City of West Allis

Meeting Agenda

Common Council

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

Tuesday, October 1, 2024 **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. Grisham.

D. PUBLIC HEARINGS

1. R-2024-0558 Resolution on a substantial amendment to the FY2020-FY2024 Community Development Block Grant Action Plans, relative to reallocating remaining/unused budget authority of $19,680.26 from the Neighborhood Lighting activity to the FY 23 Becher St Pedestrian Lighting activity to complete the project.

Attachments: Res_R-2024-0558
PH Reallocation of CDBG Signifcant Amedment Funds Becher St. Lighting (003
EXHIBIT A Becher Street Lighting Activity

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

2. 2024-0686 September 17, 2024 Common Council Minutes.

Recommendation: Approve

Attachments: 2024-09-17 CC M

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

3. O-2024-0039 Ordinance to update municipal code - updating health department provisions, code of ethics, and special events.

Recommendation: Pass

Attachments: Ord O-2024-0039

4. R-2024-0515 Resolution to approve Certified Survey Map to split the existing parcel at 10533 W. National Ave. into two parcels. (Tax Key No. 519-0002-006)

Recommendation: Adopt

Attachments: Res_R-2024-0515

R-0515 CSM map exhibit

5. R-2024-0547 Resolution accepting work of Pro Electric, Inc. for street lighting conversion and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 3 for final payment in the amount of $1,000.

Recommendation: Adopt

Attachments: Res_R-2024-0547

6. R-2024-0550 Resolution granting a privilege to Wistl Family Trust for property located at 7429-47 W. Greenfield Ave. (Tax Key No. 453-0320-000).

Recommendation: Adopt

Attachments: Res_R-2024-0550

7. R-2024-0551 Resolution authorizing staff to petition the Public Service Commission for a construction authorization.

Recommendation: Adopt

Attachments: Res_R-2024-0551

8. R-2024-0564 Resolution amending the existing professional services contract with raSmith to provide traffic engineering services for the City of West Allis for an amount not to exceed $35,000.

Attachments: Res_R-2024-0564

EP 240820 Gengler_Greenfield Ave Parking Study_wEncl

9. R-2024-0565 Resolution amending the existing professional services contract with KL Engineering to provide electrical engineering services for the City of West Allis for an amount not to exceed $20,000.

Attachments: Res_R-2024-0565

Farmers Market Proposal_Implementation Design_City of West Allis_09052024

10. R-2024-0566 Resolution to amend an existing Professional Services Contract with GRAEF-USA, INC. to provide Design Engineering Services for playground, site improvements, and Green Infrastructure in Rogers Park, for an amount not to exceed $64,400.

Recommendation: Adopt

Attachments: Res_R-2024-0566

West Allis Rogers Park Proposal_GRAEF

11. R-2024-0567 Resolution to approve Memorandum of Understanding with HIDTA for fiscal agent services for 2025-2029.

Recommendation: Adopt

Attachments: Res_R-2024-0567
HIDTA Admin Agmt (2025-2029)

12. R-2024-0568 Resolution to approve the bid of F.J.A. Christiansen Roofing Co., Inc. to reroof the West Allis Library, Area E (Base Bid), in the amount of $170,015.

Recommendation: Adopt

Attachments: Res_R-2024-0568

13. R-2024-0570 Resolution to approve bid of C.W. Purpero, Inc. for urban soil decompaction at W. Orchard St. from 350-feet east of S. 108th St. to S. 108th St. dead end in the City of West Allis in the amount of $29,500.

Recommendation: Adopt

Attachments: Res_R-2024-0570
BidWorksheet_9309563

14. R-2024-0571 Resolution updating Policies - relocating code of ethics, updating vehicle operation policies, renumbering existing policies.

Recommendation: Adopt

Attachments: Res_R-2024-0571

15. 2024-0684 August 2024 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of $77,590.15.

Recommendation: Place on File

Attachments: August 2024 Municipal Judge

16. 2024-0698 Renewal applications for Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers for the following: Michael Rondinelli, DBA Get It Now, 6826 W. Greenfield Ave. (PNSH-22-35), Brian Boyer, DBA E-5 Sports, 7241 W. Greenfield Ave. (PNSH-22-36), Michael Soiney, DBA MAS LLC, 10220 W. Greenfield Ave. (PNSH-22-2)

Recommendation: Grant

Attachments: PNSH-22-35 - App Summary
PNSH-22-36 - App Summary
PNSH-22-2 - App Summary

17. 2024-0714 Resignation of Mike Mazmanian, Code Enforcement Director.

Attachments: Mazmanian Resignation Notification

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

18. R-2024-0558 Resolution on a substantial amendment to the FY2020-FY2024 Community Development Block Grant Action Plans, relative to reallocating remaining/unused budget authority of $19,680.26 from the Neighborhood Lighting activity to the FY 23 Becher St Pedestrian Lighting activity to complete the project.

Attachments: Res_R-2024-0558
PH Reallocation of CDBG Signifcant Amedment Funds Becher St. Lighting (003
EXHIBIT A Becher Street Lighting Activity

PUBLIC WORKS COMMITTEE

19. R-2024-0561 Resolution to approve the privilege agreement between the City of West Allis and Walter Holtz of The Deco at 7140 W. Greenfield Ave. for use of a designated portion of S. 72nd St. as a pedestrian mall.

Recommendation: Adopt

Attachments: Res_R-2024-0561
Deco Agreement for Pedestrian Mall 9.24.24

ECONOMIC DEVELOPMENT COMMITTEE

20. 2024-0650 New Class A Liquor and Beer License for Best Asian Market LLC, d/b/a Mei Hua Market, 11066 W. National Ave. Agent: Ka Ying Moua. (ALC-24-30)

Attachments: ALC-24-30 - Mei Hua - App Summary
ALC-24-30 - Mei Hua - Floor Plan
ALC-24-30 - Mei Hua - Floor Plan 2
ALC-24-30 - Mei Hua - Hearing Notice

21. 2024-0664 New Class B Beer License for St. Barnabas Congregation, St. Augustine site, 6753 W. Rogers St. Agent: Russell Miller. (ALC-24-31)

Attachments: ALC-24-31 - St. Augustine - App Summary
ALC-24-31 - St. Augustine - Floor Plan
ALC-24-31 - St. Augustine - Hearing Notice

22. R-2024-0549 Resolution to approve the Year 2025 Operating Plan for the Downtown West Allis Business Improvement District and to adopt the special assessment method as stated therein.

Recommendation: Refer for Public Hearing on October 15, 2024

Attachments: Res_R-2024-0549
Signed 2025 BID Operating Plan
2025 Completed Assessment Roll

23. R-2024-0552 Resolution to approve a Subordination Agreement for the Economic Development Loans to Naus Brewing LLC d/b/a Perspective Brewing Co. located at 7508 W. Greenfield Ave.

Recommendation: Adopt

Attachments: Res_R-2024-0552
Subordination Agreement - Naus Brewing LLC

24. R-2024-0555 Resolution to approve the terms & conditions for an Economic Development Loan to Sugar Studio, LLC located at 2201 S. 84th St. under the Capital Catalyst Loan Program in an amount up to $200,000.

Recommendation: Adopt

Attachments: Res_R-2024-0555
Sugar Studio LLC Commitment Letter

25. R-2024-0562 Resolution to approve a Subordination Agreement for the Economic Development Loan to West Allis Brewing Property LLC and OPE Brewing Company LLC located at 6751 W. National Ave.

Recommendation: Adopt

Attachments: Res_R-2024-0562
Mortgage Subordination Agreement (City of West Allis - $100,000)
Mortgage Subordination Agreement (City of West Allis - $50,000)
WBD Commitment

PUBLIC SAFETY COMMITTEE

26. 2024-0665 New Operator's License (Bartender/Class D Operator) application for Carmen Hazelberg. (BART-1293)

Attachments: BART-1293 - Hazelberg - Hearing Notice
BART-1293 - Hazelberg - 2nd Hearing Notice

27. 2024-0699 Special Event (SPEV-24-75) and Temporary Extension of a Class B License (TEMP-24-29) request for The Drunk Uncle, hosting a one-day event on October 6th, 2024, from 3:00 p.m. - 8 p.m., to be held at 1902 S. 68th St. Applicant: Neal Steffek.

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
RESOLUTION R-2024-0558

RESOLUTION TO APPROVE A SUBSTANTIAL AMENDMENT TO REALLOCATE UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE DOWNTOWN PEDESTRIAN IMPROVEMENT ACTIVITY TOWARD COMPLETING THE BECHER STREET PEDESTRIAN AND LIGHTING ACTIVITY

WHEREAS, the City of West Allis Common Council approves CDBG annual action plans, and the FY2023 Community Development Block Grant (CDBG) Annual Action Plan was approved under Resolution R-2023-0611;

WHEREAS, the Becher Street Pedestrian and Lighting Improvement project activity was one of the approved 2023 activities (R-2023-0458). That award of funds meets the national objective of the CDBG Program, such as assisting the needs of low-to-moderate income people and in a neighborhood that has seen increased commercial activity and traffic.

WHEREAS, over the past year, new pedestrian lighting has been installed and is nearing completion of contracted electrical work. It is estimated that the project will require additional funds to complete. The additional funding may be reallocated from remaining/unused budget authority of $19,680.26 from the Neighborhood Lighting activity to the FY 23 Becher St Pedestrian Lighting activity to complete the project.

WHEREAS, federal requirements with our Citizen participation plan call for a public hearing to be conducted to inform the public and obtain input on the reallocation of funds from a prior year project activity to another.

NOW THEREFORE, BE IT RESOLVED, the Common Council of the City of West Allis that it hereby allocates remaining/unused budget authority in the amount of $19,680.26 from the Neighborhood Lighting activity to the FY 23 Becher St Pedestrian Lighting activity to complete the project. The use of funds for the purpose of completing the remaining balance of work.

SECTION 1: **ADOPTION** "R-2024-0558" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0558*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

NOTICE OF PUBLIC HEARING
TO AMEND THE FY2020-FY2024 ANNUAL PLAN OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Tuesday, October 1, 2024, at 7:00 P.M.

NOTICE IS HEREBY GIVEN that the Common Council will conduct a public hearing in the Common Council Chambers of West Allis City Hall, 7525 West Greenfield Avenue, West Allis, Wisconsin, on Tuesday, October 1, 2024, at 7:00 p.m., or as soon thereafter as the matter may be heard, upon:

> Substantial amendment to the FY2020-FY2024 Community Development Block Grant Action Plans, relative to reallocating remaining/unused budget authority of $19,680.26 from the Neighborhood Lighting activity to the FY 23 Becher St Pedestrian Lighting activity to complete the project.

The purpose of this public hearing is to provide interested citizens an opportunity to express their views on the allocation and use of CDBG funds and to provide citizens with information on how these funds are to be utilized. For further information, examination and/or copying of this proposed amendment, please contact the Planning and Zoning Manager of the City of West Allis at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

Dated at West Allis, Wisconsin, this 24th day of September 2024.

Publish: September 27, 2024

EXHIBIT A:





City of West Allis

Meeting Minutes

Common Council

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

Tuesday, September 17, 2024 | **7:00 PM** | **City Hall, Common Council Chambers, 7525 W. Greenfield Ave.**

REGULAR MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:01 p.m.

B. ROLL CALL

Present 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

C. PLEDGE OF ALLEGIANCE

Led by Ald. Weigel

D. PUBLIC HEARINGS

1. 2024-0589 Conditional Use Permit for a North Shore Bank, with accessory drive-through service, located at 10533 W. National Ave.

Attachments: 2024-09-17 - PH Notice - North Shore Bank
Brand Guide 2024_Final

Steve Schaer presented.

2. 2024-0591 Conditional Use Permit for Angela's Lil Angels, a Group Child Care Center, at 1112 S. 60th St. to expire September 17, 2026.

Attachments: 2024-09-17 - PH Notice - Angela's Lil Angels

Steve Schaer presented.

Jessica & Jamie Oberbreckling, 1104 S. 60th St. Upper, spoke in opposition of the daycare.
Marsha, 1101-03 S 60th St., spoke in opposition of the daycare.
Angela, daycare owner spoke in favor of the daycare.

3. O-2024-0031 Ordinance to amend floodplain zoning ordinance as required by state and federal law.

Sponsors: Alderperson Haass

Attachments: Ord_O-2024-0031
Ord_O-2024-0031 - Signed

Steve Schaer presented.

4. R-2024-0518 Resolution to approve a substantial amendment to reallocate unused Community Development Block Grant funds from the Downtown Pedestrian Improvement activity toward completing the Becher Street Pedestrian and Lighting Activity.

Attachments: Res_R-2024-0518
EXHIBIT A Becher Street Lighting
Res_R-2024-0518 - Signed

Steve Schaer presented.

Adopt

E. PUBLIC PARTICIPATION

Jeff Piller, 1719 S 83rd St., New owner of property spoke of parking compliance issues with N&S towing who recently moved down the street.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

Mayor Devine announced that the following Standing Committees would meet during recess: Administration, Economic Development, Public Safety and Public Works.

G. MAYOR'S REPORT

Mayor Devine spoke about the following:
1. Thanked attendees of Pints with the Mayor last week.
2. Reminded about Coffee with the Mayor and District 1 Alderpersons on Friday 9/20 @ 10 a.m
3. Announced the passing of Vincent Vitale and spoke in remembrance of him.

H. ALDERPERSONS' REPORT

Ald. Halvorsen spoke about the Fairvview Park Neighborhood Association Block Party on October 20th.

I. APPROVAL OF MINUTES

5. 2024-0652 September 3, 2024 Common Council Minutes.

Attachments: 2024-09-03 CC M

Ald. Haass moved to approve, Ald. Kuehn seconded, motion carried.

J. STANDING COMMITTEE REPORTS

None.

Passed The Consent Vote

Ald. Haass moved to approve the Consent Agenda, items #6 - #32, Ald. Grisham seconded, motion carried by following roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

6. O-2024-0037 Ordinance to reorganize common council rules in city policy and correct errors and omissions in municipal code.

Sponsors: Alderperson Kuehn

Attachments: Ord_O-2024-0037

Ord_O-2024-0037 - Signed

Passed

7. R-2024-0503 Resolution approving the 2025 calendar of meeting dates of the West Allis Common Council.

Attachments: Res_R-2024-0503

2025 Proposed Calendar Draft 9.11.24

Res_R-2024-0503 - Signed

Adopted

8. R-2024-0507 Resolution authorizing the continuation of the Humana Medicare Advantage Plan for Medicare eligible retirees from January 1st, 2025 to December 31st, 2025.

Attachments: Res_R-2024-0507

Res_R-2024-0507 - Signed

Adopted

9. R-2024-0511 Resolution to accept the proposal of Utility Sales & Service, Inc. for furnishing and delivering one 2026 International MV607 chassis with Versalift TMD-2047T digger derrick truck for a total estimated sum of $386,271 as of 2024 pricing.

Attachments: Res_R-2024-0511

Digger Derrick Quote

Res_R-2024-0511 - Signed

Adopted

10. R-2024-0512 Resolution to accept the proposals of Truck Country of Wisconsin and Casper's Truck Equipment for furnishing and delivering two (2) 2025 Freightliner 114SD tandem truck chassis for $140,172 each and two (2) Henderson 14' Mark E dump bodies with ice control material spreader package for $198,772 each for a total sum of $677,888.

Attachments: Res_R-2024-0512

Tandem Dump Quote

Res_R-2024-0512 - Signed

Adopted

11. R-2024-0525 Resolution to consolidate and clarify Common Council rules and renumber other policies.

Attachments: Res_R-2024-0525

Res_R-2024-0525 - Signed

Adopted

12. R-2024-0526 Resolution to approve bid of UPI Construction LLC for sanitary and storm sewer relays in W. Burnham St. from S. 69th St. to S. 68th St. and S. 68th St. from W. Burnham St. to W. Mitchell St. in the amount of $232,252.50.

Attachments: Res_R-2024-0526

Res_R-2024-0526 - Signed

Adopted

13. R-2024-0530 Resolution to approve bid of UPI Construction LLC for water main & storm sewer relays in S. 97th St. from W. Grant St. to W. Becher St. in the amount of $363,941.70.

Attachments: Res_R-2024-0530

Res_R-2024-0530 - Signed

Adopted

14. R-2024-0531 Resolution to approve bid of LaLonde Contractors, Inc. for bioswale bump out construction at the intersection of S. 62nd St. and W. Lapham St. in the City of West Allis in the amount of $344,307.02, funded through Milwaukee Metropolitan Sewerage District.

Attachments: Res_R-2024-0531

Res_R-2024-0531 - Signed

Adopted

15. R-2024-0535 Resolution requesting a permanent easement from the Wisconsin Department of Natural Resources to the City of West Allis for storm sewer facilities.

Attachments: Res_R-2024-0535

Y-1208

Res_R-2024-0535 - Signed

Adopted

16. R-2024-0538 Resolution authorizing City Administrator to enter into agreement with Beyond Vision for the 2024 Presidential Election and Tax season customer service support.

Attachments: Res_R-2024-0538
City of West Allis Beyond Vision SOW - 9.16.24
Res_R-2024-0538 - Signed

Adopted

17. 2024-0645 Finance Director/Comptroller submitting report for August 2024 indicating City of West Allis checks issued in the amount of $7,831,412.43.

Attachments: Monthly Claims Report - August

Placed on File

18. 2024-0646 Claim by David Follette for a money judgment for alleged personal injury on May 5th, 2024.

Attachments: 2024-0646 - Claim - Follette
2024-0646 - Claim - David Follette Part 2

Referred to City Attorney

19. 2024-0082 Claim by Brett Finke regarding alleged property damage at 75th St. and W. Beloit Rd. on January 23, 2024.

Attachments: 2024-0082 Claim - Finke, Brett
Claims Report- September 17, 2024

Place on File

20. 2024-0081 Claim by Arminda Fontanez regarding alleged property damage at 75th St. and W. Beloit Rd. on January 23, 2024.

Attachments: 2024-0081 Claim - Fontanez, Arminda
Claims Report- September 17, 2024

Place on File

21. 2024-0080 Claim by Susan Mulder for alleged property damage at the 5900 block of W. Lapham St. on January 30, 2024.

Attachments: 2024-0080 Claim - Mulder
Claims Report- September 17, 2024

Place on File

22. 2024-0111 Claim by Brian Pfiefer for alleged property damage at S. 75th St. and W. Beloit Rd., on January 23, 2024.

Attachments: Claims Report- September 17, 2024

Place on File

23. 2024-0233 Claim by Pierre Louis regarding property damage sustained at S. 108th St. and W. Morgan Ave. on April 14, 2024.

Attachments: 2024-0233 - Claim - Louis, Pierre
Claims Report- September 17, 2024

Place on File

24. 2024-0108 Claim by Rachel Richter for alleged property damage at S. 76th St. and W. Beloit Rd., on January 23, 2024.

Attachments: 2024-0108 - Claim - Richter, Rachel
Heiser invoice Used Tire Put On
Walmart All-Season Tire Price
Claims Report- September 17, 2024

Place on File

25. 2024-0096 Claim by Cameron Szedziewski for alleged property damage at S. 76th St. and W. Beloit Rd., on January 23, 2024.

Attachments: 2024-0096 - Claim - Szedziewski
Claims Report- September 17, 2024

Place on File

26. 2024-0002 Claim by Michele Storts regarding alleged property damage at the 94E at Hawley Rd. onramp on December 22, 2023.

Attachments: 2024-0002 Claim - Storts, Michele
Claims Report- September 17, 2024

Denied

27. 2024-0135 Claim by Kira Young regarding wrongful tow of personal vehicle at 2071 S. 72nd St. on February 20, 2024.

Attachments: 2024-0135 - Claim - Young, Kira
Claims Report- September 17, 2024

Denied

28. 2024-0160 Claim by Terese Zunker regarding alleged property damaged in the 1000 BLK of 100th St. on May 11, 2023.

Attachments: 2024-0160 - Claim - Zunker, Terese
Claims Report- September 17, 2024

Denied

29. 2024-0674 Claim by Mills Hotel Wyoming LLC for a money judgment at 11548 W. Theo Trecker Way (414-9992-017).

Attachments: 2024-0674 - Claim - Mills Hotel Wyoming LLC

Referred to City Attorney

30. 2024-0654 New application for Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers for Suzann Campbell, 7226 W. Greenfield Ave. (PNSH-24-2)

Attachments: PNSH-24-2 - App Summary

Granted

31. 2024-0676 Renewal application for Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers for Robert Leary, 5601 W. National Ave. (PNSH-22-11)

Attachments: PNSH-22-11 - App Summary

Granted

32. 2024-0670 Temporary Extension of a Class B License request for Fourth-N-Long, hosting a one-day event on October 20th, 2024 from 10:30 a.m. - 8 p.m., to be held at 8911 W. National Ave. Applicant: Michael Lange

Attachments: TEMP-24-28 - Fourth N Long - App Summary

Granted

L. COMMON COUNCIL RECESS

Ald. Haass moved that the Council recess until completion of the Standing Committee meetings, Ald. Kuehn seconded, motion carried.

The Council recessed at 7:58 p.m. and returned at 9:15 p.m.

M. NEW AND PREVIOUS MATTERS

Passed The Block Vote

Ald. Weigel moved to approve items #33 - #35, motion carried by following roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

ADMINISTRATION COMMITTEE

Committee convened at 8:30 p.m.

33. R-2024-0504 Resolution accepting the Arbitrator's decision in the matter of the Interest Arbitration between the West Allis Professional Police Association and the City of West Allis for the 2022-2025 Collective Bargaining Agreement.

Attachments: Res_R-2024-0504
West Allis Police 2022-2025 CBA Final Offer 1-5-2024
Award West Allis PD Interest Arb
Res_R-2024-0504 - Signed

Committee Action:
Ald. Kuehn moved to adopt, Ald. Novak seconded, motion carried.

Council Action: Adopted

34. 2021-0490 West Allis Professional Police Association request to open contract negotiations.

Attachments: 2021-0490 - Request to Open Negotiations WPPA

Ald. Grob moved to convene into Closed Session at 8:32 p.m., Ald. Nowling seconded, motion carried by roll call vote:
Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak
No: 0

Ald. Grob moved to re-convene into Open Session at 8:39 p.m., Ald. Nowling seconded, motion carried by roll call vote:
Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak
No: 0

Committee Action: Ald. Kuehn moved to place on file, Ald. Grob seconded, motion carried.

Council Action: Placed on File.

Public Hearing Items (Administration Committee)

35. R-2024-0518 Resolution to approve a substantial amendment to reallocate unused Community Development Block Grant funds from the Downtown Pedestrian Improvement activity toward completing the Becher Street Pedestrian and Lighting Activity.

Attachments: Res_R-2024-0518
EXHIBIT A Becher Street Lighting
Res_R-2024-0518 - Signed

Committee Action:
Ald. Kuehn moved to adopt, Ald. Grob seconded, motion carried.

Council Action: Adopted

PUBLIC WORKS COMMITTEE

None.

Passed The Block Vote

Ald. Kuehn moved to approve items #36 - #40, motion carried by the following roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 8:02 p.m.

36. 2024-0620 New Class B Tavern and Public Entertainment License for Bar West Allis LLC, d/b/a Drunk Uncle, 1902 S. 68th St. Agent: Neal Steffek. (ALC-24-29)

Attachments: ALC-24-29 - Drunk Uncle - App Summary
ALC-24-29 - Drunk Uncle - Original Floor Plan
ALC-24-29 - Drunk Uncle - Floor Plan from Renewal App
ALC-24-29 - Drunk Uncle - Hearing Notice
ALC-24-29 - Drunk Uncle - Hearing Notice 2nd

Committee Action:
Ald. Novak moved to deny based on testimony of the City Attorney and information from the Department of Revenue, Ald. Kuehn seconded, motion carried.

Council Action: Denied

37. R-2024-0522 Resolution to approve a Commercial Façade Improvement Contract by and between the City of West Allis and Sam Stair, dba S2 Real Estate w burnham llc located at 5916-28 W. Burnham St., in an amount not to exceed $20,000, funded through CDBG.

Attachments: Res_R-2024-0522
5916 W. Burnham St. Facade Grant Contract
Res_R-2024-0522 - Signed

Committee Action:
Ald. Nowling moved to adopt as amended changing the amount not to exceed $30000, Ald. Novak seconded, motion carried.

Council Action: Adopted

Public Hearing Items (Economic Development Committee)

38. 2024-0589 Conditional Use Permit for a North Shore Bank, with accessory drive-through service, located at 10533 W. National Ave.

Attachments: 2024-09-17 - PH Notice - North Shore Bank
Brand Guide 2024_Final

Committee Action:
Ald. Weigel moved to grant, Ald. Novak seconded, motion carried.

Council Action: Granted

39. O-2024-0031 Ordinance to amend floodplain zoning ordinance as required by state and federal law.

Sponsors: Alderperson Haass

Attachments: Ord_O-2024-0031
Ord_O-2024-0031 - Signed

Committee Action:
Ald. Nowling moved to pass, Weigel seconded, motion carried.

Council Action: Passed

40. 2024-0591 Conditional Use Permit for Angela's Lil Angels, a Group Child Care Center, at 1112 S. 60th St. to expire September 17, 2026.

Attachments: 2024-09-17 - PH Notice - Angela's Lil Angels

Committee Action:
Ald. Grob moved to grant as amended with 2-year duration, Ald. Weigel seconded, motion carried.

Ald. Nowling moved to adjourn at 8:30 p.m., Ald. Grob seconded, motion carried.

Council Action: Granted as amended

Passed The Block Vote

Ald. Grisham moved to approve items #41 - #44, motion carried by the following roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

PUBLIC SAFETY COMMITTEE

Committee convened at 8:03 p.m.

41. 2024-0653 New Operator's License (Bartender/Class D Operator) application for Jessica Bahr-Awonohopay. (BART-1284)

Attachments: BART-1284 - Bahr-Awonohopay - Hearing Notice

Committee Action:
Ald. Haass moved to grant, Ald. Turner seconded. Motion carried.

Council Action: Granted

42. 2024-0665 New Operator's License (Bartender/Class D Operator) application for Carmen Hazelberg. (BART-1293)

Attachments: BART-1293 - Hazelberg - Hearing Notice

Committee Action:
Ald. Grisham moved to hold due to need of police report proving her identity has been stolen, Ald. Turner seconded. Motion carried.

Council Action: Held

43. 2024-0661 Discussion regarding Nuisance Abatement programs.

Bob Leischow presented.

Discussion Only

44. 2024-0662 Discussion regarding the Southwest Suburban Health Department progress.

Bob Leischow, Mike Mazmanian, Mike Brofka, Kevin Smith and Dan Adamcyzk presented.

Discussion Only

Ald. Haass moved to adjourn at 9:15 p.m., Ald. Halvorsen seconded, motion carried.

N. ADJOURNMENT

Ald. Haass moved to adjourn at 9:23 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is October 1, 2024 at 7:00 p.m.

YouTube Meeting Links for September 17, 2024:

Common Council and Public Safety & Public Works Committees
https://www.youtube.com/watch?v=Gzaqi4NsEOE

Administration & Economic Development
https://www.youtube.com/watch?v=JRsaEg6G9h8



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
ORDINANCE O-2024-0039

ORDINANCE TO UPDATE MUNICIPAL CODE - UPDATING HEALTH DEPARTMENT PROVISIONS, CODE OF ETHICS, AND SPECIAL EVENTS

AMENDING VARIOUS SECTIONS.

WHEREAS, the City seeks to update the municipal code to reflect the multiple municipal health department it formed with Greenfield (the Southwest Suburban Health Department); and

WHEREAS, the code of ethics is directed at City officials and employees, so it should be found within the policies and procedures manual even though state law contemplates an ordinance to establish the code of ethics; and

WHEREAS, based upon the shortened timeline for applying for block party special event permits, the clerk must necessarily be authorized to issue such permits;

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

SECTION 1: **AMENDMENT** "2.17 Sealer Of Weights And Measures" of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

2.17 Sealer Of Weights And Measures

1. Appointment. The mayor shall appoint the city sealer, subject to approval by the Common Council, as required by Wis. Stat. 98.04(1).
2. Duties. The city sealer shall have all the duties and authorities granted to sealers of weights and measures by Wis. Stat. Ch. 98 and any other applicable state law. The city sealer may also enforce WAMC Ch. 8.
3. Deputies. To the extent allowed by the common council, the city sealer may appoint deputy sealers who shall have power to perform the duties of the office.

~~Powers and Duties. The Sealer of Weights and Measures shall have the powers and duties as set forth in Chapter **8** of this Code and in Chapter 98 of the Wisconsin Statutes. **[Ord. O-2018-0022, 5-15-2018]**~~

SECTION 2: **AMENDMENT** "2.24 Health Commissioner" of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

2.24 Health Commissioner

1. ~~Appointment.~~The City has established, jointly with the governing body of the City of Greenfield, a multiple municipal local health department that meets the requirements of Wis. Stat. Ch. 251. If that multiple municipal health department contracts with the City for public health services, t~~T~~he City Administrator shall recommend appointment of a full-time local health officer subject to approval by the Common Council in the unclassified service of the City to serve full time at the pleasure of the Common Council, in accordance with City of West Allis Policies and Procedures Manual Policy No. 404 (Recruitment and Hiring Process for Executive/Managerial/Deputy Assistant Service Positions), Policy No. 405 [Discipline for Non-Elective Officials (Executive Service/Department Heads)], and as provided by Section 17.12(1) of the Wisconsin Statutes, and for ease of reference, be known as the Health Commissioner.
2. ~~Duties and Powers. The Health Commissioner shall perform the duties and have the responsibilities, as are prescribed by Chapter 7 of this Code, the position job description, employment contract, and such other duties as the Common Council may prescribe from time to time.~~

~~Editor's Note: Former Subsection (3), Market Master, which immediately followed this subsection, was repealed 2-18-2019 by Ord. No. O-2019-0004.~~ **~~[Ord. 6075, 2/16/1994; Ord. 6504, amend, 3/7/2000; Ord. O-2018-0022, 5-15-2018]~~**

SECTION 3: **AMENDMENT** "2.25 Board Of Health" of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

2.25 Board Of Health

1. The City has established, jointly with the governing body of the City of Greenfield, a multiple municipal local health department that meets the requirements of Wis. Stat. Ch. 251

~~Composition.~~ **~~[Ord. O-2005-0036, 7/5/2005]~~**~~Organization and Procedure.Functions and Duties.Membership/Appointment. The Board of Health shall consist of nine (9) voting members to be appointed by the Mayor and confirmed by a majority vote of the members of the Common Council. Two (2) members of the Board shall be Alderpersons; two (2) members shall be representatives of the medical community; two (2) members shall be other representatives of the general community; one (1) member shall be a representative of the general community of the Village of West Milwaukee; one (1) member shall be the Chief Executive Officer of West Allis Memorial Hospital, or his/her designee; and one (1) member shall be the Health Department Medical Advisor. All members shall be residents of the City except for the~~

~~West Allis Memorial Hospital, Village of West Milwaukee and Medical Advisor members and serve without compensation. The Mayor shall designate one member as Chair.Terms. The initial appointment to the Board shall be four (4) members for one (1) year and five (5) members for two (2) years. Thereafter, appointments shall be for terms of two (2) years.The Board of Health shall adopt regulations for its own governance.Reporting. The Board shall prepare and file a quarterly and an annual report with the Common Council on its objectives, activities, and accomplishments.Staffing. The Health Commissioner shall provide staff support to the Board.The Board of Health shall have the powers and duties set forth in sec. 251.04 of the Wisconsin Statutes.~~

~~Editor's Note: Former Subsection (3), which immediately followed this subsection and set forth the Board of Health's powers and duties relative to the operation of the Farmers Market, as amended, was repealed 2-18-2019 by Ord. No. O-2019-0004. The same subsection was subsequently repealed again 4-1-2019 by Ord. No. O-2019-0015.~~**~~[Ord. 6073, 1/18/1994]~~**

SECTION 4: **AMENDMENT** "6.032 Special Events" of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6.032 Special Events

(a) Definitions. In this section:

(1) (Reserved).

(2) "Block party" means a special event in which a street is closed, there is no sale of personal services or merchandise from a temporary location on the special event premises, and invitees are people who reside on or near the special event premises.

(3) "Coordinator" means the sponsor or individual(s) identified by the sponsor that will be on-site at all times during a special event and are authorized to ensure compliance with this section.

(4) "Direct costs" means the following costs normally incurred by a department to provide staffing and equipment for a special event, but does not include any extraordinary cost incurred due to the content of the sponsor's message:

(A) Wages and fringe benefits of city employees or contractors performing work for the special event

(B) A reasonable rental rate for any city equipment provided for the special event

(C) An administrative charge equal to 10% of staffing and equipment expenses

(5) "Organize" means set up for, hold, arrange for, or maintain.

(6) "Person" means any individual, firm, organization, association, or corporation.

(7) “Public property” means any right-of-way or park.
(8) “Special event” means any organized gathering on private or public property that:
(A) Impedes the normal use of public property by persons not attending the event, or
(B) Is a use of a parcel that does not comply with the zoning code.
(9) “Sponsor” means the person who holds a permit to organize a special event.

(b) Permit Required. No person may organize a special event without a valid special event permit, unless:
(1) The person is an entity that has taxing authority;
(2) The special event is a funeral or funeral procession;
(3) (Reserved);
(4) The event takes place within the limited premises identified within a park permit; or
(5) The special event is authorized by the West Allis Police Department Community Services Unit.

(c) Application
(1) Type and Fees
(A) Special Event Fees. Any person seeking a special event permit that is not for a block party shall complete an official application, submit it to the city clerk, and pay the nonrefundable special event application processing fee listed on the Fee Schedule. If the person submits the application less than 30 days prior to the commencement of the special event, the person shall pay the expedited processing fee listed on the Fee Schedule in addition to the regular processing fee.
(B) Block Party Fees. Any person seeking a special event permit for a block party shall complete an official application, submit it to the city clerk, and pay the nonrefundable block party application processing fee listed in the Fee Schedule. If the person submits the application less than 7 days prior to the commencement of the block party, the person shall pay the expedited processing fee listed on the Fee Schedule at the time the application is submitted to the clerk in addition to the regular fee.
(C) Special Exception Fee. Any person seeking a special exception to zoning requirements as part of an application for a special event permit shall pay for the cost of publication and pay the nonrefundable special exception processing fee listed in the Fee Schedule.

(2) Information Required. An application is not complete until all of the following is filed with the city clerk:
(A) The name, mobile phone number, and email address of the sponsor or, if the sponsor is not an individual, the individual submitting the application on behalf of the sponsor.
(B) The name and mobile phone numbers of all coordinators.
(C) The location and description of the special event premises. The

application shall list an address or block number and include a map or diagram of the special event premises.

(D) The dates and times during which the special event is scheduled to take place, and any alternative dates in case a special event is postponed.

(E) A description of the characteristics of the special event, including:

(i) Maximum capacity of people on the premises and expected peak attendance.

(ii) Whether food or alcohol will be available for consumption and the type of alcohol license that will cover the premises.

(iii) Whether electronically amplified outdoor sound will be utilized.

(iv) Whether more than 400 square feet of ground will be covered by a tent or other temporary structure that provides shelter from the elements.

(F) The names of all vendors who will offer for sale personal services or merchandise from a temporary location on the special event premises.

(G) Whether the applicant is seeking a special exception from applicable zoning laws.

(H) For a special event that closes a street:

(i) A street closure consent form signed by occupants of at least 50 percent of the residential and commercial units on the closed portion of the street, and

(ii) An indication that all occupants on the closed portion of the street will be notified of the special event at least 7 days prior to the special event through door hangers, mail, or any method that ensures all occupants receive notice of the special event's date and time .

