates. This documentation must be included with the payment request form.
- If your project includes GIS data, it should be in a format fully compatible with ARC/INFO[®] and ArcView[®].** If you have any questions about this format or the standards, please request more information from Craig Helker or Chrissy Kozik.

You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. The Department of Natural Resources is pleased to have the opportunity to participate with you in this grant project.

Sincerely,



Jim Ritchie, Director
Bureau of Community Financial Assistance

C: Craig Helker
Chrissy Kozik

Notice: Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee City Of West Allis		Project Number RP40025		
Project Title Restoration of the Orchard Hills Canal		Entity ID#: N/A	CFDA # N/A	State ID # 370.675
Start and End Date of Grant From March 15, 2025 Through December 31, 2025		Name of Program River Planning - RIVER PLANNING		
Project Scope The City of West Allis is sponsoring a project to complete initial field surveys in Spring 2025 that will be used in HEC-RAS modeling, C3D design, permitting, and outreach activities necessary for the restoration of Orchard Hills Canal. Activities: 1) Conduct a drone survey to collect orthographic, topographic, high-resolution video, and LIDAR data. 2) Per application, conduct stream survey. 3) Conduct wetland and habitat assessment. 4) Conduct a tree survey per application. Deliverables: 1) Orthographic, topographic, high-resolution video, and LIDAR data. 2) Create a detailed existing condition of the project area using C3D software, to be utilized to determine proposed channel plan and profile conditions. 3) Wetland Delineation Report. 4) Tree survey data. 5) Submit Final Report summarizing activities conducted under this grant. Conditions: Submit Final Report summarizing activities conducted under this grant This scope summarizes details provided in the application and does not negate tasks and/or deliverables described therein. Data, reports, surveys, and supporting information, including photos, maps and GIS data, must be submitted to the DNR Biologist in electronic format and in any other format they specify. If a consultant provides a final report, it is recommended that the Grantee provide the DNR Biologist with a draft for comment on report adequacy prior to making a final payment to the consultant. Include electronic copy of the final report along with or prior to submission of grantee's final payment request.				
WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT: Chrissy Kozik, Environmental Grant Specialist, (414) 897-5776, Christine.Kozik@wisconsin.gov Craig Helker, Water Resources Mgmt Specialist, (414) 550-2970, Craig.Helker@wisconsin.gov				
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are incorporated into and made part of this agreement:		
Total Project Cost	\$15,025.00	<ol style="list-style-type: none"> Chapter NR 193, Wisconsin Administrative Code Surface Water Grant Application Form #8700-284 and all attachments. 		
Cost Share Percentage	67%			
Grant Award	\$10,000.00			
Grantee Share	\$5,025.00			
Advance Payment	\$7,500.00			

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions to the original grant agreement, including cost adjustments, time extensions, and scope changes, must be requested by the grantee in writing. E-mail from the grantee is an acceptable format. Grantee must submit requests for amendment to this agreement prior to the end date of the original agreement. The Department may approve time extensions to the original agreement in writing without the requirement of the Grantee's signature. The Department may only approve cost and scope changes in a written grant agreement that requires signature of the grantee. The Grantee shall submit each amendment request to the Department contact listed on page 1 of this agreement.
3. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.
4. Grantee match is defined as that portion of eligible project costs paid for by the grantee. Eligible sources of grantee match may include cash from the grantee; funds generated by local, non-department state or federal governments; grants or contributions from foundations, businesses, private individuals or nonprofit organizations; and donated or force account labor, professional services, supplies, and equipment usage. State funds from the department may not be considered part of the grantee match. Interest earned on advance payment under this grant cannot be considered as grantee match.
5. **The Grantee:**
 - a. Agrees to comply with all applicable provisions of Wisconsin Statutes and Administrative Code in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of ss. 23.22, 281.68, 281.69, 281.70, and 281.71, Wis. Stats., as appropriate, and to comply with all applicable federal, state and local contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding.
 - b. Agrees to obtain all regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to project implementation and complied with fully during project implementation
 - c. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
 - d. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
 - e. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee and all of its employees, agents or representatives. The Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department.
 - f. Agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as approved by the Department or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
 - g. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Grantee agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- h. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be maintained by the Grantee in separate accounts.
- i. Agrees to submit final reimbursement claims within six (6) months from the grant end date. Reimbursement requests must be accompanied by progress reports detailing activities that have taken place during the time period for which the Grantee is seeking reimbursement and documentation for the costs being claimed.
- j. Agrees to keep all financial records, including invoices and canceled checks, that support all project costs claimed by the Grantee and make these available to the Department for inspection for six (6) years after receipt of final payment.
- k. Agrees that all water chemistry analyses that are part of the project shall be analyzed by either the Wisconsin State Lab of Hygiene or a Wisconsin certified laboratory approved by the Department for sample analysis. The DNR must pre-approve private laboratory eligibility. The grantee will first pay 100% of laboratory costs incurred directly to the laboratory and then request reimbursement from the DNR. This provision does not apply to planning projects conducted by the U.S. Geological Survey.
- l. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department's regional contact.
- m. Agrees to provide all information (data) gathered under this grant and final report products in electronic format and to submit these materials to the Department's regional contact as part of the final report.
- n. Will follow the conditions related to invasive species movement. The grantee agrees to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 1. Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.
 2. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>.
- o. Agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

6. The Department:

- a. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of \$10,000.00, and to tender to the Grantee that portion of the obligation that is required to pay the Department's share of the costs based upon the state providing up to the maximum percent of eligible project costs and not to exceed the maximum allowable grant award.
- b. Agrees that the Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
- c. Reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with this agreement.
- d. Will withhold up to 25% of the state share for final payment, subject to a determination that the projects final report, and any required audits have been completed satisfactorily.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Indirect costs are not eligible for reimbursement under the Surface Water Grants program. This applies to both indirect costs that the grantee may wish to charge the Department and any indirect costs that a subcontractor may wish to charge the grantee. If indirect costs are incurred, they are wholly the responsibility of the grantee.
2. Where grant funds are used to support the use of any Unmanned Aircraft (UA) of any size, the Grantee shall comply with all of the following terms and conditions:
 - 1.
 - 2.

- 3. a. Grantees shall require its pilots of UA to comply with the following at all times: FAA regulations; requirements for obtaining FAA waivers, per 14 CFR Part 107, if applicable; and federal, state and local law and administrative code, including, but not limited to, any applicable pilot licensing requirements.
- 4. b. Grantee shall not authorize a UA operation or pilot a UA: contrary to any FAA, Federal, State or local rules and regulations; to conduct random surveillance activities unrelated to law enforcement activities; or to observe places or people for purposes not directly related to the grant.
- 5. c. Grantee shall not permit any third-party to UA activity on any of Grantees' flight operations. This does not prohibit Grantee from sharing unsolicited information provided by a UA with the DNR or other federal, state or local law enforcement or emergency response officials (such as a citizen who provides information about a victim they observed in a river). Grantee acknowledges and agrees that the consensual sharing of acquired data from an operation was not directed by the Department of Natural Resources, and does not constitute Department authorization or control of Grantees' efforts.

Check here if you request advance payment totaling \$7,500.00

The person(s) signing for the Grantee represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By

By



(Signature)

**Jim Ritchie, Director
Bureau of Community Financial Assistance**

(Title)

3/3/2025

(Date)

(Date)

**CITY OF WEST ALLIS
RESOLUTION R-2025-0282**

RESOLUTION DECLARING COMMUNITY EVENTS

WHEREAS, the Common Council of the City of West Allis declares several events throughout the year as “Community Events”; and

WHEREAS, the City of West Allis will provide assistance for parking restrictions and use of signs and supplies, and additional police presence if needed for such events; and

WHEREAS, by being City Sponsored Events, the City of West Allis shall not charge permit fees for holding said events; and

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis declares the following as Community Events pursuant to WAMC 6.03(7)(e):

DPW Open House on Saturday, May 17, 2025 from 10:00 a.m. to 2:00 p.m. at the West Allis Department of Public Works at 6300 W. McGeoch Ave.

Community Cleanup on Saturday, May 17, 2025 from 10:00 a.m. to 1:00 p.m. at the WAPD Substation at 6900 W. National Ave.

Bike Rodeo with Liberty Heights Neighborhood Association on Sunday, May 18, 2025 from 11:00- 1:00p.m. at West Allis Farmers Market, 6501 W. National Ave.

Memorial Day Ceremony with Tanner-Paull Post 120 on Monday, May 26, 2025 at 11:00a.m. at Veterans Park, 6900 W. National Ave.

West Allis A La Carte with West Allis Downtown, Sunday, June 1 from 11:00a.m. to 5:00 p.m. on Greenfield Ave. from 70th to 76th St.

Food Truck Fridays with Mini Markets from Oniomania on Fridays, June 13, June 27, July 11, July 25, August 15, August 29, September 12 and September 26, 2025 from 5:00p.m. to 8:00p.m. at the West Allis Farmers Market, 6501 W. National Ave.

Tour of America’s Dairyland Bike Race with West Allis Cheese & Sausage Shoppe on Friday, June 20, 2025 from 11:00a.m. to 8:00p.m. on all public ways and City-owned property on 68th & Becher St. and the surrounding neighborhood.

Summer Concert Series on Thursday, June 19, Thursday, July 17, Thursday, August 21, and Thursday, September 18 from 5:00p.m. to 8:00p.m. at Veterans Park, 6900 W. National Ave.

The Makers Market with Oniomania on Sunday, June 29, 2025 from 12:00 p.m. to 4:00 p.m. at West Allis Farmers Market, 6501 W. National Ave.

Independence Day Parade on Wednesday, July 2, 2025 at 7:00p.m. on Greenfield Ave. from 77th St. to 70th St.

Feature on Becher with Station No. 6 and WAWM Recreation Department on Thursday, July 3, 2025 from 4:00 p.m. to 9:00 p.m. on Becher St. from 68th St. to the alleyway.

Independence Day Fireworks and Concert on Friday, July 4, 2025 at Nathan Hale High School, 11601 W. Lincoln Ave.

West Allis Night Out on Monday, July 21, 2025 from 5 p.m. - 9 p.m. at the West Allis Farmers Market, 6501 W. National Ave.

Art on the Plaza with Inspiration Studios on Friday, September 5, 2025 from 5:00p.m. to 8:00p.m. at City Hall Centennial Plaza, 7525 W. Greenfield Ave.

Pawtoberfest with the Rotary Club of West Allis on Sunday, September 28, 2025 from 12:00 p.m. to 4:00 p.m. at the West Allis Farmers Market, 6501 W. National Ave.

Cops & Kids, Monday, September 29, 2025 from 11:00 a.m. to 3:00 p.m. at Veterans Park, 6900 W. National Ave.

West Allis Downtown Classic Car Show with West Allis Downtown BID on Sunday, October 5, 2025 from 10:00 a.m. to 3:00 p.m., Greenfield Ave. from 70th to 76th St.

Pumpkins in the Park on Friday, October 10, 2025 from 4:00 p.m. to 6:00 p.m. at Veterans Park, 6900 W. National Ave.

Haunted Honey Creek on Thursday, October 23, 2025 from 4:00 p.m. to 8:00 p.m. and Friday, October 24, 2025, from 5:00 p.m. to 9:00 p.m. at Honey Creek Park, 8405 W. National Ave.

Veterans Day Ceremony on Tuesday, November 11, 2025 at 11:00 a.m. at the WAPD Sub Station at Veterans Memorial Park 6900 W. National Ave.

Christkindlmarkt, Friday, December 5, 2025 from 4:00 p.m. to 9:00 p.m. and Saturday, December 6 from 12:00 p.m. to 4:00 p.m. at the West Allis Farmers Market, 6501 W. National Ave.

Christmas Events on Saturday, December 6, 2025, including:

Allis in Winterland from 3:00 p.m. to 4:00 p.m. in the City Hall Art Gallery 7525 W. Greenfield Ave.

The Tree Lighting Program from 4:00 p.m. to 4:45 p.m. at City Hall Centennial Plaza, 7525 W. Greenfield Ave.

The West Allis Christmas Parade at 4:45 p.m. on Greenfield Ave. from 79th St. to 70th St. Greenfield Ave, south on 70th St., ending at Orchard Ave.

West Allis Fire Department Breakfast with Santa on Saturday, December 13, 2025 from 9:00 a.m. to 12:00 p.m. at Fire Station #62, 2040 S. 67th Pl.

SECTION 1: **ADOPTION** “R-2025-0282” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0282(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0323**

**RESOLUTION GRANTING A PRIVILEGE TO LAYMAN VENTURES, LLC FOR
PROPERTY LOCATED AT 6001 W. MADISON ST. (TAX KEY NO. 439-0342-000)**

WHEREAS, Layman Ventures, LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-32) located at 6001 W. Madison St., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Layman Ventures, LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Layman Ventures, LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 6001 W. Madison St., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0323" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0323(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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0326**

**RESOLUTION GRANTING A PRIVILEGE TO NAUS BREWING LLC FOR
PROPERTY LOCATED AT 7508 W. GREENFIELD AVE. (TAX KEY NO. 440-0445-
000)**

WHEREAS, Naus Brewing LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-45) located at 7508 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant is not required to submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Naus Brewing LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Naus Brewing LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7508 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-0326” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0326(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0327**

**RESOLUTION GRANTING A PRIVILEGE TO 9330 W LINCOLN S2 LLC FOR
PROPERTY LOCATED AT 9330 W. LINCOLN AVE. (TAX KEY NO. 479-0767-001)**

WHEREAS, 9330 W Lincoln S2 LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-39) located at 9330 W. Lincoln Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from 9330 W Lincoln S2 LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to 9330 W Lincoln S2 LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 9330 W. Lincoln Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0327" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0327(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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0328**

**RESOLUTION GRANTING A PRIVILEGE TO AUDI PROPERTIES LLC FOR
PROPERTY LOCATED AT 7625-29 W. GREENFIELD AVE. (TAX KEY NO. 452-
0026-000)**

WHEREAS, Audi Properties LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-43) located at 7625-29 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Audi Properties LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Audi Properties LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7625-29 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-0328” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0328(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0330**

**RESOLUTION GRANTING A PRIVILEGE TO VSM PROPERTIES LLC FOR
PROPERTY LOCATED AT 5810 W. BELOIT RD. & 5807-23 W. BURNHAM ST.
(TAX KEY NO. 455-0095-000)**

WHEREAS, VSM Properties LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-42) located at 5810 W. Beloit Rd. & 5807-23 W. Burnham St., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant is not required to submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from VSM Properties LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to VSM Properties LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 5810 W. Beloit Rd. & 5807-23 W. Burnham St., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-0330” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0330(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0366**

**RESOLUTION GRANTING A PRIVILEGE TO VLC INVESTMENTS LLC FOR
PROPERTY LOCATED AT 7338-46 W. GREENFIELD AVE. (TAX KEY NO. 440-
0378-000)**

WHEREAS, VLC Investments LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-26) located at 7338-46 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of \$50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from VLC Investments LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to VLC Investments LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7338-46 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-0366” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0366(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0368**

**RESOLUTION TO AMEND FEE SCHEDULE - UPDATING FARMERS MARKET
STALL RENTAL PRICING**

WHEREAS, the City adjusts its fee schedule to reflect market pricing;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

SECTION 1: AMENDMENT “Marketing And Engagement” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Marketing And Engagement

1. Farmers and Vendors. The following rental fees shall be collected from farmers and vendors, other than food truck vendors, as applicable.

Type	Fee Amount	Authority
Full Season Fee	\$650.00 per stall (covered corner) \$600.00 575.00 per stall (inline covered) \$525.00 500.00 per stall (uncovered)	
Half-Season Fee	\$300.00 325.00 per stall (covered corner) \$290.00 per stall (covered) \$250.00 per stall (uncovered)	
<u>Daily Fee</u>	<u>\$15.00 per stall (Weekdays) \$25.00 per stall (Saturdays)</u>	

2. Reserved. ~~Food Vendors~~. The following rental fees shall be collected from ~~food vendors, as applicable~~:

Type	Fee Amount	Authority
------	------------	-----------

Full Season Fee	\$500.00 per stall	
Weekly Fee	\$50.00 per stall	
Daily Fee	\$15.00 per stall (Weekdays) \$20.00 per stall (Saturdays)	

3. Food Truck Vendors. The following rental fees shall be collected from food truck vendors, as applicable.

Type	Fee Amount	Authority
Daily Rental Fee	<u>\$15.00 per stall</u> (Weekdays) <u>\$25.00 per stall</u> (Weekends) \$50.00 per stall (Special <u>Friday Events</u>)	

4. Reserved.

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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0369**

**RESOLUTION TO APPROVE BID OF STATE CONTRACTORS INC. FOR
TRAFFIC CALMING AND PEDESTRIAN IMPROVEMENTS IN W. BECHER ST.
FROM S. 84TH ST. TO S. 87TH ST OF WEST ALLIS IN THE AMOUNT OF
\$92,942.64**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of State Contractors Inc. for 2025 Project No. 3 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of State Contractors Inc. for 2025 Project No. 3 for the intersection traffic calming including the installation of concrete curb and gutter, concrete sidewalk, ADA compliant curb ramps, signing, pavement marking and sodding in:

W. Becher St. from S. 84th St. to S. 87th St.

for the sum of Ninety-two Thousand, Nine Hundred Forty-two and 64/100 dollars (\$92,942.64) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by CDBG Funds, Bond Funds and Cash Reserves.

SECTION 1: **ADOPTION** “R-2025-0369” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0369(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Application for: Temporary Public Entertainment Permit

Chris Marschka

Name of Event: Cream City 5K

Date(s): 4/26/25

Location: Greenfield Park

Event Start and End Time: 7am to 12pm

Type of Entertainment: Cream City 5K fun run; We will have amplified music and announcements at the start/finish line.

Monthly Listing of Claims Paid
February 2025

Payment Date: 02/03/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
38519	A. GALENA, LLC	223-7602-563.43-03		HAPRENT-2-25	1,250.00
38519 - Summary					1,250.00
38520	ADSIT, CHRIS	223-7602-563.43-03		HAPRENT-2-25	3,286.00
38520 - Summary					3,286.00
38521	ALPINE COURT, LLC	223-7602-563.43-03		HAPRENT-2-25	1,342.00
38521 - Summary					1,342.00
38522	AMBROSELLI, DOMINIC	223-7602-563.43-03		HAPRENT-2-25	1,505.00
38522 - Summary					1,505.00
38523	AMU-PLUS, LLC	223-7602-563.43-03		HAPRENT-2-25	429.00
38523 - Summary					429.00
38524	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-2-25	1,195.00
38524 - Summary					1,195.00
38525	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-2-25	2,069.00
38525 - Summary					2,069.00
38526	AUTUMN GLEN LLC	223-7602-563.43-03		HAPRENT-2-25	1,025.00
38526 - Summary					1,025.00
38527	AVILA, JORGE	223-7602-563.43-03		HAPRENT-2-25	729.00
38527 - Summary					729.00
38528	BAKER, BRADLEY	223-7602-563.43-03		HAPRENT-2-25	1,356.00
38528 - Summary					1,356.00
38529	BARTSCH MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-2-25	1,631.00
	BARTSCH MANAGEMENT, LLC	226-7605-563.43-08		HAPRENT-2-25	850.00
38529 - Summary					2,481.00
38530	BAY BREEZE INVESTMENTS LLC	226-7605-563.43-08		HAPRENT-2-25	1,355.00
38530 - Summary					1,355.00
38531	BAYER, WERNER	223-7602-563.43-03		HAPRENT-2-25	1,092.00
38531 - Summary					1,092.00
38532	BEANS BEANS LLC	226-7605-563.43-08		HAPRENT-2-25	879.00
38532 - Summary					879.00
38533	BECHER PROPERTY LLC	223-7602-563.43-03		HAPRENT-2-25	771.00
38533 - Summary					771.00
38534	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		VACRENT-2-25	3,413.00
	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-2-25	52,196.00
38534 - Summary					55,609.00
38535	BERRADA PROPERTIES MGT INC	226-7605-563.43-08		HAPRENT-2-25	675.00
38535 - Summary					675.00
38536	BIECK MANAGEMENT	226-7605-563.43-08		HAPRENT-2-25	1,100.00
38536 - Summary					1,100.00
38537	BIECK MANAGEMENT, INC.	223-7602-563.43-03		HAPRENT-2-25	624.00
38537 - Summary					624.00
38538	BILL HOAG PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-2-25	513.00
38538 - Summary					513.00
38539	BLAKE-WEISE MGT DBA FRENCH QUARTER	223-7602-563.43-03		HAPRENT-2-25	1,421.00
	BLAKE-WEISE MGT DBA FRENCH QUARTER	226-7605-563.43-08		HAPRENT-2-25	781.00
38539 - Summary					2,202.00
38540	BRAMBILA, EXSIQUIA RUBIO	226-7605-563.43-08		HAPRENT-2-25	950.00
38540 - Summary					950.00
38541	BRUCKNER, DAN	223-7602-563.43-03		HAPRENT-2-25	1,278.00
38541 - Summary					1,278.00
38542	BUCKHORN STATION ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-2-25	292.00
38542 - Summary					292.00
38543	BURNHAM HILL APTS	226-7605-563.43-08		HAPRENT-2-25	2,960.00
38543 - Summary					2,960.00
38544	BURNHAM 2 LLC	226-7605-563.43-08		HAPRENT-2-25	502.00
38544 - Summary					502.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
38545	BUTTITTA, NICK	223-7602-563.43-03		HAPRENT-2-25	539.00
38545 - Summary					539.00
38546	CARRAN, CARL	223-7602-563.43-03		HAPRENT-2-25	1,684.00
38546 - Summary					1,684.00
38547	CATHERINE GALLAGHER,	223-7602-563.43-03		HAPRENT-2-25	850.00
38547 - Summary					850.00
38548	CHIARA COMMUNITIES, INC	223-7602-563.43-03		HAPRENT-2-25	1,681.00
	CHIARA COMMUNITIES, INC	226-7605-563.43-08		HAPRENT-2-25	2,068.00
38548 - Summary					3,749.00
38549	CHIARA COMMUNITIES, INC	226-7605-563.43-08		HAPRENT-2-25	676.00
38549 - Summary					676.00
38550	CITY OF WEST ALLIS-FSS DEPOSITS	223-7602-563.43-09		FSSRENT-2-25	2,446.00
38550 - Summary					2,446.00
38551	CITYWIDE RENTALS &PROPERTY MGMT LLC	223-7602-563.43-03		HAPRENT-2-25	2,564.00
38551 - Summary					2,564.00
38552	CLARKE SQUARE TERRACE HOUSING LLC	226-7605-563.43-08		HAPRENT-2-25	136.00
38552 - Summary					136.00
38553	CLENDENNING PROPERTIES	226-7605-563.43-08		HAPRENT-2-25	67.00
38553 - Summary					67.00
38554	COBALT SUPREME - CP, LLC	223-7602-563.43-03		HAPRENT-2-25	208.00
38554 - Summary					208.00
38555	COBALT SUPREME-CP, LLC	223-7602-563.43-03		HAPRENT-2-25	445.00
38555 - Summary					445.00
38556	CORNERSTONE MANAGEMENT ASSOC	226-7605-563.43-08		HAPRENT-2-25	1,741.00
38556 - Summary					1,741.00
38557	DAYFORTH APARTMENTS LLP	226-7605-563.43-08		HAPRENT-2-25	483.00
38557 - Summary					483.00
38558	EAST SHORE PROPERTIES	226-7605-563.43-08		HAPRENT-2-25	329.00
38558 - Summary					329.00
38559	EBERLE, JOSEPH	223-7602-563.43-03		HAPRENT-2-25	626.00
38559 - Summary					626.00
38560	ELITE PROPERTIES INC	223-7602-563.43-03		HAPRENT-2-25	484.00
	ELITE PROPERTIES INC	226-7605-563.43-08		HAPRENT-2-25	405.00
38560 - Summary					889.00
38561	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-2-25	5,889.00
38561 - Summary					5,889.00
38562	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-2-25	756.00
38562 - Summary					756.00
38563	FABISZAK, MEL	223-7602-563.43-03		HAPRENT-2-25	703.00
38563 - Summary					703.00
38564	FIFTH STRET SCHOOL LLC	226-7605-563.43-08		HAPRENT-2-25	1,554.00
38564 - Summary					1,554.00
38565	FOND DU LAC APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-2-25	579.00
38565 - Summary					579.00
38566	FRISKE, JONATHON	223-7602-563.43-03		HAPRENT-2-25	742.00
38566 - Summary					742.00
38567	GALOVIC, STEFAN	223-7602-563.43-03		HAPRENT-2-25	715.00
38567 - Summary					715.00
38568	GRAD, FRANK	223-7602-563.43-03		HAPRENT-2-25	2,151.00
38568 - Summary					2,151.00
38569	GREENFIELD GARDEN, LLC	223-7602-563.43-03		HAPRENT-2-25	1,100.00
38569 - Summary					1,100.00
38570	GREENFIELD SENIOR APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-2-25	1,193.00
38570 - Summary					1,193.00
38571	HAI PROPERTY MANAGEMENT LLC	226-7605-563.43-08		HAPRENT-2-25	1,870.00
38571 - Summary					1,870.00
38572	HAYMARKET LOFTS LP	226-7605-563.43-08		HAPRENT-2-25	827.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
38572 - Summary					827.00
38573	HEARTLAND-WEST ALLIS COURTYARD LLC	223-7602-563.43-03		HAPRENT-2-25	7,556.00
	HEARTLAND-WEST ALLIS COURTYARD LLC	226-7605-563.43-08		HAPRENT-2-25	1,797.00
38573 - Summary					9,353.00
38574	HEBERT, STEVEN	226-7605-563.43-08		HAPRENT-2-25	900.00
38574 - Summary					900.00
38575	HERITAGE WEST ALLIS	223-7602-563.43-03		HAPRENT-2-25	5,407.00
38575 - Summary					5,407.00
38576	HOCHSCHILD, LAWRENCE	223-7602-563.43-03		HAPRENT-2-25	650.00
38576 - Summary					650.00
38577	HOOKER, SUSAN	223-7602-563.43-03		HAPRENT-2-25	1,419.00
38577 - Summary					1,419.00
38578	HOSPEL, BRIAN	226-7605-563.43-08		HAPRENT-2-25	329.00
38578 - Summary					329.00
38579	HOUSE, ASHLEY	223-7602-563.43-03		HAPRENT-2-25	682.00
38579 - Summary					682.00
38580	HOUSING & REDEVELOPMENT AUTHORITY	222-7601-563.30-04		AFRENT-2-25	92.63
	HOUSING & REDEVELOPMENT AUTHORITY	223-7602-563.43-05		HAPRENT-2-25	1,017.00
38580 - Summary					1,109.63
38581	HURLEY, NOAH	223-7602-563.43-03		HAPRENT-2-25	551.00
38581 - Summary					551.00
38582	IRIZARRY, JOSEPH	223-7602-563.43-03		HAPRENT-2-25	615.00
38582 - Summary					615.00
38583	JARABA, BELAL	223-7602-563.43-03		HAPRENT-2-25	1,106.00
38583 - Summary					1,106.00
38584	JOHN ELLIOTT REALTY	223-7602-563.43-03		HAPRENT-2-25	276.00
38584 - Summary					276.00
38585	JOHN STARR PICKLES, LLC	226-7605-563.43-08		HAPRENT-2-25	647.00
38585 - Summary					647.00
38586	JTS PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-2-25	287.00
38586 - Summary					287.00
38587	K.B. CO INVESTMENTS	226-7605-563.43-08		HAPRENT-2-25	465.00
38587 - Summary					465.00
38588	KATHLEEN MARY PROPERTIES	223-7602-563.43-03		HAPRENT-2-25	977.00
38588 - Summary					977.00
38589	KATZ PROPERTIES, INC	226-7605-563.43-08		HAPRENT-2-25	2,069.00
38589 - Summary					2,069.00
38590	KELLEN, JAMES	226-7605-563.43-08		HAPRENT-2-25	329.00
38590 - Summary					329.00
38591	KELLNER PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-2-25	562.00
38591 - Summary					562.00
38592	KEY WAY RENTALS, LLC	223-7602-563.43-03		HAPRENT-2-25	1,252.00
38592 - Summary					1,252.00
38593	KLEIN, CAROL J	223-7602-563.43-03		HAPRENT-2-25	756.00
38593 - Summary					756.00
38594	KNITTING FACTORY ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-2-25	1,635.00
38594 - Summary					1,635.00
38595	KORONKA, HELEN	223-7602-563.43-03		HAPRENT-2-25	279.00
38595 - Summary					279.00
38596	KRUEGER, RONALD	223-7602-563.43-03		HAPRENT-2-25	375.00
38596 - Summary					375.00
38597	KTI, LLC	223-7602-563.43-03		HAPRENT-2-25	879.00
38597 - Summary					879.00
38598	LADEWIG, GAVIN	223-7602-563.43-03		HAPRENT-2-25	758.00
38598 - Summary					758.00
38599	LAI, SHUPING	223-7602-563.43-03		HAPRENT-2-25	79.00

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38599 - Summary					79.00
38600	LAKE, CHRIS	223-7602-563.43-03		HAPRENT-2-25	683.00
38600 - Summary					683.00
38601	LANDMARK HARMONY HOUSING LLC	223-7602-563.43-03		HAPRENT-2-25	1,834.00
	LANDMARK HARMONY HOUSING LLC	226-7605-563.43-08		HAPRENT-2-25	1,511.00
38601 - Summary					3,345.00
38602	LINCOLN CREST APARTMENTS	223-7602-563.43-03		HAPRENT-2-25	16,440.00
	LINCOLN CREST APARTMENTS	226-7605-563.43-08		HAPRENT-2-25	259.00
38602 - Summary					16,699.00
38603	LOGIC PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-2-25	688.00
38603 - Summary					688.00
38604	LUCEY, GREGORY	223-7602-563.43-03		HAPRENT-2-25	643.00
38604 - Summary					643.00
38605	LUTZ LAND MANAGEMENT	223-7602-563.43-03		HAPRENT-2-25	900.00
38605 - Summary					900.00
38606	MAHNKE, JACK	223-7602-563.43-03		HAPRENT-2-25	1,636.00
38606 - Summary					1,636.00
38607	MAIER, NATE	223-7602-563.43-03		HAPRENT-2-25	835.00
38607 - Summary					835.00
38608	MARGARITA VILLA, LLC	226-7605-563.43-08		HAPRENT-2-25	670.00
38608 - Summary					670.00
38609	MAYER, JOSEPH	226-7605-563.43-08		HAPRENT-2-25	779.00
38609 - Summary					779.00
38610	METRO RENTAL MGMT	226-7605-563.43-08		HAPRENT-2-25	1,578.00
38610 - Summary					1,578.00
38611	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-2-25	27,224.00
	METROPOLITAN ASSOCIATES	226-7605-563.43-08		HAPRENT-2-25	2,836.00
38611 - Summary					30,060.00
38612	MIAO, XIANGDONG	223-7602-563.43-03		HAPRENT-2-25	1,261.00
38612 - Summary					1,261.00
38613	MILW CO HOUSING DIVISION	222-7601-563.30-04		AFRENT-2-25	191.97
	MILW CO HOUSING DIVISION	223-7602-563.43-05		HAPRENT-2-25	1,905.00
38613 - Summary					2,096.97
38614	MILWAUKEE INVESTMENTS II, LLC	223-7602-563.43-03		HAPRENT-2-25	1,306.00
38614 - Summary					1,306.00
38615	MLL PROPERTIES #2	223-7602-563.43-03		HAPRENT-2-25	1,079.00
38615 - Summary					1,079.00
38616	MONTY, TROY	223-7602-563.43-03		HAPRENT-2-25	1,400.00
38616 - Summary					1,400.00
38617	MORRISON, TOM	223-7602-563.43-03		HAPRENT-2-25	2,963.00
	MORRISON, TOM	226-7605-563.43-08		HAPRENT-2-25	1,341.00
38617 - Summary					4,304.00
38618	MUTHUPANDIYAN, BALRAJ	223-7602-563.43-03		HAPRENT-2-25	667.00
38618 - Summary					667.00
38619	MY PLACE RENTALS, LLC	223-7602-563.43-03		HAPRENT-2-25	493.00
38619 - Summary					493.00
38620	NASH, BRYAN	223-7602-563.43-03		HAPRENT-2-25	594.00
38620 - Summary					594.00
38621	NATIONAL AVE LOFTS LLC	226-7605-563.43-08		HAPRENT-2-25	66.00
38621 - Summary					66.00
38622	ORANGE COUNTY HOUSING AUTHORITY	222-7601-563.30-04		AFRENT-2-25	103.52
	ORANGE COUNTY HOUSING AUTHORITY	223-7602-563.43-05		HAPRENT-2-25	5,588.00
38622 - Summary					5,691.52
38623	ORTH, JOSEPH OR LONI	223-7602-563.43-03		HAPRENT-2-25	145.00
38623 - Summary					145.00
38624	OSCEOLA COUNTY BOARD OF	222-7601-563.30-04		AFRENT-2-25	51.76
	OSCEOLA COUNTY BOARD OF	223-7602-563.43-05		HAPRENT-2-25	1,318.00

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38624 - Summary					1,369.76
38625	OTT, DONALD	223-7602-563.43-03		HAPRENT-2-25	555.00
38625 - Summary					555.00
38626	PASSAVANT HARMONY HOUSING, LLC	226-7605-563.43-08		HAPRENT-2-25	606.00
38626 - Summary					606.00
38627	PERKINS, CHARLES	226-7605-563.43-08		HAPRENT-2-25	197.00
38627 - Summary					197.00
38628	PIERCE, CHAD	223-7602-563.43-03		HAPRENT-2-25	226.00
38628 - Summary					226.00
38629	PLENNES, TIMOTHY	223-7602-563.43-03		HAPRENT-2-25	956.00
38629 - Summary					956.00
38630	PORCH LIGHT PROPERTY MGMT	226-7605-563.43-08		HAPRENT-2-25	306.00
38630 - Summary					306.00
38631	RANGER INVESTMENTS LLC	223-7602-563.43-03		HAPRENT-2-25	1,126.00
38631 - Summary					1,126.00
38632	REIS PROPERTY MANAGEMENT	223-7602-563.43-03		HAPRENT-2-25	1,539.00
38632 - Summary					1,539.00
38633	REVIVING HOMES, LLC	223-7602-563.43-03		HAPRENT-2-25	762.00
38633 - Summary					762.00
38634	RICH FIELD PROPERTY	223-7602-563.43-03		HAPRENT-2-25	1,266.00
38634 - Summary					1,266.00
38635	RITTENHOUSE, KARYN	223-7602-563.43-03		HAPRENT-2-25	634.00
38635 - Summary					634.00
38636	RIVERSHIRE, LLC	223-7602-563.43-03		HAPRENT-2-25	448.00
38636 - Summary					448.00
38637	ROBINSON, EDWARD (TED)	223-7602-563.43-03		HAPRENT-2-25	428.00
38637 - Summary					428.00
38638	RODIEZ, TIM	226-7605-563.43-08		HAPRENT-2-25	662.00
38638 - Summary					662.00
38639	ROTAB LLC	223-7602-563.43-03		HAPRENT-2-25	2,459.00
38639 - Summary					2,459.00
38640	ROZMAN, GLORIA	223-7602-563.43-03		HAPRENT-2-25	549.00
38640 - Summary					549.00
38641	RUPENA, MATTHEW	226-7605-563.43-08		HAPRENT-2-25	2,571.00
38641 - Summary					2,571.00
38642	S. 13TH STREET LLC	226-7605-563.43-08		HAPRENT-2-25	233.00
38642 - Summary					233.00
38643	SANDOVAL, DANIEL	223-7602-563.43-03		HAPRENT-2-25	232.00
38643 - Summary					232.00
38644	SC RESIDENCE, LLC	226-7605-563.43-08		HAPRENT-2-25	1,506.00
38644 - Summary					1,506.00
38645	SCHELL, EVAN	226-7605-563.43-08		HAPRENT-2-25	700.00
38645 - Summary					700.00
38646	SCHMID, THERESA SCHLUETER	223-7602-563.43-03		HAPRENT-2-25	617.00
38646 - Summary					617.00
38647	SCHUELE, RONALD	223-7602-563.43-03		HAPRENT-2-25	1,400.00
38647 - Summary					1,400.00
38648	SHERMAN PARK TENANT, LLC	226-7605-563.43-08		HAPRENT-2-25	1,354.00
38648 - Summary					1,354.00
38649	SHOE FACTORY LOFTS - MILWAUKEE LLC	226-7605-563.43-08		HAPRENT-2-25	195.00
38649 - Summary					195.00
38650	SMART ASSET REALTY	223-7602-563.43-03		HAPRENT-2-25	5,495.00
	SMART ASSET REALTY	226-7605-563.43-08		HAPRENT-2-25	652.00
38650 - Summary					6,147.00
38651	SMART LIVING, LLC	223-7602-563.43-03		HAPRENT-2-25	941.55
38651 - Summary					941.55

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Check#	Vendor	GL Account	Proj No	Description	Amount
38652	SORMRUDE, JULIAN	223-7602-563.43-03		HAPRENT-2-25	509.00
38652 - Summary					509.00
38653	SOUTHEAST WISCONSIN PROP MGMT	223-7602-563.43-03		HAPRENT-2-25	1,311.00
	SOUTHEAST WISCONSIN PROP MGMT	226-7605-563.43-08		HAPRENT-2-25	444.00
38653 - Summary					1,755.00
38654	STAMOS, JANA	223-7602-563.43-03		HAPRENT-2-25	1,106.00
38654 - Summary					1,106.00
38655	STEFANIAK, PETER	223-7602-563.43-03		HAPRENT-2-25	312.00
38655 - Summary					312.00
38656	STEFANOVICH, SUSAN	223-7602-563.43-03		HAPRENT-2-25	570.00
38656 - Summary					570.00
38657	STRYEWA, LLC	223-7602-563.43-03		HAPRENT-2-25	426.00
38657 - Summary					426.00
38658	STUCKERT, KRISTIE	223-7602-563.43-03		HAPRENT-2-25	900.00
38658 - Summary					900.00
38659	S2 REAL ESTATE GROUP 2 LLC	223-7602-563.43-03		HAPRENT-2-25	1,140.00
38659 - Summary					1,140.00
38660	TARANTINO, VINCENZO	223-7602-563.43-03		HAPRENT-2-25	1,275.00
38660 - Summary					1,275.00
38661	THE BERKSHIRE-WEST ALLIS	223-7602-563.43-03		HAPRENT-2-25	12,796.00
	THE BERKSHIRE-WEST ALLIS	226-7605-563.43-08		HAPRENT-2-25	6,148.00
38661 - Summary					18,944.00
38662	TJH ENTERPRISES, LLC	223-7602-563.43-03		HAPRENT-2-25	286.00
38662 - Summary					286.00
38663	TSYPKIN, MOYSEY	223-7602-563.43-03		HAPRENT-2-25	560.00
38663 - Summary					560.00
38664	URBAN, JEFFERY	223-7602-563.43-03		HAPRENT-2-25	515.00
38664 - Summary					515.00
38665	VIEYRA, MICHAEL	223-7602-563.43-03		HAPRENT-2-25	614.00
38665 - Summary					614.00
38666	VITAIRA RENTAL GROUP LLC	223-7602-563.43-03		HAPRENT-2-25	1,636.00
38666 - Summary					1,636.00
38667	VP INVESTORS LLC	223-7602-563.43-03		HAPRENT-2-25	748.00
38667 - Summary					748.00
38668	WALNUT GLEN APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-2-25	292.00
38668 - Summary					292.00
38669	WE ENERGIES	223-7602-563.43-04		URRENT-2-25	1,970.00
	WE ENERGIES	226-7605-563.43-04		URRENT-2-25	781.00
38669 - Summary					2,751.00
38670	WE LIVE WI LLC	223-7602-563.43-03		HAPRENT-2-25	833.00
38670 - Summary					833.00
38671	WELFORD SANDERS LOFTS	226-7605-563.43-08		HAPRENT-2-25	1,246.00
38671 - Summary					1,246.00
38672	WELLSTON APARTMENTS	226-7605-563.43-08		HAPRENT-2-25	849.00
38672 - Summary					849.00
38673	WELSH, RICHARD	223-7602-563.43-03		HAPRENT-2-25	424.00
38673 - Summary					424.00
38674	WENKER, GARY	223-7602-563.43-03		HAPRENT-2-25	384.00
38674 - Summary					384.00
38675	WESLEY SCOTT ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-2-25	632.00
38675 - Summary					632.00
38676	WIESNER, BENJAMIN	223-7602-563.43-03		HAPRENT-2-25	289.00
38676 - Summary					289.00
38677	WIESNER, JOHN	223-7602-563.43-03		HAPRENT-2-25	1,134.00
38677 - Summary					1,134.00
38678	WILLIAMSTOWN BAY-CUDAHY LLC	226-7605-563.43-08		HAPRENT-2-25	604.00
38678 - Summary					604.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
38679	WOOD PROPERTY MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-2-25	767.00
38679 - Summary					767.00
38680	ZAGRODNIK, ROBERT AND DOROTHY	223-7602-563.43-03		HAPRENT-2-25	694.00
38680 - Summary					694.00
38681	ZASTROW, DANIEL	223-7602-563.43-03		HAPRENT-2-25	99.00
38681 - Summary					99.00
38682	ZAWAHIR, BILLIE JO	223-7602-563.43-03		HAPRENT-2-25	556.00
38682 - Summary					556.00
38683	ZOCCOLI, MARCO	223-7602-563.43-03		HAPRENT-2-25	7,914.00
	ZOCCOLI, MARCO	226-7605-563.43-08		HAPRENT-2-25	4,509.00
38683 - Summary					12,423.00
38684	ZORIC, LUKA	223-7602-563.43-03		HAPRENT-2-25	594.00
38684 - Summary					594.00
38685	1422, LLC	223-7602-563.43-03		HAPRENT-2-25	1,832.00
38685 - Summary					1,832.00
38686	15 LLC	223-7602-563.43-03		HAPRENT-2-25	1,208.00
	15 LLC	226-7605-563.43-08		HAPRENT-2-25	611.00
38686 - Summary					1,819.00
38687	2453 N. 17TH ST., LLC	223-7602-563.43-03		HAPRENT-2-25	3,026.00
38687 - Summary					3,026.00
38688	3317-19 WOLLMER LLC	223-7602-563.43-03		HAPRENT-2-25	1,360.00
38688 - Summary					1,360.00
38689	6100 BURNHAM LLC	223-7602-563.43-03		HAPRENT-2-25	767.00
38689 - Summary					767.00
38690	700 LOFTS MILWAUKEE, LLC	226-7605-563.43-08		HAPRENT-2-25	446.00
38690 - Summary					446.00
02/03/2025 - Summary					329,448.43

Payment Date: 02/07/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
38692	AB DATA	501-2901-537.51-01		WATER UTILITY STATEMENTS	338.40
	AB DATA	510-3803-536.51-01		WATER UTILITY STATEMENTS	338.40
	AB DATA	540-1807-538.51-01		WATER UTILITY STATEMENTS	338.40
	AB DATA	550-4233-535.51-01		WATER UTILITY STATEMENTS	338.39
38692 - Summary					1,353.59
38693	AHLM, ROBERT	100-3101-565.14-10		TID 7 Loan Mileage	2.68
	AHLM, ROBERT	100-3101-565.14-10		TID 11 Loan Mileage	2.01
	AHLM, ROBERT	220-7521-563.56-01	C24101	CDBG Prevailing Wage Mlg	15.41
	AHLM, ROBERT	220-7521-563.56-01	C24101	Com. Facade Mileage	10.05
	AHLM, ROBERT	222-7601-563.56-01		Section 8 Mileage	38.19
	AHLM, ROBERT	224-7701-563.56-01		HOME Rehab Mileage	5.36
38693 - Summary					73.70
38694	ALBRECHT, SCOTT	255-8101-521.56-03	I24534	Air to San Diego	933.37
38694 - Summary					933.37
38695	ARING EQUIPMENT COMPANY INC	100-4401-533.53-02		TAIL LAMP	48.86
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		LOCK	40.67
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		HINGE BUSHING , LATCH	175.09
38695 - Summary					264.62
38696	BOBCAT PLUS INC	100-4501-533.53-02		Latch	19.02
38696 - Summary					19.02
38697	BRANDT, SUSAN	222-7601-563.56-01		2024 mileage	53.60
38697 - Summary					53.60
38698	CAYO, JAMES	100-4118-531.58-01		cayo cdl reimbursement	70.00
38698 - Summary					70.00
38699	CIVICPLUS	100-1501-517.32-01		CivicPlus Clerks Code Due	5,885.00
	CIVICPLUS	242-9601-542.30-04	SW2514	2025	13,886.31
38699 - Summary					19,771.31
38700	COREY OIL LTD	100-2201-522.53-01		DIESEL EXHAUST FUEL	208.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
38700 - Summary					208.50
38701	DC ELLINGTON COMPANY	100-2201-522.54-02		PFC PLAQUE/SCHAAK	20.00
	DC ELLINGTON COMPANY	100-2201-522.54-02		OCCUPANCY LOAD SIGN	23.50
38701 - Summary					43.50
38702	DIGGERS HOTLINE	100-4101-533.30-04		2025 PREPAYMENT	1,981.86
	DIGGERS HOTLINE	100-4118-531.30-04		2025 PREPAYMENT	1,981.86
	DIGGERS HOTLINE	100-4301-533.30-04		2025 PREPAYMENT	1,981.86
	DIGGERS HOTLINE	501-2708-537.53-02		2025 PREPAYMENT	1,981.86
	DIGGERS HOTLINE	540-1801-538.30-04		2025 PREPAYMENT	1,981.86
38702 - Summary					9,909.30
38703	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	19,775.31
38703 - Summary					19,775.31
38704	FUEL SYSTEMS INC	100-2201-522.44-03		FUEL FILTER #4212	40.63
	FUEL SYSTEMS INC	100-4401-533.53-02		CABIN AIR FILTER	59.42
	FUEL SYSTEMS INC	100-4401-533.53-02		FUEL FILTER	27.43
	FUEL SYSTEMS INC	100-4401-533.53-02		AIR FILTER	45.64
38704 - Summary					173.12
38705	GRAINGER	100-4101-533.44-08		ICE MACHINE SANITZR; CLNR	150.47
	GRAINGER	100-4218-531.53-02		STREETS- SALT DOME TARP	363.61
	GRAINGER	100-4401-533.53-02		SAFETY GLASSES, U HOOK,	102.07
	GRAINGER	100-4401-533.53-02		glass cleaner, paint mark	124.90
	GRAINGER	100-4401-533.53-02		Gate valve	72.45
	GRAINGER	100-4401-533.53-02		STEP CONE DRILL BIT	100.56
	GRAINGER	100-4501-533.53-02		Strainer	26.81
38705 - Summary					940.87
38706	GREAT LAKES SALT COMPANY	100-4218-531.53-02		WS1 Brine	5,212.62
38706 - Summary					5,212.62
38707	HOFFMAN, JAMES	255-8101-521.56-03	I24538	Mileage	379.22
38707 - Summary					379.22
38708	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		WHEEL SOCKET #4422	38.98
	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		QR VALVE #4306	7.89
	HUMPHREY SERVICE PARTS INC	100-4401-533.53-02		Brake shoes / Triangle kt	173.97
38708 - Summary					220.84
38709	KACZMAREK, JASON	100-1401-515.56-02		WFOA Conference-Jason K.	155.25
38709 - Summary					155.25
38710	KOS, LEO	100-4601-533.56-02		Conference	379.50
38710 - Summary					379.50
38711	LANGE, HUNTER	100-1301-517.25-01		MBA-UW Milwaukee	1,500.00
38711 - Summary					1,500.00
38712	LINCOLN CONTRACTORS SUPPLY INC	100-2201-522.44-02		SAW BLADE TOWER 62	178.99
	LINCOLN CONTRACTORS SUPPLY INC	100-2201-522.44-02		SAW BLADE REPLACEMENTS	100.97
	LINCOLN CONTRACTORS SUPPLY INC	501-2710-537.53-02		SALES TAX ADJ/ INV R43416	(24.32)
	LINCOLN CONTRACTORS SUPPLY INC	501-2710-537.53-02		RENT 4 DIESEL PUMP	307.89
38712 - Summary					563.53
38713	MENARDS - WEST ALLIS	100-2201-522.44-02		SAW BLADE REPLACEMENTS	28.88
	MENARDS - WEST ALLIS	100-4118-531.53-02		3 new H.dept. monitors	182.27
	MENARDS - WEST ALLIS	501-2707-537.53-02		4X4 COUPLER AGRI X PL	29.98
38713 - Summary					241.13
38714	MINCKLER, SCOTT	100-1301-517.60-02		DPW Safety Shoe Reimb.	102.33
38714 - Summary					102.33
38715	NASSCO INC	100-4401-533.53-02		NEUTRAL CLEANER	227.12
38715 - Summary					227.12
38716	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I24534	Mats	180.08
38716 - Summary					180.08
38717	RAMBOLL ENVIRON US CORPORATION	235-7203-563.30-02	D23403	Billed thru November 2024	2,825.16
	RAMBOLL ENVIRON US CORPORATION	236-7204-563.30-06	D22403	Thru December 2024	1,815.28
	RAMBOLL ENVIRON US CORPORATION	354-6052-533.31-02	NEWDPW	Waste Transfer Station	1,392.52
38717 - Summary					6,032.96
38718	RILEY, JAMES	100-4218-531.58-01		Riley cdl reimbursement	56.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
38718 - Summary					56.00
38719	RITTENHOUSE, KARYN	100-1301-517.60-02		DPW Safety Shoe Reimb.	150.00
38719 - Summary					150.00
38720	RULAND, RAYMOND	100-1301-517.60-02		DPW Safety Shoe Reimb.	150.00
38720 - Summary					150.00
38721	SANFILIPPO, JAMES	255-8101-521.51-09	I24534	Folders	22.11
38721 - Summary					22.11
38722	SAVAGE SOLUTIONS, LLC	201-5101-517.30-04		Tourism Campaign	19,580.00
38722 - Summary					19,580.00
38723	SCHAAK, JASON	256-8360-522.56-02	FC1560	LODGING	637.19
	SCHAAK, JASON	256-8360-522.56-02	FC1560	AIRFARE	494.97
	SCHAAK, JASON	256-8360-522.56-02	FC1560	MEAL	229.00
38723 - Summary					1,361.16
38724	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S23 fiber mix bulk	1,740.00
	SHERWIN INDUSTRIES INC	100-4501-533.53-02		BURNER NOZZLES, COIL,BLOW	1,253.19
	SHERWIN INDUSTRIES INC	501-2707-537.53-08		S23 fiber mix bulk	4,845.90
	SHERWIN INDUSTRIES INC	540-1801-538.53-02		S23 fiber mix bulk	767.34
38724 - Summary					8,606.43
38725	SHOGREN, RYAN	255-8101-521.56-03	I24534	Mileage	609.03
38725 - Summary					609.03
38726	SINGH, SUZANNE	100-2301-523.51-02		Com Conv & Engage Wrkshop	85.25
38726 - Summary					85.25
38727	SOLOMON, STEPHEN	100-4601-533.14-10		January Mileage	172.20
38727 - Summary					172.20
38728	STARK, TAYLOR	100-1301-517.25-01		RIT Under Fire	1,000.00
38728 - Summary					1,000.00
38729	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2428W	2024 Sidewalk Project	17,953.30
38729 - Summary					17,953.30
38730	STEALTH PARTNER GROUP, LLC	602-9101-517.21-60		Feb Stop Loss premium	97,273.08
38730 - Summary					97,273.08
38731	SUPERION, LLC	100-1401-515.32-01		Naviline Inv-9 Feb 2025	13,541.60
38731 - Summary					13,541.60
38732	WE ENERGIES	100-2110-521.41-04		1545 S 69 St Elec	518.93
	WE ENERGIES	100-2110-521.41-05		1545 S 69 St Gas	546.84
	WE ENERGIES	100-2201-522.41-04		ST 62/ELECTRIC BILLING	2,090.30
	WE ENERGIES	100-4101-533.41-04		2651 S 72 St Elec	124.03
	WE ENERGIES	100-4101-533.41-04		1718 S 84 St Elec	269.75
	WE ENERGIES	100-4101-533.41-04		1647 S 76 St Elec	22.10
	WE ENERGIES	100-4101-533.41-04		9651 W Lapham St Elec	28.10
	WE ENERGIES	100-4101-533.41-04		8405 W National Ave Elec	127.56
	WE ENERGIES	100-4101-533.41-04		1631 S 96 St. Elec	57.59
	WE ENERGIES	100-4101-533.41-04		1000 S 72 St Elec	111.45
	WE ENERGIES	100-4101-533.41-04		Group bill Elec	7,992.79
	WE ENERGIES	100-4101-533.41-04		8435 W National Elec	58.68
	WE ENERGIES	100-4101-533.41-05		7525 W Greenfield Ave Gas	3,959.91
	WE ENERGIES	100-4101-533.41-05		8435 W National Gas	176.06
	WE ENERGIES	100-4101-533.41-05		1000 S 72 St Gas	299.62
	WE ENERGIES	100-4101-533.41-05		8405 W National Gas	927.63
	WE ENERGIES	100-4118-531.41-04		1113 S 92 St Elec	496.56
	WE ENERGIES	100-4118-531.41-04		1425 S 71 St Elec	25.54
	WE ENERGIES	100-4118-531.41-04		Group electric bill	3,383.48
	WE ENERGIES	100-4118-531.41-04		11601 W Lincoln AveElec	697.86
	WE ENERGIES	100-4118-531.41-04		720 S 92 St Elec	132.73
	WE ENERGIES	100-4118-531.41-04		702 S 104 St Elec	546.36
	WE ENERGIES	100-4118-531.41-04		75th and Greenfield elec	407.22
	WE ENERGIES	100-4118-531.41-04		11601 W Lincoln Ave Elec	337.04
	WE ENERGIES	100-4118-531.41-04		1426 S 74 St Elec	20.22
	WE ENERGIES	100-4118-531.41-04		76th and National	237.79
WE ENERGIES	100-4118-531.41-04		2307 S 92 St Elec	126.67	
WE ENERGIES	100-4118-531.41-04		1490 S 85 St Elec	178.06	
WE ENERGIES	100-4118-531.41-04		1422 S 73 St Elec	69.88	

