



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

Alderspersons: Suzzette Grisham, Kevin Haass, Danna Kuehn, Thomas G. Lajsic, Rosalie L. Reinke, Daniel J. Roadt, Tracy Stefanski, Ray Turner, Vincent Vitale, and Martin J. Weigel

Tuesday, March 7, 2023

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Weigel.

D. PUBLIC HEARINGS

- [O-2023-0011](#) Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.
Recommendation: Conduct hearing and place on hold.
Sponsors: Economic Development Committee
- [R-2023-0117](#) Resolution for a Conditional Use Permit for Healium, a proposed Instruction/Training use, at 6675 W. National Ave.
Sponsors: Economic Development Committee
- [R-2023-0118](#) Resolution for a Conditional Use Permit for Dunham Auto Sales, a proposed Light Motor Vehicle Sales (indoor) use, at 6047 W. Beloit Rd.
Sponsors: Economic Development Committee
- [R-2023-0119](#) Resolution for a Conditional Use Permit for Chase Bank, a proposed Neighborhood Service with accessory drive-through service at, 2678 S. 108th St.
Sponsors: Economic Development Committee
- [R-2023-0147](#) Resolution for Conditional Use Permit for Fire Cycle Fitness, a proposed Instruction/Training (16 or more persons at one time) use, at 1468 S. 84th St.
Sponsors: Economic Development Committee

6. [R-2023-0179](#) Resolution to approve the vacation and discontinuance of a portion of public right of way near S. 92nd St. and W. Cleveland Ave.

Sponsors: Public Safety Committee and Alderperson Lajsic

E. CITIZEN 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. ALDERPERSON'S 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

7. [2023-0141](#) February 7, 2023 Common Council Minutes.

Recommendation: Approve

8. [2023-0167](#) February 23, 2023 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS**ADMINISTRATION COMMITTEE****PUBLIC WORKS COMMITTEE****ECONOMIC DEVELOPMENT COMMITTEE****PUBLIC SAFETY COMMITTEE****K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)**

9. [O-2023-0014](#) Ordinance to create Public Health Specialist Coordinator and Community Health Registered Dietician positions.
- Recommendation:** Pass
- Sponsors:** Alderperson Haass
10. [R-2022-0884](#) Resolution for a Conditional Use Permit for Lowe Properties, a proposed Community Living Arrangement (9 or more persons), to be located at 1467 S. 75th St.
- Recommendation:** Place on File
- Sponsors:** Economic Development Committee
11. [R-2023-0046](#) Resolution relative to accepting the proposals of various nurseries for furnishing and delivering 597 trees for spring planting for a total net sum of \$63,020.
- Recommendation:** Adopt
12. [R-2023-0135](#) Resolution updating language and correcting typos in various policies.
- Recommendation:** Adopt
13. [R-2023-0148](#) Resolution to amend an existing Professional Services Contract with GRAEF-USA, INC. to provide Design Engineering Services for a Green Solutions parking lot in the Business Improvement District, for an amount not to exceed \$38,000.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee
14. [R-2023-0162](#) Resolution Approving an Agreement with MMSD to receive \$63,000 in funding through the MMSD Green Solutions Program for the installation of Trees in 2023.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee

15. [R-2023-0173](#) Resolution approving license agreement allowing farmers market to use Horace Mann Elementary School parking lot during certain events.
Recommendation: Adopt
16. [R-2023-0180](#) Resolution declaring several community events.
Recommendation: Adopt
Sponsors: Economic Development Committee
17. [2023-0126](#) Appointment of new agent, Benjamin Eli Kinn, for Aldi Inc (Wisconsin) d/b/a Aldi #10, 1712 S. 108th St.
Recommendation: Grant
18. [2023-0155](#) Class B Tavern Temporary Premise Extension request for O'Connor's Perfect Pint, 8421 W. Greenfield Ave. for a one day event to be held on March 17, 2023.
Recommendation: Grant
19. [2019-0625](#) Summons and Complaint in the matter of William Froemming vs. City of West Allis, et al., regarding a 42 USC Section 1983 claim, Case No. 19-C-0996.
Recommendation: Place on File
20. [2023-0143](#) Claim by Steven Brooks regarding property damage at 5300 W. Lincoln Ave. on January 20, 2023.
Recommendation: Refer to City Attorney
21. [2023-0144](#) Claim by Stacy Bishop regarding fee reimbursement for towed vehicle on February 10, 2023.
Recommendation: Refer to City Attorney
22. [2023-0145](#) Claim by Reid Seghers regarding personal injuries sustained at or near S. 84th St. on October 27, 2022.
Recommendation: Refer to City Attorney
23. [2023-0173](#) Claim by Gaige Grosskreutz to amend complaint and Jury Demand
Recommendation: Place on File
24. [2023-0174](#) Communication from Health Commissioner regarding the National Environmental Health Association (NEHA)-Food and Drug Administration (FDA) grant award and acceptance.
Recommendation: Approve
25. [2023-0175](#) Communication from the Health Commissioner regarding the National Council on Aging (NCOA) grant award and acceptance.
Recommendation: Approve

26. [2023-0178](#) Appointment by Mayor Devine of Darren Rausch and Jamie Arneson to the Library Board for a three-year term to expire March 6, 2026.

Recommendation: Approve

27. [2023-0179](#) Appointment by Mayor Devine of Marissa Nowling and Rory Modlinski to the Historical Commission for a five-year term to expire March 6, 2028.

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

28. [R-2023-0186](#) Resolution authorizing the purchase of 25 Badger Books and printers, 5 additional printers, 10 upgraded routers and 3 power bricks from PDS, a Converge Company, for a total net sum of \$53,867.10.

Recommendation: Adopt

Sponsors: Administration Committee

PUBLIC WORKS COMMITTEE

29. [2023-0138](#) February 7, 2023 Public Works Committee Minutes.

Recommendation: Approve

30. [R-2023-0136](#) Resolution to vacate a part of the alley north of the 7400 Block of W. Greenfield Ave.

Recommendation: Adopt

Sponsors: Public Works Committee

31. [R-2023-0154](#) Resolution Approving an Agreement with MMSD to receive \$198,050 in funding through the MMSD Green Solutions Program for the installation of Green Infrastructure on the 2023 Alley Project.

Recommendation: Adopt

Sponsors: Public Works Committee

ECONOMIC DEVELOPMENT COMMITTEE

32. [R-2023-0172](#) Resolution to approve a conditional use permit for a community living arrangement for up to 12 persons at 1467 S. 75th St.
Recommendation: Adopt
33. [R-2023-0181](#) Resolution to allocate \$30,000 of Tax Increment District Number Nine (Pioneer Neighborhood) affordable housing funds for the demolition of 1329 S. 73rd St.
Recommendation: Adopt
Sponsors: Economic Development Committee
34. [R-2023-0187](#) Resolution to approve the purchase of 52** West Burnham Street (Tax Key No. 474-0002-001) from Milwaukee County.
Recommendation: Adopt
35. [2023-0128](#) New Class B Beer / Class C Wine License application for The Bread Pedalers LLC, d/b/a The Bread Pedalers, 1436 S. 92nd St. Agent: Samantha Schneider. (ALC 23 1)
36. [2023-0129](#) New Class B Tavern License application for Talia's Event Venue LLC, d/b/a Talia's Event Venue, 7423 W. Greenfield Ave. Agent: Jarice Taliaferro. (ALC 23 2)
37. [2023-0130](#) New Class B Tavern License application for Flying Unicorn LLC, d/b/a The Thirsty Cactus Saloon, 6108 W. Burnham Ave. Agent: Craig Silber. (ALC 23 4)
38. [2023-0160](#) Comprehensive Planning 2045 discussion.
Recommendation: Place on File
Sponsors: Economic Development Committee

Public Hearing Items (Economic Development Committee)

39. [O-2023-0011](#) Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.
Recommendation: Conduct hearing and place on hold.
Sponsors: Economic Development Committee
40. [R-2023-0117](#) Resolution for a Conditional Use Permit for Healium, a proposed Instruction/Training use, at 6675 W. National Ave.
Sponsors: Economic Development Committee
41. [R-2023-0118](#) Resolution for a Conditional Use Permit for Dunham Auto Sales, a proposed Light Motor Vehicle Sales (indoor) use, at 6047 W. Beloit Rd.
Sponsors: Economic Development Committee

42. [R-2023-0119](#) Resolution for a Conditional Use Permit for Chase Bank, a proposed Neighborhood Service with accessory drive-through service at, 2678 S. 108th St.

Sponsors: Economic Development Committee

43. [R-2023-0147](#) Resolution for Conditional Use Permit for Fire Cycle Fitness, a proposed Instruction/Training (16 or more persons at one time) use, at 1468 S. 84th St.

Sponsors: Economic Development Committee

44. [R-2023-0179](#) Resolution to approve the vacation and discontinuance of a portion of public right of way near S. 92nd St. and W. Cleveland Ave.

Sponsors: Public Safety Committee and Alderperson Lajsic

PUBLIC SAFETY COMMITTEE

45. [2022-1134](#) New Class D Operator (Bartender) Application for Marco Morra.
(Second appearance)
46. [2023-0036](#) New Class D Operator (Bartender) Application for Brittany Reed.
(Second appearance)
47. [2023-0061](#) New Class D Operator (Bartender) Application for Tracy Beauchamp.
(Second appearance)
48. [2023-0106](#) New Class D Operator (Bartender) Application for Delayne Applin.
(Second appearance)
49. [2023-0127](#) Discussion regarding the streamlining and establishing guidelines for processing extension of premises applications for Class B establishments.
50. [2023-0159](#) Class B Tavern Seasonal Temporary Premise Extension request for Paulie's Pub, 8031 W. Greenfield Avenue, from May 26, 2023 through September 17, 2023. (TEMP 23 3)
51. [2023-0177](#) Summons and Complaint in the matter of complaint against Bug N Out, 5630 W. Lincoln Avenue. Agent: Amy Thompson.

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
ORDINANCE O-2023-0011**

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

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

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

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

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

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

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

AMENDMENT

19.01 Zoning Map

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

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

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



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

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

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

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

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

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

NONDISCRIMINATION STATEMENT

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

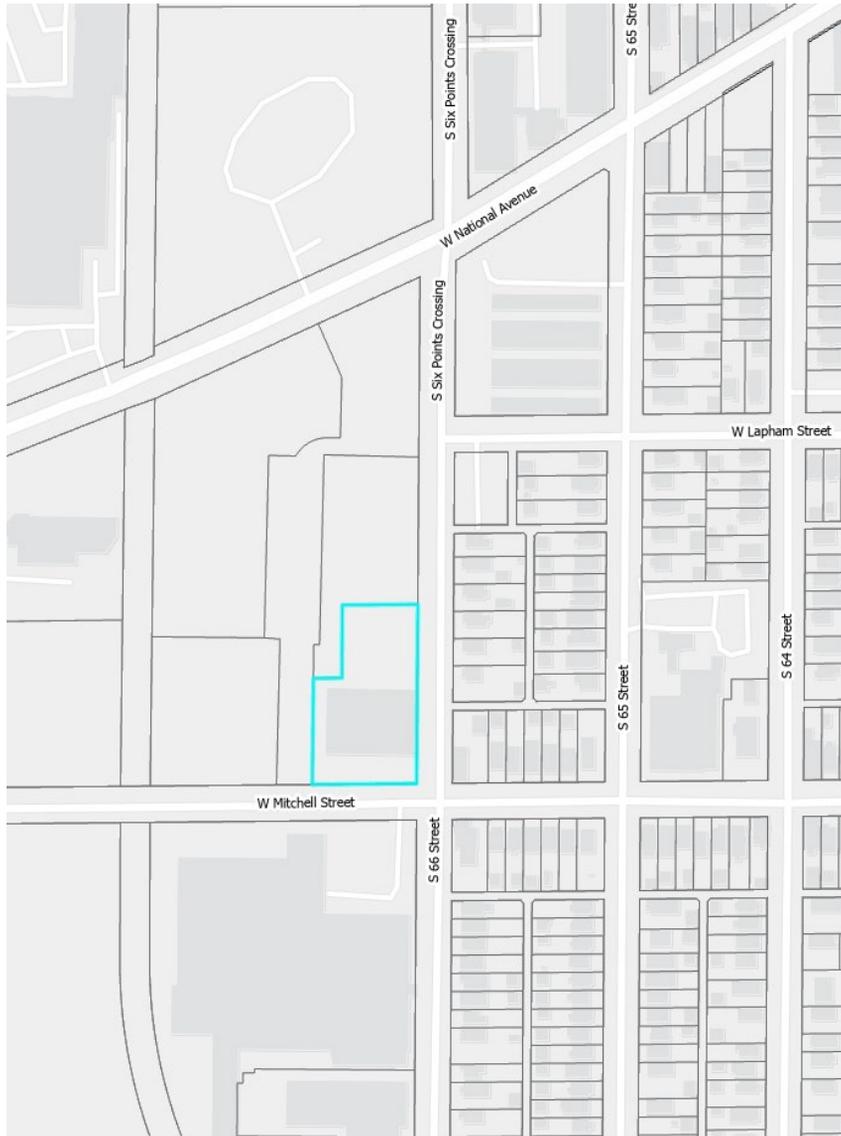
AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

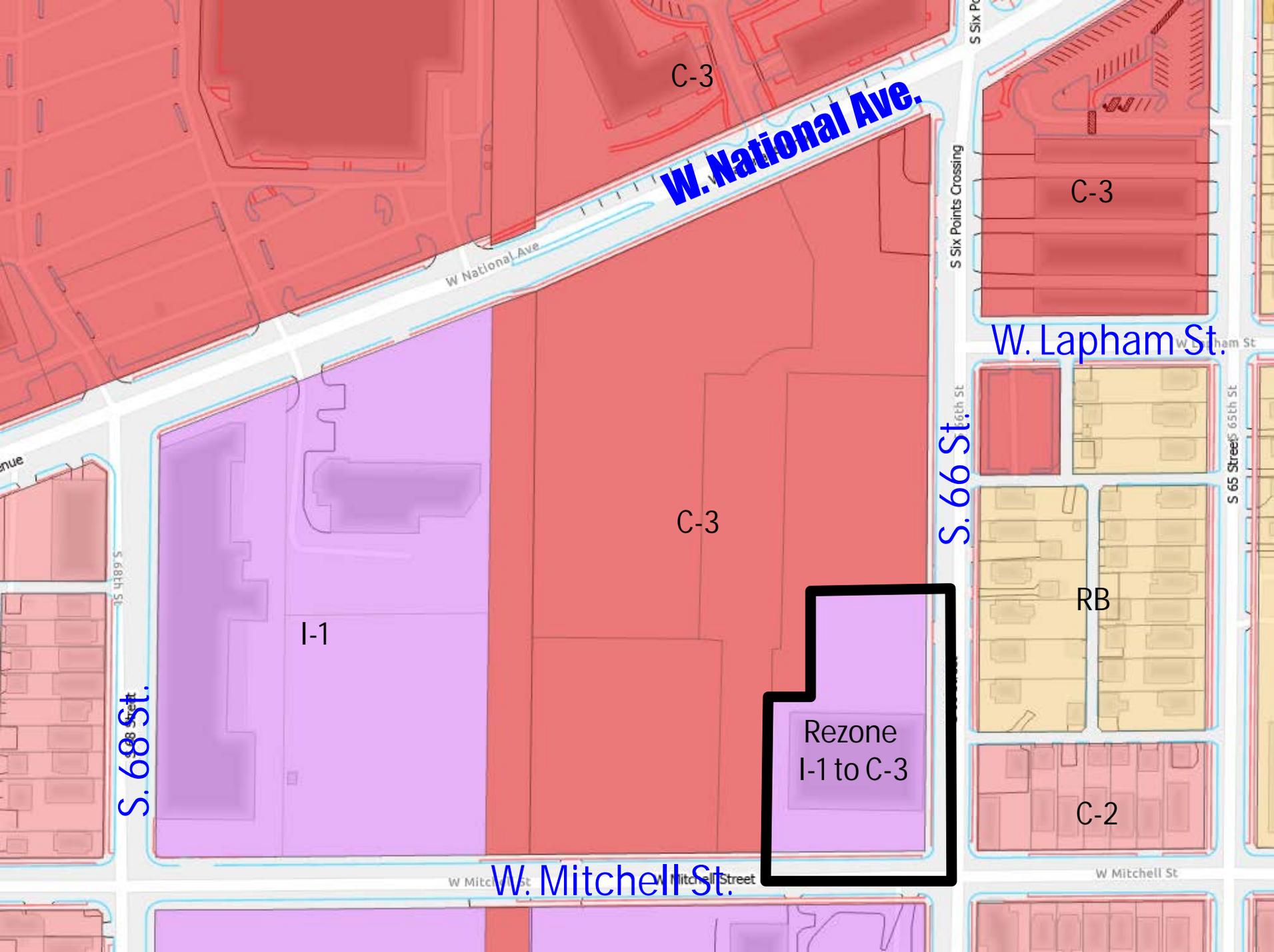
It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs,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

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



Legend

- Parcel
- Structure
- Project Area



Proposed Rezoning
 6604-6620 W. MITCHELL ST.
 (454-0254-002)



From I-1 to C-3

Zoning Legend

Zoning_Layers

Zoning by Parcel

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



**CITY OF WEST ALLIS
RESOLUTION R-2023-0117**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR HEALIUM, A
PROPOSED INSTRUCTION/TRAINING USE, AT 6675 W. NATIONAL AVE.**

WHEREAS, Angie Tabrizi of Mandel Group Inc., LLC has applied for a conditional use permit pursuant to WAMC 19.14 to establish an Instruction/Training use for 16 or more persons at one time; and

WHEREAS, after due notice, a public hearing was held by the Common Council on March 7, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and

WHEREAS, the Common Council finds the following facts and information directly pertain to the requirements and conditions an applicant must meet to obtain this conditional use permit:

1. The applicant has offices at 301 E. Erie St., Milwaukee, WI, 53202.
2. The applicant's company owns the subject property located at 6675 W. National Ave., West Allis, Wisconsin.
3. The applicant proposes to establish an Instruction/Training use for 16 or more persons at one time at that subject property.
4. The subject property is zoned C-3.
5. The use of this property as an Instruction/Training (16 or more persons at one time) is a Conditional Use.
6. Adjacent properties are zoned and developed for commercial use.

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the application for a conditional use permit for the subject property is granted, subject to all of the requirements and conditions, which are reasonable, measurable, related to the purpose of the zoning code, and based on substantial evidence:

1. Duration. This conditional use permit shall expire if the approved use is discontinued for a period of 12 months
2. Transfer. This conditional use permit is transferrable to another person.
3. Renewal. This conditional use permit is not renewable if it expires.
4. Site, Landscaping, Screening and Architectural Plans. The permittee shall maintain the property consistent with the Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on January 25, 2023. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.
5. Code Compliance. The property shall be maintained in compliance with all applicable federal, state, and local laws.
6. Refuse Collection. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building and removed during daytime hours only on a regular basis by a commercial waste disposal service.
7. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries or creates a nuisance.

SECTION 1: **ADOPTION** “R-2023-0117” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0117(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



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

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

Conditional Use Permit for Healum, a proposed Instruction/Training (16 or more persons at one time) use, at 6675 W. National Ave.