(3) Indemnification. The sponsor shall indemnify and hold harmless the City against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the sponsor or its employees, agents, or contractors arising out of the rights and privileges granted by a special event permit.

(4) Transferability. A sponsor may not transfer a special event permit to another person.

(d) Application Processing

(1) Upon receiving a completed application, the clerk shall forward the application to the police department, fire department, department of public works, health department, and city engineer.

(A) Each department shall review the application received from the city clerk and may estimate the department’s charges associated with the special event. A department may require payment for its direct costs by notifying the city clerk of the estimated amount if any of the following applies:

(i) The department's estimated direct costs to provide staffing

and equipment for a special event exceeds $500

(ii) Any vendors offer for sale personal services or merchandise from a temporary location on the special event premises

(B) If the total estimated direct costs for all departments is less than $1,000, the city clerk shall notify the sponsor, prior to issuing the special event permit, of the estimated direct costs and that the sponsor will be invoiced for the actual direct costs after the event. If the total estimated direct costs for all departments exceed $1,000, the city clerk shall require prepayment of the total estimated direct costs at least 7 days prior to the commencement of the special event.

(C) In determining staffing and equipment for a special event, the departments shall consider all the following:

(i) The anticipated peak attendance.

(ii) Whether food or alcohol is available for consumption.

(iii) Whether outdoor amplified sound is utilized.

(iv) Particular characteristics of the special event including layout, sight lines, nearby population density, parking availability, and other relevant factors.

(D) In determining whether to collect direct costs of staffing and equipment, the departments may not consider the content of any message at the special event.

(2) The city clerk shall determine if the applicant owes any delinquent fees, charges, or other debts to the City.

(3) If the application requests a special exception from zoning laws for the duration of the special event, the clerk shall schedule a public hearing on the application and publish a class 2 notice of that hearing as required by Wis. Stat. 62.23(7)(de)3.

(e) Permit Issuance and Appeal

(1) (Reserved).

(2) Issuance.

(A) Private Property. For any special event that does not take place on public property and complies with the zoning code, the city clerk shall issue a special event permit to the sponsor or its agent unless the applicant is disqualified.

(B) Public Property. For any special event taking place on public property, the city clerk shall issue a special event permit to the sponsor or its agent only if the application is granted by the common council.

(C) Zoning Exemption. If a zoning exemption is requested for a special event on private property, the city clerk shall issue a special event permit to the sponsor or its agent only after a public hearing is conducted on the application and the application is granted by the common council. The council may impose reasonable requirements or conditions upon the special exception prior to granting an application.

(D) Block Party. For any block party, the city clerk may issue a special event permit to the sponsor or its agent unless the applicant is disqualified. If the city clerk does not issue a permit under this paragraph, the city clerk shall issue a special event permit to the sponsor or its agent only if the application is granted by the common council.

(3) Disqualifiers. A person is not eligible for a special event permit if any of the following applies:

(A) In the 3 years prior to the date of application, the sponsor or coordinator failed to comply with the requirements of this section.

(B) The special event permit application contains materially false information.

(C) Any estimated direct costs for which the city clerk has required prepayment remain unpaid.

(D) Any delinquent fees, charges, or other debts to the City owed by the applicant remain unpaid.

(E) The clerk has received a prior pending application or has issued a different special event permit for the same premises during overlapping times and dates.

(4) Due Process. If the clerk has not issued a special event permit 7 days prior to commencement of the special event, the person whose application was not approved may apply for a writ of mandamus.

(f) Conditions upon Permit. Upon issuance of a special event permit, each sponsor agrees to the following conditions:

(1) The sponsor or at least one coordinator shall be on the special event premises at all times that the special event is open for attendees.

(2) The police department, fire department, or department of public works may increase or decrease the staffing or equipment on the premises during the special event based on the actual number of attendees in order to protect the public health, safety, and welfare, and the City may charge the sponsor up to the direct costs of an increase in staffing or equipment under this paragraph, except as stated in subsection (d)(1)(D).

(3) The coordinator shall keep a copy of the special event permit and any other applicable permit or license on the premises for the duration of the special event.

(4) The coordinator shall answer at all times that the special event is open for attendees any calls to the mobile phone for the number listed on the application from a city official or employee.

(5) The sponsor and coordinator shall comply with all local, state, and federal laws.

(6) At least 7 days prior to the special event, the sponsor shall provide notice to all occupants of a closed street of the special event date and time through door hangers, mail, or another method that ensures all occupants are informed of the special event's date and time.

(7) For any special event premises on public property other than the West Allis

Farmers Market, the sponsor and coordinator may not exclude any individual from the premises unless that individual engages in disorderly conduct, obstructs event attendees from taking part in the activities on the premises, or creates a safety hazard. For special events at the West Allis Farmers Market, the sponsor or coordinator may exclude any individual from the premises because it is not right-of-way and not a traditional public forum.

(g) The sponsor shall be vicariously liable for any law violations committed by any vendors offering for sale personal services or merchandise from a temporary location on the special event premises.

(h) Settlement of Direct Costs. Within 30 days after the final date indicated on the special event permit or the date on which a special event was closed under sub. (i), any department that provided an estimate of direct costs for staffing and equipment for the special event and is seeking reimbursement shall file with the city clerk an invoice showing the actual direct costs for staffing and equipment provided on premises during the special event.

(1) The city clerk shall apply any prepayment for that special event to the actual direct costs incurred by all departments seeking reimbursement, and then refund any excess prepayment to the sponsor or invoice the sponsor for any remaining balance.

(2) The sponsor shall pay the invoiced amount within 30 days after the invoice date and simple interest shall accrue at 1% per month on the balance due for each month the invoice is delinquent.

(i) Penalty and Remedies

(1) Forfeiture. Any person convicted of violating any of the provisions of this section shall forfeit not less than $50 nor more than $500 for each violation, together with the costs of prosecution.

(2) Event Closure. A law enforcement officer may summarily close a special event:

(A) If the event causes such a disturbance of public order that it is reasonable to believe that the assembly will cause injury to persons or damage to property unless it is immediately dispersed;

(B) If there is no sponsor or coordinator on the premises; or

(C) If the special event requires a permit and no permit has been issued for that special event;

(D) If the sponsor or coordinator fails to correct noncompliance with a condition of a special event permit after advanced warning to the sponsor or coordinator and reasonable opportunity to comply with that condition.

(3) Other Remedies. This section does not restrict the City from seeking any other remedies allowed by law.

Note: A special event permit is appropriate for any block party, church festival, concert, parade, carnival, or other large gathering.

SECTION 5: **REPEAL** "Subchapter III Code Of Ethics For Public Officials" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

R E P E A L

3.1 Declaration Of Policy

Moral and ethical standards among City public officials are essential to the conduct of representative government; and, the Common Council believes that a Code of Ethics, to establish standards of conduct for government officials by setting forth those acts or actions that are incompatible with the impartial and responsible exercise of the public trust and avoid conflicts between personal interests and public responsibilities, will improve the quality and integrity of public service and promote, strengthen and nurture the faith and confidence of the citizens of this community in their public officials.

[Ord. O-2003-0015, 1/21/2003]

3.2 Definitions

1. a. "Anything of value" means any money, property, favor, service, payment, advance, forbearance, loan, guarantee of loan or promise of future employment.
   b. "Anything of value" includes, without restriction by enumeration, tickets, passes, admission offered and provided by sponsors or organizations doing business with the City.
   c. "Anything of value" shall not preclude an official from attending programs or events sponsored by an agency of City government to which an official shall attend or participate in the course of official duty, and it shall not include political contributions which are reported under Chapter **11** of the Wisconsin Statutes, or hospitality extended for a purpose unrelated to City business by a person other than an organization.
   d. "Anything of value" shall not include fees, honorariums, compensation or reimbursement of expenses, provided reimbursement does not exceed one hundred dollars ($100) for a published work, meeting, presentation of a paper, talk or demonstration. If the value of the above exceeds one hundred dollars ($100), the official shall report such receipt to the Board, with a brief report of the event concerned. The report shall be made within sixty (60) days of its receipt.
2. "Associated," when used with reference to an organization, means any organization in which an individual or a member of his or her immediate family is a director, officer or trustee, or owns or controls, directly or indirectly, at least ten percent (10%) of the outstanding equity, voting rights or indebtedness, whether individually or in the aggregate.
3. "Board" means the Ethics Board.

4. "City" means the City of West Allis.
5. "Financial interest" means any interest, which yields a monetary or other material benefit to the official or to any person employing or retaining the services of the official.
6. "Gift" means the payment or receipt of anything of value without valuable consideration.
7. "Governmental entity" means any Department, Commission, Committee, Council, Board, Bureau, Division, service, office, officer, administration, legislative body or other establishment in the executive, legislative or judicial branch of the State or a political subdivision thereof, including any Wisconsin municipality.
8. "Immediate family: means:
    a. An individual's spouse.
    b. An individual's relative by marriage, lineal descent or adoption, who receives, directly or indirectly, more than fifty percent (50%) of his or her support from such individual or from whom such individual receives, directly or indirectly, more than fifty percent (50%) of his or her support.
9. "Income" has the meaning given under Section 61 of the Federal Internal Revenue Code.
10. "Internal Revenue Code" has the meaning given under secs. 71.02(1)(a) and (2)(b) of the Wisconsin Statutes.
11. "Ministerial action" means an action performed in a prescribed manner in obedience to the mandate of legal authority without regard to the exercise of judgment as to the propriety of the action being taken.
12. "Official" means any individual holding an elected City office, any candidate for elected City office, any member of the Ethics Commission, Community Development Authority, Plan Commission, or Board of Police and Fire Commissioners, and any Department Head, including individuals holding any such office or employment in an acting capacity.
13. "Organization: means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, unincorporated association, receivership, trust or any legal entity organized for profit, other than an individual or governmental entity.
14. "Payor" any person providing anything of value to the official and his or her spouse.
15. "Person" means any individual, person or organization.
16. a. "Security" means any stock, share, note, bond, debenture, evidence of indebtedness, share of beneficial interest in a business, investment contract, commodity futures contract, certificate of deposit for a security, limited partnership interest or, in general, any interest or instrument having the incidents of a security or offered in the manner in which securities are offered or any certificates of interest or participation in temporary or interim certificate for, receipt for guarantee of, or option, warrant or right to subscribe to or purchase or sell, any of the foregoing.
    b. "Security" does not include a certificate of deposit in a mutual savings and loan association, mutual savings bank, credit union or similar association organized under the laws of this State.

3.3 Standards Of Conduct

1. This section does not prevent any official from accepting other employment or following any pursuit, which in no way interferes with the full and faithful discharge of his or her public duties. The Common Council recognizes that citizens who serve the City as public officials retain their rights as citizens to interest of a personal or economic nature; that standards of ethical conduct for public officials of the City need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those conflicts which are substantial and material; and, that City officials may need to engage in employment, professional or business activities, other than official duties, in order to support themselves and/or their families, to maintain a continuity of professional or business activity or may need to maintain investments, which activities or investments do not conflict with the specific provisions of this section.
2. No official shall use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which the official is associated. **[Ord. O-2003-0046, 6/15/2004]**
3. No official shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the official's vote, official actions or judgments, or could reasonably be considered as a reward for any official action or inaction on the part of the official. This subsection does not prohibit an official from engaging in outside employment or his or her normal course of business.
4. No official shall intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family or for any other person, if the information has not been communicated to the public or is not public information.
5. No official shall use, or attempt to use, his or her public position to influence or gain unlawful benefits, advantages or privileges for himself, herself or other person.
6. No official and no organization in which an official or a member of his or her immediate family is associated shall enter into a contract with the City for more than three thousand dollars ($3,000) per year, without first disclosing it in writing to the Board and City Department involved. Any contract or lease entered into in violation of this subsection may be voided by the City in an action commenced within three (3) years of the date on which the Board or the Department or officer acting for the City, in regard to the allocation of City funds from which payment is derived, knew or should have known that a violation of this subsection occurred. This subsection does not affect the application of sec. 946.13 of the Wisconsin Statutes.
7. No official, other than in his or her official capacity, shall appear on behalf of any person, other than the official, his or her spouse or minor children, before any City employee, Department, Board, Commission or other agency.
8. No official shall engage in or accept private employment or act in regard to any financial interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties, if it could reasonably be expected to influence the official's

vote, official actions or judgment or could reasonably be considered as a reward for any official action or inaction on the part of the official, unless otherwise permitted by law and unless disclosure is made, as hereinafter provided.

9. No official shall, for compensation, act on behalf of any person other than the City, in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the official has at any time participated personally in his official capacity.
10. No official shall vote on any matter when the official or the official's immediate family has a personal financial interest.
11. No official shall, in his or her official capacity, do an act which he or she knows is in excess of his or her lawful authority or which he or she knows he or she is forbidden by law to do in his or her official capacity.
12. No official, without Common Council authorization, shall use or permit the use of any City property for personal convenience, use or profit.
13. No former official shall, for compensation, for twelve (12) months following the date on which he or she ceases to be an official, act on behalf of any person other than the City in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the former official participated personally and substantially as a City official.
14. No official shall grant special consideration, treatment or advantage to any person, beyond that which is available to every other person.
15. No official of the Personnel Division shall participate, in any manner, in the hiring, promotion, discipline or other personnel activity of a close friend or relative, as defined in Rule VII, Section 7, of the City of West Allis Civil Service Commission Rules and Regulations. **[Ord. O-2003-0029, 5/6/2003]**
16. This section does not prohibit an elected official from making inquiries for information on behalf of a person or from representing a person before any City employee, Department, Board, Commission or other agency, if the official receives no compensation therefor beyond the salary and other compensation or reimbursement to which the official is entitled by law. **[Ord. O-2003-0029, 5/6/2003]**
17. This section does not prohibit an official of the City from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit an official from taking official action with respect to any proposal to modify City ordinances or resolutions. **[Ord. O-2003-0029, 5/6/2003]**

[Ord. O-2003-0015, 1/21/2003]

3.4 Financial Disclosure

1. Officials. A statement of economic interest shall be filed with the Board by each official and individual who is a candidate for any elective City office, unless that person is required to file a statement of economic interests under Wis. Stat. 19.44(1).
2. Spouses. Any official or candidate required to file a statement of economic interest by subsection **(a)** shall also file a statement of economic interest on behalf of his or her spouse, to the best of the official's or candidate's knowledge, information and belief.

3. Filing requirements. Officials and candidates required to file under subsection **(a)** shall file statements of economic interest with the Board as follows:
    a. Any candidate for elective City office shall file a statement of economic interest at the time of filing nomination papers. The information contained on the statement shall be current as of the date of filing nomination papers.
    b. Any newly appointed or employed City official shall file a statement of economic interest within thirty (30) days after the commencement of appointment or employment. The information on the statement shall be current as of the date he or she assumes office or commences employment.
    c. Each individual who, in January of any year, is an official required to file, shall file a statement of economic interest no later than April 30 of that year. The information contained on such statement shall be current as of the preceding December 31.
    d. If an individual required to file has failed to file a statement of economic interest within the required time, no salary or compensation may be paid to such official until he or she files the required statement. The Board shall officially inform the Finance Director/Comptroller when it has determined that an official's salary or compensation should be withheld.
    e. If a candidate for elective City office fails to file a statement of economic interest within the required time, the candidate's name shall be omitted from the election ballot.
    f. The Board may, for good cause, grant to an official an extension of time to file a statement of economic interest not to exceed sixty (60) days from and after the filing date. An extension of time to file may only be considered upon application made to the Board prior to the filing date.

4. Disclosure. Whenever a dollar amount is required to be reported on a statement of economic interest, it shall be sufficient to report whether the amount is not more than fifty thousand dollars ($50,000) or more than fifty thousand dollars ($50,000).

3.5 Form Of Statement

The official or candidate filing a statement of economic interest shall file the statement on a form prescribed by the Board. Information which is required shall be provided on the basis of the best knowledge, information and belief of the individual required to file the statement. It shall contain:

1. The name and address of the individual required to file.
2. The identity of every organization doing business in or engaged in any transaction with or affecting the City with which the individual required to file or a member of his or her immediate family is associated and the nature of the association with the organization, except no identification need be made of:
    a. Any organization which is described in Sec. 170(c) of the Internal Revenue Code.

    b. Any organization which is organized and operated primarily to influence

voting at elections, including support for or opposition to present or future candidacy or referendum.

c. Any nonprofit organization which is formed exclusively for social or community service purposes.

d. A trust.

i. A person is the owner of a trust and the trust's assets and obligations, if the person is the creator of the trust and has the power to revoke the trust without obtaining the consent of all of the beneficiaries of the trust.

ii. A person who is eligible to receive income or other beneficial use of the principal of the trust is the owner of a proportional share of the principal in the proportion that such person's beneficial interest in the trust bears to the total beneficial interests vested in all beneficiaries of the trust. A vested beneficial interest in a trust includes a vested reverter trust.

3. The identity of every organization or body politic, doing business in or engaged in any transaction with or affecting the City, in which the individual, who is required to file, or that individual's immediate family, severally or in the aggregate, owns, directly or indirectly, securities having a value of five thousand dollars ($5,000), or more, the identity of such securities, except that no identification need be made of a security or issuer of a security when it is issued by any government or instrumentality or agency thereof, or any authority or public corporation created and regulated by an act of the Wisconsin Legislature.
4. The name of any person doing business in or engaged in any transaction with or affecting the City to whom the individual, who is required to file, or such individual's immediate family, severally or in the aggregate, owes five thousand dollars ($5,000), or more, excluding debts on personal residences.
5. The identity of each payor doing business in or engaged in any transaction with or affecting the City from which the individual, who is required to file, or a member of his or her immediate family, received one thousand dollars ($1,000), or more, of his or her income for the preceding taxable year, except that if the individual, who is required to file, identifies the general nature of the business in which he or she or his or her immediate family is engaged, then no identification need be made of a decedent's estate or an individual payor, not acting as a representative of an organization. In addition, no identification need be made of a payor from which dividends or interest is received.
6. If the individual, who is required to file, or a member of his or her immediate family, received one thousand dollars ($1,000), or more, of his or her income for the preceding taxable year from a partnership, corporation, electing to be taxed as a partnership under subchapter (s) of the Federal Internal Revenue Code, or service corporation under sec. 180.99 of the Wisconsin Statutes, in which, the individual or a member of his or her immediate family, severally or in the aggregate, has a ten percent (10%), or greater, interest, the identity of each payor from which the organization received one thousand dollars ($1,000), or more, of its income for its preceding taxable year, except that if the individual, who is required to file, identifies the general nature

of the business in which he or she or his or her immediate family is engaged, then no identification need be made of a decedent's estate or an individual person, not acting as a representative of an organization. In addition, no identification need be made of persons not doing business in or engaged in any transaction with or affecting the City or from which dividends or interest are received.

7. A description of the real property in the City in which the official or a member of his or her immediate family holds an interest, other than his or her principal residence, and the nature of the interest held. An official's interest in real property does not include a proportional share of interest in real property, if the official's prorata share is less than ten percent (10%) of the outstanding shares or is less than an equity value of five thousand dollars ($5,000).
8. The identity of each person from which the official received any gift or gifts having an aggregate value of more than one hundred dollars ($100) within the taxable year preceding the time of filing; except, the source of a gift need not be identified if the donor is the donee's parent, grandparent, child, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, fiance' or fiancee'.

[Ord. O-2003-0015, 1/21/2003]

3.6 Organization And Composition Of The Board

1. There is created a Board with seven (7) members appointed by the Mayor and subject to confirmation by the Common Council. In addition to citizen members appointed at large, organized labor and the business, religious and legal communities shall be represented. Each Board member shall be a resident of the City and shall serve without compensation. The term of office shall be three (3) years, except that for the initial appointees, three (3) persons shall be appointed for one (1) year, three (3) persons for two (2) years and one (1) person for three (3) years.
2. The members of the Board shall select their own Chairperson annually and shall adopt such rules as may be necessary to carry out the duties and responsibilities of the Board under this subchapter. Any rules adopted shall be subject to the approval of the Common Council.
3. The City Attorney shall furnish the Board whatever legal assistance is necessary and proper to carry out its functions. The Board or the City Attorney may request the Common Council to authorize special counsel for the Board. The City Clerk shall furnish whatever staff assistance it requires.
4. All members of the Board shall file statements of economic interest, as herein provided.

[Ord. O-2003-0015, 1/21/2003]

3.7 Duties Of The Board

1. Prescribe and make available forms for use under this subchapter.

2. Accept and file any information related to the purposes of or required by this subchapter.
3. Investigate any violation of this subchapter on its own motion or upon complaint properly filed with it.

4. Maintain a record of its investigations, inquiries and proceedings. The statement of economic interest and findings of the Board shall be public records. The City Clerk shall be the custodian of all records and tapes and responsible for their safekeeping. The City Clerk shall require an individual wishing to examine a statement of economic interest or the list of persons who inspect any statements which are in custody of the Board to provide his or her full name and address and, if the individual is representing another person, the full name and address of the person he or she represents. Such identification may be provided in writing or in person. The City Clerk shall record and retain for at least three (3) years information obtained pursuant to this subsection. No individual may use a fictitious name or address or fail to identify a principal in making any request for inspection. The City Clerk shall preserve the statements of economic interest for a period of six (6) years from the date of receipt of such form, including microfilming, as will facilitate document retention, except that:
    a. Three (3) years after an individual ceases to be an official, the City Clerk shall, unless the former official otherwise requests, destroy any statement of economic interest filed by the individual and any copies thereof in its possession.
    b. Three (3) years after any election at which a candidate for public office was not elected, the City Clerk shall destroy any statement of economic interest filed by the individual as a candidate for public office and any copies thereof, unless the individual continues to hold another position for which he or she is required to file a statement or unless the individual otherwise requests.
    c. Three (3) years from the action of the Common Council upon nomination for public office at which the Common Council refused to consent to the appointment of the nominee, the City Clerk shall destroy any statements of economic interest filed by the nominee and any copies thereof, unless the individual continues to hold another position for which he or she is required to file a statement or unless the nominee otherwise requests.
5. Any person who is involved in any matter that could involve conduct prohibited by this subchapter, or could result in a material conflict of interest, as defined below, on his or her part, may apply to the Board or the City Attorney for an advisory opinion. The Board or the City Attorney shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. The person requesting an advisory opinion shall have an opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of this subchapter before the advisory opinion is rendered. Unless otherwise waived by the person requesting an advisory opinion, any deliberations and actions by the Board upon such requests shall be in meetings closed to the public. It is prima facie evidence of intent to comply with this subchapter and the Board is prohibited from issuing any complaint against a person who refers a matter to

the Board or City Attorney and abides by the advisory opinion, if the material facts are as stated in the opinion request. Except as specified in paragraphs (f) and (g) below, neither the City Attorney nor a member or agent of the Board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion. **[Ord. O-2003-0046, 6/15/2004]**

A material conflict of interest on the part of any person is deemed to exist whenever the person's action or failure to act could reasonably be expected to produce or assist in producing a substantial benefit, directly or indirectly, for the person or his or her immediate family or an organization with which he or she is associated or the matter in question is one in which the official, in his or her private capacity, or a member of his or her immediate family or an organization with which he or she is associated, has a substantial interest. **[Ord. O-2003-0046, 6/15/2004]**

6. Records obtained in connection with a request for an advisory opinion, other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions, or organizations on whose behalf they are requested, are not open for public inspection. The Board may, however, make the advisory opinion and such records public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested. A person who makes or reports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and any of the records obtained or prepared by the Board, in connection with the request for an advisory opinion. **[Ord. O-2003-0046, 6/15/2004]**
7. Records obtained or prepared by the Board, in connection with an investigation, are not open for public inspection, except that the Board shall permit inspection of records that are made public in the course of hearing by the Board to determine if a violation of this subchapter has occurred. Whenever the Board refers such investigation and hearing records to the City Attorney or a District Attorney, they may be made public in the course of a prosecution.
8. Maintain a current list of persons doing business in or engaged in any transaction with or affecting the City for use by officials required to file a statement of economic interest with the Board. The list is an aid for officials required to file statements of economic interest that does not relieve any such official of his or her responsibility to provide such information on the basis of his or her best knowledge, information and belief.

[Ord. O-2003-0015, 1/21/2003]

3.8 Investigation Of Complaints

1. The Board shall accept from any individual, either personally or on behalf of an organization or governmental body, a verified complaint, in writing, signed and sworn to under oath, which states the name of any person alleged to have committed a violation of this subchapter and which sets forth the particulars thereof. The Board

shall forward to the accused, within ten (10) days, a copy of the complaint and a general statement of the applicable ordinances with respect to such verified complaint. If the Board determines that the verified complaint does not allege facts sufficient to constitute a violation of this subchapter, it shall dismiss the complaint and notify the complainant and the accused. If the Board determines that the verified complaint alleges facts sufficient to constitute a violation of this subchapter, it may make an investigation with respect to any alleged violation. If the Board determines that the verified complaint was brought for harassment purposes, the Board shall so state.

2. The Board shall investigate any complaint properly filed with it. Pursuant to any investigation conducted under this section, the Board has the power:
    a. To require any person to submit in writing such reports and answers to questions relevant to the proceedings conducted under this section, as the Board may prescribe, such submission to be made within such period and under oath, or otherwise, as the Board may determine.
    b. To administer oaths and to require, by subpoena issued by it, the attendance and testimony of witnesses and the production of any documentary evidence relating to the investigation or hearing being conducted.
    c. To order testimony to be taken by deposition before any person, who is designated by the Board, and has the power to administer oaths, and, in such instances, to compel testimony and the production of evidence in the same manner as authorized by subsection **(2)**.
    d. To pay witnesses the same fees and mileage as are paid in like circumstances by the courts of Wisconsin.
3. Following the receipt of a verified complaint or upon the receipt of other information, whether or not under oath, that provides a reasonable basis for the belief that a violation of this subchapter has been committed, or that an investigation of a possible violation is warranted, the Board may investigate the circumstances concerning the possible violation. No investigation of any person may be commenced until it has been authorized by the Board, by a majority vote, and until the person, who is the subject of the investigation, has been notified of the investigation, pursuant to subsection (3). During the course of an investigation, if the Board finds probable cause to believe that a violation of this subchapter has occurred, it may:
    a. If no verified complaint has been filed, upon its own motion, make a verified complaint, which shall be in writing, shall state the name of the person who is alleged to have committed a violation of this subchapter and shall set forth the particulars thereof. Within ten (10) days, the Board shall forward to the accused a copy of the complaint, a general statement of the applicable ordinance provisions with respect to such verified complaint and a specific statement enumerating the source or sources of information on which the complaint is based.
    b. If a verified complaint has been filed and the Board finds probable cause to believe that a violation of this subchapter, other than one contained in the complaint, has occurred, it may amend the complaint upon its own motion, to include such violations. If the complaint is so amended by the Board, a copy of the amendment shall be sent to the person complained of within forty-eight

(48) hours.

c. As soon as it becomes apparent to the Board that there exists probable cause for the belief that a particular person has committed a violation of this subchapter, the Board shall notify the alleged violator, by mailing a copy of a notice informing the alleged violator that such person is the subject of the investigation authorized by the Board, and a general statement of the applicable ordinances with respect to such investigation. Service of the notice is complete upon mailing.

d. No action may be taken on any complaint, which is filed later than three (3) years after a violation of this subchapter is alleged to have occurred.

[Ord. O-2003-0015, 1/21/2003]

3.9 Probable Cause Of Violation

At the conclusion of its investigation, the Board shall, in preliminary written findings of fact and conclusions based thereon, make a determination of whether or not probable cause exists to believe that a violation of this subchapter has occurred. If the Board determines that no probable cause exists, it shall immediately send written notice of such determination to the accused and to the party who made the complaint. If the Board determines that there is probable cause for believing that a violation of this subchapter has been committed, the preliminary findings and fact and conclusions may contain:

1. A recommendation for prosecution, which shall be referred to the City Attorney or District Attorney, as appropriate.
2. An order setting a date for hearing before the Board to determine whether a violation of this subchapter has occurred. Such order shall be served upon the accused. A hearing ordered under this paragraph shall be commenced within thirty (30) days of the date it is ordered, unless the accused petitions for and the Board consents to a later date.

[Ord. O-2003-0015, 1/21/2003]

3.10 Hearing Procedure

During any investigation and during any hearing which is conducted to determine whether a violation of this subchapter has occurred, the person under investigation or the accused may be represented by counsel of his or her choosing and the accused or his or her representative, if any, shall have an opportunity to challenge the sufficiency of any complaint, which has been filed against him or her, to examine all documents and records obtained or prepared by the Board in connection with the matter heard, to bring witnesses, to establish all pertinent facts and circumstances, to question or refute testimony or evidence, including the opportunity to confront and cross examine adverse witnesses. During any hearing conducted by the Board to determine whether a violation of this subchapter has occurred, all evidence, including certified copies of records, which the Board considers, shall be fully offered and made a part of the

record in the proceedings. Upon request of the accused, the Board shall issue subpoenas to compel the attendance of necessary witnesses. The standards of evidence and the burden of proof applicable to civil forfeiture actions shall apply to hearings under this section. The Board shall make a determination upon such evidence submitted by an affirmative vote of two-thirds (2/3) of all the members thereof.

[Ord. O-2003-0026, 3/4/2003]

3.11 Findings Of Fact And Conclusions; Orders And Recommendations

If the Board determines that no violation of this subchapter has occurred, it shall immediately send written notice of such determination to the accused and to the party who made the complaint. If the Board determines that violation of this subchapter has occurred, its findings of fact and conclusions may contain one or more of the following orders or recommendations:

1. In the case of any appointed officer or employee, a recommendation that he or she be censured, suspended or removed from office or employment. Such recommendation shall be made to the appropriate appointing authority which may censure, suspend or take action to remove the official from office or employment.
2. In the case of an elected City officer, a recommendation that the officer be censured, suspended or removed from office. Such recommendation shall be made to the Common Council.
3. An order requiring the official to conform his or her conduct to this subchapter.
4. An order requiring the official to forfeit not less than one hundred dollars ($100) or more than one thousand dollars ($1,000), for each violation of this subchapter. The City Attorney, when so requested by the Board, shall institute proceedings to recover any forfeiture incurred under this section, which is not paid by the person against whom it is assessed.
5. Such other recommendation or order as may be necessary and appropriate and as consistent with the intent and purposes of this subchapter.

3.12 Removal, Suspension And Censure

Upon receipt of a recommendation from the Board that an officer be censured, suspended or removed from office, the appropriate appointing authority or Common Council, as the case may be, may proceed in accordance with secs. 17.12 and 17.16 of the Wisconsin Statutes; but, no officer subject to civil service or to a Police and Fire Commission law, or whose removal is governed by such a law, shall be censured, suspended or removed otherwise than as therein provided.

3.13 Costs

1. If the Board finds that a complaint filed under this subchapter was willful and malicious and without probable cause, the expenses of investigation and hearing of any such complaint by the Board shall be paid by the person making the complaint. In all other cases, such expenses shall be paid by the City.

2. In any Board proceedings discontinued or dismissed or determined favorably to an official, the City shall pay all reasonable expenses which the official necessarily expended by reason of such proceedings.

3.14 Severability

If any provision of this subchapter is invalid or unconstitutional or if the application of this subchapter to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this subchapter, which can be given effect without the invalid or unconstitutional provision or application.

~~Subchapter III Code Of Ethics For Public Officials~~ *(Repealed)*

~~3.1 Declaration Of Policy~~ *(Repealed)*

~~3.2 Definitions~~ *(Repealed)*

~~3.3 Standards Of Conduct~~ *(Repealed)*

~~3.4 Financial Disclosure~~ *(Repealed)*

~~3.5 Form Of Statement~~ *(Repealed)*

~~3.6 Organization And Composition Of The Board~~ *(Repealed)*

~~3.7 Duties Of The Board~~ *(Repealed)*

~~3.8 Investigation Of Complaints~~ *(Repealed)*

~~3.9 Probable Cause Of Violation~~ *(Repealed)*

~~3.10 Hearing Procedure~~ *(Repealed)*

~~3.11 Findings Of Fact And Conclusions; Orders And Recommendations~~ *(Repealed)*

~~3.12 Removal, Suspension And Censure~~ *(Repealed)*

~~3.13 Costs~~ *(Repealed)*

~~3.14 Severability~~ *(Repealed)*

SECTION 6: **ADOPTION** "2.29 Ethics Board" of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

2.29 Ethics Board*(Added)*

1. Creation. The West Allis Ethics Board is hereby created.
2. Composition. The board shall consist of 7 members who shall be residents of the City.
3. Manner of Appointment. Subject to confirmation by the council, the mayor shall appoint the members. The mayor should attempt to appoint members so at least one member represents each of the following: business, religion, law, and organized labor.
4. Presiding Officer. The board shall elect a chair from its membership.
5. Term. The term of office is 3 years for members. Terms shall be staggered so that no more than 3 members' terms expires per year.
6. Compensation. Members shall serve without compensation.
7. Confidentiality of Records. Records of the board's opinions, opinion requests and investigations of violations of the ordinance shall be closed to public inspection under Wis. Stat. 19.35, except the board may publicly release an opinion with the subject's identification redacted or with the consent of the subject.
8. Authority. In addition to any authority under state law, the board shall have the power to:
    a. Administer and enforce the local code of ethics (See WAMC 2.295 and Policy P403).
    b. Maintain a statement of economic interests form.
    c. Investigate any violation of local ethics laws on its own motion at any time or upon complaint by any person within the 3 years prior to the date the complaint was filed.
        i. Before conducting an investigation, the board shall notify the subject of any ethics complaint that a complaint has been filed against that person and provide at least 30 days for the subject to respond to the complaint.
        ii. After the due date for the subject's response has passed, the board shall gather all information received and determine whether there is probable cause to believe the subject committed a violation of the local code of ethics. If the board finds probable cause, the board may seek and receive any information relevant to the complaint. If the board does not find probable cause, the board shall render an opinion with that conclusion.
        iii. After closing its investigation, the board shall issue an opinion determining whether the subject of the complaint violated the local ethics code. A copy of the opinion shall be delivered to the subject of the investigation and the complainant, if any. If the opinion finds that a violation of the local code of ethics occurred, the board shall provide a copy of the opinion to the district attorney.
    d. Issue subpoenas, administer oaths, and investigate any violation of the local code of ethics on its own motion.
    e. Issue opinions upon request from any person who is involved in any matter that may:
        i. Involve conduct prohibited by the state or local ethics laws.

ii. Result in a material conflict of interest.

SECTION 7: **ADOPTION** "2.295 Code Of Ethics" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

2.295 Code Of Ethics*(Added)*

Pursuant to Wis. Stat. 19.59(1m), the City hereby establishes a code of ethics under Policy P403. The provisions within the code of ethics shall specify when it applies to public officials, employees of the City, candidates for City elective offices, and members of the immediate family of individuals who hold those positions or who are candidates for those positions.