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Check#	Vendor	GL Account	Proj No	Description	Amount
38732	WE ENERGIES	100-4118-531.41-04		9621 W Lapham St Elec	449.61
	WE ENERGIES	100-4118-531.41-04		6991 W Orchard St Elec	33.27
	WE ENERGIES	100-4118-531.41-04		57th and Mineral Elec	309.49
	WE ENERGIES	100-4118-531.41-04		6133 W Mitchell St Elec	200.86
	WE ENERGIES	100-4201-535.41-04		3601 S 116 St Elec	121.21
	WE ENERGIES	258-3102-565.41-04		6426 W Greenfield Ave	59.64
	WE ENERGIES	501-2601-537.41-04		1725 S 96 St Elec	165.98
	WE ENERGIES	501-2601-537.41-04		2009 S 84 St Elec	200.53
	WE ENERGIES	501-2601-537.41-05		1725 S 96 St Gas	755.33
	WE ENERGIES	540-1801-538.41-04		2179 S 111 St Elec	289.64
	WE ENERGIES	540-1801-538.41-05		2179 S 111 St Gas	18.84
38732 - Summary					26,575.15
38733	WEBSTER, MICHAEL	255-8101-521.56-03	I24538	Mileage	40.20
38733 - Summary					40.20
197178	CITY OF WEST ALLIS	501-0000-229.05-00		MANUAL CHECK	3,269.51
197178 - Summary					3,269.51
197179	XS MANAGEMENT	501-0000-229.05-00		MANUAL CHECK	289.22
197179 - Summary					289.22
197180	A.W. OAKS & SONS, INC	540-1807-538.75-01	P2429R	Storm Catch Basins	134,404.30
197180 - Summary					134,404.30
197181	ACCURATE RECHARGE &	100-2201-522.30-04		FIRE EXTINGUISHER SERVICE	36.90
197181 - Summary					36.90
197182	ADAGIO SOUND HEALING STUDIO	100-3506-555.30-04		LIBRARY PROGRAM 4/9/25	100.00
197182 - Summary					100.00
197183	AECOM TECHNICAL SERVICES INC	540-1807-538.30-02		Storm Water	5,251.83
197183 - Summary					5,251.83
197184	AIR ONE EQUIPMENT INC	100-2201-522.53-27		PARATECH CONTROL KIT CASE	3,411.00
197184 - Summary					3,411.00
197185	AIRGAS USA LLC	100-2110-521.51-08		mech supplies	34.72
197185 - Summary					34.72
197186	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 8215	1,110.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 6903	1,245.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 6333	920.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 7013	2,545.00
197186 - Summary					5,820.00
197187	AT&T	100-1101-517.41-06		AT&T Centrex	35.28
	AT&T	100-1101-517.41-06		AT&T = Centrex	34.26
197187 - Summary					69.54
197188	AURORA MEDICAL GROUP	100-2101-521.30-04		blood draws	750.00
197188 - Summary					750.00
197189	BAXTER & WOODMAN	501-2901-537.30-02		Req Fire Flow Hydraul	270.00
197189 - Summary					270.00
197190	BAYCOM	100-2101-521.44-04		repair dispatch equip	290.00
197190 - Summary					290.00
197191	BIASEW	100-2401-524.57-01		2025 BIASEW Memberships	290.00
197191 - Summary					290.00
197192	BOARDMAN & CLARK, LLP	501-0000-229.17-01		RE: MD7 LETTER 12/23/24	112.50
	BOARDMAN & CLARK, LLP	501-0000-449.09-00			(112.50)
	BOARDMAN & CLARK, LLP	501-2901-537.30-02			112.50
197192 - Summary					112.50
197193	BOND TRUST SERVICES CORPORATION	316-6606-563.80-04		Paying Agent Fee-2021A	400.00
197193 - Summary					400.00
197194	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	187.93
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLES/ST 62	499.33
197194 - Summary					687.26
197195	BPI COLOR	100-4601-533.51-02		Plotter Printhead	288.50
	BPI COLOR	100-8201-517.51-02		Plotter Printhead	288.50
197195 - Summary					577.00
197196	BRAKE AND EQUIPMENT	100-4401-533.53-02		TARP SPRINGS,ELBOW	580.35

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Check#	Vendor	GL Account	Proj No	Description	Amount
197196	BRAKE AND EQUIPMENT	100-4501-533.53-02		Drain cord	42.96
	BRAKE AND EQUIPMENT	100-4501-533.53-02		TRAILER HITCH	167.49
197196 - Summary					790.80
197197	BUREAU OF CORRECTIONAL ENTERPRISES	255-8101-521.51-09	I24534	Signage	98.97
197197 - Summary					98.97
197198	BUTTERS-FETTING CO INC	100-4101-533.44-08		Health-hvac-air dryer rep	1,484.68
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Senior Ctr-HVAC-no heat	878.52
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire#3-hvac boiler repair	3,734.42
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire1-boiler repair(2024)	2,612.34
	BUTTERS-FETTING CO INC	100-4101-533.44-08		DPW-W6-heaters out	1,980.27
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Health-hvac-no heat	981.27
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Sen Ctr-hvac-boiler repai	2,800.33
	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-Hvac-air handlers	1,794.42
	BUTTERS-FETTING CO INC	540-1801-538.44-08		Grant pump station-HVAC	3,317.19
197198 - Summary					19,583.44
197199	C W PURPERO INC	354-6052-533.30-06	NEWDPW	Soil remediation-main	32,635.52
197199 - Summary					32,635.52
197200	CARE-PLUS DENTAL PLANS INC	100-0000-202.18-02		Feb Care Plus premium	18,375.65
197200 - Summary					18,375.65
197201	CASPER'S TRUCK EQUIPMENT INC	100-4501-533.53-02		Hydraulic tank & filter	907.41
197201 - Summary					907.41
197202	CDW-G	100-1101-517.32-01		Annual Renewal	20,999.00
	CDW-G	255-8101-521.51-09	I23549	ET	176.79
	CDW-G	255-8101-521.51-09	I23549	Hard drives	1,755.06
	CDW-G	255-8101-521.51-09	I23549	iPad Mini	568.15
	CDW-G	255-8101-521.51-09	I23549	Regular budget	1,984.86
	CDW-G	255-8101-521.51-09	I23549	Storage	46.44
197202 - Summary					25,530.30
197203	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #86471921	84.77
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #86472703	26.39
197203 - Summary					111.16
197204	CENTER POINT LARGE PRINT	100-3502-555.52-27		INVOICE #2140649	47.94
197204 - Summary					47.94
197205	CHARTER COMMUNICATIONS	255-8101-521.30-04	I23549	Internet	199.97
197205 - Summary					199.97
197206	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum Internet	1,367.48
197206 - Summary					1,367.48
197207	CINTAS FIRE PROTECTION	100-4101-533.32-04		DPW-extinguishers 2025	1,532.56
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Hist Soc-2025 ext&lightng	290.76
	CINTAS FIRE PROTECTION	100-4101-533.32-04		LH-2025 annual extinguish	21.96
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Library-2025 ext inspect	344.20
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Health-annual alarm 2025	593.24
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Hist Soc-2025 alarm	574.39
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Library-2025 alarm	1,020.59
	CINTAS FIRE PROTECTION	316-6606-563.31-02	T16010	McKinley-alarm 2025	687.39
	CINTAS FIRE PROTECTION	501-2706-537.53-02		Water Resv-2025 alarm	554.10
197207 - Summary					5,619.19
197208	CITY OF GREENFIELD	997-9701-541.51-01		Greenfield Postage Charge	222.13
197208 - Summary					222.13
197209	CITY OF WAUWATOSA	100-2201-522.43-01		TOSA TOWER USER FEE	3,120.00
197209 - Summary					3,120.00
197210	CITY SCREEN PRINT & EMBROIDERY	100-2201-522.60-01		(6) WORK COATS	368.00
	CITY SCREEN PRINT & EMBROIDERY	501-2901-537.51-09		Safety Yellow Tees	1,033.00
197210 - Summary					1,401.00
197211	CORE AND MAIN	100-4401-533.53-02		Coupling	265.20
	CORE AND MAIN	100-4401-533.53-02		FERNCOS	880.00
	CORE AND MAIN	501-2901-537.53-02		Megalugs	253.59
	CORE AND MAIN	501-2901-537.53-02		REPAIR CLAMP, PVC PIPE	876.87
	CORE AND MAIN	501-2901-537.53-02		Repair clamps	3,487.70
	CORE AND MAIN	501-2901-537.53-02		Leak clamp	619.95

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197211	CORE AND MAIN	501-2901-537.53-02		Copper tubing	432.00
197211 - Summary					6,815.31
197212	CUMMINS SALES AND SERVICE	100-2201-522.44-03		TURBO SPEED SENSOR #4211	349.27
197212 - Summary					349.27
197213	CURSOR CONTROL INC	220-7533-563.52-03	C25301	CDM Maintenance	732.50
	CURSOR CONTROL INC	224-7701-563.52-03		CDM Maintenance	732.50
197213 - Summary					1,465.00
197214	Debbie Dausel	207-0601-544.64-05	SC0008	Fiber arts supplies	26.52
197214 - Summary					26.52
197215	DASH MEDICAL GLOVES INC	100-2201-522.53-41		(8) CS EXAM GLOVES	607.20
197215 - Summary					607.20
197216	DEFENSE EDGE TRAINING	100-2107-521.57-02		trng course Hayner	550.00
197216 - Summary					550.00
197217	DEFI TRAINING, LLC	255-8101-521.30-04	I23548	Cell phone training	1,500.00
197217 - Summary					1,500.00
197218	DIAMOND BUSINESS GRAPHICS	100-2101-521.55-02		parking tickets	2,739.91
197218 - Summary					2,739.91
197219	DON'S AUTO BODY	100-2110-521.44-03		repair sqd 32	938.00
	DON'S AUTO BODY	100-2110-521.44-03		repair sqd 17	2,113.07
197219 - Summary					3,051.07
197220	EGOLDFAX	100-1101-517.30-13		egoldfax - Jan	128.18
197220 - Summary					128.18
197221	EIASEW	100-2401-524.57-01		2025 EIASEW Memberships	160.00
197221 - Summary					160.00
197222	EJ EQUIPMENT INC	100-4501-533.53-02		LOCK COLLAR	121.47
197222 - Summary					121.47
197223	ELITE HOOD CLEANING LLC	100-2201-522.44-05		EXHAUST HOOD FILTERS	274.42
197223 - Summary					274.42
197224	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		misc custodian hardware	3.58
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-03		FITTING ADAPTER #4211	4.84
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-08		ST 62 BATH/SHOWER AREA	190.66
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-02		ST 63/PAINT MARKERS	10.78
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-06		SOAP REFILLS	199.77
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		invoice paid twice A60313	(41.38)
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		MALE ELECTRICAL PLUGS	34.18
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		HARDWARE/EPOXY	53.05
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		ONE PALLET/OIL ZORB	959.85
	ELLIOTT'S ACE HARDWARE	100-4118-531.53-02		pd sub exterior lts	31.48
197224 - Summary					1,446.81
197225	ENERGENECS INC	501-2901-537.30-04		CYBERSECURITY ASSESSMENT	761.25
197225 - Summary					761.25
197226	EWALD CHRYSLER JEEP DODGE LLC	100-4501-533.53-02		SPOILER TRIM	50.22
197226 - Summary					50.22
197227	First United Methodist Church West	100-0000-229.04-00		CB Refund 3-28-2001	1,000.00
197227 - Summary					1,000.00
197228	FABICK	100-2201-522.44-03		OIL CAP #4207	19.90
	FABICK	100-4301-533.53-02		Rental Credit	(55.00)
	FABICK	100-4501-533.52-01		CAT SIS Annual Renewal	1,500.00
	FABICK	100-4501-533.53-02		Hyd. Hose Coupling	351.00
	FABICK	100-4501-533.53-02		Hose Couplings	80.46
	FABICK	100-4501-533.53-02		New Hyd. Hose Assy.	156.50
	FABICK	100-4501-533.53-02		Hydraulic Hose Assemblies	928.74
	FABICK	100-4501-533.53-02		Hyd. Hose & Coupling	301.08
	FABICK	100-4501-533.53-02		Hydraulic Hoses	286.29
	FABICK	540-1801-538.53-02		Rental Credit	(55.00)
197228 - Summary					3,513.97
197229	FASTENAL COMPANY	100-4401-533.53-02		Plugs	10.44
	FASTENAL COMPANY	100-4401-533.53-02		CABLE TIES	83.25
	FASTENAL COMPANY	100-4401-533.53-02		Welding wire	249.00

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197229	FASTENAL COMPANY	100-4401-533.53-02		BUTT CONNECTORS, CABLE TI	256.59
	FASTENAL COMPANY	100-4401-533.53-02		BUTT CONNECTORS	100.04
	FASTENAL COMPANY	100-4401-533.53-02		BOLTS	64.32
197229 - Summary					763.64
197230	FEDEX	255-8101-521.30-04	I24534	Shipping	30.59
197230 - Summary					30.59
197231	FERGUSON WATERWORKS #1476	100-4501-533.53-02		PVC pipe	50.13
	FERGUSON WATERWORKS #1476	501-2901-537.53-02		Repair clamps	764.00
197231 - Summary					814.13
197232	FORCE AMERICA INC	100-4501-533.53-02		New PTO Pump	3,368.02
	FORCE AMERICA INC	100-4501-533.53-02		SUCTION STRAINER	52.65
	FORCE AMERICA INC	100-4501-533.53-02		PTO & Extension Shaft	6,806.09
197232 - Summary					10,226.76
197233	FRANTZ CO INC	100-4401-533.53-02		OIL DRY	635.34
197233 - Summary					635.34
197234	FRIENDS OF WEST ALLIS PUBLIC LIBRAR	100-0000-469.01-00		FRIENDS SALES SEP-DEC 24	857.41
197234 - Summary					857.41
197235	GEAR WASH LLC	100-2201-522.60-01		PPE CLEANING/REPAIRS	894.00
	GEAR WASH LLC	100-2201-522.60-01		STARK/GEAR REPAIR/CLEAN	899.25
197235 - Summary					1,793.25
197236	GENERAL COMMUNICATIONS	100-2101-521.70-02		sqd 28 set up	4,000.00
	GENERAL COMMUNICATIONS	100-2101-521.70-02		sqd 27 new set up	4,000.00
197236 - Summary					8,000.00
197237	GENERAL FIRE EQUIP CO INC	100-2201-522.44-03		BATTERY CHARGER #4148	831.92
197237 - Summary					831.92
197238	GFL ENVIRONMENTAL	501-2710-537.53-02		Haz Soil removal - Ryder	7,501.20
197238 - Summary					7,501.20
197239	GOODYEAR COMMERCIAL TIRE & SERVICE	100-2201-522.44-03		DRIVE TIRES #4212	2,439.48
	GOODYEAR COMMERCIAL TIRE & SERVICE	100-4401-533.53-02		RECAP TIRES	5,195.00
197239 - Summary					7,634.48
197240	GORDIE BOUCHER FORD	100-4401-533.53-02		Coolant	269.64
	GORDIE BOUCHER FORD	100-4401-533.53-02		Antifreeze	79.14
	GORDIE BOUCHER FORD	100-4401-533.53-02		Washer nozzles	29.38
	GORDIE BOUCHER FORD	100-4501-533.53-02		Coolant hoses & clip	149.55
	GORDIE BOUCHER FORD	100-4501-533.53-02		RADIATOR	627.11
	GORDIE BOUCHER FORD	100-4501-533.53-02		Filter	411.35
	GORDIE BOUCHER FORD	100-4501-533.53-02		O-ring	34.48
	GORDIE BOUCHER FORD	100-4501-533.53-02		Valve assembly	79.15
197240 - Summary					1,679.80
197241	GRAYBAR	100-4118-531.53-02		Fiber line pull boxes	15,368.55
	GRAYBAR	100-4401-533.53-02		WIRE REEL	100.58
197241 - Summary					15,469.13
197242	GREENFIELD POLICE DEPARTMENT	100-0000-229.11-10		greenfield pd bail	124.00
197242 - Summary					124.00
197243	Heritage Title Services	100-0000-115.10-00		Spec. Assess. 475-0053-00	292.63
197243 - Summary					292.63
197244	HEALTH JOY, LLC	602-9101-517.30-04		HealthJoy Sub Jan-Feb	9,535.04
197244 - Summary					9,535.04
197245	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		Pd light fix	67.95
	HEIN ELECTRIC SUPPLY COMPANY	501-2707-537.53-02		COND 4X10FT SCH 40 PVC	29.98
197245 - Summary					97.93
197246	HILLER FORD INC	100-2110-521.44-03		sqd 21 parts	303.48
	HILLER FORD INC	100-2110-521.44-03		sqd 68 parts	95.09
197246 - Summary					398.57
197247	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.30-04		LH srvc call equip setup	250.00
197247 - Summary					250.00
197248	HOTSY	100-4101-533.44-08		dpw pressure washer repair	822.95
197248 - Summary					822.95
197249	HYDRAULIC COMPONENT SERVICES	100-4401-533.53-02		RECONDITIONED MOTOR	4,508.98

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197249	HYDRAULIC COMPONENT SERVICES	100-4401-533.53-02		REBUILT PLOW CYLINDER	766.89
197249 - Summary					5,275.87
197250	IAED	100-2101-521.32-01		Lehn EMD Recertification	55.00
197250 - Summary					55.00
197251	IAEI	100-2401-524.57-01		DW 2025 IAEI Membership	120.00
197251 - Summary					120.00
197252	INDUSTRIAL SYSTEMS LTD	100-4401-533.53-02		CALCIUM CHLORIDE DELIVERY	3,204.39
197252 - Summary					3,204.39
197253	INFO USA MARKETING INC	100-3502-555.52-33		INVOICE #10004284991	670.00
197253 - Summary					670.00
197254	JX PETERBILT -WAUKESHA	100-2201-522.44-03		OIL CAP #4207	13.18
	JX PETERBILT -WAUKESHA	100-2201-522.44-03		ALT BELT/PULLEY #4207	123.55
	JX PETERBILT -WAUKESHA	100-2201-522.44-03		OIL CAP RETURN	(13.18)
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		DRAIN VALVE	47.60
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		FUEL FILTER	48.00
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		BRAKE CARTRIDGE	33.99
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Injector repair kit	57.36
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Switch	330.83
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Injector & tube	1,617.57
JX PETERBILT -WAUKESHA	100-4501-533.53-02		Seat hinge	435.52	
197254 - Summary					2,694.42
197255	KAESER COMPRESSORS	100-4501-533.30-04		DPW Bldg Air Comp. Repair	2,048.43
197255 - Summary					2,048.43
197256	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Lights / wire	542.43
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		TIE MOUNT	5.10
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Push button	14.17
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		CONNECTORS, PINS	38.90
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		Electrical connectors	234.75
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		Emergency light bars	738.00
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		Warning Light Mount Bar	293.20
	197256 - Summary				
197257	KETTLE HILLS GOLF COURSE, LTD	215-0801-521.64-05		2025 K9 GOLF OUTING DEP	1,500.00
197257 - Summary					1,500.00
197258	KL ENGINEERING	220-7522-563.30-02	C21405	Farmers Mkt Lighting	2,304.52
	KL ENGINEERING	354-6051-517.31-02	M2420M	Str Lgt conversion	26,168.63
	KL ENGINEERING	354-6051-517.31-02	M2420M	Str Ltg Const Overst	24,645.83
197258 - Summary					53,118.98
197259	KOSZALKA, MICHAEL	100-3506-555.51-09		DESIRAE LEMAY 1/13	44.29
	KOSZALKA, MICHAEL	100-3507-555.51-06		Lin Xayavong 1/14	10.58
197259 - Summary					54.87
197260	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		2 RADIATOR HOSE	59.04
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Filters	38.74
197260 - Summary					97.78
197261	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		FAN, MOUNTING CLIP	156.56
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		RETURN CREDIT	(418.41)
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		FAN SHROUD	512.71
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		BLOWER FAN	418.41
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		BLOWER MOTOR	409.25
197261 - Summary					1,078.52
197262	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2422S	Rogers: 84-76 Streets	232,208.90
	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2432S	Traffic Calming	32,109.62
	LALONDE CONTRACTORS INC	501-2901-537.75-01	P2422H	Rogers: 84-76 Water	119,548.65
	LALONDE CONTRACTORS INC	510-3803-536.75-01	P2422N	Rogers: 84-76 Sanitary	55,502.75
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2422R	Rogers: 84-76 Storm	67,976.47
197262 - Summary					507,346.39
197263	LANGE ENTERPRISES	100-4101-533.53-02		sign supplies, sign posts	4,001.03
197263 - Summary					4,001.03
197264	LEGACY RECYCLING	550-4233-535.41-09		december ecycle	1,415.00
197264 - Summary					1,415.00
197265	LEVEL UP CONSTRUCTION	220-7522-563.70-05	C23409	Liberty Heights Pavilion	144,400.00

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197265	Summary				144,400.00
197266	LEXISNEXIS	100-0303-516.52-01		424T5SMM9	4,020.00
197266	Summary				4,020.00
197267	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	905.19
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	285.00
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	715.19
197267	Summary				1,905.38
197268	LUBECORE CENTRAL STATES, INC	100-4501-533.44-03		1268 auto greaser	231.12
197268	Summary				231.12
197269	MACQUEEN EQUIPMENT	100-2201-522.53-27		MSA REPAIRS	725.00
	MACQUEEN EQUIPMENT	100-2201-522.53-27		MSA MAINTENANCE	283.00
197269	Summary				1,008.00
197270	MADACC	100-8802-517.58-02		Q1 Operating Costs	36,151.72
197270	Summary				36,151.72
197271	MCDONALD'S	100-2101-521.51-04		NOV/DEC PRISONER MEALS	123.19
197271	Summary				123.19
197272	MEDICAL COLLEGE OF WI	256-8360-522.30-04	FC2560	OCT-DEC MCW/COSSUP	11,983.37
197272	Summary				11,983.37
197273	MEGA LLC	100-2201-522.51-04		GATORADE/ST 62	89.30
197273	Summary				89.30
197274	MELOTT, SUSAN	100-3506-555.30-04		LIBRARY PROGRAM 5/14/25	50.00
197274	Summary				50.00
197275	MENARDS- WEST MILWAUKEE	100-2201-522.53-27		MISC FF OPS SUPPLIES	200.46
197275	Summary				200.46
197276	METRO MUNICIPAL CLERK'S ASSOC	100-1501-517.57-01		Slivka WMCA	30.00
197276	Summary				30.00
197277	MIDWEST TAPE	100-3502-555.52-22		INVOICE #506623751	274.94
	MIDWEST TAPE	100-3502-555.52-22		INVOICE #506670810	44.99
197277	Summary				319.93
197278	MILWAUKEE BUSINESS JOURNAL	100-3502-555.52-31		WEST ALLIS LIB RENEWAL	200.00
197278	Summary				200.00
197279	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		bail	950.00
197279	Summary				950.00
197280	MILWAUKEE COUNTY TREASURER	100-0000-451.01-00		Jan 2025 Court Fines	3,394.90
197280	Summary				3,394.90
197281	MILWAUKEE LIGHT BULB DELIVERY	100-4401-533.53-02		LIGHT BULBS	98.13
197281	Summary				98.13
197282	MISC-CITATION REFUNDS	100-0000-442.02-07		Refund	25.00
197282	Summary				25.00
197283	MRI SOFTWARE	222-7601-563.52-03		Callmax	4,048.98
197283	Summary				4,048.98
197284	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		HEADLIGHT #4418	19.49
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		BATTERY 4146	197.85
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		OIL FILTER #4422	14.78
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		HEAD LIGHT #4418	19.49
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		FUEL FILTER #4134	26.61
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		CAR BATTERY #4139	171.41
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		ALTERNATOR BELT #4211	77.79
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		COOLANT HOSE #4207	47.31
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		WIPER BLADES #4212	38.10
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		RADIATOR CAP #4212	8.51
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.53-01		DIESEL FUEL ADDITIVE	119.88
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.53-01		COOLANT #4134	16.98
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Permit holders	57.99
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		CONNECTORS, FITTINGS	109.05
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Misc. stock items	3,283.88
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Adapter / terminals	17.60
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		1.25 HYD HOSE	771.25
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HEADLIGHTS, ADAPTERS	46.45

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197284	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Misc. inventory items	819.30
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYD ADAPTERS, HEAT SHRINK	111.19
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HOSE CLAMP, HYD FITTINGS	102.20
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		PUSH BUTTON SWITCH	7.99
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		ADAPTERS	16.15
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC ADAPTERS	41.32
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		P/S pump	147.55
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Engine parts	174.97
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Hydraulic filter	45.81
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		AIR FILTER	18.55
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Shrink tube	14.28
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		lens	16.82
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Welding helmet	30.83
197284 - Summary					6,591.38
197285	NATIONAL ELEVATOR INSPECTION SERVIC	100-4101-533.30-04		Fire Admin-for PTO 2025	90.31
197285 - Summary					90.31
197286	NEW BERLIN REDI-MIX	501-2707-537.53-08		#1 slurry 50/50	1,680.00
	NEW BERLIN REDI-MIX	501-2707-537.53-08		9 bag #1 stone with air	4,650.00
	NEW BERLIN REDI-MIX	501-2707-537.53-08		#1 slurry 50/50 + WH	1,680.00
197286 - Summary					8,010.00
197287	OAKLEY, KRISTIN	100-3506-555.30-04		LIBRARY PROGRAM 5/21/25	50.00
197287 - Summary					50.00
197288	OSI ENVIRONMENTAL INC	550-4233-535.41-09		1 drum filters	45.00
197288 - Summary					45.00
197289	OUR WISCONSIN MAGAZINE	100-3502-555.52-31		ONE YEAR RENEWAL	24.98
197289 - Summary					24.98
197290	PAWN AMERICA	100-0000-442.03-01		OVERPAYMENT	300.00
197290 - Summary					300.00
197291	PAYNE AND DOLAN, INC	501-2707-537.53-02		3/8 chips	2,938.21
	PAYNE AND DOLAN, INC	501-2708-537.53-02		3/8 chips	2,938.18
197291 - Summary					5,876.39
197292	PIASEW	100-2401-524.57-01		2025 PIASEW Memberships	200.00
197292 - Summary					200.00
197293	PLYMOUTH LUBRICANTS	100-2110-521.53-02		squad fleet windshield fl	169.85
197293 - Summary					169.85
197294	POMP'S TIRE SERVICE INC	100-2201-522.44-03		TIRE REPAIR #4306	80.00
	POMP'S TIRE SERVICE INC	100-4401-533.53-02		Tires	584.00
197294 - Summary					664.00
197295	PRO ELECTRIC INC	354-6051-517.31-01	M2420M	Street Lighting Conversio	92,788.19
197295 - Summary					92,788.19
197296	R A SMITH NATIONAL INC	350-6008-531.30-02	P2449S	Downtown Parking Study	4,522.50
197296 - Summary					4,522.50
197297	R. S. PAINT & TOOLS LLC	100-4401-533.53-02		SLEDGE HAMMER, SHOVEL, PAIN	704.46
197297 - Summary					704.46
197298	Reinhart Law Trust	100-2501-515.62-01		2024 Tax Settlement	10,101.80
197298 - Summary					10,101.80
197299	Rogers Memorial Hospital	100-2501-515.62-01		2023 PILOT 484-9999-017	21,133.09
197299 - Summary					21,133.09
197300	REDACTED ESCAPE ROOMS LLC	220-7526-563.31-64	C23514	CDBG-ED Loan	24,728.00
197300 - Summary					24,728.00
197301	REHORST, JASON	100-3506-555.30-04		LIBRARY PROGRAM 4/8/25	50.00
197301 - Summary					50.00
197302	RELIANCE STANDARD LIFE INSURANCE CO	100-0000-202.18-05		LTD Feb	6,055.95
197302 - Summary					6,055.95
197303	RELIANT FIRE APPARATUS INC	100-2201-522.44-03		MISC VEHICLE REPAIRS#4207	1,463.27
	RELIANT FIRE APPARATUS INC	100-2201-522.44-03		WATER VALVE #4211	26.78
197303 - Summary					1,490.05
197304	RHYME BUSINESS PRODUCTS LLC	100-1101-517.30-13		Rhyme - December	6,425.09

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Check#	Vendor	GL Account	Proj No	Description	Amount
197304	Summary				6,425.09
197305	RICOH USA INC	255-8101-521.30-04	I23549	Copiers	2,002.23
197305	Summary				2,002.23
197306	RITTER TECHNOLOGY LLC	100-2201-522.44-03		OIL FILTER HOSES #4207	492.39
	RITTER TECHNOLOGY LLC	100-4401-533.53-02		FITTINGS	107.99
	RITTER TECHNOLOGY LLC	100-4401-533.53-02		ADAPTER JIC	89.07
	RITTER TECHNOLOGY LLC	100-4501-533.53-02		UNION FITTING	19.90
197306	Summary				709.35
197307	RNOW INC	100-4501-533.53-02		3 WAY BALL VALVE	163.90
	RNOW INC	100-4501-533.53-02		Strainer	751.58
197307	Summary				915.48
197308	ROAD & CONSTRUCTION MATERIALS	100-4118-531.53-02		clean fill-1 axle	240.00
	ROAD & CONSTRUCTION MATERIALS	501-2707-537.53-02		Clean Fill:SingleAxleLoad	340.00
	ROAD & CONSTRUCTION MATERIALS	501-2708-537.53-02		Clean Fill:SingleAxleLoad	340.00
	ROAD & CONSTRUCTION MATERIALS	540-1801-538.53-02		clean fill-1axle	80.00
197308	Summary				1,000.00
197309	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 1/10/25	2,653.12
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 1/17/25	3,316.40
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 1/24/25	2,590.94
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 1/3/25	2,155.66
197309	Summary				10,716.12
197310	Steve Nyikos	100-0302-516.61-02	WA4201	Settle 10/15/24 CWA Claim	550.00
197310	Summary				550.00
197311	SALAMONE SUPPLIES	100-4401-533.53-02		PAPER TOWEL. TOILET PAPER	1,069.87
197311	Summary				1,069.87
197312	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		WHEEL CHOCK #4211	264.85
	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		DEF LEVEL SENSOR #4305	1,815.02
197312	Summary				2,079.87
197313	SEBRIGHT PRODUCTS INC	100-4501-533.53-02		Micro EPROM	473.71
197313	Summary				473.71
197314	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-02	A11111	Snow and Ice	2,534.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-24-2166	460.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-24-2007	295.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PMNA-24-10	405.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PMNA-24-26	381.50
197314	Summary				4,075.50
197315	SIMCO DRILLING EQUIPMENT INC	100-4501-533.53-02		SEAL KIT, PISTON	751.39
197315	Summary				751.39
197316	SOUTHTOWN TIRE & AUTO	100-2110-521.44-03		align sqd 6	55.00
197316	Summary				55.00
197317	SPECTRUM	100-1101-517.41-06		Spectrum- Cable CH	28.11
197317	Summary				28.11
197318	SPEEDY METALS LLC	100-4501-533.53-02		Steel pipe	92.36
197318	Summary				92.36
197319	STATE OF WISCONSIN	997-9701-541.51-09		Vital Records Paper	5,778.96
197319	Summary				5,778.96
197320	STERICYCLE INC	997-9703-541.32-04		Greenfield Sharps	605.29
197320	Summary				605.29
197321	SUGAR STUDIO, LLC	234-7220-565.31-64	ED2402	Capital Cat/ED Loan-final	43,258.00
	SUGAR STUDIO, LLC	234-7220-565.31-64	ED2402	2nd Capital Catalyst	10,944.00
197321	Summary				54,202.00
197322	SZCZEPANIAK-GILLECE, JOCELYN	100-3506-555.30-04		LIBRARY PROGRAM 3/17/25	50.00
197322	Summary				50.00
197323	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 5108	165.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 3280	515.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 1545	350.00
197323	Summary				1,030.00
197324	TAPCO	100-4401-533.53-02		Traffic signal brackets	607.79
197324	Summary				607.79

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Check#	Vendor	GL Account	Proj No	Description	Amount
197325	TELEFLEX FUNDING LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	598.00
	TELEFLEX FUNDING LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	1,150.00
197325 - Summary					1,748.00
197326	THE UPS STORE #6257	100-2101-521.51-01		FTSU ship cell phone	13.85
	THE UPS STORE #6257	100-2101-521.51-01		clementi ret equip	23.27
197326 - Summary					37.12
197327	TRUCK COUNTRY	100-4401-533.53-02		CRANKCASE FILTER	199.98
	TRUCK COUNTRY	100-4501-533.53-02		RETURN CREDIT	(21.15)
	TRUCK COUNTRY	100-4501-533.53-02		RESTOCK CHARGE CREDIT	(3.73)
	TRUCK COUNTRY	100-4501-533.53-02		STEP	88.14
197327 - Summary					263.24
197328	TUMBLEWEED PRESS INC	100-3502-555.52-42		INVOICE #118882	625.00
197328 - Summary					625.00
197329	TURNING POINT SYSTEMS GROUP	100-4601-533.70-03		Survey Calibration	291.98
197329 - Summary					291.98
197330	UNIFIRST CORPORATION	100-2101-521.51-07		mats/uniforms 012925	67.09
	UNIFIRST CORPORATION	100-2101-521.51-07		Mats and mops 1/15	67.09
	UNIFIRST CORPORATION	100-2101-521.51-07		mops and mats 1/22	28.70
	UNIFIRST CORPORATION	100-2201-522.51-07		Wipers and laundry	7.70
	UNIFIRST CORPORATION	100-4101-533.53-02		mat and mops 1/21	10.62
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 1/21/25	133.20
	UNIFIRST CORPORATION	100-4501-533.53-02		DPW Uniforms	266.40
	UNIFIRST CORPORATION	997-9701-541.51-06		mops and laundry bags	2.44
197330 - Summary					583.24
197331	VALUE LINE	100-3502-555.52-31		ONE YEAR RENEWAL	1,298.00
197331 - Summary					1,298.00
197332	VANG, SHOUA	997-9702-541.56-01		Oct-Dec 24 Mileage	161.87
197332 - Summary					161.87
197333	VEG NEWS MAGAZINE	100-3502-555.52-31		ONE YEAR RENEWAL	45.00
197333 - Summary					45.00
197334	VERIZON WIRELESS	100-1401-515.41-06		December Verizon	14,003.31
197334 - Summary					14,003.31
197335	VERIZON WIRELESS SERVICES	100-2101-521.30-04		CRIM INV TOOL	120.00
	VERIZON WIRELESS SERVICES	255-8101-521.30-04	I24538	Brookfield PEN	75.00
197335 - Summary					195.00
197336	VISU-SEWER INC	510-3803-536.75-01	P2342N	Sanitary Lining& Grouting	61,026.79
197336 - Summary					61,026.79
197337	WASTEBUILT	100-4401-533.53-02		RELIEF VALVE	134.83
197337 - Summary					134.83
197338	WAUKESHA COUNTY CLERK OF COURTS	100-2101-521.44-04		radio repair	729.15
197338 - Summary					729.15
197339	WELLWORKS FOR YOU	602-9101-517.30-04		January 2025	1,833.00
197339 - Summary					1,833.00
197340	WEST ALLIS B.I.D.	100-0000-229.09-00		2024 BID Taxes	129,601.09
197340 - Summary					129,601.09
197341	WEST ALLIS POLICE DEPT PETTY CASH	202-0801-521.64-05		WISH SNACKS	99.14
197341 - Summary					99.14
197342	WI DEPT OF JUSTICE	100-2101-521.32-01		2025 charge	3,720.00
	WI DEPT OF JUSTICE	100-2101-521.41-06		1/25-12/31/25 supp/mtce	6,483.00
197342 - Summary					10,203.00
197343	WI DEPT OF JUSTICE	255-8101-521.30-04	I23549	TIME	2,040.00
197343 - Summary					2,040.00
197344	WI MUNICIPAL COURT CLERKS ASSN	100-0401-512.57-01		2 clerk dues \$55 each	110.00
197344 - Summary					110.00
197345	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	723.94
	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	296.52
197345 - Summary					1,020.46
02/07/2025 - Summary					1,910,994.01

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Check#	Vendor	GL Account	Proj No	Description	Amount
38734	DAVENPORT, DERRICK	226-7605-563.43-08		HAPRENT-2-25	629.00
38734 - Summary					629.00
38735	ENIGMA PROPERTIES 84TH ST	223-7602-563.43-03		HAPRENT-2-25	376.00
38735 - Summary					376.00
38736	GREENFIELD SENIOR APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-2-25	405.00
38736 - Summary					405.00
38737	HEARTLAND-WEST ALLIS COURTYARD LLC	226-7605-563.43-08		HAPRENT-2-25	741.00
38737 - Summary					741.00
38738	IKEPTIT REAL ESTATE LLC	226-7605-563.43-08		HAPRENT-2-25	368.00
38738 - Summary					368.00
38739	METRO RENTAL MGMT	226-7605-563.43-08		HAPRENT-2-25	404.00
38739 - Summary					404.00
38740	SC RESIDENCE, LLC	226-7605-563.43-08		HAPRENT-2-25	266.00
38740 - Summary					266.00
38741	THE BERKSHIRE-WEST ALLIS	226-7605-563.43-08		HAPRENT-2-25	752.00
38741 - Summary					752.00
38742	1422, LLC	223-7602-563.43-03		HAPRENT-2-25	838.00
38742 - Summary					838.00
197346	BILL MCCANDLESS FORD	100-2101-521.70-02		5 NEW SQUADS	260,250.00
197346 - Summary					260,250.00
02/19/2025 - Summary					265,029.00

Payment Date: 02/21/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
38744	LOCAL 342	100-0000-202.08-00		PAYROLL SUMMARY	7,775.19
38744 - Summary					7,775.19
38745	LOCAL 342 - CONDUIT FUND	100-0000-202.08-00		PAYROLL SUMMARY	430.00
38745 - Summary					430.00
38746	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	6,237.76
38746 - Summary					6,237.76
38747	ALBRECHT, SCOTT	255-8101-521.30-04	I24534	Reg fee	625.00
	ALBRECHT, SCOTT	255-8101-521.56-03	I24534	Airfare to DC	592.37
38747 - Summary					1,217.37
38748	BERNDSEN, JOSEPH	100-4118-531.57-02		test prep/ceu training	370.00
38748 - Summary					370.00
38749	BIBLIOTHECA LLC	100-3505-555.32-01		INVOICE INV-US79470	13,738.95
38749 - Summary					13,738.95
38750	BOBCAT PLUS INC	100-4401-533.53-02		Bobcat Lug Tires	619.38
38750 - Summary					619.38
38751	CESARZ, GINA	242-9601-542.51-09	SW2468	Senior Formal Reimburseme	139.63
38751 - Summary					139.63
38752	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		new hire suit. testing	500.00
	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		LEADERSHIP ASSESSMENT	1,250.00
38752 - Summary					1,750.00
38753	COFFIELD, CARSON	258-3102-565.56-02		WEDA 2025 Parking	25.06
38753 - Summary					25.06
38754	COREY OIL LTD	100-4401-533.53-02		Bulk hydraulic fluid	1,843.00
	COREY OIL LTD	100-4401-533.53-02		15W40 OIL	2,732.80
	COREY OIL LTD	100-4501-533.53-02		DEF FLUID, GREASE	767.00
38754 - Summary					5,342.80
38755	DIGGERS HOTLINE	100-4101-533.30-04		PREPAID EMAIL FEES JAN25	71.74
	DIGGERS HOTLINE	100-4118-531.30-04		PREPAID EMAIL FEES JAN25	71.74
	DIGGERS HOTLINE	100-4301-533.30-04		PREPAID EMAIL FEES JAN25	71.74
	DIGGERS HOTLINE	501-2708-537.53-02		PREPAID EMAIL FEES JAN25	71.74
	DIGGERS HOTLINE	540-1801-538.30-04		PREPAID EMAIL FEES JAN25	71.74
38755 - Summary					358.70

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Check#	Vendor	GL Account	Proj No	Description	Amount
38756	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	18,040.92
38756 - Summary					18,040.92
38757	ERAS SENIOR NETWORK INC	220-7522-563.31-80	C24203	11-3-24 TO 12-31-24 FINAL	6,080.13
38757 - Summary					6,080.13
38758	FUEL SYSTEMS INC	100-4401-533.53-02		FILTER, EXHAUST CLAMPS	60.60
	FUEL SYSTEMS INC	100-4401-533.53-02		FILTER	60.00
	FUEL SYSTEMS INC	100-4401-533.53-02		AIR FILTER	76.36
38758 - Summary					196.96
38759	GRAINGER	100-4401-533.53-02		Coupling & Scratch brush	48.76
	GRAINGER	100-4401-533.53-02		Misc. stock items	78.16
	GRAINGER	100-4401-533.53-02		DRILL BITS, BALL VALVE	106.88
	GRAINGER	100-4501-533.53-02		PETROLEUM JELLY	15.82
	GRAINGER	100-4501-533.53-02		1 NPT TEE	5.05
38759 - Summary					254.67
38760	GREAT LAKES SALT COMPANY	100-4218-531.53-02		Regular Brine	3,206.53
38760 - Summary					3,206.53
38761	HAUBOLDT, JON	100-1301-517.25-01		RIT Under Fire	1,000.00
38761 - Summary					1,000.00
38762	HOFFMAN, JAMES	255-8101-521.56-03	I24538	Mileage	127.40
38762 - Summary					127.40
38763	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		AIR FITTING #4306	8.51
	HUMPHREY SERVICE PARTS INC	100-4401-533.53-02		FITTINGS	93.06
38763 - Summary					101.57
38764	JOHNSON, NOAH	100-1301-517.60-02		DPW Safety Shoe Reimb.	150.00
38764 - Summary					150.00
38765	MENARDS - WEST ALLIS	100-4118-531.53-02		city hall undercab lights	14.95
38765 - Summary					14.95
38766	MITCHELL, PATRICK	100-2101-521.56-02		2025 WPLF conf/hotel	432.00
38766 - Summary					432.00
38767	MUELLER, SHAUN	258-3102-565.56-02		CARW Parking 2/6 & 2/7	43.16
38767 - Summary					43.16
38768	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I24534	Mats	90.04
38768 - Summary					90.04
38769	RIES, KRISTOPHER	100-1301-517.25-01		CRR - Columbia So. Univ.	524.00
38769 - Summary					524.00
38770	SAFEWAY PEST CONTROL CO	100-4101-533.41-08		DPW-2025 rodent/pest x12	786.60
	SAFEWAY PEST CONTROL CO	100-4101-533.41-08		LH-52 wks control	2,470.00
	SAFEWAY PEST CONTROL CO	100-4101-533.41-08		CH-2025 rodent/pest x 12	592.80
38770 - Summary					3,849.40
38771	SCHLOSS, PATRICK	100-3101-565.56-01		Nov 6 - Dec 11, 2024	57.96
	SCHLOSS, PATRICK	258-3102-565.56-02		WEDA 2025 Mileage	26.04
38771 - Summary					84.00
38772	SCHOESSOW, ANDREW	100-1301-517.25-01		RIT Under Fire - III. FSI	1,000.00
38772 - Summary					1,000.00
38773	SIBILSKI, CHARLES	100-4218-531.58-01		sibilski cdl	37.00
38773 - Summary					37.00
38774	SINGH, SUZANNE	100-2301-523.51-02		Engage - class 1	82.37
	SINGH, SUZANNE	258-3102-565.51-02		ENGAGE Supplies	85.58
38774 - Summary					167.95
38775	SKELTON, BRENNNA	255-8101-521.56-03	I24538	Mileage	56.00
	SKELTON, BRENNNA	255-8101-521.56-03	I24548	Airfare to AZ	565.96
38775 - Summary					621.96
38776	SMITH, KEVIN	997-9704-541.53-01		Gas Reimbursement	38.65
38776 - Summary					38.65
38777	STIFEL, NICOLAUS & CO., INC.	100-2501-515.30-09		7GA-13247 - Fees & Maint.	352.00
38777 - Summary					352.00
38778	SUPERION, LLC	100-1401-515.32-01		Naviline Inv-10 Mar 2025	13,541.60
38778 - Summary					13,541.60