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

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

Dated at West Allis, Wisconsin, this February 6, 2023
City Clerk
PUBLISH: February 10, 2023 and February 17, 2023
R-2023-0117

NONDISCRIMINATION STATEMENT

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

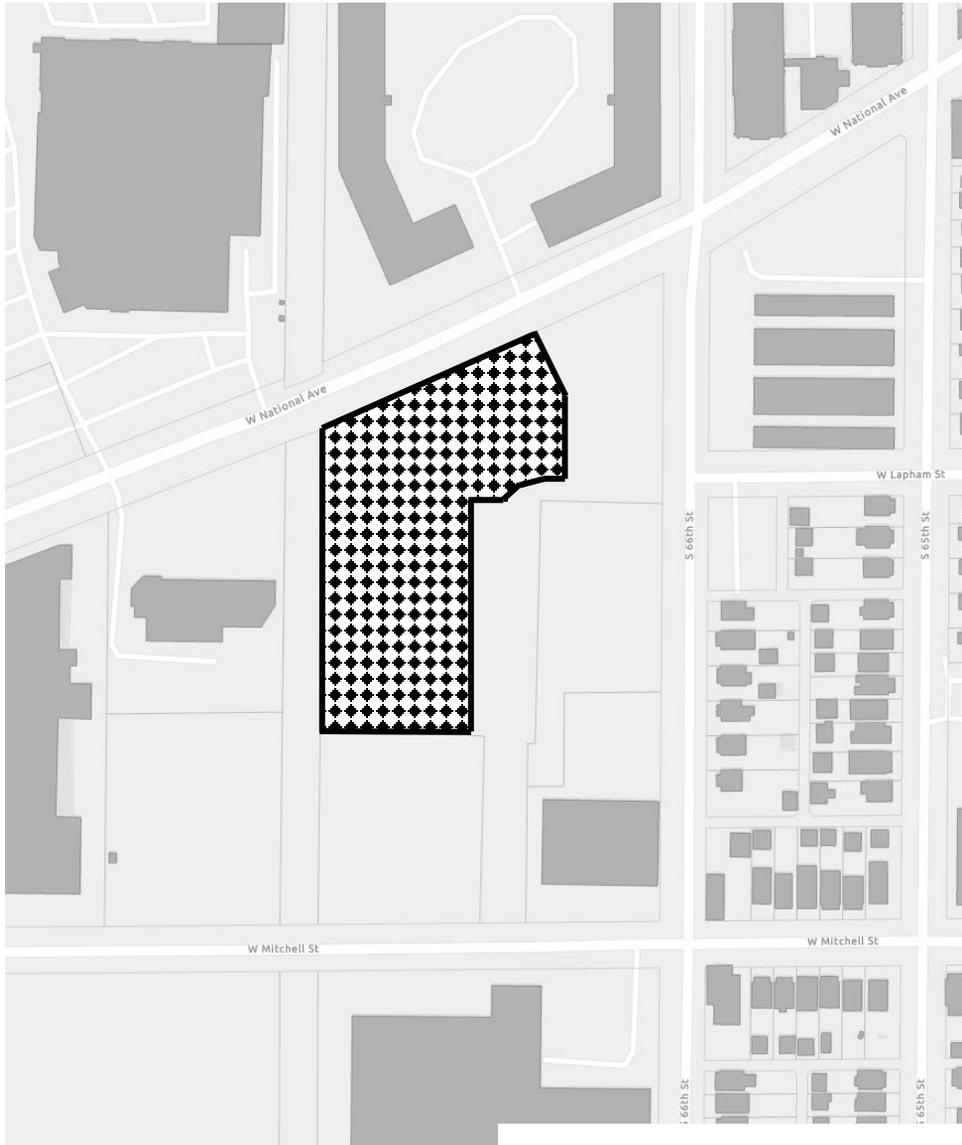
AMERICANS WITH DISABILITIES ACT NOTICE

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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

Conditional Use Permit for Healium, a proposed Instruction/Training (16 or more persons at one time) use, at 6675 W. National Ave.



Legend

- Parcel
- Structure
- Project Area

**CITY OF WEST ALLIS
RESOLUTION R-2023-0118**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR DUNHAM AUTO
SALES, A PROPOSED LIGHT MOTOR VEHICLE SALES (INDOOR) USE, AT 6047
W. BELOIT RD.**

WHEREAS, Tom Dunham of Dunham 6047, LLC has applied for a conditional use permit pursuant to WAMC 19.14 to establish Light Motor Vehicle Sales (indoor); and

WHEREAS, after due notice, a public hearing was held by the Common Council on March 7, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and

WHEREAS, the Common Council finds the following facts and information directly pertain to the requirements and conditions an applicant must meet to obtain this conditional use permit:

1. The applicant has offices at 6047 W. Beloit Rd., West Allis, WI, 53219.
2. The applicant owns the subject property located at 6047 W. Beloit Rd., West Allis, Wisconsin.
3. The applicant proposes to establish a Light Motor Vehicle Sales (indoor) use at that subject property.
4. The subject property is zoned I-1.
5. The use of this property as Light Motor Vehicle Sales (indoor) is a Conditional Use.
6. Adjacent properties are zoned and developed for industrial use.

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the application for a conditional use permit for the subject property is granted, subject to all of the requirements and conditions, which are reasonable, measurable, related to the purpose of the zoning code, and based on substantial evidence:

1. Duration. This conditional use permit shall expire if the approved use is discontinued for a period of 12 months
2. Transfer. This conditional use permit is not transferrable to any other person.
3. Renewal. This conditional use permit is not renewable if it expires.
4. Site, Landscaping, Screening and Architectural Plans. The permittee shall maintain the property consistent with the Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on February 22, 2023, including but not limited to improvements be made including new landscaping and the creation of a new 4-sided refuse enclosure. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.
5. Code Compliance. The property shall be maintained in compliance with all applicable federal, state, and local laws.
6. Capacity Limitation. No more than 5 vehicles may be for sale at one time.
7. Location. Vehicles for sale shall not be stored outdoors.
8. Refuse Collection. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building and removed during daytime hours only on a regular basis by a commercial waste disposal service.
9. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries or creates a nuisance.

SECTION 1: **ADOPTION** “R-2023-0118” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0118(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday March 7, 2023, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the: Conditional Use Permit for Dunham Auto Sales, a proposed Light Motor Vehicle Sales (indoor) use, at 6047 W. Beloit Rd. Additional project information, comments or questions or concerns can be addressed by mailing planning@westalliswi.gov or calling 414-302-8460. You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location. Dated at West Allis, Wisconsin, this February 6, 2023 City Clerk PUBLISH: February 10, 2023 and February 17, 2023 R-2023-0118

**CITY OF WEST ALLIS
RESOLUTION R-2023-0119**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR CHASE BANK, A
PROPOSED NEIGHBORHOOD SERVICE WITH ACCESSORY DRIVE- THROUGH
SERVICE USE, AT 2678 S. 108TH ST.**

WHEREAS, Terron Wright of The Architects Partnership, Ltd., d.b.a. Chase Bank has applied for a conditional use permit pursuant to WAMC 19.14 to establish a proposed neighborhood service with accessory drive-through service; and

WHEREAS, after due notice, a public hearing was held by the Common Council on March 7, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and

WHEREAS, the Common Council finds the following facts and information directly pertain to the requirements and conditions an applicant must meet to obtain this conditional use permit:

1. The applicant has offices at 200 S. Michigan Ave. #1020, Chicago, IL, 60604.
2. The applicant is doing business as the owner of the subject property located at 2678 S. 108th St., West Allis, Wisconsin.
3. The applicant proposes to establish a Neighborhood Service with accessory drive- through service use at that subject property.
4. The subject property is zoned C-4.
5. The use of this property as Neighborhood Service with accessory drive-through service is a Conditional Use.
6. Adjacent properties are zoned and developed for commercial use.

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the application for a conditional use permit for the subject property is granted, subject to all of the requirements and conditions, which are reasonable, measurable, related to the purpose of the zoning code, and based on substantial evidence:

1. Duration. This conditional use permit shall expire if the approved use is discontinued for a period of 12 months
2. Transfer. This conditional use permit is transferrable to any other person.
3. Renewal. This conditional use permit is not renewable if it expires.
4. Site, Landscaping, Screening and Architectural Plans. The permittee shall maintain the property consistent with the Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on January 25, 2023, including but not limited to improvements be made including new landscaping and signage upon the site and building. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.
5. Code Compliance. The property shall be maintained in compliance with all applicable federal, state, and local laws.
6. Refuse Collection. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building and removed during daytime hours only on a regular basis by a commercial waste disposal service.
7. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries or creates a nuisance.

SECTION 1: **ADOPTION** “R-2023-0119” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0119(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



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

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

Conditional Use Permit for Chase Bank, a proposed Neighborhood Service with accessory drive-through service at, 2678 S. 108th St.

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

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

Dated at West Allis, Wisconsin, this February 6, 2023
City Clerk
PUBLISH: February 10, 2023 and February 17, 2023
R-2023-0119

NONDISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

Conditional Use Permit for Chase Bank, a proposed Neighborhood Service with accessory drive-through service, at 2678 S. 108th St.



Legend

- Parcel
- Structure
- Project Area

**CITY OF WEST ALLIS
RESOLUTION R-2023-0147**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR FIRE CYCLE FITNESS,
A PROPOSED INSTRUCTION/TRAINING USE, AT 1482 S. 84TH ST.**

WHEREAS, David Curtis of Fire Cycle Fitness has applied for a conditional use permit pursuant to WAMC 19.14 to establish an Instruction/Training use for 16 or more persons at one time; and

WHEREAS, after due notice, a public hearing was held by the Common Council on March 7, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and

WHEREAS, the Common Council finds the following facts and information directly pertain to the requirements and conditions an applicant must meet to obtain this conditional use permit:

1. The applicant has offices at 634 S 104th St., West Allis, WI, 53214.
2. The applicant's company owns the subject property located at 1482 S. 84th St., West Allis, Wisconsin.
3. The applicant proposes to establish an Instruction/Training use for 16 or more persons at one time on the ground floor of the commercial tenant space, at a maximum of 3,369 square feet, at that subject property.
4. 16 or more persons at one time located in the ground floor commercial space at that subject property.
5. The subject property is zoned C-3.
6. The use of this property as an Instruction/Training (16 or more persons at one time) is a Conditional Use.
7. Adjacent properties are zoned and developed for commercial use.

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the application for a conditional use permit for the subject property is granted, subject to all of the requirements and conditions, which are reasonable, measurable, related to the purpose of the zoning code, and based on substantial evidence:

1. Duration. This conditional use permit shall expire if the approved use is discontinued for a period of 12 months
2. Transfer. This conditional use permit is transferrable to another person.
3. Renewal. This conditional use permit is not renewable if it expires.
4. Site, Landscaping, Screening and Architectural Plans. The permittee shall maintain the property consistent with the Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on February 22, 2023. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.
5. Code Compliance. The property shall be maintained in compliance with all applicable federal, state, and local laws.
6. Refuse Collection. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building and removed during daytime hours only on a regular basis by a commercial waste disposal service.
7. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries or creates a nuisance.

SECTION 1: **ADOPTION** “R-2023-0147” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0147(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
March 7, 2023 at 7:00 PM**

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

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on March 7, 2023 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following:

Conditional Use Permit for Fire Cycle Fitness, a proposed Instruction/Training (16 or more persons at one time) use, at 1468 S. 84th St.

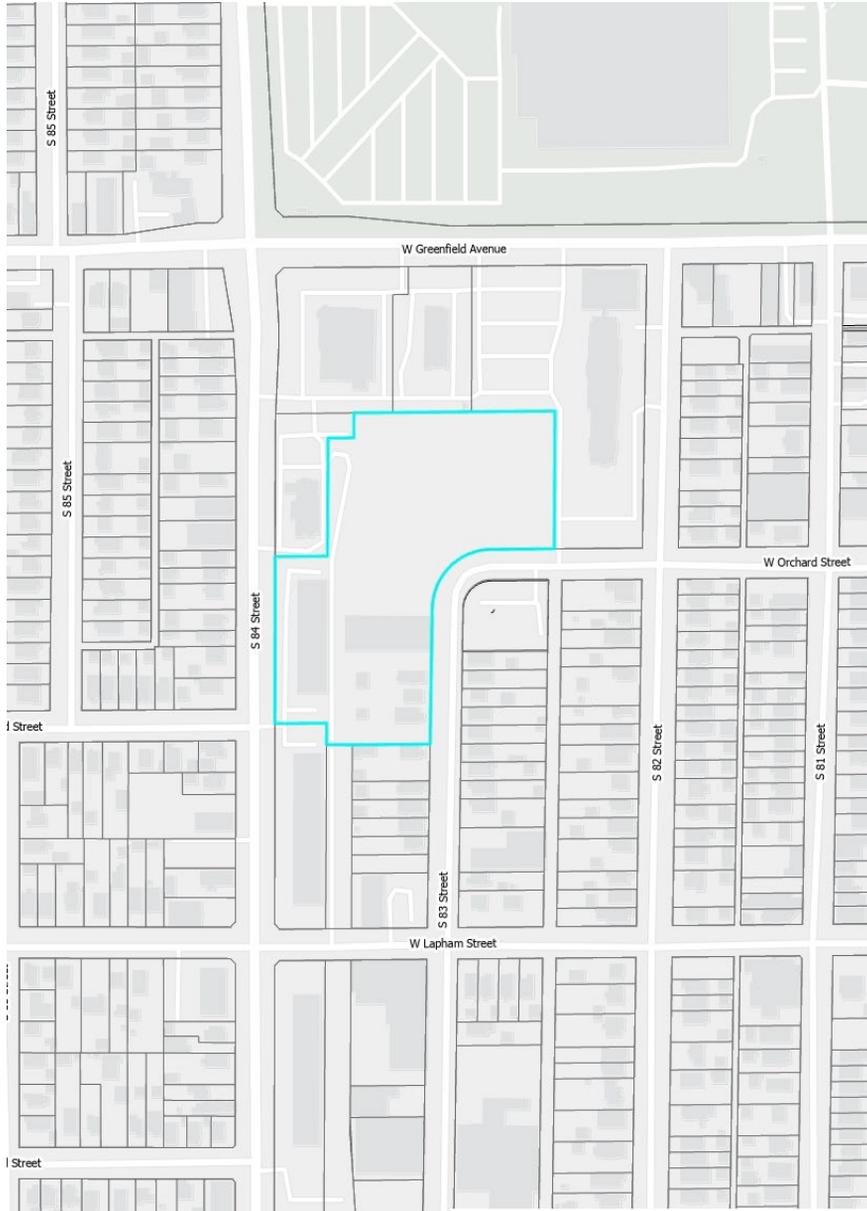
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and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

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

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

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.

Conditional Use Permit for Fire Cycle Fitness, a proposed Instruction/Training (16 or more persons at one time) use, at 1468 S. 84th St.



Legend

- Parcel
- Structure
- Project Area

**CITY OF WEST ALLIS
RESOLUTION R-2023-0179**

**RESOLUTION TO APPROVE THE VACATION AND DISCONTINUANCE OF A
PORTION OF PUBLIC RIGHT OF WAY NEAR S. 92ND ST. AND W. CLEVELAND
AVE.**

WHEREAS, the public interest requires that request that a portion of City right-of-way shown and described on Exhibit A map (Y-1201) of the City of West Engineering Department dated December 28, 2022, which is attached for reference, be considered for vacation and discontinuance; and,

WHEREAS, the reason to vacate is to assemble lands for private ownership. This is a small portion of right of way, of about 20x118-ft along S. 92 St. and about 315-ft along W. Cleveland Ave. (width varying between 30-ft and 50-ft). The beginning and the end are within proximity as measured from the corner of 9131 W. Cleveland Ave. The properties abutting the subject area include: 9131 W Cleveland Ave., 9119-21 W. Cleveland Ave. and 9109-11 W. Cleveland Ave. Said property owners will be sent notice of the public hearing.

WHEREAS, a resolution introducing said request was presented to the Common Council of the City of West Allis on January 10, 2023. Notice of Pendency of the resolution to vacate the aforesaid portion of right-of-way was filed with the Register of Deeds of Milwaukee County on January 19, 2023; and,

WHEREAS, a class 3 notice and personal service were served to abutting landowners at least 30 days before a public hearing on March 7. The city has received no objections to date. Any abutting owner may object to discontinuance by filing a written objection; it would then take a 2/3 vote by the council to override that objection.

NOW THEREFORE, BE IT RESOLVED, that the notice of hearing, for the Vacation and Discontinuance of a portion of City right-of-way near S. 92 St. and W. Cleveland Ave. abutting frontages along 9131 W Cleveland Ave., 9119-21 W. Cleveland Ave. and 9109-11 W. Cleveland Ave. was presented to the City Plan Commission on January 25, 2023. A Class 3 notice published in the official City newspaper on February 10, 17, 24, 2023. A hearing scheduled before the Common Council on March 7, 2023 at 7:00 p.m. or as soon thereafter as the matter may be heard; that a copy of the aforesaid Notice was mailed more than thirty (30) days prior to the Hearing in the manner prescribed by the law on the owners of all of the frontage of the lots and lands abutting upon the said portion of a street proposed to be discontinued.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that the Notice of Hearing, for the Vacation and Discontinuance of a portion of unimproved City right-of-way shown and described on Exhibit A map (Y-1201) of the City of West Engineering Department dated December 28, 2022, which is attached for reference, be vacated and discontinued.

SECTION 1: **ADOPTION** “R-2023-0179” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0179(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



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

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

**VACATION AND DISCONTINUANCE OF PORTIONS OF PUBLIC RIGHT OF WAY NEAR
S. 92ND ST. AND W. CLEVELAND AVE.**

Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414-302-8466.

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

The City has begun a process for consideration to vacate and discontinue a portion public right of way near the southeast corner of the intersection of S. 92nd St. and W. Cleveland Ave., shown and legally described and identified as a map exhibit of the City of West Allis Engineering Department file no. Y-1201, which is attached hereto and incorporated within this notice.

A resolution (R-2023-0013) introducing said request was presented to the Common Council of the City of West Allis on January 10, 2023.

Prior to the public hearing scheduled on March 7, 2023, State Statutes requires publishing a class 3 notice and personal service on abutting landowners at least 30 days before a public hearing or, if they can't be personally served, the notice needs to be mailed to them at least 30 days ahead of time.

Any abutting owner can object to discontinuance by filing a written objection; it would then take a 2/3 vote by the council to override that objection. Should the Council decide to vacate this portion of unimproved public right-of-way, the abutting property owners would receive an abutting portion of land.

Dated at West Allis, Wisconsin, this January 19, 2023

City Clerk

PUBLISH: February 10, 17, 24, 2023

NONDISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

55'

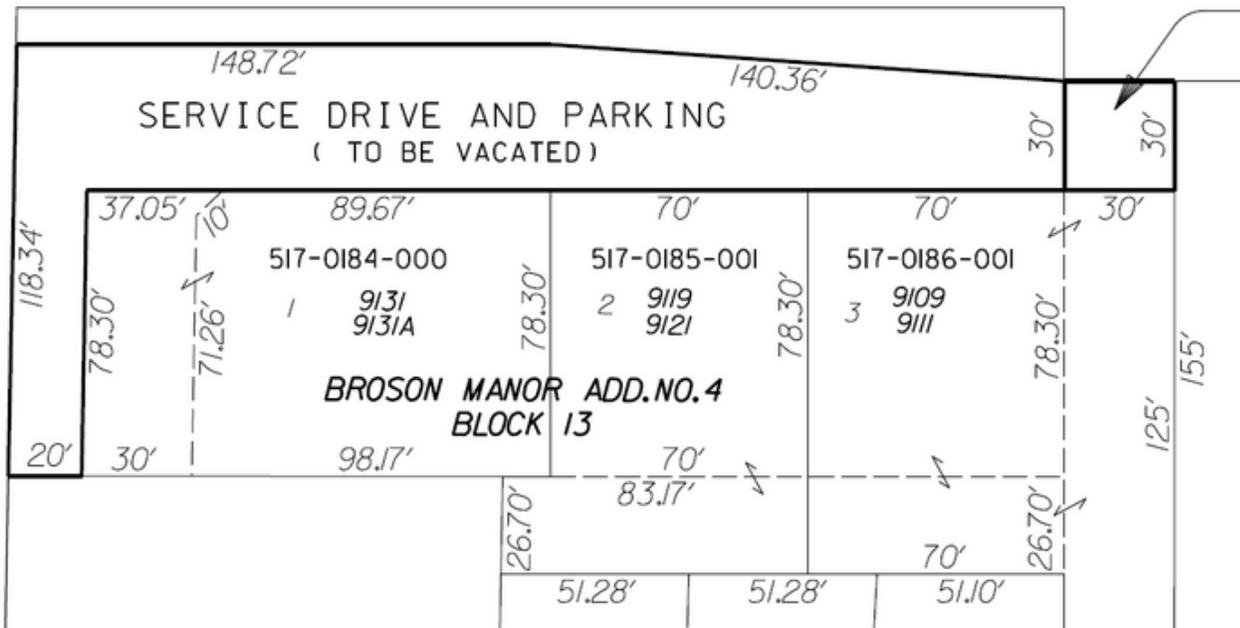
SOUTH 92nd STREET

45'

WEST CLEVELAND AVENUE

65'

**STREET ROW
(TO BE VACATED)**



DESCRIPTION & LOCATION

Part of the public service drive and parking adjacent to Lots 1, 2 and 3 in Broson Manor Addition No. 4, Block 13, and part of the street right-of-way adjacent to the service drive and parking, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin.