SECTION 8: **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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2024-0515

RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO SPLIT THE EXISTING PARCEL AT 10533 W. NATIONAL AVE. INTO TWO PARCELS (TAX KEY NO. 519-0002-006)

WHEREAS, WHEREAS, a Certified Survey Map to split the existing parcel located at 10533 W. National Ave. (Tax Key No. 519-0002-006), into two parcels; and,

WHEREAS, WHEREAS, with the grant of this Resolution, the Common Council grants approval to record the map and its documents with the Milwaukee County Register of Deeds Office.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map being a redivision of Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

ZON-R-2024-0515 CSM

SECTION 1: **ADOPTION** "R-2024-0515" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0515*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CERTIFIED SURVEY MAP NO. _____

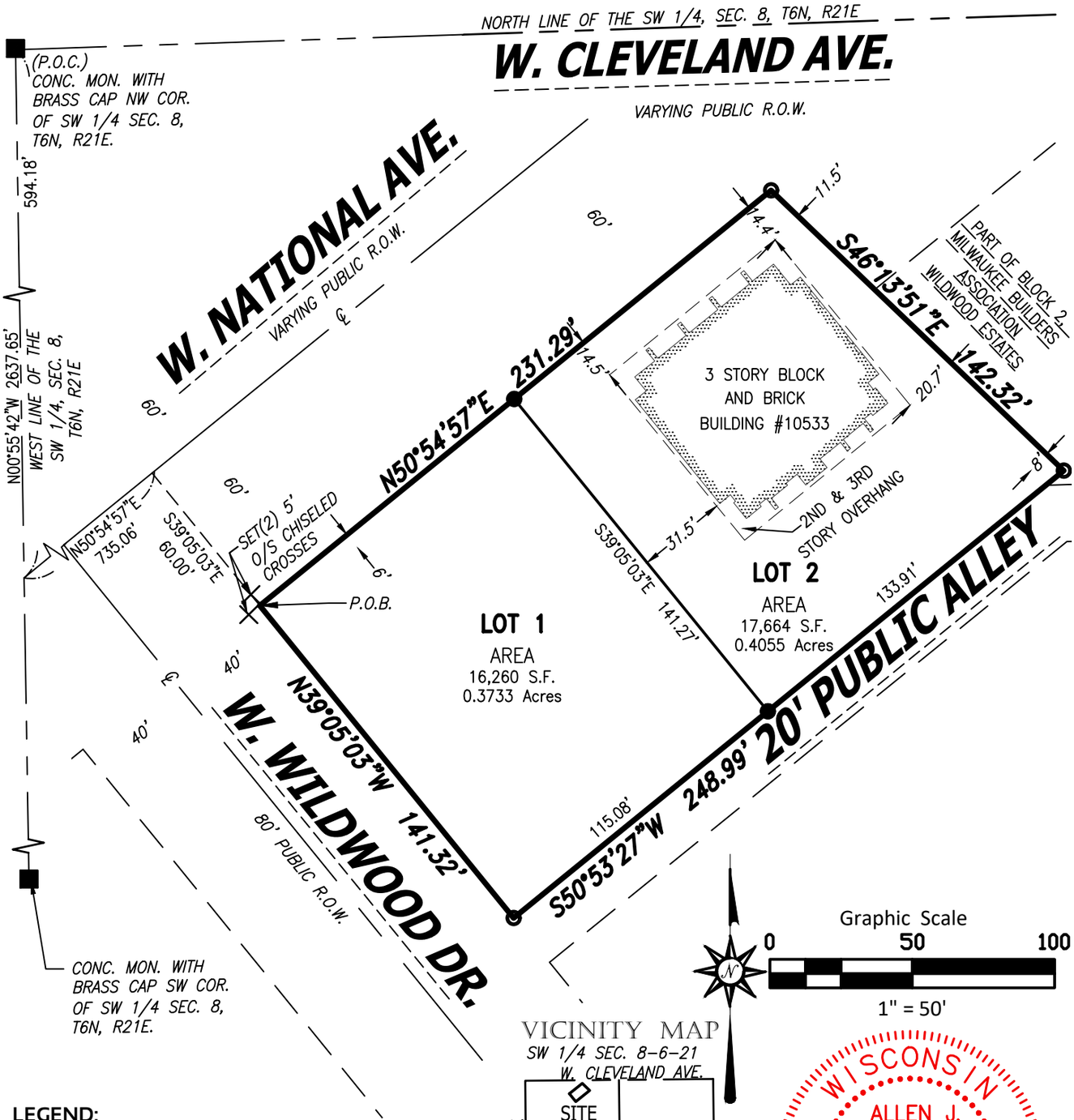
Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Owner: North Shore Bank
15700 W. Bluemound Rd.
Brookfield, WI 53005

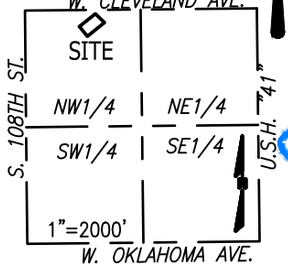
All bearings are referenced to the Wisconsin State Plane Coordinate System, South-Zone (NAD83/2011) in which the West line of the SW 1/4, Sec. 8 bears S00°55'42"E.

Tax key: 5190002006

Zoned: C-3



VICINITY MAP
SW 1/4 SEC. 8-6-21



LEGEND:

- ◎ - Denotes Found 1" Iron Pipe
- ✕ - Denotes Set Chiseled Cross
- ● - Denotes Set 1" Iron Pipe

WISCONSIN
ALLEN J. SCHNEIDER
S-2194
GREENFIELD WI
LAND SURVEYOR

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

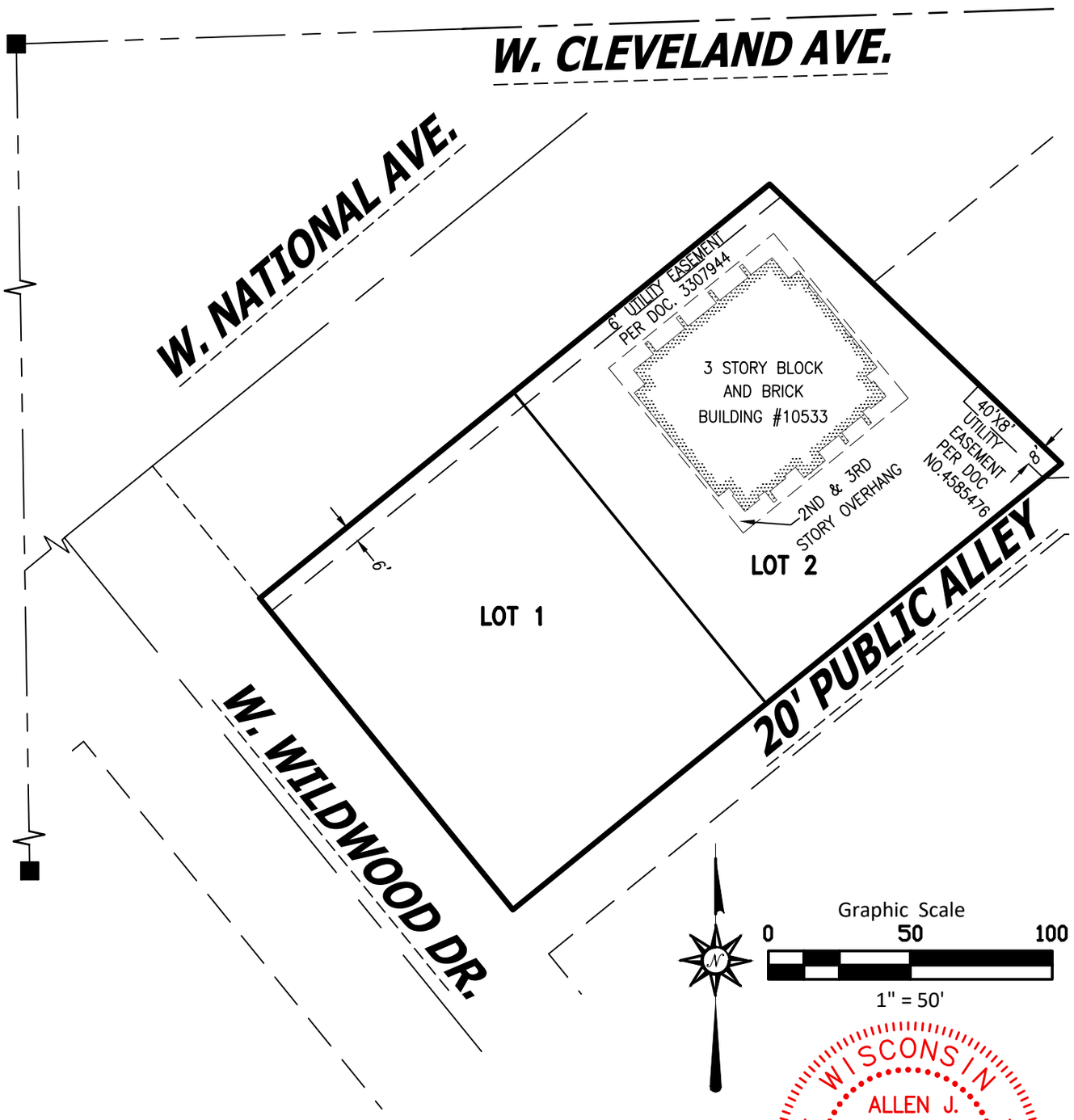
This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

DATE: SEPTEMBER 11, 2024
DRAWING NO. 5234.10-DMB

CERTIFIED SURVEY MAP NO._____

Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

EASEMENTS FOR REFERENCE ONLY



WISCONSIN
ALLEN J. SCHNEIDER
S-2194
GREENFIELD WI
LAND SURVEYOR

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

CERTIFIED SURVEY MAP NO._____

Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, a professional land surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said 1/4 Section; thence South 00°55'42" East 594.18 feet to a point on the centerline of West National Avenue; thence North 50°54'57" East along said centerline 735.06 feet to a point on the extension of the Northeast line of West Wildwood Drive; thence South 39°05'03" East 60.00 feet to the point of beginning of lands hereinafter described; thence North 50°54'57" East along the Southeasterly line of West National Avenue 231.29 feet to a point; thence South 46°13'51" East 142.32 feet to a point; thence South 50°53'27" West along the Northwesterly line of a 20 foot Public Alley 248.99 feet to a point on the Northeasterly line of West Wildwood Drive; thence North 39°05'03" West along said Northeasterly line 141.32 feet to the point of beginning.

Containing 33,924 square feet or 0.7788 acres of land.

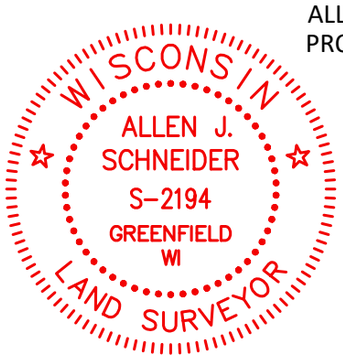
THAT I have made this survey, land division and map by the direction of North Shore Bank, respective owners of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of West Allis in surveying, dividing and mapping the same.

DATE: September 11, 2024

ALLEN J. SCHNEIDER
PROFESSIONAL LAND SURVEYOR S-2194



CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

CERTIFIED SURVEY MAP NO._____

Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

North Shore Bank, a Banking Association, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 12 of the West Allis Code of Ordinances.

This agreement is binding on the undersigned and successors and assigns.

Date:_____

Entity Name: North Shore Bank

Signature:_____

Type or Print Name:_____

Title:_____

STATE OF _____

_____COUNTY

Personally came before me this _____ day of _____, 2024, _____ (name), the _____ (title) of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

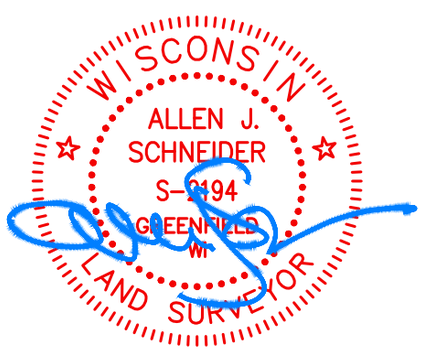
Notary Signature:_____

Print Notary Name:_____

Notary Public, State of _____

My commission expires:_____

(Notary Seal)



CHAPUT
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Milwaukee, WI 53204
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This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

CERTIFIED SURVEY MAP NO._____

Part of Block 2, Milwaukee Builders Association Wildwood Estates and the vacated portion of a public service street and unplatted lands all in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

COMMON COUNCIL APPROVAL

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin be and the same is hereby adopted.

Approved: _____ Adopted: _____

_____ _____

Dan Devine, Mayor Rebecca Grill, City Clerk

PLAN COMMISSION APPROVAL

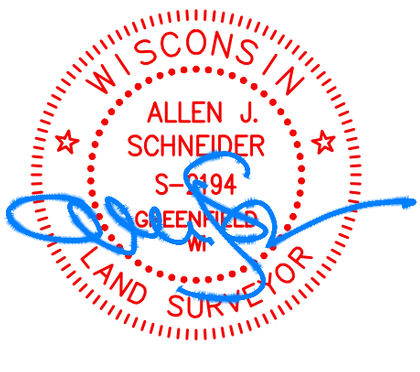
Approved by the Plan Commission of the City of West Allis on this _____ day of _____ , 2024.

_____ _____

Date Dan Devine, Chairperson

_____ _____

Date Wayne Clark, Vice Chairperson



CHAPUT
LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

CITY OF WEST ALLIS
RESOLUTION R-2024-0547

RESOLUTION ACCEPTING WORK OF PRO ELECTRIC, INC. FOR STREET LIGHTING CONVERSION AND AUTHORIZING AND DIRECTING SETTLEMENT OF SAID CONTRACT IN ACCORDANCE WITH CONTRACT TERMS OF 2022 PROJECT NO. 3 FOR FINAL PAYMENT IN THE AMOUNT OF $1,000

WHEREAS, Pro Electric, Inc. has completed their contractual obligations in accordance with the plans and specifications therefore, attested by the approval for payment by the City Engineer.

NOW THEREFORE,, BE IT RESOLVED by the Common Council of the City of West Allis that the work of:

Pro Electric, Inc. - 2022 Project No.3

for the conversion of street lighting from high voltage series to low voltage parallel with LED luminaires, including removing existing bases, salvaging poles and arms, installing low voltage infrastructure, and all incidental items necessary to complete the work in:

Lighting Circuit M-1: S. 92nd St. to S. 84th St. &
W. Schlinger Ave. to W. Greenfield Ave.
Lighting Circuit N-4: W. Greenfield Ave. to Union Pacific Railroad &
S. 98th St. to S. 92nd St.

be and the same is hereby accepted, and the proper City officers are hereby authorized and directed to make settlement with the said contractor in accordance with terms of said contract.

SECTION 1: **ADOPTION** "R-2024-0547" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0547*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2024-0550

RESOLUTION GRANTING A PRIVILEGE TO WISTL FAMILY TRUST FOR PROPERTY LOCATED AT 7429-47 W. GREENFIELD AVE. (TAX KEY NO. 453-0320-000)

WHEREAS, Wistl Family Trust 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-1) located at 7429-47 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 Wistl Family Trust 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 Wistl Family Trust a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7429-47 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **<u>ADOPTION</u>** "R-2024-0550" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0550*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2024-0551

RESOLUTION AUTHORIZING STAFF TO PETITION THE PUBLIC SERVICE COMMISSION FOR A CONSTRUCTION AUTHORIZATION

WHEREAS, the West Allis Water Utility is required to seek approval from the Public Service Commission of Wisconsin in order to move forward with the installation of a back-up generator at the Utility's Reservoir Pumping Station; and,

WHEREAS, it is in the best interest of the City of West Allis and its Water Public Utility that prompt application be made to the Public Service Commission for a construction authorization to proceed with the installation of a back-up generator to improve the resiliency of the West Allis Water Utility. The West Allis Water Utility's reservoir pumping station does not currently have back-up power and is at risk in the event of a power failure.

NOW THEREFORE, BE IT RESOLVED that the Water Systems Manager be and is hereby authorized and directed to file an application with the Public Service Commission of Wisconsin for a construction authorization for a new back-up power generator for the City of West Allis.

BE IT FURTHER RESOLVED that all City Departments be and are hereby directed to render such full assistance and cooperation to the Water Systems Manager in the preparation of exhibits, testimony and other information and data, which may be necessary and appropriate for presentation to the Public Service Commission in support of aforesaid application.

SECTION 1: **ADOPTION** "R-2024-0551" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0551*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2024-0564

RESOLUTION AMENDING THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH RASMITH TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE CITY OF WEST ALLIS FOR AN AMOUNT NOT TO EXCEED $35,000

WHEREAS, the City has an existing Professional Services Contract with raSmith for Engineering Consulting Services; and,

WHEREAS, the City will need further assistance from raSmith to perform a downtown parking study associated with the WisDOT Highway 59 Connecting Highway design project in downtown West Allis along W. Greenfield Ave.; and,

WHEREAS, WisDOT is in the early stages of the design process looking at various alternatives including but not limited to adding left turn only lanes, adding traffic calming bump outs, analyzing traffic signal operation through the corridor, striping a 5-foot-wide bike lane, reducing on-street parking in some areas, activating parking in the lots behind the downtown businesses, and various other design considerations.

WHEREAS, the City needs to study the downtown parking to ensure roadway design alternatives preserve parking for the downtown businesses.

WHEREAS, the 2024 CIP budget has experienced some cost savings on various street projects; and,

NOW THEREFORE, BE IT RESOLVED By the Mayor and Common Council of the City of West Allis that the proposal dated August 20, 2024 for consulting services is hereby amended to provide the continuation of services as well as the additional services described in the scope, for a sum not to exceed $35,000, the funding of such services is to be paid with the savings from street project in the 2024 CIP.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to amend the Professional Services Contract with raSmith.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from raSmith 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 protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **<u>ADOPTION</u>** "R-2024-0564" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0564*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

August 20, 2024

Ms. Traci Gengler, P.E.
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

RE: **Proposal for Parking Evaluation**
W. Greenfield Avenue
West Allis, Wisconsin

Dear Traci:

Thank you for the opportunity to provide a quotation for professional services. The contents of this letter contract spell out the Project Understanding, Scope of Services, Information Provided by the Client, Completion Schedule, and Professional Fees under which this proposal is being made.

PROJECT UNDERSTANDING

The City of West Allis is interested in improving traffic flow along the W. Greenfield Avenue (WIS 59) corridor within its downtown area. The City is partnering with the Wisconsin Department of Transportation (WisDOT) on a connecting highway project along WIS 59 between S. 70th Street and S. 76th Street to evaluate potential typical sections, intersection improvements, and driveway closures. WisDOT requested the City conduct a parking study within this segment to identify expected parking impacts resulting from the preferred roadway design.

The City has expressed interest in additional parking evaluations for two other WisDOT connecting highway projects along WIS 59 (S. 56th Street to S. 70th Street and S. 76th Street to S. 84th Street). The scope in this proposal only covers the S. 70th Street to S. 76th Street segment, and these additional segments are not included.

SCOPE OF SERVICES

The following scope of services was developed from information provided by the City and our experience in conducting similar parking studies. raSmith will conduct the following tasks:

DATA COLLECTION:

- Collect on-street parking inventory within the study area (see Exhibit A), which includes the following:
  - Both sides of WIS 59 from S. 68th Street to S. 77th Street
  - Both sides of each public street intersecting WIS 59 from S. 70th Street to S. 76th Street, extending 500 feet on either side of WIS 59.
- Collect off-street public parking inventory within the study area (see Exhibit B). Private parking lots, driveways, and alleys will not be included in the evaluation.

- Document existing parking restrictions within the study area. Restrictions include but are not limited to: no parking zones, time-limited parking, and peak hour parking restrictions. The restrictions will be determined based on a field review of existing signing and marking in the study area.

- Collect on-street and off-street public parking occupancy count data for the study area for a typical weekday and Saturday during the following times:
  - Weekday – 6:00 am to 10:00 pm
  - Saturday – 6:00 am to 10:00 pm

  Parking occupancy data will be collected every hour, on the hour. Illegally parked vehicles will be included in the parking occupancy counts, but the illegal parking space will not be considered in the parking inventory.

PARKING EVALUATION:

- Identify the peak hourly weekday and Saturday demand for the study area. The parking demand for WIS 59 and the intersecting streets will be summarized by block face and by parking lot for the off-street public parking lots.

- Evaluate the impact of on-street parking removal based on conceptual corridor design alternatives (up to three, developed by others)

- Summarize the parking impacts and determine if the impacted demand can be accommodated at alternate locations within the study area for each conceptual corridor design alternative.

DELIVERABLES:

- Prepare and submit a technical memorandum summarizing the evaluation.

MEETINGS:

- Participate in two (2) meetings with the City and/or WisDOT to discuss the findings of the parking evaluation. Participation in additional meetings is considered extra services.

INFORMATION PROVIDED BY THE CLIENT

The following information will be provided to raSmith by the City:

- Conceptual WIS 59 corridor design alternatives by date of notice to proceed. The parking evaluation will be based on the three corridor design alternatives. Any changes to the design alternatives will result in additional services and fees to re-evaluate parking.

COMPLETION SCHEDULE

raSmith will submit a draft technical memorandum to the City within ten (10) weeks of receiving notice to proceed and receipt of all three corridor design alternatives. The final technical memorandum will be submitted to the City within two (2) weeks of receiving comments on the draft deliverable.

PROFESSIONAL FEES

raSmith will complete the scope of services outlined in this proposal for a lump sum fee of $33,200, including all expenses.

The attached Professional Services Agreement Between Client and Professional is hereby made part of this agreement. If there are any questions concerning the Agreement, or the terms as presented, please contact us. To authorize raSmith to proceed, please forward the signed original of the entire Agreement to our office. Once received, we will execute and return a copy for your records.

We look forward to a very successful project!

Sincerely,
raSmith



John Bruggeman, P.E., PTOE
Traffic Project Manager

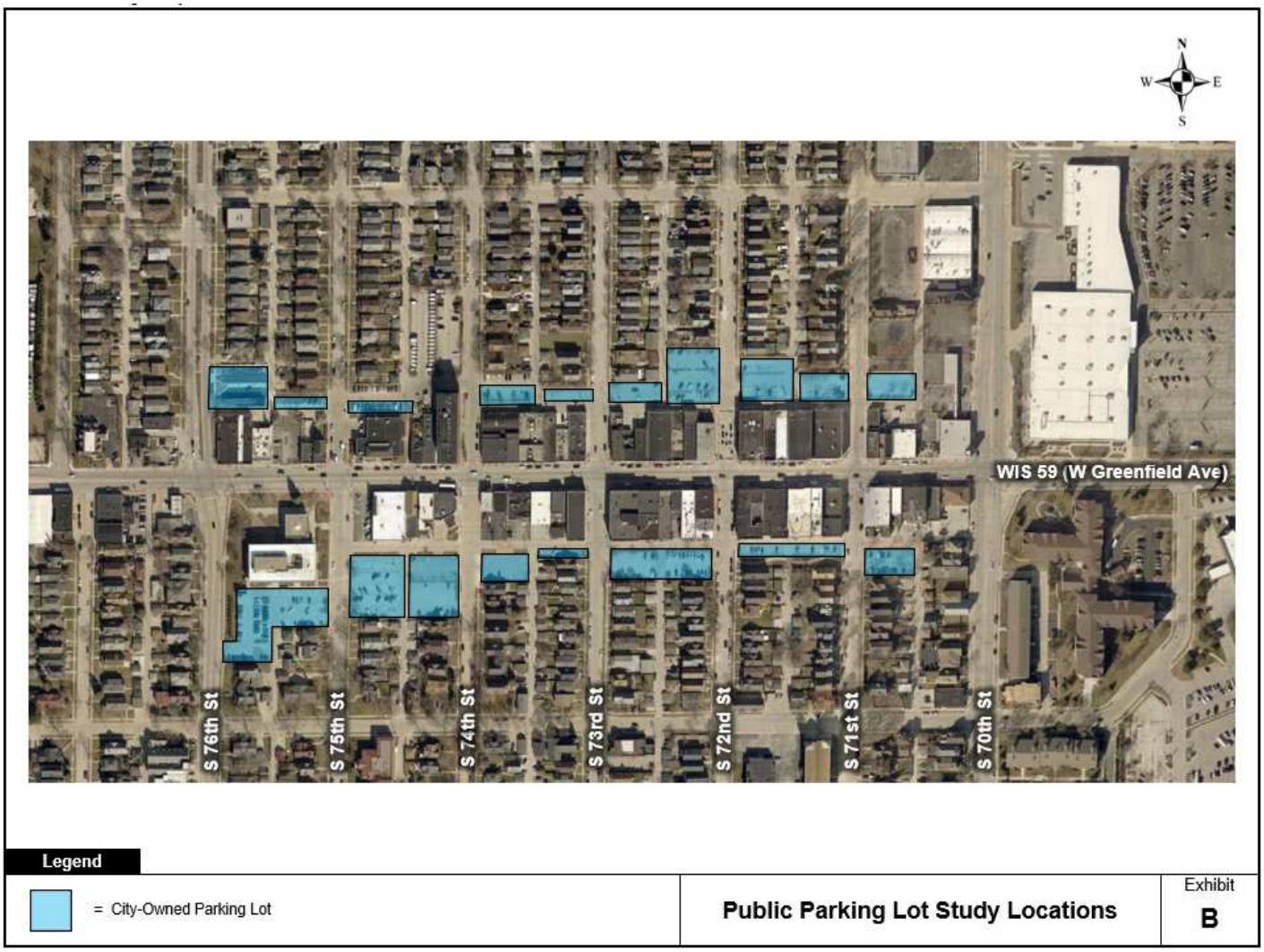
Attachments: Proposed On-Street Parking Study Area (Exhibit A)
Proposed Off-Street Public Parking Area (Exhibit B)
Professional Services Agreement (Contract)

bth:T:\TRAFFIC\Proposals - Marketing\2024 West Allis Greenfield Ave Parking Study\EP 240820 Gengler - Greenfield Ave Parking Study.docx

Exhibit A
On-Street Parking Study Area
WIS 59 – S. 70th Street to S. 76th Street
West Allis, WI



Exhibit B
Public Parking Lot Study Locations
WIS 59 - S. 70th Street to S. 76th Street
West Allis, WI



raSmith

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of West Allis ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Parking Evaluation: W. Greenfield Avenue, West Allis, Wisconsin ("Project").

Professional's services under this Agreement are generally identified as follows:

See Scope of Services in the attached Proposal letter. ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.

B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.

B. Additional Services: Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

A. The obligation to continue performance under this Agreement may be suspended:

1. *By Client*: Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
2. *By Professional*: Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.

B. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
   a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
   b. By Professional:
      1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
      2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
   c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

d. Professional shall have no liability to Client on account of a termination for cause by Professional.

e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and

4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of $100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Parking Evaluation: W. Greenfield Avenue, West Allis, Wisconsin

Client: City of West Allis	Professional: R.A. Smith, Inc.
By:	By:
Print name: Traci Gengler, P.E.	Print name: John P. Bruggeman, P.E., PTOE
Title:	Title: Traffic Project Manager
Date Signed:	Date Signed:
Address for Client's receipt of notices:	Address for Professional's receipt of notices:
City of West Allis	R.A. Smith, Inc.
7525 W. Greenfield Avenue	16745 West Bluemound Road
West Allis, WI 53214	Brookfield, WI 53005
Client's Phone:	Professional's Phone: (262) 317-3353
Client's Email:	Professional's Email: john.bruggeman@rasmith.com

CITY OF WEST ALLIS
RESOLUTION R-2024-0565

RESOLUTION AMENDING THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH KL ENGINEERING TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE CITY OF WEST ALLIS FOR AN AMOUNT NOT TO EXCEED $20,000

WHEREAS, the City has an existing Professional Services Contract with KL Engineering for Engineering Consulting Services; and,

WHEREAS, the City will need further assistance from KL Engineering to review plans to upgrade the Farmer's Market lighting and order the lighting equipment the Department of Public Works will need to install the lighting over winter when the Farmer's Market is closed; and,

WHEREAS, a preliminary lighting design and concept was developed by others and requires a review to scale back the cost to meet budget constraints and ensure the concept fits in with historic character of the Farmer's Market; and,

WHEREAS, the lighting improvements may require an increase in WE Energies electrical service which will require KL Engineering to compute the power load required; and,

WHEREAS, the Farmer's Market lighting upgrade will be funded by Community Development Block Grant (CDBG) funding; and,

NOW THEREFORE, BE IT RESOLVED By the Mayor and Common Council of the City of West Allis that the proposal dated September 23, 2024 for consulting services is hereby amended to provide the additional services described in the scope, for a sum not to exceed $20,000, the funding of such services is to be paid with CDBG funding using Account Number 220-7522-563.30-02 under Project C21405.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to amend the Professional Services Contract with r KL Engineering.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from KL Engineering 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 protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **<u>ADOPTION</u>** "R-2024-0565" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0565*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

5400 King James Way I Suite 200
Madison, WI 53719
608.663.1218
Toll Free: 800.810.4012
www.klengineering.com

September 5, 2024

Traci Gengler, P.E.
Principal Engineer
City of West Allis Engineering Department
7525 W Greenfield Ave. Room 212
West Allis, WI 53214

RE: Farmers Market Electrical Upgrades – City of West Allis

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform electrical design for the Farmers Market Upgrades. The following attachments are included with this letter and should be considered part of our contract for engineering services:

- Attachment A – Contract Assumptions and Scope of Services
- Attachment B – Billing Schedule
- Attachment C – General Terms and Conditions

The total cost for the services listed below will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **$15,363.50**.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. City of West Allis will reimburse KL Engineering within 30 days from the date of the invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied, is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely,
KL Engineering, Inc.

Jake Joyal, P.E.
Senior Engineer III

KL Engineering, Inc.

Approved By: _____
Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: September 5, 2024

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A
Contract Assumptions and Scope of Services
Electrical Design Services
Farmers Market
City of West Allis, Wisconsin

Project Background and Assumptions

- Project footprint covers nearly 2 acres of City owned real estate, including a parking area, pavilions, and open space.
- Existing 120/240V 200A electrical service lateral is derived from the alley south of the project area, between 65th and 66th streets.
- The existing meter and main disconnect are in the southwest corner of the market attached to the brick structure. Power runs to the market office building into two branch circuit electric panels with minimal capacity for additional spare circuits.
- Luminaires and aesthetic lighting products for replacement or upgrade will be specified by others.
- Creation of biddable documents are not included with his contract
- Field survey will not be collected and is not included with this contract.

Design Standards

- All underground lighting infrastructure will conform to the standardized materials as determined for use with City of West Allis projects.
- Lighting design will utilize and reference City of West Allis standard electrical specifications and details.
- Lighting infrastructure will be designed to meet NEC specifications.

Scope of Engineering Services

- Preliminary Engineering
    - Preliminary Lighting Design and concept development was completed by others to include identification of proposed luminaire make/models and approximate locations.
    - City of West Allis has identified circuiting and routing of existing receptacles in service.
    - Capacity evaluation of the existing service was completed previously under a separate contract.

- Design Engineering
    - This contract includes an evaluation of the proposed lighting system (by others) for constructability, operability, and cost efficiency, while maintaining the desired aesthetic.
    - This contract includes electrical design for added capacity to the existing system for conformance with the proposed loads and potential future expansion. Design includes coordination to increase the electrical service, design of up to one (1) additional breaker panel and enclosure, and the infrastructure and re-routing of conduit and wiring as necessary to integrate the system.
    - Development of a materials list for purchase by the City of West Allis will be provided. Materials include light fixtures, controls, conduit, conductors, electrical panels, and any miscellaneous items necessary to complete the work.
    - Plans will be prepared for use by City of West Allis forces, detailing the electrical design and requirements. Preparation of a biddable plan set, and associated documents are not included.
    - A formal planning study for upgrading receptacles, site amenities, and subsequent electrical service upgrades, are not included with this contract, but can be completed via Amendment.
    - Photometric modeling and illumination documentation are not included with this contract.
- Construction Oversight
    - Formal construction oversight is not included with this contract.
    - This contract includes up to two (2) site visits during construction by City forces to clarify design intent, confirm system integration, and verify operations.
- Meetings
    - Includes one (1) design review meeting with the City of West Allis to be held virtually.

Bidding and Administration

- Biddable Plans and Specifications are not included with this contract.

Project Schedule

We anticipate quickly mobilizing upon receiving authorization to proceed with the intent to provide documents for construction in the winter of 2024/2025. See below for the anticipated design schedule for the farmers market electrical upgrades:

- CDBG Purchase Order deadline: November 1, 2024
- Construction: Winter 2024/2025

STANDARD BILLING RATE SCHEDULE
EFFECTIVE NOVEMBER 1, 2023

Limited Term Employee	$75.00
Administration	$85.00
Senior Administration	$110.00
Technician I	$85.00
Technician II	$90.00
Technician III	$95.00
Technician IV	$100.00
Technician V	$105.00
Senior Technician I	$110.00
Senior Technician II	$125.00
Senior Technician III	$130.00
Senior Technician IV	$145.00
Senior Technician V	$155.00
Surveyor I	$95.00
Surveyor II	$100.00
Surveyor III	$105.00
Surveyor IV	$107.00
Surveyor V	$110.00
Senior Surveyor I	$115.00
Senior Surveyor II	$120.00
Senior Surveyor III	$125.00
Senior Surveyor IV	$130.00
Senior Surveyor V	$135.00
Engineer I	$105.00
Engineer II	$110.00
Engineer III	$117.00
Engineer IV	$121.00
Engineer V	$125.00
Senior Engineer I	$130.00
Senior Engineer II	$140.00
Senior Engineer III	$150.00
Senior Engineer IV	$155.00
Senior Engineer V	$160.00
Senior Specialist I	$120.00
Senior Specialist II	$130.00
Senior Specialist III	$140.00
Senior Specialist IV	$150.00
Senior Specialist V	$175.00
Technical Leader I	$155.00
Technical Leader II	$160.00
Technical Leader III	$170.00
Project Leader I	$150.00
Project Leader II	$160.00
Project Leader III	$170.00
Senior Technical Leader	$175.00
Senior Project Leader	$175.00
Discipline Leader	$185.00
Director	$195.00
Principal	$210.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc.) at cost

Travel Expenses

Company or Personal Car Mileage IRS rate
Lodging and Subsistence at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective November 1, 2023 and will remain in effect until October 31, 2024 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.

General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.

2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, 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. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.

4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for 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, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.

6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

7. In the event of a dispute between KL Engineering, Inc. and Owner 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. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.

9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnity, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.

10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in anyway to project or construction costs.

12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

CITY OF WEST ALLIS
RESOLUTION R-2024-0566

RESOLUTION TO AMEND AN EXISTING PROFESSIONAL SERVICES CONTRACT WITH GRAEF-USA, INC. TO PROVIDE DESIGN ENGINEERING SERVICES FOR PLAYGROUND, SITE IMPROVEMENTS, AND GREEN INFRASTRUCTURE IN ROGERS PARK, FOR AN AMOUNT NOT TO EXCEED $64,400

WHEREAS, the City of West Allis recognizes the importance of the use of Green Infrastructure for managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to work with MMSD on these Green Infrastructure projects to capture and retain stormwater as part of the installation of the playground, site improvements, and Green Infrastructure in Rogers Park; and,

WHEREAS, the MMSD will provide partial funding for the design and installation of playground, site improvements, and Green Infrastructure through their Green Solutions Program and Green Infrastructure Partnership Program; and,

WHEREAS, the City has an existing Professional Services Contract with GRAEF-USA, INC. for Engineering Consulting Services to design the underground water and sewer on W. Washington St.; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated September 19, 2024 submitted by GRAEF-USA, INC. to furnish Engineering Consulting Services for Design Engineering Services for playground, site improvements and Green Infrastructure in Rogers Park, for an amount not to exceed $64,400 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this purchase has been budgeted and approved through the City's Capital Improvement Plan and funded through CDBG grant funds. Initial funds are available in the Storm Water Utility Account, and the services will be charged to Account Number 540-1807-538.11-01. However, much of this cost will be reimbursed either through the MMSD Green Solutions program or the CDBG grant after the construction is complete.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to enter into an amended Professional Services Contract with GRAEF-USA, INC. for Engineering Consulting Services.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity

and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

SECTION 1: **ADOPTION** "R-2024-0566" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0566*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

September 19, 2024

Mr. Rob Hutter, PE
Assistant Engineer/Engineering Department
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

SUBJECT: Rogers Park Site Improvements

Dear Rob:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of West Allis (Client).