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Check#	Vendor	GL Account	Proj No	Description	Amount
38779	WASTE MANAGEMENT	540-1801-538.41-09		Sweepings and cbs	2,694.71
	WASTE MANAGEMENT	550-4233-535.41-09		Refuse and adjustment	90,162.66
38779 - Summary					92,857.37
38780	WE ENERGIES	100-2110-521.41-04		Jan elec	5,471.33
	WE ENERGIES	100-2110-521.41-04		jan trng house	206.46
	WE ENERGIES	100-2110-521.41-05		jan gas	5,974.00
	WE ENERGIES	100-2201-522.41-04		ST 63 ELECTRIC BILLING	1,144.11
	WE ENERGIES	100-2201-522.41-04		2040 S 67 PI Elec	2,034.88
	WE ENERGIES	100-2201-522.41-04		FIRE ADMIN/ELECTRIC	1,694.50
	WE ENERGIES	100-2201-522.41-05		ST 63 Gas	1,509.43
	WE ENERGIES	100-2201-522.41-05		2040 S 67 PI Gas	2,459.71
	WE ENERGIES	100-2201-522.41-05		Fire Admin/gas	825.00
	WE ENERGIES	100-2201-522.41-05		7300 W National Ave Gas	1,680.15
	WE ENERGIES	100-3401-544.41-04		7001 W National Ave. Elec	1,183.36
	WE ENERGIES	100-3401-544.41-05		7001 W National Ave. Gas	997.08
	WE ENERGIES	100-3507-555.41-04		7421 W National Ave Elec	84.65
	WE ENERGIES	100-3507-555.41-04		7421 W National Ave	2,736.27
	WE ENERGIES	100-3507-555.41-05		7421 W National Ave Gas	2,246.52
	WE ENERGIES	100-4101-533.41-04		6300 W McGeoch Elec	85.13
	WE ENERGIES	100-4101-533.41-04		7525 W Greenfield Elec	4,016.64
	WE ENERGIES	100-4101-533.41-04		1530 S 62 St Elec.	1,240.68
	WE ENERGIES	100-4101-533.41-04		Burnham St Elec	36.71
	WE ENERGIES	100-4101-533.41-05		6200 W Beloit Rd.	22.07
	WE ENERGIES	100-4101-533.41-05		6300 W McGeoch Gas	7,085.80
	WE ENERGIES	100-4118-531.41-04		2700 S 84 St Elec	81.85
	WE ENERGIES	100-4118-531.41-04		3211 S 106 St	102.78
	WE ENERGIES	100-4118-531.41-04		Group Bill Elec	760.63
	WE ENERGIES	100-4118-531.41-04		66th and Beloit Rd. Elec	159.41
	WE ENERGIES	100-4118-531.41-04		2307 S 92 St. Elec	113.01
	WE ENERGIES	100-4118-531.41-04		Group bill Elec DPW	4,555.77
	WE ENERGIES	100-4201-535.41-04		11401 W Lincoln AVe. Elec	417.97
	WE ENERGIES	100-8201-517.41-04		1559 S 65 St Elec	313.67
	WE ENERGIES	501-2601-537.41-04		2009 S 84 St Elec	173.95
	WE ENERGIES	501-2601-537.41-04		5536 W National Ave. Elec	43.70
	WE ENERGIES	501-2601-537.41-04		Group Bill Water DPW	13,470.72
	WE ENERGIES	501-2601-537.41-04		801 S 77 St Elec	31.19
	WE ENERGIES	510-3801-536.41-04		7012 W Burnham St Elec	28.29
	WE ENERGIES	540-1801-538.41-05		2179 S 111 St. Gas	619.26
	WE ENERGIES	540-1801-538.41-05		1981 S 84 St Gas	40.07
	WE ENERGIES	997-9701-541.41-04		7120 W National Ave Elec	1,800.02
	WE ENERGIES	997-9701-541.41-05		7120 W National Ave. Gas	913.89
38780 - Summary					66,360.66
38781	WI WOMENS BUSINESS INITIATIVE CORP	220-7522-563.31-80	C24505	FY24 - Final	65,000.00
38781 - Summary					65,000.00
197347	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	109.54
197347 - Summary					109.54
197348	CHESTER HAYDEN	501-0000-229.05-00		MANUAL CHECK	64.18
197348 - Summary					64.18
197349	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	105.00
197349 - Summary					105.00
197350	DANIELSEN, DAVID A	602-0000-229.04-00		DANIELSEN, DAVID A	474.50
197350 - Summary					474.50
197351	DANIELSEN, DAVID A	602-0000-229.04-00		DANIELSEN, DAVID A	474.50
197351 - Summary					474.50
197352	DANIELSEN, DAVID A	602-0000-229.04-00		DANIELSEN, DAVID A	474.50
197352 - Summary					474.50
197353	DANIELSEN, DAVID A	602-0000-229.04-00		DANIELSEN, DAVID A	474.50
197353 - Summary					474.50
197354	DANIELSEN, DAVID A	602-0000-229.04-00		DANIELSEN, DAVID A	290.50
197354 - Summary					290.50
197355	FABRY, STEVEN	602-0000-229.04-00		FABRY, STEVEN	497.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
197355	Summary				497.50
197356	FIRE COMPANY FUND	100-0000-202.16-00		PAYROLL SUMMARY	658.00
197356	Summary				658.00
197357	FLETCHER, TIMOTHY	602-0000-229.04-00		FLETCHER, TIMOTHY	708.79
197357	Summary				708.79
197358	GRANDVIEW HOMES1 LLC	501-0000-229.05-00		MANUAL CHECK	172.94
197358	Summary				172.94
197359	HANLEY, RICHARD T	602-0000-229.04-00		HANLEY, RICHARD T	248.94
197359	Summary				248.94
197360	HOFFMAN, RAMON F	602-0000-229.04-00		HOFFMAN, RAMON F	248.94
197360	Summary				248.94
197361	JOHN & ANGELA ECKERT	501-0000-229.05-00		MANUAL CHECK	203.00
197361	Summary				203.00
197362	KAUFMANN, ELAINE M	602-0000-229.04-00		KAUFMANN, ELAINE M	248.94
197362	Summary				248.94
197363	KREUSER, WILLIAM P	602-0000-229.04-00		KREUSER, WILLIAM P	791.19
197363	Summary				791.19
197364	KREUSER, WILLIAM P	602-0000-229.04-00		KREUSER, WILLIAM P	88.74
197364	Summary				88.74
197365	SHELIA BETHIA	501-0000-229.05-00		MANUAL CHECK	154.25
197365	Summary				154.25
197366	UNITED WAY - MILWAUKEE	100-0000-202.09-00		PAYROLL SUMMARY	642.72
197366	Summary				642.72
197367	VERSNIK, RONALD	602-0000-229.04-00		VERSNIK, RONALD	159.87
197367	Summary				159.87
197368	A.W. OAKS & SONS, INC	540-1807-538.75-01	P2429R	Storm Catch Basins	37,935.22
197368	Summary				37,935.22
197369	A/E GRAPHICS INC	350-6008-531.31-02	P2525S	Plan sets	61.38
197369	Summary				61.38
197370	Agata Grzesiak	550-4233-535.53-53		refund/overpayment -cart	3.50
197370	Summary				3.50
197371	AIRGAS USA LLC	100-2201-522.53-41		CYLINDER RENTALS	130.20
	AIRGAS USA LLC	100-2201-522.53-41		STNADARD INVOICE	2,034.96
	AIRGAS USA LLC	100-4101-533.53-02		Cylinder rental	16.81
	AIRGAS USA LLC	100-4401-533.53-02		Cleaner & paint markers	157.14
	AIRGAS USA LLC	100-4501-533.44-08		Cylinder rental	319.46
	AIRGAS USA LLC	501-2901-537.53-02		Cylinder rental	16.81
197371	Summary				2,675.38
197372	ALSTAR COMPANY	100-4401-533.53-02		GROUP 78 BATTERY	143.11
197372	Summary				143.11
197373	AMERICAN HYDRAULICS INC	100-4401-533.53-02		Dump Box Cylinder Rebuild	1,698.00
197373	Summary				1,698.00
197374	ANTAEUS LLC	100-2501-515.30-04		JAN. ANTAEUS INV.	300.00
197374	Summary				300.00
197375	APPLIED INDUSTRIAL TECHNOLOGIES,INC	100-4401-533.53-02		AUGER SPREADER BEARING	200.58
197375	Summary				200.58
197376	ASCENTIS CORPORATION	100-1401-515.32-01		Subscriptn Fee 12/1-2/28	4,896.45
197376	Summary				4,896.45
197377	AT & T MOBILITY	255-8101-521.30-04	I24549	Service	296.56
197377	Summary				296.56
197378	AT&T	100-1101-517.41-06		AT&T Centrex	34.26
197378	Summary				34.26
197379	AT&T	100-2101-521.32-01		Jan wireless 911	621.60
197379	Summary				621.60
197380	AURORA MEDICAL GROUP	100-2101-521.30-04		January blood draws	300.00
197380	Summary				300.00
197381	AXON ENTERPRISES, INC.	354-6053-523.31-01		ALPRS	53,699.80

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Check#	Vendor	GL Account	Proj No	Description	Amount
197381	Summary				53,699.80
197382	BARRICADE FLASHER SERVICE INC	501-2707-537.53-02		108 & Okla wtr main break	6,278.00
197382	Summary				6,278.00
197383	BAXTER & WOODMAN	501-2901-537.75-01		Fire Flow Hydraulic Model	776.00
197383	Summary				776.00
197384	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	866.07
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	114.07
197384	Summary				980.14
197385	BRAKE AND EQUIPMENT	100-4401-533.53-02		BEARING	81.16
197385	Summary				81.16
197386	BREW CITY MARKETING	255-8101-521.30-04	I24549	WordPress hosting	60.00
197386	Summary				60.00
197387	BUTTERS-FETTING CO INC	100-4101-533.44-08		Library-hvac repair 2024	1,276.35
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire#1-exhaust pipe repla	2,726.13
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Health-hvac-no heat	292.84
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Forestry-HVAC-no heat	437.72
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire Admin-hvac repair	159.30
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Hist Soc-hvac 2024	1,137.28
	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-rooms overheating	146.42
197387	Summary				6,176.04
197388	CCP INDUSTRIES	501-2901-537.53-02		Terry towels	1,576.18
197388	Summary				1,576.18
197389	CDW-G	242-9601-542.51-09	SW2466	Monitor Supplies	2,731.49
	CDW-G	255-8101-521.30-04	I24549	MS EA	62,987.19
197389	Summary				65,718.68
197390	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #86762618	191.14
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #86791263	85.57
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #86743681	91.97
197390	Summary				368.68
197391	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum - Phones	916.66
197391	Summary				916.66
197392	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum - fiber lease	1,367.48
197392	Summary				1,367.48
197393	CINTAS FIRE PROTECTION	100-4101-533.32-04		PD-25 sprnklr(2)&backfl	969.83
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire #1-2025 alarm insp	609.11
	CINTAS FIRE PROTECTION	100-4101-533.32-04		FireAdmin-sprnklr/back flw	706.43
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#2-2025 alarm insp	718.05
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire1-2025 sprnklr/back f	775.19
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#3-2025 alarm insp	554.10
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire2-2025 sprnklr&backfl	706.43
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire Admin-2025 alarm ins	563.62
	CINTAS FIRE PROTECTION	501-2706-537.53-02		Water Resv-extinguishers	174.24
	CINTAS FIRE PROTECTION	501-2706-537.53-02		Waterpumhouse-2025 alarm	504.38
197393	Summary				6,281.38
197394	CITY OF CUDAHY HEALTH DEPARTMENT	242-9601-542.43-01	SW2504	Q1 WIC Rent	2,700.00
197394	Summary				2,700.00
197395	CITY OF WEST ALLIS	255-8101-521.30-04	I25534	Administrative fee 2025	114,000.00
197395	Summary				114,000.00
197396	CITY SCREEN PRINT & EMBROIDERY	100-2201-522.60-01		EMBROIDERY CHARGE	87.00
197396	Summary				87.00
197397	CIVICSMART PARKING TECHNOLOGIES INC	100-2101-521.32-01		FEB 25 ELEC TIX SUPP	375.00
197397	Summary				375.00
197398	COINS FOR ANYTHING, INC.	255-8101-521.51-09	I24534	Coins	1,253.00
197398	Summary				1,253.00
197399	CON-COR COMPANY INC	100-4501-533.53-02		OIL PUMP, NEEDLE CAGE,	136.44
197399	Summary				136.44
197400	CORE AND MAIN	501-2901-537.53-02		Hydrant repair kits	760.00
	CORE AND MAIN	501-2901-537.53-02		Repair clamps	1,702.75
	CORE AND MAIN	501-2901-537.53-02		REPAIR CLAMP	345.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
197400 - Summary					2,807.75
197401	CORWIN, CLINT	100-2107-521.60-01		reimburse safety glasses	284.00
197401 - Summary					284.00
197402	COUNTY MATERIALS CORP	540-1801-538.53-02		concrete manholes & lids	7,751.08
197402 - Summary					7,751.08
197403	CUMMINS SALES AND SERVICE	100-2201-522.44-03		TURBO SENSOR #4212	349.27
	CUMMINS SALES AND SERVICE	100-2201-522.44-03		EXHAUST PRESSURE SENSOR	206.53
197403 - Summary					555.80
197404	DASH MEDICAL GLOVES INC	100-2201-522.53-41		3 CASES EXAM GLOVES	138.00
197404 - Summary					138.00
197405	DEFI TRAINING, LLC	255-8101-521.30-04	I23548	Training fee	750.00
197405 - Summary					750.00
197406	DIVERSIFIED BENEFIT SERVICES, INC	100-5219-517.21-15		Feb25 HRA Admin Serv Fee	100.00
197406 - Summary					100.00
197407	DON'S AUTO BODY	100-2110-521.44-03		sq 3 repair	2,228.27
	DON'S AUTO BODY	100-2110-521.44-03		jeep repair	900.00
	DON'S AUTO BODY	100-2110-521.44-03		sqd 6 repair	1,896.18
197407 - Summary					5,024.45
197408	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 31 parts	74.84
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		jeep 40 parts	209.27
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		stock parts	683.30
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sq 10 parts	30.12
	EAGLE AUTOMOTIVE -MILWAUKEE	214-0801-521.64-05		siu 70 parts	129.38
197408 - Summary					1,126.91
197409	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		mis equip mechanic	29.94
	ELLIOTT'S ACE HARDWARE	100-2110-521.51-06		custodial misc tools	40.11
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-02		REPAIR TO AIRLINE	27.13
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-04		GRILL ACCESSOIRES	34.47
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SELF TAPPERS/SHOP	29.68
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SHOP/SAW BLADES	19.78
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		1 PALLET OIL ZORB/ST 63	959.85
	ELLIOTT'S ACE HARDWARE	100-4118-531.53-02		block heater recep	26.99
197409 - Summary					1,167.95
197410	EWALD CHRYSLER JEEP DODGE LLC	100-4501-533.53-02		TRAILER CONNECTOR	73.50
197410 - Summary					73.50
197411	EXPRESS ELEVATOR LLC	100-4101-533.32-04		CH-Jan25 maintenance	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire Admin-Jan25 mainten	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Sen Ctr-Jan25 maintenanc	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire2-Jan 25 maintenance	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Senior Ctr-2025 Cat 1/prs	725.00
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Historical-qurtly Jan-Mar	89.10
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		PD-2-Jan25 maintenance	158.55
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire#1-Jan 25 maintenanc	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.44-08		CH elevator repair (RB)	540.50
197411 - Summary					1,912.15
197412	FABICK	100-2201-522.53-02		OIL SAMPLE KITS	153.00
197412 - Summary					153.00
197413	FACTUAL DATA	396-6307-563.31-67		Credit Report 5001WI0076	322.70
197413 - Summary					322.70
197414	FASTENAL COMPANY	100-4401-533.53-02		HARDWARE	112.29
	FASTENAL COMPANY	100-4401-533.53-02		BOLTS, NUTS	186.99
197414 - Summary					299.28
197415	FEDEX	255-8101-521.30-04	I24534	Shipping	6.62
197415 - Summary					6.62
197416	FULL CIRCLE K9 SOLUTIONS, INC	215-0801-521.64-05		K9 trng McNally/Gizmo	650.00
197416 - Summary					650.00
197417	GEAR WASH LLC	100-2201-522.60-01		PPE GEAR CLEANING/REPAIR	2,815.50
197417 - Summary					2,815.50
197418	GENERAL COMMUNICATIONS	100-2110-521.44-03		sq6 parts	840.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
197418	GENERAL COMMUNICATIONS	215-0801-521.64-05		K9 sqd49 parts	5,069.00
197418 - Summary					5,909.00
197419	GORDIE BOUCHER FORD	100-4401-533.53-02		Trans. fluid	76.08
197419 - Summary					76.08
197420	GRAPHIC INNOVATIONS, LLC	242-9601-542.30-04	SW2466	New Signage- Vinyls	400.00
197420 - Summary					400.00
197421	GRAYBAR	100-4401-533.53-02		RR7 Relays	121.11
	GRAYBAR	100-4401-533.53-02		ELECTRICAL WIRE	163.68
197421 - Summary					284.79
197422	GRUBER LAW OFFICES, LLC TRUST ACCT	100-0302-516.61-02	WA2101	Settle CWA Claim-Robinson	10,000.00
197422 - Summary					10,000.00
197423	HARRIS, NICHOLE	223-0000-229.04-23		FSS interest	4.92
197423 - Summary					4.92
197424	HEALTH JOY, LLC	602-9101-517.30-04		HealthJoy ChronicCarePPPM	654.00
197424 - Summary					654.00
197425	HFI FLUID POWER	100-4401-533.53-02		Hyd. Coupler Body	83.00
	HFI FLUID POWER	100-4401-533.53-02		Hyd Couplers Body/Plugs	86.82
197425 - Summary					169.82
197426	HILLER FORD INC	100-4501-533.44-03		Reprogram Idle Shutdown	272.25
197426 - Summary					272.25
197427	HOLTZ, WALTER	276-8433-563.31-80	ED2302	Final Pymt	15,107.73
197427 - Summary					15,107.73
197428	HUNGER TASK FORCE, INC	242-9601-542.30-04	SW2468	SI Grant Cooking Classes	1,000.00
197428 - Summary					1,000.00
197429	IAED	100-2101-521.32-01		emd recert Sawall	55.00
197429 - Summary					55.00
197430	IRON MOUNTAIN	255-8101-521.30-04	I24534	Shredding	181.87
197430 - Summary					181.87
197431	JOHNS DISPOSAL SERVICE	550-4233-535.41-09		january recycling	12,678.51
197431 - Summary					12,678.51
197432	JOSEPH SPORER & STEPHANIE WHITFIELD	224-7701-563.31-01	HM2507	Home Buyer loan	3,083.00
197432 - Summary					3,083.00
197433	JX PETERBILT -WAUKESHA	100-4401-533.53-02		BRAKE PARTS, SENSOR	1,095.98
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		DOOR RELAY	572.99
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		WHEEL SEAL	71.98
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		ENGINE START STOP SWITCH	81.41
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		OIL SEAL	65.90
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		FUEL SUPPLY CONN, RETAINE	105.43
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		BEARINGS,SENSOR,SEAL	422.72
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		RETURN CREDIT	(57.36)
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		STARTER	527.99
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		CORE CREDIT	(256.17)
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		PUMP GASKET	7.80
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		AIR COMPRESSOR HEAD KIT	985.96
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		TORQUE ROD, SEAL, LEAF SP	903.95
197433 - Summary					4,528.58
197434	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		CONTACT	13.05
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		OVERCHARGE CREDIT	(5.20)
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		LED Worklights	165.54
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Back-Up Alarms	166.20
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		SOLDER	49.99
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		Deutsch Pins/Plugs	333.15
197434 - Summary					722.73
197435	KALLCENTS	255-8101-521.30-04	I24538	Q-Card	18.63
197435 - Summary					18.63
197436	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		FILTERS	279.51
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Filters	146.12
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		FILTER	36.48
197436 - Summary					462.11

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Check#	Vendor	GL Account	Proj No	Description	Amount
197437	KW2	242-9601-542.30-04	SW2466	Rebranding Campaign	3,000.00
197437 - Summary					3,000.00
197438	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		CIRCUIT BREAKER	28.06
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Brake Shoe Cores	(191.52)
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		SEALS, CAM REPAIR KIT	817.94
197438 - Summary					654.48
197439	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2432S	Traffic Calming	1,486.00
197439 - Summary					1,486.00
197440	LDV INC	214-0801-521.64-05		equip new swat vehicle	20,743.00
197440 - Summary					20,743.00
197441	LEGACY RECYCLING	550-4233-535.41-09		january ecycle	1,820.00
197441 - Summary					1,820.00
197442	LEVEL UP CONSTRUCTION	501-0000-229.03-00		HYD-24-27 DEPOSIT REFUND	314.80
197442 - Summary					314.80
197443	LEVEL UP CONSTRUCTION	220-7522-563.70-05	C23409	Liberty Heights Pavilion	98,156.02
197443 - Summary					98,156.02
197444	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	170.00
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLES/ST 63	413.73
197444 - Summary					583.73
197445	Mary Morris-Braden	207-0601-544.64-05	SC0007	Valentine cupcakes	41.01
197445 - Summary					41.01
197446	MACQUEEN EQUIPMENT	100-2201-522.53-27		OPERATIONAL SUPPLIES	634.98
	MACQUEEN EQUIPMENT	100-4501-533.53-02		HYDRAULIC BLOCK	906.69
197446 - Summary					1,541.67
197447	MCCRIGHT & ASSOCIATES, LLC	222-7601-563.30-02		Annual Inspections	1,550.66
	MCCRIGHT & ASSOCIATES, LLC	222-7601-563.30-02		Rent Reasonableness	95.40
197447 - Summary					1,646.06
197448	MCKESSON MEDICAL-SURGICAL	997-9703-541.53-41		Clinic Supplies	20.00
197448 - Summary					20.00
197449	MEGA LLC	100-2201-522.51-04		INTERN MEAL CARDS	160.00
	MEGA LLC	100-2201-522.51-04		WCTC INTERN - MEAL CARDS	110.00
197449 - Summary					270.00
197450	MENARDS- WEST MILWAUKEE	100-2201-522.53-27		ST 63 WORKOUT ROOM	0.00
197450 - Summary					0.00
197451	MIDAMERICAN BUILDING SERVICES	255-8101-521.30-04	I24534	Janitorial	3,225.00
197451 - Summary					3,225.00
197452	MILLS HOTEL WYOMING LLC	255-8101-521.41-04	I24534	Electric	5,372.06
	MILLS HOTEL WYOMING LLC	255-8101-521.41-05	I24534	Gas	710.98
	MILLS HOTEL WYOMING LLC	255-8101-521.43-03	I24534	Base rent	27,746.10
	MILLS HOTEL WYOMING LLC	255-8101-521.43-03	I24534	TI	18,686.10
	MILLS HOTEL WYOMING LLC	255-8101-521.43-03	I24534	RE Taxes	4,565.95
	MILLS HOTEL WYOMING LLC	255-8101-521.43-03	I24534	CAM	3,782.48
197452 - Summary					60,863.67
197453	MILWAUKEE COUNTY CLERK OF	100-0000-229.11-10		BAIL	100.00
197453 - Summary					100.00
197454	MILWAUKEE COUNTY CLERK OF	220-7522-563.31-80	C24222	Dec 24 - FINAL	2,388.16
197454 - Summary					2,388.16
197455	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		BAIL	300.00
197455 - Summary					300.00
197456	MILWAUKEE COUNTY REGISTER OF DEEDS	396-6307-563.31-67		Record Mortgage	30.00
197456 - Summary					30.00
197457	MILWAUKEE COUNTY TREASURER	100-2501-515.62-01		2023 TaxExempt Bill442671	2,591.76
197457 - Summary					2,591.76
197458	MILWAUKEE RUBBER PRODUCTS, INC	100-4401-533.53-02		SUCTION HOSE	399.20
197458 - Summary					399.20
197459	M3 Plus A LLC	100-0000-229.04-00		CB Refund 7-17-18	1,000.00
197459 - Summary					1,000.00
197460	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		stock parts	130.00

Monthly Listing of Claims Paid
February 2025

Check#	Vendor	GL Account	Proj No	Description	Amount
197460	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		jeep 40 parts	508.03
	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		credit sqd parts	(44.66)
	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		sqd 45 parts	431.10
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		FOG LIGHTS	13.00
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		OIL FILTER	14.78
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.51-08		SENSOR SOCKETS	13.41
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		ADAPTERS	45.39
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Hyd Fittings/Dielectric g	101.58
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC FITTINGS	208.82
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Cap & battery protector	20.94
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Misc. stock items	232.84
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		ADAPTERS, FITTINGS	75.54
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TUB OF GREASE	172.96
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		SHRINK TUBING	61.16
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Starter/PS Pump Cores	(100.50)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Connector	12.66
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		LIGHT KIT	12.41
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		HOSE ADAPTERS	20.31
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		STARTER	156.60
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		HEADLIGHT SWITCH	25.32
	NAPA AUTO PARTS- WEST ALLIS	214-0801-521.64-05		credit siu parts	(112.22)
NAPA AUTO PARTS- WEST ALLIS	214-0801-521.64-05		siu 59 parts	193.07	
NAPA AUTO PARTS- WEST ALLIS	214-0801-521.64-05		siu 52 parts	400.18	
NAPA AUTO PARTS- WEST ALLIS	214-0801-521.64-05		siu 51 parts	178.74	
197460 - Summary					2,771.46
197461	NAPLETON CHEVROLET COLUMBUS	100-2101-521.70-02		25 chevy tahoe supv car	54,096.75
197461 - Summary					54,096.75
197462	NESPOLI, ERIK	255-8101-521.56-03	I23548	Andover, MN	815.30
197462 - Summary					815.30
197463	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		Admin Fee Jan25 Retirees	225.00
	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		Admin Fee Jan25 Actives	550.00
197463 - Summary					775.00
197464	NEW BERLIN REDI-MIX	501-2707-537.53-08		9 bag #1 stone with air	1,980.00
197464 - Summary					1,980.00
197465	PLACER LABS, INC	258-3102-565.30-02		JAN 1 - DEC 31, 2025	26,250.00
197465 - Summary					26,250.00
197466	PUBLIC SERVICE COMMISSION OF WI	501-2901-537.58-01		RATES;PUMP STN GNRATOR	5,188.94
197466 - Summary					5,188.94
197467	QUAD/GRAPHICS, INC	602-9101-517.21-65		QuadMed Jan 2025	30,680.50
197467 - Summary					30,680.50
197468	R. S. PAINT & TOOLS LLC	100-4401-533.53-02		Tile spades	129.52
197468 - Summary					129.52
197469	RANGE SYSTEMS, INC	100-2107-521.51-05		target encapulators	1,118.05
197469 - Summary					1,118.05
197470	RAY O'HERRON CO INC	100-2107-521.51-05		ammo	26,872.00
197470 - Summary					26,872.00
197471	RICOH USA INC	255-8101-521.30-04	I24549	Copier	656.98
197471 - Summary					656.98
197472	RITTER TECHNOLOGY LLC	100-4401-533.53-02		FITTINGS	99.94
197472 - Summary					99.94
197473	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 1/31/25	2,653.12
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 2/7/25	2,653.12
197473 - Summary					5,306.24
197474	Susan Seiler	207-0601-544.64-05	SC0007	Kisses for party	8.96
197474 - Summary					8.96
197475	SALAMONE SUPPLIES	100-4401-533.53-02		Bath tissue	226.00
197475 - Summary					226.00
197476	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		SEATBELT #4212	365.33
197476 - Summary					365.33
197477	SECURIAN FINANCIAL GROUP INC	100-0000-202.18-01		March Life premium	16,366.81

Monthly Listing of Claims Paid
February 2025

Check#	Vendor	GL Account	Proj No	Description	Amount
197477	Summary				16,366.81
197478	SEILER INSTRUMENT & MFG CO INC	214-0801-521.64-05		Trimble software	48,695.93
197478	Summary				48,695.93
197479	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-24-2172	365.00
197479	Summary				365.00
197480	SOUTHEAST WISCONSIN TECH SALES	100-2201-522.51-08		TIRE REPAIR SUPPLIES	40.11
197480	Summary				40.11
197481	SPEEDY METALS LLC	100-4501-533.53-02		1/2 ROUND STOCK	250.52
197481	Summary				250.52
197482	STATE OF WISCONSIN	100-0000-451.01-00		JAN 2025 COURT	9,583.60
197482	Summary				9,583.60
197483	SUBSENTIO, LLC	255-8101-521.30-04	I24549	LAES	1,000.00
197483	Summary				1,000.00
197484	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 4202	165.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 0303	465.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 4300	515.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 5108	350.00
197484	Summary				1,495.00
197485	Taiwo, Isaac	100-0302-516.61-02	WA2101	Settle 10/14/24 CWA Claim	1,200.00
197485	Summary				1,200.00
197486	Thomas, Jamie	100-0302-516.61-02	WA4201	settle 10/16/24 CWA Claim	2,583.63
197486	Summary				2,583.63
197487	THOMSON REUTERS - WEST	255-8101-521.30-04	I24549	Service	2,681.78
197487	Summary				2,681.78
197488	TIGER TOUGH	100-4501-533.53-02		SEAT COVERS	387.00
197488	Summary				387.00
197489	TITAN PUBLIC SAFETY SOLUTIONS LLC	100-0401-512.32-01		TIPSS software 2025	8,139.00
197489	Summary				8,139.00
197490	TRANS UNION LLC	100-2101-521.30-04		jan record checks	355.32
197490	Summary				355.32
197491	TRANSUNION RISK & ALTERNATIVE	255-8101-521.30-04	I24549	TransUnion	766.00
197491	Summary				766.00
197492	TRI CITY NATIONAL BANK	100-0000-229.16-00		Feb 2025 Loan Payments	460.76
197492	Summary				460.76
197493	TROPHY ATHLETIC SUPPLY CO	255-8101-521.51-09	I24534	Plaque	40.00
197493	Summary				40.00
197494	TRUCK COUNTRY	100-2201-522.44-03		COOLENT LEVEL SENSOR	151.83
	TRUCK COUNTRY	100-4401-533.53-02		BRAKE PAD KIT	297.96
	TRUCK COUNTRY	100-4501-533.53-02		SLACK ADJUSTER, AIR LINE	309.29
	TRUCK COUNTRY	100-4501-533.53-02		EXHAUST PIPE	167.83
	TRUCK COUNTRY	100-4501-533.53-02		REGULATOR ASSEMBLY	250.54
	TRUCK COUNTRY	100-4501-533.53-02		FAN CLUTCH KIT	1,420.14
197494	Summary				2,597.59
197495	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 2/4/25	163.69
197495	Summary				163.69
197496	US CELLULAR	255-8101-521.30-04	I24538	CALEA PEN	6,150.00
197496	Summary				6,150.00
197497	US POSTAL SERVICE(POSTAGE-BY-PHONE)	100-2101-521.51-01		refill postage meter	1,500.00
197497	Summary				1,500.00
197498	USI INSURANCE SERVICES, LLC	602-9101-517.30-02		Group Benefit Fee 8 of 12	5,579.16
197498	Summary				5,579.16
197499	VERIZON WIRELESS	255-8101-521.30-04	I24549	Cell	2,554.20
197499	Summary				2,554.20
197500	VERMEER-WISCONSIN INC	100-4501-533.53-02		VACUUM CABLE	921.08
197500	Summary				921.08
197501	VISU-SEWER	501-0000-229.03-00		HYD-24-22 DEPOSIT RETURN	969.96
197501	Summary				969.96

**Monthly Listing of Claims Paid
February 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
197502	WASTEBUILT	100-4501-533.53-02		SEAL KIT	65.58
197502 - Summary					65.58
197503	WAUKESHA COUNTY TREASURER	100-2101-521.44-04		repair Hayner/Kayes port	744.29
197503 - Summary					744.29
197504	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-01		trng ret equip	5.28
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-09		misc expenses	216.38
	WEST ALLIS POLICE DEPT PETTY CASH	100-2107-521.60-01		swat clothing	73.80
	WEST ALLIS POLICE DEPT PETTY CASH	100-2110-521.53-01		gas no card on crim inves	20.04
197504 - Summary					315.50
197505	WHEELS NOW INC	100-4501-533.53-02		BOBCAT WHEELS	392.00
197505 - Summary					392.00
197506	WHOOSTER INC	255-8101-521.30-04	I23549	Whooster	50,000.00
	WHOOSTER INC	255-8101-521.30-04	I24549	Whooster	23,750.00
197506 - Summary					73,750.00
197507	WI ASSOC OF HOUSING AUTHORITIES	222-7601-563.57-01		Housing Assoc. Dues	70.00
197507 - Summary					70.00
197508	WINCAN, LLC	510-3803-536.32-01		License	6,075.00
	WINCAN, LLC	540-1807-538.32-01		License	6,075.00
197508 - Summary					12,150.00
197509	WINDSTREAM	255-8101-521.30-04	I24549	Internet	9,045.71
197509 - Summary					9,045.71
197510	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1946S	W Beloit Rd-Design	1,579.34
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2327S	National Ave Streetscapin	(0.03)
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2327S	National Ave 62-65 Street	3,778.17
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2332S	National-Linc/108 Design	15,864.87
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2346S	Beloit Rd-Streets	2,961.67
	WISCONSIN DEPT OF TRANSPORTATION	501-2901-537.75-01	P2327H	National Ave 62-65 Water	(0.04)
197510 - Summary					24,183.94
197511	WISCONSIN K9 WORKSHOP FUND	215-0801-521.64-05		2025 NAPWDA K9 WORKSHOP	250.00
197511 - Summary					250.00
197512	WISCONSIN REGIONAL TRAINING	220-7522-563.31-80	C24217	Nov. 2024 - Final	16,867.19
197512 - Summary					16,867.19
197513	ZIGNEGO READY MIX INC	501-2707-537.53-02		BASE COURSE 1.25/TON-CPU	180.29
	ZIGNEGO READY MIX INC	501-2707-537.53-08		1.25 base course	126.65
	ZIGNEGO READY MIX INC	501-2708-537.53-02		BASE COURSE 1.25/TON-CPU	180.29
197513 - Summary					487.23
197514	BONNIE RYDBERG	100-0000-229.01-00		Overpaid Tax 5170302000	3,088.27
197514 - Summary					3,088.27
197515	CHARLENE ROEDEL	100-0000-229.01-00		Overpaid Tax 4890521000	193.69
197515 - Summary					193.69
197516	CHIT WIN	100-0000-229.01-00		Overpaid Tax 4880452000	350.50
197516 - Summary					350.50
197517	CLEMENTE JIMENEZ	100-0000-229.01-00		Overpaid Tax 4780243000	121.57
197517 - Summary					121.57
197518	CRYSTAL COENEN	100-0000-229.01-00		Overpaid Tax 4890382000	630.85
197518 - Summary					630.85
197519	EMILY PAPROCKI	100-0000-229.01-00		Overpaid Tax 4770225000	102.81
197519 - Summary					102.81
197520	F STREET LINCOLN CENTER, LLC	100-0000-229.01-00		Overpaid Tax 4859996017	35,892.72
197520 - Summary					35,892.72
197521	DEBORAH MILLER	100-0000-229.01-00		Overpaid Tax 4800042000	0.00
197521 - Summary					0.00
197522	JAMES MASCITTI	100-0000-229.01-00		Overpaid Tax 5220218000	6,536.39
197522 - Summary					6,536.39
197523	JEROME GRATZ	100-0000-229.01-00		Overpaid Tax 4780389000	193.69
197523 - Summary					193.69
197524	KYLE THOMPSON	100-0000-229.01-00		Overpaid Tax 4430023000	73.81

Monthly Listing of Claims Paid
February 2025

Check#	Vendor	GL Account	Proj No	Description	Amount
197524	Summary				73.81
197525	LASER PROPERTIES, LLC	100-0000-229.01-00		Overpaid Tax 4890022000	1,276.16
197525	Summary				1,276.16
197526	LINDSAY WICKERSHEIM	100-0000-229.01-00		Overpaid Tax 4770732000	427.32
197526	Summary				427.32
197527	MARK BAXTER	100-0000-229.01-00		Overpaid Tax 5170322000	193.69
197527	Summary				193.69
197528	MARRIO BARNES	100-0000-229.01-00		Overpaid Tax 4400574000	1,292.16
197528	Summary				1,292.16
197529	MUHAMAD MUHAMAD	100-0000-229.01-00		Overpaid Tax 5209982000	11,939.14
197529	Summary				11,939.14
197530	NOE GARCIA	100-0000-229.01-00		Overpaid Tax 4770479000	64.69
197530	Summary				64.69
197531	P&D RENTALS, LLC	100-0000-229.01-00		Overpaid Tax 4530844000	106.68
197531	Summary				106.68
197532	PEDRO RODRIGUEZ-GARCIA	100-0000-229.01-00		Overpaid Tax 4540529001	100.42
197532	Summary				100.42
197533	RONALD JACOBSON	100-0000-229.01-00		Overpaid Tax 4380155000	1,127.74
197533	Summary				1,127.74
197534	SAVANNAH HOLMAN	100-0000-229.01-00		Overpaid Tax 4500024000	5,584.69
197534	Summary				5,584.69
197535	SCOTT STOFFERS	100-0000-229.01-00		Overpaid Tax 4790511000	413.11
197535	Summary				413.11
197536	S2 REAL ESTATE 6900 W LINCOLN, LLC	100-0000-229.01-00		Overpaid Tax 4760215000	109.63
197536	Summary				109.63
197537	TN & KB PROPERITES, LLC	100-0000-229.01-00		Overpaid Tax 4440514000	347.22
197537	Summary				347.22
197538	TORI SKAGGS	100-0000-229.01-00		Overpaid Tax 4790132000	1,688.90
197538	Summary				1,688.90
197539	VERONICA MOTA ALARCON	100-0000-229.01-00		Overpaid Tax 4380093000	193.69
197539	Summary				193.69
197540	VICTORY TITLE CO., LLC	100-0000-229.01-00		Overpaid Tax 4530826000	131.86
197540	Summary				131.86
02/21/2025 - Summary					1,396,878.70
Overall - Summary					3,902,350.14



CLAIMANT CONTACT INFORMATION

Name: Josiah Hahn
Address: 3288 Evergreen Ct.
Richfield, WI 53076

Phone: 6305516309
Email: josiahhahn@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: 02/13/2025 Time of day: 10:00
Location: 2328 S 78th St. West Allis, WI

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.

On the morning of February 13, 2025 at approx. 10 am my 2023 Bolt EUV was towed from the streets near my place of employment (St. Paul' s Lutheran Church and School). The vehicle was parked on the street and allegedly was preventing access to a driveway. Because of the snowfall the night before, and the lack of shoveling/plowing the morning of the incident, the allegedly blocked driveway was completely not visible. (The car was parked at approximately 7 am)
Before the towing of my vehicle, I received no attempts at contact. Local officers and nearby residents are familiar with parking difficulties at my place of employment, and no contact was attempted. There have been previous instances where contact had been made. (Additionally, All employees at my school need to park on the street because local residents have barred our attempt to build a parking lot.)
The picture provided at the scene of the parking infraction seems to indicate that a vehicle was able to exit the driveway while my vehicle was still parked.
While I understand the 4-foot restriction and ticketing (albeit an accidental parking error), my vehicle needed repairs after the tow which added to the cost.
Because of the circumstances of the tow, I am looking to have the towing fee reimbursed.

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: Josiah Hahn

Date: 03/11/2025

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: \$ 344.18

SAVE

PRINT

CITY OF WEST ALLIS
11 MAR 25 PM 3:25



Josiah Hahn <josiahhahn@gmail.com>

Parking citation inquiry

6 messages

Josiah Hahn <josiahhahn@gmail.com>

Mon, Feb 17, 2025 at 4:02 PM

To: records@westalliswi.gov

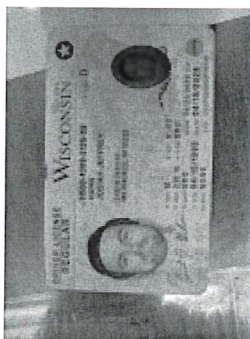
Hello,

I received a parking citation on 2/13. Attached is the citation and my photo ID. Can you provide me with information on the location of the vehicle as it was towed?

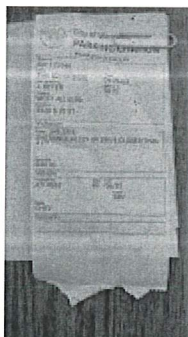
Thank you,

Josiah Hahn

2 attachments



20250217_160130.jpg
5360K



IMG_20250217_160110.jpg
2337K

Records <Records@westalliswi.gov>

Mon, Feb 17, 2025 at 4:22 PM

To: Josiah Hahn <josiahhahn@gmail.com>

Cc: Records <Records@westalliswi.gov>

Thank you for your email. Yes, your vehicle was towed by N&S Towing Company on Feb 13, 2025. Please give them a call at 414.476.8697 as they have 2 locations where they keep the vehicles that are in impound.

Sincerely,

Records Unit

West Allis Police Department
11301 W. Lincoln Ave. | West Allis, WI 53227
Office: 414-302-8080 Dept: 414-302-8000
www.westalliswi.gov/myonlineservices

From: Josiah Hahn <josiahhahn@gmail.com>
Sent: Monday, February 17, 2025 4:02 PM
To: Records <Records@westalliswi.gov>
Subject: Parking citation inquiry

Warning: Unusual sender <josiahhahn@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

[Quoted text hidden]

City Hall offices are open to the public from 11:30 a.m. - 4:30 p.m., Monday - Friday. For the safety of our visitors and staff, access to the building is only available through the south entrance. Visitors to the building will be greeted at our customer service counter and, if needed, escorted to their destination within the building. Many City services can be accessed online at www.westalliswi.gov or by downloading our app in your app store.

The City of West Allis is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of West Allis e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of West Allis full e-mail disclaimer at <https://www.westalliswi.gov/o/cwa/page/email-disclaimer>

Josiah Hahn <josiahhahn@gmail.com>
To: Records <Records@westalliswi.gov>

Mon, Feb 17, 2025 at 4:26 PM

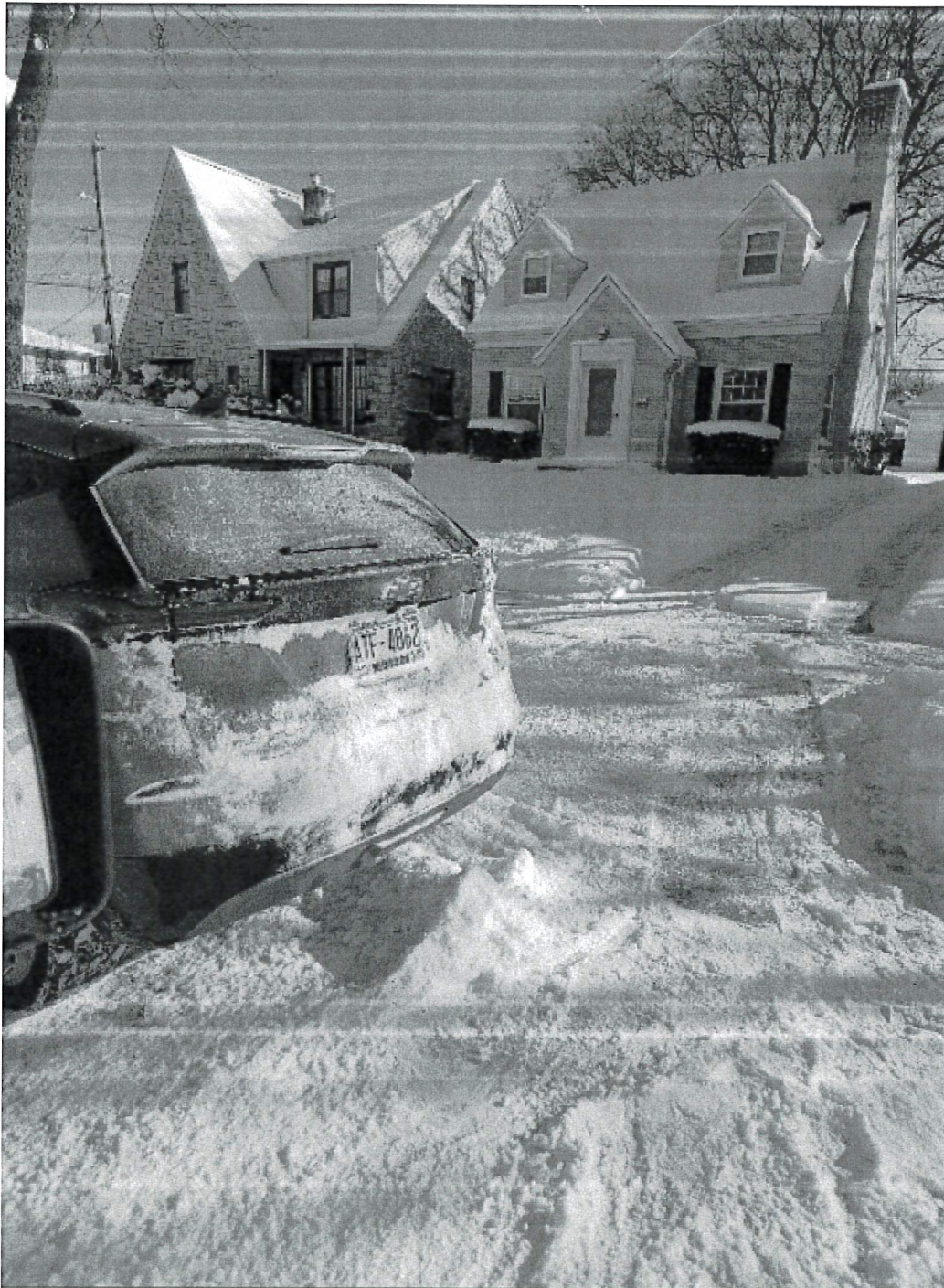
Sorry, my question was unclear. I was wondering if you have photographs or evidence of where the vehicle was when it was towed.

[Quoted text hidden]

Records <Records@westalliswi.gov>
To: Josiah Hahn <josiahhahn@gmail.com>
Cc: Records <Records@westalliswi.gov>

Tue, Feb 18, 2025 at 8:52 AM

No problem. Per the citation the vehicle was parked near 2328 S 78th St. Here is a photo:



Records Unit

West Allis Police Department
11301 W. Lincoln Ave. | West Allis, WI 53227
Office: 414-302-8080 Dept: 414-302-8000
www.westalliswi.gov/myonlineservices

From: Josiah Hahn <josiahhahn@gmail.com>
Sent: Monday, February 17, 2025 4:26 PM
To: Records <Records@westalliswi.gov>
Subject: Re: Parking citation inquiry

[Quoted text hidden]

Josiah Hahn <josiahhahn@gmail.com>

Tue, Feb 18, 2025 at 8:19 PM

To: Records <Records@westalliswi.gov>

Thank you,

Can you provide me any insight on why the car was towed rather than just ticketed? What steps do I need to take in order to contest the ticket/ towing?

Thanks in advance for any help!

[Quoted text hidden]

Records <Records@westalliswi.gov>
To: Josiah Hahn <josiahhahn@gmail.com>
Cc: Records <Records@westalliswi.gov>

Wed, Feb 19, 2025 at 8:43 AM

A parking ticket was issued (see below) and the vehicle was towed due to it blocking a driveway.

If you would like to contest the parking ticket - please reply back with a copy of your Driver's License and why you would like to contest the ticket. A court date will be provided with instructions once we register you for a court date.

To contest the tow - you will need to reach out to the West Allis City Attorney's office to make a claim with them directly.

PARKING CITATION

Issue No.	001122548	
Date	THU 02/13/2025	Time 09:29AM
Officer Name	J. BEYER	Officer ID 3215
Agency	WEST ALLIS PD	
Location	2328 S 78 ST	

Violation
Code: 346.53(4)
ENTRANCE ALLEY OR DRIVE CLOSER THAN 4 FT
Due Now
\$40.00

Vehicle					
License No.	ATF4862	State	WI	Exp	06/25
				Color	GRY
Make	CHEV				

Remarks

Records Unit

West Allis Police Department
11301 W. Lincoln Ave. | West Allis, WI 53227
Office: 414-302-8080 Dept: 414-302-8000
www.westalliswi.gov/myonlineservices

From: Josiah Hahn <josiahhahn@gmail.com>
Sent: Tuesday, February 18, 2025 8:19 PM

3/11/25, 10:52 AM

Gmail - Parking citation inquiry

To: Records <Records@westalliswi.gov>

Subject: Re: Parking citation inquiry

[Quoted text hidden]



CLAIMANT CONTACT INFORMATION

Name: LORA Lewis
Address: 7520 W Northridge
WAKES BLVD #101
MILWAUKEE WI 53223

Phone: 414-640-1804
Email: Sweetthang66628@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: 3/10/25 Time of day: not sure
Location: 6525 W Belmont #13 West Allis 53219
west

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.

My vehicle was parked in front of the building where westallis police and fire department was on scene because my father passed away. I was upstairs with the medical examiner, who was taking care of the scene. When I came downstairs I was informed that the westallis police hit my parked vehicle. They gave me a report number for the incident report that he filed. To add to my claim which is 25-008559.

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: Lora Lewis

Date: 3/14/25

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: \$ ~~1,281.28~~ 1,281.28

SAVE

PRINT



March 12, 2025

Dear Mayor and Honorable Members of Common Council:

RE: Discussion on Tax-Exempt Status of Municipal Bonds

The City of West Allis, like many communities and economic developers around the country, utilize tax-exempt municipal bonds for project borrowing. Recently, Congress has started discussions about eliminating the “tax exempt status” for municipal bonds. The tax exemption on municipal bonds is crucial to driving economic growth and sustaining public infrastructure essential to the City of West Allis.

West Allis borrows over \$10 million a year in tax exempt bonds to assist the City with City in replacing aging and failing public infrastructure.