DOCUMENT NO.	REEL	IMAGE	ACQUIRED
SCALE 1"=40'	QTR. SEC. NO. 517	City of West Allis Engineering Department	
DRAWN BY L.K.	CHECKED BY	SERVICE DRIVE AND PARKING VACATION South of W. Cleveland Avenue Between S. 91st St. and S. 92nd St.	
DESCRIPTION BY L.K.		APPROVED: ASSISTANT CITY ENGINEER	
SURVEY		DATE 12-28-22	FILE NO. Y-1201
RELOC. ORDER		KEY NO.	P.W.D. FILE NO.





City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Alderperson Thomas G. Lajsic, Council President

Alderpersons: Suzzette Grisham, Kevin Haass, Danna Kuehn, Thomas G. Lajsic, Rosalie L. Reinke, Daniel J. Roadt, Tracy Stefanski, Ray Turner, Vincent Vitale, and Martin J. Weigel

Tuesday, February 7, 2023

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

Present 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

Ald. Vitale participated via telephone.

C. PLEDGE OF ALLEGIANCE

Led by Ald. Vitale.

D. PUBLIC HEARING

1. [R-2023-0047](#) Resolution to confirm and adopt the report of the Interim City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

Rob Hutter, Interim City Engineer presented.

Public Comments:

**David Hoover, 954 S. 61st St. questioned if the dead-end part of the road will be replaced and if so, will the laterals will be replaced?*

**Richard Kaczor, 6510 W. Beloit Rd. asked if any state funds will be helping pay for this project.*

**Julianne Boerner, 1324 S. 61st St. how long has this project been planned for and why wasn't anyone notified about it. She suggested adding an article to the newsletter of where to go online if you want to see if any projects that are in your area.*

**Andrew Hurst, 1029 S. 57th St. his garage borders 60th St. and has a driveway that needs to be torn up. Will that mean he can't park in his garage and if so, for how long? Concerned about his 100-year old house's foundation issues.*

**Kelly Matis, 2043 S. 59th St. concerned about how the additional traffic going through the alley will be addressed. Asked if the contractors are from Wisconsin or out of state.*

**Alex Koehler, 1100 S. 61st St. Has a picture of the sidewalk that floods and if removal/replacement of trees will be included in the project. The tree trunk is damaging the road, and the branches overhanging his house is causing damage.*

**Elisa Lopez, 1316 S. 61st St. received an estimate that states it is not a bill and asked if this is a close estimate to what she will actually pay. Also, asked how it will be paid for, all at once or installments. Had sewage backup in the basement before and hopes this improvement will prevent any backups. Is the funding is what it is or are there any grants the City is looking for.*

**Brent Perkins, 1121 S. 61st St. he could do this project himself for much less than \$4,000. Asked where his property tax money went the last 16 years.*

**Patrick Rohr, 5824 W. Pierce St. concerned about seven-foot approach to his driveway which is less than what he has now; would like it to be the same.*

**Ben Lawler, 5843 W. Washington St. has a shared driveway with neighbor, how does he know how much each property will owe.*

**Nari Guild, 5901 W. Beloit Rd. his bill is estimated at \$19,000, understands this needs to be done, but is there any way to get a higher contribution so property owners don't have to pay this higher rate.*

E. CITIZEN PARTICIPATION

**Matt Pietz, 2457 S. 63rd St. last weekend his neighbor shot off fireworks. He and Ald. Grisham spoke about fireworks before this last incident. State Statutes state any municipality can require people to obtain a permit and the Public Safety Committee should work on that.*

**Eliza Lopez, 1369 S. 61st St. house next door is owned by an LLC and was helping the elderly man living there keep up the house, and now they are not doing that, who can she talk to?*

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

G. MAYOR'S REPORT

Mayor Devine asked everyone to take a moment to remember Officer Peter Jurgen.

H. ALDERPERSON'S REPORT

Ald. Reinke thanked the Youth Commission for coming and enjoying having them at the meeting. There is a lot to learn about government and you are our next generation. She encouraged them to participate as much as they can. Also received a call from a resident asking her to publicly thank DPW for their immediate help with a driveway approach issue.

I. APPROVAL OF MINUTES

- 2. [2023-0038](#) January 10, 2023 Common Council Minutes.

Ald. Lajsic moved to approve, Ald. Stefanski seconded, motion carried.

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Consent Vote

Ald. Roadt moved to refer item #9 back to the Public Safety Committee, Ald. Haass seconded, motion carried by roll call vote:

Aye: 6 - Vitale, Weigel, Haass, Reinke, Roadt and Turner
Nay: 4 - Grisham, Kuehn, Lajsic and Stefanski

Ald. Lajsic moved to approve the Consent Agenda, items #3 - #8 and #10 - #34, Ald. Reinke seconded, motion carried by roll call vote:

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel
No: 0

- 3. [O-2023-0003](#) Ordinance to rescind parking restrictions on the north side of W. Hayes Ave. from S. 107th St. to the alley west of S. 107th St.

Sponsors: Alderperson Haass, Public Works Committee and Alderperson Reinke

Passed

- 4. [O-2023-0005](#) Ordinance adjusting start time for minor snow emergency parking from 10PM to Midnight.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Passed

- 5. [O-2023-0006](#) Ordinance to rename, eliminate, and reclassify positions with wage and salary adjustments.

Sponsors: Alderperson Haass

Passed

- 6. [O-2023-0007](#) Ordinance to adopt parking restrictions on both sides of W. Schlinger Ave. from S. 98th St. to S. 100th St.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Passed

7. [R-2023-0053](#) Resolution to accept the proposals of various nurseries for furnishing and delivering 597 trees for spring planting for a total net sum of \$63,020.
- Sponsors:** Public Works Committee
- Adopted**
8. [R-2023-0067](#) Resolution to approve an opioid bankruptcy memorandum of understanding.
- Adopted**
10. [R-2023-0095](#) Resolution to create policy and procedure for bilingual premium pay.
- Sponsors:** Alderperson Haass
- Adopted**
11. [R-2023-0098](#) Resolution relating to authorizing the execution of a contract with HCC for stop loss coverage for the plan year from March 1, 2023, to February 29, 2024.
- Adopted**
12. [R-2023-0102](#) Resolution accepting work of Globe Contractors, Inc. and authorizing and directing settlement of said contract in accordance with contract terms of 2021 Project No. 5 for final payment in the amount of \$4,000.
- Sponsors:** Public Works Committee
- Adopted**
13. [R-2023-0103](#) Resolution accepting work of MP Systems, Inc. and authorizing and directing settlement of said contract in accordance with contract terms of 2021 Project No. 9 for final payment in the amount of \$500.
- Sponsors:** Public Works Committee
- Adopted**
14. [R-2023-0104](#) Resolution accepting work of LaLonde Contractors, Inc. and authorizing and directing settlement of said contract in accordance with contract terms of 2021 Project No. 3 for final payment in the amount of \$1,000.
- Sponsors:** Public Works Committee
- Adopted**
15. [R-2023-0105](#) Resolution to accept the proposal of Complete Landscape Supply, providing Emerald Ash insecticide treatment, for a total net sum of \$40,870.40.
- Sponsors:** Public Works Committee
- Adopted**

16. [R-2023-0106](#) Resolution accepting work of Musson Bros, Inc. and authorizing and directing settlement of said contract in accordance with contract terms of 2021 Project No. 18 for final payment in the amount of \$500.
- Sponsors:** Public Works Committee
- Adopted**
17. [R-2023-0109](#) Resolution Amending Engineering Fee Schedule - February 2023.
- Adopted**
18. [R-2023-0110](#) Resolution authorizing the Manager of Planning and Zoning to enter into a professional services agreement with Community Planning and Development Advisors, LLC.
- Sponsors:** Economic Development Committee
- Adopted**
19. [R-2023-0112](#) Resolution authorizing and directing the Interim City Engineer to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of W. National Ave. from S. 95th St. to S. 108th St.
- Sponsors:** Public Works Committee
- Adopted**
20. [R-2023-0113](#) Resolution to facilitate the purchase of 480 96-gallon garbage carts and 100 96-gallon recycling carts in the amount of \$33,698.
- Sponsors:** Public Works Committee
- Adopted**
21. [2022-1094](#) New Class D Operator (Bartender) Application for Alisha Mokwinski. Previously scheduled due to police report; incorrect record attached to application. Applicant has no record.
- Granted**
22. [2023-0040](#) Claim by Ashlee Estrada regarding property damage at Highway 100 on November 13, 2022.
- Referred to City Attorney**
23. [2023-0050](#) Claim by McDonalds's Restaurants of Wisconsin regarding property damage at 8301 W. Greenfield Ave. on November 9, 2022.
- Referred to City Attorney**
24. [2023-0053](#) Claim by Judy Miller regarding property damage at 5620 W. Beloit Rd. on June 1, 2022.
- Referred to City Attorney**
25. [2023-0063](#) December 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$67,101.49.

Placed on File

26. [2023-0073](#) Appointment by Mayor Devine of Kimberlee Grob, Andrea Kopan and Sarah Lange to the Events Committee for a two-year term to expire January 26, 2025.

Approved

27. [2023-0103](#) Appointment by Mayor Devine of Nick Maniaci as the Health Department Representative to the Farmer's Market Committee for a two-year term to expire February 7, 2025.

Approved

28. [2023-0104](#) Finance Director/Comptroller submitting report for January 2023 indicating City of West Allis checks issued in the amount of \$4,564,855.07.

Placed on File

29. [2023-0108](#) Claim by Assessment Reduction Services, LLC on behalf of Aimbridge Hospitality for recovery of unlawful taxes for a portion of 2022 Personal Property Taxes.

Referred to City Attorney

30. [2023-0109](#) Claim by Assessment Reduction Services, LLC on behalf of Roaring Fork LLC for recovery of unlawful taxes for a portion of 2022 Personal Property Taxes.

Referred to City Attorney

31. [2023-0110](#) Claim by Assessment Reduction Services, LLC on behalf of Aria at Mitchell Manor LLC for recovery of unlawful taxes for a portion of 2022 Personal Property Taxes.

Referred to City Attorney

32. [2023-0120](#) Appointment by Mayor Devine of Ald. Ray Turner to the Board of Health, term to expire January 1, 2024 and re-appointments by Mayor Devine of Kime Abduli, Rick Bassler and Kara Witty to the Fair Housing Board for a three-year term to expire February 7, 2026.

Approved

33. [2023-0121](#) Re-appointment by Mayor Devine of Rossie Manka to the Plan Commission as Alternate #2 for a three-year term to expire February 7, 2026.

Approved

- 34. [2023-0042](#) Class B Tavern Seasonal Temporary Premise and Public Entertainment Extension request for Joe Lynch, d/b/a Lynch's, 2300 S. 108th St. for outdoor dining with entertainment/music from May 1, 2023 to September 24, 2023. (TEMP 23 1)

Sent to Public Safety Committee

- 9. [R-2023-0086](#) Resolution to assign existing licensee matters to the Public Safety Committee Amending Policy # 301.

Adopt

L. COMMON COUNCIL RECESS

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

The Council recessed at 7:58 p.m. and returned at 9:08 p.m.

Roll Call was taken and the following were present:

Present 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale and Weigel

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

Passed The Block Vote

Ald. Haass moved to approve the actions on items #35 & #36, motion carried by roll call vote:

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

No: 0

- 35. [R-2023-0093](#) Resolution approving the Summary of Negotiated Settlement between the City of West Allis and the West Allis Professional Fire Fighters' Association, Local 342, for 2022-2025.

Committee Action:

Ald. Vitale moved to adopt, Ald. Lajsic seconded, motion carried.

Council Action: Adopted

- 36. [O-2023-0010](#) An ordinance to establish the salaries for certain officers and employees in the fire Department for 2022, 2023, 2024, and 2025.

Sponsors: Alderperson Haass

Committee Action:

Ald. Kuehn moved to pass, Ald. Lajsic seconded, motion carried.

Council Action: Passed

37. [2023-0057](#) Claim by CRG Investments regarding liquor license suspension at 8900 W. Greenfield Ave.

Committee Action:

Ald. Kuehn moved to recess at 8:05 p.m., Ald. Lajsic seconded, motion carried.

Administration Committee re-convened at 8:44 p.m.

Ald. Lajsic moved to convene into closed session at 8:45 p.m., Ald. Weigel seconded, motion carried.

Ald. Kuehn moved to re-convene into open session at 8:58 p.m., Ald. Weigel seconded, motion carried.

Ald. Kuehn moved to adjourn at 8:58 p.m. Ald. Lajsic seconded, motion carried.

Council Action: Held

PUBLIC WORKS COMMITTEE

Passed The Block Vote

Ald. Roadt moved to approve the action on items #38 & #39, motion carried by roll call vote:

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

No: 0

38. [R-2023-0047](#) Resolution to confirm and adopt the report of the Interim City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

Committee Action:

Ald. Grisham moved to adopt, Ald. Stefanski seconded, motion carried

Council Action: Adopted

39. [R-2023-0048](#) Final Resolution authorizing public improvement for various streets by concrete reconstruction and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Committee Action:

Ald. Grisham moved to adopt, Ald. Reinke seconded, motion carried

Council Action: Adopted

40. [2023-0107](#) Discussion regarding vacating the alley located on the north side of the 7400 Block of W. Greenfield Ave.

Committee Action:

Ald. Grisham moved to recess at 8:33 p.m. Ald. Reinke seconded, motion carried.

Public Works Committee reconvened at 9:00 p.m..

Ald. Stefanski moved to adjourn at 9:00 p.m., Ald. Grisham seconded motion carried.

Council Action: No Action Taken

ECONOMIC DEVELOPMENT COMMITTEE

Passed The Block Vote

Ald. Lajsic moved to approve the action on items #41 & #42, motion carried by roll call vote:

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

No: 0

41. [R-2023-0111](#) Resolution to approve the dissolution of Tax Incremental District Number Five (Six Points Farmers Market).

Sponsors: Economic Development Committee

Committee Action:

Ald. Haass moved to adopt, Ald. Vitale seconded, motion carried.

Council Action: Adopted

42. [2023-0101](#) Communication from Economic Development Executive Director Patrick Schloss regarding Planning, Economic Development and Housing Annual Dashboard.

Sponsors: Economic Development Committee

Committee Action:

Ald. Kuehn moved to place on file, Ald. Haass seconded, motion carried.

Ald. Kuehn moved to adjourn at 8:43 p.m. Ald. Haass seconded, motion carried.

Council Action: Placed on File

PUBLIC SAFETY COMMITTEE

Passed The Block Vote

Ald. Grisham moved to approve the action on items #34 and #43 - #48, motion carried by roll call vote:

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

No: 0

43. [2022-1093](#) New Class D Operator (Bartender) Application for Steven Parise.
(Third appearance)
Committee Action:
Ald. Stefanski moved to deny due to non-appearance and police record, Ald. Roadt seconded, motion carried.
Council Action: Denied
44. [2022-1134](#) New Class D Operator (Bartender) Application for Marco Morra.
(Second appearance)
Committee Action:
Ald. Grisham moved to hold until applicant completes rehabilitation, Ald. Reinke seconded, motion carried.
Council Action: Held
45. [2023-0033](#) Renewal Class D Operator (Bartender) Application for Teresa Rowe-Weasler.
(First appearance)
**This is a renewal, not a new license.*
Committee Action:
Ald. Stefanski moved to grant, Ald. Roadt seconded, motion carried.
Council Action: Granted
46. [2023-0036](#) New Class D Operator (Bartender) Application for Brittany Reed.
(Second appearance)
Committee Action:
Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried.
Council Action: Held
47. [2023-0061](#) New Class D Operator (Bartender) Application for Tracy Beauchamp.
(Second appearance)
Committee Action:
Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried.
Council Action: Held
48. [2023-0106](#) New Class D Operator (Bartender) Application for Delayne Applin.
(Second appearance)
Committee Action:
Ald. Stefanski moved to hold, Ald. Reinke seconded, motion carried.
Meeting adjourned at 9:08 p.m.
Council Action: Held

- 34. [2023-0042](#) Class B Tavern Seasonal Temporary Premise and Public Entertainment Extension request for Joe Lynch, d/b/a Lynch's, 2300 S. 108th St. for outdoor dining with entertainment/music from May 1, 2023 to September 24, 2023. (TEMP 23 1)

Committee Action:

Ald. Grisham moved to grant subject to the following conditions: Seasonal Extension from Memorial Day to Labor Day, and September 18 or 23 for a golf outing. Ald. Stefanski seconded, motion carried.

Ald. Stefanski moved to adjourn at 8:31 p.m. Ald. Turner seconded, motion carried.

Council Action: Granted with Conditions

Aye: 9 - Grisham, Haass, Kuehn, Lajsic, Reinke, Stefanski, Turner, Vitale, and Weigel

No: 1 - Roadt

- 9. [R-2023-0086](#) Resolution to assign existing licensee matters to the Public Safety Committee Amending Policy # 301.

Committee Action:

Ald. Grisham moved to adopt , Ald. Stefanski seconded, motion carried with one nay by Ald. Roadt.

Ald. Stefanski moved to adjourn at 8:31 p.m., Ald. Turner seconded, motion carried.

Council Action Approved

Aye: 9 - Grisham, Haass, Kuehn, Lajsic, Reinke, Stefanski, Turner, Vitale, and Weigel

No: 1 - Roadt

N. ADJOURNMENT

Ald. Lajsic moved to adjourn at 9:15 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is March 7, 2023 at 7:00 p.m.

YouTube Meeting Links for February 7, 2023:

Common Council Part 1
<https://www.youtube.com/watch?v=4t9-tmiMEdo>

Recess - Administration & Economic Development
<https://www.youtube.com/watch?v=TL4DYSXbC2Y>

Recess - Public Works & Public Safety Part 1
<https://www.youtube.com/watch?v=GUGQqXUeyfg>

Recess - Public Works & Public Safety Part 2
<https://www.youtube.com/watch?v=YJ201o4LuJY>

Common Council Part 2

https://www.youtube.com/watch?v=ytB8UP_O9EA



All meetings of the {bdName} 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

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

Alderspersons: Suzzette Grisham, Kevin Haass, Danna Kuehn, Thomas G. Lajsic, Rosalie L. Reinke, Daniel J. Roadt, Tracy Stefanski, Ray Turner, Vincent Vitale, and Martin J. Weigel

Thursday, February 23, 2023

4:00 PM

Virtual - Microsoft Teams Meeting

Join on your computer or mobile app

<https://bit.ly/3ErQFeC>

Meeting ID: 219 992 208 738

Passcode: F9KpEP

VIRTUAL MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 4:02 p.m.

B. ROLL CALL

Present 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

Others Present: Rob Hudder and Richard Pfaff

Ald. Vitale joined at 4:03 p.m.

C. NEW AND PREVIOUS MATTERS

1. [2023-0154](#) Appointment of Ms. Melinda Dejewski for the position of City Engineer.

Ald. Lajsic moved to approve, Ald. Grisham seconded, motion carried unanimously.

Aye: 9 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, and Weigel

No: 0

2. [R-2023-0161](#) Resolution relative to the approval of the Employment Contract for the position of City Engineer for Melinda Dejewski.

Ald. Lajsic moved to adopt, Ald. Kuehn seconded, motion carried unanimously.

Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Turner, Vitale, and Weigel

No: 0

D. ADJOURNMENT

Ald. Lajsic moved to adjourn at 4:05 p.m., Ald. Grisham seconded, motion carried.



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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-2023-0014**

**ORDINANCE TO CREATE PUBLIC HEALTH SPECIALIST COORDINATOR AND
COMMUNITY HEALTH REGISTERED DIETICIAN POSITIONS**

AMENDING SALARY SCHEDULE

WHEREAS, the city desires to create additional positions to promote retention and recruitment of high-quality city employees;

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

Public Health Specialist Coordinator (Exempt Grade J) is created.

Community Health Registered Dietitian (Exempt Grade I) is created.