This proposal is for the Rogers Park Site Improvements (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to make site improvements within Roger's Park, which include updating play surface material, removing existing asphalt pathways and replace with porous asphalt meeting ADA standards, removing the existing rocking horse equipment/playground area to the south; remove, relocate and replace the existing swing set area with new play equipment, eliminate southwest path, update site lighting in same locations within the park, investigate drainage issues due to roadway pavement and curb and gutter settlement/heaving within 75th Street and provide a proposed solution to help mitigate standing surface runoff in the roadway. Provide a parallel ADA parking space along east side of 75th street.

For this Project, GRAEF proposes to provide the following Basic Services:

<u>Topographic Mapping</u>

- Conduct field observations of topographic and utility features of the site, to include:
  - Visible permanent features and ground surfaces.
  - Utility markings and appurtenances.
  - Individual trees over 6", vegetated areas will be outlined.
  - Spot elevations and vertical break lines.
- Prepare a Topographic Map of observed permanent topographic and utility features. This mapping will be used for the design process as base mapping for the preparation of construction plans. This map will Include the following information:
  - Date, scale, legend, and north arrow.
  - Description of ground surfaces (concrete, bituminous asphalt, grass, etc.).
  - Description and location of existing above ground permanent features and improvements.
  - Significant trees will be located; wooded areas will be outlined.

- Contours at one-foot intervals.
- Evidence of public underground utilities existing on the subject parcel.
- As-built measurements of storm and sanitary sewer rim and invert locations and elevations.
- Mapping shall be based on the Wisconsin Coordinate Reference System (WISCRS), Milwaukee County, NAD83(2011), NAVD88(2012) vertical datum, US Survey Foot.
- Survey Control information including coordinate system, datums, locations, and descriptions.
- All boundary information shall be based on GIS parcel mapping.

Design & Engineering Services

- Attend kickoff meeting with the City of West Allis (at West Allis).
- Provide topographic survey.
- Investigation of 75th Street drainage issues.
- Material submittal for playground surfaces, playground equipment, and site lighting poles and features for City review and approval.
- Provide preliminary and final construction drawings/bidding documents:
  - Title sheet/General notes/Existing conditions
  - Demolition/Erosion Control Plans
  - Layout Plans
  - Grading Plans
  - Utility Plans
  - Lighting Photometrics and Layout Plans
    - Plan indicating demolition and replacement of 6 existing light poles, bases, and fixtures in same locations with new LED fixtures and new poles.
    - Plan identifying new photometric calculations
    - Circuiting and control notes.
  - Landscape Plans (to include playground equipment, playground surfacing, manicured turf)
  - Construction Details
- Attend 60% and 90% plan review meetings with the City of West Allis (at West Allis).
- Attend two (2) project virtual meetings with the City of West Allis.
- Provide Estimates of Probable Construction Costs at the 60%, 90% and 100% submittal
  packages. Utilize format to allow for use as bid items in the project manual.
- Provide technical specifications to be included in a project manual prepared by the
- City. Specifications will utilize City standards where available.
- Prepare and submit Notice of Intent (NOI)
- Prepare and submit to City of West Allis for Department of Safety and Professional Services.
- Attend Pre-Bib meeting
- Respond to Contractor requests for information (RFI) and addendums during bidding.
- Attend Pre-Construction Meeting
- Provide shop drawing review and approval.

- Provide construction bulletins.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Attend additional meetings beyond what is noted above.
- Rain Garden/Bio-Basin Design.
    - Coordination with City on preferred Best Management Practice design for area located in the southwest corner of the site.
    - Provide design for rain garden or bio-basin feature.
    - Prepare technical specifications.
    - Assumes site improvements will not require any stormwater management design in terms of water quality and quantity control. No stormwater management report will be required.
- Prepare 3D renderings.
- Replacement of wiring and conduit.
- Re-location of any existing light pole locations.
- Replacement of any electrical equipment.
- Provide Quest bidding services.
- Review bid results, prepare bid tab, prepare letter of recommendation for Council Approval.
- Provide construction staking services.
- Construction Inspection
- Prepare As-built/Record drawings
- Provide punch list site visits
- Review and approve pay applications.
- Permit and Review fees

It is our understanding that you will provide the following services, items and/or information:

- Access to the project site.
- Any available mapping and or marking of private utility lines on or serving the subject property.
- Record drawings of existing City utilities (storm, sanitary, and water main)
- Existing playground equipment plans and specifications.
- City standards and Special provisions in word document.

You agree to compensate GRAEF for all basic services noted above a lump sum of $56,200. This fee is further broken down as follows:

Task	Fee
Survey	$6,500
Civil Engineering	$35,800
Landscape Architecture	$8,600
Site Lighting Design	$5300
Alternative Bio-Basin Design	$3,000 (Not included in basic services and fee)

GRAEF Basic Scope of Services (Allowance).

- GRAEF has obtained scope and fee from geotechnical consultant for 3 soil borings at project site. The estimated fee is $5,200. If acceptable, consultant would contract directly with the City as owner of property.

The selected firm can be asked to provide additional soil sampling to test for contaminates for additional fees.

Mileage will be billed at the federal rate at the time incurred. Mileage is accounted for in the fee above. Other Direct Expenses will be billed at cost and are in addition to the fee quoted above. Direct Expenses include printing and reproduction, delivery charges, and plan review fees.

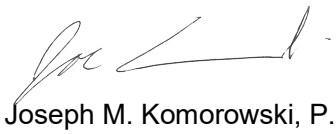
You agree to compensate GRAEF for all Additional Services with an additional fee to be negotiated at a later date.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

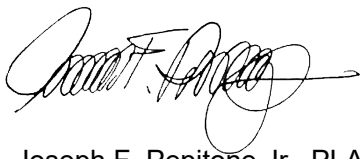
We look forward to working with you on this exciting project. Please call us at (414)-266-9247 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.



Joseph M. Komorowski, P.E.
Associate



Joseph F. Pepitone Jr., PLA, LEED AP
Principal

Accepted by:
City of West Allis

_____
(Signature)

_____
(Name Printed)

_____
(Title)

_____
(Date)

G:\MKT\PROPOSALS & SOQS\MIL\MUN\WEST ALLIS, CITY OF_ROGERS PARK PROPOSAL\CONTRACT\WEST ALLIS ROGERS PARK_JMK.DOCX

GRAEF

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on September 19, 2024 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of West Allis (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: **Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars ($100,000.00).**

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

GRAEF

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

EXHIBIT A


28.50 ft
51.84 ft
55.58 ft
89.16 ft
42.10 ft
71.99 ft
27.16 ft
27.35 ft
24.95 ft
91.87 ft
19.96 ft
45.74 ft
46.17 ft
23.90 ft
73.12 ft
49.55 ft
31.37 ft
300.67 ft
Area: 40084.21 ft²
Perimeter: 1119.96 ft
2001
2002
2010
2029
2033
2037
2041
2046

CITY OF WEST ALLIS
RESOLUTION R-2024-0567

RESOLUTION TO APPROVE MEMORANDUM OF UNDERSTANDING WITH HIDTA FOR FISCAL AGENT SERVICES FOR 2025-2029

WHEREAS, Resolution to approve Memorandum of Understanding with HIDTA for fiscal agent services for 2025-2029

WHEREAS, the attached Memorandum of Understanding (MOU) between the City of West Allis and HIDTA defines the terms of this arrangement and the annual fee to be paid by HIDTA to the City of West Allis for said services; and,

WHEREAS, the Board of Police and Fire Commissioners of the City of West Allis has approved the provision of such services and recommends approval of the MOU by the Common Council.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis, that the Memorandum of Understanding between the City and HIDTA is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City officers are authorized and directed to execute the MOU on behalf of the City.

SECTION 1: **ADOPTION** "R-2024-0567" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0567*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum"), by and between the governmental agencies comprising the North Central High Intensity Drug Trafficking Area ("HIDTA"), by its Executive Director, the West Allis Police Department, by its Board of Police and Fire Commissioners, and the City of West Allis, is for the provision of certain purchasing and fiscal agent services.

1. FISCAL AGENT AND PURCHASING SERVICES.
The City of West Allis Police Department will provide certain purchasing and fiscal agent services for HIDTA.

2. PURCHASING POLICY.
All services shall be provided in accordance with the Board of Police and Fire Commissioners' purchasing policy, upon written or electronic requisition by the Executive Director, or designee. Equipment and supplies shall be purchased for delivery by the vendor to HIDTA for acceptance, except as may otherwise be directed by HIDTA.

3. PAYMENT AND REIMBURSEMENT.
Payment for all purchases pursuant to this Memorandum shall be made by the City with reimbursement by HIDTA on a monthly basis. All reimbursements shall be made in accordance with HIDTA's normal practices and procedures upon receipt of the funding request. The payment for the equipment or supplies shall be made by the City only upon receipt of an invoice therefore from HIDTA containing a written notation or confirmation of acceptance for the equipment or supplies.

4. CONSIDERATION.
In consideration of the services to be provided under this Agreement, HIDTA shall pay to the City of West Allis an agreed upon amount, per Attachment 1, per year together with any and all extraordinary expenses that may be incurred by the City for technical and/or legal services in connection with any purchases. Payment of this consideration shall be made on an annual basis during the existence of this Agreement in accordance with HIDTA's normal practices and procedures upon receipt of a monthly payment request submitted by the City.

5. INDEMNIFICATION.
HIDTA agrees to indemnify and save harmless the City, its officials, officers, employees and assigns against any and all damages, losses, costs and expenses of any type which may be incurred as a result of the purchasing obligations performed by the City on behalf of the HIDTA under this Memorandum; provided, however, the City retains responsibility and liability for any acts of negligence of its officials, officers, employees or assigns who were acting within the scope of their employment. HIDTA also agrees to reimburse the City for any costs, expenses, charges, including attorney fees, which may be incurred by the City for legal services in the defense of any action, claim or demand whatsoever that may result from the aforesaid purchasing or fiscal agent obligations.

6. EFFECTIVE DATE.
This Agreement shall become effective upon receipt by the City of an annual Funding Award from HIDTA for the services to be provided under this agreement and shall continue until terminated as herein provided. The City's obligation under this Memorandum will not exceed the amount of the annual award as may be supplemented by HIDTA from time to time.

7. REPORTS.
The City agrees to provide such financial reports and records as HIDTA may reasonably request with respect to the City's purchasing obligations under this Memorandum.

8. TERMINATION.
Either party to this Memorandum may choose to terminate at any time or upon failure of HIDTA to make an annual Funding Award or supplement any such Award for payment of the services to be provided

hereunder. Any leases, contracts or agreements entered into by the City on behalf of HIDTA prior to termination of this Memorandum must be honored by HIDTA. Voluntary termination shall become effective one hundred eighty (180) days following the giving of written notice of termination to the other party.

IN WITNESS WHEREOF, the City and HIDTA have executed this Agreement as of this 19 day of Sept, 2024.

BOARD OF POLICE AND FIRE COMMISSIONERS OF THE CITY OF WEST ALLIS

By: _____
Mark Manthei, President

EXECUTIVE MEMBER AGENCIES OF THE NORTH CENTRAL HIGH INTENSITY DRUG TRAFFICKING AREA

By: _____
HIDTA Director

Approval of the CITY OF WEST ALLIS

Memorandum of Understanding approved _____, 2024, by Common Council Resolution No. _____, adopted _____, 2024.

_____, Dan Devine, Mayor

_____ Rebecca Grill, City Administrator

Approved as to form this _____ day of _____, 2024

_____
Kail Decker, City Attorney

Comptroller's Certificate

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

_____
Jason Kaczmarek, Finance Director

Attachment 1

Memorandum of Understanding - Consideration Consideration for Services – 5 year schedule	
2025	$117,000
2026	$120,000
2027	$123,000
2028	$126,000
2029	$129,000

CITY OF WEST ALLIS
RESOLUTION R-2024-0568

RESOLUTION TO APPROVE THE BID OF F.J.A. CHRISTIANSEN ROOFING CO., INC. TO REROOF THE WEST ALLIS LIBRARY, AREA E (BASE BID), IN THE AMOUNT OF $170,015

WHEREAS, the Engineering Department reports that it has duly received an estimate from F.J.A. Christiansen Roofing Co., Inc. through the use of government cooperative contracts-OMNIA for furnishing certain materials and performing all work required for the improvements in a certain area as hereinafter described; that the estimate received as shown on the attached document were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid be accepted.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the estimate of F.J.A. Christiansen Roofing Co., Inc. for the installation of modified bitumen roof replacement and related work for the West Allis Department of Public Works located at:

West Allis Public Library
7421 W. National Ave
West Allis, WI 53214

for the sum of one hundred seventy thousand fifteen ($170,015) 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,

BE IT FURTHER RESOLVED that said improvements be installed with funding from account: Capital Improvement Funds - 354-6051-517.31-01, project # BF0040.

SECTION 1: **ADOPTION** "R-2024-0568" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0568*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2024-0570

RESOLUTION TO APPROVE BID OF C.W. PURPERO, INC. FOR URBAN SOIL DECOMPACTION AT W. ORCHARD ST. FROM 350-FEET EAST OF S. 108 ST. TO S. 108 ST. DEAD END IN THE CITY OF WEST ALLIS IN THE AMOUNT OF $29,500.

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 C.W. Purpero, Inc. for 2024 Project No. 2 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of C.W. Purpero, Inc. for 2024 Project No. 2 for excavation to prepare for a soil study by stripping the topsoil, applying 4-inches of compost to surface, excavating 24-inches of subsoil, incorporating compost into subsoil, breaking apart clumps and loosening the soil, placing salvaged topsoil and topsoil, tilling soil to break the interface between the topsoil and subsoil layers, planting woody plants, trees or shrubs in:

W. Orchard St. from 350-feet East of S. 108 St. to S. 108 St. Dead End.

for the sum of Twenty-nine Thousand, Five Hundred and 00/100 dollars ($29,500.00) 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 Funds for Lake Michigan reimbursement type grant through the Center for Urban Environmental Research and Education at the University of Maryland Baltimore County.

SECTION 1: **ADOPTION** "R-2024-0570" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0570*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

2024-2: Urban Soil Decompaction (#9309563)
Owner: West Allis WI, City of
Solicitor: West Allis WI, City of
09/25/2024 10:30 AM CDT

					Engineer Estimate		C.W. Purpero, Inc		LaLonde Contractors, Inc.	
Section Titl	Line Item	Item Code	Item Descri	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Section - Required Completion							$35,000.00		$29,500.00		$45,570.00
	1	1	BASE BID: F	Lump Sum	1	$35,000.00	$35,000.00	$29,500.00	$29,500.00	$45,570.00	$45,570.00
Base Bid Total:							$35,000.00		$29,500.00		$45,570.00

CITY OF WEST ALLIS
RESOLUTION R-2024-0571

RESOLUTION UPDATING POLICIES - RELOCATING CODE OF ETHICS, UPDATING VEHICLE OPERATION POLICIES, RENUMBERING EXISTING POLICIES

WHEREAS, the code of ethics applies to City officials and employees and should be found in the City's policies and procedures manual; and

WHEREAS, the City is updating and renumbering policies on a routine basis to improve and promote internal consistency;

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

SECTION 1: **AMENDMENT** "P302 Positions" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

P302 Positions

The City may employ personnel in all positions approved and funded by the common council. All positions within the City shall be created and maintained using the following procedure.

1. The annual budget shall include a list of the positions within each department and an organizational chart for those positions.
    a. Each department head shall provide any information requested by the human resources department to specify any position's duties and responsibilities, educational requirements, skills and ability levels, or any other relevant information.
    b. For each approved position, the common council shall establish a pay range for that position.
    c. At any time, a department head may request a change to a budgeted position, a new position, a pay range adjustment, or an adjustment to the department's organizational chart by submitting the request to the city administrator. The city administrator may propose such changes to the common council.
2. The department head may fill any funded position which is vacant with the approval of the human resources department. The human resources department and the affected department head shall follow applicable ordinances, rules, and policies and procedures to fill the new or vacant position.

SECTION 2: **ADOPTION** "P312 Offers Of Employment" of the City Of West Allis Policies & Procedures is hereby *added* as follows:

A D O P T I O N

P312 Offers Of Employment*(Added)*

When an offer of employment is made to a person, the City seeks to make that offer in a manner that complies with the law and balances the interests of the City is hiring the best person for the job in a fiscally responsible manner. An offer of employment should follow the standards below.

1. Contents of Employment Offer.
2. Conditions of Employment Offer.
    a. Background Check
        i. Driving Record. For any position for which a job duty is driving a vehicle while on City business, the human resources department may obtain a copy of the candidate's driving record. In order to meet the minimum requirements for employment with the City for a position that requires the operation of a motor vehicle, the following standards will apply:
            (1) Candidates must possess a valid and appropriate Wisconsin Driver's License before an offer of employment can be made. In the case of an out-of-state applicant, the offer can be made contingent upon obtaining the appropriate Wisconsin Driver's License prior to starting employment or within 30 calendar days of employment with proof of a valid out-of-state license.
            (2) Candidates for certain positions shall possess a valid Wisconsin Commercial Driver's License before starting employment. In the case of an out-of-state applicant, the offer can be made contingent upon obtaining the appropriate License within a timeframe established by the Human Resources Department in consultation with the appropriate Department Head.
            (3) Candidate's driving record will be reviewed according to the following standards. Failure to meet these standards may result in the rejection of the candidate.
                (A) Possess a valid Wisconsin Operator's License and/or Commercial Driver's License.
                (B) Must have no more than two moving violations in the last 18 months and no more than three moving violations within the last 36 months.
                (C) No more than one chargeable accident within the last

18 months or more than two chargeable accidents within the past 36 months.

(D) No more than six demerit (6) points within the past 12 months.

(E) No driving under the influence (Wis. Stat. 346.63) or reckless driving (Wis. Stat. 346.62) convictions within the past five years.

ii.

b. Credit Check
c. Reference Check

SECTION 3: **AMENDMENT** "P315 Compensation" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

P315 Compensation

1. Salary and Wages. Compensation for a new, promoted, or demoted employee should be the minimum of the pay range for that position. However, the department head may offer the employee a wage/salary above the minimum pay only with the approval of the human resources director or the city administrator. After commencing employment in a position, an employee's salary/wage may be increased or decreased under the following conditions:
    a. Step Increases. Pay rate may increase by 1 step, up to the Control Point, on the employee's anniversary based on a satisfactory performance evaluation and budget availability. However, a department head may delay or cancel an annual step increase if an employee is under an active performance improvement plan authorized by the human resources director.
    b. Advanced Certification. Upon successful completion of an employee's probationary period or timely successful completion of a required certification, licensure or training, pay rate for that employee may increase up to 2 steps, if authorized by the human resources director.
    c. Equity. In order to efficiently and timely deal with internal equity issues that occur when an existing employee is compensated at a lower rate of pay than a new employee with less experience in the same classification, an equity adjustment may be made with the approval of the department head, the human resources director and city administrator. If the new employee's higher rate of pay is based on other factors, such as a higher level of education, no equity adjustments shall be paid. Equity adjustments shall only be paid to an existing

employee who is not on probation, has received a satisfactory rating at the most recent performance review, and is in paid status at the time the new employee is appointed. The adjustment shall not exceed the rate of pay of the new employee, shall not be more than 7% and may only be given one time per calendar year. The adjustment must be approved prospectively and must not exceed the maximum of the range. The adjustment shall not create pay compression problems and must be able to be accommodated within the departmental budget.

d. Retention. In order to retain employees, pay adjustments may be provided if approved by the city administrator and the chair of the administration committee.

2. Additional Pay
    a. Exceptional Effort Bonus
    b. Educational Achievement Bonus
    c. Interim Assignment Pay
    d. Premium Pays
        i.

3. Overtime and Compensatory Time
4.

SECTION 4: **AMENDMENT** "P320 Expense Reimbursement" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

P320 Expense Reimbursement

1. Education Costs. Education costs are limited to tuition, course materials, books, library fees, laboratory fees, and supplies. An employee is eligible for reimbursement of education costs incurred through enrollment in a course at an accredited academic institution that is authorized to award an academic degree consistent with the following standards:
    a. The employee must hold a budgeted position of 0.5 FTE or greater.
    b. The employee must remain employed with the City for 6 months following completion of the approved program.
    c. An employee cannot receive more than $1,500 per calendar year for each 1.0 FTE, prorated based on FTE.

d. An employee cannot receive more than $6,000 total for each 1.0 FTE, prorated based on FTE.
e. The employee must receive advance approval from both their Department Head and the Assistant City Administrator prior to enrolling in the educational program.
f. The employee must achieve a grade "C" or equivalent during each calendar year.
g. The employee shall attend all classes and complete any coursework during non-working hours or while on approved time off of work. Time devoted to attending the course and completing any coursework is not paid or reimbursable.
h. Any course for which reimbursement is requested shall be directly related to the employee's existing job classification or potential promotional job opportunities and shall be subject to the advance approval of both the Department Head of the employee and the Assistant City Administrator.
i. An employee requesting reimbursement shall, within 30 days of course completion, provide documentary evidence of satisfactory completion of the course a course description and documentary evidence of reimbursable costs incurred, to include, but not limited to, paid receipts or a cancelled check. Reimbursement shall be made if approved by the Department Head of the employee and Assistant City Administrator according to administrative rule.
j. Reimbursement shall not be made to an employee after the amount budgeted by the common council for this purpose has been exhausted in that budget year.
k. Reimbursement shall not be made to an employee if reimbursable costs are paid by other sources.

2. Student Loans. An employee is eligible for reimbursement of student loan payments consistent with the following standards:
    a. The employee must hold a budgeted position of 0.5 FTE or greater.
    b. The employee must remain employed with the City for 6 months following reimbursement of the student loan payment.
    c. An employee cannot receive more than $900 per calendar year for each 1.0 FTE, prorated based on FTE.
    d. An employee cannot receive more than $4,500 total for each 1.0 FTE, prorated based on FTE.
    e. The student loans must have been made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of that Act.
    f. An employee requesting reimbursement shall, within 30 days of making a student loan payment, provide documentary evidence of reimbursable costs incurred. Reimbursement shall be made if approved by the Department Head of the employee and Assistant City Administrator according to administrative rule.
    g. Reimbursement shall not be made to an employee if reimbursable costs are

paid by other sources.

h. Reimbursement shall not be made to an employee after the amount budgeted by the common council for this purpose has been exhausted in that budget year.

3. Mileage Reimbursement. If an employee operates a privately-owned vehicle to conduct City business, the employee will be reimbursed on a per mile basis in accordance with the federally approved IRS rate applicable at the time.
    a. In no case will an employee be reimbursed for ordinary home to work travel (i.e., traveling from home before the regular workday and/or returning to their home at the end of their workday) and/or for non-work related/personal travel.
    b. It is the employee's responsibility to maintain their vehicle in such a manner as to ensure safe operation and proper professional appearance.
    c. Motorcycles and/or mopeds are not acceptable and cannot be used under any circumstances to conduct City business and are not eligible for mileage reimbursement. All vehicles must be suitable for the use which employees receive reimbursement.
    d. Employees are required to submit mileage reimbursement information in a form and manner prescribed by the Finance Director. This information is subject to audit. Each Department Head shall be responsible for ensuring the reasonableness of the mileage reimbursement information submitted by their department's employees.
    e. Employees who use their personal vehicles to conduct City business may request and be provided with a magnetic decal, window cling, or other means to identify their vehicle as being on official City business.

SECTION 5: **AMENDMENT** "P335 Miscellaneous Benefits" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

P335 Miscellaneous Benefits

1. Employee Assistance Program. The City recognizes that problems of a personal nature can have an adverse effect on an employee's job performance. It also recognizes that most personal problems can be dealt with successfully when identified early and referred to appropriate resources. The purpose of the Employee Assistance Program (EAP) is to help employees and their family members find healthy solutions for life. All information is confidential and will not jeopardize job security or promotional opportunities. The Human Resources Department oversees and coordinates this program. Eligible employees - this voluntary benefit program is offered to Elected Officials and part-time and regular appointment employees as defined by the West Allis Municipal Code. Those employees defined by the West Allis Municipal Code as provisional, temporary appointment or special employee are ineligible.

2. Pension. The City of West Allis participates in the Wisconsin Retirement System. Employees are eligible for participation in WRS consistent with State law, WRS policies and contribution requirements.
3. Deferred Compensation. The City offers 2 programs that provide a tax benefit to enable employees to save for retirement. The Finance and Human Resources Departments are responsible for these program offerings. Eligible employees – this voluntary benefit program is offered to Elected Officials and part-time and regular appointment employees as defined by the Revised Municipal Code (RMC). Those employees defined by the RMC as provisional, temporary appointment or special employee are ineligible.
    a. IRS Section 457: Deferred Compensation. Deferred Compensation is an IRS approved method for deferring federal and state income taxes on savings until retirement. Any gains or losses are the investor's responsibility, not the City's.
    b. Payroll Deduction Roth IRA - A Payroll Roth IRA is simply a Roth IRA funded through contributions that are made directly from employee's pay on an after-tax basis. With Roth IRA's, interest and other earnings on the contributions are tax-deferred – and in some cases, tax-free at the time of withdrawal. Any gains or losses are the investor's responsibility, not the City's.
4. Health Savings Account. This voluntary benefit allows employees to have dollars deducted from their paycheck on a pre-tax basis to pay for medical expenses. The Finance and Human Resources Departments are responsible for this program offering. Eligible employees – this voluntary benefit program is offered to Elected Officials, retiree health insurance program participants, and employees holding a minimum of a 0.5 FTE (full time equivalent) budgeted position who participate in a High Deductible Health Plan (HDHP) offering by the City of West Allis. An Elected Official, employee or retiree who participates in other health insurance (such as a non-HDHP plan or Medicare Parts A and/or B, Medicaid, Title 19), or is claimed as a dependent on someone else's tax return, are ineligible.
    a. Employees will not be eligible for HSA participation until the month following expiration of any active FSA.
    b. HSA payroll deductions will be made only for deposit into the City-sponsored financial institution.
    c. Employee contributions are allowed up to IRS limitations and shall be prorated based upon employee eligibility date.
    d. The City may contribute to individual employee HSA's. Such contribution shall be established by resolution annually.
5. Flexible Spending. This voluntary benefit allows employees to have dollars deducted from their paycheck on a pre-tax basis to pay for certain planned expenses, such as monthly health and/or dental insurance premiums, medical/dental/vision expenses, and dependent care. The Finance and Human Resources Departments are responsible for this program offering. Eligible employees – this voluntary benefit program is offered to Elected Officials and employees holding a minimum of a 0.5 FTE (full time equivalent) budgeted position.
6. Negotiated Benefits. To the extent allowed by law, the City may extend benefits to employees who are otherwise not eligible, but only if doing so is in the best financial

or risk management interests of the City. No benefits may be offered under this provision unless the specific terms are approved by the city administrator, council president, and chair of the administration committee.

SECTION 6: **AMENDMENT** "P403 Code Of Ethics" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

P403 Code Of Ethics

High ethical standards among officials and employees are essential to the conduct of representative government, improve the quality and integrity of public service, and promote, strengthen and nurture the faith and confidence of those whom the officials and employees serve. Pursuant to Wis. Stat. 19.59(1m), and in addition to the requirements of Wis. Stat. 19.59(1), the City establishes this code of ethics for public officials, employees, and candidates for City offices.

1. Adoption of State Law.
    a. Definitions. Wis. Stat. 19.42 is adopted.
    b. Code of Ethics. Wis. Stat. 19.59(1) is adopted.
2. Penalties and Remedies.
    a. Forfeiture. A person who violates any provision of this code of ethics shall forfeit between $100 and $1,000 for each offense.
    b. Ballot Omission. The city clerk shall omit the name of any candidate from an election ballot who fails to disclose their economic interests in accordance with the requirements of this policy.
    c. Withholding Payment. The city treasurer shall withhold the payment of salaries or expenses from any local public official or other employee of the City who fails to disclose their economic interests in accordance with the requirements of this policy.
3. Local Ethics Rules. The following provisions prescribing ethical standards of conduct and prohibiting conflicts of interest are adopted pursuant to Wis. Stat. 19.59(3)(e):
    a. No local public official may intentionally use or disclose information gained in the course of or by reason of their official position or activities in any way that could result in the receipt of anything of value for himself or herself, for their immediate family, or for any other person, if the information has not been communicated to the public or is not public information
    b. No local public official may use, or attempt to use, their public position to influence or gain unlawful benefits, advantages or privileges for himself, herself or other person.
    c. No local public official, member of a local public official's immediate family, nor any organization with which the local public official or a member of the

official's immediate family owns or controls at least 10 percent of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than $3,000 within a 12-month period, in whole or in part derived from City funds, unless the officer has first made disclosure of the nature and extent of such relationship or interest to the person acting for the City in regard to such contract or lease.

d. No local public official, other than in their official capacity, shall appear before the council, or any committee, board, commission, or authority on behalf of any person other than the official, their spouse, or their minor children.

e. No local elective official shall vote on any matter when the official or the official's immediate family has a personal financial interest.

f. No local public official or City employee shall, in their official capacity, do an act which they know is in excess of their lawful authority or which they know they are forbidden by law to do in their official capacity.

g. No local public official or City employee shall use or permit the use of any City property for personal convenience, use, or profit without council authorization.

h. No former local public official shall, for compensation, for 12 months following the date on which they cease to be an official, act on behalf of any person other than the City in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the former official participated personally and substantially as a local public official.

i. No local public official shall grant special consideration, treatment or advantage to any person, beyond that which is available to every other person.

j. No City employee shall participate in the hiring, promotion, discipline or other personnel activity of an immediate family member.

k. No City employee shall consider in the appointment, promotion, transfer, suspension or termination of a person any factor other than the fitness and ability of that person to perform the duties of the position in which they are seeking or employed.

4. Statement of Economic Interests

a. Applicability. The following individuals shall file statements of economic interests on their own behalf on and behalf of their spouse:

i. Persons holding local elective office

ii. Candidates for local elective office

iii. Members of the board of ethics, the community development authority, the plan commission, and the board of police and fire commissioners

iv. Local public officials who serve in appointive office which is filled by the mayor, common council, or city administrator and in which the incumbent serves at the pleasure of the appointing authority, except a clerical position, a position limited to the exercise of ministerial action,

or a position filled by an independent contractor.

b. Timing. Each individual who is required to file a statement of economic interests shall file that statement with the board of ethics within the following time, unless granted an extension for good cause by the board of ethics:
    i. For persons who are not candidates for local elective office in that year, no later than April 30 of that year. The information contained on the statement shall be current as of December 31 of the preceding year.
    ii. For persons who are candidates for local elective office in that year, no later than the day that person files nomination papers. The information contained on the statement shall be current as of the date of filing.
    iii. For persons who assume office after March 31, no later than 30 days following the date they assume office if the official has not previously filed a statement of economic interests during that year. The information on the statement shall be current as of the date they assumed office.

c. Required Disclosures. A person required to file a statement of economic interests shall disclose the following information. Whenever a dollar amount is required to be reported on a statement of economic interest, it shall be sufficient to report whether the amount is not more than $50,000 or more than $50,000.
    i. The name and address of the individual required to file.
    ii. The identity of every organization doing business in or engaged in any transaction with or affecting the City with which the individual required to file or a member of their immediate family is associated and the nature of the association with the organization, except no identification need be made of:
        (1) Any organization which is described in Sec. 170(c) of the Internal Revenue Code.
        (2) Any organization which is organized and operated primarily to influence voting at elections, including support for or opposition to present or future candidacy or referendum.
        (3) Any nonprofit organization which is formed exclusively for social or community service purposes.
        (4) A trust.
        (5) A person is the owner of a trust and the trust's assets and obligations, if the person is the creator of the trust and has the power to revoke the trust without obtaining the consent of all of the beneficiaries of the trust.
        (6) A person who is eligible to receive income or other beneficial use of the principal of the trust is the owner of a proportional share of the principal in the proportion that such person's beneficial interest in the trust bears to the total beneficial

interests vested in all beneficiaries of the trust. A vested beneficial interest in a trust includes a vested reverter trust.

iii. The identity of every organization or body politic, doing business in or engaged in any transaction with or affecting the City, in which the individual, who is required to file, or that individual's immediate family, severally or in the aggregate, owns, directly or indirectly, securities having a value of $5,000 or more, the identity of such securities, except that no identification need be made of a security or issuer of a security when it is issued by any government or instrumentality or agency thereof, or any authority or public corporation created and regulated by an act of the Wisconsin Legislature.

iv. The name of any person doing business in or engaged in any transaction with or affecting the City to whom the individual, who is required to file, or such individual's immediate family, severally or in the aggregate, owes $5,000 or more, excluding debts on personal residences.

v. The identity of each payor doing business in or engaged in any transaction with or affecting the City from which the individual, who is required to file, or a member of their immediate family, received $1,000 or more of their income for the preceding taxable year, except that if the individual who is required to file identifies the general nature of the business in which they or their immediate family is engaged, then no identification need be made of a decedent's estate or an individual payor, not acting as a representative of an organization. In addition, no identification need be made of a payor from which dividends or interest is received.

vi. If the individual, who is required to file, or a member of their immediate family, received $1,000 or more of their income for the preceding taxable year from a partnership, corporation electing to be taxed as a partnership under subchapter (s) of the Federal Internal Revenue Code, or service corporation under sec. 180.99 of the Wisconsin Statutes, in which, the individual or a member of their immediate family, severally or in the aggregate, has a 10% or greater interest, the identity of each payor from which the organization received $1,000 or more of its income for its preceding taxable year, except that if the individual who is required to file identifies the general nature of the business in which they or their immediate family is engaged, then no identification need be made of a decedent's estate or an individual person, not acting as a representative of an organization. In addition, no identification need be made of persons not doing business in or engaged in any transaction with or affecting the City or from which dividends or interest are received.

vii. A description of the real property in the City in which the official or a

member of their immediate family holds an interest, other than their principal residence, and the nature of the interest held. An official's interest in real property does not include a proportional share of interest in real property, if the official's pro rata share is less than 10% of the outstanding shares or is less than an equity value of five thousand dollars $5,000.

viii. The identity of each person from which the official received any gift or gifts having an aggregate value of more than $100 within the taxable year preceding the time of filing; except, the source of a gift need not be identified if the donor is the donee's parent, grandparent, child, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, fiancé, or fiancée.

SECTION 7: **ADOPTION** "P605 Operating Vehicles and Equipment" of the City Of West Allis Policies & Procedures is hereby *added* as follows:

A D O P T I O N

P605 Operating Vehicles and Equipment*(Added)*

This policy is established to create a uniform standard governing the privilege of operating vehicles and/or equipment within the scope of employment and in setting forth the procedures to reimburse employees for the personal use of their privately owned vehicle while discharging duties for the City. In addition to the provisions of this document, employees are required to comply with State and local traffic laws and City/Departmental Safety and Work Rules.