Background: For over a century, tax-exempt municipal bonds have been the primary tool by which state and local governments, not-for-profits, and economic developers finance large-scale public projects that are fundamental to economic vitality and quality of life. These bonds allow for financing essential infrastructure that powers job creation and enables long-term economic prosperity. The tax exemption reduces borrowing costs, making it feasible for economic developers to undertake projects that benefit all Americans, from urban to suburban and rural areas.

Impact: If the tax exemption on municipal bonds would go away, the City of West Allis could experience approximately \$5 million increase over 10 years that will be absorbed by the West Allis taxpayers. Beyond West Allis, municipalities across the country, including state and local governments, rely on these bonds to finance:

- Critical infrastructure
- Schools, hospitals, affordable housing, water treatment facilities, and transportation systems
- Catalysts for regional economic growth, attracting businesses, supporting a skilled workforce, and enhancing the standard of living.

Eliminating or limiting the tax exemption on municipal bonds would impact West Allis in the following manner:

- **Produce higher costs for infrastructure projects**
- **Deter private investment and impact job creation**
- **Increase the financial burden on businesses and taxpayers**



As staff, this information is purely to provide an update of the potential risk at a high level and that the team continues to monitor the discussions and impacts of possible legislation. Information and notices have been sent from the League of Cities and the International Economic Development Council.

If you have any questions or ideas, please feel free to contact Jason Kaczmarek, Finance Director or myself.

Regards,

Patrick Schloss
Executive Director
Economic Development



Mayor and Honorable Members of the Common Council:

Re: Update on Federal Funding - Community Development Block Grant Program, HOME, and Housing Choice Voucher

In recent weeks, there has been much discussion at the federal level regarding the FY 2025 Budget and a Continuing funding resolution. The ongoing discussions in Congress and events involving staffing at federal agencies have impacted the normal process on how the City receives annual allocations of federal funding. Furthermore, the discussions have highlighted potential changes to previous funding levels.

The federal programs providing grants to the City include the following:

\$1.2 MM of Entitlement funding - Community Development Block Grant Funds (CDBG)

\$255,439 in HOME funds

\$3.5 MM in Housing Choice Voucher Funds (Section 8)

These programs are all based on serving low to moderate income individuals and neighborhoods within the City.

Purpose: These are in unprecedented and uncharted times. Generally, in the past, the City of West Allis would have received a letter from Housing and Urban Development (HUD) that indicates 2025 funding levels. The notice typically would have been sent in January or February. Staff would then compare the funding level provided in the letter to the estimated levels incorporated into the current City budget for such things as staff (i.e. Planning, Economic Development, Housing) and community activities such as healthy homes, domestic abuse, Code Enforcement.

The City applies to Milwaukee County for HOME funds. Various organizations have indicated reductions are being considered.

The Housing Choice Voucher funding or Section 8 is being funded at proration of the previous year funding until a budget is approved.

Background: Each year, the City of West Allis provides upfront funding to CDBG staffing or community activities. The federal process has not aligned with the City's fiscal year.



Once the Annual Plan is approved by HUD, the city is reimbursed. The time for disbursement of these funds by HUD has been getting later and later each year.

Impact: At this time, Staff continue to monitor the federal situation. With the federal funding for 2025 being unclear, programs that were approved for funding were informed to not assume funding or absorb costs that may not be reimbursed.

The potential changes in funding could have an impact on City Departments that include Health, Fire, Police, Code Enforcement, etc. Overall, 2024 could result in budget shortfall and increase the City’s portion of costs for programs. In addition, fundings is eliminated or reduced, some community programs might not occur such as Liberty Heights Wading Pool Staffing, health programs, housing rehabilitation, small business loans, commercial façade improvements, crime prevention or pedestrian safety improvements, etc.

As further information, the recommended FY 2025 Annual Plan Budget for CDBG is attached.

Programs supporting City Staff funded with CDBG 2025 funds:

CDBG Administration	\$310,230
Fair Housing	\$7,109
Code Enforcement	\$200,000
Health – Vermin Abatement	\$10,000
FIRE	\$5,000
Police – Gang Prevention	\$11,820
Domestic Violence Support	\$10,270
Community Service Officer	\$40,000
<u>Housing Rehab</u>	<u>\$28,750</u>
Total	\$623,179

Various professional organizations for federal programs that City staff monitors have indicated that Congressional discussions have included cutting the HOME program and reducing administrative fees for the Section 8 Housing Choice Voucher Program.



Contingency:

As we write this communication to the Common Council, Congress is debating a funding bill that will fund the government until September 2025. Based on drafts of legislation, there could be reductions and changes to various programs. Also, the process of how and when funds will be disbursed could be revised. Optimistically, if the City is awarded funds, there might be a reduction with a delay to when funds might reach the City. In a worse case scenario, funding might not be awarded and the City and activities will be dramatically impacted.

The following is what Staff is doing to prepare if changes should occur:

- 1. Continue to monitor the situation**
- 2. Exploring other grants and programs to assist community needs**
- 3. Flexibility or aligning staff time to other programs (i.e. Using program reserves or other grant opportunities)**
- 4. Planning differently for 2026**

Thank you for your review of this information. Again, Staff is sharing this update to draw attention to a possible budget impact that not only impact City operations but community programs. If you have any additional questions or comments, please feel free to call Steve Schaer or myself.

Regards,

Steve Schaer, AICP
Director of City Planning & Zoning

Regards,

Patrick Schloss,
Executive Director Economic Development



Additional Information:

The federal Community Development Block Grant (CDBG) program has been a critical source of federal funding for local communities across the United States, including the City of West Allis. On average, West Allis receives around \$1.2 million in CDBG funds through HUD. The funds work to address a variety of community needs that include job training, removing blighting influences, vacancy, assisting the creation of new businesses, and much more.

CDBG funds to entitlement communities are typically used to support community services serving low- and moderate-income residents (i.e. health programs, fire safety, domestic abuse program, early education, etc.), improve affordable housing, rebuild or add public infrastructure, economic development, and urgent needs after disasters.

West Allis' use of CDBG funds has continually made positive impacts on our community. Reduced funding or the possibility of freezing funding will challenge the delivery of services throughout our City:

1. Impact on Public Services:

CDBG funding also supports important social services:

- *Through a grant to Eras Senior Network, over **314** seniors were engaged, receiving assistance, transportation, home repairs, etc.*
- *For 49 weeks, **50** residents participated in the WISH program that is focused on assisting individuals and/or families facing domestic abuse situations*
- *Last year, **22** individuals received readiness job training and career counseling*
- *Provided staffing to the community wading pool, benefiting over **1,140** residents*

West Allis local nonprofit organizations rely on CDBG funds to provide services to low-income and disadvantaged populations. Reductions in funding may be forced to scale or eliminate their programs, further worsening social challenges in our City.

2. Affordable Housing Challenges:

CDBG funds are invested to assist low-income homeowners to address code and safety issues, reduce lead paint hazards, weatherize, energy efficiency, and to make homes accessible.

- *In 2024, funds were used to rehabilitate **nine** low-income single-family homes. The City averages rehabilitating between 8-12 homes a year depending funding and projects costs.*

A significant portion of CDBG funds often goes toward creating or maintaining affordable housing. With reduced funding, there may be fewer opportunities for low-income residents to access safe, affordable housing.



3. Economic Development Momentum:

West Allis CDBG funds are often used to stimulate local economic development, create jobs for low income residents, especially in underserved areas.

- *For every \$1 of CDBG funds loaned to a small business, an additional \$6 leveraged in private financing*
- *For every \$1 of CDBG funds granted to address blighted properties, an additional \$4 in private funds is leveraged*
- **32 jobs created in 2024 through economic development activities and 12 new or expanding business assisted**

Without sufficient CDBG funds, development projects may be delayed or canceled, hindering long-term economic growth and the creation of new job opportunities.

4. Condition of Public Improvements

CDBG funds have been an integral part of public improvements in the City:

- *Liberty Heights Park Pavillion improvement*
- *The addition of Rosevelt and Burnham Point Neighborhood Parks transformed vacant blighted lots and improved the living conditions within low income Census tracts.*
- *New pedestrian improvements to vehicle and pedestrian safety issues*

Through expenditure constraints and increased pressure on the local budget, these improvements would not have been completed unless for CDBG funding

5. Reduced CDBG Funding Challenges:

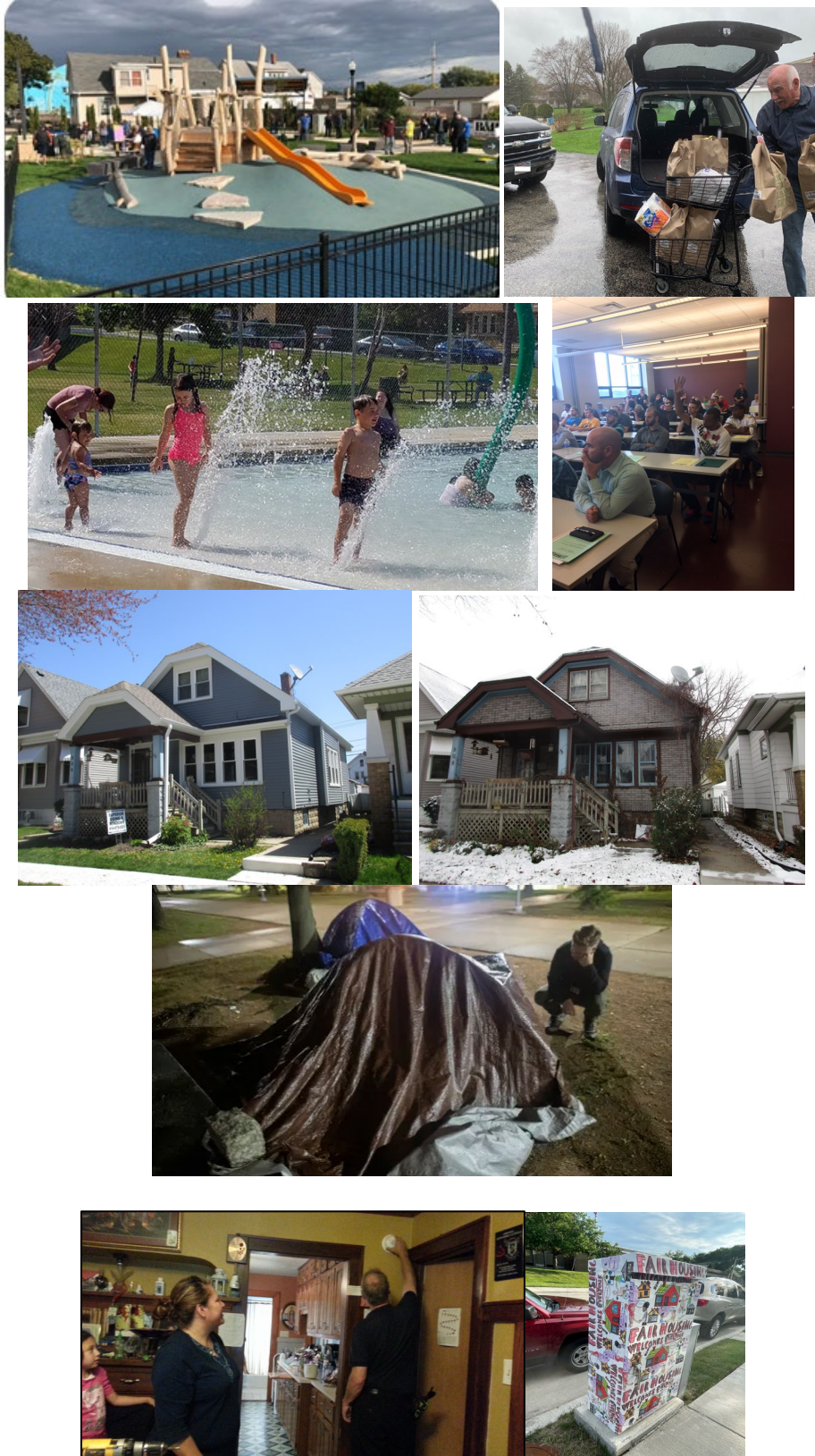
- **Vulnerable Citizens:** The primary purpose of the CDBG program is to benefit low- and moderate-income residents. Reductions in funding could disproportionately impact vulnerable groups such as seniors, individuals with disabilities, youth, and minorities could face greater challenges accessing services and support.
- **Local Priorities:** CDBG funds allow West Allis to respond to the unique needs and priorities of City. A reduction in funding would limit West Allis' ability to tailor programs and services to address the specific issues the city faces, such as neighborhood revitalization or environmental clean-up efforts.
- **Social and Economic Concerns:** CDBG Program works to address social issues from healthy homes, crime prevention such as gang enforcement, early childhood development, domestic abuse, and much more. Without funding, people would struggle with ongoing needs, potential for higher crime, and finding opportunities for advancement.

Conclusion:

In summary, reduced funding for the CDBG program in West Allis would likely result in diminished community development, lack of a program to repair older housing that is often an affordable housing option, cuts to vital social services, and a slowdown in local economic growth. The city could face increased pressure to make up for the lost funding, potentially creating a cycle of economic uncertainty that impacts all residents. The CDBG program is an essential tool for

community growth, and any significant cuts or freezing of funding would likely have widespread negative effects on the city and its residents.

Example of Programs



**CITY OF WEST ALLIS
RESOLUTION R-2025-0371**

RESOLUTION TO APPROVE AN AGREEMENT WITH LIME TO ALLOW SHORT-TERM COMMERCIAL RENTAL OF ELECTRIC SCOOTERS TO THE GENERAL PUBLIC

WHEREAS, Lime Scooters has expressed interest in entering into an agreement with the City of West Allis to provide short-term commercial rental of electric scooters to the general public within the City under the restrictions in law and a pilot agreement; and

WHEREAS, the City has prepared a pilot agreement for Common Council to consider approving another short-term contract set to expire on December 31, 2025; and

WHEREAS, in 2024, the City and Lime entered into an operating agreement in July. A total of 3,188 people used scooters, and those riders logged about 8,600 trips resulting in over 14,000 miles travelled during the final 6 months of 2024; and

WHEREAS, the council desires to allow Lime to operate this year to provide an alternate form of transportation and review usage, safety, and other data to determine the long-term viability of short-term commercial rental of electric scooters;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the pilot agreement attached hereto is approved and the mayor or his designee is authorized to execute the contract on behalf of the City

SECTION 1: **ADOPTION** “R-2025-0371” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0371(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

PILOT AGREEMENT

for the short-term commercial rental of electric scooters

The City of West Allis (“City”) and Neutron Holdings, Inc. d/b/a Lime (“Rental Company”) enter into this agreement for the short-term commercial rental of electric scooters to meet the requirements imposed by WAMC 10.23(3).

The parties agree to the following terms and conditions:

- 1) Definitions. All definitions under Wis. Stat. § 340.01 shall apply. In addition, the following terms have the associated meanings:
 - A) “Customer” means an individual who is eligible to rent an electric scooter owned by Rental Company.
 - B) “Deploy” means to be located in a public place within the City of West Allis
 - C) “Holidays” means New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.
 - D) “User” means an individual who is operating an electric scooter owned by Rental Company with permission from Rental Company.
- 2) Authorization. Rental Company is authorized to engage in the short-term commercial rental of electric scooters to the general public within the corporate boundaries of the City of West Allis under the restrictions in law and this agreement.
- 3) Term. This agreement shall commence on the date upon which all parties have executed it and shall expire on December 31, 2025.
- 4) Termination. This agreement may be terminated by either party at any time and without cause. If a party terminates the agreement, the party shall notify the other party by email. Termination shall be effective upon delivery of notice to the other party. Rental Company shall not allow Users to operate its electric scooters immediately upon termination. Any of Rental Company’s electric scooters that are still deployed within 72 hours after termination is effective may be removed under WAMC 10.23.
- 5) Modification. Modification to this agreement should only be permitted by mutual agreement.
- 6) Rental Company Representative. Rental Company shall provide City with the name and contact information for a locally based operations manager who is empowered and available to incorporate any modifications and receive notices related to this

agreement.

7) Restrictions

- A) Deployed electric scooters. City may establish a maximum number of electric scooters that can be deployed in City at any time for more than a 24-hour period. City shall notify Rental Company of the maximum number allowed and may adjust that number at any time by notifying Rental Company of any change.
- B) Insurance Requirements. A certificate of insurance acceptable to the City shall be evidence of the insurance requirements is to be provided. The certificate shall state that the issued insurance policies cover Rental Company and meet the requirements as outlined below. All certificates are to be provided before any electric scooter is deployed. If such certificate expires prior to the end date of this term, a current certificate shall be provided and must demonstrate that no lapse in coverage has occurred.
 - 1) Insurance companies must be acceptable to the City and should have a current A.M. Best rating of A-VIII or better.
 - 2) All policies shall be written on an occurrence form.
 - 3) Rental Company must provide the City either a copy of their Commercial General Liability and Auto Liability insurance policies, including all endorsements, or policy language and endorsements showing the Commercial General Liability and Auto Liability insurance policies meet the requirements of the Terms and Conditions. A COI provided by the applicant, if reviewed and approved by the City Attorney may also be acceptable.
 - 4) Minimum Insurance Requirements
 - (a) Workers' Compensation and Employer's Liability
 - (i) Workers' Compensation – Statutory Limits
 - (b) Commercial General Liability
 - (i) Commercial General Liability: \$1,000,000 each occurrence
General Aggregate: \$3,000,000 aggregate
 - (ii) Coverage must be equivalent to ISO form CG0001 or better.
 - (iii) The City shall be added as an additional insured via blanket endorsement.
 - (iv) Coverage shall apply to the risks associated with or arising out of the services provided under this Program.
 - (c) Auto Liability
 - (i) Combined Single Limit \$1,000,000 each accident
 - (ii) If the Applicant owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9)
 - (iii) Coverage shall apply to the risks associated with or arising out of the services provided under this Program/Application.

- C) **User Agreements.** Rental Company shall provide City with a copy of its standard user agreements.
- D) **Public Contact Information.** Rental Company shall provide a website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.
- 8) **Indemnification.** Rental Company assumes full liability for all of its acts in the performance of this agreement. Rental Company will defend, indemnify, and hold harmless City against all liabilities, judgments, costs and expenses which may be claimed by a third party against City which may result from the negligence or willful misconduct of the Rental Company, or the agents, employees, or workmen of the Rental Company, except to the extent arising out of or resulting from City's negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against City by reason of the negligence or willful misconduct of the Rental Company or Rental Company's agents, employees, workmen, the Rental Company assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys fees, or other expenses resulting therefrom. Rental Company shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided that Rental Company may not settle any lawsuit on behalf of City without City's written consent that either (1) requires City to admit liability, or (2) exceeds the limits of Rental Company's insurance policies. City shall cooperate in all reasonable respects with the Rental Company and its attorneys in the defense or settlement of such lawsuit; provided, that City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit. Rental Company shall have no obligation to indemnify the City for claims related to the right of way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the City. Nothing in this paragraph may be construed to waive any statutory or common law defenses available to the City against third parties in any subsequent action.
- 9) **Public Records.** Rental Company understands that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Program are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et. seq. Rental Company acknowledges that it is obligated to assist City in retaining and producing records that are subject to the Wisconsin Public Records Law and that the Rental Company must defend and hold City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this application, Rental Company's right to participate in the Program, and the Program itself.
- 10) **Electric Scooter Requirements.** Each electric scooter deployed by Rental Company

shall:

- A) Be equipped as required by Wis. Stat. §§ 347.489(1), 347.489(2), and 347.489(3).
- B) Be restricted to a maximum speed of 15 MPH, and further restricted in maximum speed in locations identified by City.
- C) Have visible language on each electric scooter and on the Rental Company's website and smartphone application which notifies the user that:
 - 1) Helmet use is encouraged while riding an electric scooter
 - 2) Sidewalk riding is prohibited
 - 3) Users are required to follow all rules of the road
 - 4) Electric scooters must be parked according to law
- D) Be equipped with an on-board GPS device capable of providing real-time location data
- E) Display a unique identification or serial number, Rental Company's name, and a toll-free phone number for 24-hour customer support.

11) Use Regulations

- A) User fees must be clearly and understandably communicated to the user prior to electric scooter use.
- B) Rental Company shall explain to all users the electric scooter parking regulations found in the West Allis Municipal Code in easily understandable formats through multiple mediatypes.
- C) Rental Company shall use geo-fencing to prohibit electric scooter operation in any area identified by the City's Director of Public Works
- D) Rental Company shall use geo-fencing to prohibit electric scooter parking in the following areas:
 - 1) Bridges
 - 2) Other areas identified by the City's Director of Public Works
- E) Rental Company shall remove any of its electric scooters that have remained unused for 24 hours.
- F) Rental Company shall immediately remove any of its electric scooters that are inoperable, submerged in water, or otherwise abandoned and may not return that electric scooter to service unless it is fully functional.

12) Data Sharing. Rental Company shall provide to City quarterly reports of the following information:

- A) List of reported parking complaints including: description, location of incident, description of company response, response time
- B) Incidents of electric scooter theft and vandalism
- C) Complaints received from the public
- D) Number of users participating in discount programs disaggregated by program type (low income, students, etc.), if applicable
- E) Accident/crash information

- F) Aggregate payment method information
- G) Trip origination and destination information

13) Administration Fee

- A) Rental Company shall pay the following fee to reimburse City for the cost of administering this agreement:
 - 1) \$500 per quarter, plus
 - 2) \$0.15 per ride that originates within the City during that quarter.
- B) Payments shall be received within 10 business days after the end of each quarter in a form of payment determined by the City treasurer.
- C) If payment to City is not timely received, the delinquent balance shall accrue monthly compounding interest at a rate of 1% for each calendar month in which payment is delinquent.

By signing below, the parties agree to be bound by the above terms and conditions.

Neutron Holdings, Inc. d/b/a Lime

Name:
Title:
Date:

City of West Allis

Name: Dan Devine
Title: Mayor
Date:



lime + West Allis

2024

8,595

Trips

3,188

Unique Riders

14,073

Miles Traveled



2024

Sustainability and Ridership Metrics

6.35 tons

CO2 Saved

1.14

TVD

1.64mi

Average Trip
Distance

1,128

First Time Riders



Average
Trip Rating

(4.4)



**CITY OF WEST ALLIS
ORDINANCE O-2025-0028**

**ORDINANCE TO REPEAL AND RECREATE PROVISIONS RELATED TO
PUBLIC HEALTH, SANITATION, AND ANIMALS**

REPEALING AND RECREATING CHAPTER 7

WHEREAS, WAMC Chapter 7 contains outdated language and laws; and

WHEREAS, the common council desires to update the code over time to use more modern language and contemporary rules;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

SECTION 1: **AMENDMENT** “7.19 Coal Tar Sealant Products” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

7.19 Coal Tar Sealant Products

1. Definitions. In this section:
 - a. “Coal tar sealant product” means a surface-applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6, or 208007-45-2.
 - b. “High PAH sealant product” means a surface-applied sealing product that contains more than 0.1 percent polycyclic aromatic hydrocarbons by weight.
2. Prohibitions.
 - a. No person may sell or offer for sale a coal tar sealant product or high PAH sealant product, except as provided in sub. (3).
 - b. No person may apply a coal tar sealant product or high PAH sealant product, except as provided in sub. (3).
3. Exemptions. The health department may grant an exemption to the prohibitions under sub. (2) to any of the following upon written request:
 - a. A person who is researching the effects of a coal tar sealant product or high PAH sealant product on the environment.
 - b. A person who is developing an alternative technology if the use of a coal tar sealant product or high PAH sealant product is required for research or development~~Whereas, the City of West Allis finds that the City's water resources are a natural asset, which enhance the environmental, recreational, cultural and economic resources of the area and contribute to the general~~

health and welfare of the public; and Whereas, the City finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants and other high PAH sealants, volatilize off sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by stormwater and other runoff into the water resources of the City; and Whereas, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms; and Whereas, PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealcoat treated pavements and playgrounds have a thirty-eight fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs or require use of sealcoat products that contain minimal PAH; and Whereas, environmental impacts and human health risks can be minimized and pavements can be maintained by utilizing alternative products or methods, absent PAHs; and Whereas, the following studies support the City's findings with regard to PAHs: Whereas, the City also finds based on said studies that regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of the City and neighboring water resources; Now, therefore, the Common Council of the City of West Allis do ordain as follows: Definitions. Enforcement. Violations of this section will be enforced by the Health Department, Police Department and City Attorney's office. Regulation of the Application and Sale of Coal Tar or Other High PAH Sealant Products. That PAHs, which are contained in coal tar sealants and other high PAH sealants, volatilize off sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by stormwater and other runoff into the water resources of the City of West Allis. PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms. Environmental impacts and human health risks can be minimized and pavements can be maintained by utilizing alternative products or methods, absent PAHs. That regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of and neighboring water resources; and PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealcoat treated pavements and playgrounds have a thirty-

eight-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs or require use of sealcoat products that contain minimal PAH. Baldwin AK, Corsi SR, Lutz MA, Ingersoll CG, Dorman R, Magruder C, Magruder M. (2017). Primary sources and toxicity of PAHs in Milwaukee-area streambed sediment. *Environmental Toxicology & Chemistry* 36: 1622-1635. US Environmental Protection Agency, Office of Research and Development, (2011), "Assessment of Water Quality of Runoff from Sealed Asphalt Surfaces". Van Metre PC and Mahler BJ. (2014). PAH concentrations in lake sediment decline following ban on coal-tar-based pavement sealants in Austin, Texas. *Environmental Science and Technology* 48: 7222-7228. Van Metre PC, Mahler BJ. (2010). Contribution of PAHs from coal-tar pavement sealcoat and other sources to 40 U.S. lakes. *Science of the Total Environment* 409: 334-344. Williams ES, Mahler BJ, Van Metre PC. (2012). Coal-tar pavement sealants might substantially increase children's PAH exposures. *Environmental Pollution* 164: 40-41. COAL TAR is a by-product of the process used to refine coal. Coal tar contains high levels of PAHs. COAL TAR SEALANT PRODUCT means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar or any variation assigned the Chemical Abstracts Service (CAS) Numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 or related substances. HIGH PAH SEALANT PRODUCT means any pavement sealant product that contains greater than 0.1% PAHs by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service Number 64742-90-1, 69013-21-4 or related substances. PAVEMENT SEALANT PRODUCT, or sealcoat, is any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar or asphalt based. POLYCYCLIC AROMATIC HYDROCARBONS (PAHs) are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life. DIRECTOR means the Health Commissioner of Health Department. Except as provided in Subsection (5), no person shall apply any coal tar sealant product or high PAH sealant product within the City. No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City. No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control. No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City. No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct

~~any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City. Exemptions. The Health Commissioner may exempt a person from a requirement of this section if the Health Commissioner determines that the person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; the use of the coal tar product or high PAH sealant product is required for said research; and the Health Commissioner determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health.~~

4. Penalty.

- a. Any person who violates this section shall be subjected to forfeiture not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).
- b. Each day that a violation occurs or continues is a separate offense and subject to an additional fine. Each incidence of a violation shall constitute a separate offense. Upon default of payment, the violator shall be subject to imprisonment in the Milwaukee House of Correction or Milwaukee County Jail until payment of such forfeiture and costs are paid but not in excess of the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes.

~~{Ord. O-2018-0020, 5/15/2018}~~

SECTION 2: ADOPTION “7.20 Smoking and Vaping” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.20 Smoking and Vaping(*Added*)

1. State Smoking Law Adopted. Wis. Stat. 101.123 is adopted as though fully set forth herein.
2. Additional Smoking Regulations. To protect the health and comfort of the public and pursuant to Wis. Stat. 101.123(4m), no person may smoke in the following locations:
 - a. On public property within 25 feet of an enclosed place where smoking is prohibited. Notwithstanding this provision, the person in charge of a restaurant, tavern, private club, or retail establishment may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke.
 - b. The Farmers Market at 6501 West National Avenue and the sidewalk surrounding the Farmers Market.

SECTION 3: ADOPTION “7.21 Animals” of the City Of West Allis
Municipal Code is hereby *added* as follows:

ADOPTION

7.21 Animals(*Added*)

1. Keeping of Wild Animals

- a. Prohibition. Pursuant to Wis. Stat. 169.43, no person may own, possess, keep, harbor, sell, or have custody or control of a live wild animal except as allowed below. Any person who violates this provision shall pay a forfeiture of not more than \$1,000.
- b. Exceptions. A person may own, possess, keep, harbor, or have custody or control of a live wild animal if any of the following applies:
 - i. The act is authorized by state law.
 - ii. The animal cannot survive living outside of water.
 - iii. The person is any of the following:
 - (1) An agent of an institution accredited by the American Zoo and Aquarium Association
 - (2) A licensed veterinarian
 - (3) An agent of a licensed veterinary hospital or clinic, a licensed circus, a licensed or accredited research or medical institution, or a licensed or accredited educational institution.
 - (4) An agent of any government-owned or -operated facility
 - (5) A holder of a valid federal permit to possess a particular wild animal
 - (6) Temporarily transporting a wild animal through the City if the transit time is not more than 24 hours and the animal is at all times maintained within a confinement sufficient to prevent the animal from escaping.

2. Keeping of Domestic Animals

- a. Prohibition No person may own, possess, keep, harbor, or have custody or control of a live domestic animal, as defined in Wis. Stat. 169.01(7) and Wis. Adm. Code ATCP 10.02, except as allowed below. Any person who violates this provision shall pay a forfeiture of not more than \$500.
 - i. A person make own, possess, keep, harbor, or have custody or control of a dog, cat, rabbit, ferret, mouse, rat, gerbil, hamster, guinea pig, chinchilla, fish, insect native to Wisconsin, non-poisonous amphibian, or indoor pet bird, as defined in Wis. Stat. 169.01(25m).
 - ii. A person may own, possess, keep, harbor, or have custody or control of an animal that is a service animal specifically trained to assist a person who has a disability.
- b. The health commissioner has issued to that person an animal fancier license to

- own, possess, keep, harbor, or have custody or control of that domestic animal. The health commissioner may issue a license only upon payment of the fee listed in the Fee Schedule, inspection of the premises where the animal will be kept, a determination that the particular animal will not endanger the applicant or the public, and verification that the applicant has the proper knowledge, facilities, and capacity to contain and properly care for the animal.
3. Quantity Limited. No occupant of a dwelling unit may own, keep, or harbor more than 2 domestic animals within that dwelling unit, except:
- a. Any cats or dogs under 5 months of age shall not be counted.
 - b. Up to 4 cats are allowed
 - c. A person may keep the number of animals allowed by an animal fancier license issued to that person.
4. Dog License. Wis. Stat. 174.05 is adopted as though fully set forth herein. The fee for a dog license is established in the Fee Schedule.
5. Cat License.
- a. License Required. The owner of a cat more than 5 months of age on January 1 of any year, or 5 months of age within the license year, shall annually, or on or before the date the cat becomes 5 months of age, pay the cat license fee and obtain a license. The owner of a cat shall pay the appropriate license fees listed in the Fee Schedule. A person is not required to license a cat if all the following applies:
 - i. The person took custody of an abandoned or stray cat on their property.
 - ii. The person delivered the cat to an entity contracting with the City under Wis. Stat 173.15 (1).
 - iii. The entity released that cat under Wis. Stat. 173.23(1m)(a) to the same person who took custody of it.
 - iv. The person paid the full cost of custody, care, vaccination, microchip implanting, spay or neuter surgery, and any other treatment prior to the entity releasing the cat to that person.
 - v. The person relinquishes possession of the cat on the same parcel where the person took custody of it, and
 - vi. No other cat has been released on the parcel.
 - b. Term. The license year for cats shall coincide with the license year for dogs.
 - c. Issuance and Display of License. Upon payment of the required cat license fee and upon presentation of evidence that the cat is currently immunized against rabies, the city clerk shall complete and issue to the owner a tag for the cat bearing a serial number and stating the date of its expiration, the owner's name and address, and the name, sex, and whether the cat is spayed or neutered. The owner shall securely attach the tag to a collar and place that collar on the cat for which the license is issued at all times except when that a cat is securely confined on private property. In the event that a license tag issued for a cat is lost, the owner may obtain a duplicate tag upon payment of the duplicate tag fee in the Fee Schedule.
6. Animal Fancier License. A person may apply to the health commissioner for an animal

fancier license. The applicant or licensee shall pay the appropriate license fees and late fees listed in the Fee Schedule. License year. The license year shall coincide with the license year for dogs.

- a. Qualifications. Before issuing an animal fancier license, the health commissioner may conduct an inspection of any premises where an applicant will keep the animal(s) subject to the license determine if the applicant is qualified. To qualify, the applicant shall prove all of the following:
 - i. All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
 - ii. The quarters in which the animals are kept shall be maintained in a clean condition and good state of repair.
 - iii. Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
 - iv. Food supplies shall be stored in rodent-proof containers.
 - v. Food and water containers shall be kept clean.
 - vi. Litter and/or bedding material shall be changed as often as necessary to prevent odor nuisance.
 - vii. Yards, pens, premises and animals shall be kept free of insect infestations.
 - viii. No nuisance caused by odor, noise or animals running at large shall be permitted.
- b. Issuance of License. Upon payment of the required animal fancier license fee and verification of the applicant's qualifications, the health commissioner shall issue to the owner an animal fancier license stating the animal(s) allowed, the date of its expiration, and the owner's name and address where the animals will be kept or harbored. In the event that a license is lost, the owner may obtain a duplicate license upon payment of the duplicate license fee in the Fee Schedule.
- c. Revocation of License. The health commissioner may revoke an animal fancier license in the same manner as a business license under WAMC 9.51 if the licensee no longer qualifies under this paragraph.

7. Animal Waste

- a. No person may allow an animal under that person's control to deposit fecal matter on any private property without the permission of the property owner or occupant.
- b. No person may allow an animal under that person's control to deposit fecal matter on any public property, unless that fecal matter is immediately removed.
- c. The owner or occupant of any private property shall promptly remove animal fecal matter has been deposited on that property and properly dispose of it.

8. Local Rabies Control Program. Wis. Stat. 95.21 is adopted as though fully set forth herein. Animals Running At Large. Every person who owns, possesses, keeps, harbors, or has custody or control of an animal shall keep the animal within 6 feet of the person and under control at all times unless the animal is on private property with the consent of the owner or occupant. Any person who violates this section shall

forfeit not less than \$25 nor more than \$100 for the first offense and not less than \$50 nor more than \$200 for subsequent offenses.

9. Feeding Wild Animals. Wis. Adm. Code NR 19.60 is adopted as though fully set forth herein. Any material placed solely for the purpose of attracting and feeding wild birds is a public nuisance if it attract rats, mice, raccoons, squirrels, or other vermin.

10. Penalty. Any person who violates a provision in this section for which no specific penalty is provided shall pay a forfeiture of not more than \$500.

SECTION 4: **ADOPTION** “7.22 Toxic Substances” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.22 Toxic Substances(*Added*)

1. Lead Poisoning or Exposure Control. Pursuant to Wis. Stat. 254.154, the owner of a property that contains a lead hazard shall:

- a. Submit a specific written plan for the abatement process to the Health Commissioner prior to commencement of any abatement project. The plan shall outline the scope of the work to be done, how the abatement is to be accomplished, who will be doing the work and how waste will be removed and discarded. When the abatement work is to be done by anyone other than the owner of the property, the Health Commissioner may require information which demonstrates the competence of that person and may require posting of an appropriate performance bond.
- b. Abate the lead hazard within 30 days after notification of the existence of a lead hazard at the property.
- c. While a lead hazard exists, post an easily read warning label measuring at least 8 inches by 10 inches on all outside entrance doors that says: "WARNING: LEAD HAZARD. EXTREME DANGER TO CHILDREN AND PREGNANT WOMEN"
- d. Temporarily relocate any tenants who occupy that property while lead abatement activities are being carried out. Rental payments shall be suspended for the duration of an abatement project on a pro-rata basis.

2. Enforcement

- a. Inspection. With the permission of an occupant or a special inspection warrant, the health commissioner may enter, at any reasonable time, a dwelling or premises undergoing any lead hazard reduction to determine if all persons engaged in lead hazard reduction have been appropriately certified if required under Wis. Stat. 254.176.

- b. Legal Action. The health commissioner may report any violation of Wis. Stat. 254.11 to 254.178 or rules promulgated, or orders issued, under those sections to the city attorney. The city attorney may enforce Wis. Stat. 254.11 to 254.178 and rules promulgated, and orders issued, under those sections. If a circuit court determines that an owner of a rented or leased dwelling or premises has failed to comply with an order issued under Wis. Stat. 254.11 to 254.178, the circuit court may order the occupants of the affected dwelling or premises to withhold rent in escrow until the owner of the dwelling or premises complies with the order.
- 3. Penalties. Any person who violates Wis. Stat. 254.11 to 254.178 or rules promulgated, or orders issued, under those sections may be required to forfeit not less than \$100 nor more than \$5,000 per violation. Each day of continued violation constitutes a separate offense.

SECTION 5: **ADOPTION** “7.23 Noise And Vibration” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.23 Noise And Vibration(*Added*)

- 1. Enforcement. The local health officer and any law enforcement officer may enforce the provisions of this section. A repeated or ongoing violation of this section is a public nuisance.
- 2. Noise Regulation. No person may cause or allow any noise tending to unreasonably disturb the peace and quiet of nearby persons unless the noise cannot be prevented or is necessary for the protection or preservation of property or persons.
 - a. The following noises are presumed to be reasonable:
 - i. The noise is specifically allowed by local, state, or federal law.
 - ii. The noise is caused by construction work performed at construction sites between 7:00 a.m. and 10:00 p.m.
 - iii. The person is causing noise by using outdoor property maintenance equipment between 7:00 a.m. and 10:00 p.m.
 - iv. The person is causing or allowing noise in compliance with the conditions of a government-issued license or permit.
 - v. Noise that is caused to request assistance or warn against an unsafe condition.
 - b. The following noises are presumed to unreasonably disturb the peace and quiet of nearby persons:
 - i. Night Hours. Between the hours of 10:00 p.m. and 7:00 a.m.,
 - (1) In an area zoned residential, noise that is audible under normal conditions from inside a dwelling unit, but only if that noise originates from outside that dwelling unit.

- (2) In an area zoned commercial or industrial, noise that is audible under normal conditions from a distance of 75 or more feet from the source of the noise, but only if that noise originates on a different property.
 - (3) On a premises containing a multi-family dwelling, noise that is audible under normal conditions from inside a dwelling unit, but only if that noise originates from outside that dwelling unit.
 - ii. Day Hours. Between the hours of 7:00 a.m. and 10:00 p.m., noise that is audible under normal conditions from a distance of 150 or more feet from:
 - (1) The real property line of the premises from which the noise originates, if originating private property, or
 - (2) †The source of the noise, if originating on public property.
3. Vibration Regulation. No person may cause or allow the operation of any device or combination of devices that creates vibration on another parcel that tends to unreasonably disturb the peace and quiet of persons not located on the property causing or allowing the vibration.
4. Variance.
- a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the regulations under this section. A new or renewal application for a variance shall be filed with the clerk along with payment of the fee listed on the Fee Schedule. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.
 - b. Public Hearing. Upon receiving an application under this subsection, the clerk shall schedule the matter for a public hearing before the common council. The clerk shall notify the variance applicant by mail or email of the hearing at least 10 days before the hearing. The clerk shall notify any property owners within 200 feet of the subject property by mail or email at least 10 days before the hearing.
 - c. Procedure at Hearing. The hearing shall follow this procedure at the public hearing:
 - i. The mayor or a designee shall describe the variance sought and establish the amount of time for comments by the applicant and the public. Any city staff may provide comments to the council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.
 - ii. The variance applicant may provide comments to the council.
 - iii. Any member of the public may provide comments to the council.

- d. Recommendation to the Common Council. After the close of the hearing, the Public Safety Committee shall recommend to the council whether to grant a variance permit and, if granted, impose any conditions necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with those conditions, and an expiration date for the permit. In deciding whether to recommend granting the permit, the Committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have.
 - e. Common Council Determination. The Common Council shall determine whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate.
 - f. Revocation. Noncompliance with any conditions imposed on the variance shall be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51.
 - g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an application for an initial variance.
5. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than \$100 nor more than \$500 for each offense. Each day that any violation continues shall be considered a separate offense.
6. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

SECTION 6: ADOPTION “7.24 Solid Waste And Yard Waste” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.24 Solid Waste And Yard Waste(*Added*)

1. Definitions. All terms and phrases used in state law shall have the same meaning in the context in which they are used in this section. In addition, the following terms have their corresponding meanings in this section:

Term	Meaning
<u>Director</u>	<u>The public works director or their designee</u>
	<u>Detached one-family, two-family, and three-family dwellings,</u>

<u>Eligible properties</u>	<u>condominium units, and attached one-family dwellings that are located within the City of West Allis</u>
<u>Terrace area</u>	<u>The right-of-way between a roadway and a sidewalk. If no space exists between a sidewalk and roadway, the part of the sidewalk closest to the edge of the roadway. If no sidewalk exists, the right-of-way closest to the edge of the roadway but not extending into the roadway.</u>

2. Designation. The director is authorized to enforce the provisions of this section.

3. Services Funded by the General Tax

a. Solid Waste Collection. Based on the schedule determined by the board of public works, the director shall collect solid waste from eligible properties that desire the service, and that service shall be funded by the general tax upon the property of the City if all the following applies:

i. The solid waste is contained in a receptacle approved by the director or properly presented for bulk pickup. Solid waste is properly presented for bulk pickup if all the following applies:

(1) All solid waste outside the approved receptacle does not exceed a combined 1 cubic yard in volume.

(2) The solid waste is no more than 3 rigid objects or containers presented in a manner that they can each be removed or emptied by a single person with ordinary effort.

(3) Containers shall have handles capable of supporting the weight within the container.

(4) The solid waste is packaged to ensure it will not be a source of food or harborage for rodents.

(5) The solid waste is presented in a manner that does not pose a threat of injury to persons or property.

(6) No object or container exceeds 50 pounds in weight.

ii. There are no more than 2 refuse receptacles and 2 recycling receptacles per residential unit served.

iii. All solid waste presented is in a condition so that no dust, ash, liquid, pet waste, or other material leaks out of the receptacle or into the air when the receptacle is tipped into the vehicle collecting that solid waste.

iv. The solid waste is placed at or near the collection point.

(1) The collection point for properties abutting an alley is on or near the property line abutting that alley.

(2) The collection point for properties not abutting an alley is on the terrace area or driveway apron adjacent to but not extending into the roadway.

v. The receptacle is airtight, watertight, and otherwise in a condition that prevents animals from accessing the contents of the receptacle.

vi. The receptacle is readily accessible without interference due to

vehicles, snow, or other obstructions and presented with the lid closed and its lid hinge located opposite the alley or roadway.

vii. Recyclable solid waste is stored within a recycling receptacle, and nonrecyclable solid waste is stored within a refuse receptacle. The following materials may not be included in any receptacles:

- (1) Yard waste
- (2) Acids
- (3) Explosives and ammunition
- (4) Paints, lacquers, and varnishes
- (5) Liquid fossil fuels or their containers
- (6) Combustible alloys or chemicals
- (7) Medical waste, unless contained within a proper separate container designed for that medical waste
- (8) Feces and pet waste, unless contained within a separate airtight container
- (9) Lithium ion batteries

viii. The receptacle weight is reasonable and evenly distributed so it can be maneuvered for collection service.

ix. The solid waste presented for collection does not create a danger for the public or the persons who are collecting that solid waste.

b. Yard Waste Collection. Based on the schedule determined by the board of public works and subject to any conditions imposed by the director, the director shall collect yard waste, except grass clippings, from eligible properties that desire the service, and that service shall be funded by the general tax upon the property of the City.

i. Leaves. Leaves may be placed up to 12 inches into the roadway next to the curb or on the shoulder if there is no curb.

ii. Yard and Garden Debris. Yard and garden debris such as weeds, flowers, vines, and fibrous stems, may be placed on the roadway next to curb or on the shoulder if there is no curb. Any fruit, seed, vegetable, or similar garbage that decomposes quickly or could be a food source for rodents may be composted or properly bagged and placed in a refuse receptacle, but may not be placed on the roadway or shoulder.

iii. Brush. Up to 1 cubic yard of clean woody vegetative material such as sticks, branches, and shrubs no greater than 4 inches in diameter may be placed in the terrace area.

c. Drop-Off Services. The director may accept solid waste and yard waste, except grass clippings, when delivered to the director's designated site by owners or occupants of eligible properties and may charge the fee established in the Fee Schedule to receive that solid waste or yard waste.

4. Services Funded by the Special Charge. The director may impose upon the property served the appropriate fee listed in the Fee Schedule for any of the following.

- a. Minimum Receptacles. The director shall deliver 1 refuse receptacle and 1 recycling receptacle to any eligible property if the property owner desires City service to remove solid waste from that property.
- b. Maximum Receptacles. A property owner may acquire additional receptacles but may not possess more than 2 refuse receptacles and 2 recycling receptacles for each residential unit located on an eligible property.
- c. Replacement Receptacle. When an existing receptacle is not capable of being presented in an airtight, watertight condition, the director may remove the non-functioning receptacle and deliver a replacement receptacle.
- d. Improperly Presented for Collection. When solid waste or yard waste is presented for collection in a manner that does not comply with this section, the director shall either:
 - i. Collect the improperly presented solid waste or yard waste for a fee, or
 - or
 - ii. Leave the improperly presented solid waste or yard waste in its place and notify the owner or occupant to remove the solid waste and properly dispose of it.
- e. Ineligible Solid Waste. When solid waste or yard waste that is not eligible for collection services from the City is presented for collection, the director shall either:
 - i. Collect that ineligible solid waste or yard waste for a fee, or
 - ii. Leave the in eligible solid waste or yard waste in its place and notify the owner or occupant to remove the solid waste and properly dispose of it.
- f. Custom Collection Point. When no occupant in a household is physically able to bring a receptacle to the proper collection point, the director and property owner may agree to utilize a custom collection point on the property that is readily accessible without interference due to vehicles, snow, or other obstructions.
- g. Overflowing Solid Waste. When any property served by a private refuse and recycling disposal service has a designated waste container that cannot be closed due to excessive solid waste within the container or has solid waste stored outside of the designated waste container, the director or the code enforcement director may cause all solid waste inside and outside that container to be removed. This provision applies to commercial containers located on private or public property, but if the removal is from private property, the director or code enforcement director shall comply with Wis. Stat. 66.0628(2m) before imposing a fee under this provision.

5. Collection of Fees

- a. Notice. Except as required by Wis. Stat. 66.0628(2m), the director may impose the fees above by providing the service with or without advance notice. As soon as practicable after providing the service, the director shall notify the property owner by first class mail or email of the following:
 - i. The address of the property served

- ii. The type of service rendered
 - iii. The date upon which the service was provided
 - iv. The cost allocated for the service
 - v. The right to contest the fee.
 - b. Appeal. The City adopts this appeal process in lieu of the process under Wis. Stat. Ch. 68.
 - i. Right to Appeal. An aggrieved person may contest a fee imposed under this section by submitting an appeal to the city clerk no later than 30 days after the date on the notice under par. (a).
 - ii. Clerk's Duty. If the clerk receives a timely appeal to any fee imposed under this section, the clerk shall place the appeal on the agenda for the next meeting of the administrative appeal review board.
 - iii. Board's Duty. The administrative appeal review board shall hear any appeal of a fee imposed under this section. The board shall first take evidence from the director, and then take evidence from the aggrieved person. Upon receiving all evidence, the board shall determine whether the fee was properly imposed and affirm, modify, or rescind the fee.
 - c. Special Charge. The director may place a fee on the tax roll as a special charge against the property served if that fee has remained unpaid after 30 days have elapsed since the notice of fee was sent and there is no pending appeal. For any fee imposed under this section that was timely appealed, the director may place that fee on the tax roll as a special charge against the property served only in the amount as it is affirmed or modified by the administrative appeal review board.
 - d. Fee Cancellation. The director may cancel any fee imposed under this section for good cause. The director shall cancel any fee that is rescinded on appeal.
- 6. Recycling Program. As a responsible unit under Wis. Stat. 287.09(1)(a), the City maintains the following programs to comply with Wis. Stat. 287.09(2):
 - a. Solid Waste Management Program
 - i. Public Education. The director shall, on a regular basis, inform residents of the City of the reasons to recycle, local opportunities to recycle, and the prohibitions in Wis. Stat. 287.07(3) and (4).
 - ii. Recyclable Processing System. The director shall develop a system for the processing and marketing of recyclable materials collected by the City.
 - iii. Nonrecyclable Processing System. The director shall develop provisions for the management of postconsumer waste that is not separated for recycling or recovery consistent with the highest feasible priority under Wis. Stat. 287.05(12).
 - b. Notices About Electronic Waste. The director shall provide information to City residents about the prohibitions under Wis. Stat. 287.07(5)(a), why it is

important to recycle electronic devices, and opportunities available to those persons for recycling electronic devices.