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

AMENDMENT

Salary Schedule

1. Establishment
 - a. Compensation Paid. City employees and officers shall receive compensation based on the salary schedule in this ordinance, the terms of an employment contract, or the terms of a collective bargaining agreement.
 - b. Residency Defined. If an employee or officer's compensation is based that person being a City resident, residency shall be determined based upon the same factors as domicile or legal residence is determined for Wisconsin state income tax purposes.
2. Automatic Cost of Living Adjustments. This salary schedule does not include an automatic adjustment for personnel in conformity with fluctuations upwards and downwards in the cost of living.
3. Employee and Appointed Officer Salaries. Each City employee and officer who holds a position recognized within the salary schedule below shall receive compensation within the range assigned to the salary grade for that employee's or officer's position.

Start Date	End Date	Salary Schedule	Ordinance
<u>3/7/23</u>	<u>None</u>	<u>Link</u>	<u>O-2023-0014</u>

1/8/23	3/6/23 None	Link	O-2023-0006 O-2022-0167
10/16/22	1/7/23	Link	O-2022-0149
9/18/22	10/15/22	Link	O-2022-0140
9/4/22	9/17/22	Link	O-2022-0128
7/12/22	9/3/22	Link	O-2022-0107
6/7/22	7/11/22	Link	O-2022-0090
5/3/22	6/6/22	Link	O-2022-0084
4/19/22	5/2/22	Link	O-2022-0075
4/7/22	4/18/22	Link	O-2022-0047
2/2/22	4/6/22	Link	O-2022-0036
1/11/22	2/1/22	Link	O-2022-0012
10/3/21	1/10/22	Link	O-2021-0076
7/13/21	10/2/21	Link	O-2021-0051
6/15/21	7/12/21	Link	O-2021-0049
6/1/21	6/14/21	Link	O-2021-0042
3/2/21	5/31/21	Link	O-2021-0022
2/2/21	3/1/21	Link	
12/15/20	2/1/21	Link	O-2020-0058
10/18/20	12/17/20	Link	
9/1/20	10/17/20	Link	
3/17/20	8/31/20	Link	
3/3/20	3/16/20	Link	
1/7/20	3/2/20	Link	
8/6/19	1/6/20	Link	
3/19/19	8/5/19	Link	
10/16/18	3/18/19	Link	
10/2/18	10/15/18	Link	
6/19/18	10/1/18	Link	

4/17/18	6/18/18	Link	
3/6/18	4/16/18	Link	
1/14/18	3/5/18	Link	

4. Elected Officer Salaries. Elected officers shall receive annual salaries as indicated in this subsection. Salaries for elected officers shall be paid in biweekly payments in the same manner as employees and appointed officers.

a. Alderperson

Date	Annual Salary
Effective 4/21/2020	\$10,000
Effective 1/1/2021	\$10,200
Effective 1/1/2022	\$10,400
Effective 1/1/2023	\$10,600
Effective 1/1/2024	\$10,800

b. Mayor

Date	Annual Salary
Effective 4/21/2020	\$73,583.75
Effective 4/20/2021	\$75,791.26
Effective 4/19/2022	\$78,065.00
Effective 4/18/2023	\$80,406.95

c. Municipal Judge

Date	Annual Salary
Effective 5/1/2019	\$69,603.82

5. Hourly Employee Pay Rates. Each City employee who holds a position recognized below shall receive compensation within the range assigned but shall not receive benefits. The rates assigned to any position shall increase by 5% if the employee is a City resident.

Position	Minimum Hourly Pay	Maximum Hourly Pay
Children's Program Care Provider	\$10.00	\$14.71
Code Enforcement Part-Time Inspector	\$24.51	\$29.41
Co-Facilitator (WISH)	\$25.00	\$30.00
Co-op/Intern/Temporary Seasonal Laborer	\$12.00	\$20.00
Community Service Officer	\$11.76	\$14.71
Lead Library Page	\$12.00	\$17.00
Library Page	\$10.00	\$12.00
Market Attendant	\$17.56	\$24.08
Neighborhood Partnership Specialist	\$18.00	\$23.00
Part-Time Cleaner	\$17.00	\$21.00
Police Background Investigator	\$24.51	\$29.41

6. Election Official Pay Rates. Any person who is appointed as an election official under Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:
- a. \$125.00 per full day of work on election day as an inspector. The city clerk may authorize up to \$50.00 in additional pay for meeting performance metrics established by the city clerk.
 - b. \$150.00 per full day of work on election day as an assistant chief inspector. The city clerk may authorize up to \$75.00 in additional pay for meeting performance metrics established by the city clerk.
 - c. \$175.00 per full day of work on election day as a chief inspector of a polling place. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
 - d. \$25.00 for attending an instructional meeting prior to election day.
 - e. \$15.00 per hour for any of the following:
 - i. training prior to election day.
 - ii. working as a special voting deputy under Wis. Stat. 6.875.
 - f. \$350.00 per full day of work on election day as chief inspector of the location canvassing absentee ballots under Wis. Stat. 7.52. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
7. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

[Fire Department Salary Schedule - Effective 1/1/22-12/31/25 \(Link\)](#)
[Fire Department Salary Schedule - Effective 4/5/20-12/31/21 \(Link\)](#)

Wis. Stat. 7.03, 62.09(6), 66.0507, 755.04

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on March 7, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of West Allis

 Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS SALARY SCHEDULE

Effective March 7, 2023

Grade	NON-RESIDENT							
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max

Grade	RESIDENT (+5.00%)							
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max

FLSA EXEMPT

R	108,555.20	111,654.40	114,753.60	117,852.80	120,952.00	124,051.20	▶	148,865.60
	4,175.20	4,294.40	4,413.60	4,532.80	4,652.00	4,771.20		5,725.60
	52.19	53.68	55.17	56.66	58.15	59.64		71.57

	113,984.00	117,228.80	120,494.40	123,739.20	127,004.80	130,249.60	▶	156,312.00
	4,384.00	4,508.80	4,634.40	4,759.20	4,884.80	5,009.60		6,012.00
	54.80	56.36	57.93	59.49	61.06	62.62		75.15

Assistant City Administrator/Talent & Strategy Dir.	Finance Director
City Attorney	Fire Chief*
City Engineer	Health Commissioner/City Sealer
Director of Public Works	Police Chief*

Q	99,528.00	102,356.80	105,206.40	108,056.00	110,884.80	113,734.40	▶	136,489.60
	3,828.00	3,936.80	4,046.40	4,156.00	4,264.80	4,374.40		5,249.60
	47.85	49.21	50.58	51.95	53.31	54.68		65.62

	104,499.20	107,473.60	110,468.80	113,464.00	116,438.40	119,412.80	▶	143,312.00
	4,019.20	4,133.60	4,248.80	4,364.00	4,478.40	4,592.80		5,512.00
	50.24	51.67	53.11	54.55	55.98	57.41		68.90

Assistant Fire Chief**	Deputy Police Chief - Support Services**
Deputy Police Chief - Operations**	Director of Information Technology

P	95,014.40	97,718.40	100,443.20	103,147.20	105,872.00	108,576.00	▶	130,291.20
	3,654.40	3,758.40	3,863.20	3,967.20	4,072.00	4,176.00		5,011.20
	45.68	46.98	48.29	49.59	50.90	52.20		62.64

	99,756.80	102,606.40	105,456.00	108,305.60	111,176.00	114,004.80	▶	136,801.60
	3,836.80	3,946.40	4,056.00	4,165.60	4,276.00	4,384.80		5,261.60
	47.96	49.33	50.70	52.07	53.45	54.81		65.77

Code Enforcement Director	Library Director
Director of Communications	Deputy City Attorney

O	90,500.80	93,080.00	95,659.20	98,238.40	100,838.40	103,417.60	▶	124,092.80
	3,480.80	3,580.00	3,679.20	3,778.40	3,878.40	3,977.60		4,772.80
	43.51	44.75	45.99	47.23	48.48	49.72		59.66

	95,035.20	97,739.20	100,443.20	103,147.20	105,872.00	108,596.80	▶	130,291.20
	3,655.20	3,759.20	3,863.20	3,967.20	4,072.00	4,176.80		5,011.20
	45.69	46.99	48.29	49.59	50.90	52.21		62.64

Captain (Police)**

N	85,987.20	88,441.60	90,896.00	93,350.40	95,804.80	98,259.20	▶	117,915.20
	3,307.20	3,401.60	3,496.00	3,590.40	3,684.80	3,779.20		4,535.20
	41.34	42.52	43.70	44.88	46.06	47.24		56.69

	90,292.80	92,872.00	95,451.20	98,009.60	100,588.80	103,168.00	▶	123,801.60
	3,472.80	3,572.00	3,671.20	3,769.60	3,868.80	3,968.00		4,761.60
	43.41	44.65	45.89	47.12	48.36	49.60		59.52

Assistant City Engineer	Deputy Finance Director
Assistant Director of Public Works	Deputy Fire Chief **
Battalion Chief**	Deputy Health Commissioner
City Assessor	Lieutenant (Police)**
City Treasurer	

M	81,473.60	83,803.20	86,132.80	88,462.40	90,792.00	93,121.60	▶	111,737.60
	3,133.60	3,223.20	3,312.80	3,402.40	3,492.00	3,581.60		4,297.60
	39.17	40.29	41.41	42.53	43.65	44.77		53.72

	85,550.40	87,984.00	90,438.40	92,892.80	95,326.40	97,780.80	▶	117,332.80
	3,290.40	3,384.00	3,478.40	3,572.80	3,666.40	3,760.80		4,512.80
	41.13	42.30	43.48	44.66	45.83	47.01		56.41

None

* Annual Holiday Allowance Additional

^ Compression Adjustment

CITY OF WEST ALLIS SALARY SCHEDULE

Effective March 7, 2023

NON-RESIDENT								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
L	76,960.00	79,164.80	81,369.60	83,574.40	85,758.40	87,963.20	▶	105,560.00
	2,960.00	3,044.80	3,129.60	3,214.40	3,298.40	3,383.20		4,060.00
	37.00	38.06	39.12	40.18	41.23	42.29		50.75

RESIDENT (+5.00%)								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
	80,808.00	83,116.80	85,446.40	87,755.20	90,043.20	92,352.00	▶	110,843.20
	3,108.00	3,196.80	3,286.40	3,375.20	3,463.20	3,552.00		4,263.20
	38.85	39.96	41.08	42.19	43.29	44.40		53.29

Deputy City Clerk
 Economic Development Executive Director
 Library Manager
 Manager of Planning & Zoning

Network and Security Administrator
 Principal Assistant City Attorney
 Principal Engineer
 WIC Program Director

K	72,446.40	74,505.60	76,585.60	78,644.80	80,724.80	82,784.00	▶	99,340.80
	2,786.40	2,865.60	2,945.60	3,024.80	3,104.80	3,184.00		3,820.80
	34.83	35.82	36.82	37.81	38.81	39.80		47.76

	76,065.60	78,228.80	80,412.80	82,576.00	84,760.00	86,923.20	▶	104,312.00
	2,925.60	3,008.80	3,092.80	3,176.00	3,260.00	3,343.20		4,012.00
	36.57	37.61	38.66	39.70	40.75	41.79		50.15

Adult Services & Circulation Supervisor
 Business Manager
 Cataloging & Technical Processing Librarian
 Communications Manager
 Community Engagement Coordinator
 Development Project Manager
 Electrical Maintenance Superintendent
 Environmentalist Team Lead
 Facilities Superintendent
 Fleet Services Superintendent

Forestry & Grounds Superintendent
 Lead Project Nutritionist
 Lead Public Health Nurse
 Municipal Court Administrator
 Professional Engineer
 IT Supervisor
 Risk Manager
 Sanitation & Streets Superintendent
 Water Systems Superintendent

J	67,932.80	69,888.00	71,822.40	73,756.80	75,712.00	77,646.40	▶	93,184.00
	2,612.80	2,688.00	2,762.40	2,836.80	2,912.00	2,986.40		3,584.00
	32.66	33.60	34.53	35.46	36.40	37.33		44.80

	71,323.20	73,382.40	75,420.80	77,438.40	79,497.60	81,536.00	▶	97,843.20
	2,743.20	2,822.40	2,900.80	2,978.40	3,057.60	3,136.00		3,763.20
	34.29	35.28	36.26	37.23	38.22	39.20		47.04

Assistant City Attorney
 Children Services Supervisor
 Code Enforcement Officer - Supervisor
 Community Development Senior Planner
 Communications Strategist
 Deputy Treasurer/Senior Accountant
 Engineer & Professional Land Surveyor

Environmentalist Coordinator
 GIS Administrator
 HR Generalist - Lead
 Public Health Nurse Coordinator
Public Health Specialist Coordinator
 Senior Accountant
 Street & Sewer Supervisor

I	63,419.20	65,228.80	67,038.40	68,848.00	70,657.60	72,467.20	▶	86,964.80
	2,439.20	2,508.80	2,578.40	2,648.00	2,717.60	2,787.20		3,344.80
	30.49	31.36	32.23	33.10	33.97	34.84		41.81

	66,580.80	68,494.40	70,387.20	72,300.80	74,193.60	76,086.40	▶	91,312.00
	2,560.80	2,634.40	2,707.20	2,780.80	2,853.60	2,926.40		3,512.00
	32.01	32.93	33.84	34.76	35.67	36.58		43.90

Civil Engineer
 Communications Supervisor
Community Health Registered Dietitian
 Customer Service Administrator
 Customer Service Center Supervisor
 Database Administrator
 Environmentalist
 HR Generalist
 Lead Planner

Public Health Nurse
 Public Health Social Worker
 Public Health Specialist
 Sanitation Supervisor
 Senior Buyer
 Senior Center Coordinator
 Solutions Analyst
 Supply Chain Purchasing Manager

CITY OF WEST ALLIS SALARY SCHEDULE

Effective March 7, 2023

NON-RESIDENT								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
H	58,926.40	60,611.20	62,296.00	63,980.80	65,665.60	67,350.40	▶	80,828.80
	2,266.40	2,331.20	2,396.00	2,460.80	2,525.60	2,590.40		3,108.80
	28.33	29.14	29.95	30.76	31.57	32.38		38.86

RESIDENT (+5.00%)								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
	61,880.00	63,648.00	65,416.00	67,184.00	68,952.00	70,720.00	▶	84,864.00
	2,380.00	2,448.00	2,516.00	2,584.00	2,652.00	2,720.00		3,264.00
	29.75	30.60	31.45	32.30	33.15	34.00		40.80

Community Health Education Coordinator
Housing Coordinator

Librarian
Office Supervisor

G	54,392.00	55,952.00	57,512.00	59,072.00	60,611.20	62,171.20	▶	74,609.60
	2,092.00	2,152.00	2,212.00	2,272.00	2,331.20	2,391.20		2,869.60
	26.15	26.90	27.65	28.40	29.14	29.89		35.87

	57,116.80	58,760.00	60,382.40	62,025.60	63,648.00	65,270.40	▶	78,332.80
	2,196.80	2,260.00	2,322.40	2,385.60	2,448.00	2,510.40		3,012.80
	27.46	28.25	29.03	29.82	30.60	31.38		37.66

Accountant
Community Health Nutritionist

Economic Development Specialist

FLSA NON-EXEMPT

J	32.66	33.60	34.53	35.46	36.40	37.33	▶	44.80
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	34.29	35.28	36.26	37.23	38.22	39.20	▶	47.04
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Fleet Manager

Lead Electrical Mechanic

I	30.49	31.36	32.23	33.10	33.97	34.84	▶	41.81
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	32.01	32.93	33.84	34.76	35.67	36.58	▶	43.90
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Commercial Construction Inspector
Electrical Mechanic
Facility and Sign Specialist
Forestry and Grounds Specialist

Lead Equipment Mechanic
Plumber
Zoning Administrator and City Process Liaison

H	28.33	29.14	29.95	30.76	31.57	32.38	▶	38.86
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	29.75	30.60	31.45	32.30	33.15	34.00	▶	40.80
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Appraiser
Business Process Analyst
Crime Analyst
Engineering Technician - IT Systems
Engineering Technician - Traffic & Utilities

Equipment Mechanic II
PC Network Specialist
Residential Construction Inspector
Victim Advocate
Water Lead Person

G	26.15	26.90	27.65	28.40	29.14	29.89	▶	35.87
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	27.46	28.25	29.03	29.82	30.60	31.38	▶	37.66
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Assessment Technician
Boring Operator
Building Maintenance Technician
Dental Hygienist
Directional Boring Operator
Engineering Technician
Equipment Mechanic I

Equipment Operations Specialist
Graphic Design/Production Specialist
HVAC Technician
Maintainer
Planner
Tourism and Event Coordinator
Tradesperson - Carpenter

CITY OF WEST ALLIS SALARY SCHEDULE

Effective March 7, 2023

NON-RESIDENT									RESIDENT (+5.00%)								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%	87.5%	90%	92.5%	95%	97.5%	100%	High	120%	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max	
F	23.98	24.67	25.35	26.04	26.72	27.41	▶	32.89	25.18	25.90	26.62	27.34	28.06	28.78	▶	34.53	
	Associate Planner City Clerk Specialist Dispatcher Equipment Operator Housing Navigator Lead Clerk Records Unit Library Assistant				Maintenance Repairer Payroll Administrator Pumping Station Operator Rehabilitation Specialist Senior Video Producer Truck Driver - Lead												
E	21.81	22.44	23.06	23.68	24.31	24.93	▶	29.92	22.90	23.56	24.21	24.86	25.53	26.18	▶	31.42	
	Accounting Specialist Administrative Support Specialist Administrative Support Specialist - Police Body Came Arborist Assistant Pumping Station Operator Carpenter Communications Assistant Fleet Maintenance Technician Human Resources Specialist				Lead Library Technician Legal Secretary - Principal Municipal Court Clerk Code Enforcement Officer Painter PC Technician Property Room Technician Special Assessments Specialist Truck Driver												
D	19.64	20.21	20.77	21.33	21.89	22.45	▶	26.94	20.62	21.22	21.81	22.40	22.98	23.57	▶	28.29	
	Administrative Support Assistant Community Health Technician Deputy Registrar Environmental Technician Inventory Services Specialist				Legal Secretary - Senior Parking Control Operator Sign Painter Utility Locate Technician												
C	18.18	18.70	19.22	19.74	20.26	20.78	▶	24.94	19.09	19.64	20.18	20.73	21.27	21.82	▶	26.19	
	Circulation Services Representative Custodian/Janitor Laborer Library Technician				Municipal Court Assistant Park Attendant Water Meter Technician WIC Support Staff												
B	16.84	17.33	17.81	18.29	18.77	19.25	▶	23.10	17.68	18.20	18.70	19.20	19.71	20.21	▶	24.26	
	Clerical Assistant				Yard Attendant												
A	15.58	16.03	16.47	16.92	17.36	17.81	▶	21.37	16.36	16.83	17.29	17.77	18.23	18.70	▶	22.44	
	WIC Breastfeeding Peer Counselor																



**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
Tuesday, January 10, 2023
7:00 p.m.**

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday January 10, 2023 at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Conditional Use Permit for Lowe Properties, a proposed Community Living Arrangement (9 or more persons), to be located at 1467 S. 75 St.

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

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

Dated at West Allis, Wisconsin, this December 13, 2022

City Clerk

PUBLISH: December 23, 2022 and December 30, 2022

R-2022-0884

NONDISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

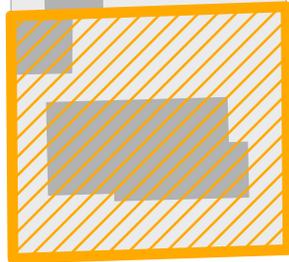
It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs,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

Conditional Use Permit for Lowe Properties, a proposed Community Living Arrangement (9 or more persons) to be located at 1467 S. 75 St.

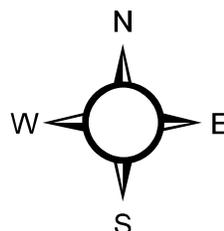
S. 76TH ST.