1. Authorization to Operate City Vehicles and Equipment. No City employee may operate a City-owned vehicle or City-owned equipment without approval from that employee's department head. An authorized employee may only operate equipment or a vehicle under the conditions of that approval, which may be withdrawn at any time by the department head. The conditions of that approval shall be at least:
    a. Maintaining a valid Wisconsin driver's license that is appropriate for the type of vehicle or equipment operated. If the employee's driver's license is affected by a restriction, suspension, or revocation that would affect their ability to legally operate a vehicle/equipment on City business, the employee shall inform their supervisor of that change in licensure no later than the next business day.
    b. Proficiency in operations. If an employee is unfamiliar with the operation or maintenance of a vehicle or piece of equipment, it is their responsibility to request instruction on proper procedure from their supervisor.
    c. Vehicle Upkeep. Keeping the windows and the interior clean at all times. The

last employee to operate equipment or a vehicle is responsible for ensuring that the interior of the vehicle/equipment is free of litter and other debris at the end of each work day.

d. Lawful operation. An employee operating City equipment or vehicles shall comply with all traffic laws while operating. If an employee receives a traffic violation or citation on City business, the employee shall notify their department head no later than the next business day. Forfeitures associated with citations received while operating a City vehicle or equipment while working shall be paid for by the City. Forfeitures associated with citations received while operating a City vehicle or equipment while not working shall be paid for by the employee.

e. Notification of accidents. An employee involved in a vehicle accident where a person is struck or property is damaged is required to immediately notify the police department and their department head in accordance with administrative rules established by that department head.

f. Use exclusively for City business. City-owned vehicles/equipment are to be only used to conduct official City business unless specifically authorized for personal travel by the department head in accordance with that department head's administrative rules. Usage shall be planned to ensure efficient and economic operation.

g. Safe operation. Prior to operating a vehicle on City business, an employee shall inform their supervisor of anything that may negatively impact that employee's ability to safely operate a vehicle.

h. Professional appearance. While operating a City vehicle, no employee may smoke or vape, play excessively loud music, or act in an aggressive manner toward others.

2. Training. If the department head deems training necessary , the department head should provide training for employees who operate City-owned vehicles or equipment.
3. Inspections. Department heads should cause all vehicles and equipment assigned to that department to be routinely inspected and repaired as deemed necessary by the department head.
4. Records. Department heads should maintain a log that identifies the productivity of each vehicle or piece of equipment assigned to that department and identifies the expenses associated with owning that vehicle or equipment.
5. Review of Driver's Record. The City may review driving records of any employee who is authorized to operate a City vehicle or City equipment at any time.

SECTION 8: **REPEAL** "1107 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1107 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 9: **REPEAL** "1110 Compensation And Pay Administration" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1110 Compensation And Pay Administration~~ *(Repealed)*

1. PURPOSE
   To describe the policies and procedures of the City of West Allis in regard to requirements for promotions, compensation and pay administration for all positions and appointments, promotions, or demotions of individuals therein.
2. ORGANIZATIONS AND PERSONS AFFECTED
   This policy applies to all City of West Allis departments and employees as specified herein.
3. POLICY
   It is the policy of the City of West Allis to follow a uniform set of procedures in regard to creating, maintaining, and administering pay ranges for all positions and appointments, promotions, transfers, and/or demotions of individuals therein.
4. REFERENCES
   City of West Allis Policies & Procedures -
   a. Policy No. 1402 – Recruitment, Selection and Employment
   b. Policy No. 1422 – Performance Management and Review Process
   c. Policy No. 1104 – Internship Policies & Procedures
   d. Policy No. 1107 – Required Approvals for Filling Vacant, Budgeted Positions
   City of West Allis Revised Municipal Code Section 2.76(10)
5. COMPENSATION AND PAY ADMINISTRATION
   The overall procedures to be followed in compensation and pay administration shall be as follows:
   a. The Department Head shall determine their Department's organizational needs and identify the type of position desired. The Department Head shall contact Human Resources (HR) to determine information needed to specify the position's duties and responsibilities, educational requirements, skills and ability levels, etc.
   b. The Department Head shall prepare a Job Description Questionnaire (JDQ) and proposed position description and submit to HR for review. HR shall finalize said documents and attain concurrence with the Department Head.
   c. For new positions, or where an existing position has substantial changes, HR shall submit the JDQ to the job evaluation consultant for a recommendation on an appropriate salary range and FLSA classification and provide the recommendation to the City Administrator (CA) for approval. If an existing position remains the same, or has minimal changes, the existing salary range is used.
   d. The CA shall review any new or modified pay range. If the CA concurs with

the new or modified pay range, the CA shall submit a salary/wage ordinance update to the Common Council for consideration.

e. Once the pay range has been established, the CA shall submit the Department Head's request to fill the new or vacant position to the Common Council for consideration with a recommendation.
f. HR and the Department Head shall follow applicable ordinances, rules, and policies and procedures to fill the new or vacant position. (Examples: hiring process, completion and submittal of Personnel Action Form, request to fill, etc.)
g. A position's pay is established within the existing pay range as specified in the salary/wage ordinance.

6. COMPENSATION AT TIME OF APPOINTMENT
    a. Generally, a new or promoted employee should be placed at the minimum of the pay range. However, the Department Head may request to offer a new or the promoted employee a wage/salary between the beginning pay range through the Control Point, and may extend that offer provided the HR Director concurs. If the Department Head and HR Director do not concur, a determination from the CA shall be required. If the Department Head desires to offer the new or promoted employee a wage/salary greater than the Control Point, the request must be approved by the CA after consultation with the HR Director.
7. ADVANCEMENT IN SALARY SCHEDULE, ANNIVERSARY DATES, AND ADJUSTMENTS
    a. Following the initial new or promoted appointment, movement within the pay range up to the Control Point shall generally be in annual steps on the employee's anniversary date of appointment to the position based on a satisfactory performance evaluation.
    b. Upon successful completion of an employee's probationary period or timely successful completion of a required certification, licensure or training, a Department Head may request advanced movement within the pay range up to the next step or two, if the HR Director concurs and the department's salary account can accommodate.
    c. Additional movement, or movement beyond the Control Point, shall occur in conjunction with the exceptional performance process in Policy 1113.
    d. Delayed movement within the pay range shall be based on Department Head discretion and in conjunction with a Performance Improvement Plan authorized by the HR Director.
    e. Placement within a new or different pay range resulting from a demotion shall follow the same procedures outlined above.
    f. Freezing or redlining of pay rates under certain circumstances may occur as recommended by the Department Head and approved by the CA after consultation with the HR Director.
    g. Pay ranges shall be adjusted as determined by the Common Council, as established in salary/wage ordinances.
8. PROMOTIONS AND RECLASSIFICATIONS

a. Employees who are in good standing, have received a satisfactory rating at their last performance review, and are in paid status are eligible for promotions. Additionally, employees who hold provisional, temporary or emergency appointments are not eligible for promotion.

b. Vacant authorized positions may be filled through in accordance with Policy #1402– Recruitment, Selection and Employment or if there is an employee whose knowledge, skills, abilities meet the requirements of the position and the Department Head wishes to promote the employee, a request outlining the basis for the promotion shall be submitted to the Human Resources Director for consideration. In the case of the latter, when the Human Resources Director does not agree that the employee should be promoted, the City Administrator shall review the request and make the final determination.

c. Current employees who are promoted to a new position or whose position has been reclassified shall receive a rate of pay that is at least 3-7% above their pre-promotion rate or the minimum of the new pay range. The higher rate is subject to approval by the Department Head, HR Director, and CA, and shall be based on the level of knowledge, skill, and ability of the promoted/reclassified employee. In no case shall the higher rate of pay exceed the top of the salary grade for the position.

9. EQUITY AND RETENTION ADJUSTMENTS

a. In order to efficiently and timely deal with internal equity issues that occur when an existing employee is compensated at a lower rate of pay than a new employee with less experience in the same classification, an equity adjustment may be requested by the Department Head subject to the approval of the HR Director and CA. If the new employee's higher rate of pay is based on other factors, such as a higher level of education, no equity adjustments shall be paid. Equity adjustments shall only be paid to an existing employee who is not on probation, has received a satisfactory rating at the most recent performance review, and is in paid status at the time the new employee is appointed. The adjustment shall not exceed the rate of pay of the new employee, shall not be more than 7% and may only be given one time per calendar year. The adjustment must be approved prospectively and must not exceed the maximum of the range. The adjustment shall not create pay compression problems and must be able to be accommodated within the departmental budget.

b. In certain circumstances, adjustments may be provided for retention purposes subject to approval by the CA and Chair of the Administration and Finance Committee.

10. OTHER PROCEDURES

a. Elected Officials The salary ranges for the Mayor, Alderpersons, Municipal Judge, and City Attorney for the respective four (4) year terms, are as recommended by the CA and approved by the Common Council in Salary Ordinances prior to the beginning of the nomination period for said offices.

b. Miscellaneous Positions The salaries for the below-listed miscellaneous positions are as recommended by the CA, in consultation with the HR

Director and the related Department Head(s), and approved by the Common Council in Salary Ordinances. Said positions include but are not limited to: Part-Time Cleaner, Provisional Laborers, Seasonal Laborers, Lead Library Page, Library Page, Election Inspectors, Special Voting Deputy, BINS part-time Inspectors, Police Background Investigators, Police Community Service Officers, Security Installers, Night Parker Takers, WISH Child Care Providers, Co-Facilitator (WISH), and Market Attendant.

c. Interns and Co-Op Positions The pay ranges for Intern and Co-op positions are established by the CA, in consultation with the HR Director and the related Department Heads. Individuals start at the beginning of the pay range unless otherwise approved by the CA. Incremental adjustments within the pay range are as recommended by the Department Head based on completion of semester work and satisfactory performance.

~~**Effective Date**: 12/18/12~~
~~**Revision Date**: 5/21/19~~

SECTION 10: **REPEAL** "1406 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1406 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 11: **REPEAL** "1414 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1414 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 12: **REPEAL** "1418 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1418 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 13: **REPEAL** "1419 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1419 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 14: **REPEAL** "1421 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1421 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 15: **REPEAL** "1425 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1425 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 16: **REPEAL** "1426 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1426 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 17: **REPEAL** "1428 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1428 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 18: **REPEAL** "1431 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1431 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 19: **REPEAL** "1433 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1433 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 20: **REPEAL** "1439 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1439 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 21: **REPEAL** "1453 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1453 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 22: **REPEAL** "1455 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1455 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 23: **REPEAL** "1456 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1456 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 24: **REPEAL** "1457 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1457 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 25: **REPEAL** "1460 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1460 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 26: **REPEAL** "1461 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1461 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 27: **REPEAL** "1462 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1462 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

SECTION 28: **REPEAL** "1468 Vehicle/Equipment Operation, Driving Policy And Mileage Reimbursement" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1468 Vehicle/Equipment Operation, Driving Policy And Mileage Reimbursement~~ *(Repealed)*

1. PURPOSE The purpose of this policy is to set forth the policies and procedures to be followed by all City departments and employees regarding vehicle/equipment operation, driving privileges, and mileage reimbursement. It is the City's intent to establish and maintain a high level of professionalism and awareness of safety among its drivers and operators.
2. ORGANIZATIONS AND PERSONS AFFECTED This policy applies to all City of West Allis departments, boards, commissions, and employees of the City of West Allis.
3. POLICY This policy is established to create a uniform standard governing the privilege of operating vehicles and/or equipment within the scope of employment and in setting forth the procedures to reimburse employees for the personal use of their privately owned vehicle while discharging duties for the City. In addition to the provisions of this document, employees are required to comply with State and local traffic laws and City/Departmental Safety and Work Rules.
4. REFERENCES City of West Allis Revised Municipal Code Sections 2.095(4) and 2.76(20) City of West Allis Policies and Procedures, Policy 1435 – Safety Program

City of West Allis Policies and Procedures, Policy 1445 – Safety Belt Use City of West Allis Policies and Procedures, Policy 1447 – Drug and Alcohol Free Workplace City of West Allis Policies and Procedures, Policy 1459 – Traffic Violation and Accident Investigation and Reporting City of West Allis Policies and Procedures, Policy 1480 – Work Area Searches City of West Allis Policies and Procedures, Policy 1482 – DOT Drug and Alcohol Free Workplace City of West Allis Policies and Procedures, Policy 2604 – Emergency Snow Removal Procedures Police, Fire, and Public Works Departments' Vehicle/Equipment Operation Rules, Regulations, Policies and Procedures

5. RESPONSIBILITIES
    a. City Administrator. It is the responsibility of the City Administrator to annually report to the Administration and Finance Committee of the Common Council the status and operation of the City-owned pool vehicle program as well as the mileage reimbursement totals for the each calendar year.
    b. Department Head.
        i. It is the responsibility of each Department Head or designee to instruct all existing and new employees of this policy and ensure regular compliance with the policy.
        ii. A Department Head or their designee shall ensure City-owned vehicles/equipment assigned to their Department are in working condition by coordinating maintenance and repairs as needed.
        iii. A Department Head or their designee shall ensure that an orientation/training program is developed for City-owned vehicles/equipment assigned to their department and that applicable checklists are developed for these vehicles/equipment.
        iv. Once a City-owned vehicle/equipment has been assigned to an employee in a department, the Department Head shall be responsible for all inspections, recordkeeping, fuel, maintenance and related expenses for the duration of the assignment.
    c. Supervisory Personnel.
        i. All individuals with supervisory responsibilities are accountable for the City-owned vehicles/equipment assigned. This responsibility includes random vehicle/ equipment inspections to ensure compliance, instruction of employees in the proper operation and preventative maintenance procedures, ensuring that applicable vehicle/equipment inspections are performed on a daily basis, and that inspection forms are completed and turned in.
    d. Employees.
        i. It is the responsibility of an employee to maintain an approved and valid Wisconsin Driver's License at all times and to inform their supervisor, no later than the next business day, of any restriction, suspension or revocation of driving privileges that would affect their ability to operate a vehicle/equipment on City business. Failure to comply with this requirement shall result in disciplinary action up to and including termination.

ii. An employee is responsible for the inspection of any City-owned vehicle/equipment they use and completing the required documentation. If an employee is unfamiliar with the operation or maintenance of a vehicle or piece of equipment, it is their responsibility to request instruction on proper procedure from their supervisor.

iii. An employee shall report concerns regarding the vehicle/equipment's operation and condition to their Department Head or designee as soon as practical.

iv. An employee shall conduct a daily vehicle/equipment inspection or other appropriate checks prior to each day's use of the City-owned vehicle/equipment as required.

v. An employee shall ensure windows and the interior of City-owned vehicles/equipment are kept clean at all times. An employee is responsible for ensuring that the interior of the vehicle/equipment is free of litter and other debris at the end of each work day.

vi. An employee receiving a traffic violation or citation on City business shall notify their Department Head or designee no later than the next business day. Citations received regarding the vehicle/equipment shall be paid for by the City.

vii. An employee involved in an accident is required to immediately notify the Police Department and their Department Head or designee per Policy 1459 – Traffic Violation and Accident Investigation and Reporting and in accordance with any specific Departmental policies/procedures/rules/regulations.

6. GENERAL PROCEDURES

a. City-owned vehicles/equipment are to be used to conduct official City business. Usage shall be planned to ensure efficient and economic operations.

b. Driver Eligibility and Guidelines.

i. The privilege of operating a vehicle/equipment (personal or City-owned) on City business is up to the discretion of the Department Head and may be withdrawn at the discretion of the City.

ii. Prior to driving a City-owned vehicle/equipment on City business, a Department Head shall ensure than an employee signs an Acknowledgement Statement of having read and understood this policy. (Appendix 1)

iii. An employee operating a vehicle/equipment on City business shall operate in compliance with vehicle laws of the jurisdiction in which the vehicle/equipment is being driven.

iv. An employee operating a vehicle/equipment on City business shall operate in accordance with any license requirements, endorsements (e.g., tanker), or restrictions (e.g., corrective lenses).

v. An employee shall not use or be under the influence of alcohol or illegal drugs at any time during the course of the workday, while performing work related duties and responsibilities, and/or while

operating a vehicle/equipment on City business.

vi. An employee shall notify his/her supervisor of any potential adverse effects from any prescription medication that may impair his/her work and/or driving performance.

vii. Failure to comply with City policy, loss of driving privileges, or fraudulent reporting of vehicle/equipment use may result in disciplinary action up to and including termination and/or loss of the privilege to operate a vehicle/equipment on City business. Loss of driving privileges will be reviewed on a case-by-case basis in consultation with the HR Department.

viii. An employee who is required to use a vehicle/equipment to perform City business must maintain a satisfactory driving record. The City will review driving records on a periodic basis, at least annually. The Department Head shall submit the names of said employees to the Safety and Training Coordinator to be enrolled into the Department of Motor Vehicle's Driver Public Abstract Request System (PARS).

c. Prohibitions.

i. An employee is prohibited from using City-owned vehicles/equipment for personal use. Use during lunch and breaks may be permitted with permission from an employee's Department Head or designee.

ii. An employee is prohibited from smoking in City-owned vehicles/equipment.

iii. An employee is prohibited from using City-owned vehicles/equipment to attend worker's compensation appointments, including but not limited to medical, physical therapy, occupational therapy, X-ray/Laboratory, etc.

iv. An employee is prohibited from taking City-owned vehicles/equipment to their residence if they live outside of the City's boundaries unless specifically authorized by Department policy.

v. An employee may not allow non-employees to operate, ride in or on any City vehicles/equipment unless specifically authorized by Department policy.

7. CITY-OWNED POOL VEHICLES

a. Definition. A pool vehicle is a City vehicle not assigned to the Public Works, Fire or Police Departments.

b. Assignment.

i. An Employee, who does not have a specific vehicle assigned to them by their Department, and who accumulates a large amount of miles through their duties and responsibilities, may be eligible to be assigned a pool vehicle by the City Administrator.

ii. Mileage of an employee assigned a pool vehicle shall be reviewed on an annual basis.

iii. Adjustments for assignment of a pool vehicle for an employee will be

made as necessary and as the number of pool vehicles fluctuates.

c. Vehicle Mileage Log.
    i. A Vehicle Mileage Log shall be maintained for each pool vehicle on a form found in Appendix 2 or as approved by the Department Head.
    ii. All drivers of pool vehicles must complete the Vehicle Mileage Log on a daily basis, indicating all destinations and mileage. Completed Logs shall be electronically submitted monthly to the Department Head.
    iii. Vehicle Mileage Logs shall be reviewed quarterly by the City Administrator.
d. Maintenance & Vehicle Condition.
    i. Daily equipment checks, and other checks as required, shall be conducted by assigned employees prior to each day's use of the pool vehicle. A condition report (Appendix 3) shall be electronically submitted to the assigned employee's Department Head for review monthly or as issues arise.
    ii. The assigned employee of a pool vehicle shall ensure the windows of the vehicle are kept clean at all times.
    iii. The assigned employee of a pool vehicle is responsible for ensuring that the interior of the vehicle is free of litter and other debris at the end of each work day.
    iv. Department Heads of employees assigned a pool vehicle shall be responsible for ensuring regular maintenance of vehicles is completed timely. The City will maintain contracts and accounts with outside businesses to perform such maintenance.
    v. Employees assigned a pool vehicle are responsible for reporting observed operating/mechanical problems to their Department Head. The Department Head shall be responsible for coordinating appropriate maintenance and repair.
    vi. Repairs on vehicles will be done on a case by case basis after consultation with the affected Department Head, City Administrator and Public Works Fleet Division. Consideration will be given to eliminate use of vehicles whose repair costs exceed the amount which would be paid if mileage reimbursement was done instead.
    vii. To ensure compliance with the maintenance of City-owned pool vehicles, the supervisor and/or assigned employee shall be responsible to inspect City vehicles on a random basis.

8. REIMBURSABLE MILEAGE This section applies to any employees who operate privately owned vehicle to conduct City business.
    a. Employees required to provide their own vehicle will be reimbursed on a per mile basis in accordance with the federally approved IRS rate.
    b. In no case will an employee be reimbursed for ordinary home to work travel (i.e., traveling from home before the regular workday and/or returning to their home at the end of their workday) and/or for non-work related/personal travel.
    c. Employees must maintain the same level of insurance per state requirements.

d. Employees must provide acceptable proof of Insurance to the Finance Department within fourteen (14) days of any request.
e. All maintenance, operating, insurance and other expenses are the responsibility of the employee. It is the employee's responsibility to maintain their vehicle in such a manner as to ensure safe operation. The employee's insurance company shall be considered primary.
f. If the employee's regular vehicle is out of service or otherwise unavailable, it is the employee's responsibility to provide an alternate vehicle.
g. Motorcycles and/or mopeds are not acceptable and cannot be used under any circumstances to conduct City business and are not eligible for mileage reimbursement. All vehicles must be suitable for the use which employees receive reimbursement.
h. It is the employee's responsibility to inform their insurer of the circumstances under which the vehicle is operated (business use).
i. Employees are required to submit mileage reimbursement information in a form and manner prescribed by the Finance Director. This information is subject to audit. Each Department Head shall be responsible for ensuring the reasonableness of the mileage reimbursement information submitted by their department's employees.
j. Employees who use their personal vehicles to conduct City business may request and be provided with a magnetic decal, window cling, or other means to identify their vehicle as being on official City business.

9. PRE-EMPLOYMENT DRIVING STANDARDS
   a. The following standards will be applied uniformly by the City prior to an offer of employment. These standards are subject to change at any time at the discretion of the City.
   b. The Human Resources Department will obtain a copy of the candidate's driving record from the West Allis Police Department.
   c. In order to meet the minimum requirements for employment with the City for a position that requires the operation of a motor vehicle, the following standards will apply:
      i. Candidates must possess a valid and appropriate Wisconsin Driver's License before an offer of employment can be made. In the case of an out-of-state applicant, the offer can be made contingent upon obtaining the appropriate Wisconsin Driver's License prior to starting employment or within 30 calendar days of employment with proof of a valid out-of-state license.
      ii. Candidates for certain positions shall possess a valid Wisconsin Commercial Driver's License before starting employment. In the case of an out-of-state applicant, the offer can be made contingent upon obtaining the appropriate License within a timeframe established by the Human Resources Department in consultation with the appropriate Department Head.
      iii. Candidate's driving record will be reviewed according to the

following standards. Failure to meet these standards may result in the rejection of the candidate.

(1) Possess a valid Wisconsin Operator's License and/or Commercial Driver's License.
(2) Must have no more than two moving violations in the last 18 months and no more than three moving violations within the last 36 months.
(3) No more than one chargeable accident within the last 18 months or more than two chargeable accidents within the past 36 months.
(4) No more than six demerit (6) points within the past 12 months.
(5) No driving under the influence (Wis. Stat. 346.63) or reckless driving (Wis. Stat. 346.62) convictions within the past five years.

~~**ACKNOWLEDGEMENT STATEMENT POLICIES AND PROCEDURES FOR DRIVERS OF CITY-OWNED VEHICLES/EQUIPMENT** PP 1468 – Appendix 1 v1 (03/2017)~~

~~To: All Drivers of City-Owned Vehicles/Equipment~~

~~An employee who drives City-owned vehicles/equipment are required to read Policy 1468 and sign this Acknowledgement Statement. The signed statement will be retained in an employee's personnel file. Only drivers who have signed this Acknowledgement Statement may operate City-owned vehicles/equipment.~~

~~Acknowledgement: I have reviewed and understand the following policies on the dates indicated. I am aware that a violation of these policies and procedures would be cause for disciplinary action.~~

Date	Initials	Policy Name	Policy #
		Revised Municipal Code Sections	2.095(4) and 2.76(20)
		Safety Program	1435
		Safety Belt Use	1445
		Drug and Alcohol Free Workplace	1447
		Traffic Violation & Accident Investigation & Reporting	1459
		Work Area Searches	1480
		DOT Drug and Alcohol Free Workplace (required for CDL	

		holders only)	1482
		Emergency Snow Removal Procedures	2604
		Applicable Police, Fire, or Public Works Departments' Vehicle/Equipment Operation Rules, Regulations, Policies and Procedures	

~~Signature:_____Print Name:_____~~

~~Department:_____ Division (if applicable):_____~~

~~Date: _____~~

~~**Vehicle Mileage Log for** _____ (list month/year) PP 1468 – Appendix 2 v1 (03/2017)~~

Page of		Department	Driver Name:	
License Plate:		Beginning Odometer:	Ending Odometer:	
Date	Daily Travel Activity (must include all destinations)	Start Odometer:	End Odometer:	Driver Initials
Assigned driver's signature				

Total Miles per Month	

~~Note: We will work to have this converted for electronic record keeping.~~

~~**Condition Report** PP 1468 – Appendix 3 v1 (03/2017)~~

Department:		Inspected by:		
Date of Condition Report		Mileage		
Vehicle License Number		VIN		
Last Service (enter date)	Oil	Tune Up	Other	
Condition of Vehicle Indicate Satisfactory (S) or Unsatisfactory (U)				
Tires	RF: __S __U	LF: __S __U	RR: __S __U	LR: __S __U
Operation	Steerage: __S __U	Brakes: __S __U	Acceleration: __S __U	Transmission: __S __U
Lights	Front: __S __U	Rear: __S __U	Signal: __S __U	
Exterior (list location)	Scratches	Paint Condition	Dents	
Interior	Cleanliness __S __U	Registration and Insurance Card __Present __Missing	Mileage Forms __Present __Missing	
Other:				

~~Any unsatisfactory item must be corrected as soon as possible. City repair contracts are to be used for repairs. Failure to maintain inspection reports and/or report deficiencies in a timely manner may result in disciplinary action.~~

~~Note: We will work to have this converted for electronic record keeping.~~

~~**Effective Date**: 5/6/03~~
~~**Revision Date**: 12/19/17~~

SECTION 29: **REPEAL** "1470 POLICY DELETED (This Policy Left Blank Intentionally)" of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1470 POLICY DELETED (This Policy Left Blank Intentionally)~~ *(Repealed)*

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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R11/2023)

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

County Name	County Code Number	Report for Month/Year
Milwaukee	40	Aug 2024
Municipal Name	**Municipal Code Number**	**Telephone Number**
West Allis Municipal Court	292	414-302-8181

I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348,Stats.)	$ 39,449.46	$ 39,449.46		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 13,294.64	$ 11,519.00		$ 1,775.64
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 9,297.60			$ 9,297.60
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 3,549.88		$ 3,549.88	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 6,394.73		$ 3,095.33	$ 3,299.40
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 4,624.66			$ 4,624.66
Adjustment (if applicable)	$ .00			$ .00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
Adjustment (if applicable)	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 311.00		$ 311.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 668.18			$ 668.18
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 77,590.15	$ 50,968.46	$ 6,956.21	Pay This Amount $ 19,665.48

Continue onto the next page.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R11/2023)

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: Paul m Murphy Signature: Paul M. Murphy Date: 9.17.24

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Corinne Zurad Date: 9/19/2024

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone Number	Email Address
Ann Drosen	414-302-8181	adrosen@westalliswi.gov

New License Application Summary for Committee Review

Record #: PNSH-22-35

Legal Name: Get It Now LLC
Trade Name: Get It Now #02403
Business Address: 6826 W Greenfield Ave Ste A112

Applicant Agent Name: Michael Rondinelli
Application Type: Secondhand Article Dealer and Secondhand Jewelry Dealer*

Application Date: September 23, 2024

Hours of Operation:

Sunday:	CLOSED
Monday:	11 AM - 7 PM
Tuesday:	11 AM - 7 PM
Wednesday:	11 AM - 7 PM
Thursday:	11 AM - 7 PM
Friday:	11 AM - 7 PM
Saturday:	9 AM - 6 PM

Business Details: Furniture, appliances and electronics

*License Type Descriptions:

Pawnbroker is a person who engages in the business of lending money on the deposit or pledge of any article or jewelry other than choses in action, securities or written evidence or indebtedness; or purchases any article or jewelry with an expressed or implied agreement of understanding to sell it back at a subsequent time at a stipulated price.

Secondhand Article or Junk Dealer is a person, other than an auctioneer, who engages in the business of purchasing or selling secondhand articles as defined above, who is not either a "pawnbroker" or a "secondhand jewelry dealer," as defined above.

Secondhand Jewelry Dealer is a person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand jewelry, who is not a pawnbroker within the above definition.

New License Application Summary for Committee Review

Record #: PNSH-22-36

Legal Name: E-5 Sports
Trade Name: E-5 Sports
Business Address: 7241 W Greenfield Ave

Applicant Agent Name: Brian Boyer
Application Type: Secondhand Article Dealer*

Application Date: September 20, 2024

Hours of Operation:

Sunday:	CLOSED
Monday:	CLOSED
Tuesday:	10 am - 4 pm
Wednesday:	12 pm - 6 pm
Thursday:	12 pm - 6 pm
Friday:	12 pm - 6 pm
Saturday:	10 am - 2 pm

Business Details: Bobbleheads, sports cards and sports memorabilia

*License Type Descriptions:

Pawnbroker is a person who engages in the business of lending money on the deposit or pledge of any article or jewelry other than choses in action, securities or written evidence or indebtedness; or purchases any article or jewelry with an expressed or implied agreement of understanding to sell it back at a subsequent time at a stipulated price.

Secondhand Article or Junk Dealer is a person, other than an auctioneer, who engages in the business of purchasing or selling secondhand articles as defined above, who is not either a "pawnbroker" or a "secondhand jewelry dealer," as defined above.

Secondhand Jewelry Dealer is a person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand jewelry, who is not a pawnbroker within the above definition.

New License Application Summary for Committee Review

Record #: PNSH-22-2

Legal Name: MAS LLC
Trade Name: Mass Musik
Business Address: 10220 Greenfield Ave

Applicant Agent Name: Soiney
Application Type: Secondhand Article Dealer*

Application Date: September 17, 2024

Hours of Operation:

Sunday:	Closed
Monday:	Closed
Tuesday:	11AM-6Pm
Wednesday:	11AM-6PM
Thursday:	11AM-6PM
Friday:	11AM-6PM
Saturday:	11AM-3PM

Business Details: Musical Instruments

*License Type Descriptions:

Pawnbroker is a person who engages in the business of lending money on the deposit or pledge of any article or jewelry other than choses in action, securities or written evidence or indebtedness; or purchases any article or jewelry with an expressed or implied agreement of understanding to sell it back at a subsequent time at a stipulated price.

Secondhand Article or Junk Dealer is a person, other than an auctioneer, who engages in the business of purchasing or selling secondhand articles as defined above, who is not either a "pawnbroker" or a "secondhand jewelry dealer," as defined above.

Secondhand Jewelry Dealer is a person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand jewelry, who is not a pawnbroker within the above definition.

September 24, 2024

The Honorable Mayor Dan Devine
and Members of the Common Council
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Mayor Devine and Common Council Members:

I have received notification from Mike Mazmanian, Code Enforcement Director, of his resignation from employment with the City of West Allis, effective October 25, 2024. Possible plans for the continued operation of the department will be forthcoming.

Respectfully,

Rebecca M. Grill

Rebecca Grill City
Administrator/Clerk

CITY OF WEST ALLIS
RESOLUTION R-2024-0561

RESOLUTION TO APPROVE THE PRIVILEGE AGREEMENT BETWEEN THE CITY OF WEST ALLIS AND WALTER HOLTZ OF THE DECO AT 7140 W. GREENFIELD AVE. FOR USE OF A DESIGNATED PORTION OF S. 72ND ST. AS A PEDESTRIAN MALL

WHEREAS, the West Allis Common Council has designated a portion of South 72nd Street as a pedestrian mall under Wis. Stat. § 66.0905 and prohibited vehicular traffic in that pedestrian mall; and

WHEREAS, Holtz owns The Deco, which is located east of and adjacent to that pedestrian mall at 7140 West Greenfield Avenue; and

WHEREAS, the Parties desire to allow Holtz to use the pedestrian mall for private events hosted at The Deco in exchange for Holtz providing amenities to the pedestrian mall for others to use when no private events are occurring;

WHEREAS, this agreement represents the transition from Holt's tryout 1-year agreements the past 2 years into a long-term agreement;

WHEREAS, the City's 2045 Comprehensive Plan prioritizes, designing streets as places for people and not solely for transportation and 2045 plans recommends identifying excess segments of right-of-way, particularly at complex intersections, and convert into public plazas;

WHEREAS, this pedestrian plaza agreement allows for the conversion of excess right-of-way into a plaza at no cost to the City;

WHEREAS, creating a pedestrian plaza within the near the center of the City's auto centric downtown provides an opportunity to create a space where people can gather for programmed events as well as a place of refuge for pedestrians that can be used informally when it is not programmed;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Privilege Agreement between the City of West Allis, and Walter Holtz of the Deco at 7140 West Greenfield Avenue, for use of a designated a portion of South 72nd Street as a pedestrian mall, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.

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

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

SECTION 1: **ADOPTION** "R-2024-0561" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0561*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

This Privilege Agreement ("Agreement") is made as of _____, 2024, between the City of West Allis, having a mailing address of 7525 West Greenfield Avenue, West Allis, WI 53214 (the "City"), and Walter Holtz, an individual resident of Wisconsin, with a mailing address of 7140 West Greenfield Avenue, West Allis, WI 53214) ("Holtz"). The City and Holtz are collectively referred to as "Parties" and individually as "Party."

WHEREAS, the West Allis Common Council has designated a portion of South 72nd Street as a pedestrian mall under Wis. Stat. § 66.0905 and prohibited vehicular traffic in that pedestrian mall; and

WHEREAS, Holtz owns The Deco, which is located east of and adjacent to that pedestrian mall at 7140 West Greenfield Avenue; and

WHEREAS, the Parties desire to allow Holtz to use the pedestrian mall for private events hosted at The Deco in exchange for Holtz providing amenities to the pedestrian mall for others to use when no private events are occurring;

For good and valuable consideration, the parties agree to the following:

1. The term of this Agreement shall commence on June 12, 2024, and end on May 1, 2044("Term").
2. During the Term, Holtz shall provide improvements to the pedestrian mall by installing seating, tables, decorations, umbrellas and lighting ("Amenities") in a manner consistent with the diagram attached and marked as **Exhibit A**.
3. During the Term, Holtz shall maintain the pedestrian mall and all Amenities by fixing or replacing damaged or non-functioning Amenities, removing refuse, cleaning, storing or securing items that are not permanently affixed to the ground, removal of ice and snow, and keeping the space tidy and available for use by the public.
4. During the Term, Holtz shall cause barriers to be installed at the north and south ends of the pedestrian mall of a type approved by the City's engineer at the engineer's discretion.
5. Holtz may apply for an appropriate license to serve alcohol at the pedestrian mall. Holtz may only serve alcohol at the pedestrian mall to the extent authorized under an issued alcohol license.
6. During the Term, Holtz may utilize the pedestrian mall for private events that exclude the general public ("Special Event") under the following conditions:
    a. The private event is held in conjunction with an event held at The Deco.
    b. Holtz has obtained a special event permit for the date and time of the event that lists the pedestrian mall as the premises for that permit.
    c. Holtz has commercially reasonable general liability insurance coverage that extends to the pedestrian mall.
    d. The events are held on Fridays or Saturdays.
    e. The events may not start prior to 8 a.m. and must end by 10 p.m.
7. When Holtz is not utilizing the pedestrian mall for a Special Event, the pedestrian mall and all Amenities shall remain open for use by:
    a. The general public
    b. City-sponsored events, and/or
    c. The West Allis Downtown Business Improvement District

8. Damage to Property
    a. Holtz agrees that all items placed within the plaza area are there upon his own risk and if the City needs to access the site for general maintenance or emergency access that Holtz agrees that the City is not liable for any damage.
    b. The City will attempt to contact Holtz if it is in need of general maintenance and access is needed to the site. Holtz shall post contact information at multiple locations within the plaza area. Holtz shall accommodate the City's request for access which may require Mr. Holtz to move structures and may require the closure of the space until such time that maintenance and repairs have been completed. If Mr. Holtz cannot accommodate the request, within the time allowed by the City, the City may move any obstructions that interfere with necessary work. The City will restore the pavement to a condition similar to before any excavation, but will not be responsible for repairing or replacing any other structures or obstructions that were damaged in the process.

    c. Holtz agrees to allow City access to the area without prior notification.
9. Termination
    a. The City may terminate this Agreement only upon approval of the West Allis Board of Public Works and the West Allis Common Council. If the City terminates this Agreement:
        i. The City shall provide notice to Holtz that the Agreement has been terminated.
        ii. Holtz shall remove all Amenities provided by him to the pedestrian mall within 10 days after the date of notice.

b. The City may terminate this agreement if the business, The Deco, is no longer in operation.

c. Holtz may terminate this Agreement at any time. If Holtz terminates this Agreement:

        iii. Holtz shall provide notice to the City that the Agreement has been terminated.
        iv. Holtz shall remove all Amenities provided by him to the pedestrian mall within 10 days after the date of notice or else they will become property of the City.
10. The Parties acknowledge that this agreement constitutes a privilege under Wis. Stat. § 66.0425, and consequentially:
    a. Holtz assumes primary liability for damages to person or property by reason of the granting of the privilege.
    b. The provision in this Agreement constitute the conditions on the privilege imposed by the common council.
    c. Holtz is not entitled to damages for removal of Amenities, and if Holtz does not remove the Amenities upon due notice, they shall be removed at the Holtz's expense and the cost thereof shall be imposed upon The Deco as a special charge.
    d. Third parties whose rights are interfered with by the granting of a privilege have a right of action against Holtz only.