- Public Nuisance. The following conditions are public nuisances for which property
7. owners have an affirmative duty to prevent and abate. Any person who maintains a public nuisance under this section may be required to forfeit up to \$500 for each violation. Each day for which an ongoing violation continues shall constitute a separate offense. This provision does not preclude the City from taking any other lawful action to abate a public nuisance.
- a. Placement for Collection. No property owner may allow a receptacle to be placed at a collection point facing a roadway earlier than 6:00 p.m. on the day prior to a scheduled collection. No property owner may allow a receptacle to remain at a collection point facing a roadway later than 8:00 p.m. on the scheduled day of collection.
 - b. Storage Location. Except when a receptacle is presented for collection, no property owner may allow a receptacle to be stored on that person's property unless it is screened or otherwise stored inconspicuously from public view from the front setback of the property.
 - c. Container Size. No property owner may allow more solid waste to be stored outdoors on the property than the amount the receptacles on that property can hold.
 - d. Compost. Outdoor composts are public nuisances unless the property owner who maintains an outdoor compost complies with the following regulations:
 - i. The compost area may not pose an attraction or harborage for rodents or otherwise present a health nuisance.
 - ii. The compost area may not be located in the front setback
 - iii. The composting materials may not be located within 25 feet from any dwelling unit on the premises or any adjoining premises and not within 3 feet from any property line.
 - iv. No more than 3 compost areas may be located on a property, the total of which may not cover more than 25 square feet of the property.
 - v. No compost area may be more than 4 feet in height.
 - vi. Composting material shall be well-aerated so as to be free of offensive or noxious odors.
 - vii. No food waste or other such putrescibles shall be composted.
 - e. Offensive Waste. No property owner may allow any infectious waste, hazardous waste, or any other substance of offensive odor, or a liquid of a hazardous, flammable or deleterious nature, or other hazardous, nauseous or unwholesome substances, or any dead carcass, animal, fowl, carrion, meat, fish, entrails, manure or pet waste, offal, refuse matter, rubbish, recyclables, tires, ashes, earth, sand or other substances or material of any kind or nature in or upon any location or container not designed for the purpose of storing or disposing of that substance.
 - f. Grass Clippings. No property owner may allow grass clippings to be discharged or placed in or upon any public property, or to store grass clippings

on private property in such a manner that the grass clippings yield an offensive or nauseous odor.

8. Solid Waste Regulations. Any person who violates this subsection may be required to forfeit up to \$500 for each violation. Each day for which an ongoing violation continues shall constitute a separate offense.

a. Batteries, Major Appliances, and Oil. Wis. Stat. 287.07(1m) is hereby adopted.

b. Failure to Recycle. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any material identified under Wis. Stat. 287.07(3) and (4) that is separated for recycling.

c. Separation of Recyclables. The occupants of single-family residences, buildings containing 2 or more dwelling units, and commercial, retail, industrial and governmental facilities in the City shall separate the materials identified in Wis. Stat. 287.07 (3) and (4) from postconsumer waste.

d. Duty on Multi-Family Dwelling Owners. Owners of buildings containing 5 or more dwelling units shall do all of the following:

i. Provide adequate, separate containers for recycling.

ii. Notify tenants at the time of renting or leasing the dwelling and semiannually thereafter of all recycling requirements.

iii. Provide for the collection of recyclable materials separated from solid waste by the tenants and the delivery of the recyclable materials to a recycling facility.

e. Duty on Other Business Property Owners. Owners of commercial, retail, industrial and governmental facilities shall do all of the following:

i. Provide adequate, separate containers for recycling.

ii. Regularly notify all users and occupants of the facilities of all recycling programs.

iii. Provide for the collection of recyclable materials separated from solid waste by the users and occupants and the delivery of the recyclable materials to a recycling facility.

SECTION 7: ADOPTION “7.25 Human Health Hazards” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.25 Human Health Hazards(*Added*)

Per Se Human Health Hazards. Pursuant to Wis. Stat. 254.59(7)(a), the following acts, omissions, places, conditions, and things are specifically declared to be human health hazards

under Wis. Stat. 254.59:

1. General. Any substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public.
2. Air Pollution. The escape of excessive smoke, soot, cinders, acids, fumes, gases, fly ash, industrial dust, or other atmosphere pollutants that endanger human health or create noncompliance with applicable state or federal regulations.
3. Waste. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, or bird, animal, or human fecal matter that is not stored in a rodent, animal, and insect-proof container.
4. Holes and Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, or well; or any improperly abandoned, barricaded, or covered up excavation.
5. Unburied Carcasses. Carcasses of animals, birds, or fish not intended for human consumption or food, which are not buried or otherwise disposed of in a sanitary manner within 48 hours after death.
6. Breeding Places. Stagnant water, rotting lumber, bedding, packing material, scrap metal, or any material or substance in which flies, mosquitos, or disease-carrying insects, rats or other vermin can breed, live, nest or seek shelter.
7. Solid Waste. Any solid waste, as defined in Wisconsin Statutes Section Wis. Stat. 289.01(33), which is stored or disposed of in noncompliance with Wis. Adm. Code Ch. NR 500.
8. Toxic and Hazardous Materials. Any chemical and/or biological material that is stored, used, or disposed of in such quantity or manner that is or has the potential to create a health hazard.
9. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption. These substances include but are not limited to the chemical and/or biological substances listed in Chapter NR 809 of the Administrative Code titled "Safe Drinking Water."
10. Private Water Supply. Any private well that is constructed, abandoned or used and/or any pump installed in non-compliance with Chapter NR 812 of the Wisconsin Administrative Code.
11. Noxious Odors. Any use of property, substance or device that emits or causes any foul, offensive, noxious, or disagreeable odor deemed repulsive to the physical senses of ordinary persons or to the public as a whole.
12. Wastewater. The presence of wastewater or sewage effluent from buildings on any exposed ground surface, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.
13. Nonfunctioning and maintenance of building fixtures, including nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures considered necessary to

ensure a sanitary condition in a public building; any public restroom which is soiled by human waste or other waste and maintained in a filthy and/or unclean manner.

14. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy, and unfit for human habitation, occupancy, or use or renders any property unsanitary or unhealthy.

15. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City of West Allis that creates noncompliance with Wis. Adm. Code Chs. NR 102 and NR 103.

SECTION 8: **ADOPTION** “7.99 Penalty” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.99 Penalty(*Added*)

Unless a specific penalty is prescribed, any person who violates any provision of this chapter or willfully violates or obstructs the execution of Wis. Stat. Ch. 252, Wis. Adm. Code Ch. DNS 145, any state statute or rule that relates to the public health, county ordinance that relates to the public health, or order from the state department of health shall forfeit not more than \$500.

SECTION 9: **REPEAL** “7.01 City Health Commissioner” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.01 City Health Commissioner~~ (*Repealed*)

1. How Appointed. See Section 2.24 of this Code.
2. Powers and Duties. **[Ord. 6075, 2/16/1994]**
 - a. State Regulations. The Health Commissioner of the City shall have the powers and duties provided in Sec. 251.06(3) of the Wisconsin Statutes, the rules and regulations of the State Department of Health and Social Services, the regulations of the West Allis Board of Health and the ordinances of the City.
 - b. General Powers. In addition to the powers and duties set forth in Chapter 251 of the Wisconsin Statutes, the Health Commissioner shall:
 - i. Make an annual survey and maintain a continuous sanitary supervision over his territory.

- ii. Make a sanitary inspection periodically of all school buildings and places of public assemblage, and report thereon to those responsible for the maintenance thereof.
 - iii. Promote the dissemination of information pertaining to the causes, nature and prevention of prevalent diseases and the preservation and improvement of health.
 - iv. Take steps necessary to secure prompt and full reports by physicians of communicable diseases and prompt and full registration of births and deaths.
 - v. Keep and deliver to his successor a record of all official acts.
3. Right to Enter Premises. The Health Commissioner, and any persons acting under him, is hereby authorized to enter into and examine, at any time, all buildings, lots and places of all descriptions, within the City of West Allis, for the purpose of ascertaining the condition thereof, so far as the public health may be affected thereby, and it shall be the duty and right of said Health Commissioner to enter and examine, or cause to be entered and examined, all such buildings, lots and places for the purpose of ascertaining the condition thereof, so far as public health may be affected thereby, and whenever, in his judgment, he shall deem it necessary.
4. Assistance From Police and Others. The police and all magistrates and other civil officers and all citizens shall aid, to the utmost of their power, the Health Commissioner in the discharge of his duties and, on his requisition, the Chief of Police shall serve or detail one or more policemen to serve the notices issued by the Commissioner and to perform such other duties as he may require.
5. Interfering With Commissioner. No person, firm or corporation shall resist or obstruct the Commissioner of Health, or any of his assistants, while in the discharge of any duty, or who shall refuse or neglect to obey any direction given by the said officer, or his agents, in matters pertaining to his duties.

SECTION 10: **REPEAL** “7.02 Contagious Diseases” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.02 Contagious Diseases~~ (*Repealed*)

- 1. Definition. Communicable diseases. Such diseases as are, in fact, communicable, and so determined by the State Board of Health, by rule, shall be within the term "communicable disease," as used in this section.
- 2. Contact Cases in Schools. Upon the appearance of any dangerous communicable disease, the local Health Commissioner shall give written notice to the principal or teacher of each school, and the librarian of each library, of the names of all families where the disease exists. If the rules of the State Board of Health provide for the

exclusion from school of persons who live in homes where such disease exists, the Health Commissioner shall request the principal of the school to exclude from school all such persons, until a written order signed by the Health Commissioner, permitting attendance, is presented. When the principal or teacher of a school has been notified of the prevalence of a dangerous communicable disease in the School District, or when the principal or teacher of the school knows or suspects that a dangerous communicable disease is present in the school, he shall, at once, notify the Health Commissioner who must then investigate the matter.

3. Duty to Report Communicable Diseases. It shall be the duty of every physician called to attend a person sick with any of the diseases declared to be dangerous and communicable by the State Board of Health, within twenty-four (24) hours thereafter, to report, in writing or telephone, the name and residence of such persons to the Health Department of the City; and, where a physician is not called, it shall be the duty of the owner or agent of the building, in which such person resides, or of the head of the family or guardian in which such disease occurs to report, in writing or telephone, the name and residence of the patient to the Health Commissioner.
4. Quarantine and Placarding. When the Health Commissioner shall suspect or be informed of the existence of any communicable disease, he shall at once investigate and make or cause such examinations to be made, as are necessary. The diagnosis (report) of a physician, or the notification or confirmatory consent of a parent or caretaker of the patient, or a reasonable belief in the existence of such disease shall be sufficient evidence; and, having any of these, the Health Commissioner shall immediately quarantine, placard, isolate or require restrictions in such manner and upon such persons and for such time as the State Board of Health provides in its rules. The Health Commissioner shall be responsible for the prompt placing and removal of signs, shall investigate evasion of the laws and rules upon communicable disease and shall so act as to protect the public.
5. Interference with Placards. No person shall interfere with or obstruct the Health Commissioner or his duly authorized agent in the posting of any placard stating the existence of a case of any communicable disease in or on any place or premises, or the suspected existence of or contact with any such disease, nor shall any person conceal, mutilate, destroy or remove any such placard, except by the permission of the Health Commissioner. Whenever any duly posted placard has been concealed, mutilated, destroyed or removed, it shall be the duty of the occupant of the premises whereon such placard was posted to immediately notify the Health Commissioner thereof.
6. Public Funerals Prohibited in Certain Cases. A public or church funeral shall not be held for any person who has died of the communicable diseases designated by the State Board of Health as continuing to be dangerous during the funeral.
7. Parents Duty to Neglected and Affected School Children. Parents shall not permit children afflicted with a dangerous communicable disease to attend school. Neglect or refusal on the part of any principal or teacher to comply with the requirements of this section shall be sufficient cause for his dismissal.
8. Enforcement of State Regulations. The statutes of the State of Wisconsin, particularly Chapter 143 thereof, and the regulations of the State Board of Health pertaining to

communicable diseases, shall be enforced in the City by the Health Commissioner.

SECTION 11: **REPEAL** “7.03 Health Nuisances” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.03 Health Nuisances~~ (*Repealed*)

1. Nuisance Defined. Whatever is dangerous to human life or health, and whatever renders soil, air, water or food impure or unwholesome; whatever building or part or cellar thereof, if overcrowded, or not provided with adequate means of ingress or egress, or is not sufficiently supported, ventilated, sewerred, drained, lighted or cleaned is hereby declared to be a nuisance and unlawful, and every person having aided in creating or contributing to the same, or who may support or continue to retain any of them shall be guilty of a violation of this section and shall, upon conviction thereof, pay for all the expense of the abatement or removal of any of such nuisances.
2. Inspection of Premises. The Health Commissioner or his agents may enter into and examine any place at any time to ascertain health conditions, and no person shall refuse to allow such entrance at reasonable hours.
3. Abatement or Removal. If a health nuisance be found on private property, the Health Commissioner shall order, in writing, its abatement or removal within twenty-four (24) hours; and, if the owner or occupant fails to comply, he shall be in violation of this subsection, and the Commissioner or his agents may abate or remove the nuisance.
4. Cost of Abatement. The cost of abatement or removal of a nuisance by health officers may be collected from the owner or occupant, or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the health official, assessed against the real estate, as are other special taxes.
5. Expecterating in Public Places. No person shall spit, expectorate or deposit any sputum, spittle, phlegm, mucous, tobacco juice or wads of tobacco upon any sidewalk, crosswalk, alley or lane, or upon the floor, stairway, aisle of any theater, public hall or building, lodge hall, hotel or factory or any street car, bus or other public conveyance within the corporate limits of the City.
6. Maintenance of Privies.
 - a. Where Prohibited. No person, firm or corporation shall build or maintain any privy vault or vaults on any lot, part of lot or land fronting on any street or alley within the corporate limits of the City in which water pipes and sewers have been laid.
 - b. Restrictions on Location. Any privy vault or vaults maintained on any lot, part of lot or land fronting on any street, alley or public ground, which is not provided with public sewers and water pipes, shall not be located within four

(4) feet of the line of any lot, part of lot or land and shall be maintained water tight and in such sanitary conditions, as required by the Plumbing Inspector.

c. Cleaning.

- i. Any person, firm or corporation engaged in the business of emptying, cleaning, covering and removing the contents of any privy vault or cesspool shall obtain a license and perform said work, as required by the rules and regulations of the Commissioner of Health of the City.
- ii. No owner, occupant or agent of any premises, upon which a privy is maintained, shall be permitted to clean or remove the contents without the aid of a licensed scavenger, unless written permission is obtained from the Commissioner of Health and the work performed in the manner as therein directed.
- iii. The Commissioner of Health shall order the owner or agent of premises, upon which an offensive privy is maintained, to clean the same within the time directed by said order, and in case the owner or agent cannot be found, the Health Commissioner shall cause such offensive privy to be cleaned and the expense therefor to be collected as in cases of the removal or abatement of nuisances.

7. Cleaning of Rugs and Carpets.

- a. Restrictions. No person shall beat, shake or sweep any rugs, carpets, mats or similar articles in any public thoroughfare or in any court or area within fifteen (15) feet of any building or buildings occupied by more than two (2) families.

SECTION 12: **REPEAL** “7.032 Smoking Prohibition In Certain Areas” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.032 Smoking Prohibition In Certain Areas~~ (*Repealed*)

1. Findings. The Common Council of the City of West Allis finds that:
 - a. It is recognized that smoking of cigarettes and tobacco products is hazardous to an individual's health and affects the health of nonsmokers when they are in the presence of smoking.
 - b. Numerous scientific studies have found that tobacco smoke is a major contributor to indoor pollution.
 - c. Reliable scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing sidestream or secondhand smoke is a significant health hazard to nonsmokers; particularly to children, the elderly, individuals with cardiovascular disease and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.

- d. Health hazards induced by breathing sidestream or secondhand smoke include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction and bronchospasm.
- e. Air pollution caused by smoking is an offensive annoyance and irritant and smoking results in serious and significant physical discomfort to nonsmokers.
- f. The purported health benefits from electronic smoking devices have not been scientifically proven, and use of these devices has not been proven safe, either for their users or for bystanders. More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vapor inhalation. Clinical studies about the safety and efficacy of electronic smoking devices have not been submitted to the FDA for the more than four hundred (400) brands of electronic smoking devices that are on the market, and consumers have no knowledge of whether electronic smoking devices are safe; what types of concentration of potentially harmful chemicals the products contain; and what dose of nicotine the products deliver. The World Health Organization has strongly advised consumers against the use of electronic smoking devices until they are "deemed safe and effective and of acceptable quality by a competent national regulatory body." The World Medical Association has determined that electronic smoking devices "are not comparable to scientifically-proven methods of smoking cessation" and that "neither their value as therapeutic aids for smoking cessation nor their safety as cigarette replacements is established." A study has shown that heavy exposure to electronic smoking device vapor damages DNA in cell cultures and causes genetic instability that may lead to cancer. **[Ord. O-2016-0002, 7/5/2016]**
- g. Research indicates electronic smoking devices may lead youth to try other tobacco products. In addition, research indicates that youth who use electronic smoking devices are more likely to use tobacco products, including cigarettes, than those youth who do not use electronic smoking devices. **[Ord. O-2016-0002, 7/5/2016]**
- h. Electronic smoking devices are currently unregulated and have been proven to emit nicotine, ultra-fine particles, volatile organic compounds and other toxins. Inhalation of nicotine is proven to be dangerous to everyone, especially children and pregnant women. Exposure to ultrafine particles may exacerbate respiratory illnesses, such as asthma, and may constrict arteries which could trigger a heart attack. The volatile organic compounds, such as formaldehyde and benzene, found in electronic smoking device aerosols, as well as conventional cigarette smoke, are proven carcinogens. **[Ord. O-2016-0002, 7/5/2016]**
- i. A Harvard University health study found high levels of diacetyl in 39 of 51 unique flavors of chemicals used in electronic smoking devices. Diacetyl is associated with bronchiolitis obliterans and other severe respiratory diseases among workers who have inhaled heated vapors containing diacetyl. **[Ord. O-2016-0002, 7/5/2016]**

- j. Existing studies on electronic smoking devices' vapor emissions and cartridge contents have found a number of dangerous substances including: carcinogens such as formaldehyde, acetaldehyde, lead, nickel, and chromium; PM 2.5, acrolein, tin, toluene, and aluminum which are associated with a range of negative health effects such as skin, eye, and respiratory irritation, neurological effects, damage to reproductive systems, and premature death from heart attacks and stroke; inconsistent labeling of nicotine levels in electronic smoking device products; and in one instance, diethylene glycol, an ingredient used in antifreeze and toxic to humans. **[Ord. O-2016-0002, 7/5/2016]**
2. Purpose. This ordinance is adopted for the purpose of:
 - a. Protecting the public health, safety, comfort and general welfare of the people of the City of West Allis.
 - b. Clarifying and expanding upon the state's Smoking Ban Law enacted by 2009 Act 12 under the authority created by subsection 101.123(2)(c) of the Wisconsin Statutes and subsection 101.123(4m) as created by the Act.
 - c. Assisting owners, operators and managers in complying with state law and this ordinance.
3. Definitions. Except as set forth below, the definitions of subsection 101.123(1) of the Wisconsin Statutes are hereby adopted. In this section:
 - a. "City Buildings" means all City-owned or operated buildings and those portions of buildings leased or operated by the City.
 - b. "Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. It includes any such device whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, vape pen or any other product name or descriptor. **[Ord. O-2016-0002, 7/5/2016]**
 - c. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device which creates an aerosol or vapor in any manner or in any form or the use of any oral smoking device. **[Ord. O-2016-0002, 7/5/2016]**
4. Prohibition Against Smoking. No person may smoke in any of the following:
 - a. Any place prohibited by subsection 101.123(2) of the Wisconsin Statutes, which are expressly adopted and incorporated herein.
 - b. Any City building, including the grounds of the Farmers' Market. The grounds of the Farmers' Market shall include all areas where food is displayed or offered for sale except on dates for events specifically designated by the Common Council as community events. This prohibition shall not apply to

- designated smoking units of Beloit Road Housing.
- c. Any enclosed indoor area in any place prohibited by Subsection 101.123(2) of the Wisconsin Statutes.
 - d. Any City park or grounds while being used by the West Allis-West Milwaukee School District for school-related events.
 - e. Within the pool area at the Liberty Heights Pool. The pool area shall include the entire area inside the chain-link fencing. **[Ord. O-2012-0001, 1/17/2012]**
 - f. Within one hundred (100) feet of any playground, equipment, or recreational area owned by the City or the West Allis/West Milwaukee School District specifically designed to be used by children that has play equipment installed. Such prohibition shall not apply to a person located on private property. **[Ord. O-2016-0002, 7/5/2016]**
5. Exceptions. The prohibition against smoking shall not apply to any of the following: **[Ord. O-2016-0002, 7/5/2016]**
- a. Those places or areas set forth in Subsection 101.123(3) of the Wisconsin Statutes.
 - b. For the purpose of smoking electronic smoking device liquids in an electronic smoking device only, premises that are validly licensed under Section 9.74 of the Code as of November 1, 2016, and that prohibit minors from entering or remaining on the premises. Such exception shall become invalid if the premises is no longer validly licensed at any time or is unoccupied for a period greater than one (1) year. **[Ord. O-2016-0044, 9/6/2016]**
6. Interpretation. Whenever the provisions of the Wisconsin Statutes and this section conflict, the provisions of this section shall apply.
7. Outside Areas. Any person in charge of a restaurant, tavern, private club, or retail establishment that is subject to this ordinance may designate an outside area that is a reasonable distance from the entrance to said establishment where customers, employees, or persons associated with the establishment may smoke. The designated smoking area shall contain receptacles for trash and cigarette butts and shall be kept in a neat and orderly manner, and all trash or cigarette butts shall be placed in a proper receptacle.
8. Statute Adopted. Except as expressly altered by this section, the provisions of Section 101.123 of the Wisconsin Statutes are hereby adopted and incorporated herein.
9. Penalty.
- a. Any person who violates Subsection (4) or (7) shall forfeit not less than one hundred dollars (\$100.) nor more than two hundred fifty dollars (\$250.) for each violation.
 - b. Any person in charge who violates Subsection 101.123(2m) of the Wisconsin Statutes shall forfeit one hundred dollars (\$100.) for each violation.
 - c. In addition to the forfeiture, any person who violates the provisions of this ordinance shall pay the costs of prosecution, except for the crime laboratories and drug law enforcement surcharge under Subsection 165.755(1)(a) of the Wisconsin Statutes. Each day of violation shall constitute a separate offense.

10. Enforcement. Prior to issuing a citation to a person in charge for a violation of this ordinance, the Police Department shall first issue a written warning notice. Once a person in charge has been issued a warning, she/he may be issued citations for violations of this ordinance but not to exceed one hundred dollars (\$100.) in total for all violations of Section 101.123(2m) of the Wisconsin Statutes occurring on a single day.
11. No person shall use an electronic smoking device on school grounds. [Ord. O-2016-0002, 7/5/2016]

~~{Ord. O-2010-0016, 6/15/2010}~~

SECTION 13: **REPEAL** “7.033 Toxic Substances” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.033 Toxic Substances (Repealed)~~

1. State Laws Adopted.
 - a. The following provisions of the Wisconsin Statutes, as may be amended from time to time, describing, defining and prohibiting conduct, are hereby adopted by reference and made part of this subsection as if fully set forth herein:
 - Sec. 254.12- Use or sale of lead-bearing paints.
 - Sec. 254.154- Local authority.
 - Sec. 254.166- Response to reports of lead poisoning or lead exposure.
 - Sec. 254.30- Enforcement; penalties.
2. Definitions: For the purpose of this section, the definitions of words and phrases contained in Chapter 254 of the Wisconsin Statutes, and Chapter 163 of the State of Wisconsin Department of Health Services Administrative Code, as the same may be from time to time amended, are hereby adopted and by reference made part hereof with the same force and effect as if fully set forth herein.
3. Interpretation.
 - a. Whenever the word “department” is used, it shall be taken to mean West Allis Health Department for the purposes of inspection or enforcement; however the City of West Allis does not assume the role of the lead state agency for health risk assessment when promulgating rules, regulations, or limits for testing, testing limits, screening methods, or other analogous duties referenced in Chapter 254 of the Wisconsin Statutes
 - b. Whenever the phrase “may promulgate rules” is used, it shall be taken to mean that the West Allis Health Department will follow the State or Federal established rules or guidelines for the specified testing, action, inspection, or activity.
4. Lead Hazards Prohibited.

- a. No owner of any premises or dwelling shall create or allow to exist on that property any lead hazard. Upon notification of the existence of a lead hazard at any property, the owner shall abate such hazard within thirty (30) days, or such time as specified by the West Allis Health Department.
 - b. Warning Required. The owner of any premises or dwelling that contains a lead hazard shall post an easily read warning label measuring at least eight (8) inches by ten (10) inches on all outside entrance doors. The warning label shall state: WARNING: LEAD HAZARD. EXTREME DANGER TO CHILDREN AND PREGNANT WOMEN.
5. Abatement. Whenever the West Allis Health Department issues orders to abate a lead hazard, the owner of the premises or dwelling subject to the order shall do all of the following:
- a. Tenants to be Relocated. Tenants shall be relocated away from any premises where abatement activities are being carried out. Rental payments shall be suspended for the duration of an abatement project on a pro-rata basis.
 - b. Written Plan to be Submitted. A specific written plan for the abatement process shall be submitted to the Health Commissioner prior to commencement of any abatement project. The plan shall outline the scope of the work to be done, how the abatement is to be accomplished, who will be doing the work and how waste will be removed and discarded. When the abatement work is to be done by anyone other than the owner of the property, the Health Commissioner shall require information which demonstrates the competence of that person and may require posting of an appropriate performance bond.
 - c. Site Inspection. The Health Commissioner or designee may inspect premises or dwelling at which lead hazard abatement work is being performed at any time during the abatement process. Before the abated premises may be reoccupied, the Health Commissioner shall inspect the premises and perform whatever tests are necessary to assure removal of any lead poisoning hazards.
6. Enforcement; Penalties: The City of West Allis adopts Wisconsin Statute Sec. 254.30.

SECTION 14: **REPEAL** “7.035 Noise Control Regulations” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.035 Noise Control Regulations~~ (*Repealed*)

- 1. Statement of Purpose. The City of West Allis recognizes that excessive noise and vibration are serious threats to the public health and welfare, public safety, quality of

life and property values. Current science and technology permit abatement of noise and vibration sources which were not available in the past. Therefore, it is the policy of the City to prevent and abate excessive noise and vibration which may jeopardize the public health, safety or welfare or which would cause harm to property values or which would impair the quality of life within the City.

2. Definitions. All terminology used in this section, not defined below or elsewhere within the West Allis Revised Municipal Code, shall be given the definitions provided by applicable publications of the American National Standards Institute (hereinafter "ANSI") or its successor body.
 - a. "A-Weighted Sound Level" means the sound pressure level in decibels as measured on a sound level meter using the "A" weighting network. The level so read is designated as db(A) or dB(A).
 - b. "Ambient Noise" means the sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources from near and far.
 - c. "Authorized Emergency Vehicle" means the definition of this term as set forth in Sec. 340.01(3), Wis. Stats., and any subsequent modification, revision, or amendment of that term as set forth in that section of the Wisconsin Statutes.
 - d. "Commercial District" means any area of the City designated on the official West Allis Zoning Map, as commercial.
 - e. "Construction" means any activity necessary or incidental to the erection, demolition, assembling, altering, installing, repairing or equipping of buildings, roadways, or utilities, including land clearing, grading, excavating and filling.
 - f. "Day" means the hours between 7:00 a.m. and 9:59 p.m.
 - g. "dB(A)" means the symbol designation of a noise level, reported in decibels, using the A-weighting network of a sound level meter, as defined in ANSI S1.4, Specification for Sound Level Meters. For example, noise will be reported as seventy-two (72) dB(A). For purposes of this section, the noise shall be measured using the slow exponential time weighting characteristic of the sound level meter unless otherwise noted.
 - h. "Decibel" means a unit of measure of the volume of a sound.
 - i. "Emergency Work" means short-term operations which are necessary to protect the public health, safety and welfare of the citizens, including emergency utility and public works operations.
 - j. "Impulse Noise" means any sound of short duration, usually less than one (1) second, with an abrupt increase, rapid decay, and a peak value that exceeds the ambient noise level by more than ten (10) dB(A). Examples of sources of impulse noise include explosions, drop forge impacts, and the discharge of firearms.
 - k. "Industrial District" means any area of the City designated on the official West Allis Zoning Map as industrial.
 - l. "Maximum Sound Level" (hereinafter "Lmax") means the maximum sound level over a measurement interval determined by using a sound level meter set

- to "fast" response time.
- m. "Motor Vehicle" means any vehicle, including a combination of two (2) or more vehicles or an articulated vehicle, that is self-propelled, except a vehicle operated exclusively on a rail.
 - n. "Night" means the hours between 10:00 p.m. and 6:59 a.m.
 - o. "Noise Disturbance" means any sound or vibration which:
 - i. May disturb or annoy reasonable persons of normal sensitivities; or
 - ii. Causes, or tends to cause, an adverse effect on the public health and welfare; or
 - iii. Endangers or injures people; or
 - iv. Endangers or injures personal or real property.
 - p. "Person" means any individual, association, partnership, joint venture, company, or corporation.
 - q. "Place of Public Entertainment" means any building that is open to the public for entertainment purposes.
 - r. "Plainly Audible Sound" means any sound for which the information content is unambiguously communicated to the listener, such as, but not limited to, understandable speech, comprehension of whether a voice is raised or normal, repetitive bass sounds, or comprehension of musical rhythms, without the aid of any listening device.
 - s. "Power Tool" means any device powered mechanically, by electricity, by gasoline, by diesel fuel, or by any other fuel, which is intended to be used, or is actually used for, but shall not be limited to, the performance of such functions as cutting, nailing, stapling, sawing, vacuuming or drilling.
 - t. "Real Property Boundary" means an imaginary line along the ground surface and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.
 - u. "Residential District" means any area of the City, designated on the official West Allis Zoning Map as residential.
 - v. "Root Mean Square" (hereinafter "RMS") means the square root of the mean-square value of an oscillating waveform, where the mean-square value is obtained by squaring the value of amplitudes at each instant of time and then averaging these values over the sample time.
 - w. "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium resulting in compression and rarefaction of that medium and which propagates at finite speed to distant locations. The description of sound may include any characteristics of such sound, including duration, intensity, and frequency.
 - x. "Sound Level Meter" means an instrument, either Type I or Type II, as defined by the most current ANSI specifications. A sound level meter for purposes of this section shall contain at least an A-scale and both fast and slow response.
 - y. "Sound Pressure" means the instantaneous difference between the actual

pressure and the average or barometric pressure at a given point in space as produced by sound energy.

- z. "Sound Reproduction Device" means any device, instrument, mechanism, equipment or apparatus for the amplification of any sounds from any radio, computer, stereo, CD player, musical instrument, television, loudspeaker or other sound-making or sound-producing device or any device or apparatus for the reproduction or amplification of the human voice or other sound.
 - aa. "Stationary Noise" means noise the source of which is either affixed to or operated upon a fixed point of land, building, or other real property.
 - ab. "VdB" means the vibration level as measured in decibels. The reference velocity in the United States is one (1) micro-inch per second. It is calculated as $VdB = 20 \times \log_{10}(v / (1 \times 10^{-6} \text{ in./sec.}))$, where "v" is the RMS velocity amplitude, calculated as the average of the squared amplitude of the vibration, measured in inches per second.
 - ac. "Vibration" means a temporal and spatial oscillation of displacement, velocity, and acceleration in a solid material.
 - ad. "Vibration Velocity Level" (hereinafter "Lv") means ten (10) times the common logarithm of the ratio of the square of the amplitude of the RMS vibration velocity to the square of the amplitude of the reference RMS vibration velocity.
3. Scope and Enforcement. This section, in addition to other ordinances and statutes, shall apply to the control of noise and vibration originating within the City of West Allis. The West Allis Health Department is the primary agency responsible for the enforcement of this section, and the West Allis Police Department may also enforce the provisions of this section. The City of West Allis's policy is to comply with this section in its own operations and in the operations of its contractors and subcontractors.
4. Determining Sound Levels. Sound levels shall be measured using the following procedures:
- a. All persons conducting sound measurements to assess compliance with this section must be trained in the current techniques and principles of sound measurement equipment and instrumentation.
 - b. Sound level shall be measured with a Type 1 or Type 2 sound level meter that shall, as a minimum standard, conform to the specifications of ANSI S1.4-1983 (Revised 2001) with Amendments S1.4A-1995 for Type 1 or Type 2 sound level meters and be capable of both fast and slow meter response.
 - c. The following steps must be followed when preparing to take sound level measurements:
 - i. The sound level meter manufacturer's specific instructions for preparation and use of the sound level meter shall be followed.
 - ii. The sound level meter shall be calibrated periodically, in accordance with the manufacturer's instructions.
 - iii. When outdoor measurements are taken, a windscreen shall be placed over the microphone of the sound level meter in accordance with the manufacturer's instructions.

- iv. The sound level meter shall be placed at an angle to the sound source, as specified by the manufacturer's instructions, and placed at least four (4) feet above the ground. The meter shall be placed so as not to be interfered with during the taking of sound measurements.
 - v. Impulsive noise shall be measured with the sound level meter set for fast meter response; all other noise shall be measured with the sound level meter set for slow meter response.
 - vi. All sound level measurements shall be made using an "A" weighted network of the sound level meter.
5. Determining Vibration Levels. Vibration levels shall be measured using the following procedures:
- a. All persons conducting vibration measurements to assess compliance with this section must be trained in the current techniques and principles of vibration measurement equipment and instrumentation.
 - b. The instrument manufacturer's specific instructions for preparation and use of the instrument shall be followed.
6. Maximum Permissible Sound Levels.
- a. General Limitations. Except as enumerated in Subsection (8) of this section below, in the following zoning districts, the noise emitted from any source of stationary noise shall not exceed the following dB(A) limits at any point beyond one hundred twenty-five (125) feet outside of the real property boundary of the source of the stationary noise or beyond one hundred twenty-five (125) feet of the noise source on public property:

Sound Pressure Level		
Zone	Time	Decibel (dB(A) Level
Residential, Park District	10:00 p.m. to 6:59 a.m.	55 dB(A)
	7:00 a.m. to 9:59 p.m.	65 dB(A)
Commercial, Manufacturing	10:00 p.m. to 6:59 a.m.	60 dB(A)
	7:00 a.m. to 9:59 p.m.	70 dB(A)

- b. A reduction of five (5) dB(A) will apply to each of the limitations set forth under Subsection (6)(a) for all impulse noises.
 - c. When the ambient level is two (2) dB(A) or more above a noise limitation, a source may add no more than three (3) dB(A) to the ambient level.
7. Public Nuisance. Excessive noise and vibration, as defined in this section, is hereby deemed and declared to be a public nuisance and may be subject to summary abatement procedures, as provided in Section 7.03(3) and Section 18.04 of this Code. Such abatement shall be in addition to administrative proceedings, forfeitures, and penalties provided in this section.

8. Noise Disturbance Prohibited. No person shall make, continue, or cause to be made or continued, any noise disturbance. No person shall make, continue, or cause to be made or continued any noise which exceeds the noise limitations as set forth in this section.

Unamplified, noncommercial public speaking and public assembly activities conducted at conversational voice levels on any public property or public right-of-way shall be exempt from the operation of this article if such sound is not plainly audible beyond one hundred fifty (150) feet or does not infringe on the legitimate rights of others.

- a. Sound Reproduction Devices. No person shall operate, play, or permit the operation of or playing of any sound reproduction device at night that is plainly audible across a real property boundary. No person shall operate, play, or permit the operation of or playing of any sound reproduction device during the day that is plainly audible from one hundred fifty (150) feet beyond the real property line of the premises from which it emanates or from the source if located in a public street, public park, or other public place.
- b. Sound Amplification Device. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device at night that is plainly audible across a real property boundary. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device during the day that is plainly audible at a distance of one hundred fifty (150) feet.
- c. Loading and Unloading. No person shall load, unload, open, close, or otherwise handle boxes, crates, containers, building materials, garbage cans, or similar objects at night, in a manner that is plainly audible across a real property boundary.
- d. Domestic Power Tools. No person shall operate or permit the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device at night.
 - i. This subsection does not apply to snowblowers being used to remove snow that has fallen within the past twenty-four (24) hours.
- e. Tampering. No person shall remove or render inoperative any noise control device, element of design, or noise label of any product other than for the purpose of maintenance, repair, or replacement; no person shall modify or replace any noise control device to increase the sound pressure level of the device.
- f. Multifamily dwellings. No person shall make, continue, or cause to be made or continued any noise disturbance at night that is plainly audible in another occupied space within any multifamily dwelling within the real property boundary.
- g. Places of Public Entertainment. No person shall operate, play or permit the operation or playing of any sound reproduction device, sound amplifier, or similar device, or any combination thereof, which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater

than one hundred (100) dB(A), as read by the slow response on a sound level meter at any point that is normally occupied by a customer, unless a conspicuous and legible sign which is at least two hundred twenty-five (225) square inches in area is placed outside such place, near each public entrance, stating: "WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT."

- h. Train Warning Devices. No person owning or operating any railroad, or any of its agents and employees, shall cause the ringing of any bell or the blowing of any whistle or horn within the City limits on any locomotive under his/her control, except in the event of an emergency to avoid an impending accident or where otherwise permitted by state or federal law.
- i. Motor Vehicles.
 - i. Light Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of ten thousand (10,000) pounds' gross vehicle weight rating or less, including but not limited to passenger automobiles, light trucks or motorcycles, in excess of eighty (80) dB(A) at any location within the corporate limits of the City of West Allis. Measurement shall be made at a distance of fifteen (15) feet or more from the closest approach of the vehicle.
 - ii. Heavy Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of more than ten thousand (10,000) pounds' gross vehicle weight rating in excess of eighty-six (86) dB(A) in a zone with a speed limit of more than thirty-five (35) miles per hour. Measurement shall be made at a distance of fifty (50) feet from the closest approach of the vehicle in use.
- iii. Stationary Testing.
 - (1) Light Motor Vehicles. Motor vehicles of ten thousand (10,000) pounds' gross vehicle weight rating or less shall not exceed ninety-five (95) dB(A) at twenty (20) inches in a stationary run-up test. Such tests shall conform to the Society of Automotive Engineers Recommended Practices SAE J1169, a copy of which is on file in the office of the Health Commissioner.
 - (2) Heavy Motor Vehicles. Motor vehicles of more than ten thousand (10,000) pounds' gross vehicle weight rating shall not exceed eighty-eight (88) dB(A) measured at fifty (50) feet in a stationary run-up test. Stationary run-up tests shall conform to the Society of Automotive Engineers SAE Standard J366b, a copy of which is on file in the office of the Health Commissioner.
- j. Refuse Collection Vehicles and Compacting Equipment.
 - i. No person shall collect refuse or permit the collection of refuse with a refuse collection truck at night.
 - ii. No person shall operate or permit the operation of the compacting

equipment mechanism of any motor vehicle which compacts refuse at night.

- k. Vibration. No person shall operate or permit the operation of any device or combination of devices that creates vibration which exceeds the amounts listed in the table below, as measured at or across a real property boundary of the premises from which it emanates or from the source if located in a public street, public park, or other public place.

Event Frequency	L_v (VdB)
Frequent (more than 70 events per day)	72
Occasional	75
Infrequent (less than 30 events per day)	80

- 9. Exemptions. The provisions of this section shall not apply to the following:
 - a. The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work, or the emission of sound brought about by emergency conditions where such sound is a byproduct of activities necessary for the preservation of public safety or the protection of the health, safety and welfare of any person or property.
 - b. Warning devices necessary for the protection of public safety, the emission of any noise necessary for the protection of the health, safety, or welfare of person or property or to any noise which is either necessary or required by law.
 - c. The operation of authorized emergency vehicles.
 - d. Public works projects, at or adjacent to the construction site, as authorized by the United States government, the State of Wisconsin, and/or other political subdivisions.
 - e. Limited Exemptions for Construction Noise. The provisions of this section shall not apply to equipment used in commercial construction activities when such equipment has sound control devices no less effective than those provided in the original equipment, a muffled exhaust, and are in compliance with the pertinent standards of the United States Environmental Protection Agency.
 - i. No person shall operate or permit the operation of any equipment used in construction work at night or on Sunday.
 - (1) Emergency Work. The hour limitations in this subsection shall not apply to emergency work.
 - f. Special events permitted under section 6.032 of this Code.
 - g. Aircraft operations.
 - h. Any fireworks display permitted under and operated in compliance with Wis. Stat. Section 167.10.

- i. Any bells or chimes of any building clock, public or private school building, church, synagogue, or other place of religious worship.

10. Notice of Violation.

- a. When the ambient noise or vibration level of a noise producing device equals or exceeds the decibel limits provided in this section, the Health Commissioner or his/her designee shall serve a notice, by first-class mail, on the owner and occupant of the premises that is creating or maintaining the noise. The notice shall be dated, contain a description of the violation, require the person to remove or abate the condition described in the order within the time specified therein, and advise such person of the right to apply for a variance permit and the office or person to whom the variance permit application shall be filed.
- b. For violations of Subsection (8)(a) through (g), officers of the West Allis Police Department may issue a citation without prior notice of the violation.

11. Variance.

- a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the regulations under this section. A new or renewal application for a variance shall be filed with the clerk along with payment of the fee listed on the Fee Schedule. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.
- b. Public Hearing. Upon receiving an application under this subsection, the clerk shall schedule the matter for a public hearing before the common council. The clerk shall notify the variance applicant by mail or email of the hearing at least 10 days before the hearing. The clerk shall notify any property owners within 200 feet of the subject property by mail or email at least 10 days before the hearing.
- c. Procedure at Hearing
 - i. The mayor or a designee shall describe the variance sought. Then, the variance applicant may provide comments to the council.
 - ii. After the variance applicant has an opportunity to comment, any member of the public may provide comments to the council.
 - iii. Any city staff may provide comments to the common council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.
 - iv. (Reserved).
 - v. The amount of time for comments by the applicant and the public shall be set by the mayor prior to the beginning of the hearing.
 - vi. (Reserved).
 - vii. (Reserved)

- d. Recommendation to the Common Council.
 - i. After the close of the hearing, the Public Safety Committee shall recommend to the council a variance permit should be issued and, if issued, impose any conditions necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with any noise and vibration limitations and an expiration date for the permit. In deciding whether to recommend granting the permit, the Committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have.
 - e. Common Council Determination.
 - i. (Reserved).
 - ii. (Reserved).
 - iii. The Common Council shall determine whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate.
 - f. Revocation. Noncompliance with any conditions imposed on the variance shall be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51.
 - g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an application for an initial variance.
12. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) for each offense, together with the costs of prosecution. In default of payment thereof, the person shall be imprisoned in the Milwaukee County House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes. Each day that any violation continues shall be considered a separate offense.
13. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

SECTION 15: **REPEAL** “7.05 Refuse Collection” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.05 Refuse Collection (Repealed)~~

1. Definitions. As used in this Section.

- a. "Bulk refuse" means solid waste, exclusive of construction waste, which cannot be readily stored in approved containers. It includes, but is not limited to, furniture.
- b. "Commercial" means a business enterprise, except manufacturing, and the activities associated therewith. It includes, for the purpose of this Section, all mixed units (buildings, housing, business and residential), churches, public and parochial education institutions and charitable organizations.
- c. "Commercial container" means a receptacle for the storage of refuse on a multi-family or commercial premises, which is constructed, maintained and located as provided in Subsection (4)(b) below.
- d. "Composting" means a controlled biological reduction of organic yard waste to humus.
- e. "Condominium" means a premises subject to a condominium declaration under Chapter 703 of the Wisconsin Statutes, including household activities associated therewith.
- f. "Construction waste" means solid waste resulting from building construction, alteration or repair.
- g. "Department" means the Public Works Department of the City.
- h. "Director" means the Director of the Public Works Department and his duly authorized deputies and agents. **[Ord. O-2004-0012, 4/5/2004]**
- i. "Garbage" means discarded materials resulting from the handling, processing, storage and consumption of food.
- j. "Hazardous substance" means the meaning given in Wis. Stats. § 292.01(5).
- k. "Hazardous waste" has the meaning given in Wis. Stats. § 291.01(7).
- l. "Infectious waste" means solid waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. It includes isolation wastes, cultures and stocks of infectious agents and associated biologicals, human blood and blood products, pathological waste, contaminated sharps, contaminated animal carcasses, body parts and bedding.
- m. "Inorganic waste" means concrete, asphalt, brick, block, stone, ground and, for purposes of this subsection, sod.
- n. "Manufacturing" has the meaning given in Wis. Stats. § 70.995(a).
- o. "Multi-family" means a premises improved with a building containing four (4) or more dwelling units, including household activities associated therewith.
- p. "Person" means any person, firm, partnership, association, corporation, company or organization, which is acting as a group or unit.
- q. "Premises" means a designated parcel or tract of land and any buildings and structures thereon, established by plat, subdivision or otherwise as permitted

- by law, which is used or developed as a unit.
- r. "Refuse" means all components of the solid waste stream including, but not limited to, garbage, rubbish, trash and ashes.
 - s. "Residential" means a premises improved with a condominium unit or a building containing three (3) or fewer dwelling units, including the household activities associated therewith.
 - t. "Residential container" means a receptacle that is approved and issued by the Department for the storage of residential refuse between collections and required for the collection of residential refuse by the Department.
 - u. "Rubbish" means solid waste, excluding ashes and garbage., consisting of both combustible and noncombustible solid waste materials. It is specifically limited to small hand-carried objects which can be readily stored in approved refuse containers.
 - v. (Reserved)
 - w. "Solid Waste" means garbage, rubbish, ash, bulk refuse, yard and construction wastes and all other unwanted or discarded substances and material resulting from community activities.
 - x. "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six (6) inches in diameter; however, it does not include stumps, roots or shrubs with intact root balls.

2. Collection.

- a. Paid by General Tax. The Department will collect refuse from residential premises or a detached single-family residential unit on a commercial premises funded though the general tax without a separate fee against the property served, except the Department will not collect refuse under this subsection if that refuse is any of the following:
 - i. Prepared or stored or stored in violation of subsection (3).
 - ii. Collected from a multi-family, commercial, or manufacturing premises.
 - iii. Collected from a residential premises or detached single-family residential unit on a commercial premises if that unit is an adult family home under Wis. Stat. 50.01(1) or community-based residential facility under Wis. Stat. 50.01(1g).
- b. Paid by Special Assessment. The Department may collect refuse for a fee or special assessment against the property served for any refuse collection that is not paid by the general tax.

3. Preparation, Storage and Disposal.

- a. Residential. Except as provided in Paragraph (b) below, residential wastes shall be prepared and stored as follows:
 - i. Garbage. Garbage shall be drained of all free liquid and packaged by securely wrapping in several thicknesses of paper, placed in plastic bags or other similar means and stored in residential containers.
 - ii. Rubbish. Rubbish shall be stored in residential containers. Rubbish

- which may become airborne shall be securely wrapped and/or placed in plastic bags prior to being stored in a residential container.
- iii. Bulk Refuse. Small amounts of bulk refuse will be removed as ordinary refuse. Furniture and other bulk refuse not conforming to size and weight requirements may be collected, in accordance with Subsection (5) below.
 - iv. Construction Wastes. Small quantities of construction wastes resulting from the direct activity of the owner or occupant of the building shall be collected by the Department if securely tied in compact bundles, where applicable, not exceeding four (4) feet in length and seventy-five (75) pounds in weight. Lumber with protruding nails will not be collected. Construction wastes resulting from the activities of a contractor or other non-occupant of the premises will not be collected by the Department.
 - v. Inorganic Waste. Small quantities of inorganic wastes resulting from the direct activity of the owner or occupant of the property may be collected as part of the normal refuse collection, except as provided for under Subsection (5) below.
 - vi. Yard Waste. Yard waste shall not be collected by the Department. Residents wishing to dispose of certain types of yard waste generated on their properties may do so at a site(s) approved by the Director.
 - vii. Ashes. Ashes and similar material shall be dampened and placed in a secure, disposable container and stored with residential refuse.
 - viii. Animals. Small dead animals shall be enclosed in a plastic bag and placed in a secure cardboard box or other secure, disposable container.
 - ix. Manure and Other Noxious Wastes. Animal and fowl manure and/or other noxious wastes from residential properties shall be prepared and stored as residential refuse. Excessive quantities will not be collected from residential properties.
 - x. Deleterious Substances. Any substance whose collection, destruction or disposal would be harmful or dangerous to personnel or equipment shall not be included with refuse for collection. The term "deleterious substances" includes, but is not limited to, acids, blasting material, ammunition, paints, lacquers and varnishes, liquid fossil fuels or their containers, and combustible alloys or chemicals. Such deleterious substances shall be disposed of in accordance with rules promulgated by the Director.
 - xi. Infectious Wastes. Infectious wastes from residential properties shall not be included with refuse for collection and shall not be collected by the Department. Such wastes shall be prepared and disposed of in accordance with federal and state laws and rules promulgated by the Director.
- b. Multi-family, Commercial and Manufacturing. Garbage and refuse shall be

stored in commercial containers. All other solid wastes shall be stored in accordance with laws, statutes, ordinances and regulations as applicable.