S. 75TH ST.

W. ORCHARD ST.



0 0.015 0.03 Miles



Legend

- Parcel
- Structure
- Project Ar⁶⁴

**CITY OF WEST ALLIS
RESOLUTION R-2022-0884**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR LOWE PROPERTIES, A
PROPOSED COMMUNITY LIVING ARRANGEMENT (9 OR MORE PERSONS),
AT 1467 S. 75TH ST.**

WHEREAS, Jamia Lowe of Lowe Properties, LLC, duly filed with the City Clerk an application for a conditional use permit; pursuant to Sec. 19.14 and 19.32 of the Revised Municipal Code of the City of West Allis, for a Massage Therapy use; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 10, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant has offices at 11114th W. Meadow Creek Dr., Milwaukee WI, 53224.
2. The applicant owns the property located at 1467 S. 75th St. The subject property is described as follows:

All the land of the owner being located in the Northwest ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Lots 11 thru 14 in Block 2 of the Baldwin-Cusick Subdivision.

2. The applicant proposes to establish a Community Living Arrangement (9 or more persons).
3. The aforesaid premises is zoned RB under the Zoning Ordinance of the City of West Allis, which permits Community Living Arrangements (9 or more persons) as a Conditional Use.
4. Adjacent properties are zoned and developed for residential use.
5. The use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Jamia Lowe, d/b/a Lowe Properties, LLC, for a proposed Community Living Arrangement (9 or more persons), to be located at 1467 S. 75th St. be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in 19.14 of the Revised Municipal Code, so as to permit the issuance of a conditional use permit as therein provided.

BE IT FURTHER RESOLVED that said conditional use permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans. The grant of this conditional use permit is subject to and conditioned upon:

a. Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on December 7, 2022. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.

b. Site improvements be made including fence repairs and the creation of a new 4-sided refuse enclosure.

2. Building Plans, Fire Codes and Licensing. The grant of this conditional use is subject to building plans, code being submitted to and approved by the Code Enforcement and Fire Departments. A State of WI/DHS Licensed facility.

3. Signage. Signage shall be permitted in compliance with the West Allis signage ordinance.

4. Operations. The Community Living Arrangement will serve 16 persons.

5. Deliveries and Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

6. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries. Lighting is subject to a photometric lighting plan being approved by the Plan Commission.

7. Expiration of conditional use permit. Any conditional Use approved by the Common Council shall lapse and become null and void 1 year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the conditional Use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application and shall

submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within 60 days of the expiration of the conditional Use permit;

D. The extension, if granted, shall be valid for a period of 6 months. If no building permit has been issued and construction has not commenced within 6 months from and after the extension has been granted, the conditional Use shall become null and void.

8. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 19.14 of the Revised Municipal Code; that the issuance of the conditional Use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The conditional use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 19.14 of the Revised Municipal Code.

9. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a conditional use within one year of the granting thereof, then the conditional use permit shall lapse and become null, and void and the applicant shall forfeit any right to use the property as conferred by the conditional use permit. The failure of the applicant to meet the terms and conditions of the conditional use permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Economic Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the conditional use permit has lapsed and become void, the applicant shall cease all operations at the property.

10. Termination of conditional Use. If the person or entity granted the conditional use violates, allows, or suffers the violation of the ordinances of the City of West Allis, the State of

Wisconsin or the United States on the premises covered by the conditional Use, then the conditional use may be terminated.

11. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the conditional use permit is conditioned on meeting the terms and conditions of this resolution.

Agent for Lowe Properties

City Clerk

SECTION 1: **ADOPTION** “R-2022-0884” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0884(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0884**

**RESOLUTION FOR A CONDITIONAL USE PERMIT FOR LOWE PROPERTIES, A
PROPOSED COMMUNITY LIVING ARRANGEMENT (9 OR MORE PERSONS), AT
1467 S. 75TH ST.**

WHEREAS, Jamia Lowe of Lowe Properties, LLC, duly filed with the City Clerk an application for a conditional use permit; pursuant to Sec. 19.14 and 19.32 of the Revised Municipal Code of the City of West Allis, for a Massage Therapy use; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on January 10, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant has offices at 11114th W. Meadow Creek Dr., Milwaukee WI, 53224.
2. The applicant owns the property located at 1467 S. 75th St. The subject property is described as follows:

All the land of the owner being located in the Northwest ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Lots 11 thru 14 in Block 2 of the Baldwin-Cusick Subdivision.

2. The applicant proposes to establish a Community Living Arrangement (9 or more persons).
3. The aforesaid premises is zoned RB under the Zoning Ordinance of the City of West Allis, which permits Community Living Arrangements (9 or more persons) as a Conditional Use.
4. Adjacent properties are zoned and developed for residential use.
5. The use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Jamia Lowe, d/b/a Lowe Properties, LLC, for a proposed Community Living Arrangement (9 or more persons), to be located at 1467 S. 75th St. be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of

certain conditions hereinafter set forth, reasonably satisfies the standards set forth in 19.14 of the Revised Municipal Code, so as to permit the issuance of a conditional use permit as therein provided.

BE IT FURTHER RESOLVED that said conditional use permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans. The grant of this conditional use permit is subject to and conditioned upon:

a. Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on December 7, 2022. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.

b. Site improvements be made including fence repairs and the creation of a new 4-sided refuse enclosure.

2. Building Plans, Fire Codes and Licensing. The grant of this conditional use is subject to building plans, code being submitted to and approved by the Code Enforcement and Fire Departments. A State of WI/DHS Licensed facility.

3. Signage. Signage shall be permitted in compliance with the West Allis signage ordinance.

4. Operations. The Community Living Arrangement will serve 16 persons.

5. Deliveries and Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

6. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries. Lighting is subject to a photometric lighting plan being approved by the Plan Commission.

7. Expiration of conditional use permit. Any conditional Use approved by the Common Council shall lapse and become null and void 1 year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the conditional Use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within 60 days of the expiration of the conditional Use permit;

D. The extension, if granted, shall be valid for a period of 6 months. If no building permit has been issued and construction has not commenced within 6 months from and after the extension has been granted, the conditional Use shall become null and void.

8. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 19.14 of the Revised Municipal Code; that the issuance of the conditional Use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The conditional use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 19.14 of the Revised Municipal Code.

9. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a conditional use within one year of the granting thereof, then the conditional use permit shall lapse and become null, and void and the applicant shall forfeit any right to use the property as conferred by the conditional use permit. The failure of the applicant to meet the terms and conditions of the conditional use permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Economic Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the conditional use permit has lapsed and become void, the applicant shall cease all operations at the property.

10. Termination of conditional Use. If the person or entity granted the conditional use violates, allows, or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the conditional Use, then the conditional use may be terminated.

11. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the conditional use permit is conditioned on meeting the terms and conditions of this resolution.

Agent for Lowe Properties

City Clerk

SECTION 1: **ADOPTION** “R-2022-0884” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0884(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JANUARY 10, 2023.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of West Allis



Dan Devine, Mayor, City Of West Allis



THE DAILY REPORTER

Affidavit of Publication

CITY OF WEST ALLIS NOTICE OF PUBLIC HEARING

Tuesday, January 10, 2023 at 7:00 p.m. NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday January 10, 2023 at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the Conditional Use Permit for Low Income Properties, a proposed Community Living Arrangement (9 or more persons), to be located at 1467 S. 75th St. Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414-302-8460. You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location. Dated this 13th day of December, 2022. Rebecca Grill, City Clerk. PUBLISH: December 23, 2022 and December 30, 2022.

To: CITY Of West Allis -
7525 W Greenfield Ave
West Allis, WI, 532144648

Re: Legal Notice 2459522

State of WI }
 } SS:
County of Milwaukee }

I, Amanda Mahlum, being duly sworn, depose and say: that I am the Authorized Designee of The Daily Reporter, a daily newspaper of general circulation in Milwaukee, County of Milwaukee, State of WI; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Daily Reporter once each day for 2 consecutive days; and that the date of the publication were as follows: 12/23/2022 and 12/30/2022.

Publishers fee: \$66.72

By:

Amanda Mahlum

Sworn to me on this 4th day of January
2023

By:



Russell Klingaman
Notary Public, State of WI
No. -
Qualified in Milwaukee County
My commission expires on December
31, 2023

2459522/12-23-30

**CITY OF WEST ALLIS
RESOLUTION R-2023-0046**

**RESOLUTION RELATIVE TO ACCEPTING THE PROPOSALS OF VARIOUS
NURSERIES FOR FURNISHING AND DELIVERING 597 TREES FOR SPRING
PLANTING FOR A TOTAL NET SUM OF \$63,020**

WHEREAS, The Purchasing Division has reported that it is duly advertised a request for proposal for various species of trees for the Public Works Department of the City of West Allis, that the proposals received as shown on the attached bid report were reasonable: and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposals hereinafter mentioned be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposals submitted by Acorn Farms for 183 trees at \$19,322.00, Chestnut Ridge for 68 trees at \$7,414.00, Kanakee for 72 trees at \$7,186.00, Leaves Inspried for 61 trees at \$5,822.00, Meacham for 16 trees at \$1,266.00, and Schichtel's for 197 trees at \$22,010.00, for 597 trees for a total net amount of \$63,020.00. The purchase of the trees is from the following accounts CDBG (220-7522-563-53-16) (project C23401) 288 trees at \$29,508.00, Forestry budget (100-4301-563-53-02) 288 trees at \$30,761.00 and Capital Improvements (350-6008-531-31-02) 21 trees at \$2,751.00 in accordance with City of West Allis RFP #22-011 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Purchasing Division be and is hereby authorized to enter into a contract for the aforesaid trees.

SECTION 1: **ADOPTION** "R-2023-0046" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0046(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Item #	QTY	Description	NEW QTY	Price	Low Bid	Total
1	4	Acer platanoides 'Columnare', Columnare Norway Maple, 1-1/2 – 1-3/4" BR	4	\$68.00	schichtel	\$272.00
2	1	Acer saccharum 'Autumn Fest' Autumn Fest Sugar Maple, 1-1/2 – 1-3/4" BR	1	\$92.00	schichtel	\$92.00
3	1	Acer saccharum 'Bailsta' Fall Fiesta Sugar Maple, 1-1/2 – 1-3/4" BR	1	\$73.00	acorn	\$73.00
4	1	Acer saccharum 'Barrett Cole' Apollo Sugar Maple, 1-1/2 – 1-3/4" BR	1	\$92.00	schichtel	\$92.00
5	1	Acer saccharum 'Endowment' Endowment Sugar Maple, 1-1/2 – 1-3/4" BR	1	\$92.00	schichtel	\$92.00
6	2	Acer saccharum 'Green Mountain' Green Mountain Sugar Maple, 1-1/2 – 1-3/4" BR	2	\$92.00	chestnut	\$184.00
7	3	Acer saccharum 'Legacy' Legacy Sugar Maple, 1-1/2 – 1-3/4" BR	3	\$90.00	acorn	\$270.00
8	1	Acer tataricum Tatarian Maple, 1-1/2 – 1-3/4" BR	1	\$74.00	schichtel	\$74.00
9	5	Acer truncatun x A.platanoides 'Warrenred', Pacific Sunset Hybrid Maple, 1-1/2 – 1-3/4" BR	5	\$78.00	schichtel	\$390.00
10	4	Aesculus x 'Homestead', Homestead Buckeye, 1-1/2 – 1-3/4" B&B	4	\$185.00	chestnut	\$740.00
11	4	Amelanchier arborea 'Autumn Brilliance' Autumn Brilliance Serviceberry 1-1/2-1-3/4" BR	4	\$99.00	chestnut	\$396.00
12	1	Amelanchier arborea 'Princess Diana' Princess Diana Serviceberry 1-1/2-1-3/4" BR	1	\$99.00	chestnut	\$99.00
13	1	Betula alleghaniensis, Yellow Birch, 1-1/2 - 1-3/4" B&B	1	\$145.00	chestnut	\$145.00
14	10	Betula nigra, River Birch, 1-1/2 - 1-3/4" BR	10	\$70.00	chestnut	\$700.00
15	8	Betula nigra, River Birch, 1-1/2 - 1-3/4" B&B, Cont. or grow bag	8	\$110.00	kankakee	\$880.00
16	4	Carya illinoensis, Pecan Tree, 1-1/2 – 1-3/4" B&B	4	\$172.00	schichtel	\$688.00

17	2	Carya ovata, Shagbark Hickory, 1-1/2 – 1-3/4" B&B	2	\$138.00	acorn	\$276.00
18	1	Catalpa bungei, 'Umbrella' Umbrella Catalpa, 1-1/2 – 1-3/4" CONT or B&B	1	\$176.00	schichtel	\$176.00
19	1	Catalpa speciosa, Northern Catalpa, 1-1/2 – 1-3/4" BR	1	\$87.00	chestnut	\$87.00
20	11	Celtis occidentalis, Hackberry, 1-1/2 - 1-3/4" BR	11	\$74.00	schichtel	\$814.00
21	13	Celtis occidentalis, Hackberry, 1-1/2 - 1-3/4" B&B, cont, or grow bag	13	\$88.00	acorn	\$1,144.00
22	4	Celtis occidentalis 'JFS-KSU1', Prairie Sentinel Hackberry, 1-1/2 – 1-3/4" B&B, cont, or grow bag	4	\$128.00	acorn	\$512.00
23	11	Cercidiphyllum japonicum, Katsura Tree, 1- 1/2 - 1-3/4" BR	11	\$96.00	schichtel	\$1,056.00
24	16	Cercidiphyllum japonicum, Katsura Tree, 1- 1/2 - 1-3/4" B&B, cont or grow bag	16	\$124.00	schichtel	\$1,984.00
25	3	Cladrastis kentukea, American Yellowwood, 1/2 - 1-3/4" B&B, cont or grow bag	3	\$88.00	acorn	\$264.00
26	2	Cornus mas 'Golden Glory', Golden Glory Corneliancherry Dogwood, 1-1/2 - 1- 3/4" BR	2	\$98.00	schichtel	\$196.00
27	2	Cornus mas 'Golden Glory', Golden Glory Corneliancherry Dogwood, 1-1/2 - 1- 3/4" B&B, cont or grow bag	3	\$94.00	acorn	\$282.00
28	8	Eucommia ulmoides, Hardy Rubber Tree, 1- 1/2 - 1-3/4" BR	8	\$68.00	acorn	\$544.00
29	7	Eucommia ulmoides, Hardy Rubber Tree, 1- 1/2 - 1-3/4" B&B	17	\$139.00	acorn	\$2,363.00
30	10	Eucommia ulmoides, Hardy Rubber Tree, 1- 1/2 - 1-3/4" Cont, or grow bag	0			\$0.00
31	5	Fagus sylvatica 'Dawckii Purple', Dawick Purple European Beech, 1- 1/2 – 1-3/4" B&B	5	\$230.00	schichtel	\$1,150.00
32	13	Fagus sylvatica 'Riversii', Riversii European Beech, 1-1/2 – 1-3/4" B&B	13	\$230.00	schichtel	\$2,990.00
33	13	Fagus sylvatica 'Riversii', Riversii European Beech, 1-1/2 – 1-3/4" cont or grow bag	13	\$157.00	acorn	\$2,041.00
34	2	Fagus grandifolia', American Beech, 1-1/2 – 1-3/4" B&B	2	\$139.00	acorn	\$278.00
35	6	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" BR	6	\$87.00	acorn	\$522.00
36	3	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" B&B, cont or grow bag	3	\$143.00	acorn	\$429.00

37	3	Gleditsia tricanthos 'Draves', Street Keeper Honeylocust, 1-1/2 - 1-3/4" BR	3	\$90.00	chestnut	\$270.00
38	2	Gleditsia tricanthos 'Draves', Street Keeper Honeylocust, 1-1/2 - 1-3/4" B&B, cont or grow bag	2	\$145.00	chestnut	\$290.00
39	1	Gleditsia tricanthos 'Skyline', Skyline Honeylocust, 1-1/2 - 1-3/4" BR	1	\$77.00	leaves	\$77.00
40	13	Gymnocladus dioicus 'Espresso', Espresso Kentucky Coffeetree', 1-1/2 - 1-3/4" BR	13	\$90.00	chestnut	\$1,170.00
41	2	Gymnocladus dioicus 'Skinny Latte', Skinny Latte Kentucky Coffeetree', 1-1/2 - 1-3/4" BR	2	\$98.00	schichtel	\$196.00
42	6	Larix laricina, American Larch, 1-1/2 - 1-3/4" B&B, cont or grow bag	6	\$118.00	schichtel	\$708.00
43	11	Liriodendron tulipifera, Tuliptree, 1-1/2 - 1-3/4" BR	11	\$79.00	schichtel	\$869.00
44	29	Liriodendron tulipifera, Tuliptree, 1-1/2 - 1-3/4" B&B.	29	\$139.00	schichtel	\$4,031.00
45	20	Liriodendron tulipifera, Tuliptree, 1-1/2 - 1-3/4" Cont.or grow bag	20	\$80.00	acorn	\$1,600.00
46	10	Liriodendron tulipifera 'Fastigiatum' or Emerald City , Fastigate or Emerald City Tuliptree, 1-1/2 - 1-3/4" B&B	10	\$155.00	chestnut	\$1,550.00
47	6	Liriodendron tulipifera 'Fastigiatum' or Emerald City , Fastigate or Emerald City Tuliptree, 1-1/2 - 1-3/4" cont or grow bag	6	\$110.00	acorn	\$660.00
48	5	Maackia amurensis 'MaacNificent', Maacificent Amur Maackia, 1-1/2 - 1-3/4" B&B	5	\$98.00	acorn	\$490.00
49	3	Maclura pomifera 'white shield', White Shield Osage Orange, 1-1/2 - 1-3/4" BR	3	\$76.00	schichtel	\$228.00
50	11	Maclura pomifera 'white shield', White Shield Osage Orange, 1-1/2 - 1-3/4" B&B, cont, or grow bag	11	\$140.00	kankakee	\$1,540.00
51	1	Magnolia acuminata Cucumbertree 1-1/2 - 1-3/4" B&B, cont, or grow bag	1	\$150.00	schichtel	\$150.00
52	2	Magnolia 'Elizabeth' 1-1/2 - 1-3/4" B&B, cont, or grow bag	2	\$180.00	schichtel	\$360.00
53	1	Magnolia 'Royal Star' 1-1/2 - 1-3/4" B&B, cont, or grow bag	1	\$180.00	schichtel	\$180.00
54	1	Malus 'Adams', Adams Crabapple 1-1/2 - 1-3/4" BR	1	\$77.00	kankakee	\$77.00
55	2	Malus 'Adirondak', Adirondak Crabapple, 1-1/2 - 1-3/4" B&B, cont, or grow bag	2	\$103.00	acorn	\$206.00
56	1	Malus 'Dolgo', Dolgo Crabapple, 1-1/2 - 1-3/4" BR	1	\$88.00	schichtel	\$88.00
57	1	Malus 'Firebird', Firebird Crabapple, 1-1/2 - 1-3/4" BR	1	\$79.00	leaves	\$79.00