By signing below, the Parties agree to the terms above.

CITY OF WEST ALLIS

_____

Name: _____

Title: _____

Date: _____

WALTER HOLTZ

_____

Date: _____

Exhibit A



PROJECT:

DECO EXTERIOR PLAZA

7140 W. GREENFIELD WEST ALLIS, WI
ISSUED FOR PRICING/ PERMIT



GENERAL CONTRACTOR:
BY OWNER
MILWAUKEE, WISCONSIN

UTTECH
plan. design. build

UTTECH DESIGN, LLC
MADISON / MILWAUKEE, WISCONSIN
T: 414.255.4600

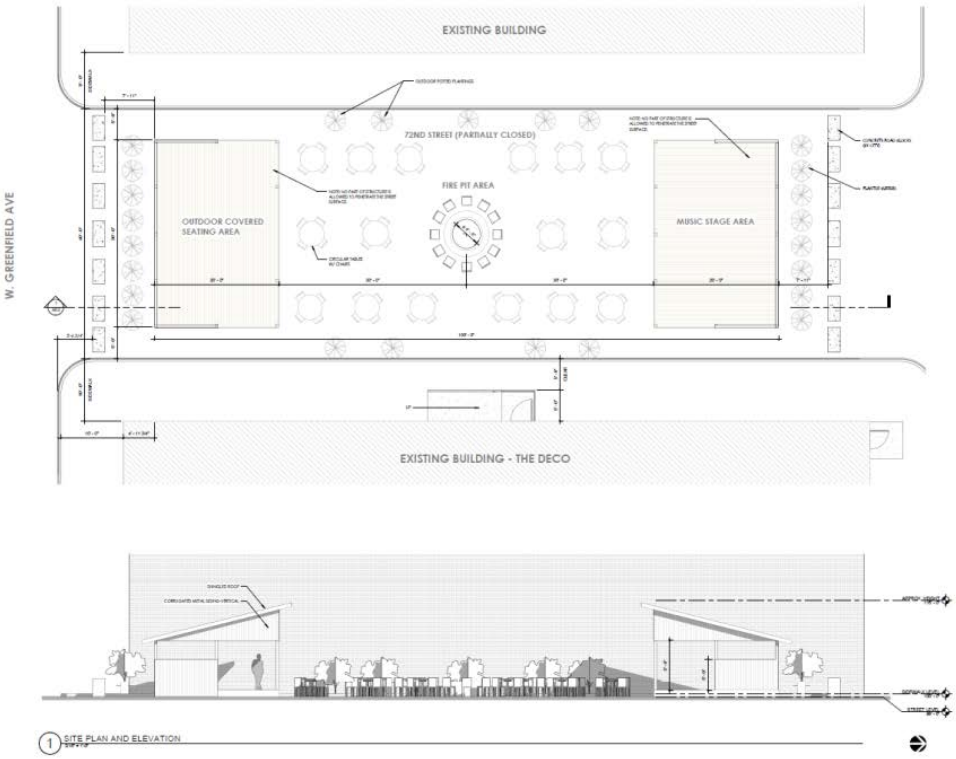
PROJECT
DECO EXTERIOR PLAZA

OWNER
Wally Holtz
7140 W. Greenfield
West Allis, Wisconsin

REVISIONS

INFORMATION
PROJECT DESIGNER: UTTECH DESIGN LLC
PROJECT MANAGER: MJU
PROJECT NUMBER: 23_1001
ISSUED FOR: PERMIT AND CONSTRUCTION
DATE: 01.12.24

SHEET
TITLE SHEET
A0.0



1 SITE PLAN AND ELEVATION

UTECH
plan. design. build
MADISON / MILWAUKEE
Tel: 414.255.4600

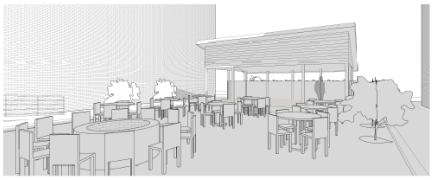
PROJECT
THE DECO EXTERIOR SPACE
7140 W. GREENFIELD
WEST ALLIS, WISCONSIN

OWNER
WALLY HOLTZ

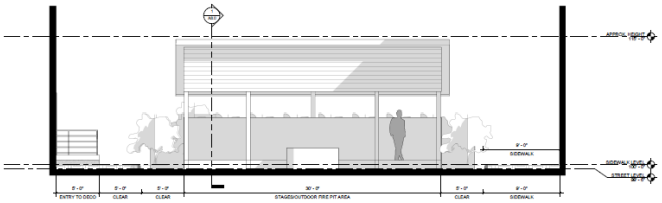
REVISIONS
NO. DESCRIPTION DATE

INFORMATION
PROJECT DESIGNER: UTECH DESIGN LLC
PROJECT MANAGER: MJU
PROJECT NUMBER: 23_1001
ISSUED FOR: PERMIT AND CONSTRUCTION
DATE: 01.12.24

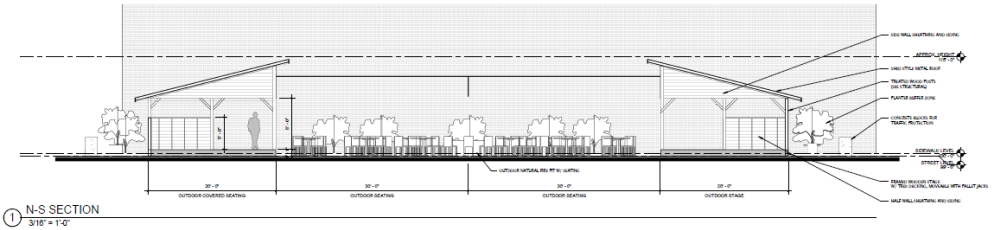
SHEET
SITE PLAN - EXTERIOR SPACE
A3.0



3 OUTDOOR BAR 3D



2 E-W SECTION
1/4" = 1'-0"



1 N-S SECTION
3/16" = 1'-0"

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

THE DECO EXTERIOR SPACE

7140 W. GREENFIELD
WEST ALLIS, WISCONSIN

OWNER

WALLY HOLTZ

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	23_1001
ISSUED FOR:	PERMIT AND CONSTRUCTION
DATE:	01.12.24

SHEET

BUILDING SECTIONS

A8.0

NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-24-30

Applicant's Full Name:
Ka Ying Moua

Agent's Full Name:
Ka Ying

License Type(s):
Class A Liquor and Beer

Legal Name:
Best Asian Market, LLC

Trade/Business Name:
Mei Hua Market

Business Address:
11066 W. National Ave.

Types of Entertainment:

Premise Description:

Alcohol will be stored:
Inside store premise - on shelves and in cartons/boxes

Alcohol will be sold/consumed:
Inside store premise

Alcohol beverage receipts location:
In file cabinet

Hours of Operation:

Sunday: 9:00 am to 8:30 pm

Monday: 9:00 am to 8:30 pm

Tuesday: 9:00 am to 8:30 pm

Wednesday: 9:00 am to 8:30 pm

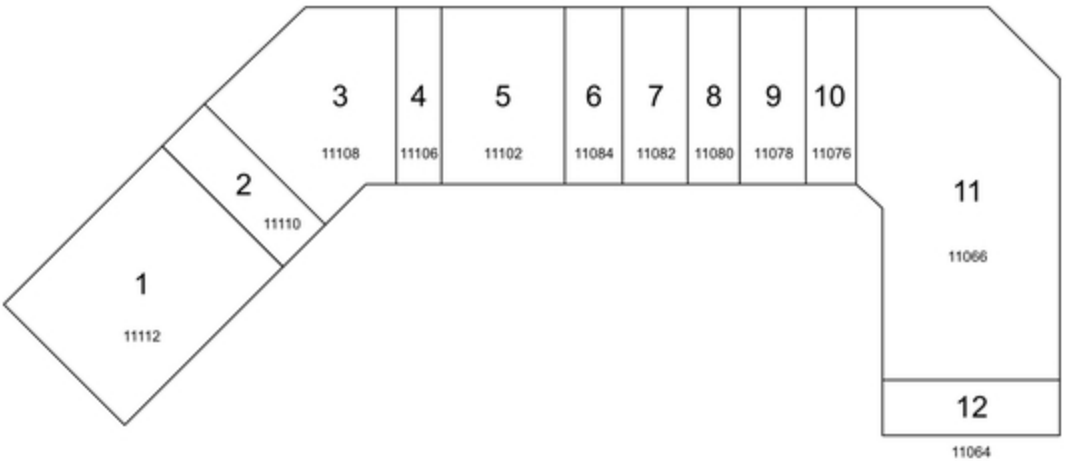
Thursday: 9:00 am to 8:30 pm

Friday: 9:00 am to 9:00 pm

Saturday: 9:00 am to 9:00 pm

Date Applied:
September 4, 2024

Legal Notice Published On:
September 13, 2024


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11112
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11108
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11106
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11102
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11084
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11080
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11076
11
11066
12
11064

A detailed floor plan must be submitted with application.

The detailed floor plan must include:

1. Area in square feet and dimensions of the licensed premises. 9160 sq ft
2. Location of all entrances and exits. North, east, and front side of building
3. Location of all bars and seating areas. none
4. Location of waiting areas, security search areas, stages, rooms, food preparation areas, etc.) grocery store market, so no waiting areas, food preparation areas, etc.
5. Locations of all public restrooms. lower east end corner the store
6. Locations of all stairs and elevators. one floor, so no stairs and elevators
7. Location of public areas and nonpublic areas in the premises. public areas - shopping walkways. Nonpublic areas - goods storage areas, employee work area
8. Location of all fire extinguishers and other safety equipment. by all exit doors - north end of store, east side of store, front entrance/exit door.
9. Location of all refuse/recycling containers inside and outside of the premises for items that are not purchased or received by the licensee. N/A - all items within the premise are purchased by the licensee.
10. North point (the north side of the premises). parking spaces and trash/recycling containers
11. Date. September 4, 2024
12. Business Address. 11066 W. National Ave, West Allis, WI 53227
13. Name of Applicant. Ka Ying Moua

City Clerk
clerk@westalliswi.gov

September 6, 2024

Ka Ying Moua
11066 W National Ave
West allis, WI 53227

RE: Class A Liquor and Beer License Application Review for Mei Hua Market at 11066 W. National Ave.

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: October 1, 2024

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

Room Locations:

Room 128: Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.
Art Gallery: Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.

Committee Recommendation:
When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

Common Council Decision:

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

This is the typical process and may vary from time to time if there are extenuating circumstances.

If you have any questions, email clerk@westalliswi.gov.

Non-Discrimination Policy: *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.*

NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-24-31

Applicant's Full Name:
Russell Miller

Agent's Full Name:
Russell

License Type(s):
Class B Beer

Legal Name:

Trade/Business Name:
St. Barnabas Congregation (St. Augustine Site)

Business Address:
6753 W. Rogers Street

Types of Entertainment:

Premise Description:

Alcohol will be stored:
In the cafeteria

Alcohol will be sold/consumed:
In the cafeteria and gym

Alcohol beverage receipts location:
At the bar area, filed on site

Hours of Operation:

Sunday: CLOSED

Monday: CLOSED

Tuesday: CLOSED

Wednesday: 4pm-7pm

Thursday: CLOSED

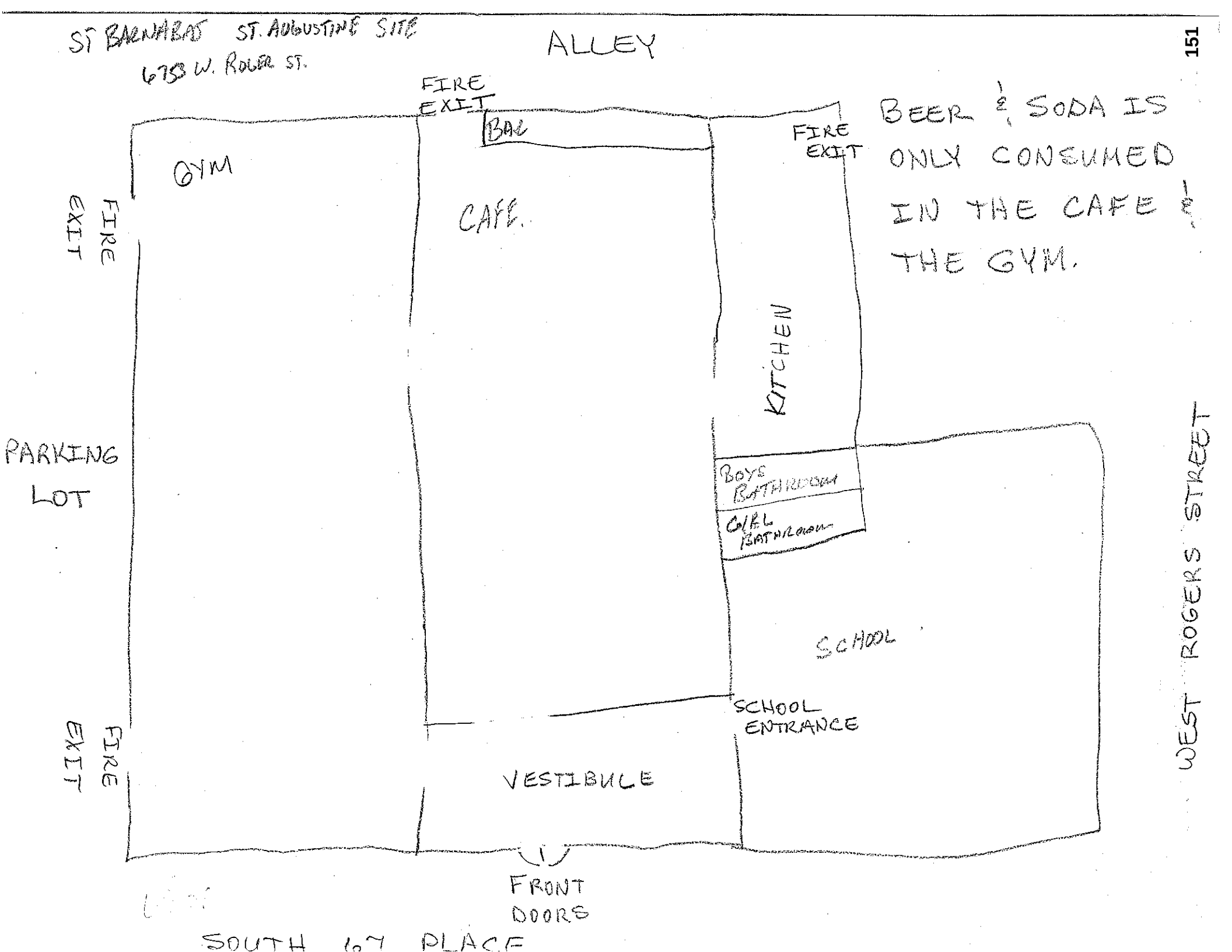
Friday: 4pm-7pm

Saturday: CLOSED

Date Applied:
September 6, 2024

Legal Notice Published On:
September 18, 2024

ST BARNABAS ST. AUGUSTINE SITE
6753 W. ROGER ST.



City Clerk
clerk@westalliswi.gov

September 23, 2024

Russell Miller
2450 S. 59th Street
West Allis, WI 53219

RE: Class B Beer License Application Review for St. Barnabas Congregation (St. Augustine Site) at 6753 W. Rogers Street

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: October 1, 2024

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

Room Locations:

Room 128: Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.
Art Gallery: Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.

Committee Recommendation:
When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

Common Council Decision:

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

This is the typical process and may vary from time to time if there are extenuating circumstances.

If you have any questions, email clerk@westalliswi.gov.

Non-Discrimination Policy: *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.*

CITY OF WEST ALLIS
RESOLUTION R-2024-0549

RESOLUTION TO APPROVE THE YEAR 2025 OPERATING PLAN FOR THE DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT AND TO ADOPT THE SPECIAL ASSESSMENT METHOD AS STATED THEREIN

WHEREAS, the Board of the Downtown West Allis Business Improvement District ("BID") has submitted to the Common Council for approval, the Year 2025 Operating Plan ("Plan") for the BID and a schedule of the special assessments proposed to be levied under the plan ("Schedule"), copies of which are attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby declares its intention to approve the Plan for the BID and to exercise its police powers under Secs. 66.0703 and 66.1109 of the Wisconsin Statutes, to levy special assessments upon each nonresidential property that is not used exclusively for manufacturing purposes, as provided in such Plan.

BE IT FURTHER RESOLVED that the properties against which the assessments are proposed, are benefited and the total amount to be assessed against each property shall be as provided in the Schedule.

BE IT FURTHER RESOLVED that the special assessments proposed to be levied under the Plan shall be placed upon the tax roll and collected against the property as provided by law.

BE IT FURTHER RESOLVED that a copy of the Plan and Schedule for the BID be filed in the Office of the City Clerk and made available for public inspection and that the City Clerk cause notice to be given for a hearing to be conducted by the Common Council in accordance with the provisions of Sec. 66.0703(7)(a) of the Wisconsin Statutes.

SECTION 1: **ADOPTION** "R-2024-0549" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2024-0549 (Non-existent)

AFTER ADOPTION

R-2024-0549*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

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DOWNTOWN West Allis BID

2024 Annual Report
2025 Operating Plan

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

BUSINESS PLAN OF DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT (DWABID)

This document forms the business plan of
Downtown West Allis Business Improvement District, managed by Downtown West Allis, Inc.

It will be used to document operations that show that our downtown is the hub that connects retail and service businesses with events, entertainment and residential opportunities. It is vibrant and progressive – serving visitors and community members who live, work, shop and play here.

A Main Street Community since 2001







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DOWNTOWN West Allis BID

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Downtown West Allis Business Improvement District Boundaries

The geographic boundaries of the Downtown West Allis Business Improvement District (*DWABID*) are West Greenfield Avenue between 70th and 76th Streets. For the most part, it extends to the alleyways of the buildings on the north side of Greenfield Avenue and the alleyways of the buildings on the south side of Greenfield Avenue. The exception is 70th Street where our boundaries extend north to Madison Street and south to Orchard Street. This area contains a large number of single and multi-story buildings. Most of the properties are in excess of 60 years old, with many over 80 years old. The *DWABID* is home to approximately 90 small and diverse retail/service businesses.



- **Downtown West Allis, Inc. (DWA, Inc.)** is a Wisconsin non-stock non-profit corporation holding tax exempt charitable status under IRS 501 (c) 3.
- DWA, Inc. is an active Wisconsin Business Improvement District (BID) under Wisconsin stats. Chapter 66.1109.
- DWA, Inc. is a designated Wisconsin Main Street organization in good standing and has been accredited by National Main Street.

Mission Statement: "To build a positive image that encourages customer growth and welcomes community involvement."

Vision Statement: We envision a Downtown West Allis that

- Is a gathering place for families, neighbors, and visitors to enjoy hometown hospitality and West Allis pride through family activities and events.
- Enhances the quality of life for residents and visitors alike by offering safe, inviting and pedestrian-friendly streets.
- Is conducive to business enterprises, employment opportunities and stores that offer special and distinctive merchandise and services with a personal touch that creates a pleasant shopping experience.

Our vision is achieved and maintained through a strong public-private partnership among local government, businesses, educational institutions, non-profit community based organizations, and the residents of West Allis. This partnership is devoted to constantly working together to make Downtown West Allis an attraction, an asset, and a success as both a business district and a thriving neighborhood.

DOWNTOWN West Allis BID

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Downtown West Allis
A Designated Main Street Community

Downtown West Allis has been designated as an accredited Main Street America™ program for meeting rigorous performance standards set by the National Main Street Center. Each year, the National Main Street Center and its Coordinating Program partners announce the list of accredited Main Street America programs in recognition of their exemplary commitment to preservation-based economic development and community revitalization through the Main Street Approach®.

The organization's performance is evaluated annually by Wisconsin Main Street, which works in partnership with the National Main Street Center to identify the local programs that meet ten performance standards. Evaluation criteria determines the communities that are building comprehensive and sustainable revitalization efforts and include standards such as fostering strong public-private partnerships, securing an operating budget, tracking programmatic progress and actively preserving historic buildings.

2024 DWABID and DWA, Inc. Board of Directors **Name-Title-Address**	
Alex Geiger – DWABID President Model Empire (7116 W. Greenfield Ave)	Don Falk - DWABID Vice-President B & K Bar Supplies (7100 W. Greenfield Ave)
Douglas Persich - DWA, Inc. President	Tom Miller - DWA, Inc. Vice-President Steakhouse 100 (7244 W. Greenfield Ave)
Barbara Jones - DWABID Treasurer Peoples State Bank (10725 W. National Ave)	Timothy Klare - DWA, Inc. Treasurer
Gloria Hawkins - DWABID & DWA, Inc. Secretary Hawkins Clock Center (7301 W. Greenfield Ave)	Robyn Krimke Citizen (2234 S. 79th Street)
Joel Potter Old National Bank (7401 W. Greenfield Ave)	Amy Craig Amy Renee's Kreation (7219 W. Greenfield Ave)
Ali Acevedo All Goods (1411 S. 72nd Street)	Ian Heilmann WI State Fair Park (640 S. 84th Street)
Carson Coffield - Ex Officio City of West Allis (7525 W. Greenfield Ave)	Patrick Schloss – Ex Officio City of West Allis (7525 W. Greenfield Ave)





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DWABID / DWA, Inc

2024 Annual Report 2025 Operating Plan

ECONOMIC RESTRUCTURING
DOWNTOWN WEST ALLIS INC.

Goal: Grow Economic Mix and Vitality: Expand business mix to include a greater variety of businesses, including destination businesses and entertainment attractions.

The Economic Development Committee will focus on the following 2022-2026 goals:

- Work with Downtown West Allis property owners in **recruiting businesses** to fill vacancies.
- Work with the City of West Allis regarding **façade improvements.**
- Utilize **Main Street's** assistance in developing programs to strengthen small businesses through Shop Local and Small Business Saturday campaigns.



In 2024, we welcomed the following businesses to our Downtown:

- Talia's Event Venue
- Basia Rose Designs: Custom Designs & Alterations

Currently we have a 2% vacancy rate, but in 2025 we will:

- Work with property owners on getting our few vacancies filled with a good business mix.
- Promote in-store sales events.
- Conduct a survey of business owners to initiate a strategic plan for the year.

PROMOTION
DOWNTOWN WEST ALLIS INC.

Goal: Improve and Define Downtown/West Allis Image: Use the West Allis Downtown brand to showcase the individuality of our businesses and their contributions to the West Allis community.

The Promotions Committee will focus on the following 2022-2026 Goals:

- Maintain our **annual events**: West Allis Ala Carte, West Allis Winter Week, Classic Car Show, Halloween Hunt, Crawls and Shop Local.
- Helping other organizations/businesses raise awareness through smaller monthly events.

The following events took place from October 2023 thru August 2024:

- 32nd Annual Classic Car Show
- Halloween Hunt
- Shop Small Saturday
- West Allis Winter Week/Soup Crawl
- Old Fashioned Tours
- 15th Annual West Allis A la Carte
- Say Cheese! Food Crawl



- In 2025 we will:
  - Continue to host the above events or plan new similar to take their place.
  - Add an additional Soup Crawl in the Fall (public art funding)





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ORGANIZATION
DOWNTOWN WEST ALLIS INC.

Goal: Expand outreach to residents, schools, and community partners: Create a multi-media campaign to highlight businesses and expand joint marketing activities among business within and outside of the downtown.

The Marketing Committee will focus on the following 2022-2026 Goals:

- Increase **volunteer participation** and encourage community support through neighborhood associations and other community organizations.
- Update the web page to keep the **events** current. We will continue working on branding our area.
- Continue to **reach out to the community** through DWA-Inc. Facebook and Twitter.
- **Advertising Assistance.** We will offer financial assistance to business owners for their promotion and marketing projects.

In 2024, we:

- Welcomed the following businesses to our Friends of West Allis Downtown program:
  - Riviera Lanes, Mr. Coco's and American Legion #120
- Hosted two separate "Coffee With Friends." The topics this year were "Preparing for West Allis A la Carte" and "Domestic Abuse Awareness for businesses."
- Hosted our first Volunteer Recognition Event, awarding two outstanding individuals.
- Continued a working relationship with the following:
  - 102.9 The Hog & 100.3 The Oldies
  - WI State Fair organization
  - Key Milwaukee
  - Travel Wisconsin
- Continued to help businesses with their Facebook ads, Instagram and Twitter, drawing more attention to the Downtown.
- Promoted Downtown West Allis merchandise via Facebook and Redbubble.



In 2025 we will:

- Look to grow by meeting with other businesses and organizations within the area.
- Continue hosting "Coffee with Friends." Each session will be an opportunity to network with other businesses while discussing a specific topic.
- Continue to work with the City's Community Engagement Dept. by collaborating on ideas and marketing each others' events.
- Continue to offer the Advertising Assistance Grant Program to district businesses to offset their advertising costs.
- Continue to recognize and support our volunteers and sponsors.





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DESIGN
DOWNTOWN WEST ALLIS INC.

Goal: Aesthetics & Physical Function of Greenfield Avenue: Optimize physical design of street and public spaces to encourage safe and effective circulation of traffic, bikes, pedestrians, and accommodate community space and outdoor dining.

The Design committee will focus on the following 2022-2026 Goals:
- Maintain Brick Flower Planters, Park Benches, Sound System and Security Cameras.
- Maintain Sidewalks through Snow Removal and Cleanup.
- Provide Signage Assistance to Downtown West Allis businesses.

In 2024, we:
- Artscape Sub-Committee accomplished the following:
  - Added unique artwork to Eden Garden & Pets stairway.
  - Added 3-D mural to Cream City Clay building.
- Continued to provide snow shoveling in our crosswalks and around our fire hydrants.
- Continued to work with the City of West Allis BINS Dept. on signage code violations.
- Completed Security Camera Grant Program for 8 business/ property owners to help fund security cameras that will capture movements within our Downtown boundaries.



In 2025 we will:
- Continue to help fund signage for Downtown businesses.
- Maintain the brick planters in our Downtown by adding native plants.
- Support an "Art Sub-Committee" that will continue to focus on implementing public art in our Downtown. Proposed projects include:
  - "Hidden Art Gallery."
  - Alley murals.
  - Refurbishing two park benches.
- Seek funding to continue the Security Camera Grant Program for our business owners through CDBG.
- Form Streetscape Sub-Committee focusing on:
  - 5-year strategic plan for Greenfield Avenue road construction that will include:
    - Funding for businesses to get through this hectic time.
    - Plan for arch/banner across Greenfield Avenue.
    - Hard-wire sound system that will be used year-round.
    - Support a placemaking area in our downtown for social gathering.



Administrative Committee Objectives

The Administrative Committee will focus on the following 2022-2026 Goals:
- Continue to **employ** a full-time Executive Director, part-time office manager and part-time street cleaner.
- Maintain **partnerships** with the City of West Allis, West Allis Police, Fire, Health, Communications, Tourism, Historical Society and Public Works Departments.
- Continue to maintain and improve the **WestAllisDowntown.com website, The Downtowner Newsletter, Instagram** and **Facebook** accounts.

{ ALWAYS GROWING
FOREVER ORIGINAL }

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Summary

- With a proposed total budget of $146,600.00 we request a special assessment of $129,600.00.
- Assessment shall be Five & 7431/10000 DOLLARS ($5.7431) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.
- The Executive Director, Program Assistant and one street cleaner are employees of the Business Improvement District. Our office allows these individuals to carry out the day to day activities supporting the organization. We have a meeting room for our Board and Committee members and their subcommittees giving them access to a professional working atmosphere.
- Our Board and Committee members are volunteers within this organization. Each volunteer gives freely of their time and expertise. The Board of Directors votes for a President, Vice-President, Secretary and Treasurer at our October meeting. All members of the Downtown West Allis Business Improvement District are welcome and encouraged via the newsletter and in discussion with the Executive Director and Board Members to attend meetings.
- The Downtown West Allis Business Improvement District is a quasi-governmental, not-for profit, community coalition dedicated to an economically strong, safe, attractive and exciting downtown. Through our four major promotional events we seek to strengthen the retail, cultural, educational and residential life of the city center. Leadership is energized by using human and financial resources, from both within our downtown neighborhood and the greater community.

Assessment Method

Financing Method

The proposed expenditures contained in the *2025 Downtown West Allis BID Approved Budget* included in the Operating Plan, will be financed from funds collected from the BID special assessment. It is estimated that $129,600.00 will be raised through special assessments. Any other funds, which may be made available to the BID for the purposes contained herein, shall be collected and expended as identified in the *2025 Downtown West Allis BID Approved Budget*.

Method of Assessment

All tax parcels within the Downtown West Allis Business Improvement District boundaries required to pay real estate taxes, as well as real property used exclusively for manufacturing purposes, will be assessed. Real property used exclusively for residential purposes may not be assessed, as prescribed by the BID law. Property exempt from paying real estate taxes or owned by government agencies will not be assessed.

Allocation of Assessments

Special assessments under this 2025 Operating Plan are hereby levied against each tax parcel property within the District that has a separate Parcel Identification Number. The assessment is based on the assessed value of the parcels (land and improvements) as shown in the record of the City Assessor's office on January 1, 2025 except as otherwise identified. Assessment shall be Five & 7431/10000 DOLLARS ($5.7431) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.

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Assessment Collection

- The City of West Allis shall include the special assessment levied herein as a separate line on the real estate tax bill for each parcel. The City shall collect such assessment with the taxes as a special charge, and in the same manner as such taxes, and shall turn over all monies so collected to the BID Board for distribution in accordance with the BID Operating Plan by February 28, 2025.
- The BID Board shall prepare and make available to the public and the City's Council annual reports describing the current status of the BID, including expenditures and revenues, at the time it submits its amended Operating Plan to the City for the following Operating Plan year.
- The presentation of this proposed Operating Plan to the City shall be deemed a standing order of the Board under Wis. Stat. sec. 66.1109(4) to disburse the BID assessments in the manner provided herein.
- This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method or accounting method. Disbursements made under this Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

Downtown West Allis Business Improvement District
Managed by: Downtown West Allis, Inc.
West Allis, WI
2025 Approved Budget

	2025 Budget	% of Budget		2025 Budget	% of Budget
PROFESSIONAL SERVICES			**DESIGN**		
Ex. Director Wages	$ 56,500.00	38.540%	**Beautification & Safety**		
Program Asst. Wages	$ 28,000.00	19.100%	Maintenance (Sound, planters & cameras)	$ 7,000.00	4.775%
Payroll Expenses	$ 6,500.00	4.434%	Snow Removal	$ 12,000.00	8.186%
Administrative Support	$ 200.00	0.136%	Street Cleaning	$ 5,500.00	3.752%
Professional Incentives	$ 4,000.00	2.729%	Artscape	$ 1,000.00	0.682%
Professional Services (Accountant, Lawyer, Audit)	$ 2,600.00	1.774%			
Education & Travel (Main Street Program)	$ 1,000.00	0.682%			
TOTAL PROFESSIONAL SERVICES	**$ 98,800.00**	67.394%	**TOTAL DESIGN**	**$ 25,500.00**	17.394%
SUPPORTING SERVICES			**ECONOMIC DEVELOPMENT/ORGANIZATIONAL**		
Office Supplies, Postage, Printing, Copier	$ 3,000.00	2.046%	Newsletter & Marketing	$ 3,600.00	2.456%
Dues, Subscriptions & Memberships	$ 300.00	0.205%	Recruitment (Crime prevention, luncheon)	$ 1,000.00	0.682%
Telephone, Internet, Hosting & email support	$ 2,000.00	1.364%	**TOTAL ECONOMIC DEV./ORGANIZATIONAL**	**$ 4,600.00**	3.138%
Rent - BID Office	$ 6,600.00	4.502%			
Insurance	$ 3,500.00	2.387%	**GRANT PROGRAMS**		
BOD Misc. Expenses	$ 300.00	0.205%	AAGP (Advertising Assistance Grant)	$ 2,000.00	1.364%
TOTAL SUPPORTING SERVICES	**$ 15,700.00**	10.709%	**TOTAL ASSISTANCE PROGRAMS**	**$ 2,000.00**	1.364%
			Total Expenses	**$ 146,600.00**	
Motion made by Tim Klare; seconded by Don Falk; motion passed to accept this budget (8/7/2024 Exective Board Meeting)			**ASSESSED VALUE FOR 2025**	**$ 22,566,400.00**	
Motion by Robyn Krimke; seconded by Gloria Hawkins; motion passed to accept this budget for 2025 (8/28/24 Downtown West Business Imrpovement District Board meeting)			**PROPOSED SPECIAL ASSESSMENT LEVY**	**$ 129,600.00**	**88.404%**
			Additonal Income:		
			**DWA, Inc.	**$ 17,000.00**	11.596%
			Total Income	**$ 146,600.00**	100.000%
			ASSESSMENT PER $1,000 OF ASSESSED	**$ 5.7431**	

Downtown West Allis Business Improvement District

2025 Time Table for Planned Expenditures

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Professional Services	$ 10,566.66	$ 7,566.68	$ 7,816.66	$ 7,566.68	$ 7,566.66	$ 9,816.68	$ 7,566.66	$ 7,566.68	$ 7,816.66	$ 7,566.66	$ 7,566.66	$ 9,816.66	$ 98,800.00
Executive Directors Salary	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.33	$ 4,708.33	$ 4,708.33	$ 56,500.00
Program Assistant's Salary	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.33	$ 2,333.33	$ 2,333.33	$ 28,000.00
Professional Incentives	$ -	$ -		$ -	$ -	$ 2,000.00	$ -	$ -		$ -	$ -	$ 2,000.00	$ 4,000.00
Administrative Support/Payroll Expenses	$ 925.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 6,700.00
Professional Services	$ 2,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,600.00
Education & Travel	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ 1,000.00
Supporting Services	$ 2,410.00	$ 425.00	$ 485.00	$ 520.00	$ 410.00	$ 3,800.00	$ 1,910.00	$ 525.00	$ 485.00	$ 520.00	$ 410.00	$ 3,800.00	$ 15,700.00
Office Supplies, postage, printing & copier	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 3,000.00
Dues, Subscriptions & Membership	$ -	$ -	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00	$ -	$ -	$ 300.00
Telephone, Internet, hosting & email support	$ 160.00	$ 175.00	$ 160.00	$ 170.00	$ 160.00	$ 175.00	$ 160.00	$ 175.00	$ 160.00	$ 170.00	$ 160.00	$ 175.00	$ 2,000.00
Rent	$ -	$ -	$ -	$ -	$ -	$ 3,300.00	$ -	$ -	$ -	$ -	$ -	$ 3,300.00	$ 6,600.00
Insurance	$ 2,000.00						$ 1,500.00						$ 3,500.00
BOD Misc. Expense			$ 75.00			$ 75.00			$ 75.00			$ 75.00	$ 300.00
Design Committee	$ 3,050.00	$ 3,050.00	$ 3,300.00	$ 1,050.00	$ 1,100.00	$ 1,300.00	$ 1,050.00	$ 1,250.00	$ 1,000.00	$ 3,300.00	$ 3,050.00	$ 3,000.00	$ 25,500.00
Sound System, brick planters, maintenance	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 550.00	$ 600.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 550.00	$ 7,000.00
Snow Removal	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 12,000.00
Art Scape			$ 250.00			$ 250.00		$ 250.00		$ 250.00			$ 1,000.00
Street Cleaning	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 5,500.00
ED and Organizational Committee	$ 300.00	$ 300.00	$ 900.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 4,600.00
Newsletter & Marketing	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 3,600.00
Recruitment Materials	$ -	$ -	$ 600.00	$ -	$ 100.00		$ 100.00	$ -	$ 100.00	$ -	$ 100.00		$ 1,000.00
Assistance Programs	$ -	$ 200.00	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 100.00	$ 2,000.00
Advertising Assistance (AAGP)	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 100.00	$ 2,000.00
Siganage Assistance (n/a)													$ -
	$ 16,326.66	$ 11,541.68	$ 12,601.66	$ 9,636.68	$ 9,576.66	$ 15,416.68	$ 11,126.66	$ 9,841.68	$ 9,901.66	$ 11,886.66	$ 11,626.66	$ 17,016.66	$146,600.00

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Kind, Number and Location of Expenditures Summary

In 2025, the Business Improvement District will work on the implementation of the projects presented earlier in this report. All activities/projects will take place within the boundaries of the Downtown West Allis as stated on page 3 of this report.