4. Containers.

- a. Weight. The Department may decline to collect refuse from any residential container weighing over 75 pounds.
- b. Location. Containers shall be stored on the residential premises where the refuse is generated and not upon any other private property, or any street, alley or other public ground; except as provided herein for refuse collection from the premises. Containers shall not be stored on the front side of any home. All containers shall be placed in one area for collection. If a premise abuts an alley, containers shall be placed at the alley edge for collection. Properties not serviced by an alley collection shall locate refuse containers at the curb/street edge of the property on the scheduled day of collection. The Director may, for a fee listed in the Fee Schedule, pick up refuse containers from another location for any household in which no occupant is physically able to comply with the requirements of this paragraph. Containers shall be readily accessible to collectors without interference due to vehicles, snow or other obstructions. Containers shall not be stored in any location which creates or may create a public health hazard. Containers shall not be placed at the curb for collection before 6:00 p.m. on the day prior to the scheduled day of refuse collection and must be removed by 8:00 p.m. on the scheduled day of refuse collection.
- c. Multi-family, commercial and manufacturing containers shall be constructed, maintained and located as follows:
 - i. Construction. Containers shall be of substantial metal or plastic construction with covers which render the container waterproof.
 - ii. Location. Containers shall be located on the premises where the waste is generated or other private property in accordance with Chapter 12 of this Code; provided; however, the Board of Public Works pursuant to Section 11.165 of this Code may permit containers to be located on public property if a premises does not contain a suitable location for collection as determined by the Board. Containers shall not be located within any building on the premise, unless specific written approval is obtained from the Director.
 - iii. Capacity Required. The owner, occupant or managing agent of each premises shall provide sufficient containers to ensure adequate storage capacity for twice the normal collection period.
 - iv. Multiple use. Where multiple businesses located upon a single premises utilize a designated refuse storage container and such properties have more than one refuse container, the names and/or addresses of the businesses must be visibly located on the container assigned for their use.
- d. Special Charge. If a residential property does not have a residential container for refuse collection for each dwelling unit, the City shall furnish to that residential customer a residential container for each dwelling unit and assess

the cost thereof as a special charge upon the real estate, pursuant to Wis. Stat. § 66.0627(2).

5. Other Collection. Excessive quantities of refuse or refuse not prepared and stored for collection, as provided in Subsection (2) above, shall not be collected by the Department as part of its regular collection services. The owner or occupant of a premises where any such refuse is stored shall be responsible for its disposal. Such owner or occupant may apply to the Department for special collection of any such refuse, including delivery of such refuse to City collection sites. The Director shall promulgate rules governing special collection services and establish fees based upon actual costs for such services.
6. Composting. Yard waste, as herein defined, may be composted on any residential premises for use on the premises. Compost piles or bins shall be well-maintained so as not to pose an attraction or harborage for rodents or otherwise present a health nuisance. Compost piles or bins for composting shall not be located in front of any building or in any required yard under Chapter 12 and one (1) must be at least twenty-five (25) feet from any dwelling unit on the premises or any adjoining premises and at least three (3) feet from any property line. Each pile or bin may occupy a surface area no greater than twenty-five (25) square feet and may not exceed four (4) feet in height. No more than three (3) such piles and/or bins shall be permitted on any premises. Composted material shall be well-aerated so as to be free of offensive or noxious odors. No food waste or other such putrescibles shall be composted.
7. Public Nuisance. Refuse which is prepared or stored on any premises in a manner which creates or may create a public health hazard, safety hazard or blighting condition is hereby declared to be a public nuisance. The Director or Health Commissioner shall order, in writing, the immediate abatement or removal of any such nuisance. If the owner or occupant of the premises fails to comply with such order within the time prescribed, they shall be in violation hereof and the Director or Health Commissioner may cause the immediate abatement or removal of the nuisance. The cost of such abatement or removal by the Director or Health Commissioner may be collected from the owner or occupant of the premises or upon certification by the Director or Health Commissioner, assessed for real estate as other special taxes. Such costs shall be in addition to any forfeiture imposed for violation hereof. [Ord. O-2004-0012, 4/5/2004]
8. General Regulations.
 - a. It shall be unlawful for a person to place, throw or leave any solid, infectious or hazardous waste, slop, dirty water or other liquid of offensive odor, or a liquid of a hazardous, flammable or deleterious nature, or other hazardous, nauseous or unwholesome substances, or any dead carcass, animal, fowl, carrion, meat, fish, entrails, manure, offal, refuse matter, rubbish, recyclables, yard waste, tires, ashes, earth, sand or other substances or material of any kind or nature in or upon any sewer, stream, ditch or other watercourse, sidewalk, gutter, street, alley or upon any private premises or public place, park or grounds in the City of West Allis.
 - b. It shall be unlawful for a person to allow grass clippings to be discharged or

placed in or upon any sewer, stream, ditch or other watercourse, sidewalk, gutter, street, alley or upon any public place, park or grounds in the City of West Allis, or to store grass clippings on private property in such a manner that the grass clippings yield an offensive or nauseous odor.

- c. It shall be unlawful for a person to allow any slop, dirty water, or hazardous, flammable or deleterious liquid or any liquid of offensive odor or of otherwise nauseous or unwholesome character, to flow from any premises into or upon any street, gutter, sidewalk, alley, road or other public ground, or upon any vacant land in the City of West Allis.
 - d. It shall be unlawful for a person to allow fruit from a tree or a shrub located on such person's premises to drop onto and remain upon any street, gutter, sidewalk, alley, road or other public ground.
 - e. It shall be unlawful for a person to pick through, sort, scavenge or remove refuse from any premises in the City of West Allis when such refuse is stored in approved containers or otherwise stored for collection in accordance with this ordinance and any applicable Department rules, unless permission has been first obtained from the owner of the premises This prohibition does not apply to city employees engaged in the collection process or enforcement of the provisions of this section.
9. Penalties. Any person violating the provision of this section shall be subject to the penalties provided in Section 7.16 of this chapter.
10. Director to Establish Rules. The Department is hereby designated as the agency to administer the provisions of this section, and the Director shall prepare, promulgate and enforce such additional rules, regulations and conditions required by this section or deemed necessary for its implementation. Such rules, regulations and conditions shall be subject to approval by the Board of Public Works and shall be filed with the City Clerk.
11. Applicability. The requirements of this section apply to all persons within the City of West Allis. All property owners shall ensure that their tenants or occupants comply with this section at the property or properties the owner owns regardless of whether the owner occupies the premises. [Ord. O-2016-0025, 5/3/2016]

~~{Ord. 6129 (repeal and recreate), 10/18/1994; Ord. 6166, 6/20/1995; Ord. 6533 (repeal and recreate), 10/3/2000}~~

SECTION 16: **REPEAL** “7.051 Recycling” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.051 Recycling (Repealed)~~

1. Purpose. The purpose of this section is to promote recycling and resource recovery through the administration of an effective recycling program, as provided in § 287.11 of the Wisconsin Statutes, and Chapter NR 544, Wis. Administrative Code. **[Ord. 6534, 10/3/2000]**
2. Statutory Authority. This section is adopted as authorized under § 287.09(3)(b) of the Wisconsin Statutes. **[Ord. 6534, 10/3/2000]**
3. Abrogation and Greater Restrictions. It is not intended by this section to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this section imposes greater restrictions, the provisions of this section shall apply.
4. Interpretation. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by Wisconsin Statutes, or by a standard in Chapter NR 544, Wis. Administrative Code, and where the section provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Chapter NR 544 standards in effect on the date of the adoption of this section, or in effect on the date of the most recent text amendment to this section.
5. Applicability. The requirements of this section apply to all persons within the City of West Allis. All property owners shall comply or shall ensure that their tenants or occupants comply with this section at the property or properties the owner owns regardless of whether the owner occupies the premises. **[Ord. O-2016-0025, 5/3/2016]**
6. Administration. The Director of Public Works shall administer the provisions of this section.
7. Rules. The Director is hereby authorized to prepare, promulgate and enforce such rules and regulations as may be required or deemed necessary for the administration and enforcement of this section. Such rules and regulations shall be subject to the approval of the Board of Public Works and shall be kept on file in the office of the City Clerk.
8. Definitions. As used in this Section:
 - a. "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
 - b. "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
 - c. "Department" means the Public Works Department.
 - d. "Director" means the Director of Public Works or his agents.
 - e. "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - i. Is designed for serving food or beverages.

- ii. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- iii. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- f. "HDPE" means high-density polyethylene, labeled by the SPI code #2.
- g. "LDPE" means low-density polyethylene, labeled by the SPI code #4.
- h. "Magazines" means magazines and other materials printed on similar paper.
- i. "Major appliance" means a residential or commercial air conditioner, furnace, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, water heater, boiler or dehumidifier.
- j. "Multiple-family dwelling" means a property containing five (5) or more residential units, including those which are occupied seasonally.
- k. "Newspaper" means a newspaper and other materials printed on newsprint.
- l. "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties, churches, public and parochial education institutions, charitable organizations and, for purposes of this section, includes all mixed-used facilities (properties or buildings housing business and residential units). This term does not include multiple-family dwellings.
- m. "Office paper" means high-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. This term does not include industrial process waste.
- n. "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
- o. "Person" means any person, firm, partnership, association, corporation, company or organization acting as a group or unit, as well as an individual.
- p. "PETE" means polyethylene terephthalate, labeled by the SPI code #1.
- q. "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- r. "Post-consumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in § 291.01(7) of the Wisconsin Statutes, waste from construction and demolition of structures, scrap automobiles or high-volume industrial waste, as defined in § 289.01(17) of the Wisconsin Statutes. **[Ord. 6534, 10/3/2000]**
- s. "PP" means polypropylene, labeled by the SPI code #5.
- t. "PS" means polystyrene, labeled by the SPI code #6.
- u. "PVC" means polyvinyl chloride, labeled by the SPI code #3.
- v. "Recyclable materials" includes lead-acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers,

waste tires; and, bi-metal containers.

- w. "Residential properties" means any property containing four (4) or fewer dwelling units and the household activities associated therewith but does not include any community-based residential facility or adult family home. "Residential properties" also includes properties developed as condominiums.
- x. "Solid waste" has the meaning specified in § 289.01(33) of the Wisconsin Statutes. **[Ord. 6543, 10/3/2000]**
- y. "Solid waste facility" has the meaning specified in § 289.01(35) of the Wisconsin Statutes. **[Ord. 6543, 10/3/2000]**
- z. "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.
- aa. "SPI" means Society of the Plastic Industry.
- ab. "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- ac. "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six (6) inches in diameter; however, it does not include stumps, roots or shrubs with intact root balls.

9. Separation of Recyclable Materials. Property owners shall ensure that all tenants and occupants of properties the owner owns comply with this section. Tenants and occupants of residential properties, multiple-family dwellings, and nonresidential facilities and properties shall separate the following materials from post-consumer waste: **[Ord. 6543, 10/3/2000; Ord. O-2016-0025, 5/3/2016]**

- a. Lead acid batteries.
- b. Major appliances.
- c. Waste oil.
- d. Yard waste.
- e. Aluminum containers.
- f. Bi-metal containers.
- g. Corrugated paper or other container board.
- h. Glass containers.
- i. Magazines.
- j. Newspaper.
- k. Rigid plastic containers made of PETE (#1) and HDPE (#2).
- l. Steel containers.
- m. Waste tires.

In addition to the separation of the above listed recyclables, nonresidential properties shall also separate office paper from the waste stream.

10. Preparation, Storage, and Collection of Recyclable Materials. Once separated in accordance with Paragraph (9) above, recyclable materials, to the greatest extent possible, shall be clean and kept free of contaminants such as food, oil or grease and

other nonrecyclable wastes. The Department shall collect recyclable materials from residential properties which are prepared and stored as provided in this subsection. Recyclables which are prepared for collection, as described herein, should be screened from public view. Recyclables placed at the curb or alley edge for collection may not be set out before 6:00 p.m. on the day prior to the scheduled day of recyclable collection. The Director may, for a fee listed in the Fee Schedule, pick up recycling containers from another location for any household in which no occupant is physically able to comply with the requirements of this paragraph.

- a. Aluminum containers, bi-metal containers, glass containers, rigid plastic containers (SPI code #1-2) and steel containers shall be prepared and stored in a container as approved by the Director and placed at the curb or alley edge on the day of collection.
- b. Corrugated paper or other container board shall be flattened, reduced to a size no greater than two feet by two feet (2' x 2'), securely bundled and placed at the curb or alley edge on the day of collection.
- c. Magazines and newspaper shall be securely bundled or contained in a typical Kraft (grocery) paper bag and placed at the curb or alley edge on the day of collection.
- d. Lead acid batteries will not be removed by the Department. Persons shall dispose of such batteries by returning them to a retail distributor or recycling facility.
- e. Major appliances will not be removed by the Department. Persons shall contact a private hauler appropriately licensed by the state for the transfer and disposal of said appliances.
- f. Waste oil must be disposed of at an approved waste oil recovery site.
- g. Yard waste shall be managed in accordance with the provisions of Section 7.05 of this Chapter.
- h. Antifreeze shall be disposed of at a drop-off site designed by the Director.
- i. Waste tires may be returned to the retailer or at a drop-off site designated by the Director.
- j. The Director shall promulgate rules governing special collection and/or drop-off services and establish fees based upon the actual costs providing such services.

11. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

Owners or designated agents of multiple-family dwellings shall do all of the following to recycle materials specified in Paragraphs (9)(e) through (l):

- a. Provide adequate, separate containers for the recyclable materials.
- b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
- c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
- d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation,

and a contact person or company, including a name, address and telephone number.

12. Responsibilities of Owners or Designated Agents of Nonresidential Facilities and Properties. Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in Paragraphs (9)(e) through (m), including office paper.
 - a. Provide adequate, separate containers for the recyclable materials.
 - b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
13. Prohibitions on disposal of recyclable material separated for recycling. [**Ord. 6143, 12/6/1994**]
 - a. No person may dispose of, in a solid waste disposal facility or burn in a solid waste treatment facility, any of the material specified in Paragraphs (9)(e) through (m), which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
 - b. This prohibition may be waived by the Director for specific recyclables, if the Wisconsin Department of Natural Resources has granted a variance in accordance with § 287.11(2m) of the Wisconsin Statutes, or NR 544.14, Wisconsin Administrative Code. [**Ord. 6543, 10/3/2000**]
14. Scavenging. [**Ord. 6143, 12/6/1994**]
 - a. It shall be unlawful for any person, other than authorized employees of the Department, to pick through, sort, scavenge or remove recyclable materials from a private residential property, when such recyclables are sorted and stored for collection as prescribed in this section.
 - b. It shall be unlawful for any person other than those approved by the owner or manager to pick through, sort, scavenge or remove recyclable materials from multiple-family dwellings and/or private nonresidential facilities or properties.
15. Enforcement. [**Ord. 6143 (repeal, recreate & renumber), 12/6/1994**]
 - a. For the purpose of ascertaining compliance with the provisions of this section, any authorized officer, employee or representative of the Department may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties and any records relating to recycling activities, which shall be kept confidential, when necessary, to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Department, who requests access for purposes of

- inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- b. Any person who violates any provision of this section is subject to a forfeiture, as set forth in Subsection (c). The issuance of a citation or summons and complaint shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation or summons and complaint under this section.
 - c. Penalties for violation of this ordinance may be assessed as follows:
 - i. Any person who violates paragraph (13) shall be subject to a forfeiture of fifty dollars (\$50) for the first violation, two hundred dollars (\$200) for a second violation, and not more than two thousand dollars (\$2,000) for a third or subsequent violation.
 - ii. Any person who violates a provision of this section, except paragraph (13), shall be subject to a forfeiture of not less than ten dollars (\$10) nor more than one thousand dollars (\$1,000) for each violation.
 - iii. Each and every day that a violation continues constitutes a separate offense.
 - iv. In addition to the forfeiture, the costs of prosecution shall be imposed; and, in default of payment of said forfeiture and costs, punishment shall be suspension of the defendant's operating privilege, pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes, or by imprisonment in the Milwaukee County House of Correction or Milwaukee County Jail until payment of the forfeiture and costs, but not in excess of the number of days set forth in sec. 800.095(4) of the Wisconsin Statutes.

~~{Ord. 6114, 8/2/1994}~~

SECTION 17: **REPEAL** “7.055 Waste Oil Receptacle Regulations” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.055 Waste Oil Receptacle Regulations (Repealed)~~

- 1. Authority of Department. The Director of Public Works may, with the approval of the Board of Public Works, from time to time establish appropriately sited and equipped locations for the depositing of used or waste motor oil for the purposes of disposal of the same.
- 2. Regulations for Use of Disposal Site.
 - a. Only waste motor oil shall be deposited for disposal at such sites. Other forms of grease or fat shall not be disposed of at such sites.

- b. All waste oil deposited for disposal at such sites shall be deposited within the receptacle provided. The leaving of waste oil at the disposal site in containers other than the receptacle provided shall be prohibited.
 - c. No person shall spill or cause to be spilled any waste motor oil on the ground, either at such waste oil disposal site or anywhere else in the City of West Allis.
3. Violations of this section shall be punished, as provided by Section 7.16(d) of the Revised Municipal Code.

SECTION 18: **REPEAL** “7.06 Noxious Chemicals” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.06 Noxious Chemicals~~ (*Repealed*)

- 1. Use of Buildings Regulated. It shall be unlawful to construct, erect or rebuild any building, structure or factory in the City to be used for the purpose of manufacturing or compounding odd chemicals, extracts or any other substances which give off or emit any nauseous or offensive odors or smells, unless a permit therefor is first obtained, as herein provided.
- 2. Building Permit Required. Application for a permit is to be made to the Building Inspector, who shall issue a permit upon satisfactory proof being filed in his office that all the requirements of the municipal building, electrical, wiring, heating, ventilating and plumbing codes are duly met, and that the safety requirements of the Industrial Commission of the State of Wisconsin are complied with. The Building Inspector shall have the power to impose such additional safeguards and requirements as he deems necessary and advisable to properly protect the inhabitants of the City.
- 3. Storage Prohibited. It shall be unlawful to use any structure, building or factory in the City for the storing of nitric, sulphuric or other acids or chemicals which emit fumes or vapors injurious to health and comfort of the inhabitants of the City.

SECTION 19: **REPEAL** “7.07 Heating Of Occupied Buildings” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.07 Heating Of Occupied Buildings~~ (*Repealed*)

- 1. Minimum Room Temperatures.
 - a. Every owner or manager of any apartment, hotel, flat or other building, which is leased or rented for residential occupancy (living and sleeping) within the

City, shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat for a minimum temperature of 70° Fahrenheit at a distance three (3) feet above floor level whenever the outside temperature shall fall below 50° Fahrenheit.

b. Every owner or manager of hospitals, day care centers, nursing homes, elementary schools or natatoriums within the City shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat to comply with Section Ind. 64.05, Wisconsin Administrative Code.

c. Every owner or manager of any building which is leased or rented for any other purpose within the City shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat for a minimum temperature of 63° Fahrenheit at a distance three (3) feet above floor level whenever the outside temperature shall fall below 50° Fahrenheit, except that factories, machine shops, printing establishments and garages shall maintain sufficient heat for a minimum temperature of 56° Fahrenheit.

2. Enforcement by Health Commissioner. It shall be the duty of the Health Commissioner of the City or his duly authorized agents to investigate all complaints pertaining to this section and to prosecute all violations thereof.

3. Emergencies. When emergency conditions are found to exist, the Health Commissioner may, subject to the approval of the Common Council, establish such revisions thereto as he shall deem reasonable and necessary to alleviate any such emergency. Actions under this section shall, when appropriate, take into account the applicable provisions of the state and federal governments, including Section Ind. 64.05, Wisconsin Administrative Code.

SECTION 20: **REPEAL** “7.08 Slaughter Houses And Slaughtering” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.08 Slaughter Houses And Slaughtering~~ (*Repealed*)

1. Slaughter Houses Prohibited. No person, firm or corporation shall keep or maintain any slaughterhouse within the limits of the City.
2. Slaughtering Prohibited. No person, firm or corporation shall slaughter or cause to be slaughtered, within the limits of the said City, any cow, steer, calf or beef cattle, pig, hog, sheep or lamb.

SECTION 21: **REPEAL** “7.09 Sale Of Meat” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.09 Sale Of Meat~~ (*Repealed*)

1. Inspections. No meat, sausage or meat product of any kind used for human consumption shall be sold or offered for sale in the City which has not been slaughtered or processed in a slaughter house regularly inspected by the Federal Bureau of Animal Industry or in a slaughter house subject to regulations and inspections equivalent thereto, and does not bear the stamp of the Bureau or the Inspection Department on each primal part, package or container thereof. The Health Commissioner shall determine what constitutes equivalent regulations and inspections. No unwholesome or tainted meat shall be offered for sale or sold in the City. The Health Commissioner may reject, condemn and seize any and all meat which does not bear the stamp of an inspector of the Federal Bureau of Animal Industry or an equivalent thereto and may condemn and seize any tainted, unwholesome or uninspected meat.
2. Processing of Wild Game. It shall be unlawful for any person, firm or corporation operating a food establishment to cut and process wild game, or to have in their possession any wild game with intent to cut and process such game, unless the following requirements are met:
 - a. Storage is provided in a compartment refrigerated at or below 40° F. from receipt of wild game until delivery. Such refrigerated storage and the cutting and processing of wild game shall be in a compartment separate and distinct from any compartment used for the storage or processing of any other food products; and,
 - b. All equipment and utensils used for cutting and processing wild game shall be cleansed before use in connection with other food products.
3. Smoked Fish. No person, firm or corporation shall sell or offer for sale any smoked fish which has been processed more than seven (7) days previously. Unless the date of processing is conspicuously posted at the point of sale, it shall be conclusively presumed that the fish were processed more than seven (7) days previously.

SECTION 22: **REPEAL** “7.10 Food Products Regulations” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.10 Food Products Regulations (Repealed)~~

1. Authority of Health Officer. The health officer of the City is authorized to make, promulgate and enforce such rules and regulations relative to the manufacture, storage, display, sale, handling and transportation of food and food products as may be necessary to fully protect the same from contamination or other unhealthful or unsanitary conditions.
2. Inspection of Premises. The health officer of the City or his duly authorized agent may enter and examine the premises of any bakery, confectionery, cannery, packing house, candy factory, ice cream factory, ice factory, restaurant, hotel, coffee house, chop house, tea room, grocery, meat market, sausage factory, delicatessen store or other place in which food is prepared, produced, manufactured, packed, stored or served for sale, or any basket, wagon or other vehicle, hand steamer or street stand from which food is vended or peddled.
3. Merchandise Display on Sidewalks. It shall be unlawful for the occupant of any store or place of business in the City to occupy, for the purpose of exhibiting merchandise, any part whatsoever of the public sidewalk in front or adjoining such place of business. "Public sidewalk" is defined to include the entire area dedicated as and for a public sidewalk, including both paved and unpaved portions; provided, however, that upon written application, the Common Council may allow such use of the public sidewalk by special permit. Such special permit shall specify the date, time and place allowed for such use of the public sidewalk and whatever further regulations, terms and conditions may be appropriate for the protection of health and safety. **[Ord. 6434, (deleted 7.11), 5/4/1999]**

SECTION 23: **REPEAL** "7.12 Animals, Fowls And Birds" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.12 Animals, Fowls And Birds (Repealed)~~

1. Keeping of Certain Animals Prohibited. **[Ord. 6158, 4/18/1995; Ord. O-2015-0014, 2/17/2015]**
 - a. Definitions.
 - i. Wild Animal. Those species of animal that are not typically domesticated by humans and usually live in nature. Wild animals include, but are not limited to, animals belonging to any or all of the following orders and families.
 - (1) Class Mammalia.
 - (A) Order Chiroptera (bats).
 - (B) Order Artiodactyla (e.g., hippopotamuses, giraffes, camels, deer, cattle, swine, sheep, goats, alpaca, and

llama).

(C) Order Carnivora.

(a) Family Felidae (e.g., lions, tigers, cougars, leopards, ocelots, servals), but not domestic cats.

(b) Family Canidae (e.g., wolves, wolf-dog hybrids, coyotes, foxes, jackals), but not domestic dogs.

(c) Family Ursidae (e.g., bears).

(d) Family Mustelidae (e.g., weasels, skunks, martens, minks, wild ferrets), but not the domestic ferret species, *Mustela putorius furo*.

(e) Family Procyonidae (e.g., raccoons, coatis).

(f) Family Hyaenidae (e.g., hyenas).

(g) Family Viverridae (e.g., civets, genet).

(h) Family Mephitidae (e.g., skunks).

(i) Family Herpestidae (e.g., mongooses).

(D) Order Edentata (e.g., anteaters, armadillos, sloths).

(E) Order Marsupialia (e.g., opossums, kangaroos, wallabies), except sugar gliders.

(F) Order Perissodactyla (e.g., rhinoceroses, tapirs, horses, donkeys).

(G) Order Primates (e.g., lemurs, monkeys, chimpanzees, gorillas), except humans.

(H) Order Proboscidea (e.g., elephants).

(I) Order Rodentia (e.g., squirrels, beavers, porcupines, prairie dogs), but not guinea pigs, rats, mice, gerbils and hamsters.

(2) Class Reptilia.

(A) Order Squamata.

(a) Family Helodermatidae (e.g., Gila Monsters and Mexican beaded lizards).

(b) Family Varanidae (e.g., monitor lizard).

(c) Family Elapidae (e.g., coral snakes, cobras, mambas).

(d) Family Viperidae (e.g., copperheads, cottonmouths, rattlesnakes).

(e) Subfamily Atractaspidinae (e.g., burrowing asps).

(B) Order Crocodylia (e.g., crocodiles, alligators, caimans, gavials).

(C) Any constricting snake greater than four (4) feet in length or twenty (20) pounds in weight.

- (D) Any venomous snake.
 - (3) Class Aves.
 - (A) Order Falconiformes (e.g., eagles, hawks, vultures).
 - (B) Order Rheiformes (e.g., rheas).
 - (C) Order Struthioniformes (e.g., ostriches).
 - (D) Order Casuariiformes (e.g., cassowaries and emus).
 - (E) Order Strigiformes (e.g., owls).
 - (F) Order Galliformes (e.g., turkeys, chickens).
 - (G) Order Anseriformes (e.g., ducks, geese).
 - (4) Class Arachnida.
 - (A) Order Scorpiones.
 - (B) Any of the following members of Order Araneae, Family Therididae:
 - (a) Argentina red widow spider: *Latrodectus coralinus*.
 - (b) Brown widow spider: *Latrodectus geometricus*.
 - (c) Red-black widow: *Latrodectus hasselti*.
 - (d) Red widow spider: *Latrodectus bishop*.
 - (e) Black widow spider: *Latrodectus mactans*.
 - (f) Western widow: *Latrodectus Hesperus*.
 - (C) Brown recluse spider: *Loxosceles reclusa*.
 - (5) Class Chilopoda.
 - (A) Any of the following members of Order Scolopendromorpha, Family Scolopendridae:
 - (a) Amazon giant banded centipede: *Scolopendra giganea*.
 - (b) Arizona Tiger Centipede: *Scolopendra viridis*.
 - (c) Florida keys centipede: *Scolopendra alternans*.
 - (B) Any other venomous chilopoda that is not native to Wisconsin.
 - (6) Any species of the class Insecta that is not native to Wisconsin.
 - (7) Any federal or state endangered or threatened species.
 - ii. Person. Any person, firm, partnership, association, corporation, company, or organization of any kind.
 - iii. Possess. To own, possess, keep, harbor, or have custody or control of an animal.
- b. Intent. It is the intent of the City of West Allis to protect the public against health and safety risks that wild animals pose to the community. By their very nature, wild animals are potentially dangerous and do not adjust well to a captive environment.

- c. Possession of Wild Animals. No person shall possess a wild animal.
 - i. Exceptions. This subsection shall not apply to institutions accredited by the American Zoo and Aquarium Association, licensed veterinarians, licensed veterinary hospitals or clinics, licensed circuses, licensed or accredited research or medical institutions, licensed or accredited educational institutions, an animal certified as having been specially trained to assist an individual with a disability, any government-owned or -operated facility, volunteers working on behalf of a government-owned or -operated facility, a person with a valid federal permit to possess a particular wild animal, or a person temporarily transporting a wild animal through the City if the transit time is not more than twenty-four (24) hours and the wild animal is at all times maintained within a confinement sufficient to prevent the wild animal from escaping.
 - ii. Registration. Any person that meets the exceptions listed in Subsection **(1)(c)** 1 shall register each wild animal that he/she possesses and is kept within the City of West Allis with the Health Commissioner.
 - iii. Escape. If a wild animal escapes the possession of a person, the person shall notify the West Allis Police Department immediately of the following information: the type of wild animal; a description of the wild animal, including size, color, and name of the animal; the nature of how the wild animal escaped; the name and address of the wild animal's owner or custodian; and the location and time where the wild animal was last observed. If the wild animal returns to the possession of a person after notification to the West Allis Police Department, the person shall notify the West Allis Police Department immediately that the wild animal has returned to the person's possession.
 - (1) Costs. Upon the escape of a wild animal, any person possessing such wild animal shall be responsible for the costs of the capture or destruction of the wild animal and any City response to the report of escape.
- d. Keeping of Ferrets. All domestic ferrets kept or harbored in the City of West Allis shall be vaccinated against rabies in compliance with the Compendium of Animal Rabies Control of the National Association of State Public Health Veterinarians. Upon request by a law enforcement officer or employee of the West Allis Health Department, the person owning or keeping the ferret shall demonstrate proof of vaccination.

2. Keeping of Rabbits. **[Ord. 6158, 4/18/95; Ord. O-2015-0014, 2/17/2015]**

- a. Rabbits shall be kept in compliance with the provisions of this subsection. The keeping of more than two (2) adult rabbits in any outside or yard area of any dwelling or any building structure accessory thereto is prohibited. For purposes of this ordinance rabbits shall not be considered adults until they have reached the age of five (5) months.

- b. The Health Commissioner may grant exceptions to the number of rabbits allowed in Subsection (2)(a) on a case-by-case basis upon written application. The Health Commissioner's decision to grant or deny an exception shall be based upon the number of rabbits to be kept; the reason(s) for the request; an informal survey of neighborhood residents; and any other factors the Health Commissioner deems relevant.
 - c. Persons to whom an exception is granted are required to obtain a rabbit permit from the Health Department. The cost shall be listed in the Fee Schedule, and the permit shall be for one (1) calendar year. Permits may be revoked or denied renewal for cause. The revocation procedure shall be the same as set forth in Section 9.51 of this Code. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to rabbit health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay the fee listed in the Fee Schedule.
 - d. Appeals of the decision of the Health Commissioner shall be submitted in writing to the Public Safety Committee of the Common Council within thirty (30) days of notification of the Health Commissioner's decision. The Public Safety Committee shall schedule a hearing on the matter within thirty (30) days of receiving the appeal. The hearing shall be conducted as set forth in Wis. Stat. Section 68.11. The Public Safety Committee shall issue a written decision within twenty (20) days of completion of the hearing, and a copy of the decision shall be mailed to the appellant. The Public Safety Committee's decision shall be the final determination.
3. Cruelty to Animals Prohibited.
- a. Cruelty Prohibited. No person shall cruelly beat, frighten, overburden or abuse any animal or bird, or use any device or chemical substance, except in connection with efforts to control species determined by the Health Commissioner to be a public health hazard or nuisance, if pain, suffering or death may be caused. Reasonable force, however, may be used to drive off vicious or trespassing animals.
 - b. Improper Transport, Abandonment Prohibited. No person shall carry or transport in any vehicle or over any street, alley, sidewalk or public ground in the City any animal or bird so tied and placed as to inflict torture thereto, nor shall animals be abandoned for any reason within the City.
 - c. Food and Water. No person owning or having custody of any animal or bird shall neglect or fail to provide it with necessary nourishing food at least once daily and provide a constant supply of clean water to sustain the animal or bird in good health.
 - d. Proper Shelter Required. No person shall fail to provide any animal or bird in his charge with shelter from inclement weather to insure the protection and comfort of the animal or bird. When sunlight is likely to cause overheating or discomfort to any animal or bird, shade shall be provided by natural or artificial means to allow protection from the direct rays of the sun. Dogs and

cats kept outdoors for more than one hour at a time must be provided with moisture-proof and windproof shelter of a size which allows the animal to turn freely and to easily sit, stand and lie in a normal position and to keep the animal clean, dry and comfortable. Automobiles or garages shall not be used as animal shelters, except that during winter months a dog house may be placed inside a garage for shelter. Whenever the outdoor temperature is below 40° Fahrenheit, clean bedding material shall be provided in such shelters for insulation and to retain the body heat of the animal.

e. Leashes. Chains, ropes or leashes shall be so placed or attached that they cannot be entangled with another animal or object, and shall be of sufficient length in proportion to the size of the animal to allow the animal proper exercise and convenient access to food, water and shelter. Such leash shall be located so as not to allow such animal to trespass on public property or private property belonging to others nor in such a manner as to cause harm or danger to persons or other animals.

f. Enforcement. This section and sections 7.121 (Dogs and Dog Licenses), 7.122 (Cats and Cat Licenses), 7.123 (Animal Fancier Permit), and 9.61 (Animal Sales and Services License) may be enforced by the Health Commissioner, law enforcement (police) officers, or the Animal Control Officers of the Milwaukee Area Animal Domestic Control Corporation. **[Ord. O-2003-0055, 8/5/2003]**

4. Waste Products and Fecal Accumulations. The owner or person in charge of any animal shall not permit solid fecal matter of such animal to be deposited on any street, alley or other public or private property, unless such fecal matter is immediately removed therefrom by said owner or person in charge. At all times when an animal is exercised away from the premises of the owner or person in charge, that individual shall have available for use, and prominently displayed, an appropriate device for removing, containing and transporting feces which may be deposited, until such feces can be properly disposed of by wrapping and placing them into an appropriate refuse container. The owner or person in charge of any private property shall not permit solid fecal matter of animals to accumulate on such property, including the space between the street or curb and the sidewalk adjacent to such property, for a period in excess of twenty-four (24) hours.

5. Animal Bites.

a. Whenever a dog, cat or other domesticated animal, or wild animal held captive, bites a person within the City of West Allis, and such bite penetrates or lacerates the skin of the person bitten, such dog, cat, other domesticated animal or wild animal held captive, shall be restricted to the premises of its owner, if within the City, or to a veterinarian's care within Milwaukee County, as a suspect rabies case for a period of ten (10) days.

b. If during the restricted time, said animal shows signs of illness, lameness or paralysis, the owner or veterinarian shall immediately report such condition to the West Allis Health Department.

- c. During the restricted period, said animal shall not be removed from the restricted premises except to be placed under a veterinarian's care. No such animal shall be placed back into community living before it has been inspected and released by the West Allis Health Department. If the animal has spent the ten (10) day confinement period in the care of a veterinarian, upon its release, a veterinarian's report regarding the disposition of said dog shall be made to the West Allis Health Department.
 - d. In the case of an animal bite, the Health Commissioner may issue such other rules and orders which, in his judgment, are necessary to safeguard the health and welfare of any person suffering an animal bite.
6. Elimination of Pigeon Harborages.
- a. Homeless pigeon harborages are hereby declared to constitute a public nuisance.
 - b. Homeless pigeon harborages shall mean any place where pigeons, which do not wear any type of ownership identification tag or band, or are not confined in an escape proof cage or pen, are permitted to live, gather or nest.
 - c. It shall be the duty of the owner of any premises in the City, or his agent, to make such premises reasonably pigeon proof to prevent such premises from being a homeless pigeon harborage.
 - d. In all cases where the Health Commissioner finds a homeless pigeon harborage existing, he shall serve upon the owner of such premises, or his agent, an order requiring such owner or agent, within ten (10) days of receipt of said order, to eliminate such harborage and to take whatever steps are deemed necessary by the Health Commissioner to prevent its recurrence, including the covering of openings, eaves or other places in any building with appropriate wire screenings or other suitable material to prevent pigeons from entering into such building or gathering or nesting thereon. In the event such owner or agent shall neglect or refuse to comply with such order to the satisfaction of the Health Commissioner, such owner or agent shall be subject to the penalties provided for violation of this section; and, in addition, the Health Commissioner may cause the elimination work to be done and the cost thereof shall be assessed against the real estate involved as a special tax and collected as are other special taxes.
7. Pigeon Keeping. **[Ord. 6171, 6/20/1995]**
- a. Definitions. As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning is intended:
 - i. "Pigeon" means a member of the family Columbidae, and shall include "Racing Pigeons," "Fancy Pigeons" and "Sporting Pigeons," as defined in this section.
 - ii. "Racing Pigeon" means a pigeon which, through selective breeding, has developed the distinctive characteristics as to enable it to return to its home after having been released a considerable distance therefrom, and which is accepted as such by the American Racing Pigeon

Union, Inc., or the International Federation of Racing Pigeon Fanciers. Also, commonly known as Racing Homer, Homing Pigeon or Carrier Pigeon.

- iii. "Fancy Pigeon" means a pigeon which, through selective breeding, has developed certain distinctive physical and performing characteristics as to be clearly identified and accepted as such by the National Pigeon Association, the American Pigeon Club or the Rare Breeds Pigeon Club. Examples: Fantails, Pouters, Trumpeters.
 - iv. "Sporting Pigeon" means a pigeon which, through selective breeding, has developed the ability to fly in a distinctive manner, such as aerial acrobatics or endurance flying. Examples: Rollers, Tipplers.
 - v. "Loft" means a structure for the keeping or housing of pigeons which is located inside a house or garage.
 - vi. "Mature Pigeon" means a pigeon aged six (6) months or older.
 - vii. "Owner" means the person who keeps or has the care, custody or control of a pigeon or pigeons.
- b. Conditions for Keeping of Pigeons. The keeping, breeding, maintenance and flying of pigeons shall be permitted, on the following conditions:
- i. The loft shall be of such sufficient size and design and constructed of such material, that it can be maintained in a clean and sanitary condition.
 - ii. There shall be at least one (1) square foot of floor space in any loft for each mature pigeon kept therein.
 - iii. The construction and location of the loft shall not conflict with the requirements of any Building Code or Zoning Code of the City.
 - iv. All feed for said pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.
 - v. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the City.
 - vi. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and, at no time shall pigeons be allowed to perch or linger on the buildings or property of others.
 - vii. All pigeons shall be fed within the confines of the loft.
 - viii. No one shall release pigeons to fly for exercise, training or competition, except in compliance with the following rules:
 - (1) The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood.

- (2) Pigeons will not be released for flying within four (4) hours of feeding.
 - ix. No owner may have more than twenty-five (25) pigeons in a residentially zoned area.
 - x. No person may own any type of pigeon other than those defined in sec. 7.12(7)(a).
 - c. Pigeon Permit. Any person owning a pigeon in the City of West Allis shall first obtain a permit. The Health Commissioner may issue an original or renewal pigeon permit upon submission of a completed application, payment of a fee listed in the Fee Schedule and inspection and approval of the premises for which the permit is to be issued. As part of the inspection process, the Health Commissioner shall conduct an informal survey of neighborhood residents to determine their concerns, if any, regarding pigeons being kept in the area. All permits shall expire on March 31, following the date of issuance, unless sooner revoked for cause. permit may be issued for any premises upon which three (3) or more dwelling units are located. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to bird health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a reinspection fee listed in the Fee Schedule.
 - d. Right of Entry for Inspection. The Health Commissioner or his designee may enter and inspect any property or loft at any reasonable time for the purpose of investigating either an actual or suspected violation or to ascertain compliance or noncompliance with this ordinance.
 - e. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.
8. Feeding of Wild Animals. **[Ord. O-2010-0017, 5/18/2010; Ord. O-2011-0080, 2/21/2012]**
 - a. Definitions.
 - i. As used in this section, "feeding" means to place any material to feed or attract animals in or from the wild.
 - ii. As used in this section, "wild animal" is defined as any nondomesticated animal that lives in nature, including, but not limited to squirrels, raccoons, and deer.
 - b. The feeding of wild animals is prohibited in the City of West Allis.
 - c. This subsection shall not apply to wild birds. Feeding of wild birds shall be done in a manner to ensure that other wild animals are unable to access the bird feed. Premises upon which bird feed is provided shall be cleaned at least once during each twenty-four-hour period to remove food material that has fallen to the ground. The Health Commissioner or his/her designee may order

a property owner/occupant to cease the feeding of wild birds if an inspection reveals that evidence of rat activity is present on the property where bird feeding is occurring or on an adjacent property within three hundred (300) feet of the property line where rat activity is present. Such order shall be mailed or served in person to the property owner(s) of the affected properties and posted in a conspicuous place on the affected properties. Any person who continues to feed wild birds after receiving such an order shall be subject to the penalties in Section 7.16. Any person affected by the order may petition the Health Commissioner to lift the order if sixty (60) days have passed since the issuance of the order and the person can demonstrate to the Health Commissioner or his/her designee that no rat activity exists on the property. **[Ord. O-2014-0020, 4/1/2014]**

d. This subsection shall not apply to feeding a cat by a person who relinquished possession of that cat in accordance with WAMC 7.122(1)(a), but only if the feeding takes place under direct observation of the person feeding the cat between the hours of sunrise and sunset.

9. Dogs Prohibited at Rogers Playground. **[Ord. O-2011-0015; 5/17/2011]**

a. No person shall allow any dog to enter or remain at the Rogers Playground, located at South 56th Street and West Rogers Street in the City of West Allis.

SECTION 24: **REPEAL** “7.121 Dogs And Dog Licenses” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.121 Dogs And Dog Licenses~~ (*Repealed*)

1. Licenses for Dogs.

- a. Any person owning, keeping or harboring a dog more than five (5) months of age on January 1 of any year, shall annually, or within thirty (30) days from date such dog becomes five (5) months of age, pay in a manner provided by the City Treasurer, a dog license fee in obtaining a license for such dog.
- b. The yearly license fee shall be listed in the Fee Schedule, with separate fee amounts for each neutered male dog, each spayed female dog, and each dog not neutered or spayed, except dogs kept in a kennel licensed under the provisions of Sec. 174.053, Wis. Stats., and dogs exempt under Sections 174.054 to 174.055, Wis. Stats. The Fee Schedule shall separately list fees for any dog that became five (5) months of age after July 1 of the license year. The provisions of this subsection notwithstanding, whenever the Milwaukee Area Domestic Animal Control Commission (MADACC) shall declare an amnesty period for late dog license fee charges, the fee, if any, set by MADACC shall apply for the period of the amnesty.

- c. In the event that a license tag issued for a dog shall be lost, the owner may obtain a duplicate tag upon payment of the amount listed in the Fee Schedule.
 - d. Upon payment of the required dog license fee, the City Treasurer shall execute and issue to the owner a license and a durable tag with an identifying number, county in which issued and the license year. The license year shall commence on January 1 and end the following December 31.
 - e. Dogs must wear identification tags at all times when off the premises of the owners, except when participants in an organized show or training situation. The fact that a dog is without a license attached to its collar shall be presumptive evidence that the dog is unlicensed.
 - f. The City Treasurer shall assess and collect an additional fee listed in the Fee Schedule where such owner has failed and neglected to obtain a license prior to April 1, or within thirty (30) days after the dog has reached licensable age, and all monies so received or collected by any collecting officer shall be paid to the City Treasurer as revenue to the City of West Allis.
 - g. The City Treasurer shall not issue such dog licenses described above without proof of proper rabies shots. The City Treasurer shall not issue a new dog license for a neutered or spayed dog without proof of alteration.
2. Keeping of More Than Two Dogs Prohibited. [Ord. O-2012-0039, 11/20/2012]
- a. Except as provided in Section 7.123 of this Code, no person shall harbor, keep, raise or maintain at any time more than two (2) dogs per building or dwelling unit in the City; provided, however, that for the purposes of this ordinance, puppies shall not be considered dogs until after they have reached the age of five (5) months.
 - b. A service dog, as defined in Wisconsin Statute Section 951.01(5), shall not be counted for purposes of this section if such dog is kept at a building or dwelling unit to assist a person also living at such building or dwelling unit.
3. Leash Required. Any person who owns, harbors or keeps a dog shall lead the dog with a leash of suitable strength measuring not more than 6 feet in length when the dog is located on a street, sidewalk, or alley, school grounds, a public park, or other public grounds or on private property without the permission of the owner or person in lawful control of the property. This provision does not apply to property designated by the City as a dog park.

SECTION 25: **REPEAL** “7.122 Cats And Cat Licenses” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.122 Cats And Cat Licenses~~ (*Repealed*)

- 1. Licenses for Cats.
 - a. Any person owning, keeping or harboring a cat more than five (5) months of

age on January 1 of each year, shall annually or within thirty (30) days from the date such cat becomes five (5) months of age, pay, in a manner provided by the City Treasurer, a cat license fee and obtain a license for such cat. A person is not required to license a cat if all the following applies:

- i. The person took custody of an abandoned or stray cat on their property,
 - ii. The person delivered the cat to an entity contracting with the City under Wis. Stat 173.15 (1),
 - iii. The entity released that cat under Wis. Stat. 173.23(1m)(a) to the same person who took custody of it,
 - iv. The person paid the full cost of custody, care, vaccination, microchip implanting, spay or neuter surgery, and any other treatment prior to the entity releasing the cat to that person,
 - v. The person relinquishes possession of the cat on the same parcel where the person took custody of it, and
 - vi. No other cat has been released on the parcel.
- b. The yearly license fee shall be listed in the Fee Schedule, with separate fee amounts for each neutered male cat, each spayed female cat, and each cat not neutered or spayed. The Fee Schedule shall separately list fees for any cat that became five (5) months of age after July 1 of the license year. The provisions of this subsection notwithstanding, whenever the Milwaukee Area Domestic Animal Control Commission (MADACC) shall declare an amnesty period for late cat license fee charges, the fee, if any, set by MADACC shall apply for the period of the amnesty.
- c. In the event that a license tag issued for a cat shall be lost, the owner may obtain a duplicate tag upon payment of the amount listed in the Fee Schedule.
- d. Upon payment of the required cat license fee, the City Treasurer shall execute and issue to the owner a license and a durable tag with an identifying number, county in which issued and the license year. The license year shall commence on January 1 and end the following December 31.
- e. Cats must wear identification tags at all times when off the premises of the owners, except when participating in any organized show or training situation. The fact that a cat is without a license attached to its collar shall be presumptive evidence that the cat is unlicensed.
- f. The City Treasurer shall assess and collect an additional fee listed in the Fee Schedule where such owner has filed and neglected to obtain a license prior to April 1, or within thirty (30) days after the cat has reached licensable age, and all monies so received or collected by any collecting officer shall be paid to the City Treasurer as revenue to the City of West Allis.
- g. The City Treasurer shall not issue such cat licenses described above without proof of proper rabies shots. The City Treasurer shall not issue a new cat license for a neutered or spayed cat without proof of alteration.
2. Keeping of More than Four Cats Prohibited. Except as provided in Section 7.123 of this Code, no person shall harbor, keep, raise or maintain at any time more than four

(4) cats per building or dwelling unit in the City; provided, however, that for the purposes of this order, kittens shall not be considered cats until after they have reached the age of five (5) months.

3. Cats Running at Large.

- a. Running at large prohibited; definition. No owner or keeper shall permit any cat to run at large on the public streets, alleys, public grounds or parks within the City. A cat shall not be deemed at large if accompanied by or under the control of any person. A cat shall not be deemed at large if the person took custody of a that cat as an abandoned or stray animal and relinquished possession of the cat in accordance with sub. (1)(a). No person shall permit any such animal to escape or go upon any sidewalk, parkway or private lands or premises without the permission of the owner of such premises.
- b. Police to apprehend and confine. The Chief of Police shall designate an officer to apprehend, with the cooperation of the Milwaukee Area Domestic Animal Control Commission, any cats running at large on the streets, alleys, public grounds or parks of the City and shall confine such cats when apprehended in such place as may be provided by the Milwaukee Area Domestic Animal Control Commission. **[Ord. 6524 (repeal & recreate) 7/5/2000; Ord. O-2008-0041, 9/18/2008]**
- c. Disposition of unclaimed cats. The possession of any licensed cat so seized or impounded may be obtained by the owner upon payment of the fee listed in the Fee Schedule to the City of West Allis, plus the daily boarding fee to the Milwaukee Area Domestic Animal Control Commission, for keeping the cat for each day or fraction thereof during which the cat was impounded. The possession of any unlicensed cat may be obtained by the owner after obtaining a license and paying the fee provided herein. If any cat has been impounded for seven (7) days and has not been reclaimed by its owner, the cat may be disposed of by the Milwaukee Area Domestic Animal Control Commission in the most humane manner. **[Ord. 6524 (repeal & recreate) 7/5/2000]**

SECTION 26: **REPEAL** “7.123 Animal Fancier Permit” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.123 Animal Fancier Permit~~ (*Repealed*)

- 1. Animal Fancier Defined. "Animal fancier" is any person in a residential dwelling unit

who shall keep, harbor, raise or possess any combination of more than two (2) dogs over the age of five (5) months and/or four (4) cats over the age of five (5) months, to a maximum of four (4) dogs and/or six (6) cats.

2. Permit Required. The Health Commissioner may issue an original or renewal animal fancier permit upon submission of a completed application, payment of the fee listed on the Fee Schedule and inspection of the premises for which the permit is to be issued. All permits shall expire on December 31 following the date of issuance, unless revoked for cause prior to that date. The late fee listed on the Fee Schedule shall be paid whenever the annual fee for a renewal is paid on or after April 1 or after the permit year. No permit may be issued for any premises upon which three (3) or more dwelling units are located. The cost for a duplicate permit shall be listed in the Fee Schedule.
3. Conditions for Issuing and Maintaining of Permit. Upon application for issuance or renewal, an inspection shall be made to determine compliance with the following provisions:
 - a. All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
 - b. The quarters in which the animals are kept shall be maintained in a clean condition and good state of repair.
 - c. Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
 - d. Food supplies shall be stored in rodent-proof containers. Food and water containers shall be kept clean.
 - e. Litter and/or bedding material shall be changed as often as necessary to prevent odor nuisance.
 - f. Feces shall be removed daily from yards, pens and enclosures, and shall be wrapped and stored in tightly covered metal containers until final disposal. Exception may be made for feces which are properly composted in a manner which creates no vermin, odor or aesthetic nuisance.
 - g. Yards, pens, premises and animals shall be kept free of insect infestations.
 - h. No nuisance caused by odor, noise or animals running at large shall be permitted.
4. Revocation of Permit. The Health Commissioner may revoke an animal fancier permit for serious and/or repeated noncompliance with the provisions of this section. Appeal of revocation shall be made in writing to the Common Council and execution of the revocation shall be stayed pending action by the Council.
5. Reinspection Fees. Any licensee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to animal health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a reinspection fee as listed in the Fee Schedule.