58	1	Malus 'Ivory Spear' Ivory Spear Crabapple, 1-1/2 – 1-3/4" BR	1	\$98.00	schichtel	\$98.00
59	3	Malus 'Ivory Spear' Ivory Spear Crabapple, 1-1/2 – 1-3/4" B&B, cont, or grow bag	3	\$90.00	acorn	\$270.00
60	1	Malus 'Prairifire' Prairifire Crabapple, 1-1/2 – 1-3/4" BR	1	\$81.00	meacham	\$81.00
61	1	Malus 'Purple Prince' Purple Prince Crabapple, 1-1/2 – 1-3/4" BR	1	\$77.00	kankakee	\$77.00
62	1	Malus 'Raspberry Spear' Raspberry Spear Crabapple, 1-1/2 – 1-3/4" BR	1	\$89.00	chestnut	\$89.00
63	3	Malus 'Raspberry Spear' Raspberry Spear Crabapple, 1-1/2 – 1-3/4" B&B, cont, or grow bag	3	\$90.00	acorn	\$270.00
64	1	Malus 'Robinson' Robinson Crabapple, 1-1/2 – 1-3/4" BR	1	\$88.00	schichtel	\$88.00
65	1	Malus 'Royal Raindrops' Royal Raindrops Crabapple, 1-1/2 – 1-3/4" BR	1	\$76.00	leaves	\$76.00
66	1	Malus 'Sparkling Sprite' Sparkling Sprite Crabapple, 1-1/2 – 1-3/4" BR	1	\$90.00	schichtel	\$90.00
67	2	Matesequoia glyptostroboides, Dawn Redwood, 1-1/2 – 1-3/4" B&B	2	\$118.00	schichtel	\$236.00
68	4	Ostrya virginiana, Ironwood, 1-1/2 – 1-3/4" B&B, cont, or grow bag	4	\$107.00	acorn	\$428.00
69	5	Phellodendron lavallei 'Longnecker' or 'His Majesty', Eyestopper or His Majesty Corktree, 1-1/2-1-3/4" BR	5	\$149.00	chestnut	\$745.00
70	29	Platanus x acerfolia 'Morton Circle', Exclamation London Planetree, 1-1/2 - 1-3/4" BR	29	\$64.00	schichtel	\$1,856.00
71	1	Platanus x acerfolia 'Morton Circle', Exclamation London Planetree, 1-1/2 - 1-3/4" B&B, cont, or grow bag	1	\$106.00	acorn	\$106.00
72	5	Pyrus calleryana 'Autumn Blaze' 'Autumn Blaze' Callery Pear, 1-1/2 - 1-3/4" BR	5	\$84.00	leaves	\$420.00
73	1	Pyrus calleryana 'Autumn Blaze' 'Autumn Blaze' Callery Pear, 1-1/2 - 1-3/4" B&B, cont, or grow bag	1	\$149.00	chestnut	\$149.00
74	15	Pyrus calleryana 'Chanticleer' OR 'Cleveland Select', Chanticleer or Cleveland Select Callery Pear, 1-1/2 - 1-3/4" BR	15	\$79.00	meacham	\$1,185.00
75	5	Pyrus calleryana 'Chanticleer' OR 'Cleveland Select', Chanticleer or Cleveland Select Callery Pear, 1-1/2 - 1-3/4" B&B, cont or grow bag	5	\$118.00	schichtel	\$590.00
76	8	Pyrus calleryana 'Chastity' Chastity Callery Pear, 1-1/2 - 1-3/4" BR	8	\$80.00	leaves	\$640.00

77	5	Pyrus calleryana 'Jack' Jack Callery Pear, 1-1/2 - 1-3/4" BR	5	\$81.00	leaves	\$405.00
78	6	Pyrus calleryana 'Jack' Jack Callery Pear, 1-1/2 - 1-3/4" B&B	12	\$115.00	kankakee	\$1,380.00
79	6	Pyrus calleryana 'Jack' Jack Callery Pear, 1-1/2 - 1-3/4" Cont or grow bag	0			\$0.00
80	5	Quercus bicolor, Swamp White Oak, 1-1/2 - 1-3/4" B&B	5	\$118.00	acorn	\$590.00
81	1	Quercus bicolor, Beacon Oak, 1-1/2 - 1-3/4" B&B	1	\$129.00	schichtel	\$129.00
82	6	Quercus macrocarpa, Bur Oak, 1-1/2 - 1-3/4" B&B	6	\$118.00	acorn	\$708.00
83	2	Quercus muhlenbergii, Chinkapin Oak, 1-1/2 - 1-3/4" B&B	2	\$118.00	acorn	\$236.00
84	5	Syringa reticulata 'Ivory Silk', Ivory Silk Japanese Lilac, 1-1/2 - 1-3/4" BR	5	\$79.00	schichtel	\$395.00
85	7	Syringa reticulata 'Ivory Silk', Ivory Silk Japanese Lilac, 1-1/2 - 1-3/4" B&B, cont or grow bag	7	\$82.00	acorn	\$574.00
86	7	Taxodium distichum, Baldcypress, 1-1/2 - 1-3/4" B&B, cont, or grow bag	7	\$68.00	acorn	\$476.00
87	13	Tilia Americana 'Redmond', Redmond Linden, 1-1/2 - 1-3/4" BR	13	\$74.00	kankakee	\$962.00
88	15	Tilia cordata 'Corzam', Corinthian Littleleaf Linden, 1-1/2 - 1-3/4" BR	15	\$75.00	leaves	\$1,125.00
89	4	Tilia cordata 'Glenleven', Glenleven Littleleaf Linden, 1-1/2 - 1-3/4" BR	4	\$72.00	acorn	\$288.00
90	25	Tilia tomentosa 'Sterling', Sterling Silver Linden, 1-1/2 - 1-3/4" B&B, cont or grow bag	25	\$120.00	leaves	\$3,000.00
91	1	Ulmus 'Valley Forge', Valley Forge Elm, 1-1/2 - 1-3/4" B&B	1	\$128.00	acorn	\$128.00
92	10	Ulmus x 'Frontier', Frontier Hybrid Elm, 1-1/2 - 1-3/4" BR	10	\$80.00	chestnut	\$800.00
93	3	Ulmus x 'Frontier', Frontier Hybrid Elm, 1-1/2 - 1-3/4" B&B, cont or grow bag	10	\$115.00	kankakee	\$1,150.00
94	16	Ulmus carpinifolia 'Morton Glossy', Triumph Elm, 1-1/2 - 1-3/4" BR	16	\$70.00	kankakee	\$1,120.00
95	4	Ulmus x 'Burgundy Glow', Northern Empress Elm, 1-1/2 - 1-3/4" B&B, cont or grow bag	0			\$0.00
96	5	Ulmus x 'Emerald Sunshine', Emerald Sunshine Elm, 1-1/2 - 1-3/4" B&B, cont or grow bag	5	\$98.00	schichtel	\$490.00
97	4	Ulmus x 'New Horizon', New Horizon Hybrid Elm, 1-1/2 - 1-3/4" B&B, cont or grow bag	4	\$98.00	schichtel	\$392.00
98	11	Zelkova serrata 'Green Vase', Green Vase Zelkova, 1-1/2 - 1-3/4" BR	11	\$70.00	schichtel	\$770.00

99	14	Zelkova serrata 'Green Vase', Green Vase Zelkova, 1-1/2 - 1-3/4" B&B, cont or grow bag	14	\$121.00	acorn	\$1,694.00	
100	5	Zelkova serrata 'Musashino', Musashino Zelkova, 1-1/2 - 1-3/4" BR	5	\$78.00	acorn	\$390.00	
101	10	Zelkova serrata 'Musashino', Musashino Zelkova, 1-1/2 - 1-3/4" B&B, cont, and grow bag	10	\$121.00	acorn	\$1,210.00	

Payment Terms

P-Card Acceptance

Total Trees	593		Total Trees				
			597			\$63,020.00	183
			597	\$63,020.00			

<u>ACORN</u>		<u>BAILEYS</u>		<u>CHESTNUT</u>		<u>GOODMARK</u>		<u>JOHNSONS</u>		<u>KANKAKEE</u>	
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				\$79.00						\$95.00	
						\$170.00 sub commem	bb				
\$73.00		\$59.20	1"	\$92.00		\$170.00	bb	\$165.00	bb	\$95.00	
\$119.00						\$170.00	bb	\$185.00	bb		
						\$170.00 sub crescendo	bb				
\$98.00	BB	\$64.25	1"	\$92.00		\$170.00 sub crescendo	bb			\$98.00	
\$90.00				\$92.00		\$170.00 sub crescendo	bb				
		\$50.25	8'w	\$84.00		\$170.00	bb	\$160.00 sub hot wings	bb	\$105.00	
\$78.00	bb	\$66.45	1.25	\$82.00		\$182.75	bb				
				\$185.00		\$199.75		\$290.00		\$165.00	bag
\$98.00	bb	\$44.25	6'w	\$99.00		\$170.00	bb			\$102.00	
\$98.00	bb			\$99.00		\$200.00	bb			\$109.00	
				\$145.00		\$170 sub renaissance	bb				
\$95.00 Sub city slicker	bb	\$38.50	1"	\$70.00						\$80.00	
\$95.00 Sub city slicker	bb			\$145.00	bb	\$170.00	bb			\$110.00	cont
						\$250.00	1 left				

\$138.00						\$250.00		\$275.00			
		\$41.20	10'w	\$87.00		\$182.75	bb	\$165.00	cont	\$95.00	
\$88.00	bb	\$52.50	1.25	\$80.00				\$210.00	bb	\$95.00	
\$88.00	bb			\$135.00	bb	\$195.50	bb	\$210.00	bb	\$140.00	bag
\$128.00	bb			\$135.00	bb	\$195.50	bb				
				\$111.00				\$140.00	cont		
				\$175.00	bb			\$140.00	cont		
\$88.00	bb	\$68.45	br	\$160.00	bb	\$170.00	bb	\$185.00	bb	\$150.00	bb
\$94.00	bb			\$111.00				\$160.00	bb		
\$94.00	bb			\$165.00	bb	\$170.00	bb	\$160.00	bb		
\$68.00				\$111.00							
\$139.00				\$199.00		\$182.75					
\$139.00	bb			\$199.00	bb	\$182.75	bb				
				\$190.00	cont			\$445.00			
\$157.00	cont					\$229.50					
\$157.00	cont										
\$139.00				\$180.00				\$275.00			
\$87.00				\$112.00				\$240.00	cont	\$118.00	
\$143.00	bb			\$169.00	bb	\$270.00	bb	\$240.00	cont	\$170.00	bb

		\$37.00	7'w	\$90.00				\$175.00	bb	\$88.00 sub shademaster	
				\$145.00	bb	\$170.00	bb	\$175.00	bb	\$125.00 sub shademaster	bb
\$118.00	bb	\$53.40	8'w	\$90.00				\$160.00	bb	\$88.00	
\$120.00	bb			\$90.00		\$187.00	bb	\$350.00	bb	\$95.00	
										\$130.00	
				\$145.00	bb	\$187.00	bb	\$235.00	bb		
\$80.00	cont	\$55.10	1.25	\$87.00				\$210.00	cont	\$98.00	
\$80.00	cont			\$160.00	bb	\$187.00	bb	\$210.00	cont	\$150.00	
\$80.00	cont			\$160.00	bb			\$210.00	cont	\$115.00	bag
\$110.00	cont	\$51.90 sub Arnold Clmnr		\$155.00	bb	\$187.00	bb			\$160.00	bb
\$110.00	cont										
\$98.00				\$190.00	cont	\$187.00		\$250.00			
				\$85.00						\$98.00	
				\$145.00	bb	\$170.00	bb			\$140.00	bb
						\$187.00 sub Merrill	bb	\$185.00	bb		
		\$38.45	1"	\$89.00				\$180.00	bb	\$77.00	
\$103.00	bb			\$145.00	bb	\$153.00	bb	\$150.00	bb	\$115.00	bb
		\$47.85	3.5'					\$160.00	bb	\$95.00	

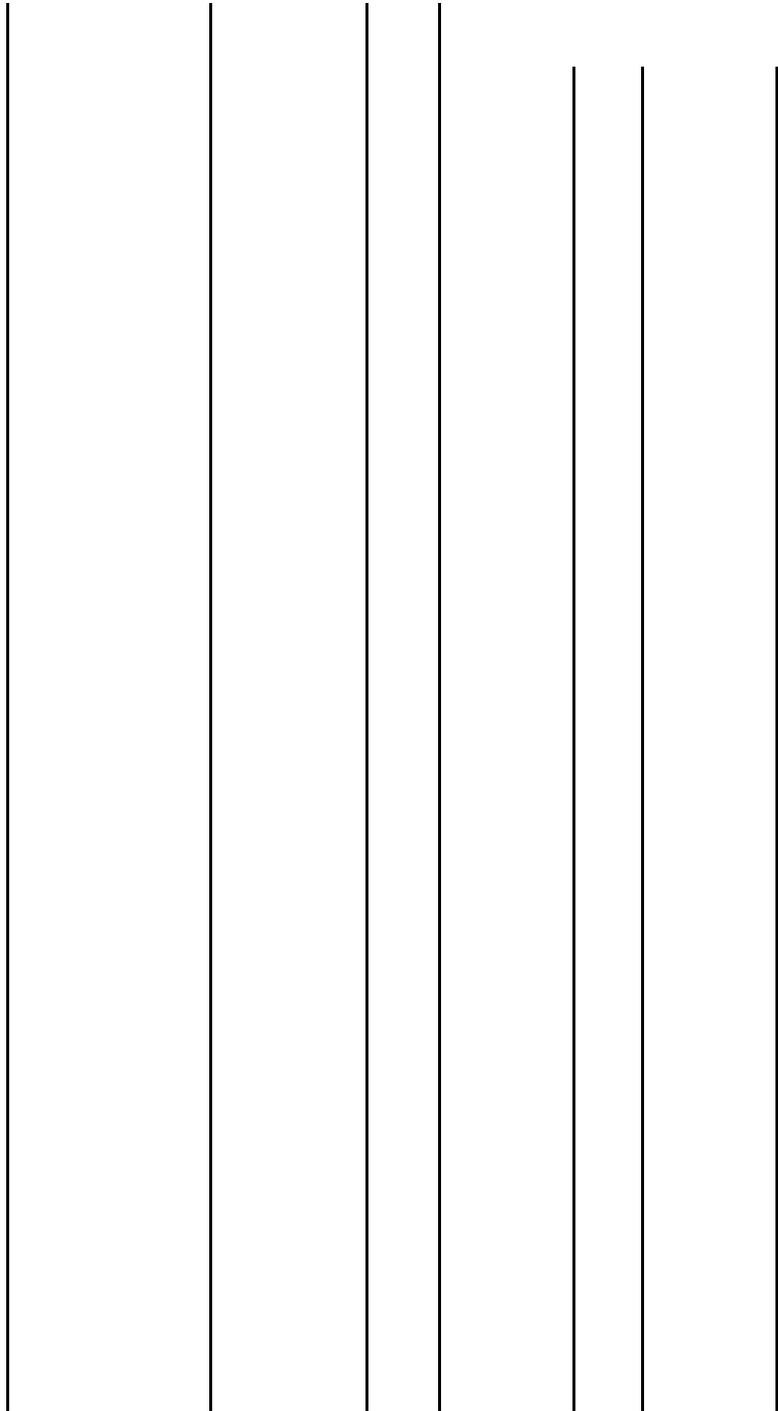
\$90.00	bb									
\$90.00	bb									
\$96.00	bb	\$34.00	6'	\$89.00				\$135.00	bb	\$88.00
\$96.00	bb	\$38.45	1"	\$89.00						\$77.00
\$90.00	bb			\$89.00						
\$90.00	bb			\$145.00	bb					
\$78.00		\$41.35	6'	\$89.00		\$153.00	bb			\$84.00
\$104.00	cont									
\$137.00				\$165.00		\$187.00		\$185.00	cont	\$145.00
\$107.00	bb			\$160.00	bb	\$170.00	bb	\$175.00	bb	\$150.00
\$137.00	bb			\$149.00				\$185.00	cont	
\$62.00		\$48.85	8'	\$70.00				\$200.00	bb	\$75.00
\$106.00	bb			\$132.00	bb	\$170.00	bb	\$200.00	bb	\$115.00
				\$90.00				\$150.00	bb	
				\$149.00	bb			\$150.00	bb	
				\$82.00				\$150.00	bb	
				\$149.00	bb			\$150.00	bb	
				\$92.00				\$185.00	bb	

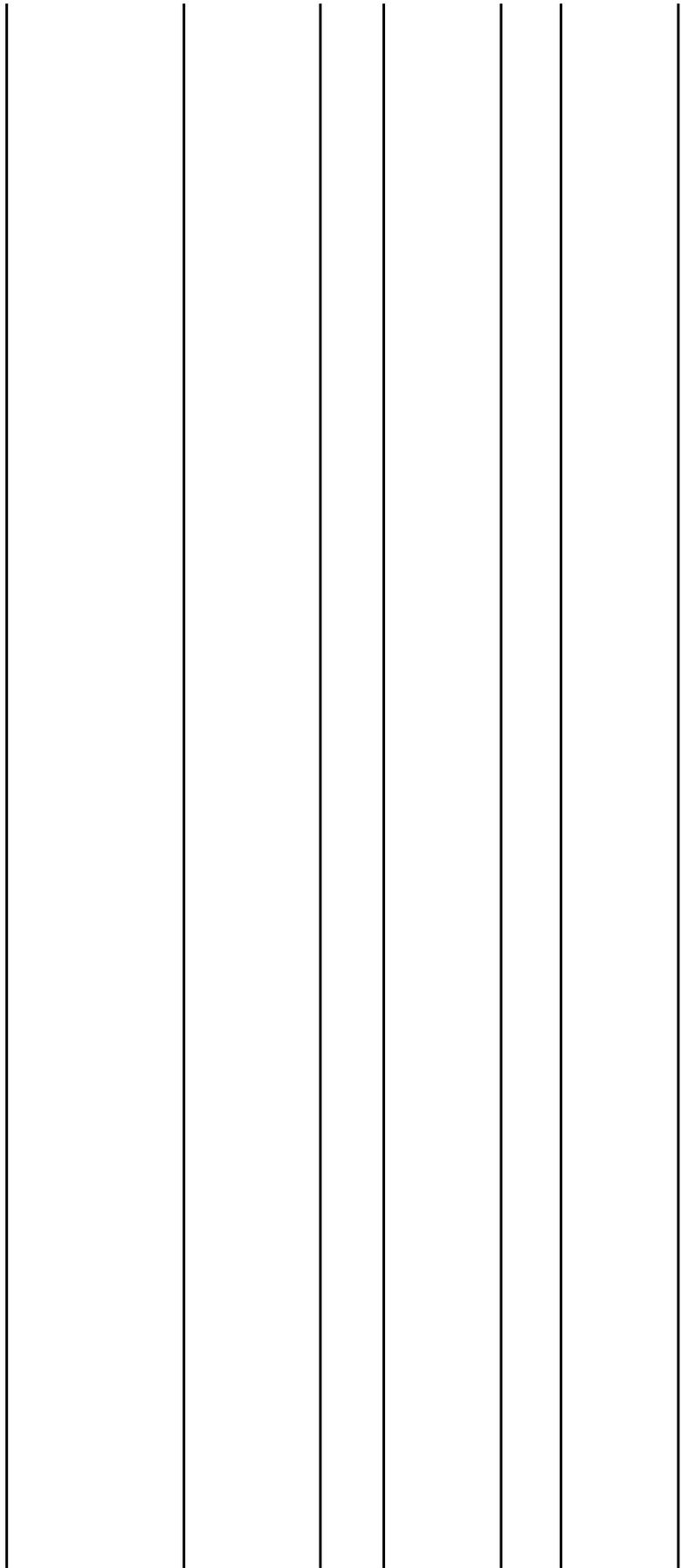
				\$95.00				\$175.00	bb		
				\$145.00				\$175.00		\$115.00	
								\$175.00	bb	\$115.00	bb
\$118.00		\$63.00	br	\$153.00		\$187.00		\$185.00		\$150.00	
\$146.00						\$187.00					
\$118.00		\$60.30	br	\$153.00		\$187.00		\$200.00		\$130.00	
\$118.00		\$59.05	br	\$153.00		\$187.00		\$210.00	cont	\$160.00	
\$82.00	cont	\$67.45		\$93.00				\$160.00	bb	\$98.00	
\$82.00	cont			\$145.00	bb	\$170.00	bb	\$160.00	bb	\$130.00	cont
\$68.00	cont			\$153.00	bb	\$170.00	bb	\$275.00	bb	\$110.00	cont
\$76.00		\$60.70		\$84.00				\$150.00	bb	\$74.00	
		\$67.50	1.25	\$84.00						\$74.00 sub Grnspire	
\$72.00		\$57.40 sub greenspire		\$80.00						\$74.00	
\$123.00	bb	\$64.95	br	\$129.00	bb	\$170.00	bb			\$160.00	bb
\$128.00		\$35.10	7'w	\$145.00							
\$117.00	bb	\$42.50	6'	\$80.00				\$150.00	bb	\$85.00	
\$117.00	bb			\$145.00	bb	\$153.00	bb	\$150.00		\$115.00	cont
\$44.00	1"	\$52.45	1"	\$80.00				\$175.00	bb	\$70.00	
\$99.00	bb	\$49.70	1"br	\$145.00		\$153.00	bb	\$175.00	bb	\$100.00	bag
\$78.00		\$65.45	1.25	\$80.00							