In addition to the regular activities that provide a clean, safe and vibrant area, the BID must provide support to the businesses. With recent new business additions, there has been a focus on signage, marketing needs as well as streetscape. The BID will, once again, offer both signage, security cameras, and marketing grants to our business owners and will increase the number projects of public art in our Downtown.

Execution of and continued development of forward strategy to:

- Be a collective voice in planning, policy and communications.
- Work with City Administration and Elected Officials to identify and prioritize capital projects.
- Advocate for inclusion in future City capital budgets.
- Foster relationships with elected officials and City Staff to maintain focus on capital improvement plans and encourage open dialogue between all entities.
- Work with City Traffic Engineering Department on vehicle and pedestrian traffic flow as well as Lime Scooters and Bublr Bikes.
- Meet with business and property owners on a regular basis to assess impact, provide information, and seek feedback.
- Create and distribute regular and timely communication with information about the district and local businesses.

Our DWABID Board of Directors is comprised of 12 members representing the following interests:

- 7 DWABID Business Owners/Occupants
- 3 West Allis Business Employees/Employers
- 2 Persons-At-Large (Wisconsin resident)
- 2 City of West Allis Representative (Ex-Officio)

In addition, it is recommended that the DWBID board be structured and operate as follows:

- *Board size* – minimum of five
- *Composition* – At least 60% shall be owners or occupants of property within the district. The board shall elect its Chairperson from among its members.
- *Term* – Appointments to the board shall be for a period of three years.
- *Compensation* – None
- *Meetings* – All meetings of the board shall be governed by the Wisconsin Open Meetings Law and held periodically.
- *Record Keeping* – Files and records of the board's affairs shall be kept pursuant to public record requirements.
- *Staffing* – The board will staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
- *Relationship* – The DWABID shall be a separate entity from any association or organization, notwithstanding the fact that members, officers and directors of each may be shared. Downtown West Allis, Inc. shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. Downtown West Allis, Inc. has contracted with the DWABID to provide services to the DWABID, in accordance with this Plan.
- *Responsibilities* - Implement the Operating Plan, annually consider and make changes to the Operating Plan and Submit the Operating Plan to the Common Council for approval.

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City Role

The City of West Allis is committed to helping private property owners in the District promote its development. To this end, the City intends to play a significant role in the creation of the Business Improvement District and in implementation of the Operating Plan. In particular, the City will:

- Encourage the County and State governments to support the activities of the District.
- Monitor and, when appropriate, apply for outside funds that could be used in support of the District.
- Collect assessments, maintain the funds, and disburse the funds of the District to the BID along with an identification of those BID assessments included in the disbursement.
- Provide the BID Board through the Assessor's Office on or before September 1 of each Operating Plan year with the official City records on assessed value for each Parcel Identification Number within the District, as of that date in each plan year, for purposes of calculating the BID assessments.
- Adopt this Operating Plan in the manner required by Wis. Stat. sec. 66.1109.

Required Statements

- The Business Improvement District law requires the Operating Plan to include several specific statements:
  - Wis. Stat. sec. 66.1109(1)(f)1m: The District will contain property used exclusively for manufacturing purpose, as well as properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed that they will benefit from development in the District. *(See page 8, Summary - 2nd bullet point)*
  - Wis. Stat. sec. 66.1109(5)(a): Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed.

Severability and Expansion

- This BID has been created under authority of Wis. Stat. sec. 66.1109.
- Should any court find any portion of the BID law or this Operating Plan invalid or unconstitutional, said decision will not invalidate or terminate the BID and this BID Operating Plan should be amended to conform to the law without the need to reestablish the Operating Plan.
- Should the State amend the statute to narrow or broaden the purposes of a Business Improvement District so as to, among other things, exclude or include as assessable properties of a certain class or classes of properties, then this BID Operating Plan may be amended by the Common Council of the City of West Allis as and when it conducts its annual budget approval without necessity to undertake any other act.
- All of the above is specifically authorized by Wis. Stat. sec. 66.1109(3) (b).
- If it is determined by a court or administrative body that a parcel of property not subject to general real estate taxes may not be included within the District, then such parcels shall be excluded from the definition of the District.

Legal Option

I hereby certify that the 2025 Operating Plan for the *Downtown West Allis Business Improvement District* is complete and complies with Section 66.1109(1) (f) of the Wisconsin Statutes.

Kail Decker	DocuSigned by: D4E70EA874634AB...	9/19/2024
Please Print	Signature	Date

Kail Decker
City Attorney
City of West Allis

Schedule of Assessments for Downtown West Allis Business Improvement District								
			BID Assessment for 2024					
No.	TAX KEY NO.	PROPERTY ADDRESS	2023 Real Estate Assessment Roll	2024 Real Estate Assessment Roll	AMT. Inc/dec over 2023	%	BID ASSESSMENT RATE FOR 2025	BID ASSESSMENT FY 2025
1	440-0235-004	7000 W. Greenfield	$2,056,100.00	$1,950,100.00	($106,000)	-5.9%	$0.005743	$11,199.62
2	440-0235-003	13** S. 70 St.	$89,400.00	$121,400.00	$32,000	30.2%	$0.005743	$697.21
2	440-0231-000	7028-36 W. Greenfield	$253,800.00	$422,500.00	$168,700	73.8%	$0.005743	$2,426.46
3	440-0230-000	7038-42 W. Greenfield	$188,000.00	$279,800.00	$91,800	52.9%	$0.005743	$1,606.92
4	440-0229-000	7044-46 W. Greenfield	$267,300.00	$340,400.00	$73,100	28.3%	$0.005743	$1,954.95
5	440-0314-000	7100-10 W. Greenfield Ave	$387,000.00	$368,600.00	($18,400)	-3.9%	$0.005743	$2,116.91
6	440-0313-000	7116-18 W. Greenfield	$321,700.00	$214,300.00	($107,400)	-34.5%	$0.005743	$1,230.75
7	440-0312-000	7130 W. Greenfield	$384,300.00	$367,900.00	($16,400)	-5.3%	$0.005743	$2,112.89
8	440-0311-000	7136 W. Greenfield	$125,600.00	$176,300.00	$50,700	36.3%	$0.005743	$1,012.51
9	440-0310-000	7140-44 W. Greenfield	$198,000.00	$1,171,800.00	$973,800	259.3%	$0.005743	$6,729.76
10	440-0350-000	7200 W. Greenfield 1375 S. 72nd	$513,800.00	$743,000.00	$229,200	31.4%	$0.005743	$4,267.12
11	440-0349-000	7210 W. Greenfield	$306,600.00	$333,700.00	$27,100	6.6%	$0.005743	$1,916.47
12	440-0348-000	7218 W. Greenfield	$168,600.00	$176,700.00	$8,100	4.3%	$0.005743	$1,014.81
13	440-0347-000	7224-26 W. Greenfield	$336,300.00	$322,600.00	($13,700)	-4.2%	$0.005743	$1,852.72
14	440-0346-000	7232-36 W. Greenfield	$273,000.00	$394,800.00	$121,800	56.6%	$0.005743	$2,267.38
15	440-0345-001	7240-46 W. Greenfield	$551,800.00	$543,200.00	($8,600)	-1.5%	$0.005743	$3,119.65
16		7244-6 W. Greenfield 1370-4 S. 73rd						
17	440-0383-000	7300 W. Greenfield	$257,600.00	$246,500.00	($11,100)	-2.8%	$0.005743	$1,415.67
18	440-0382-000	7308-12 W. Greenfield	$132,700.00	$141,600.00	$8,900	4.6%	$0.005743	$813.22
19	440-0381-000	7316 W. Greenfield	$188,700.00	$181,100.00	($7,600)	-5.4%	$0.005743	$1,040.08
20	440-0380-000	7326-28 W. Greenfield	$598,900.00	$609,000.00	$10,100	2.3%	$0.005743	$3,497.55
21	440-0379-000	7334-36 W. Greenfield	$241,100.00	$202,900.00	($38,200)	-18.8%	$0.005743	$1,165.27
22	440-0378-000	7338-46 W. Greenfield	$261,300.00	$218,900.00	($42,400)	-15.1%	$0.005743	$1,257.16
23	440-0377-000	1370 S. 74th	$225,800.00	$166,500.00	($59,300)	-27.7%	$0.005743	$956.23
24	440-9003-000	7412 W. Greenfield	$507,300.00	$578,700.00	$71,400	43.3%	$0.005743	$3,323.53
25	440-9004-000	7420 W. Greenfield	$201,100.00	$201,000.00	($100)	-0.1%	$0.005743	$1,154.36
26	440-0446-000	7500-04 W. Greenfield & 1375 S. 75th	$135,500.00	$230,900.00	$95,400	65.6%	$0.005743	$1,326.08
27	440-0445-000	7506-08 W. Greenfield	$103,700.00	$178,200.00	$74,500	69.0%	$0.005743	$1,023.42
28	440-0443-001	7520-24 W. Greenfield	$396,600.00	$394,100.00	($2,500)	-0.7%	$0.005743	$2,263.36
29	440-0442-000	7546 W. Greenfield	$405,800.00	$398,800.00	($7,000)	-2.1%	$0.005743	$2,290.35
30	453-0035-001	7001 W. Greenfield	$157,200.00	$148,900.00	($8,300)	-3.2%	$0.005743	$855.15
31	453-0037-000	7017 W. Greenfield	$132,100.00	$95,900.00	($36,200)	-16.6%	$0.005743	$550.76
32	453-0038-000	7023-31 W. Greenfield	$282,100.00	$406,500.00	$124,400	48.7%	$0.005743	$2,334.57
33	453-0039-000	7035-37 W. Greenfield	$187,000.00	$266,500.00	$79,500	52.3%	$0.005743	$1,530.54
34	453-0040-000	7041-45 W. Greenfield	$446,100.00	$374,700.00	($71,400)	-18.5%	$0.005743	$2,151.94
35	453-0059-000	7101-05 W. Greenfield	$371,400.00	$379,100.00	$7,700	2.3%	$0.005743	$2,177.21
36	453-0060-000	7111-13 W. Greenfield	$228,100.00	$242,700.00	$14,600	9.1%	$0.005743	$1,393.85
37	453-0061-000	7117-23 W. Greenfield	$289,000.00	$449,500.00	$160,500	53.6%	$0.005743	$2,581.52
38	453-0062-000	7125-37 W. Greenfield	$306,900.00	$296,200.00	($10,700)	-3.3%	$0.005743	$1,701.11

			BID Assessment for 2024					
No.	TAX KEY NO.	PROPERTY ADDRESS	2023 Real Estate Assessment Roll	2024 Real Estate Assessment Roll	AMT. Inc/dec over 2023	%	BID ASSESSMENT RATE FOR 2025	BID ASSESSMENT FY 2025
39	453-0063-000	7139-49 W. Greenfield & 1410-12 S. 72nd	***$495,600.00***	***$804,200.00***	$308,600	80.3%	$0.005743	$4,618.60
40	453-0088-000	7201-07 W. Greenfield	***$451,600.00***	***$352,800.00***	($98,800)	-29.7%	$0.005743	$2,026.17
41	453-0089-000	7211-13 W. Greenfield	***$263,700.00***	***$321,000.00***	$57,300	24.2%	$0.005743	$1,843.54
42	453-0090-000	7217-19 W. Greenfield	***$122,300.00***	***$163,100.00***	$40,800	37.4%	$0.005743	$936.70
43	453-0091-000	7223 W. Greenfield	***$192,100.00***	***$185,400.00***	($6,700)	-4.7%	$0.005743	$1,064.77
44	453-0092-000	7227-35 W. Greenfield	***$278,800.00***	***$419,600.00***	$140,800	49.9%	$0.005743	$2,409.80
45	453-0093-000	7239-49 W. Greenfield	***$343,000.00***	***$321,200.00***	($21,800)	-6.7%	$0.005743	$1,844.68
46	453-0115-000	7301 W. Greenfield & 1407-11 S. 73rd	***$321,100.00***	***$304,800.00***	($16,300)	-5.5%	$0.005743	$1,750.50
47	453-0116-000	7311-13-15 W. Greenfield	***$246,800.00***	***$354,000.00***	$107,200	43.8%	$0.005743	$2,033.06
48	453-0117-000	7321 W. Greenfield	***$207,300.00***	***$198,900.00***	($8,400)	-4.1%	$0.005743	$1,142.30
49	453-0118-000	7335 W. Greenfield	***$238,400.00***	***$365,000.00***	$126,600	45.9%	$0.005743	$2,096.23
50	453-0119-000	7341-43 W. Greenfield	***$84,900.00***	***$81,300.00***	($3,600)	-3.1%	$0.005743	$466.91
51	453-0120-000	7347 W. Greenfield	***$105,900.00***	***$142,300.00***	$36,400	25.1%	$0.005743	$817.24
52	453-0324-003	7401 W. Greenfield	***$919,000.00***	***$1,167,000.00***	$248,000	32.1%	$0.005743	$6,702.20
53	453-0324-004	14** S. 74 St.	***$86,500.00***	***$80,800.00***	($5,700)	-6.5%	$0.005743	$464.04
54	453-0324-005	14** S. 74 St.	***$106,900.00***	***$97,000.00***	($9,900)	-9.1%	$0.005743	$557.08
55	453-0322-000	7413-15 W. Greenfield	***$312,800.00***	***$464,700.00***	$151,900	53.1%	$0.005743	$2,668.82
56	453-0321-000	7421-23-25 W. Greenfield	***$209,300.00***	***$344,900.00***	$135,600	64.2%	$0.005743	$1,980.80
57	453-0320-000	7429-41-47 W. Greenfield	***$408,700.00***	***$388,600.00***	($20,100)	-3.4%	$0.005743	$2,231.77
58	440-0242-000	1325-27-29 S. 70th St	***$469,900.00***	***$628,600.00***	$158,700	33.1%	$0.005743	$3,610.11
59	453-0052-000	1439-41 S. 70th St	***$150,600.00***	***$237,200.00***	$86,600	64.6%	$0.005743	$1,362.26
60	453-0056-000	1427-29 S. 70th St	***$256,000.00***	***$165,500.00***	($90,500)	-32.4%	$0.005743	$950.48
61	453-0058-000	1417-21 S. 70th St	***$165,700.00***	***$299,400.00***	$133,700	115.4%	$0.005743	$1,719.48
62	453-0273-000	1469 S. 70TH	***$354,100.00***	***$343,800.00***	($10,300)	-3.3%	$0.005743	$1,974.48
			$19,268,300	$22,566,400	$3,298,100	17.8%		$129,601.09

The numbers are an estimated BID Assessment. The Operating Plan specifies the method of assessment. The assessment method proposed in the Operating Plan and approved by Common Council is based upon the assessed value of the commercial properties within the BID district. The Operating Plan must be approved each year by the Common Council of the City of West Allis.

Total 2024 Assessments		**$22,566,400**
Proposed Special Assessment		$ 129,600.00
First Ring Redevelopment Enterprise, Inc.		
CDBG FUNDS		$ -
BID Unspent Funds		$ -
Revenue from DWA, Inc.		$ 17,000.00
Proposed 2025 B.I.D. Budget		$ 146,600.00
Budget/Value = Assessment		$ 0.0057431
	$1,000.00	$ 5.7431

CITY OF WEST ALLIS
RESOLUTION R-2024-0552

RESOLUTION TO APPROVE A SUBORDINATION AGREEMENT FOR THE ECONOMIC DEVELOPMENT LOAN TO NAUS BREWING LLC, D/B/A PERSPECTIVE BREWING CO. LOCATED AT 7508 W. GREENFIELD AVE.

WHEREAS, the City of West Allis entered into an Economic Development Loan Agreement with Naus Brewing LLC D/B/A Perspective Brewing Company (the "Borrower") for the establishment of a brewery at 7508 W. Greenfield Ave.; and,

WHEREAS, on March 16, 2021, the City approved, under Resolution Number R-2021-0152, a $50,000 Instore Forgivable Loan funded with Community Development Block Grant dollars and a $50,000 Economic Development Loan supported with Community Development Block Grant dollars; and,

WHEREAS, the original main lender for the Borrower is the Wisconsin Women's Business Initiative Corporation (WWBIC) who holds a first lien position for up to $254,000 with the City holding a 2nd lien position behind WWBIC;

WHEREAS, the Borrower's main loan and some additional debt is being refinanced by PyraMax Bank which is taking WWBIC out of the loan and providing the borrowing with more favorable loan terms;

WHEREAS, PyraMax Bank is requesting the that the City of West Allis execute a Subordination Agreement which keeps West Allis in the 2nd lien position but places $42,000 of additional debt in front of the West Allis position as the main lender's position in front of West Allis would go from $254,000 to $296,000; and,

WHEREAS, the Economic Development Program recommends the City of West Allis agree to the Subordination Agreement requested by PyraMax Bank as this will place the business in a better position to succeed with better terms moving forward.

NOW THEREFORE, BE IT RESOLVED, the Common Council of the City of West Allis hereby approves the Subordination Agreement for the Economic Development Loans to Naus Brewing, LLC, D/B/A Perspective Brewing Co., located at 7508 W. Greenfield Ave.

BE IT FURTHER REVOLED 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 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 all balances of the existing loans be transferred to the new ownership group.

SECTION 1: **ADOPTION** "R-2024-0552" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0552*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

Document Number

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, on the **2nd** day of **June**, **2021**, **Naus Brewing, LLC, DBA Perspective Brewing Company** ("Borrower"), executed a mortgage to **City of West Allis** ("Lender"), to secure payment of **Ten Dollars and 00/100** Dollars ($ **10.00**), which mortgage was recorded in the Office of the Register of Deeds for **Milwaukee** County, Wisconsin , on **August 18**, **2021** , as Document No. **11152357** (the "Original Mortgage") and conveyed the real estate known as:

Lot Twenty-three (23) in Block Ten (10) in OTJEN, PULLEN AND SHENNERS' SUBDIVISION of a part of the Southwest One-quarter (1/4) of Section Thirty-four (34), in Township Seven (7) North, Range Twenty- one (21) East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Recording Area

Name and Return Address
PyraMax Bank
Commercial Dept
7001 W Edgerton Ave
Greenfield WI 53220

4400445000
Parcel Identification Number (PIN)

(hereinafter referred to as the "Property").

AND WHEREAS, on , **2024** , Borrower granted to **PyraMax Bank FSB** a mortgage on the Property to secure payment of **Two Hundred Ninety-Six Thousand and 00/100 dollars** Dollars ($ **296,000.00**), which mortgage will be recorded in the Office of the Register of Deeds for **Milwaukee** County, Wisconsin, on this date or shortly thereafter (the "Subsequent Mortgage").

WHEREAS, Lender has been requested to and has agreed to subordinate the lien of the Original Mortgage to the lien of the Subsequent Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender hereby agrees that the lien of the Original Mortgage is subordinate and junior to the lien of the Subsequent Mortgage and that the lien of the Subsequent Mortgage shall also have a prior right over the lien of the Original Mortgage to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the Property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of Lender have hereunto set their hands and seals this _____ day of **October** , **2024** .

City of West Allis

By: _____
*

By: _____
*

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ County)

Personally came before me this _____ day of _____ , _____ the above named _____ by _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Prepared by Carrie L. Tatum, Senior Commercial Operations Assistant on behalf of PyraMax Bank FSB

_____
*
Notary Public, State of _____
My Commission is permanent. (If not, state expiration date: _____, _____.)

* Names of persons signing in any capacity must be typed or printed below their signature.

CITY OF WEST ALLIS
RESOLUTION R-2024-0555

RESOLUTION TO APPROVE THE TERMS & CONDITIONS FOR AN ECONOMIC DEVELOPMENT LOAN TO SUGAR STUDIO LLC LOCATED AT 2201 S 84TH ST. IN THE AMOUNT OF $150,0000 UNDER THE CAPITAL CATALYST LOAN PROGRAM AND A $50,000 INSTORE ECONOMIC DEVELOPMENT LOAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Travis Martinez, owner of Sugar Studio LLC, a limited liability corporation created under the laws of Wisconsin, has applied for a loan from the City of West Allis in the amount of Two-Hundred Thousand and 00/100 Dollars ($200,000), under the Capital Catalyst Loan Program and a Instore Economic Development Loan, Community Development Block Grant Program (CDBG), for equipment and renovations to establish a bakery and shared kitchen space to be located at 2201 S 84th St.; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Travis Martinez, owner of Sugar Studio LLC and has determined that the Project is eligible for funding under the Capital Catalyst Loan Program and Instore Economic Development Loan under the CDBG program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of a Capital Catalyst Loan and Instore Economic Development Loan Program under the CDBG Program 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 Sugar Studio LLC located at 2201 S 84th St., under the Capital Catalyst Loan Program in an amount up to $150,000 and a $50,000 Instore Economic Development Loan CDBG Program, 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 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 a loan of $150,000 is funded through the Capital Catalyst Program (a grant from Wisconsin Economic Development Corporation and First-Ring Industrial Redevelopment Enterprise (FIRE)), and $50,000 from the Community Development Block Grant Program for an Instore Economic Development Loan.

SECTION 1: **ADOPTION** "R-2024-0555" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0555*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

September 26, 2024

Travis Martinez
Whitney Smededma
Sugar Studio LLC
2201 S. 84th St.
West Allis, WI 53227

Dear Travis Martinez and Whitney Smedema:

Pursuant to your application and information provided by you regarding the purchase of operating equipment and required renovations for the establishment of a bakery and shared kitchen space to be located at 2201 S. 84th St., 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, federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Travis Martinez as owner of Sugar Studio LLC, a Wisconsin Limited Liability Company, with current business located at 2201 S. 84th St., West Allis, WI 53227.

2. Guarantors. Travis Martinez and Whitney Smedema

3. Project. Loan proceeds are to be used for the purchase of operating equipment and building renovations for the establishment of a business located at 2201 S. 84th St., West Allis, WI 53227.

4. Loan Amount. The loan amount shall not exceed Two-Hundred Thousand Dollars ($200,000) comprised of the following:

   A. $200,000 loan as part of the Capital Catalyst Loan Program. Funding source – Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise, and Community Development Block Grant Funds. 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. A $50,000 portion of the loan will be a forgivable loan as part of the National Avenue InStore Forgivable Loan Program.

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. The term of the $50,000 forgivable loan shall be five (5) 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.

   Payments for the $50,000 forgivable loan will be as follows:

   - Interest only for 5 years. After each year of successful payments, 20% of the principal will be forgiven

annually.

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 first General Business Security Agreement on the assets purchased with City of West Allis funds for Sugar Studio LLC

   B. An Unlimited Personal Guarantee from Travis Martinez and Whitney Smedema in an amount equal to the outstanding balance due on 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. The $150,000 portion of the loan shall mature in November 2044. The $50,000 forgivable loan shall mature in November 2029.

12. Closing Date. The loan shall close on or before October 31, 2024.

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 providea 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 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).

16. 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.

17. 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 October 31, 2024 along with the non-refundable loan processing fee and the written guarantee of the loan by Travis Martinez and Whitney Smedema. If not so accepted, the City shall have no further obligation hereunder.

By: _____

Patrick Schloss, Director
Executive Director

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Sugar Studio LLC

Date: _____ By: _____
Travis Martinez, Owner

Date: _____ By: _____
Whitney Smedema, Guarantor

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss,
Executive Director

Date: _____
Attachments

Attachment A

Economic Development Program/Loan Program
Project Beneficiary Profile

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.
Thank you for your cooperation.

Name:_____ Address: _____
Phone #:_____

RACE: (**You MUST mark one**)

- □ White
- □ Asian
- □ Native Hawaiian/Other Pacific Islander
- □ Asian & White
- □ American Indian/Alaskan and Black/African
- □ Other Multi-Racial
- □ Black/African American
- □ American Indian/Alaskan Native
- □ American Indian/Alaskan Native and White
- □ Black/African American and White

ETHNICITY: (**You MUST mark one**) □ Hispanic □ Non-Hispanic

Family Size and Income Levels (2024): (Please circle one)

Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	21,000	24,000	27,000	29,950	32,350	34,750	37,150	39,550
Low	35,000	40,000	45,000	49,950	53,950	57,950	61,950	65,950
Moderate	42,000	48,000	54,000	59,940	64,740	69,540	74,340	79,140
Non-Low/Moderate	55,950	63,950	71,950	79,900	86,300	92,700	99,100	105,500

Female Head of Household – (please circle) Yes or No

* **"Family"** means all persons residing in the same household.

** **"Income"** means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

_____

Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer**:
   Name _____
   Address _____
   City: _____State: _____Zip: _____

2. **Name and Address of Employee**:

   Name _____
   Address _____
   City: _____State:_____ Zip: _____

3. Employee Identification Number (or S.S.#):_____

4. **Job Title** _____

5a. **Date Hired** _____
5b. **Date Terminated, if applicable**: _____
5c. **Date Retained** _____
5d. **Date Replacement Hired**:_____

6. **Average Hours Per Week Worked**: _____
   _____Full time or_____Part time

7. **When hired, was the employee LMI (Low and Moderate Income**)?
   Yes_____ No _____

   Are there employer sponsored healthcare benefits?_____

   Were you unemployed prior to employment? _____

8. Category of work (Please Circle One)

Office & Manager	Craft Workers (skilled)
Technicians	Operators (Semi skilled)
Sales	Laborers
Office & Clerical	Service Worke

Attachment B

CITY OF WEST ALLIS ECONOMIC DEVELOPMENT LOANS GENERAL CONDITIONS (EQUIPMENT & RENOVATIONS)

BORROWER: Sugar Studio LLC

COMMITMENT: September 26, 2024

LOAN AMOUNT $200,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note andother required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.

2. Job Creation. Within two years of closing, the Project will create or havecreated at least the number of permanent, full-time jobs for low to moderate income persons indicated in the Commitment Letter. The Borrower will agree that the jobs created will be held by low to moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.

3. Need for Assistance. Borrower represents that the Project would notbe undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.

4. Federal Regulations. Throughout the term of the Loan, the Borrower willcomply with all applicable federal regulations set forth on Exhibit F.

5. Loan Documentation. Borrower shall execute and deliver to the City and Economic Development Loan Agreement, and all other Loan documents which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.

6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Current reports of the Wisconsin Department of Financial Institutions evidencing all perfected security interests in the Project equipment and fixtures and copies of all financing statements filed in connection therewith.

(b) All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(c) Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the Borrower's business facilities and operations will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulations.

(d) Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

(e) A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

(f) All Loan Documents which the City shall deem necessary or require relative to the completion of the subject Loan, including the Note, security agreements and such financing statements as are required for the perfection thereof.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transacts

business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administrationand enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. The City shall not be obligated to close the Loan if, as ofthe closing date, there shall be a material adverse change in the value of the business or financial condition of the Borrower or of any guarantor.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior toclosing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, theLoan documents shall provide that, during the term of the Loan, or any extension thereof, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City, said consent shall not be unreasonably withheld. The Borrower will continuously maintain its existence and right to do business in the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment,the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or

security interest in, any Project equipment, except the lien of the City,

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, that its business operations and facilities have not violated, do not nor will they violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; and the facility is not within a government identified area of contamination; and the facility and any site in the vicinity of the same are not nor have been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Prohibition Against the Borrower's Assignment. The Commitment is not assignable or transferable by the Borrower.

17. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

18. Entire Agreement. The Commitment shall supersede all prior written ororal understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

19. Compliance with Laws. The Borrower shall comply fully with all applicablelocal, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall

immediately notify the City in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

20. Complete Performance and Waiver. If the Borrower fails to comply fully withthe provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

21. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

22. Wisconsin Law. The subject Loan is to be governed by and shall beconstrued according to the laws of the State of Wisconsin. Any action regarding the subject loan shall be brought and maintained in the federal or state courts in Milwaukee County, Wisconsin.

23. Financial and Other Data. Prior to closing, the Borrower and eachguarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles ofincorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial conditionand earnings.

24. Representation. The Borrower represents to the City that allinformation provided to the City to induce the City to issue the Commitment is true and correct.

_____ _____

_____

City Borrowers

Attachment C

CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWER: Sugar Studio LLC

COMMITMENT: September 26, 2024

LOAN AMOUNT: $200,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrower will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding $10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrower will not, in carrying out the Project, as defined in the Loan Agreement, discriminate against any employee because of race, color, religion, sex, handicap, national origin, or other protected status. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, national origin, or other protected status. Such action 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 Borrower shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrower will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, national origin, or other protected status.

C. The Borrower will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94- 135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrower certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrower will cooperate with the City in carrying out thefollowing:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrower will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing Regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrower will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrower will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrower has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars ($10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrower's noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

A. Withholding of payments under the Loan Agreement until Borrower complies; and/or

B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.

C. Other remedies that may be legally available.

_____ _____

_____

City Borrowers

CITY OF WEST ALLIS
RESOLUTION R-2024-0562

RESOLUTION TO APPROVE A SUBORDINATION AGREEMENT FOR THE ECONOMIC DEVELOPMENT LOAN TO WEST ALLIS BREWING PROPERTY LLC AND OPE BREWING COMPANY LLC LOCATED AT 6751 W. NATIONAL AVE.

WHEREAS, the City of West Allis entered into an Economic Development Loan Agreement with West Allis Brewing Property LLC and OPE Brewing Company LLC Company (the "Borrower") located at 6751 W. National Ave; and,

WHEREAS, on March 16, 2021, the City approved, under Resolution Number R-2021-0154, a $50,000 Instore Forgivable Loan funded with Community Development Block Grant dollars and a $100,000 Economic Development Loan supported with Community Development Block Grant dollars and TIF; and,

WHEREAS, the original main lender for the Borrower was Citizen's Bank of Mukwonago who holds a first lien position and the U.S Small Business Administration (the "SBA") holds a second position; and,

WHEREAS, the Borrower's main loan and some additional debt is being refinanced by CIBM Bank and the U.S. Small Business Administration, providing more favorable loan terms;

WHEREAS, CIBM and the SBA are requesting the that the City of West Allis execute a Subordination Agreement which keeps West Allis subordinate to the main lender's position in front of West Allis; and,

WHEREAS, the Economic Development Program recommends the City of West Allis agree to the Subordination Agreement requested by CIBM and the SBA this will place the business in a better position to succeed with better terms moving forward.

NOW THEREFORE, BE IT RESOLVED, the Common Council of the City of West Allis hereby approves the Subordination Agreement for the Economic Development Loans to West Allis Brewing Property LLC and OPE Brewing Company LLC located at 6751 W. National Ave.

BE IT FURTHER REVOLED 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 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.

SECTION 1: **ADOPTION** "R-2024-0562" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0562*(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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting certain credit to West Allis Brewing Property LLC and OPE BREWING COMPANY LLC ("Borrower") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, City of West Allis ("Mortgagee," whether one or more), hereby subordinates to WBD, Inc. and the United States Small Business Administration (collectively "Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 (the "Property") under a Mortgage from Borrower to Mortgagee in the amount of $100,000.00 dated June 17, 2021 and recorded on December 1, 2021, in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 11192655, as amended from time to time ("Mortgagee's Mortgage").

Recording Area

Name and Return Address

WBD, Inc.
5202 Eastpark Blvd, Ste. 109
Madison, WI 53718

See Exhibit A

Parcel Identification Number (PIN)

1. Description of the Property. "Property" shall have the cumulative meaning given to it in the Lender's Mortgage (as hereafter defined) and the Mortgagee's Mortgage and includes land and all improvements and fixtures now or hereafter located at the property legally described in Exhibit A attached hereto and all rents, proceeds, and leases on account thereof and all proceeds, whether now existing or hereafter arising.

2. Superior Obligations. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the following obligations (the "Obligations"): All principal, interest (including interest at the contract rate from the date of filing of a petition by or against Borrower under the federal Bankruptcy Code), and all other obligations and liabilities of whatever kind or nature including default charges, prepayment penalties, and attorneys' fees and costs, of Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise which may arise under, out of, or in connection with the terms of a 504 Note made by Borrower or Borrower and another in the principal amount of $1,207,000.00 and any amendments, modifications, renewals or extensions thereto or thereof, or any other document executed in connection with any of the foregoing (including, without limitation, any document securing such note) which Obligations are or will be secured by a mortgage from Borrower to WBD, Inc., as the same may be amended ("Lender's Mortgage").

3. Subordination of Lien and Right of Remedy. So long as any of the Obligations are unpaid, the lien of Mortgagee's Mortgage in any Property shall, at all times, be and remain subject to and subordinate and junior to the liens and security interests of Lender as provided by the Lender's Mortgage as collateral security for the Obligations. "Subject to and subordinate and junior" means that (1) no part of the obligations secured by the Mortgagee's Mortgage shall have any claim to any Property on a parity with or prior to the claim of Lender; and (2) Mortgagee will not exercise or seek to exercise any rights or remedies with respect to any Property. Irrespective of: (a) the time, order or method of attachment or perfection of the liens created by the Mortgagee's Mortgage or the liens and security interest created by the Lender's Mortgage, (b) the time or order of filing or recording of financing statements, mortgages or other documents filed or recorded to perfect a lien on or security interest in any Property; and (c) the rules for determining priority under the Uniform Commercial Code or any other law governing the relative priorities of creditors, the Property and any money, or other property realized upon the sale or other disposition upon all or any part of the Property shall be applied first to the payment in full of the Obligations in such order as the Lender may elect in its sole discretion.

4. Protective Advances. If Borrower fails to perform any of its duties set forth in Lender's Mortgage, and if Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender.

5. Successors and Assigns. This Agreement benefits and binds Mortgagee and the Lender and their successors and assigns.

Dated this ____ day of _____, 2024.

MORTGAGEE:
City of West Allis

By:_____
Name:_____
Title:_____

AUTHENTICATION

Signature(s) of _____
authenticated this _____ day of _____, 20__.

_____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by Sec. 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:
Laura E. Callan
Stafford Rosenbaum LLP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or Type Name of Notary)
My Commission is permanent. (If not, state expiration date: _____, _____.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

EXHIBIT A

The Property

The word "Property" means collectively the Real Property and the Personal Property and all present and future leases of the Property and all Rents from the Property.