SECTION 27: **REPEAL** “7.127 Containment Of Dogs” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.127 Containment Of Dogs~~ (*Repealed*)

1. Definitions.
 - a. Unless otherwise noted in this section, all words and phrases have the same meaning as those found in WAMC 7.125(1).
 - b. "City Officer" means a City employee working within his or her official capacity.
 - c. "Electric Fence" means an electrical system, whether by underground wire or a wireless perimeter, that is designed to keep a pet or other domestic animal within a set of predefined boundaries by using an audible tone, mild electric shock, vibration, and/or similar means, and without the use of an actual physical barrier. An electric fence shall not be sufficient to comport with the requirements of WAMC 7.125(3)(a).
 - d. "Public Right-of-Way" means all of the area dedicated to public use existing between property lines adjacent thereto and is intended to include, but not limited to, roadways, streets, parkways, alleys and sidewalks.
2. Dogs Running At Large. Wis. Stat. 174.042, as it may be amended in the future, is hereby adopted as though fully set forth herein.
3. Containment of Dogs via Electric Fence. Any dog owner who utilizes an electric fence to help contain a dog is required to install, place, or maintain the electronic fence boundary at a distance of at least three (3) feet from any public right-of-way to ensure a safe distance between pedestrians and the dog.
4. Penalty. Any person who violates any part of this section shall forfeit for each violation an amount as indicated in Subsection 7.16, plus the costs of prosecution necessitated by enforcement of this subsection. Every day that any violation of this section continues shall be deemed a separate offense.
5. Exemptions. Any dog owner who has installed an electric fence prior to the enactment of this ordinance shall be exempt from the requirements of this section. In order to utilize this exemption to a violation of this section, a dog owner who utilizes an electric fence to contain a dog must provide documentation to the requesting City officer or City Clerk's office, which memorializes the date of installation of the electric fence. Failure to provide documentation will result in this exemption being void. Any alteration, additions, upgrades, or improvements made to the electric fence after the date of enactment of this section shall void this exemption and require the dog owner to comply with the requirements of this section.

SECTION 28: **REPEAL** “7.128 Rabies Control Program” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.128 Rabies Control Program (Repealed)~~

~~Wis. Stat. 95.21, as it may be amended from time to time, is hereby adopted as though fully set forth herein.~~

SECTION 29: **REPEAL** “7.13 Stagnant Water Pits, Holes And Excavations” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.13 Stagnant Water Pits, Holes And Excavations (Repealed)~~

1. Definitions. "Hazardous depression is defined as any excavation, pit, hole, gully, ditch or depression of any nature whatsoever wherein water is accumulated and retained for more than twenty-four (24) hours; or, wherein trash, debris or odorous or otherwise objectionable material accumulates; or, which, in the judgment of the Health Commissioner otherwise constitutes a danger to the public health, welfare or safety. Drainage ditches installed or maintained by the City are not included. "Building Excavation" is defined as the excavation made for the basement or foundation of a building.
2. Public Nuisance. Hazardous depressions are hereby determined to constitute a public hazard and a nuisance.
3. Abatement.
 - a. Hazardous depressions. In all cases where the Health Commissioner finds a hazardous depression constituting a public hazard or nuisance, he shall serve upon the owner of the premises, where located, a notice requiring the abatement thereof within ten (10) days of the date of the notice by filling in the depression, together with such additional measures as are, in the judgment of the Health Commissioner, necessary for abatement. In the event the owner of the premises shall neglect or refuse to abate in the manner prescribed in the notice, the Health Commissioner shall cause the abatement work to be done and the cost thereof, on the Health Commissioner's certificate, shall be assessed against the premises as a special tax and collected as are other special taxes. Filling, in all cases, shall be done with materials and in a manner approved by the Director of Public Works to insure that natural drainage is not unduly blocked or hampered.

- b. Building excavations. Building excavations shall be fenced unless construction commences immediately after the excavation is completed. If a building excavation constitutes a hazardous depression, it shall be subject to abatement by the Health Commissioner, as herein before set forth. Provided, that in any event, if construction on the building excavation is not commenced within six (6) months after breaking ground, the Building Inspector shall serve an order upon the owner of the premises and the holder of any encumbrance of record that the erection of a building begin forthwith or that the excavation be filled within (15) days to lot grade. In the event the owner or encumbrance holder neglects or refuses to abate such hazard or nuisance in accordance with the order, the Building Inspector shall, either through available public agency or by contract or arrangement with private persons, fill the excavation in a manner approved by the Director of Public Works as to drainage, and the cost thereof shall be charged against the real estate and shall be a lien on such real estate and be assessed and collected as a special tax.

SECTION 30: **REPEAL** “7.159 Appeal By Operator” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

R E P E A L

~~7.159 Appeal By Operator (Repealed)~~

~~Any establishment operator aggrieved by an order of the Department may make appeal to the Public Safety Committee of the Common Council within thirty (30) days after issuance of the order. A written request for appeal, briefly stating the basis upon which it is requested, shall be submitted to the Health Commissioner, who shall notify the Committee of the appeal and schedule a hearing at which the operator has the option of appearing. The Health Commissioner, or a representative, shall attend the hearing but shall have no vote. The findings of the Committee to reaffirm, set aside or modify the order shall be conveyed to the appellant by the Health Commissioner, in writing, within fifteen (15) working days of the hearing.~~

SECTION 31: **REPEAL** “7.16 Penalties” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

R E P E A L

~~7.16 Penalties (Repealed)~~

~~Every person, firm or corporation convicted of a violation of any of the provisions of this chapter shall, for each offense, be punished by a forfeiture of not less than twenty-five dollars~~

~~(\$25.) nor more than one thousand dollars (\$1,000.), together with the cost of prosecution; in default of payment of such forfeitures and costs, by imprisonment in the Milwaukee County House of Correction or Milwaukee County Jail until payment of such forfeitures and costs, but not in excess of the number of days set forth in sec. 800.095(1)(b)(1) of the Wisconsin Statutes; or by suspension of operating privileges, pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes. Each and every day during which a violation continues constitutes a separate offense. In addition, where appropriate, legal or equitable actions may be commenced to enjoin any person, firm, or corporation from violating any of the provisions of this chapter.~~

~~{Ord. 6114, 8/2/1994; Ord. 6171, 6/20/1995; Ord. No. O-2008-0054, 5/5/2009; Ord. O-2010-0017, 5/18/2010; Ord. O-2011-0005, 2/1/2011; O-2014-0006, 2/4/2014}~~

SECTION 32: **REPEAL** “7.18 Human Health Hazards” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.18 Human Health Hazards (Repealed)~~

1. Adoption of State Statutes. Except as otherwise provided herein, the provisions of Wisconsin Statutes Sections 254.55 through 254.595, as amended, relating to the regulation of human health hazards are adopted by reference.
2. Definitions.
 - a. "Groundwater" means all water found beneath the surface of the City of West Allis located in sand, gravel, lime, rock or sandstone, geological formations, or any combinations of these formations.
 - b. "Human Health Hazard" means a substance, activity or condition that is known to have the potential to cause acute or chronic illness, infectious disease, or death if exposure to the substance, activity or condition is not abated.
 - c. "Imminent Health Hazard" means a condition that exists or has the potential to exist which should, in the opinion of the Health Commissioner or designee, be abated or corrected immediately, or at least within a twenty-four-hour period, to prevent possible severe damage to human health and/or the environment.
 - d. "Person" means any individual, firm, corporation, partnership, or other organization.
 - e. "Pollution" means the contaminating or rendering unclean or impure the air, land, or waters of the City of West Allis, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
 - f. "Stagnant water" means any water that is not continuously in movement by natural or mechanical means that remains in its same location for more than three days.

- g. "Wastewater" means water contaminated by waste materials, urine, feces, toilet paper, other human bodily fluids, water from washing or cleaning, or any other material intended to be deposited in a receptor of human waste, industrial waste, sludge, sewage or any combination thereof.
- 3. Prohibition. No person shall create, construct, cause, continue, maintain, or permit any human health hazard or imminent human health hazard within the City of West Allis.
- 4. Responsibility. The property owner is responsible for maintaining the property in a hazard-free manner and for the abatement of any human health hazard or imminent human health hazard that has been determined to exist on the property.
- 5. Human Health Hazards Enumerated. The following acts, omissions, places, conditions, and things are specifically declared to be human health hazards, but such enumeration shall not be construed to exclude other human health hazards:
 - a. Air Pollution. The escape of excessive smoke, soot, cinders, acids, fumes, gases, fly ash, industrial dust, or other atmosphere pollutants that endanger human health or create noncompliance with applicable state or federal regulations.
 - b. Waste. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, or bird, animal, or human fecal matter that is not stored in a rodent, animal, and insect-proof container.
 - c. Holes and Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, or well; or any improperly abandoned, barricaded, or covered up excavation.
 - d. Unburied Carcasses. Carcasses of animals, birds, or fish not intended for human consumption or food, which are not buried or otherwise disposed of in a sanitary manner within 48 hours after death.
 - e. Breeding Places. Stagnant water, rotting lumber, bedding, packing material, scrap metal, or any material or substance in which flies, mosquitos, or disease-carrying insects, rats or other vermin can breed, live, nest or seek shelter.
 - f. Solid Waste. Any solid waste, as defined in Wisconsin Statutes Section 289.01(33), which is stored or disposed of in noncompliance with Chapter NR 500 of the Wisconsin Administrative Code.
 - g. Toxic and Hazardous Materials. Any chemical and/or biological material that is stored, used, or disposed of in such quantity or manner that is or has the potential to create a health hazard.
 - h. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption. These substances include but are not limited to the chemical and/or biological substances listed in Chapter NR 809 of the Administrative Code titled "Safe Drinking Water."
 - i. Private Water Supply. Any private well that is constructed, abandoned or used and/or any pump installed in non-compliance with Chapter NR 812 of the Wisconsin Administrative Code.
 - j. Noxious Odors. Any use of property, substance or device that emits or causes any foul, offensive, noxious, or disagreeable odor deemed repulsive to the

- physical senses of ordinary persons or to the public as a whole.
- k. Wastewater. The presence of wastewater or sewage effluent from buildings on any exposed ground surface, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.
 - l. Nonfunctioning and maintenance of building fixtures, including nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures considered necessary to ensure a sanitary condition in a public building; any public restroom which is soiled by human waste or other waste and maintained in a filthy and/or unclean manner.
 - m. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy, and unfit for human habitation, occupancy, or use or renders any property unsanitary or unhealthy.
 - n. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City of West Allis that creates noncompliance with Chapters NR 102 and NR 103 of the Wisconsin Administrative Code.
6. Inspection. The Health Commissioner or designee may inspect or cause to be inspected any property where a human health hazard or immediate human health hazard is suspected to exist.
7. Enforcement. If the Health Commissioner or designee finds a human health hazard, the hazard shall be ordered abated or removed within a reasonable time period. Notice of the abatement order shall be mailed to the property owner and occupant by certified mail, return receipt requested. Such notice shall be in writing and include a description of the real estate involved, a statement of violations, the corrective actions required, and the penalty for failure to comply with the order. Additionally, the Health Commissioner may post the abatement order on the affected property.
8. Designation of Unfit Building. If the Health Commissioner or designee discovers an unfit dwelling, dwelling unit, building, or section of a building, the Health Commissioner or designee shall designate it as a human health hazard and placard it with a sign, at each entrance or exit to it, stating that it may not be used for human habitation, occupancy, or use. The following conditions shall constitute grounds for declaring a dwelling, dwelling unit, building or section of a building unfit, but such enumeration shall not be construed to exclude other conditions:
- a. One which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - b. One which lacks sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - c. One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.
 - d. One which has been implicated as the source of a confirmed case of asbestosis.
 - e. One which has been confirmed to be a lead hazard, as defined in Wisconsin

Statutes Section 254.11(8g); is the residence of an individual with a confirmed case of lead poisoning, as defined in Wisconsin Statutes Section 254.11(9); and is unlikely to have the lead hazard be adequately and safely temporarily contained, in the opinion of the inspector, until lead hazard abatement occurs.

f. One which lacks potable water or a properly functioning septic system or well or an adequate and functioning heating system.

9. Occupation of Unfit Building.

- a. No person shall continue to occupy, rent, or lease a dwelling, dwelling unit, building, or section of a building for human habitation or occupancy which are declared unfit for human habitation or occupancy by the Health Commissioner or designee.
- b. Any dwelling, dwelling unit, building, or section of a building condemned as unfit for human habitation or occupancy, and so designated and marked by the Health Commissioner or designee, shall be vacated within a reasonable time, as specified by the Health Commissioner or designee.
- c. No dwelling, dwelling unit, building, or section of a building which has been condemned and marked as unfit for human habitation or occupancy shall again be used for human habitation until written approval is secured from and such placard is removed by the Health Commissioner or designee. The Health Commissioner or designee shall remove such placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.
- d. No person shall deface or remove the Health Commissioner's placard from any dwelling, dwelling unit, building, or section of a building which has been condemned as unfit for human habitation or occupancy.
- e. No person shall enter or remain in a dwelling, dwelling unit, building, or section of a building that has been condemned and placarded as unfit for human habitation without the written permission of the Health Commissioner or designee. Any person granted permission shall comply with the permission conditions.

10. Abatement. If the owner or occupant fails to comply in the time specified in the order, the Health Commissioner or designee or a person working on the City's behalf may enter the property to abate or remove the human health hazard pursuant to the procedures of this section or any applicable state statutes. The City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance by billing the owner, occupant, and/or person who has caused or permitted the nuisance and placing the expenses on the property tax roll if said expenses are not paid within thirty (30) days, pursuant to Wisconsin Statutes Section 66.0627.

11. Appeal of Order.

- a. For the purposes of this section, pursuant to Wisconsin Statutes Section 68.16, the City of West Allis is specifically electing not to be governed by Chapter 68 of the Wisconsin Statutes.
- b. The owner or occupant of the property determined to be or containing a

- human health hazard may request a hearing before the Board of Health within seven (7) days of receiving the mailed abatement order. Any request shall be written, shall be filed at the West Allis Health Department, shall explain why the property is not or does not contain a human health hazard, and shall include any evidence that the property owner or occupant wishes to submit in support of the request. Upon receipt of the hearing request, the matter shall be placed on the agenda for the Board of Health to review within thirty (30) days. The appellant shall receive notice of the date, time, and place of the Board of Health meeting by first-class mail at least ten (10) days prior to the date of the meeting. The notice shall also include a notification to the appellant of an opportunity to be heard, respond to, and challenge the abatement order; present and cross-examine witnesses under oath; and be represented by counsel of the appellant's choice and at the appellant's expense.
- c. If the appellant fails to appear at the Board of Health meeting, or if the appellant appears at the Board of Health meeting but no longer wishes to pursue the appeal, the appeal shall be dismissed, and the Health Commissioner or designee may enforce the abatement order. If the appellant appears at the Board of Health meeting and wishes to contest the abatement order, an evidentiary hearing shall be scheduled.
 - d. If the matter proceeds to hearing before the Board, the following procedures shall apply:
 - i. The Health Commissioner or designee shall first present evidence in support of the abatement order.
 - ii. After the Health Commissioner or designee rests, the appellant may present evidence in opposition of the abatement order.
 - iii. The Health Commissioner or designee and appellant may subpoena and present witnesses. All witnesses shall testify under oath or affirmation and shall be subject to cross-examination.
 - iv. The Health Commissioner or designee and appellant shall each be limited to one (1) hour for testimony unless the Chair, subject to approval of the Board, extends the time to assure a full and fair presentation.
 - v. Questions by Board members or the advising City Attorney and answers to such questions shall not be counted against the time limitations.
 - vi. At the close of testimony, the Health Commissioner or designee and appellant shall be given a reasonable time to make arguments upon the evidence produced at hearing.
 - e. At all stages of the proceedings, the following procedures shall apply:
 - i. The appellant shall be entitled to appear in person or by an attorney of his/her own expense.
 - ii. The Health Commissioner or designee may be represented by a prosecuting City Attorney.
 - iii. The Board shall be, when required, advised by an advisory City Attorney who shall not be the same individual as the prosecuting City

Attorney.

- iv. The Chair of the Board of Health shall be the presiding officer. The Chair shall direct that oaths and affirmations be administered and subpoenas issued upon request of either side. The Chair shall ensure that an orderly hearing is conducted in accordance with the provisions of this section. The Chair shall rule on objections to the admissibility of evidence. Any ruling of the Chair shall be final unless appealed to the Board and a majority vote of those members present and voting reverses such ruling.
 - v. An audio recording or stenographic record shall be made of all proceedings at the hearing. Any interested party may obtain a copy of the recording or transcript at his or her own expense.
- f. At the close of the hearing, the Board shall deliberate and reach a decision whether to uphold the determination that the property is a human health hazard. The appellant shall be notified in writing of the Board's determination. If the Board upholds the determination that the property is a human health hazard, the property owner or occupant shall comply with the abatement order. If the appellant further contests the determination, the appellant may seek review of the decision with the circuit court within thirty (30) days of the mailing date of the written determination.
- g. If a property owner or occupant does not file a timely written request for a hearing with the Board of Health, the owner or occupant waives the right to assert that the property did not meet the criteria for abatement under this section.

12. Imminent Human Health Hazard Procedure.

- a. If the Health Commissioner or designee determines that an imminent human health hazard exists within the City and that great and immediate danger exists to the public health and safety, the Commissioner or designee may, without notice or hearing, issue an order reciting the existence of an imminent human health hazard constituting imminent danger to the public and requiring immediate action be taken, as s/he deems necessary, to abate the hazard. Notwithstanding any other provisions of this subsection, the order shall be effective immediately. Any person to whom such order is directed shall comply with the order immediately. Such order shall be posted on the property and mailed, by registered mail with return receipt requested, to the owner and/or occupant. In lieu of mailing, the owner and/or occupant may be personally served with the order.
- b. Whenever the owner and/or occupant shall refuse or neglect to remove or abate the condition meeting the criteria set forth in Subsection (12)(a), above, and described in the order, the Commissioner or designee shall, in his/her discretion, or a person working on the City's behalf shall enter upon the premises and cause the nuisance to be removed or abated. The City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance by

billing the owner, occupant or person who has caused or permitted the nuisance and placing the expenses on the property tax roll if said expenses are not paid within thirty (30) days, pursuant to Wisconsin Statutes Section 66.0627.

13. Additional Enforcement. In addition to the penalties listed within this section, the City Attorney or designee or the Health Commissioner or designee may pursue a nuisance enforcement action against a person creating, maintaining, or permitting an imminent human health hazard or human health hazard under Chapter 18 of this Code or Wisconsin Statutes Chapter 821; a human health hazard action under Wisconsin Statutes Section 254.595; or any other legal or equitable action allowed by law.
14. Right of Health Commissioner or Designee to Inspect and Suspend Work. To ensure that abatement or correction is being properly remedied and performed in a safe manner or for any other reason, the Health Commissioner or designee may inspect the property at reasonable times and order work or abatement procedures be suspended, if necessary, to investigate or review the condition or abatement progress.
15. Severability. If any part of this section is found to be unconstitutional or otherwise invalid, the validity of the remaining parts shall not be affected.

~~{Ord. O-2017-0038, 9/19/2017}~~

SECTION 33: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE 0-2025-0029**

**ORDINANCE TO DELAY EFFECTIVE DATE OF MANDATORY LEAD SERVICE
LATERAL REPLACEMENT**

AMENDING SECTION 15.034

WHEREAS, the common council passed O-2024-0018 in May 2024, therein requiring the replacement of private lead service laterals; and

WHEREAS, the city desires to formulate alternative ways to replace lead service laterals while reducing the financial burden on property owners;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

SECTION 1:**AMENDMENT** “15.034 Lead Service Line Replacement” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

15.034 Lead Service Line Replacement

1. Replacement Required. After January 1, 2026, ~~the~~ owner of a property located in the city that is serviced by a customer-side water service line containing lead shall, within 45 days after receiving notice, replace that customer-side water service line with a service line that does not contain lead if all the following conditions are met:
 - a. The water utility is able to provide financial assistance to the owner of the property for the purpose of assisting the owner in replacing that customer-side water service lines.
 - b. The utility-side water service line and the water main pipe that are connected to the customer-side water service line does not contain lead or will be replaced at the same time as the customer-side water service line is replaced
 - c. The public service commission has approved the financial assistance under Wis. Stat. 196..372(3).
2. Financial Assistance
 - a. Subject to availability of funds, the City may offer financial assistance up to the actual cost of replacing customer-side water service lines containing lead in the form of a grant, loan, or agreement regarding loan repayments to a 3rd party for owner-arranged financing.
 - b. A property owner seeking financial assistance under the subsection shall submit a completed application in a form approved by the water utility. A property owner is eligible for financial assistance only if that person agrees to

have the work done by a pre-qualified plumbing contractor or consents to have a City of West Allis municipal plumbing contractor enter the property to perform the work.

- c. At the request of the property owner, any financial assistance payment may be made to the plumbing contractor that performed the work in lieu of the property owner.
- d. Financial assistance shall be prioritized based the list below, from highest priority to lowest:

1	For properties with licensed childcare facilities and schools.
2	For properties with failed or leaking customer-side or utility-side service lines.
3	For properties where the City has determined both that a resident residing there had been diagnosed with a high lead level and that a customer-side lead service line had been a potential contributing factor.
4	For properties where the utility is replacing the utility-side service line, on either a scheduled or emergency basis.
5	For properties where the utility-side service line is not a lead service line.
6	For all remaining properties with customer-side lead service lines.

- 3. Collection. The City may collect the amounts due under any loan or agreement as authorized in Wis. Stat. 66.0627(8).
- 4. Noncompliance. If any person fails to provide a copy of a contract with a plumber or elect to use a city contractor within 30 days after notice to comply with this section, or fails to replace a customer-side water service line that contains lead within 45 days after receiving notice the City may perform the work necessary for the property to comply, and the expense thereof shall be assessed as a special tax against the property. The City may grant a request for an extension if doing so is reasonable and does not delay planned work within the right-of-way adjacent to the property requesting an extension. If the owner or occupant of the property refuses to allow access to the property, the City may request and obtain a special inspection warrant that authorizes City employees or agents to enter the property to perform the work necessary. If, within 30 days after the completion of the work, the property owner files with the clerk a written request stating that he or she cannot pay the amount in one sum and asks that it be levied in annual installments, the amount shall be collected in 5 equal annual installments, with interest at a rate not to exceed 15 percent per year from the completion of the work. The unpaid balance during the installment period shall be a special tax lien.

Wis. Stat. 62.11(5), 66.0627(8)(ag), 196.372

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Melinda K. Dejewski, PE
City Engineer
mdejewski@westalliswi.gov

March 12, 2025

Board of Public Works
West Allis City Hall
West Allis, Wisconsin

Dear Board Members:

In 2024, an ordinance was adopted that outlines the requirements for the replacement of lead water service laterals in West Allis. This ordinance was needed for the City to meet the EPA mandate to replace all lead water service laterals by 2037. The ordinance allows the City to score higher in the ranking for funding and to require private properties to replace their private side lead water service lateral if funding is available.

The City has an existing program where the private side lead water service laterals are replaced a year after the road project and the public side lead water service laterals are replaced. This has been a voluntary program and has been in place since 2018. Property owners that want to participate sign a public hearing waiver so that a public hearing is not needed and are special assessed \$2000 which is payable over 10 years. This is a somewhat successful program with a participation rate of approximately 30% but will not allow the City to meet the EPA mandate. Again, a reason for the mandatory connection portion of the ordinance.

The ordinance helped the City score well for the Safe Drinking Water Loan (SDWL) for Private Lead Water Service Lateral program. We were awarded two loans – one 100% principal forgiveness and one 50% principal forgiveness based upon the census tract the property resides in. This is the funding that was envisioned in the ordinance to trigger the mandatory connection requirement.

Now that the City has the funding, the mandatory part of the ordinance is in effect, however, there have been some changes to the concepts that were envisioned to implement the ordinance. The first is the revaluation of the City. The impact of the revaluation was not known when the mandatory connection was recommended. It could not be known. This along with the road special assessment are a large impact on many properties in the City. The property owners for the 2024 road projects experienced a property tax increase (many substantial) and the special assessment for road work. If the mandatory connection provision is implemented this year, an additional \$2000 lead service water lateral special assessment would be on top of the increases from 2024. We are concerned that this is a burden on the property owners from last year's projects and for this year's projects.

We are proposing that the ordinance be amended to delay the implementation of the mandatory connection requirement until January 1, 2026. The program will remain voluntary for 2025. This will ease the burden of the property tax increase with the special assessments. We are investigating how to levy the road special assessment and the lead water service lateral special assessment at the same time to give the property



Melinda K. Dejewski, PE
City Engineer
mdejewski@westalliswi.gov

owner the full cost but still do the lateral replacement the following year. We found that trying to do both public and private side replacements with a road project is not effective. The coordination between the different contractors is difficult as well as the cost of the entire project increasing due to the funding used for the private side replacements. There will be some cost to provide testing and additional filters, but it is less than having an entire road project increase due to the federal wage determination that must be adhered to for all portions of the project, not just the private laterals receiving the funding.

I understand that this is a lot of information but it is important that you have the background for the recommendation.

Please reach out with any questions.

Thank you,

A handwritten signature in blue ink that reads "Melinda K. Dejewski".

Melinda K. Dejewski, PE
City Engineer



MILWAUKEE SPORTS AND SOCIAL PARTNERSHIP PROPOSAL FOR THE CITY OF WEST ALLIS

ABOUT MILWAUKEE SPORTS AND SOCIAL:

Established in 2021, Milwaukee Sports and Social is a high-end adult recreational social sport company with headquarters in West Allis, WI.

Milwaukee Sports and Social's goal is to deliver a top tier playing experience for players while also cultivating a fun, social environment that makes developing friendships and relationships possible.

On average, Milwaukee Sports and Social serves over 2,000 players each week across several sports throughout the year.



WEST ALLIS ROOTS:

Bill Coon, the President of Milwaukee Sports and Social, has made West Allis his home. In March 2022, Bill purchased a home in the McCarty Park neighborhood (84th and Cleveland). The home was initially intended to be a short-term stop in life. However, Bill quickly fell in love with his neighbors, the nearby restaurants, and the overall culture and spirit of West Allis. Fast forward to 2025, Bill not only plans on continuing to invest in his home with an eye on making it his long-term residence, but Milwaukee Sports and Social now operates out of a West Allis office building (10617 West Oklahoma Avenue). Bill sees incredible potential in West Allis and wants to partner with the City of West Allis to bring Milwaukee residents to the city, showcase the wonderful amenities of Liberty Heights Park, and increase revenue for the city through post-league bar and restaurant partnerships in which players will be driven to specific locations for league-special food and beverage discounts.



SUCCESS IN OTHER COMMUNITIES:

Since 2021, Milwaukee Sports and Social has been growing its great reputation with multiple counties by not only delivering a top tier experience for Milwaukee residents, but by assuring staff and players treat every playing surface with great respect before, during, and after nightly play.

Between 2021 and 2023, Milwaukee Sports and Social exclusively utilized Milwaukee County Parks Department space for its leagues. In the summer of 2024, the company was invited to grow a Kickball program in Wauwatosa at Whitman Field. Kickball proved to be very successful, resulting in a fall 2024 Kickball league, a winter 2025 Dodgeball league, and a forthcoming Kickball and Pickleball partnership that will extend throughout the 2025 outdoor seasons.



In addition to Wauwatosa, the Village of Elm Grove is in discussions with Milwaukee Sports and Social to potentially bring both Sand Volleyball and Pickleball leagues to their parks in 2025.

AREAS OF LIBERTY HEIGHTS PARK THAT CAN BE ACTIVATED:

1. Sand Volleyball Court - Ideal Start Date: Week of May 4, 2025

Milwaukee Sports and Social would like to begin hosting Sand Volleyball leagues at Liberty Heights Park as early as May 2025 for the company's Spring 2025 season.

Milwaukee Sports and Social would like to run 6v6 Co-Ed Sand Volleyball leagues multiple times per week. Some leagues would be self-officiated while others would feature a certified official. Utilizing the existing light poles, the league would run between 6pm and 10pm, exposing upwards of 64 people to West Allis each night. Milwaukee Sports and Social staff to groom the sand before and after every game using equipment that will be provided by Milwaukee Sports and Social.



NOTE: Prior to using this space, Milwaukee Sports and Social requests the following from the City of West Allis:

A. Confirmation that the City of West Allis owns a volleyball net. If not, Milwaukee Sports and Social staff will provide a net on a nightly basis that staff will take with them post-game.

B. Approval to adjust the existing poles. Both poles have become significantly angled inward. Both poles need to be readjusted to stand upright to assure a tight net. Alternatively, if the City of West Allis is willing to have an operations employee make this slight adjustment prior to use, this would be very helpful. However, Milwaukee Sports and Social can make this adjustment using a shovel.



2. Tennis/Pickleball Courts - Ideal Start Date: Week of May 4, 2025

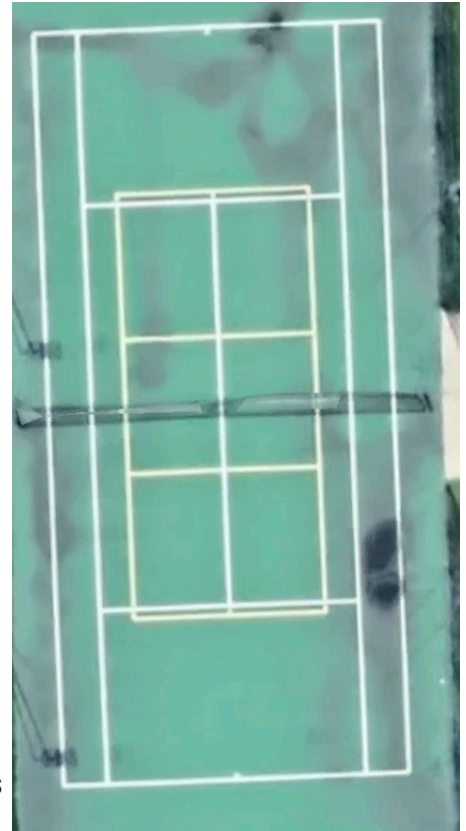
Milwaukee Sports and Social would like to partner with the City of West Allis to host Tennis and/or Pickleball leagues at Liberty Heights Park on the existing two courts.

With Pickleball thriving and our Tennis players desiring a quality court outside of Milwaukee's Bay View neighborhood, Liberty Heights Park is an excellent solution that can serve as a win-win for both the City of West Allis and Milwaukee Sports and Social.

Through this partnership, Milwaukee Sports and Social can introduce upwards of 32 players per night to West Allis through the use of both courts.

NOTE: Prior to using this space, Milwaukee Sports and Social requests the following from the City of West Allis:

A. Confirmation of the current plans for the space. Currently, there are noticeable, yellow pickleball lines on both courts. The tennis court nets are non-existent. Were nets removed for the winter months or are there plans to have retractable nets in this space to make it usable for both pickleball and tennis players?



3. Softball Field- Ideal Start Date: Week of July 7, 2025

Milwaukee Sports and Social's two staple outdoor programs are Kickball and Softball, both of which are played on softball/baseball diamonds across Milwaukee. All Softball and Kickball programs are designed to be social and recreational. All leagues are hosted as Co-Ed/mixed gender to assure a less competitive and friendly atmosphere.

Currently, Milwaukee Sports and Social hosts these sports on the following nights:

Softball: Tuesday, Wednesday, and Thursday night, in addition to a newly added Sunday morning league.

Kickball: Tuesday and Thursday night.

This summer, Milwaukee Sports and Social would like to explore the possibility of shifting one of these leagues to Liberty Heights Park (or adding a new league to our offering) to drive individuals to West Allis. Each baseball diamond has the potential of driving up to 120 individuals to West Allis each night of play.



4. Synthetic Ice Rink- Ideal Start Date: Late October/November 2025

The Liberty Heights Park Neighborhood Association is in the process of working with the City of West Allis to build a seasonal synthetic ice rink for the community.

In an attempt to help them with the upkeep of this unique ice, Milwaukee Sports and Social would like to rent the ice to provide the citizens of West Allis and Milwaukee with a high-end Ice Hockey and Broomball leagues as well as social ice skating events.

Through the rental of this space, the rental funds will go towards the general upkeep of the ice and help make this wonderful synthetic ice rink a staple of the community for years to come.

ECONOMIC DEVELOPMENT:

Milwaukee Sports and Social pairs each of its leagues with a local bar to assure players have an additional opportunity each week to get to know their teammates and develop deeper relationships.

Not only do these partnerships help the players improve their mental health and overall social lives, but it expands the league deeper into the host community, thus driving further economic growth through food and beverage revenue and repeat visits to the community long after the league concludes.

LIBERTY HEIGHTS PARK DAY:



In the event this proposal is accepted, Milwaukee Sports and Social is interested in hosting a one-time event this summer in Liberty Heights Park in partnership with the Liberty Heights Park Neighborhood Association to introduce the partnership and Milwaukee Sports and Social to the local community. Through this event, Milwaukee Sports and Social would run Sand Volleyball, Pickleball, and Kickball games free of charge throughout a three-hour window. The event would be fully staffed by Milwaukee Sports and Social staff to assure safety and a professional experience. The event would be formatted to feature casual open play games without any

tournament or bracket constraints to assure a maximum number of players can partake.

PROPOSED RENTAL FEE STRUCTURE:

Milwaukee Sports and Social would like to develop an identical relationship with the City of West Allis as the company has with Milwaukee County Parks Department. Through our rental agreement with the Milwaukee County Parks Department, Milwaukee Sports and Social provides Milwaukee County Parks Department with an entire year of field space rental plans by February 20th each year.

Each season is scheduled as 8 dates per night/league rented with the eighth night being a free placeholder to account for an assumed rain out night (7 weeks of paid rental time). Milwaukee Sports and Social is provided with the phone number of an operations staff contact who is communicated with in the event of a rain out so that games may be called off and operations hours can be saved if called early enough prior to the fields being chalked.

On the dates of games, the field/court space is prepared. Preparation entails:

- A. For any leagues involving a sport that requires chalked/painted lines (Soccer, Softball, Kickball, Flag Football), the lines are properly placed well before 6:00PM the day of game play.
- B. Once prepared, a sign is placed on the surface stating that the newly manicured area is reserved for league play and to not use the field (this is usually reserved exclusively for softball diamonds).
- C. Lights are guaranteed to be turned on no later than 6:30PM to assure games are played throughout the darker evening hours.
- D. Lights are shut down between 10:00-10:10PM once the final game concludes.

Rental fees would be paid on a per hour rate. Rental rate includes the cost of light usage when needed. Rental fees are paid at the conclusion of the season via credit card.

Milwaukee County Parks Department allows Milwaukee Sports and Social to decrease the number of hours rented by season up to ten days prior to the league's start date so that the space is only rented and charged for the hours needed based on registration numbers. This will be an important element to a partnership for us, as it may take time to grow the programming in West Allis. In addition Milwaukee County Parks Department provides Milwaukee Sports and Social first rights to the field during the weeks/months in which a rental occurred. This enables year-over-year growth that proves to be a win-win for both organizations.

Included in this document are screen shots of past invoices/permits from Milwaukee County Parks Department showing the rates charged for Tennis Courts and Softball Fields (both with lights), as well as a permit showing the fee to rent a sand volleyball court and multi-purpose spaces (open spaces of grass, such Liberty Heights Park's baseball overgrown baseball diamond). **Milwaukee Sports and Social asks for the City of West Allis to match these hourly rates.**

NOTE REGARDING LIGHTS: Liberty Heights Park features lights around the entire park. Milwaukee Sports and Social understands that the City of West Allis may not currently have the appropriate staff member who is prepared and capable of turning on the lights at this juncture. As such, Milwaukee Sports and Social is willing to take on the responsibility of turning the park lights on and off on the nights of game play. In addition, Tasha Cowap of the Liberty Heights Park Neighborhood Association has kindly volunteered to take on this responsibility throughout the initial Spring season (May/June) until the City of West Allis either creates an internal operations plan/hires the proper staff member or grows comfortable with Milwaukee Sports and Social to allow the company's staff to manage the lights.

PLEASE NOTE: Due to this document becoming public information on the city's website, all fee information has been redacted. Please contact Bill Coon for additional information.

CONTACT INFORMATION:

Thank you for your time and for your consideration of this partnership proposal.

If you can please review this proposal and return your verdict by March 17th, it would be greatly appreciated as it would afford Milwaukee Sports and Social enough time to begin filling leagues and planning the potential Liberty Heights Park Day this spring.

Bill Coon
Founder/President
Milwaukee Sports and Social
847-721-6047
bill@milwaukeesportsandsocial.com

**CITY OF WEST ALLIS
ORDINANCE O-2023-0011**

**ORDINANCE TO AMEND SECTION 19.01 OF THE WEST ALLIS REVISED
MUNICIPAL CODE, RELATIVE TO REZONING 6604-20 W. MITCHELL ST. FROM
I-1 TO C-3**

WHEREAS, for the purpose of promoting the health, safety, morals or the general welfare of the community, the common council may divide the city into districts of such number, shape, and area as may be deemed best suited to carry out the purposes of Wis. Stat.62.23; and

WHEREAS, the council finds that the amendments within this ordinance shall be in accordance with the comprehensive plan; and

WHEREAS, the amendments within this ordinance have been submitted to the city plan commission for recommendation and report, published as a class 2 notice, and the subject of a public hearing;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

The zoning map is hereby amended to rezone 6604-20 W. Mitchell St. from I-1 to C-3 in alignment with the 2040 comprehensive plan.

SECTION 1: **AMENDMENT** “19.01 Zoning Map” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.01 Zoning Map

The locations and boundaries of the zoning districts in the City are established and set forth on the Official Zoning Map. The map may be amended by the common council pursuant to [Wis. Stat. 62.23](#). The current Official Zoning Map shall be kept on file in the office of the City Clerk and shall be available for inspection by the public during normal City Hall hours of operation. Unless otherwise indicated in relation to established lines, points or features, the zoning district boundary lines on the Official Zoning Map are the City limit lines; center lines of streets, highways, alleys or railroad right-of-way, existing or extended; and, tract or lot lines, existing or extended.

[Official West Allis Zoning Map \(link\)](#)
Effective ~~April 21, 2023~~ ~~November 18, 2022~~

SECTION 2: CONDITIONAL ZONING 6604-20 W. Mitchell St. (Tax Key No. 454-0254-002), as well as any land annexed to that parcel on a later date, is conditionally rezoned from C-3 to I-1 under the following conditions: a) the only use of the property remains a tower service and b) the tower service is not discontinued for a period of 12 months. In the event any of the above conditions are not met, then the property shall automatically revert back to C-3 zoning. If the property reverts back to C-3 zoning, all nonconforming use rights for the property under Wis. Stat. 62.23(7)(h) shall apply.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect on April 18, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Ray Turner	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

**CITY OF WEST ALLIS
ORDINANCE O-2023-0011**

**ORDINANCE TO AMEND SECTION 19.01 OF THE WEST ALLIS REVISED
MUNICIPAL CODE, RELATIVE TO REZONING 6604-20 W. MITCHELL ST. FROM
I-1 TO C-3**

WHEREAS, for the purpose of promoting the health, safety, morals or the general welfare of the community, the common council may divide the city into districts of such number, shape, and area as may be deemed best suited to carry out the purposes of Wis. Stat.62.23; and

WHEREAS, the council finds that the amendments within this ordinance shall be in accordance with the comprehensive plan; and

WHEREAS, the amendments within this ordinance have been submitted to the city plan commission for recommendation and report, published as a class 2 notice, and the subject of a public hearing;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

The zoning map is hereby amended to rezone 6604-20 W. Mitchell St. from I-1 to C-3 in alignment with the 2040 comprehensive plan.

SECTION 1: **AMENDMENT** “19.01 Zoning Map” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.01 Zoning Map

The locations and boundaries of the zoning districts in the City are established and set forth on the Official Zoning Map. The map may be amended by the common council pursuant to [Wis. Stat. 62.23](#). The current Official Zoning Map shall be kept on file in the office of the City Clerk and shall be available for inspection by the public during normal City Hall hours of operation. Unless otherwise indicated in relation to established lines, points or features, the zoning district boundary lines on the Official Zoning Map are the City limit lines; center lines of streets, highways, alleys or railroad right-of-way, existing or extended; and, tract or lot lines, existing or extended.

[Official West Allis Zoning Map \(link\)](#)
Effective ~~November 18, 2022~~ [March 10, 2023](#)

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on March 10, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Ray Turner	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis



CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
Tuesday, March 7, 2023
7:00 p.m.

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday March 7, 2023, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.

Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414-302-8460.

You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this February 13, 2023
City Clerk
PUBLISH: February 17, 2023 and February 24, 2023
O-2023-0011

NONDISCRIMINATION 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.

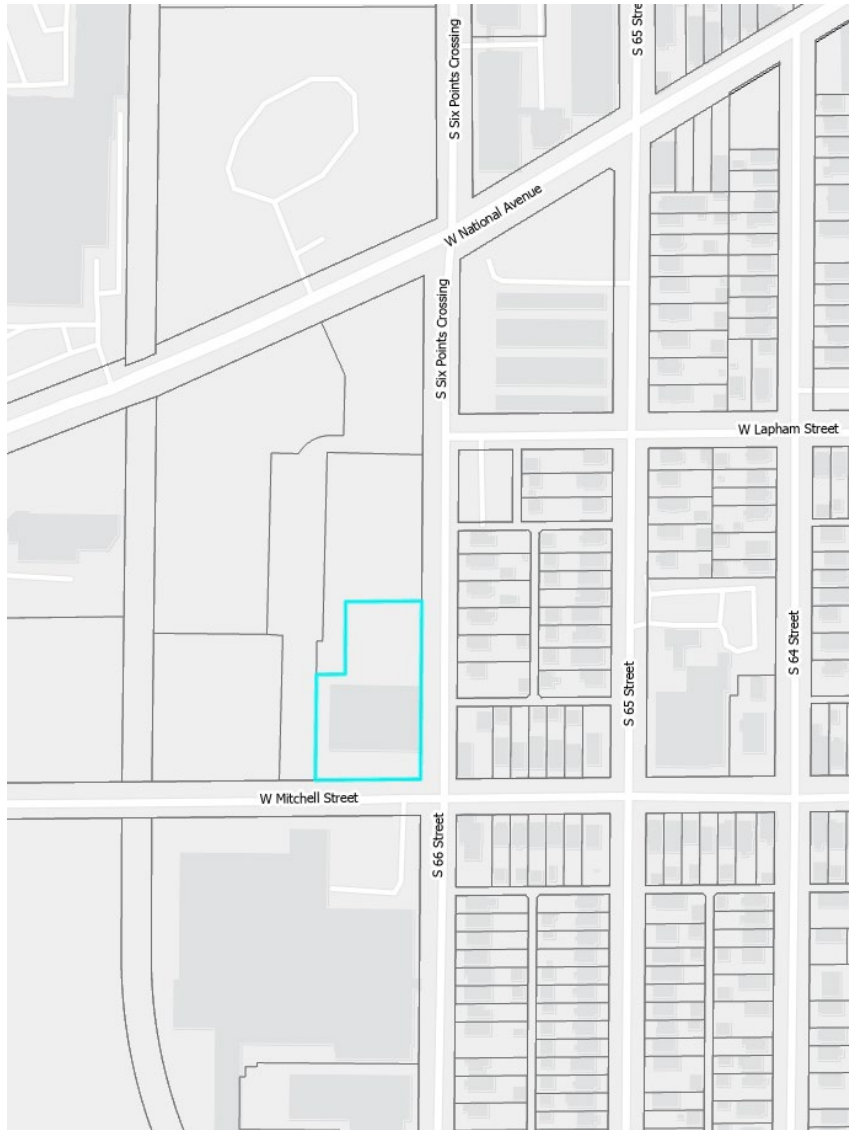
AMERICANS WITH DISABILITIES ACT NOTICE

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 enjoy benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

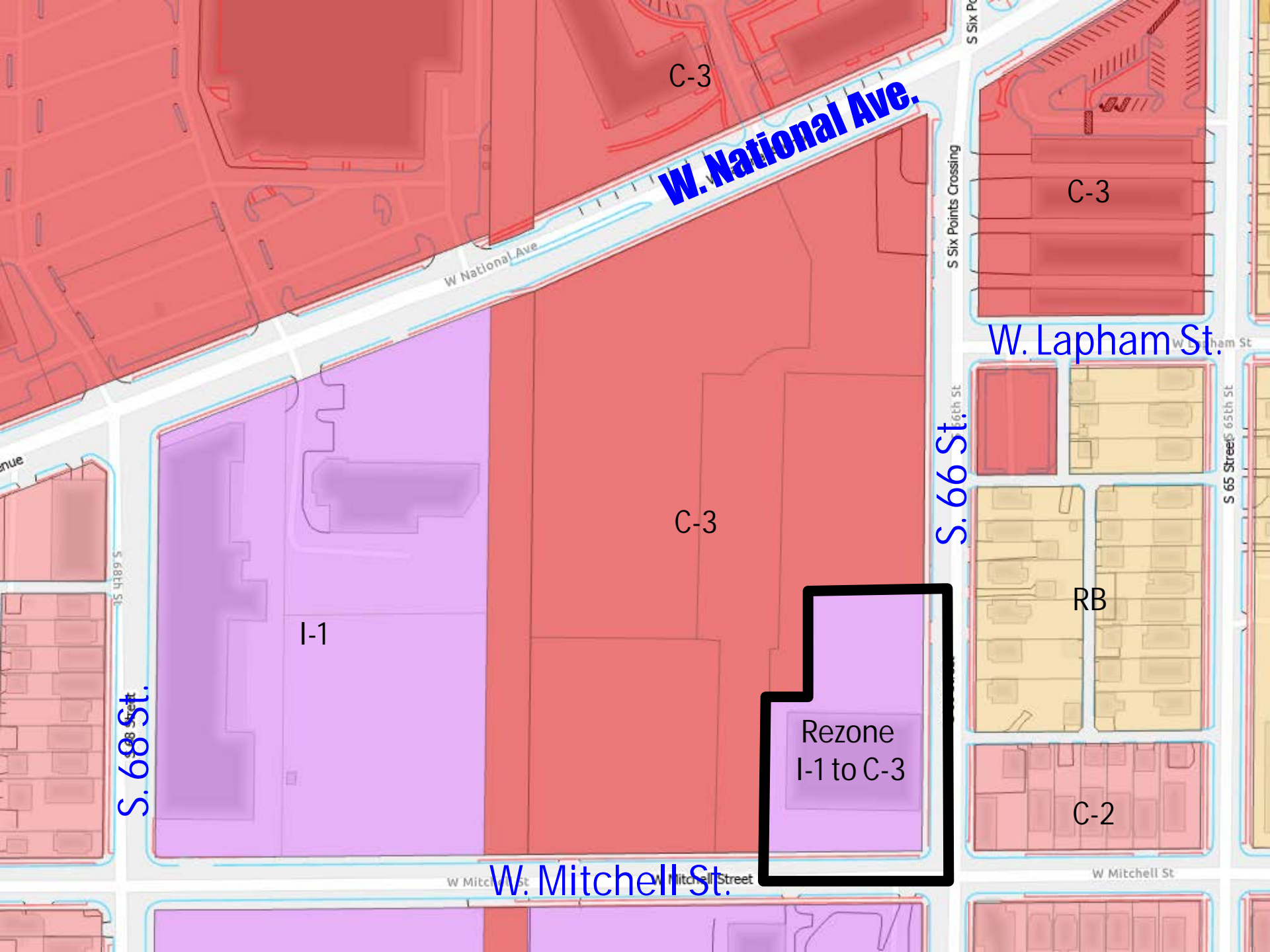
It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs,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


Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3



Legend

- Parcel
- Structure
- Project Area



Proposed Rezoning
 6604-6620 W. MITCHELL ST.
 (454-0254-002)
 From I-1 to C-3

Zoning Legend

Zoning_Layers

Zoning by Parcel

- RC
- RB
- RA-3
- RA-2
- RA-1
- C-4
- C-3
- C-2
- C-1
- I-1
- I-2
- SF
- P



**CITY OF WEST ALLIS
ORDINANCE O-2023-0011**

**ORDINANCE TO AMEND SECTION 19.01 OF THE WEST ALLIS REVISED
MUNICIPAL CODE, RELATIVE TO REZONING 6604-20 W. MITCHELL ST. FROM
I-1 TO C-3**

WHEREAS, for the purpose of promoting the health, safety, morals or the general welfare of the community, the common council may divide the city into districts of such number, shape, and area as may be deemed best suited to carry out the purposes of Wis. Stat.62.23; and

WHEREAS, the council finds that the amendments within this ordinance shall be in accordance with the comprehensive plan; and

WHEREAS, the amendments within this ordinance have been submitted to the city plan commission for recommendation and report, published as a class 2 notice, and the subject of a public hearing;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

The zoning map is hereby amended to rezone 6604-20 W. Mitchell St. from I-1 to C-3 in alignment with the 2045 comprehensive plan.