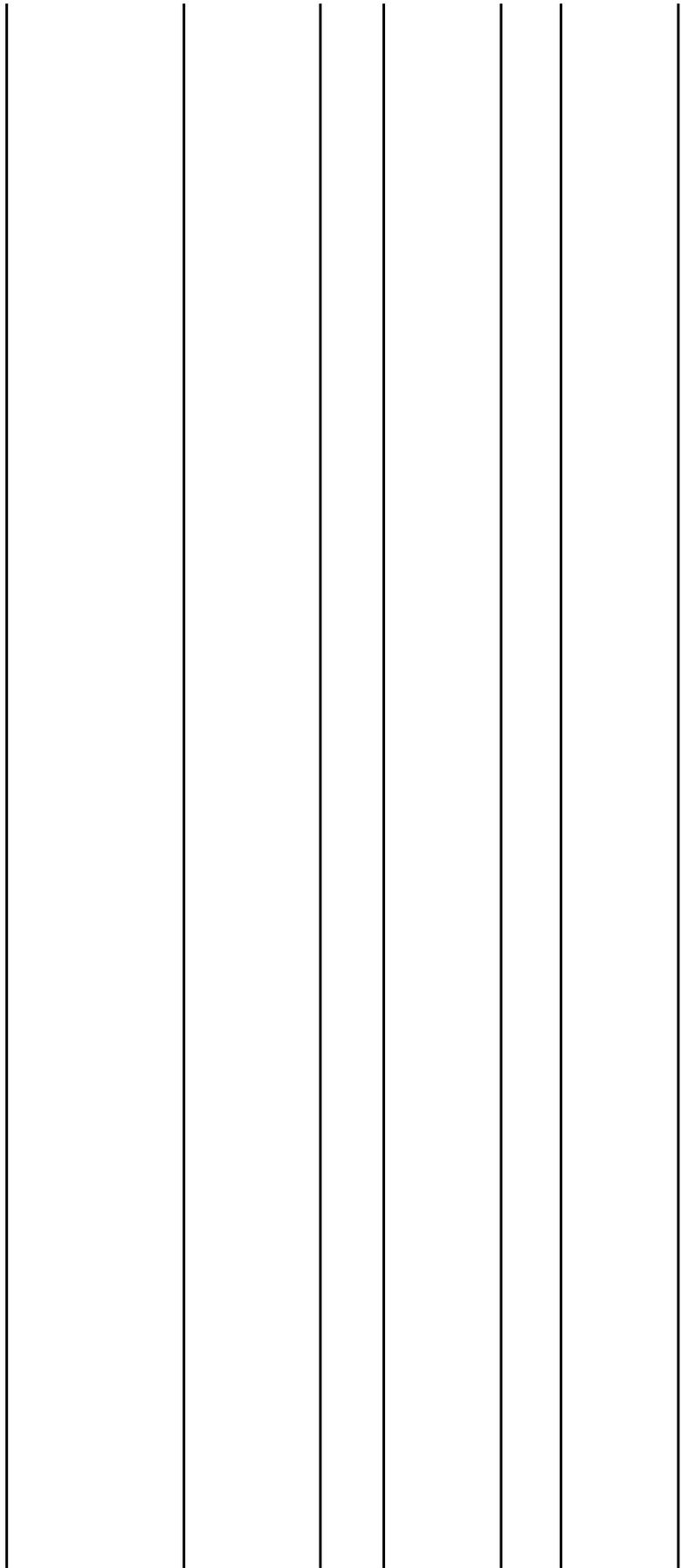
\$121.00	bb			\$145.00	bb	\$170.00	bb			
\$78.00		\$54.10	8'	\$80.00					\$92.00	
\$121.00	bb			\$145.00	bb	\$170.00	bb		\$140.00	bb

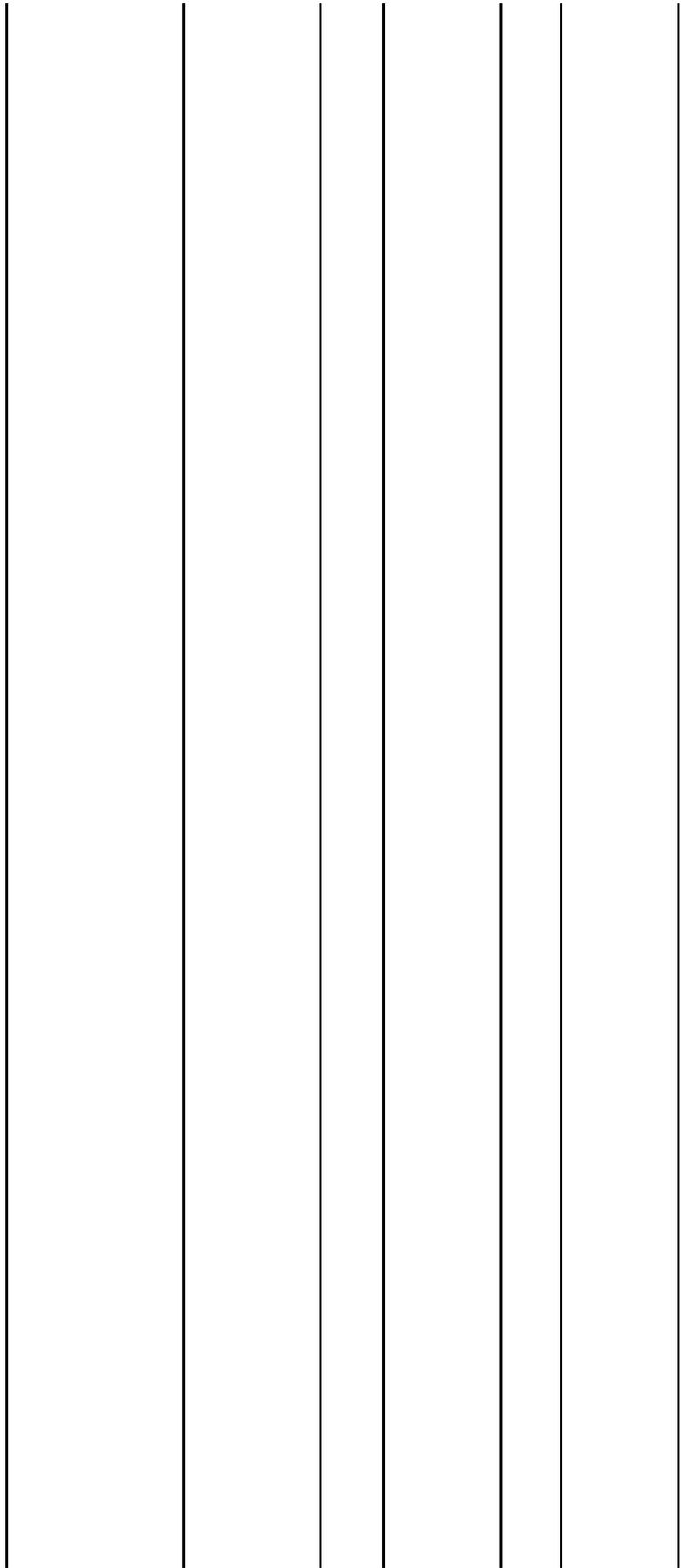
\$5000 min.

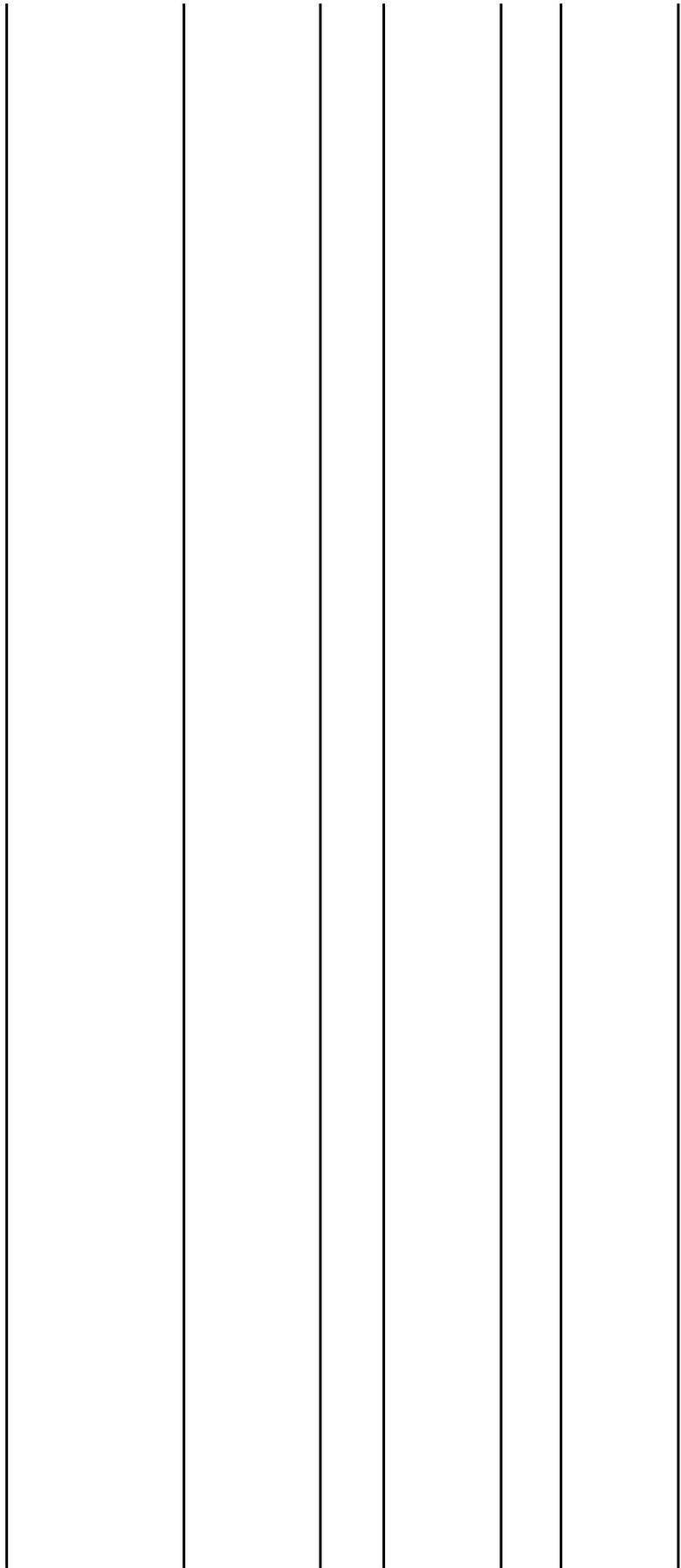
Acorn	Baileys		Chestnut	Goodmark	Johnson	Kankakee
\$19,322.00	too few	68	\$7,414.00	did not meet min	72	\$7,186.00
	18	\$1,126.35		13	\$2,983.50	