The words "Real Property" means the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Milwaukee County, State of Wisconsin:

> Lot 1 of Certified Survey Map No. 9316 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 11, 2021 as Document No. 11112992, being a redivision of part of Lot 1, Lot 2 and Lot 3, Block 2 of Assessor's Plat No. 269, located in the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.
>
> For informational purposes only:
> Property Address: 6751 West National Avenue, West Allis, WI
> Tax Key Number: 454-9001-000

The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Borrower, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting certain credit to West Allis Brewing Property LLC and OPE BREWING COMPANY LLC ("Borrower") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, City of West Allis ("Mortgagee," whether one or more), hereby subordinates to WBD, Inc. and the United States Small Business Administration (collectively "Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 (the "Property") under a Mortgage from Borrower to Mortgagee in the amount of $50,000.00 dated October 20, 2021 and recorded on December 1, 2021, in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 11192656, as amended from time to time ("Mortgagee's Mortgage").

Recording Area

Name and Return Address

WBD, Inc.
5202 Eastpark Blvd, Ste. 109
Madison, WI 53718

See Exhibit A

Parcel Identification Number (PIN)

1. Description of the Property. "Property" shall have the cumulative meaning given to it in the Lender's Mortgage (as hereafter defined) and the Mortgagee's Mortgage and includes land and all improvements and fixtures now or hereafter located at the property legally described in Exhibit A attached hereto and all rents, proceeds, and leases on account thereof and all proceeds, whether now existing or hereafter arising.

2. Superior Obligations. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the following obligations (the "Obligations"): All principal, interest (including interest at the contract rate from the date of filing of a petition by or against Borrower under the federal Bankruptcy Code), and all other obligations and liabilities of whatever kind or nature including default charges, prepayment penalties, and attorneys' fees and costs, of Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise which may arise under, out of, or in connection with the terms of a 504 Note made by Borrower or Borrower and another in the principal amount of $1,207,000.00 and any amendments, modifications, renewals or extensions thereto or thereof, or any other document executed in connection with any of the foregoing (including, without limitation, any document securing such note) which Obligations are or will be secured by a mortgage from Borrower to WBD, Inc., as the same may be amended ("Lender's Mortgage").

3. Subordination of Lien and Right of Remedy. So long as any of the Obligations are unpaid, the lien of Mortgagee's Mortgage in any Property shall, at all times, be and remain subject to and subordinate and junior to the liens and security interests of Lender as provided by the Lender's Mortgage as collateral security for the Obligations. "Subject to and subordinate and junior" means that (1) no part of the obligations secured by the Mortgagee's Mortgage shall have any claim to any Property on a parity with or prior to the claim of Lender; and (2) Mortgagee will not exercise or seek to exercise any rights or remedies with respect to any Property. Irrespective of: (a) the time, order or method of attachment or perfection of the liens created by the Mortgagee's Mortgage or the liens and security interest created by the Lender's Mortgage, (b) the time or order of filing or recording of financing statements, mortgages or other documents filed or recorded to perfect a lien on or security interest in any Property; and (c) the rules for determining priority under the Uniform Commercial Code or any other law governing the relative priorities of creditors, the Property and any money, or other property realized upon the sale or other disposition upon all or any part of the Property shall be applied first to the payment in full of the Obligations in such order as the Lender may elect in its sole discretion.

4. Protective Advances. If Borrower fails to perform any of its duties set forth in Lender's Mortgage, and if Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender.

5. Successors and Assigns. This Agreement benefits and binds Mortgagee and the Lender and their successors and assigns.

Dated this ____ day of _____, 2024.

MORTGAGEE:
City of West Allis

By:_____
Name:_____
Title:_____

AUTHENTICATION

Signature(s) of _____
authenticated this _____ day of _____, 20__.

_____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by Sec. 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:
Laura E. Callan
Stafford Rosenbaum LLP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or Type Name of Notary)
My Commission is permanent. (If not, state expiration date: _____, _____.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

EXHIBIT A

The Property

The word "Property" means collectively the Real Property and the Personal Property and all present and future leases of the Property and all Rents from the Property.

The words "Real Property" means the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Milwaukee County, State of Wisconsin:

> Lot 1 of Certified Survey Map No. 9316 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 11, 2021 as Document No. 11112992, being a redivision of part of Lot 1, Lot 2 and Lot 3, Block 2 of Assessor's Plat No. 269, located in the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.
>
> For informational purposes only:
> Property Address: 6751 West National Avenue, West Allis, WI
> Tax Key Number: 454-9001-000

The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Borrower, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Knight Barry Title, Inc.
201 E. Pittsburgh Avenue, Suite 200
Milwaukee, WI 53204
(414)727-4545
Fax: (414)755-7186

COMMITMENT FOR TITLE INSURANCE
Schedule A

File #: 2296067
Revision: 2296067

Completed on: 09/17/2024 11:18 AM
Last Revised on: 09/17/24 11:18 AM
Printed on: 09/17/2024 11:19 AM
Title Contact: Jennifer van Dernoot (jenl@knightbarry.com)
Closing Contact: milwaukeecloser@knightbarry.com

COMMITMENT DATE	September 11, 2024 at 12:00 AM
1. POLICY TO BE ISSUED	
ALTA LOAN POLICY (06/17/06)	
Loan Policy Amount: *(the loan amount)*	$1,207,000.00
Proposed Insured: *(the new lender)*	WBD, Inc. and U.S. Small Business Administration, their successors and/or assigns, as their interests may appear
2. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND IS AT THE COMMITMENT DATE VESTED IN *(the owner)*	West Allis Brewing Property LLC, a Wisconsin limited liability company
3. THE LAND IS DESCRIBED AS FOLLOWS *(the legal description)*	Lot 1 of Certified Survey Map No. 9316 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 11, 2021 as Document No. 11112992, being a redivision of part of Lot 1, Lot 2 and Lot 3, Block 2 of Assessor's Plat No. 269, located in the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin. *For informational purposes only:* *Property Address: 6751 West National Avenue, West Allis, WI* *Tax Key Number: 454-9001-000*

This page is only a part of the 2016 ALTA Commitment for Title Insurance underwritten by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy and the Commitment Conditions (located at https://www.knightbarry.com/cover/fa); Schedule A; Schedule B, Part 1 Requirements; and Schedule B, Part 2 Exceptions. ***All italicized words in this Commitment are for informational purposes only and for the convenience of the reader and are not part of the ALTA Commitment form.***

Knight Barry Title, Inc.
201 E. Pittsburgh Avenue, Suite 200
Milwaukee, WI 53204
(414)727-4545
Fax: (414)755-7186

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 1
REQUIREMENTS

File #: 2296067
Revision: 2296067

Completed on: 09/17/2024 11:18 AM
Last Revised on: 09/17/24 11:18 AM
Printed on: 09/17/2024 11:19 AM
Title Contact: Jennifer van Dernoot (jenl@knightbarry.com)
Closing Contact: milwaukeecloser@knightbarry.com

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Mortgage from West Allis Brewing Property LLC, a Wisconsin limited liability company to WBD, Inc. and U.S. Small Business Administration.

6. Because West Allis Brewing Property LLC ("LLC") is not a natural person, the Company requires the following documents:

   i. Operating Agreement of the LLC and all amendments thereto.

   ii. If the LLC is a member-managed limited liability company, resolutions adopted by all of the members of the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Mortgage.

   iii. If the LLC is a manager-managed limited liability company, resolutions adopted by all of the managers of the LLC approving the conveyance and naming the person, and the person's capacity, authorized to execute the Mortgage.

   Upon receipt and examination of the above the Company may modify these requirements to satisfy the Company that the appropriate person(s) is/are executing the Mortgage for the limited purpose of issuance of the policy(ies) contemplated by this Commitment.

Knight Barry Title, Inc.
201 E. Pittsburgh Avenue, Suite 200
Milwaukee, WI 53204
(414)727-4545
Fax: (414)755-7186

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 2
EXCEPTIONS

File #: 2296067
Revision: 2296067

Completed on: 09/17/2024 11:18 AM
Last Revised on: 09/17/24 11:18 AM
Printed on: 09/17/2024 11:19 AM
Title Contact: Jennifer van Dernoot (jenl@knightbarry.com)
Closing Contact: milwaukeecloser@knightbarry.com

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.

2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.

3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Rights or claims of parties in possession not shown by the Public Records.

6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.

7. Easements or claims of easements not shown by the Public Records.

8. Any claim of adverse possession or prescriptive easement.

9. General Taxes for the year 2024 and subsequent years, not yet due or payable.

10. Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

11. Rights and easements (if any) in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to the Land.

12. Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company and other matters contained in the instrument recorded December 31, 1963 as Document No. 4074064.

13. Easement granted to Wisconsin Electric Power Company and other matters contained in the instrument recorded April 30, 1987 as Document No. 6050801.

14. Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project and other matters contained in the instrument recorded February 22, 2001 as Document No. 8027619. As affected by Amendment to Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project recorded November 26, 2001 as Document No. 8175523. And as further affected by Second Amendment to Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project recorded December 17, 2001 as Document No. 8185313.

15. Resolution to Approve Certain Lands and Interests for Acquisition in the Six Points/Farmers Market Redevelopment Project Area and other matters contained in the instrument recorded December 21, 2001 as Document No. 8188820 and July 12, 2002 as Document No. 8312180.

16. Easements, restrictions and other matters shown on Certified Survey Map No. 9316 recorded May 11, 2021 as Document No. 11112992.

17. Distribution Easement Overhead and Underground granted to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies and other matters contained in the instrument recorded September 23, 2022 as Document No. 11286383.

18. Mortgage from West Allis Brewing Property LLC and Ope Brewing Company LLC to City of West Allis in the amount of $100,000.00 dated June 17, 2021 and recorded December 1, 2021 as Document No. 11192655.

19. Mortgage from West Allis Brewing Property LLC and Ope Brewing Company LLC to City of West Allis in the amount of $50,000.00 dated October 20, 2021 and recorded December 1, 2021 as Document No. 11192656.

20. Mortgage from West Allis Brewing Property LLC to CIBM Bank in the amount of $1,180,000.00 dated May 30, 2024 and recorded May 31, 2024 as Document No. 11423715.

21. Assignment of Rents from West Allis Brewing Property LLC to CIBM Bank recorded May 31, 2024 as Document No. 11423716.

22. Mortgage from West Allis Brewing Property LLC to CIBM Bank in the amount of $1,178,760.00 dated May 30, 2024 and recorded May 31, 2024 as Document No. 11423717.

23. Mortgage from West Allis Brewing Property LLC to CIBM Bank in the amount of $200,000.00 dated May 30, 2024 and recorded May 31, 2024 as Document No. 11423718.

24. Assignment of Rents from West Allis Brewing Property LLC to CIBM Bank recorded May 31, 2024 as Document No. 11423719.

25. Subordination of Mortgage entered into by and between the City of West Allis and CIBM Bank dated June 4, 2024 and recorded June 7, 2024 as Document No. 11425598.

FOOTNOTES

THIS IS FOR INFORMATIONAL PURPOSES ONLY; NOTHING NOTED IN THIS SECTION WILL APPEAR ON THE POLICY.

a. Taxes for the Year 2023 in the amount of $40,660.99, and all prior years are paid.

b. A copy of the vesting deed recorded October 22, 2021 as Document No. 11178114 is included for reference.

City Clerk
clerk@westalliswi.gov

September 11, 2024

Carmen Hazelberg
1503 South 78th Street
West Allis, WI 53214

RE: Operator's License Application Review

Dear Carmen;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **September 17, 2024 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

SECOND APPEARANCE HEARING NOTICE

September 25, 2024

Carmen Hazelberg
1503 South 78th Street
West Allis, WI 53214

RE: Operator's License Application Review

Dear Carmen;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **October 1, 2024 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.

Please leave a comment letting us know you received this notice and that you plan on attending the hearing.

It is VERY IMPORTANT to notify us by 4PM the day of your hearing if you will not be attending and the reason why. Please be aware your license could still be denied if you are absent or the committee could choose to reschedule your hearing.

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.

Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

DOWNTOWN West Allis BID

2024 Annual Report
2025 Operating Plan

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

BUSINESS PLAN OF DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT (DWABID)

This document forms the business plan of
Downtown West Allis Business Improvement District, managed by Downtown West Allis, Inc.

It will be used to document operations that show that our downtown is the hub that connects retail and service businesses with events, entertainment and residential opportunities. It is vibrant and progressive – serving visitors and community members who live, work, shop and play here.

A Main Street Community since 2001







Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

DOWNTOWN West Allis BID

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Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

Downtown West Allis Business Improvement District Boundaries

The geographic boundaries of the Downtown West Allis Business Improvement District (*DWABID*) are West Greenfield Avenue between 70th and 76th Streets. For the most part, it extends to the alleyways of the buildings on the north side of Greenfield Avenue and the alleyways of the buildings on the south side of Greenfield Avenue. The exception is 70th Street where our boundaries extend north to Madison Street and south to Orchard Street. This area contains a large number of single and multi-story buildings. Most of the properties are in excess of 60 years old, with many over 80 years old. The *DWABID* is home to approximately 90 small and diverse retail/service businesses.



- **Downtown West Allis, Inc. (DWA, Inc.)** is a Wisconsin non-stock non-profit corporation holding tax exempt charitable status under IRS 501 (c) 3.
- DWA, Inc. is an active Wisconsin Business Improvement District (BID) under Wisconsin stats. Chapter 66.1109.
- DWA, Inc. is a designated Wisconsin Main Street organization in good standing and has been accredited by National Main Street.

Mission Statement: "To build a positive image that encourages customer growth and welcomes community involvement."

Vision Statement: We envision a Downtown West Allis that

- Is a gathering place for families, neighbors, and visitors to enjoy hometown hospitality and West Allis pride through family activities and events.
- Enhances the quality of life for residents and visitors alike by offering safe, inviting and pedestrian-friendly streets.
- Is conducive to business enterprises, employment opportunities and stores that offer special and distinctive merchandise and services with a personal touch that creates a pleasant shopping experience.

Our vision is achieved and maintained through a strong public-private partnership among local government, businesses, educational institutions, non-profit community based organizations, and the residents of West Allis. This partnership is devoted to constantly working together to make Downtown West Allis an attraction, an asset, and a success as both a business district and a thriving neighborhood.

DOWNTOWN West Allis BID

Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

Downtown West Allis
A Designated Main Street Community

Downtown West Allis has been designated as an accredited Main Street America™ program for meeting rigorous performance standards set by the National Main Street Center. Each year, the National Main Street Center and its Coordinating Program partners announce the list of accredited Main Street America programs in recognition of their exemplary commitment to preservation-based economic development and community revitalization through the Main Street Approach®.

The organization's performance is evaluated annually by Wisconsin Main Street, which works in partnership with the National Main Street Center to identify the local programs that meet ten performance standards. Evaluation criteria determines the communities that are building comprehensive and sustainable revitalization efforts and include standards such as fostering strong public-private partnerships, securing an operating budget, tracking programmatic progress and actively preserving historic buildings.

2024 DWABID and DWA, Inc. Board of Directors **Name-Title-Address**	
Alex Geiger – DWABID President Model Empire (7116 W. Greenfield Ave)	Don Falk - DWABID Vice-President B & K Bar Supplies (7100 W. Greenfield Ave)
Douglas Persich - DWA, Inc. President	Tom Miller - DWA, Inc. Vice-President Steakhouse 100 (7244 W. Greenfield Ave)
Barbara Jones - DWABID Treasurer Peoples State Bank (10725 W. National Ave)	Timothy Klare - DWA, Inc. Treasurer
Gloria Hawkins - DWABID & DWA, Inc. Secretary Hawkins Clock Center (7301 W. Greenfield Ave)	Robyn Krimke Citizen (2234 S. 79th Street)
Joel Potter Old National Bank (7401 W. Greenfield Ave)	Amy Craig Amy Renee's Kreation (7219 W. Greenfield Ave)
Ali Acevedo All Goods (1411 S. 72nd Street)	Ian Heilmann WI State Fair Park (640 S. 84th Street)
Carson Coffield - Ex Officio City of West Allis (7525 W. Greenfield Ave)	Patrick Schloss – Ex Officio City of West Allis (7525 W. Greenfield Ave)





Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

DWABID / DWA, Inc

2024 Annual Report 2025 Operating Plan

ECONOMIC RESTRUCTURING
DOWNTOWN WEST ALLIS INC.

Goal: Grow Economic Mix and Vitality: Expand business mix to include a greater variety of businesses, including destination businesses and entertainment attractions.

The Economic Development Committee will focus on the following 2022-2026 goals:

- Work with Downtown West Allis property owners in **recruiting businesses** to fill vacancies.
- Work with the City of West Allis regarding **façade improvements.**
- Utilize **Main Street's** assistance in developing programs to strengthen small businesses through Shop Local and Small Business Saturday campaigns.



In 2024, we welcomed the following businesses to our Downtown:

- Talia's Event Venue
- Basia Rose Designs: Custom Designs & Alterations

Currently we have a 2% vacancy rate, but in 2025 we will:

- Work with property owners on getting our few vacancies filled with a good business mix.
- Promote in-store sales events.
- Conduct a survey of business owners to initiate a strategic plan for the year.

PROMOTION
DOWNTOWN WEST ALLIS INC.

Goal: Improve and Define Downtown/West Allis Image: Use the West Allis Downtown brand to showcase the individuality of our businesses and their contributions to the West Allis community.

The Promotions Committee will focus on the following 2022-2026 Goals:

- Maintain our **annual events**: West Allis Ala Carte, West Allis Winter Week, Classic Car Show, Halloween Hunt, Crawls and Shop Local.
- Helping other organizations/businesses raise awareness through smaller monthly events.

The following events took place from October 2023 thru August 2024:

- 32nd Annual Classic Car Show
- Halloween Hunt
- Shop Small Saturday
- West Allis Winter Week/Soup Crawl
- Old Fashioned Tours
- 15th Annual West Allis A la Carte
- Say Cheese! Food Crawl



- In 2025 we will:
  - Continue to host the above events or plan new similar to take their place.
  - Add an additional Soup Crawl in the Fall (public art funding)





Docusign Envelope ID: 800BEAC4-0659-471C-B573-B2BDD4DBD92A

ORGANIZATION
DOWNTOWN WEST ALLIS INC.

Goal: Expand outreach to residents, schools, and community partners: Create a multi-media campaign to highlight businesses and expand joint marketing activities among business within and outside of the downtown.

The Marketing Committee will focus on the following 2022-2026 Goals:

- Increase **volunteer participation** and encourage community support through neighborhood associations and other community organizations.
- Update the web page to keep the **events** current. We will continue working on branding our area.
- Continue to **reach out to the community** through DWA-Inc. Facebook and Twitter.
- **Advertising Assistance.** We will offer financial assistance to business owners for their promotion and marketing projects.

In 2024, we:

- Welcomed the following businesses to our Friends of West Allis Downtown program:
  - Riviera Lanes, Mr. Coco's and American Legion #120
- Hosted two separate "Coffee With Friends." The topics this year were "Preparing for West Allis A la Carte" and "Domestic Abuse Awareness for businesses."
- Hosted our first Volunteer Recognition Event, awarding two outstanding individuals.
- Continued a working relationship with the following:
  - 102.9 The Hog & 100.3 The Oldies
  - WI State Fair organization
  - Key Milwaukee
  - Travel Wisconsin
- Continued to help businesses with their Facebook ads, Instagram and Twitter, drawing more attention to the Downtown.
- Promoted Downtown West Allis merchandise via Facebook and Redbubble.



In 2025 we will:

- Look to grow by meeting with other businesses and organizations within the area.
- Continue hosting "Coffee with Friends." Each session will be an opportunity to network with other businesses while discussing a specific topic.
- Continue to work with the City's Community Engagement Dept. by collaborating on ideas and marketing each others' events.
- Continue to offer the Advertising Assistance Grant Program to district businesses to offset their advertising costs.
- Continue to recognize and support our volunteers and sponsors.





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DESIGN
DOWNTOWN WEST ALLIS INC.

Goal: Aesthetics & Physical Function of Greenfield Avenue: Optimize physical design of street and public spaces to encourage safe and effective circulation of traffic, bikes, pedestrians, and accommodate community space and outdoor dining.

The Design committee will focus on the following 2022-2026 Goals:
- Maintain Brick Flower Planters, Park Benches, Sound System and Security Cameras.
- Maintain Sidewalks through Snow Removal and Cleanup.
- Provide Signage Assistance to Downtown West Allis businesses.

In 2024, we:
- Artscape Sub-Committee accomplished the following:
  - Added unique artwork to Eden Garden & Pets stairway.
  - Added 3-D mural to Cream City Clay building.
- Continued to provide snow shoveling in our crosswalks and around our fire hydrants.
- Continued to work with the City of West Allis BINS Dept. on signage code violations.
- Completed Security Camera Grant Program for 8 business/ property owners to help fund security cameras that will capture movements within our Downtown boundaries.



In 2025 we will:
- Continue to help fund signage for Downtown businesses.
- Maintain the brick planters in our Downtown by adding native plants.
- Support an "Art Sub-Committee" that will continue to focus on implementing public art in our Downtown. Proposed projects include:
  - "Hidden Art Gallery."
  - Alley murals.
  - Refurbishing two park benches.
- Seek funding to continue the Security Camera Grant Program for our business owners through CDBG.
- Form Streetscape Sub-Committee focusing on:
  - 5-year strategic plan for Greenfield Avenue road construction that will include:
    - Funding for businesses to get through this hectic time.
    - Plan for arch/banner across Greenfield Avenue.
    - Hard-wire sound system that will be used year-round.
    - Support a placemaking area in our downtown for social gathering.



Administrative Committee Objectives

The Administrative Committee will focus on the following 2022-2026 Goals:
- Continue to **employ** a full-time Executive Director, part-time office manager and part-time street cleaner.
- Maintain **partnerships** with the City of West Allis, West Allis Police, Fire, Health, Communications, Tourism, Historical Society and Public Works Departments.
- Continue to maintain and improve the **WestAllisDowntown.com website, The Downtowner Newsletter, Instagram** and **Facebook** accounts.

{ ALWAYS GROWING
FOREVER ORIGINAL }

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Summary

- With a proposed total budget of $146,600.00 we request a special assessment of $129,600.00.
- Assessment shall be Five & 7431/10000 DOLLARS ($5.7431) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.
- The Executive Director, Program Assistant and one street cleaner are employees of the Business Improvement District. Our office allows these individuals to carry out the day to day activities supporting the organization. We have a meeting room for our Board and Committee members and their subcommittees giving them access to a professional working atmosphere.
- Our Board and Committee members are volunteers within this organization. Each volunteer gives freely of their time and expertise. The Board of Directors votes for a President, Vice-President, Secretary and Treasurer at our October meeting. All members of the Downtown West Allis Business Improvement District are welcome and encouraged via the newsletter and in discussion with the Executive Director and Board Members to attend meetings.
- The Downtown West Allis Business Improvement District is a quasi-governmental, not-for profit, community coalition dedicated to an economically strong, safe, attractive and exciting downtown. Through our four major promotional events we seek to strengthen the retail, cultural, educational and residential life of the city center. Leadership is energized by using human and financial resources, from both within our downtown neighborhood and the greater community.

Assessment Method

Financing Method

The proposed expenditures contained in the *2025 Downtown West Allis BID Approved Budget* included in the Operating Plan, will be financed from funds collected from the BID special assessment. It is estimated that $129,600.00 will be raised through special assessments. Any other funds, which may be made available to the BID for the purposes contained herein, shall be collected and expended as identified in the *2025 Downtown West Allis BID Approved Budget*.

Method of Assessment

All tax parcels within the Downtown West Allis Business Improvement District boundaries required to pay real estate taxes, as well as real property used exclusively for manufacturing purposes, will be assessed. Real property used exclusively for residential purposes may not be assessed, as prescribed by the BID law. Property exempt from paying real estate taxes or owned by government agencies will not be assessed.

Allocation of Assessments

Special assessments under this 2025 Operating Plan are hereby levied against each tax parcel property within the District that has a separate Parcel Identification Number. The assessment is based on the assessed value of the parcels (land and improvements) as shown in the record of the City Assessor's office on January 1, 2025 except as otherwise identified. Assessment shall be Five & 7431/10000 DOLLARS ($5.7431) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.

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Assessment Collection

- The City of West Allis shall include the special assessment levied herein as a separate line on the real estate tax bill for each parcel. The City shall collect such assessment with the taxes as a special charge, and in the same manner as such taxes, and shall turn over all monies so collected to the BID Board for distribution in accordance with the BID Operating Plan by February 28, 2025.
- The BID Board shall prepare and make available to the public and the City's Council annual reports describing the current status of the BID, including expenditures and revenues, at the time it submits its amended Operating Plan to the City for the following Operating Plan year.
- The presentation of this proposed Operating Plan to the City shall be deemed a standing order of the Board under Wis. Stat. sec. 66.1109(4) to disburse the BID assessments in the manner provided herein.
- This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method or accounting method. Disbursements made under this Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

Downtown West Allis Business Improvement District
Managed by: Downtown West Allis, Inc.
West Allis, WI
2025 Approved Budget

	2025 Budget	% of Budget		2025 Budget	% of Budget
PROFESSIONAL SERVICES			**DESIGN**		
Ex. Director Wages	$ 56,500.00	38.540%	**Beautification & Safety**		
Program Asst. Wages	$ 28,000.00	19.100%	Maintenance (Sound, planters & cameras)	$ 7,000.00	4.775%
Payroll Expenses	$ 6,500.00	4.434%	Snow Removal	$ 12,000.00	8.186%
Administrative Support	$ 200.00	0.136%	Street Cleaning	$ 5,500.00	3.752%
Professional Incentives	$ 4,000.00	2.729%	Artscape	$ 1,000.00	0.682%
Professional Services (Accountant, Lawyer, Audit)	$ 2,600.00	1.774%			
Education & Travel (Main Street Program)	$ 1,000.00	0.682%			
TOTAL PROFESSIONAL SERVICES	**$ 98,800.00**	67.394%	**TOTAL DESIGN**	**$ 25,500.00**	17.394%
SUPPORTING SERVICES			**ECONOMIC DEVELOPMENT/ORGANIZATIONAL**		
Office Supplies, Postage, Printing, Copier	$ 3,000.00	2.046%	Newsletter & Marketing	$ 3,600.00	2.456%
Dues, Subscriptions & Memberships	$ 300.00	0.205%	Recruitment (Crime prevention, luncheon)	$ 1,000.00	0.682%
Telephone, Internet, Hosting & email support	$ 2,000.00	1.364%	**TOTAL ECONOMIC DEV./ORGANIZATIONAL**	**$ 4,600.00**	3.138%
Rent - BID Office	$ 6,600.00	4.502%			
Insurance	$ 3,500.00	2.387%	**GRANT PROGRAMS**		
BOD Misc. Expenses	$ 300.00	0.205%	AAGP (Advertising Assistance Grant)	$ 2,000.00	1.364%
TOTAL SUPPORTING SERVICES	**$ 15,700.00**	10.709%	**TOTAL ASSISTANCE PROGRAMS**	**$ 2,000.00**	1.364%
			Total Expenses	**$ 146,600.00**	
Motion made by Tim Klare; seconded by Don Falk; motion passed to accept this budget (8/7/2024 Exective Board Meeting)			**ASSESSED VALUE FOR 2025**	**$ 22,566,400.00**	
Motion by Robyn Krimke; seconded by Gloria Hawkins; motion passed to accept this budget for 2025 (8/28/24 Downtown West Business Imrpovement District Board meeting)			**PROPOSED SPECIAL ASSESSMENT LEVY**	**$ 129,600.00**	**88.404%**
			Additonal Income:		
			**DWA, Inc.	**$ 17,000.00**	11.596%
			Total Income	**$ 146,600.00**	100.000%
			ASSESSMENT PER $1,000 OF ASSESSED	**$ 5.7431**	

Downtown West Allis Business Improvement District

2025 Time Table for Planned Expenditures

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Professional Services	$ 10,566.66	$ 7,566.68	$ 7,816.66	$ 7,566.68	$ 7,566.66	$ 9,816.68	$ 7,566.66	$ 7,566.68	$ 7,816.66	$ 7,566.66	$ 7,566.66	$ 9,816.66	$ 98,800.00
Executive Directors Salary	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.34	$ 4,708.33	$ 4,708.33	$ 4,708.33	$ 4,708.33	$ 56,500.00
Program Assistant's Salary	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.34	$ 2,333.33	$ 2,333.33	$ 2,333.33	$ 2,333.33	$ 28,000.00
Professional Incentives	$ -	$ -		$ -	$ -	$ 2,000.00	$ -	$ -		$ -	$ -	$ 2,000.00	$ 4,000.00
Administrative Support/Payroll Expenses	$ 925.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 6,700.00
Professional Services	$ 2,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,600.00
Education & Travel	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ -	$ -	$ 250.00	$ 1,000.00
Supporting Services	$ 2,410.00	$ 425.00	$ 485.00	$ 520.00	$ 410.00	$ 3,800.00	$ 1,910.00	$ 525.00	$ 485.00	$ 520.00	$ 410.00	$ 3,800.00	$ 15,700.00
Office Supplies, postage, printing & copier	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 3,000.00
Dues, Subscriptions & Membership	$ -	$ -	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00	$ -	$ -	$ 300.00
Telephone, Internet, hosting & email support	$ 160.00	$ 175.00	$ 160.00	$ 170.00	$ 160.00	$ 175.00	$ 160.00	$ 175.00	$ 160.00	$ 170.00	$ 160.00	$ 175.00	$ 2,000.00
Rent	$ -	$ -	$ -	$ -	$ -	$ 3,300.00	$ -	$ -	$ -	$ -	$ -	$ 3,300.00	$ 6,600.00
Insurance	$ 2,000.00						$ 1,500.00						$ 3,500.00
BOD Misc. Expense			$ 75.00			$ 75.00			$ 75.00			$ 75.00	$ 300.00
Design Committee	$ 3,050.00	$ 3,050.00	$ 3,300.00	$ 1,050.00	$ 1,100.00	$ 1,300.00	$ 1,050.00	$ 1,250.00	$ 1,000.00	$ 3,300.00	$ 3,050.00	$ 3,000.00	$ 25,500.00
Sound System, brick planters, maintenance	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 550.00	$ 600.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 550.00	$ 7,000.00
Snow Removal	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 12,000.00
Art Scape			$ 250.00			$ 250.00		$ 250.00		$ 250.00			$ 1,000.00
Street Cleaning	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 5,500.00
ED and Organizational Committee	$ 300.00	$ 300.00	$ 900.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 400.00	$ 300.00	$ 4,600.00
Newsletter & Marketing	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 3,600.00
Recruitment Materials	$ -	$ -	$ 600.00	$ -	$ 100.00		$ 100.00	$ -	$ 100.00	$ -	$ 100.00		$ 1,000.00
Assistance Programs	$ -	$ 200.00	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 100.00	$ 2,000.00
Advertising Assistance (AAGP)	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 100.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 100.00	$ 2,000.00
Siganage Assistance (n/a)													$ -
	$ 16,326.66	$ 11,541.68	$ 12,601.66	$ 9,636.68	$ 9,576.66	$ 15,416.68	$ 11,126.66	$ 9,841.68	$ 9,901.66	$ 11,886.66	$ 11,626.66	$ 17,016.66	$146,600.00

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Kind, Number and Location of Expenditures Summary

In 2025, the Business Improvement District will work on the implementation of the projects presented earlier in this report. All activities/projects will take place within the boundaries of the Downtown West Allis as stated on page 3 of this report.

In addition to the regular activities that provide a clean, safe and vibrant area, the BID must provide support to the businesses. With recent new business additions, there has been a focus on signage, marketing needs as well as streetscape. The BID will, once again, offer both signage, security cameras, and marketing grants to our business owners and will increase the number projects of public art in our Downtown.

Execution of and continued development of forward strategy to:

- Be a collective voice in planning, policy and communications.
- Work with City Administration and Elected Officials to identify and prioritize capital projects.
- Advocate for inclusion in future City capital budgets.
- Foster relationships with elected officials and City Staff to maintain focus on capital improvement plans and encourage open dialogue between all entities.
- Work with City Traffic Engineering Department on vehicle and pedestrian traffic flow as well as Lime Scooters and Bublr Bikes.
- Meet with business and property owners on a regular basis to assess impact, provide information, and seek feedback.
- Create and distribute regular and timely communication with information about the district and local businesses.

Our DWABID Board of Directors is comprised of 12 members representing the following interests:

- 7 DWABID Business Owners/Occupants
- 3 West Allis Business Employees/Employers
- 2 Persons-At-Large (Wisconsin resident)
- 2 City of West Allis Representative (Ex-Officio)

In addition, it is recommended that the DWBID board be structured and operate as follows:

- *Board size* – minimum of five
- *Composition* – At least 60% shall be owners or occupants of property within the district. The board shall elect its Chairperson from among its members.
- *Term* – Appointments to the board shall be for a period of three years.
- *Compensation* – None
- *Meetings* – All meetings of the board shall be governed by the Wisconsin Open Meetings Law and held periodically.
- *Record Keeping* – Files and records of the board's affairs shall be kept pursuant to public record requirements.
- *Staffing* – The board will staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
- *Relationship* – The DWABID shall be a separate entity from any association or organization, notwithstanding the fact that members, officers and directors of each may be shared. Downtown West Allis, Inc. shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. Downtown West Allis, Inc. has contracted with the DWABID to provide services to the DWABID, in accordance with this Plan.
- *Responsibilities* - Implement the Operating Plan, annually consider and make changes to the Operating Plan and Submit the Operating Plan to the Common Council for approval.

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City Role

The City of West Allis is committed to helping private property owners in the District promote its development. To this end, the City intends to play a significant role in the creation of the Business Improvement District and in implementation of the Operating Plan. In particular, the City will:

- Encourage the County and State governments to support the activities of the District.
- Monitor and, when appropriate, apply for outside funds that could be used in support of the District.
- Collect assessments, maintain the funds, and disburse the funds of the District to the BID along with an identification of those BID assessments included in the disbursement.
- Provide the BID Board through the Assessor's Office on or before September 1 of each Operating Plan year with the official City records on assessed value for each Parcel Identification Number within the District, as of that date in each plan year, for purposes of calculating the BID assessments.
- Adopt this Operating Plan in the manner required by Wis. Stat. sec. 66.1109.

Required Statements

- The Business Improvement District law requires the Operating Plan to include several specific statements:
  - Wis. Stat. sec. 66.1109(1)(f)1m: The District will contain property used exclusively for manufacturing purpose, as well as properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed that they will benefit from development in the District. *(See page 8, Summary - 2nd bullet point)*
  - Wis. Stat. sec. 66.1109(5)(a): Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed.

Severability and Expansion

- This BID has been created under authority of Wis. Stat. sec. 66.1109.
- Should any court find any portion of the BID law or this Operating Plan invalid or unconstitutional, said decision will not invalidate or terminate the BID and this BID Operating Plan should be amended to conform to the law without the need to reestablish the Operating Plan.
- Should the State amend the statute to narrow or broaden the purposes of a Business Improvement District so as to, among other things, exclude or include as assessable properties of a certain class or classes of properties, then this BID Operating Plan may be amended by the Common Council of the City of West Allis as and when it conducts its annual budget approval without necessity to undertake any other act.
- All of the above is specifically authorized by Wis. Stat. sec. 66.1109(3) (b).
- If it is determined by a court or administrative body that a parcel of property not subject to general real estate taxes may not be included within the District, then such parcels shall be excluded from the definition of the District.

Legal Option

I hereby certify that the 2025 Operating Plan for the *Downtown West Allis Business Improvement District* is complete and complies with Section 66.1109(1) (f) of the Wisconsin Statutes.

Kail Decker	DocuSigned by: D4E70EA874634AB...	9/19/2024
Please Print	Signature	Date

Kail Decker
City Attorney
City of West Allis