SECTION 1: **AMENDMENT** “19.01 Zoning Map” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.01 Zoning Map

The locations and boundaries of the zoning districts in the City are established and set forth on the Official Zoning Map. The map may be amended by the common council pursuant to [Wis. Stat. 62.23](#). The current Official Zoning Map shall be kept on file in the office of the City Clerk and shall be available for inspection by the public during normal City Hall hours of operation. Unless otherwise indicated in relation to established lines, points or features, the zoning district boundary lines on the Official Zoning Map are the City limit lines; center lines of streets, highways, alleys or railroad right-of-way, existing or extended; and, tract or lot lines, existing or extended.

[Official West Allis Zoning Map \(link\)](#)
Effective ~~March 7, 2025~~ ~~June 14, 2024~~

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

SECTION 3: CONDITIONAL ZONING 6604-20 W. Mitchell St. (Tax Key No. 454-0254-002) is conditionally rezoned from C-3 to I-1 under the following conditions: a) the only use of the property remains a tower service and b) the tower service is not discontinued for a period of 12 months. In the event any of the above conditions are not met, then the property shall automatically revert back to C-3 zoning. If the property reverts back to C-3 zoning, all nonconforming use rights for the property under Wis. Stat. 62.23(7)(h) shall apply.

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

Tracey Uttke, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0152**

**RESOLUTION APPROVING AN AMENDMENT TO THE NON-EXCLUSIVE
PARKING LOT LEASE AGREEMENT BY AND BETWEEN THE CITY OF WEST
ALLIS AND THE DECO VENUES, LLC., WHICH IS THE OWNER OF THE
PROPERTY LOCATED AT 7546 W. GREENFIELD AVE., FOR PARKING IN THE
CITY-OWNED PARKING LOTS LOCATED AT 7525 W. GREENFIELD AVE. AND
14** S. 75 ST.**

WHEREAS, on February 11, 2025, the Common Council of the City of West Allis approved R-2025-0069, the Non-Exclusive Parking Lot Lease Agreement (“Agreement”) between, The Deco Venues, LLC. (“Developer”) and the City of West Allis (“Grantor”)

WHEREAS, the Developer has requested that an amendment be made to the Agreement, to have the term of the Agreement commence upon the opening of the event space at 7546 W. Greenfield Ave. (“Development Property”), rather than on September 1, 2030;

WHEREAS, to facilitate the investment in the property and orderly parking for downtown West Allis the Developer requested access and use of the City of West Allis (“Grantor”) owned parking lot, located at 7525 W. Greenfield Ave. and 14** S. 75 St. (“Access Property”) that is associated with the West Allis City Hall Parking; and,

WHEREAS, Grantor is willing to permit Developer access and use of the Access Property pursuant to the terms of the Non-Exclusive Parking Lot Lease Agreement (“Agreement”) (“Exhibit A”).

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached amended Agreement, by and between the City of West Allis and Deco Venues, LLC., for the use of the parking lots located at 7525 W. Greenfield Ave. and 14** S. 75 St., is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City of West Allis.

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

SECTION 1: **ADOPTION** “R-2025-0152” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0152(*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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

NON-EXCLUSIVE PARKING LOT LEASE AGREEMENT

This Non-Exclusive Parking Lot Lease Agreement (“Agreement”) is entered into as of February 11, 2025, by and between the City of West Allis (“Lessor”) who owns the north parking lots located at 7525 W. Greenfield Ave. (tax key 453-0340-002) and 14** S. 75 St. West Allis, Wisconsin (tax key 453-0316-001) (combined, “Access Property”), and The Deco Venues, LLC. (“Lessee”), which is the owner of the property located at 7546 W. Greenfield Ave., West Allis, WI (the “Development Property”).

Whereas, Lessee is opening an event space on the Development Property.

Whereas, to facilitate investment in the underutilized Development Property, Lessee has requested to utilize the Access Property during evening hours for vehicle parking to support the event space use at the Development Property.

Whereas, Lessor is willing to permit Lessee access and use of the Access Property pursuant to the terms of this Agreement.

Now Therefore, in consideration of the mutual conditions and covenants that are contained herein, Lessor and Contractor hereby agree as follows:

1. Access/Storage. Except as limited below, Lessee, and its customers, shall be permitted to non-exclusive access over and upon the Access Property for use for parking of vehicles during the hours of 5:00 p.m. to 2:30 a.m. on weekdays and 9a.m. to 2:30 a.m. on Saturday and Sundays during the Term.
2. Dates of Special Interest. The Lessee shall not have access to the Access Property on the following dates: election days, the 4th of July Parade, the Christmas Parade, during the duration of the State Fair, the first Sunday of June from 9 a.m. to 3 p.m., the first Sunday of October from 9 a.m. to 3 p.m., and any other date upon which the Lessee is notified that the Access Property is not available. The Lessor shall notify Lessee of any Access Property unavailability at least 90 days in advance for any date that falls on a Thursday, Friday, Saturday, or Sunday and, at all other times, as early as is practicable.
3. Prioritization of Parking. The Lessee shall emphasize to its customers that they should utilize the Access Property for vehicle parking through signage at the Development Property and in communication to event hosts.
4. Restoration. Lessee shall be responsible for any damage to the Access Property caused by Lessee’s use of the Access Property and shall restore any damage caused by Lessee’s use upon conclusion of the term, ordinary wear and tear excluded.
5. Term. The term of the Agreement shall commence upon the opening of the Development Property, and continue for 5 years from that date, and shall be automatically renewed for 5-year periods thereafter if both parties agree.
6. Rent. The Lessee shall pay to the Lessor, annual rent in the amount of Five Thousand Dollars (\$5,000.00), payable in quarterly installments beginning within 7 days of the Development Property opening. Any payment for less than one year shall be prorated.
7. Use of Premise. The Lessee shall use the leased premises for on-grade parking of automobiles and no other purpose.
8. Severability. This Agreement represents the entire and integrated agreement of the Parties with

respect to the subject matter of this Agreement, and supersedes and replaces any negotiations, agreements, or other terms related to the subject matter of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

9. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.
10. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that legal advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party's behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.
11. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned or electronically-conveyed signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

Lessor: City of West Allis

Signature _____ Date _____

E-mail:

Address for Notice:

Lessee: The Deco Venues, LLC

Signature _____ Date _____

E-mail:

Address for Notice: _

**CITY OF WEST ALLIS
RESOLUTION R-2025-0155**

**RESOLUTION TO APPROVE THE TERMS & CONDITIONS FOR AN ECONOMIC
DEVELOPMENT LOAN TO OPE BREWING COMPANY LLC, LOCATED AT 6751
W. NATIONAL AVE., IN THE AMOUNT OF UP TO \$150,000 UNDER THE
CAPITAL CATALYST LOAN PROGRAM**

WHEREAS, Ope Brewing Company LLC, a limited liability corporation created under the laws of Wisconsin, has applied for an economic development loan from the City of West Allis in the amount of Two-Hundred Thousand and 00/100 Dollars (\$150,000), under the Capital Catalyst Loan Program for the expansion of production at Ope Brewing located at 6751 W. National Ave.; and,

WHEREAS, the applicant is an existing borrower with the City of West Allis, a vendor of the West Allis Farmers Market, and a three-year-old business in West Allis; and,

WHEREAS, the Capital Catalyst Loan is a special loan program established through a grant from WEDC for assisting new businesses and businesses in food production; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Ope Brewing Company, LLC has determined that the Project is eligible for funding under the Capital Catalyst Loan Program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of a Capital Catalyst Loan the purpose of completing the Project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an Economic Development Loan to Ope Brewery LLC, under the Capital Catalyst Loan Program in an amount up to \$150,000, as outlined in Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

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

BE FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

BE IT FURTHER RESOLVED that the Economic Development Executive Director is authorized to modify the terms of the loan agreement or documents if within the original intent of the loan or will help the business to achieve the goals of the loan.

BE IT FURTHER RESOLVED that a loan of \$150,000 is funded through the Capital Catalyst Program is contingent on funds from a grant from Wisconsin Economic Development

SECTION 1: **ADOPTION** “R-2025-0155” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0155(*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

Tracey Uttke, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

March 4, 2025



West Allis, WI 53214

Dear John Onopa and Kyle Ciske:

Pursuant to your application and information provided by you regarding the purchase of operating equipment for increased brewing capacity at their location located at 6751 W. National Ave. The Common Council of the City of West Allis (“City”) hereby agrees to make a loan to you, in accordance with the Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise, and the following specific terms and conditions:

1. Borrower. The Borrowers shall be John P. Onopa and Kyle Ciske, owners of Ope Brewing Company LLC, a Wisconsin Limited Liability Company, with current business located at 6751 W. National Avenue, West Allis, WI 53214.
2. Guarantors. John P. Onopa and Kyle E. Ciske
3. Project. Loan proceeds are to be used for the purchase of operating equipment for increased brewing capacity.
4. Loan Amount. The loan amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) comprised of the following:
 - A. \$150,000 loan as part of the Capital Catalyst Loan Program. Funding source – Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be five percent (5%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of the \$150,000 loan portion shall be twenty (20) years.
7. Payments.

Payments for the \$150,000 loan will be as follows:

 - Interest only payments for the first 6 months following the date of closing. Principal and interest payments for the remainder of the life of the loan, which is 19.5 years. Interest on the loan will be 5%
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:

- A. A General Business Security Agreement on the assets purchased with City of West Allis funds.
 - B. An Unlimited Personal Guaranty from John P. Onopa and Kyle E. Ciske in an amount equal to the outstanding balance due on the loan
10. Loan Processing Fee. A non-refundable fee of One Thousand Five Hundred Dollars (\$1,500.00) to be paid upon acceptance and delivery of this Commitment. The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
 11. Maturity Date. The \$150,000 portion of the loan shall mature in March, 2045.
 12. Closing Date. The loan shall close on or before March 31, 2025.
 13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
 14. Federal Identification Number. Borrower must provide a federal identification number to the City.
 15. Job Creation/Retention. Borrower agrees to the following:

To create three (3) full-time equivalent permanent positions over the next two (2) years.
 16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before April 1, 2025 along with the non-refundable loan processing fee and the written guarantee of the loan by John P. Onopa and Kyle E. Ciske. If not so accepted, the City shall have no further obligation hereunder.

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Ope Brewing Company LLC

Date: _____

By: _____
John P. Onopa, Owner

Date: _____

By: _____
Kyle E. Ciske, Owner

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss
Executive Director

Date: _____

**CITY OF WEST ALLIS
RESOLUTION R-2025-0156**

**RESOLUTION TO APPROVE THE TERMS & CONDITIONS FOR AN ECONOMIC
DEVELOPMENT LOAN TO BARS AND RECREATION INC., D/B/A SSBMKE,
INC., LOCATED AT 6325 W. NATIONAL AVE., IN THE AMOUNT OF \$50,000**

WHEREAS, Bars and Recreation Inc., d/b/a SSBMKE, Inc., has applied for a loan from the City of West Allis in the amount of Fifty Thousand and 00/100 Dollars (\$50,000) under the Instore Economic Development Loan Program to support the establishment of an entertainment venue at 6325 W. National Ave., West Allis; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Bars and Recreation Inc., d/b/a SSBMKE, Inc., and has determined that the project is eligible for funding under the National Avenue Commercial Corridor Instore Economic Development Loan Program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of an Economic Development Loan for the purpose of completing the project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an Economic Development Loan to Bars and Recreation Inc., d/b/a SSBMKE, Inc., for the establishment of a new business at 6325 W. National Avenue, in an amount up to \$50,000 as outlined in Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

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

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

BE IT FURTHER RESOLVED that the Economic Development Executive Director is authorized to modify the terms of the loan agreement or documents if within the original intent of the loan or will help the business to achieve the goals of the loan.

BE IT FURTHER RESOLVED that this loan is funded by the Community Development Block Grant Program.

SECTION 1: **ADOPTION** “R-2025-0156” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0156(*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

Tracey Uttke, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

March 4, 2025



Marla Poytinger

6325 W. National Ave
West Allis, WI 53214

Dear Marla & David,

Pursuant to your application and information provided by you regarding the establishment of an entertainment venue to be located at 6325 W. National Avenue, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be SSBMKE, Inc. with current business located at N28W27542 Peninsula Drive, Pewaukee, WI 53072
2. Guarantors. Marla Poytinger and David Poytinger
3. Project. Loan proceeds are to be used for the establishment of an entertainment venue business located at 6325 W. National Avenue, West Allis, WI 53214
4. Loan Amount. The loan amount shall not exceed Fifty Thousand Dollars (\$50,000) comprised of the following:

\$50,000 Forgivable Loan under draft concept for Instore Program that will be used for National Avenue Commercial Corridor. Funding source – CDBG. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City. The loan will have monthly interest payments with a pro-rated portion of principal forgiven at the anniversary of occupancy.
5. Interest Rate. (To be computed on basis of 360-day year.) Today, the interest rate is five and a half percent (5.5%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be 5 years.
7. Payments. Payments will be as follows:
 - No interest or principal payments for the first 6 months following the date of closing.
 - Interest only payments commencing on the 7th month of the loan.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:

- A. General Business Security Agreement on the assets purchased with City of West Allis funds.
 - B. Unlimited Personal Guaranty from Marla Poytinger and David Poytinger in the amount of the loan
10. Loan Processing Fee. A non-refundable fee of Five Hundred Dollars (\$500.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
 11. Maturity Date. This loan shall mature on April 1 2030.
 12. Closing Date. The loan shall close on or before April 1, 2025.
 13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
 14. Job Creation/Retention. Borrower agrees to the following:

To create three (3) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) or two (2) or more positions are to be held by low-to-moderate income persons. (Attachment A).
 15. General Conditions. All the terms and conditions contained in the attached “General Conditions” (Exhibit No. 1) for economic development loans and “Federal Requirements” (Attachment B) are incorporated into this Commitment.
 16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before April 1, 2025, along with the non-refundable loan processing fee and the written guarantee of the loan by Marla Poytinger and David Poytinger. If not so accepted, the City shall have no further obligation hereunder.

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

SSBMKE, Inc.

Date: _____

By: _____
Marla Poytinger, Owner

Date: _____

By: _____
David Poytinger, Owner

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss,
Executive Director

Date: _____
Attachments



City Clerk
clerk@westalliswi.gov

February 24, 2025

Joseph Fiumefreddo
3928 N. 80th Street
Milwaukee, WI 53222

RE: Operator's License Application Review

Dear Joseph;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 4, 2025 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 26, 2025

Moises Martinez
1346 S 111 St
West Allis, WI 53214

RE: Operator's License Application Review

Dear Moises;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 4, 2025 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

March 12, 2025

Melissa Soares
2321 W Cherry Street
Milwaukee, WI 53205

RE: Operator's License Application Review

Dear Melissa;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 18, 2025 at 7:00 pm in Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Common Council Chambers.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
City Clerk's Office
clerk@westalliswi.gov
414.302.VOTE

Re: Notice of Non-Renewal of ALCOHOL LICENSE ALC-22-84 for the 7/1/25 – 6/30/26 licensing period.

Talwinder Soos
One Stop West Allis Food & Liquor
West Allis, WI 53219

Pursuant to Wis. Stat. Sec. 125.12(3), the City of West Allis hereby notifies you of its intent to not-renew the Class A Beer & Liquor license currently issued to you.

The basis for this decision includes but is not limited to:

Indebtedness to wholesaler - Wis. Stat. 125.33(7)(b) and 125.69(4)(b))

Based upon the aforementioned defects, it is the City's intention to not renew your license. Pursuant to Wis. Stat. 125.12(3) you may have a hearing on this matter upon request. The deadline to request this hearing shall be April 30th, 2025. Any hearing request must be made in writing, or in the manner and form identified by the Clerk's Office and delivered to the city on or before the deadline. If you fail to request a hearing, the West Allis Common Council will not renew your license as indicated above.

You may elect to be represented by counsel at this hearing but please be aware that no lawyer will be appointed for you. You may present evidence at this hearing, including providing witnesses or cross-examining witnesses. Any additional questions may be addressed to the West Allis City Attorney's Office at 414-302-8450.

Sincerely,

Tracey Uttke
City Clerk
Authorized by the West Allis Common Council



City Clerk
City Clerk's Office
clerk@westalliswi.gov
414.302.VOTE

Re: Notice of Non-Renewal of ALCOHOL LICENSE ALC-22-111 for the 7/1/25 – 6/30/26 licensing period.

Manpreet Singh
8530 W. Greenfield Ave
West Allis, WI 53214

Pursuant to Wis. Stat. Sec. 125.12(3), the City of West Allis hereby notifies you of its intent to not-renew the Class A Beer & Liquor license currently issued to you.

The basis for this decision includes but is not limited to:

Indebtedness to wholesaler - Wis. Stat. 125.33(7)(b) and 125.69(4)(b))

Based upon the aforementioned defects, it is the City's intention to not renew your license. Pursuant to Wis. Stat. 125.12(3) you may have a hearing on this matter upon request. The deadline to request this hearing shall be April 30th, 2025. Any hearing request must be made in writing, or in the manner and form identified by the Clerk's Office and delivered to the city on or before the deadline. If you fail to request a hearing, the West Allis Common Council will not renew your license as indicated above.

You may elect to be represented by counsel at this hearing but please be aware that no lawyer will be appointed for you. You may present evidence at this hearing, including providing witnesses or cross-examining witnesses. Any additional questions may be addressed to the West Allis City Attorney's Office at 414-302-8450.

Sincerely,

Tracey Uttke
City Clerk
Authorized by the West Allis Common Council



City Clerk
City Clerk's Office
clerk@westalliswi.gov
414.302.VOTE

Re: Notice of Non-Renewal of ALCOHOL LICENSE ALC-22-33 for the 7/1/25 – 6/30/26 licensing period.

Markus Gorsic
1900 S. 60th St.
West Allis, WI 53219

Pursuant to Wis. Stat. Sec. 125.12(3), the City of West Allis hereby notifies you of its intent to not-renew the Class B Tavern license currently issued to you.

The basis for this decision includes but is not limited to:

Indebtedness to wholesaler - Wis. Stat. 125.33(7)(b) and 125.69(4)(b))

Based upon the aforementioned defects, it is the City's intention to not renew your license. Pursuant to Wis. Stat. 125.12(3) you may have a hearing on this matter upon request. The deadline to request this hearing shall be April 30th, 2025. Any hearing request must be made in writing, or in the manner and form identified by the Clerk's Office and delivered to the city on or before the deadline. If you fail to request a hearing, the West Allis Common Council will not renew your license as indicated above.

You may elect to be represented by counsel at this hearing but please be aware that no lawyer will be appointed for you. You may present evidence at this hearing, including providing witnesses or cross-examining witnesses. Any additional questions may be addressed to the West Allis City Attorney's Office at 414-302-8450.

Sincerely,

Tracey Uttke
City Clerk
Authorized by the West Allis Common Council



City Clerk
City Clerk's Office
clerk@westalliswi.gov
414.302.VOTE

Re: Notice of Non-Renewal of ALCOHOL LICENSE ALC-22-130 for the 7/1/25 – 6/30/26 licensing period.

Neal Steffek
1902 S. 68th St.
West Allis, WI 53219

Pursuant to Wis. Stat. Sec. 125.12(3), the City of West Allis hereby notifies you of its intent to not-renew the Class B Tavern license currently issued to you.

The basis for this decision includes but is not limited to:

- Failure to submit proof of seller's permit - Wis. Stat. 125.04(5)(a)4.

Based upon the aforementioned defects, it is the City's intention to not renew your license. Pursuant to Wis. Stat. 125.12(3) you may have a hearing on this matter upon request. The deadline to request this hearing shall be April 30th, 2025. Any hearing request must be made in writing, or in the manner and form identified by the Clerk's Office and delivered to the city on or before the deadline. If you fail to request a hearing, the West Allis Common Council will not renew your license as indicated above.

You may elect to be represented by counsel at this hearing but please be aware that no lawyer will be appointed for you. You may present evidence at this hearing, including providing witnesses or cross-examining witnesses. Any additional questions may be addressed to the West Allis City Attorney's Office at 414-302-8450.

Sincerely,

Tracey Uttke
City Clerk
Authorized by the West Allis Common Council

**CITY OF WEST ALLIS
RESOLUTION R-2025-0291**

**RESOLUTION IN SUPPORT OF LEGISLATIVE BILLS THAT ALLOW
IMMEDIATE IMPOUNDMENT OF VEHICLES USED FOR RECKLESS DRIVING**

WHEREAS, reckless driving remains a constant threat to the safety of the community and is frequently cited as a top concern by residents of Milwaukee County; and

WHEREAS, in 2023 Act 1, the legislature created Wis. Stat. 349.115 to provide municipalities with an option to impound vehicles used in an act of reckless driving; and

WHEREAS, West Allis was the first community in Milwaukee County to enact an ordinance authorized by Wis. Stat. 349.115, but the state law has significant limitations that undercut its effectiveness;

WHEREAS, a bi-partisan group of 23 state legislators has introduced companion bills in the state assembly (AB 78) and senate (SB 65) to amend Wis. Stat. 349.115 and improve its effectiveness by eliminating the unnecessary limitations within that law; and

WHEREAS, enacting AB 78/SB 65 would be an improvement to the current law and provide a more useful tool that would assist law enforcement officers in keeping the community safe and deterring reckless driving;

NOW THEREFORE, be it resolved that the West Allis Common Council supports the passage and enactment of 2025 Assembly Bill 78/Senate Bill 65 and thanks the legislative sponsors for bringing this bill to the legislature.

SECTION 1: **ADOPTION** “R-2025-0291” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0291(*Added*)

AUTHORIZATION The city clerk shall forward a copy of this resolution to the Committees on Judiciary and Public Safety in both the Assembly and the Senate.

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

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0151**

**RESOLUTION TO APPROVE SHARED SERVICES REVIEW STUDY
EVALUATING THE POSSIBLE CREATION OF A JOINT FIRE DEPARTMENT
WITH WAUWATOSA**

WHEREAS, the City of West Allis is committed to ensuring that fire and emergency medical services (EMS) are delivered effectively, efficiently, and sustainably to meet the needs of the community; and

WHEREAS, the City of West Allis and the City of Wauwatosa seek to evaluate opportunities for enhanced service coordination, cost savings, and optimized resource allocation through a shared fire-EMS services review; and

WHEREAS, McMahon Associates, Inc. has submitted a proposal dated February 19, 2025, outlining a detailed study to analyze staffing models, response times, call volume distribution, budget impacts, equipment utilization, facility placement, and service-sharing opportunities; and

WHEREAS, upon acceptance of this proposal, McMahon will prepare an agreement incorporating the scope of services, payment schedule, and other contractual provisions as outlined in the proposal's general terms & conditions; and

WHEREAS, the total cost of the study is \$45,900, with the City of West Allis and the City of Wauwatosa each contributing \$22,950 to fund the project; and

WHEREAS, participation in this study aligns with the city's long-term objectives of financial prudence, intergovernmental cooperation, and proactive public safety planning, ensuring that emergency response services remain strong, sustainable, and adaptable to future challenges;

NOW THEREFORE, be it resolved by the Common Council of the City of West Allis:

1. That the city administrator is hereby authorized and directed to execute funding in the amount of \$22,950 for an intergovernmental cost-sharing agreement for the shared fire-EMS services review.
2. That the city administrator is hereby authorized to enter into an agreement with McMahon Associates, Inc. in accordance with the proposal dated February 19, 2025.
3. That the city administrator, along with the approval of the city attorney, is hereby authorized to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions of the proposal and professional services 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.

4. That the city attorney shall review the final agreement prior to execution to ensure compliance with city policies and legal requirements, including the terms outlined in McMahon’s general terms & conditions.
5. That upon completion, the findings and recommendations of the shared fire-EMS services review shall be presented to the Common Council for review, discussion, and potential future action to optimize fire and emergency medical service delivery for the residents of West Allis.

SECTION 1: ADOPTION “R-2025-0151” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0151(*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

Tracey Uttke, City Clerk, City Of West Allis

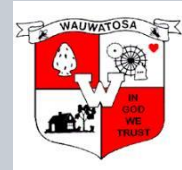
Dan Devine, Mayor, City Of West Allis

PROPOSAL

FEBRUARY 19,
2025

PUBLIC SAFETY & MUNICIPAL MANAGEMENT
PROFESSIONAL CONSULTING SERVICES

SHARED SERVICE REVIEW



CITIES OF WAUWATOSA AND WEST ALLIS

MILWAUKEE COUNTY, WI

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McMAHON. YOUR FULL-SERVICE DESIGN & CONSULTING FIRM

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February 19, 2025

Cities of Wauwatosa and West Allis

Attn: Jim Archambo, City Administrator
Richard Pfaff, Interim Administrator
Jim Case, Wauwatosa Fire Chief
Jason Schaak, West Allis Interim Fire Chief

Re: Cities of Wauwatosa and West Allis
Shared Fire-EMS Services Review

Dear Mr. Archambo, Mr. Pfaff, Fire Chief Case and Fire Chief Schaak,

We are pleased to submit a proposal for a Shared Service Review for the Cities of Wauwatosa and West Allis. Our teams' passion for Public Safety and working with Fire Departments provides the basis for our interest in submitting this proposal. Municipal Fire Consulting projects have become a major focus for McMahon Associates, Inc. (McMahon). Similar work in the past has included departments such as the Cities of Lake Elmo, and Wayzata, Minnesota, Villages of Mukwonago and Germantown, Wisconsin, and Cities of De Pere and Green Bay, Wisconsin.

McMahon's Public Safety & Municipal Management Group's focus is on national and international public management consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Municipal Administrations.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-540-1002 or by email at jroemer@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.



Jeffrey Roemer

Jeffrey Roemer
PUBLIC SAFETY MANAGER



Mark Rohloff

Mark Rohloff
DIVISION MANAGER

FIRE SERVICE SHARED SERVICE REVIEW PROPOSAL

QUALIFICATIONS

McMahon provides public management consulting that provides professional, high quality public management consulting, project management, and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Professional Ambulance Association of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which include administration, consolidations, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

METHODOLOGY

Our approach to this project requires a clear understanding of the current fire and emergency medical services operations, staffing, and administration in the Cities of Wauwatosa and West Allis. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved, and the goals and objectives.
- A work plan that is comprehensive, well designed, practical, and provides ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

CLIENT INPUT

To develop a comprehensive Shared Service Review and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the fire department. Accordingly, our approach includes regular meetings with the fire department, along with other city departments and neighboring agencies that would have valuable information regarding the current status of fire and EMS services in the Cities of Wauwatosa and West Allis.

PRACTICAL RECOMMENDATIONS

Our goal is to provide you with realistic recommendations for the evaluation of fire and emergency service shared delivery structures, cost savings, providing analysis on alternative organizational structures to improve efficiency and identify opportunities for collaboration that can result in improved sustainability of services. These recommendations need to be based on sound practical standards, economics, and operational effectiveness.

PROJECT MANAGEMENT

A successful assessment and the provision of effective recommendations require a special effort to ensure that all levels of the project receive adequate attention, and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments, and frequent communications with city and fire department administrations.

SCOPE OF WORK

PROJECT KICKOFF

- Develop a project team of appropriate users and stakeholders to oversee and participate in the project. The project team will coordinate project schedules, evaluate findings and recommendations, and review and present the final documents.
- Prepare for and conduct Project Planning Meeting with McMahon Project Manager, the Project Team, and key project personnel. The purpose of the meeting will be to define scope and mission, discuss the work plans, establish liaison responsibilities, coordinate project schedules, and confirm other general arrangements.

INITIAL ASSESSMENT AND OBSERVATIONS

- Obtain and review documentation pertaining to this project, such as existing fire department documentation, policies, and procedures, detailed call volume statistics, community development plans, service contracts, surveys, capital improvement plans, and previous studies. Data analysis will include review of call types, locations, date/times of calls, agencies responding to those specific calls, number of personnel responding to calls for service, and response times. This information will also be evaluated through our Geographical Information System mapping systems.

CONTINUED ASSESSMENT AND DOCUMENTATION

- Assess the current Fire-EMS operations and shared services in order to begin to assess future needs. Methods include conducting interviews and on-site observations with representatives of the fire departments, city administration, and neighboring agencies. The interviews and observations will be held in both group and individual settings.

Interviews and observations will primarily focus on the following issues:

- ❖ Current fire-EMS operations, staffing, and levels of service.
 - ❖ Fire and EMS service workload call volume and activity.
 - ❖ Fire and EMS operations and service expectations.
 - ❖ Current and anticipated budget issues.
 - ❖ Major equipment needs.
 - ❖ Economic development plans.
 - ❖ Facilities.
 - ❖ Shared services.
 - ❖ GIS Station and response analysis
- Prepare for and facilitate a project status meeting to discuss the results of the interviews and on-site observations and to review the next steps of the project.

ANALYSIS, PERFORMANCE REVIEW AND RECOMMENDATIONS

- Determine any changes, future trends, or public safety industry standards related to operational requirements. During the development of all recommendations, McMahon will consider many factors and standards as a basis for recommendations, including:
 - ❖ State of Wisconsin Statutes and Administrative Code

SCOPE OF WORK

- ❖ National Highway Safety Traffic Administration (NHSTA)
 - ❖ Federal Emergency Management Agency (FEMA)
 - ❖ Local Related Ordinances
 - ❖ Commission on Fire Accreditation International (CFAI)
 - ❖ National Fire Protection Association (NFPA)
 - ❖ Commission on Accreditation of Ambulance Services (CAAS)
- Prepare for and facilitate a Recommendations Meeting to present preliminary findings and obtain feedback from the Project Team.
 - Develop a comprehensive, detailed Shared Service Review (Analysis), utilizing the information provided by the documentation and data received, the interviews, and on-site observations. The projected growth and level of service needs will be considered during the development of these recommendations to include:
 - ❖ Operational assessment of the fire departments, including recruitment, employee selection, staffing, training, National Incident Management System compliance, and management structure and practices.
 - ❖ Service demand level and ability to meet the demand.
 - ❖ Effectiveness and efficiency improvements.
 - ❖ Evaluation of coordinated fire and EMS operations.
 - ❖ Evaluation of shared services.
 - ❖ Budgetary constraints.
 - ❖ Other issues identified during the analysis.

DOCUMENT PREPARATION AND REVIEW

- List and describe the findings and recommendations with regards to administration, fire, and EMS operations. Equipment, staffing, and training will be included in the recommendations.
- Prepare budget impact estimates by implementation recommendations, identifying initial and recurring costs in a separate category for each resource.
- Assemble the Analysis document by performing a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to McMahon's standards.
- Prepare, produce, and deliver the draft Analysis to the Project Team for review. Facilitate a Report Delivery Meeting to review content as well as schedules and expectations for the remaining project steps.
- Facilitate an Analysis Review Meeting with the Project Team approximately one (1) week after initial delivery to answer questions regarding the content of the Analysis. Make any changes to the Analysis based on the discussions at the Analysis Review Meeting. Produce and deliver final document copies to the Project Team.
- Facilitate an Analysis Review Presentation to each of the City Councils.

FEE SCHEDULE

PROJECT FEE

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Fire-EMS Service Analysis as follows:

Lump sum: \$45,900

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated May 10, 2024, which will be incorporated into the Agreement for reference.

Payment will be as follows: Total of five payments - payment of 20% at the start of the project and 20% at the end of each month thereafter totaling no more than \$45,900.

PROJECT SCHEDULE

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience on similar projects, it is estimated that this analysis will take approximately four (4) months to complete. This timeline is contingent upon data being readily available and in a format that facilitates analysis.

PROJECT CONTINUATION PHASES

The McMahon Project Team will be available to continue helping with the implementation of the Study recommendations if requested by both cities. The Management Counsel or implementation phase will be based on Time and Expenses with an estimated monthly cost of \$6,000 - \$8,000 per month based on actual hours spent on the project.

McMAHON TEAM

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the project team and clerical personnel support the team. The combined resources ensure that the client receives the best possible combination of professional attention.

JEFFREY R. ROEMER – PUBLIC SAFETY MANAGER

Jeff will serve as the Project Manager. He has over 40 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Division for McMahon. Jeff is a certified public manager and has been providing full-time public safety management consulting for the last 25 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

TIMM SCHABELL – PUBLIC SAFETY SPECIALIST

Timm has nearly 40 years of service in the emergency services, including over 25 years as the executive chief of an internationally accredited fire department. As Fire Chief, he Initiated and led two (2) successful fire department mergers and transitioned from a traditional Township Fire Department to a Fire Territory that currently serves five (5) separate governmental entities. Timm holds a master's degree in organizational leadership and a bachelor's in fire service management. He also earned an Executive Certificate in Public Policy from Harvard's Kennedy School, completed the Executive Leaders Program at the U.S. Naval Postgraduate School, and attended Harvard's National Preparedness Leadership Initiative. In 2007, Schabbel was recognized as Indiana's first "Fire Chief of the Year" by the Indiana Fire Chiefs Association. Upon his retirement in the spring of 2024, Indiana Governor Eric Holcomb awarded Timm the Sagamore of the Wabash, the state's highest honor for distinguished Hoosiers.

ED M. HENSCHERL – PUBLIC MANAGEMENT SPECIALIST

Ed has 40 years of municipal management experience. Prior to joining McMahon, he served as a city manager for 30+ years, serving municipalities in Wisconsin and Michigan. Ed was the Executive Director of the Wisconsin City/County Management Association for 10 years. He also has 18 years of municipal consulting experience conducting municipal recruitments, consolidation studies, department operation reviews, and labor negotiations. As a consultant, he has specialized in shared service and consolidation studies as well as management reviews for a wide range of municipal departments. Ed worked on the establishment of the North Shore Fire Department and the Fox Valley Metro Police Department.

DAN BURNS – SENIOR PUBLIC SAFETY SPECIALIST

Dan will assist the Project Team. Dan is a proven healthcare leader with an intense focus on helping organizations and leaders improve quality, ensure positive financial impact, increase productivity, and enrich the customer experience. Key strengths include optimizing processes, service line management, financial and strategic planning, developing, and nurturing new programs and business plans. He possesses a strong understanding of organizational structure and a proven ability to align various stakeholders to business objectives. Dan spent 30 plus years of his career in Emergency Medical Services as a provider, educator and administrator of hospital-based EMS and prehospital care organizations.

McMAHON TEAM

KEVIN I. BIERCE – SENIOR PUBLIC SAFETY SPECIALIST

Kevin will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions including Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

MARK A. ROHLOFF – DIVISION MANAGER

Mark is a successful, results oriented public manager with over 40 years of diverse experience in strategic planning, budgeting, finance, continuous improvement, personnel, public works and utilities, economic development, and intergovernmental relations. He has served as a manager and administrator for 3 different Wisconsin cities and towns, and has worked in cities ranging from 5,000 to 450,000 in population in Wisconsin, California, and Colorado. Mark has held leadership positions with the Wisconsin City-County Management Association, the League of Wisconsin Municipalities, and League Mutual Insurance, and has been a member of the adjunct faculty at UW Oshkosh.

REFERENCES

CITY OF LAKE ELMO

Fire Organizational Analysis
 Kristina Handt, City Administrator
 khandt@lakeelmo.org
 3880 Laverne Avenue, Suite 100
 Lake, Elmo, MN 55042
 (651) 747-3905

CITY OF WAYZATA

Fire Organizational Analysis
 Kevin Klapprich, Fire Chief
 600 Rice Street East
 Wayzata, MN 55391
 (952) 404-5338

VILLAGE OF GERMANTOWN

Fire Management Counsel Services
 Steven Kreklow, Village Administrator
 skreklow@germantownwi.gov
 N112W1701 Mequon Road
 Germantown, WI 53022
 (262) 250-4775

CITY OF GREEN BAY

Interim Fire Chief Services
 501 S. Washington St. Street
 Green Bay, WI 54301
 (920) 448-3279

VILLAGE OF MUKWONAGO

Fire Organizational Analysis
 440 River Crest Ct
 Mukwonago, WI 53149
 (262) 363-6420

CITY OF DEPERE

Fire Department Organizational &
 Consolidation Feasibility Analysis and Interim
 Fire Chief Services
 335 S. Broadway
 De Pere, WI 54115
 (920) 339-4044

DOOR COUNTY

Interim Emergency Services Director
 Ken Pabich, County Administrator
 421 Nebraska Street
 Sturgeon Bay, WI 54235
 (920) 746-2552

MILWAUKEE REGIONAL MEDICAL CENTER

Public Safety Consultant
 Robert Simi, Executive Director
rsimi@mrmcfl.org
 8700 W. Watertown Plank Road #5
 Milwaukee, WI 53226-3595
 (414) 778-4570

HOLMEN FIRE DISTRICT

Fire Department Sustainability and Fire
 Management Counsel
 710 South Main Street,
 Holmen, WI 54636
 (608) 526-9363

VILLAGES OF MOUNT PLEASANT, STURTEVANT, AND CALEDONIA

Shared Fire/EMS Service Models
 8811 Campus Drive
 Mount Pleasant, WI 53406
 (262) 664-7818

1. STANDARD OF CARE

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any 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.

2. PAYMENT AND COMPENSATION

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 Limits: McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



MEMORANDUM

TO: Common Council Members

FROM: Richard Pfaff, City Administrator (Interim)

DATE: February 25, 2025

SUBJECT: Resolution Authorizing Shared Fire-EMS Services Review

The resolution before the Common Council authorizes the City of West Allis to participate in a Shared Fire-EMS Services Review with the City of Wauwatosa, contingent upon their Common Council's approval. This study will evaluate potential opportunities for improving service coordination, optimizing resource allocation, and ensuring the long-term sustainability of fire and emergency medical services. It does not commit the city to consolidation or service changes but instead provides a fact-based analysis to inform future decision-making.

The study will analyze staffing models, response times, call volume distribution, equipment utilization, and facility placement for both fire departments. It will also evaluate potential shared service models to determine if collaboration could enhance service delivery. A financial impact analysis will examine potential efficiencies and cost-sharing opportunities. Findings and recommendations will be based on data, industry best practices, and national fire-EMS service benchmarks. A final report will be presented to the Common Council for review, discussion, and future decision-making.

This study is contingent upon the City of Wauwatosa's participation, which has not yet been finalized. Their Common Council is expected to consider the proposal in the coming weeks. If Wauwatosa does not approve participation, the study will not move forward, as there would be no partner for a shared services evaluation.

This study is a proactive step in evaluating potential service improvements to ensure that West Allis residents continue to receive the highest quality fire and EMS services in a sustainable manner. The findings will provide the Common Council with valuable data, but no changes will occur without further review and approval.

Cc: Shared Service Review Proposal

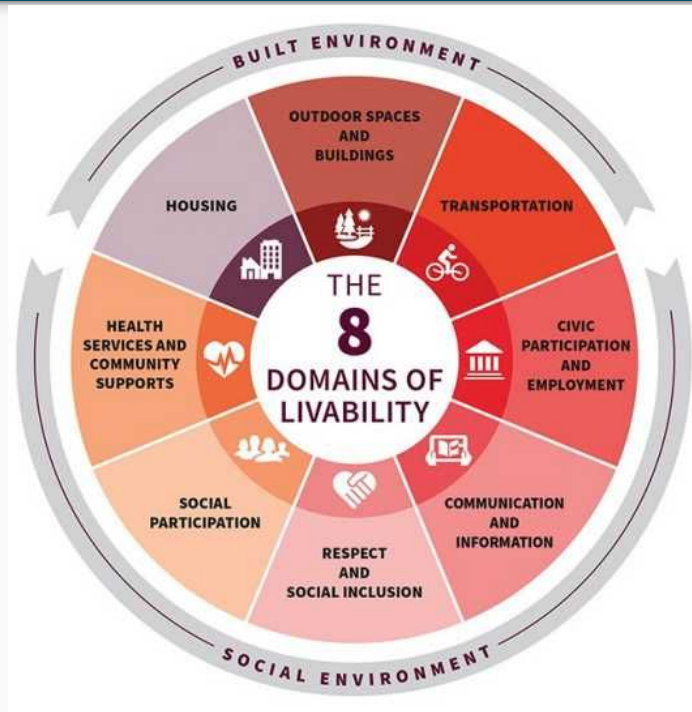
Age Friendly Survey Results

Shannon Byrne

West Allis Senior Center - Southwest Suburban Health Department



What are Age Friendly Communities?



The places aiming to be more livable, and better able to support people of all ages, when local leaders commit to improving the quality of life for the very young, the very old, and everyone in between

Survey Implementation

Through city marketing channels,
paper surveys across the
community

November 1 – mid-December, 2024

Required to live in West Allis and be
45 or older

Compiled by AARP's National team



Who Responded?

345 Total Respondents

Respondents were 77% women

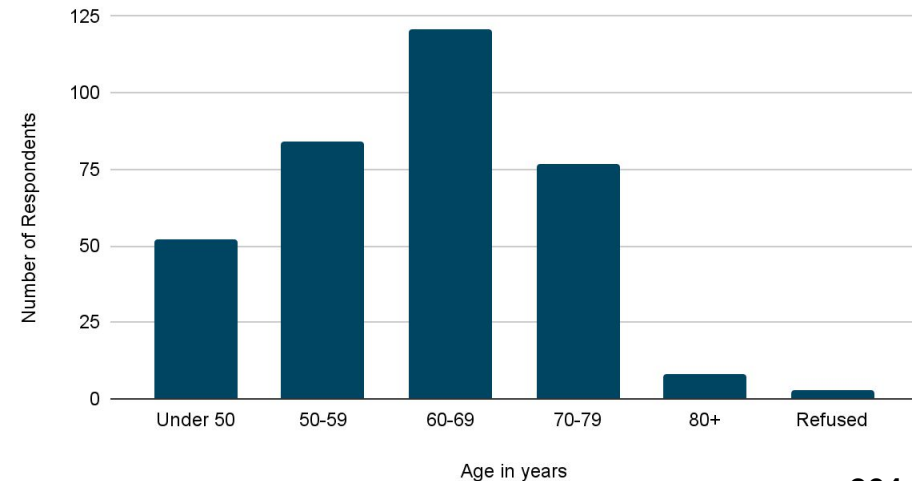
95% White, 96% non-Hispanic

92% identified as straight/heterosexual

32% had a disability

18% were caregivers

What is your age as of your last birthday?



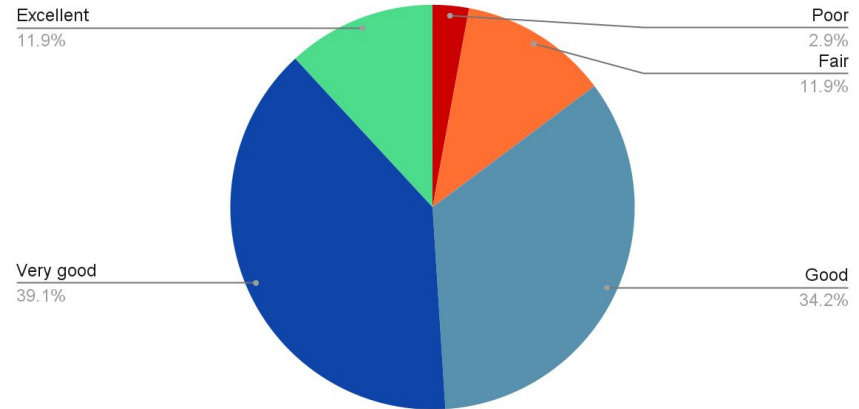
General Sentiment

72% find it extremely important to be able to live independently in their home as they age

47% plan to stay in their current residence and never move

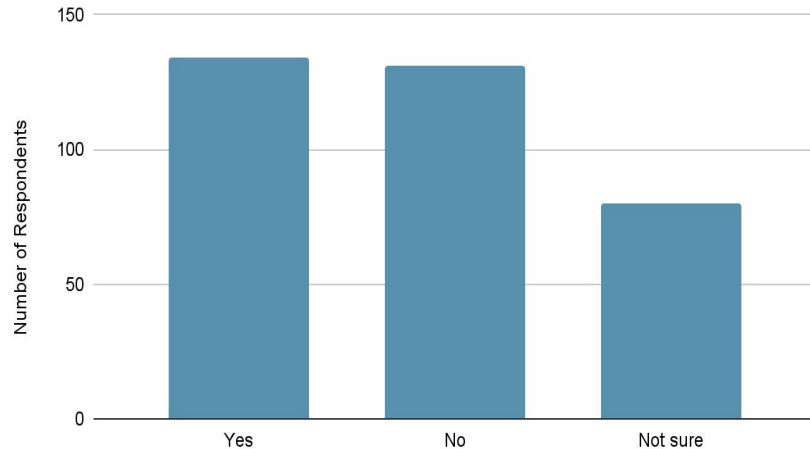
The most important factor in considering a move was **“Wanting a home that will help you live independently as you age”**

How would you rate your current community as a place for people to live as they age?



Theme - Housing Stock is Unprepared

Will your home need modifications to allow you to stay there as you age?



75%* rated “Well-maintained, safe low-income housing” poorly

71%* felt there weren’t enough homes that are built with things like a no-step entrance, wider doorways, and first floor bedrooms and bathrooms

55%* felt there wasn’t enough affordable housing options for older active adult communities, assisted living, and communities with shared facilities and outdoor spaces

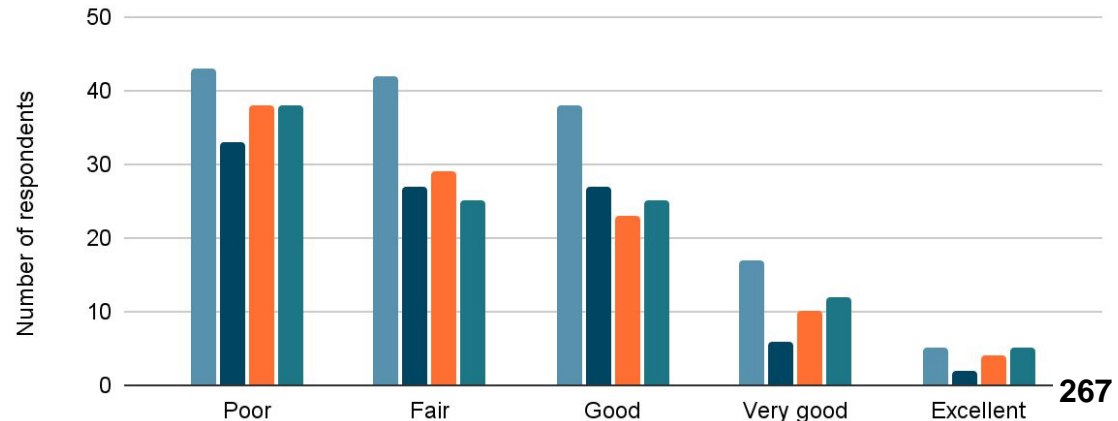
*This percentage was adjusted to exclude respondents who responded “Not Sure”

Theme - Job concerns

Of those still employed or looking for work, 63% expected to **continue to work as long as possible, rather than retire** or no longer work for pay

How would you rate your community in the following?

- A range of flexible job opportunities for older adults
- Job training opportunities for older adults who want to learn new job skills within their job or get
- Job that are adapted to meet the needs of people with disabilities
- Policies that ensure older adults can continue to have equal opportunity to work for as long as they



Theme - Information

48%* felt it was hard to find information on available local volunteer opportunities

53%* felt not enough community information is delivered in person to people who have difficulty leaving their home

45%* felt they didn't have access to enough clearly displayed printed community information with large lettering



*This percentage was adjusted to exclude respondents who responded "Not Sure"

Theme - Financial Insecurity

89% were concerned that cost of living increases may reduce their standard of living during their retirement years

39% stated 'Wanting to live in an area that has a lower cost of living' is a major factor in their decision to stay or move out of the community



Theme - Safety Concerns



58% considered personal safety or security concerns to be a major factor in their decision to stay or move out of the community

65% believed speed limits in the community were poorly enforced

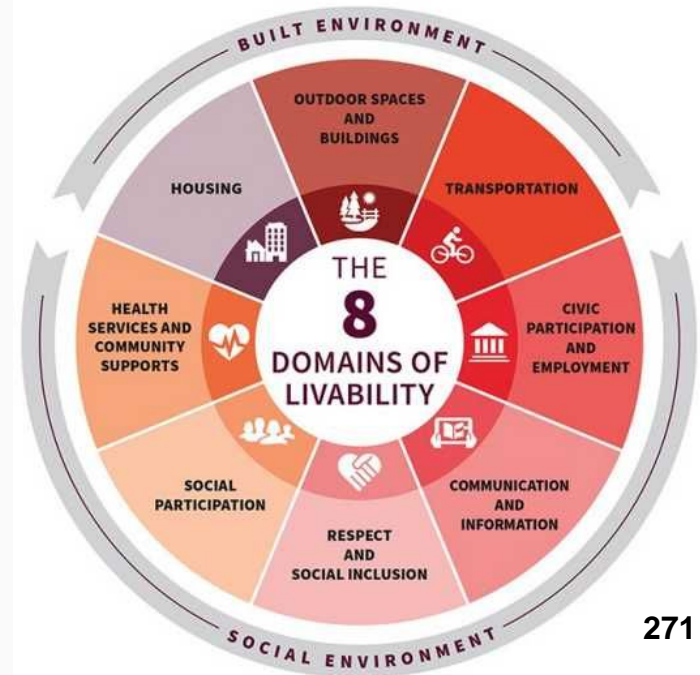
What Comes Next?

The Age Friendly Steering Committee determined its Action Plan priority areas

Housing

Civic Participation & Employment

We will determine strategies to improve those domains, and how we will evaluate our work



Connecting with the Public

Community Conversation

Creating a Community for All Ages



Tuesday, April 8 at 6 p.m.



Aurora West Allis Medical Center

8901 W. Lincoln Ave.



Sharing results in conjunction with:

Community & Neighborhood Services

Aurora Health Care

WAWM RCS

Eras Senior Network

Life Navigators



Getting Involved

Contact Shannon Byrne
sbyrne@westalliswi.gov