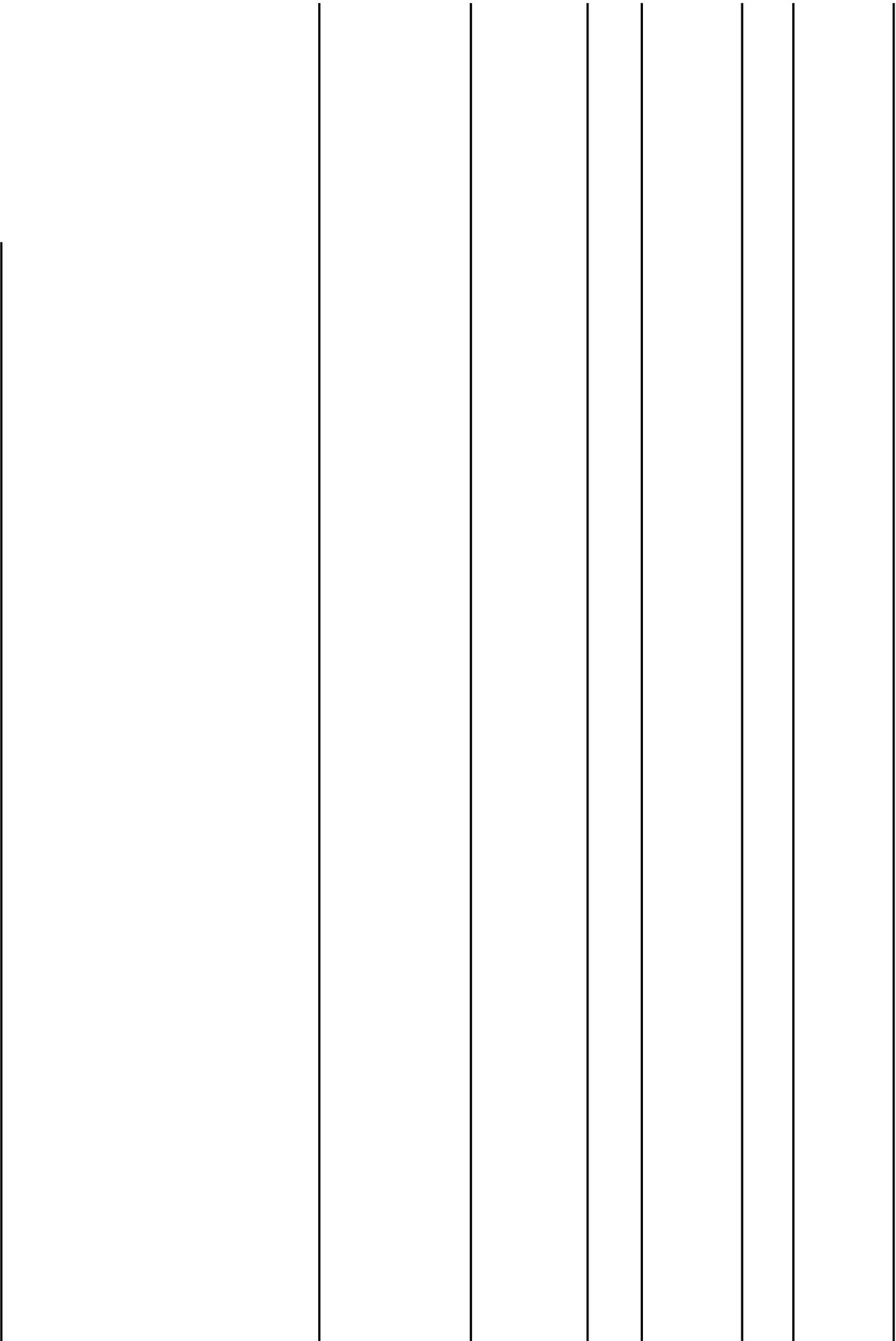


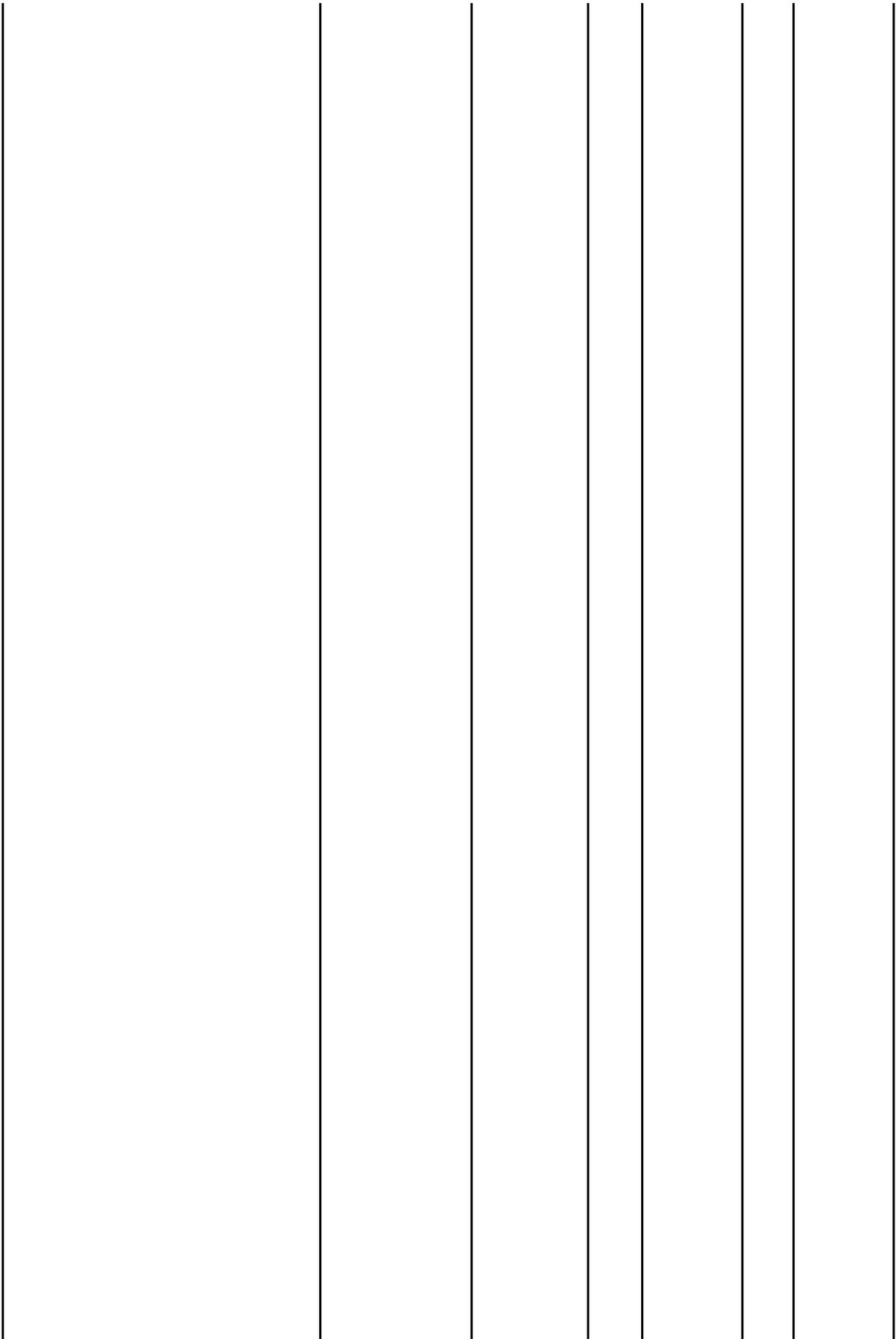


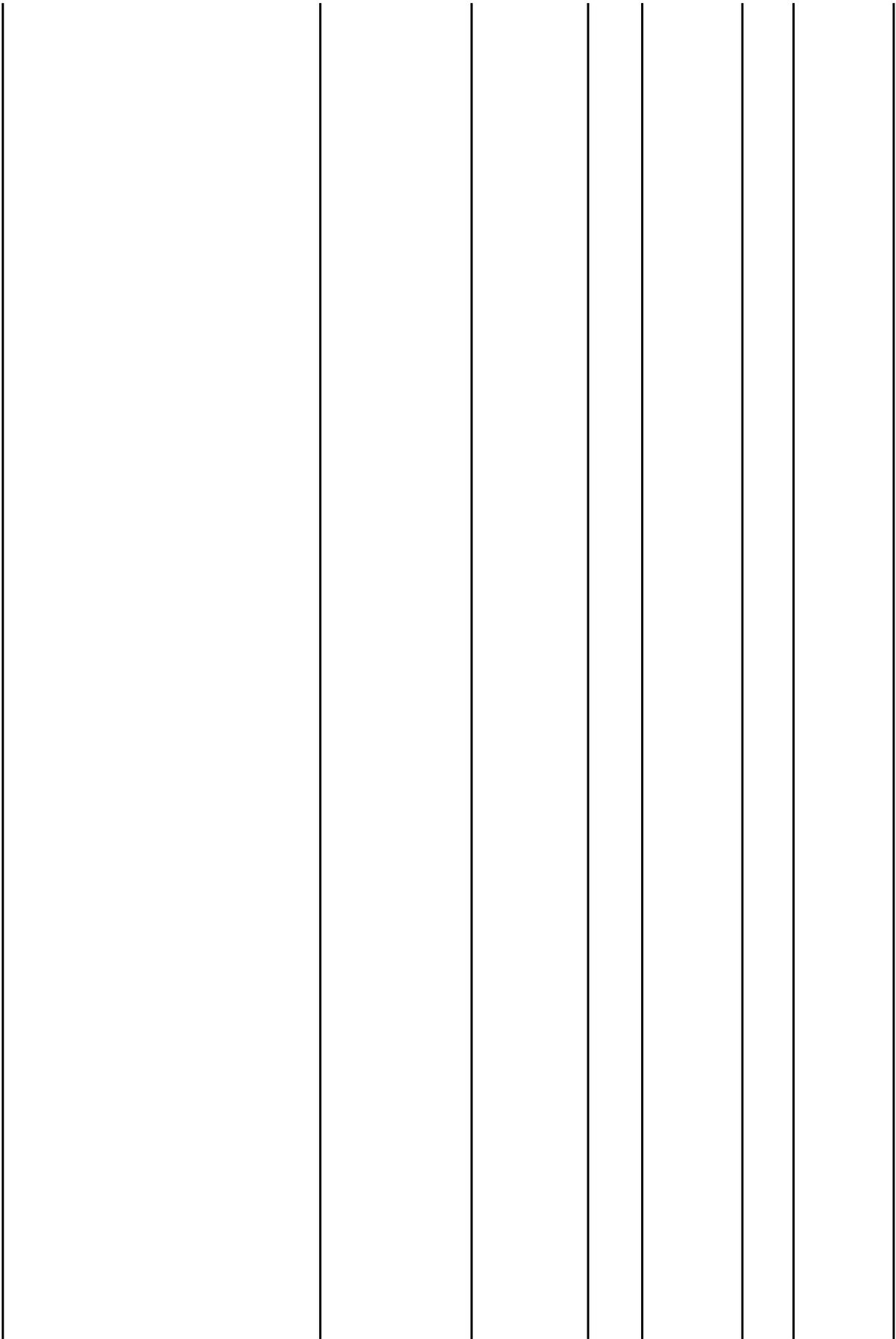


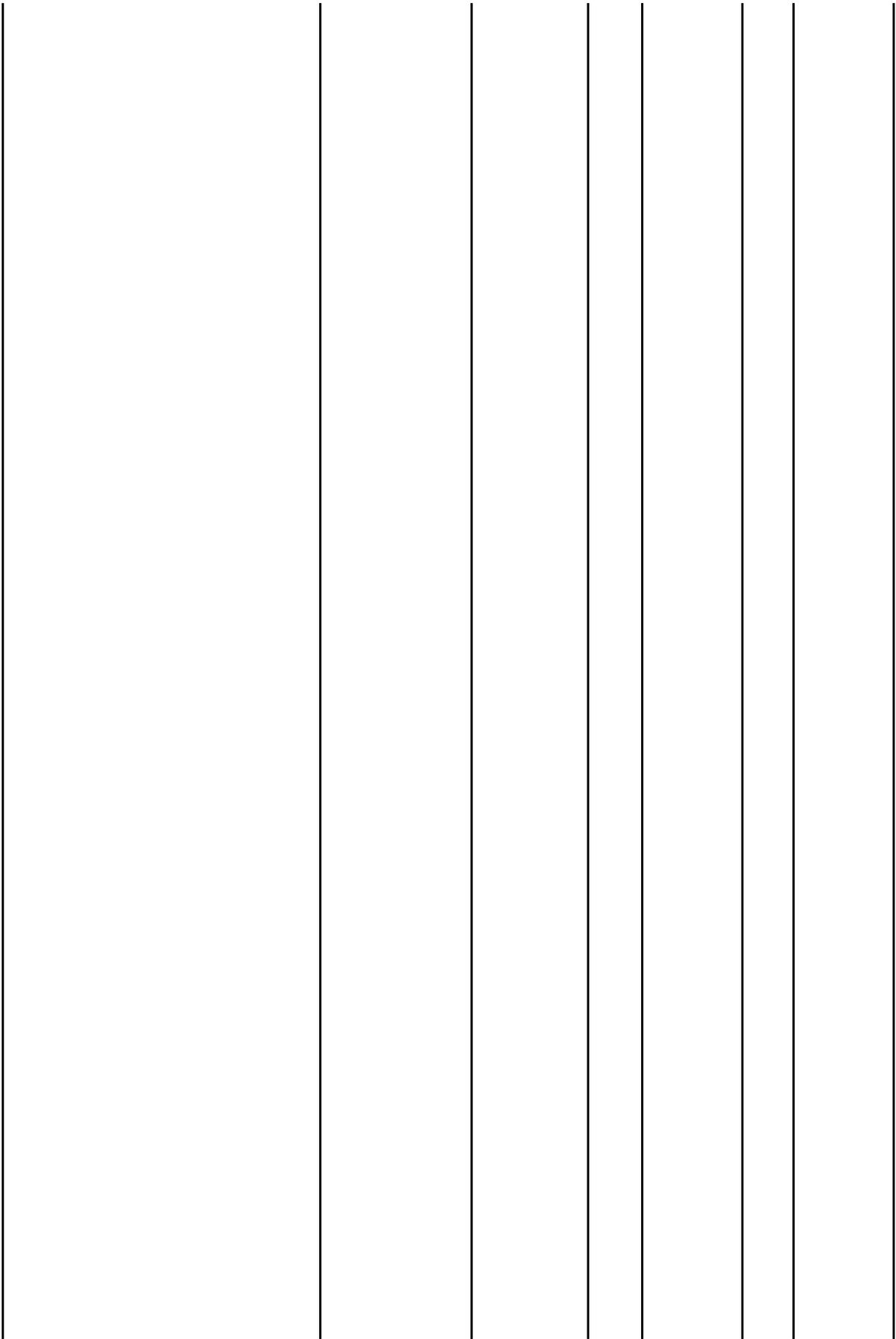


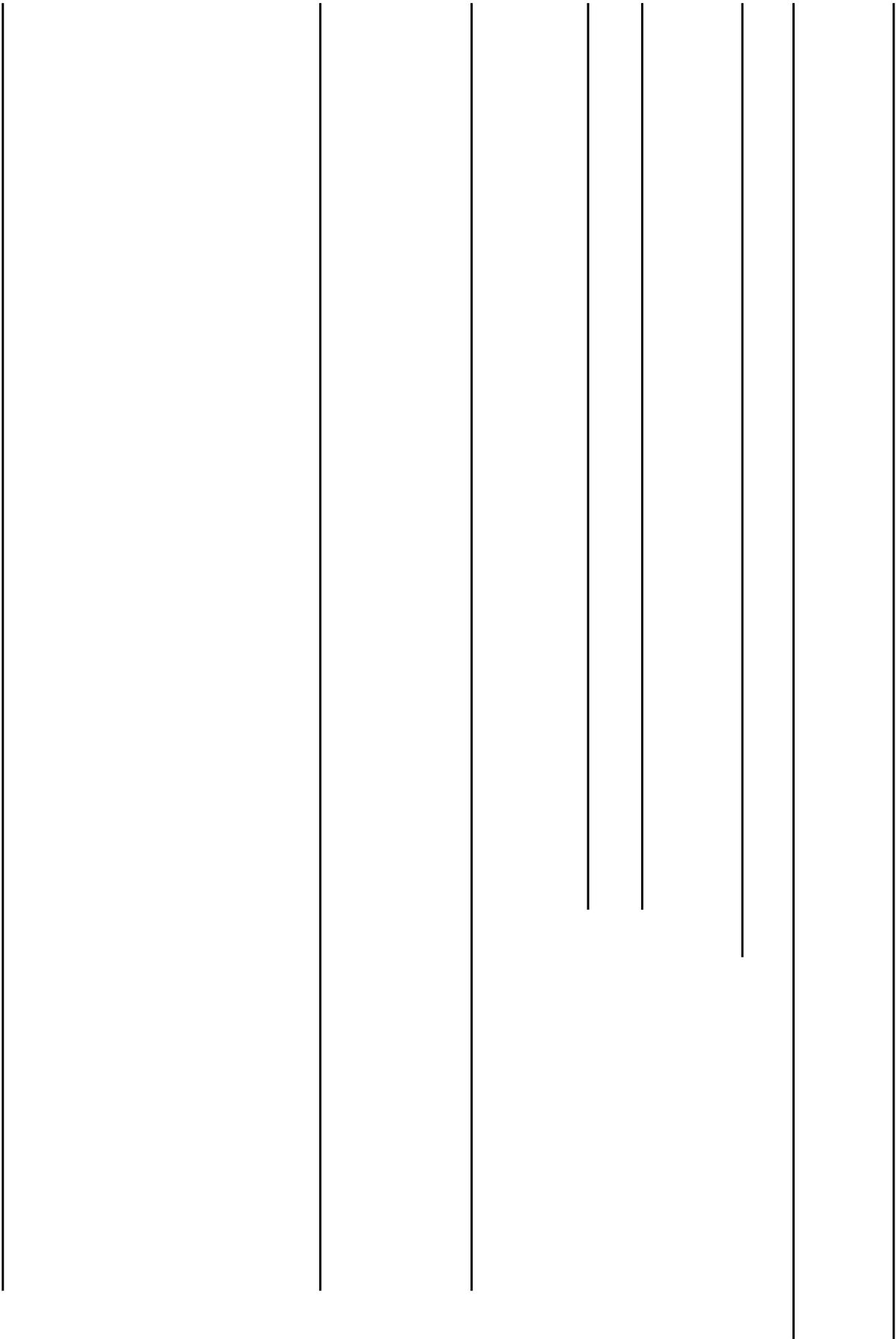












low inv

LAKE COUNTRY		LEAVES INSPIRED		MEACHAM		McKAY		SCHICHTEL		TILLMANN		TIMBER LINE
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\$169.00	bb			\$97.00				\$68.00		\$165.00	bb	
\$150.00	bb							\$92.00				
\$150.00	bb	\$100.00	cont	\$112.00		\$170.00		\$92.00		\$155.00	bb	
\$150.00	bb							\$92.00				
\$150.00	bb							\$92.00				
\$150.00	bb			\$117.00		\$170.00		\$92.00		\$155.00	bb	
\$150.00	bb							\$92.00				
				\$92.00				\$74.00				
		\$79.00		\$99.00				\$78.00		\$165.00	bb	
				\$169.00 sub Ohio				\$104.00	br			
\$150.00	bb			\$109.00		\$150.00		\$104.00		\$165.00	bb	
\$150 sub Atmn Brill								\$104.00				
								\$92.00	br			
						\$125.00		\$95.00		\$135.00	bb	
						\$175.00	bb	\$121.00	bb	\$135.00	bb	
								\$172.00				

								\$172.00			
								\$176.00	cont		
\$167.00	bb	\$101.00						\$98.00		\$155.00	bb
\$169.00	bb	\$80.00		\$93.00		\$125.00		\$74.00		\$165.00	bb
\$169.00	bb	\$120.00	bb	\$137.00	bb	\$150.00	bb	\$112.00		\$135.00	bb
						\$175.00	cont	\$96.00			
						\$175.00	cont	\$124.00	bb		
\$185.00	bb							\$136.00	bb		
		\$126.00 sub Saff Sent.						\$98.00			
		\$150.00 sub Saff Sent.						\$136.00	bb		
\$185.00	bb							\$79.00			
\$185.00	bb										
\$185.00	bb										
								\$230.00			
								\$230.00			
								\$230.00	bb		
		\$180.00		\$174.00				\$210.00			
								\$115.00		\$185.00	bb
				\$177.00				\$170.00	bb	\$185.00	bb

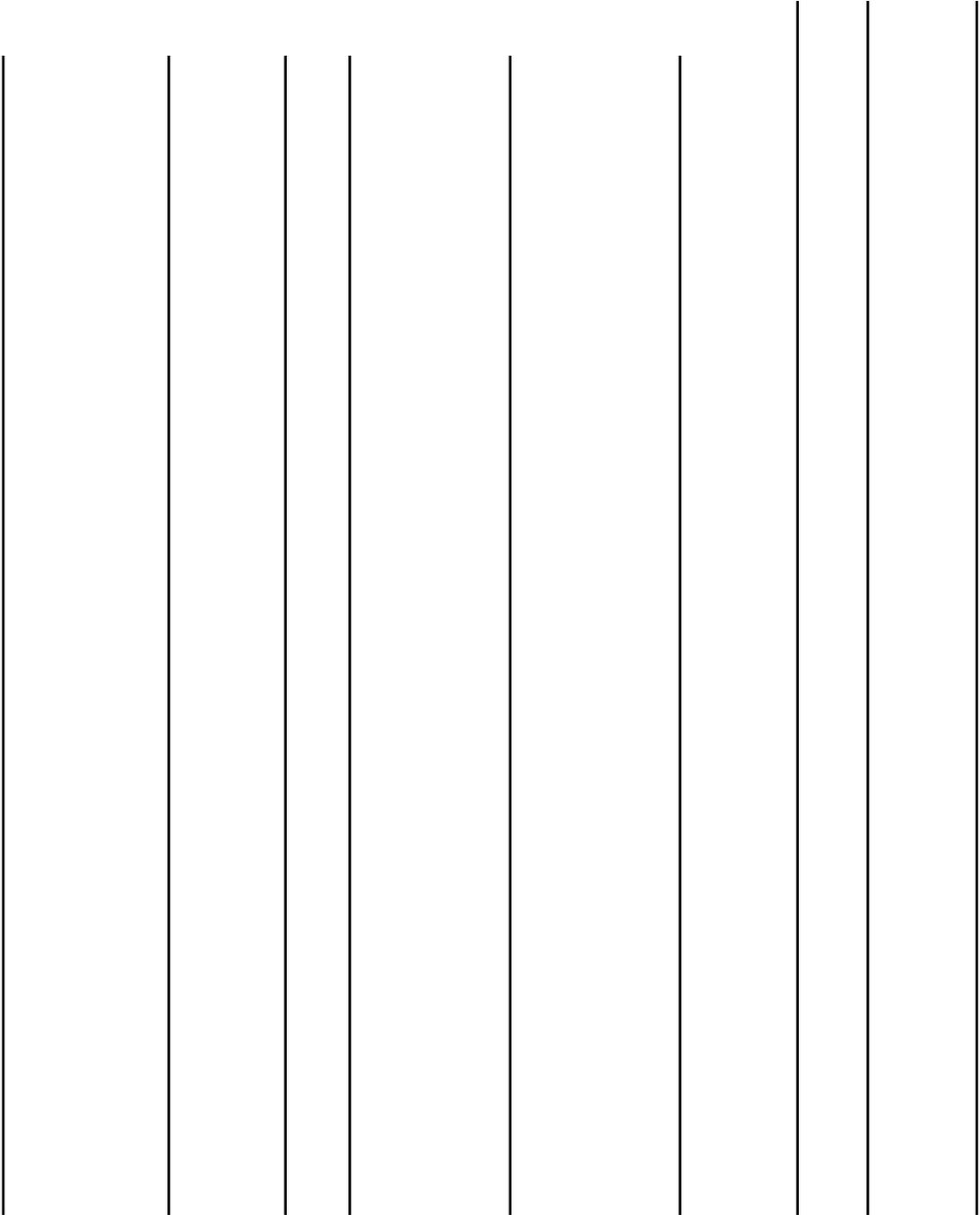
\$172.00	bb			\$98.00 sub Skycole			\$90.00		\$150.00	bb	
\$172.00	bb			\$164.00 sub Skycole			\$147.00	bb	\$150.00	bb	
\$147.00	bb	\$77.00		\$105.00			\$90.00		\$165.00	bb	
\$172.00	bb			\$97.00		\$205.00	\$98.00				
				\$117.00 sub common			\$98.00				
		\$145.00	bb				\$118.00	bb			
\$185.00	bb						\$79.00				
\$185.00							\$139.00	bb			
							\$159.00	cont			
							\$94.00	br			
							\$189.00	cont			
		\$155.00					\$150.00				
							\$76.00				
							\$150.00	bb			
							\$180.00	cont			
							\$180.00	cont			
							\$88.00		\$130.00	bb	
				\$139.00	bb		\$88.00	br	\$130.00	bb	
							\$88.00				
		\$79.00					\$88.00		\$130.00	bb	

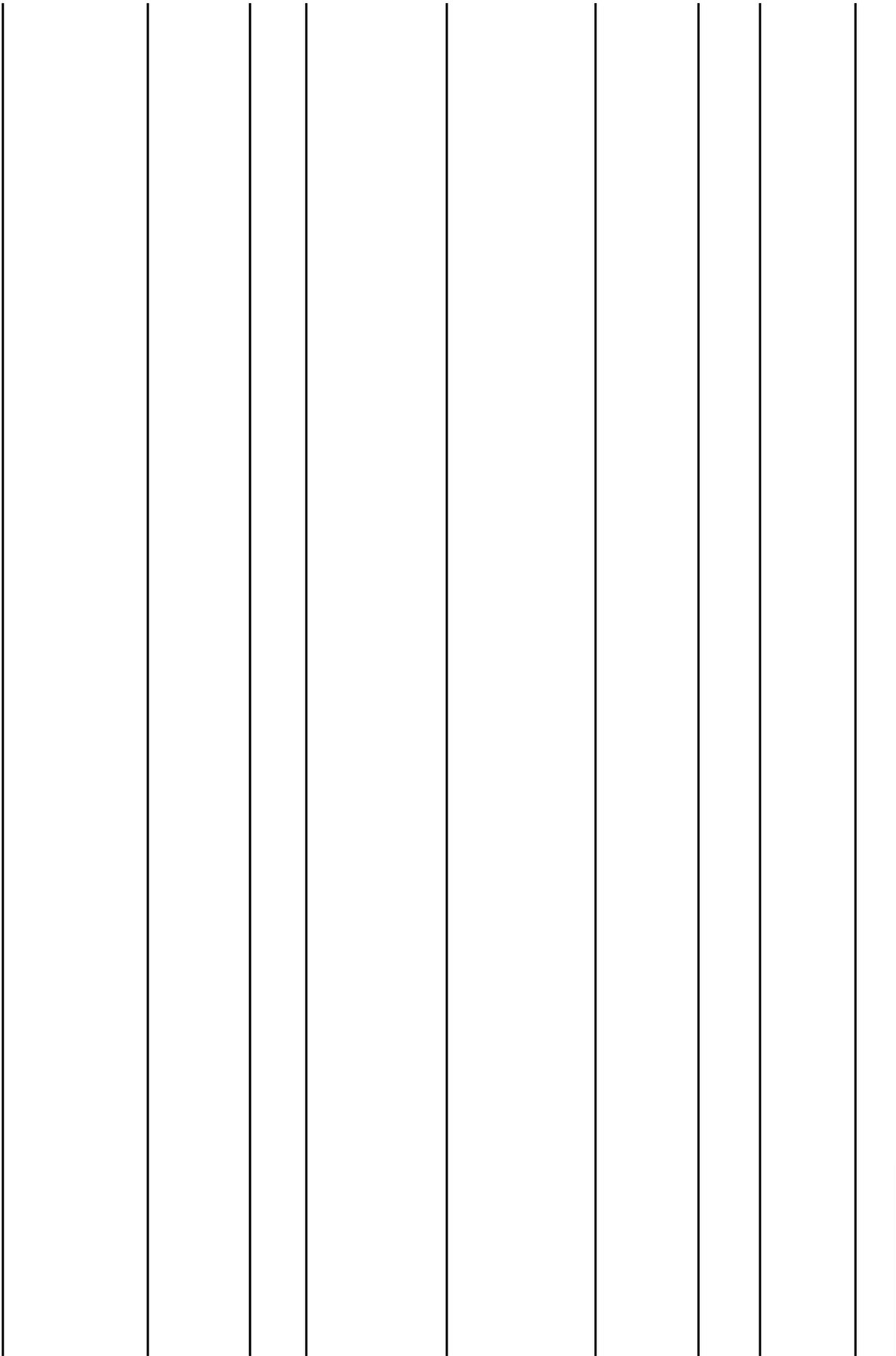
							\$98.00			
							\$118.00	bb		
\$139.00 sub shwtime	bb			\$81.00			\$88.00		\$130.00	bb
\$139.00	bb						\$88.00		\$130.00	bb
		\$100.00					\$98.00			
		\$122.00	bb				\$118.00			
							\$88.00			
\$139.00	bb	\$76.00		\$81.00			\$88.00		\$130.00	bb
							\$90.00			
							\$118.00			
\$151.00	bb			\$174.00	bb		\$124.00	bb	\$160.00	bb
\$139.00	bb					\$80.00	\$64.00		\$150.00	bb
\$139.00	bb						\$118.00	bb	\$150.00	bb
		\$84.00		\$94.00					\$135.00	bb
				\$159.00	bb				\$135.00	bb
				\$79.00		\$90.00	\$79.00			
		\$125.00	bb	\$127.00	bb	\$175.00	\$118.00	bb		
		\$80.00					\$84.00			

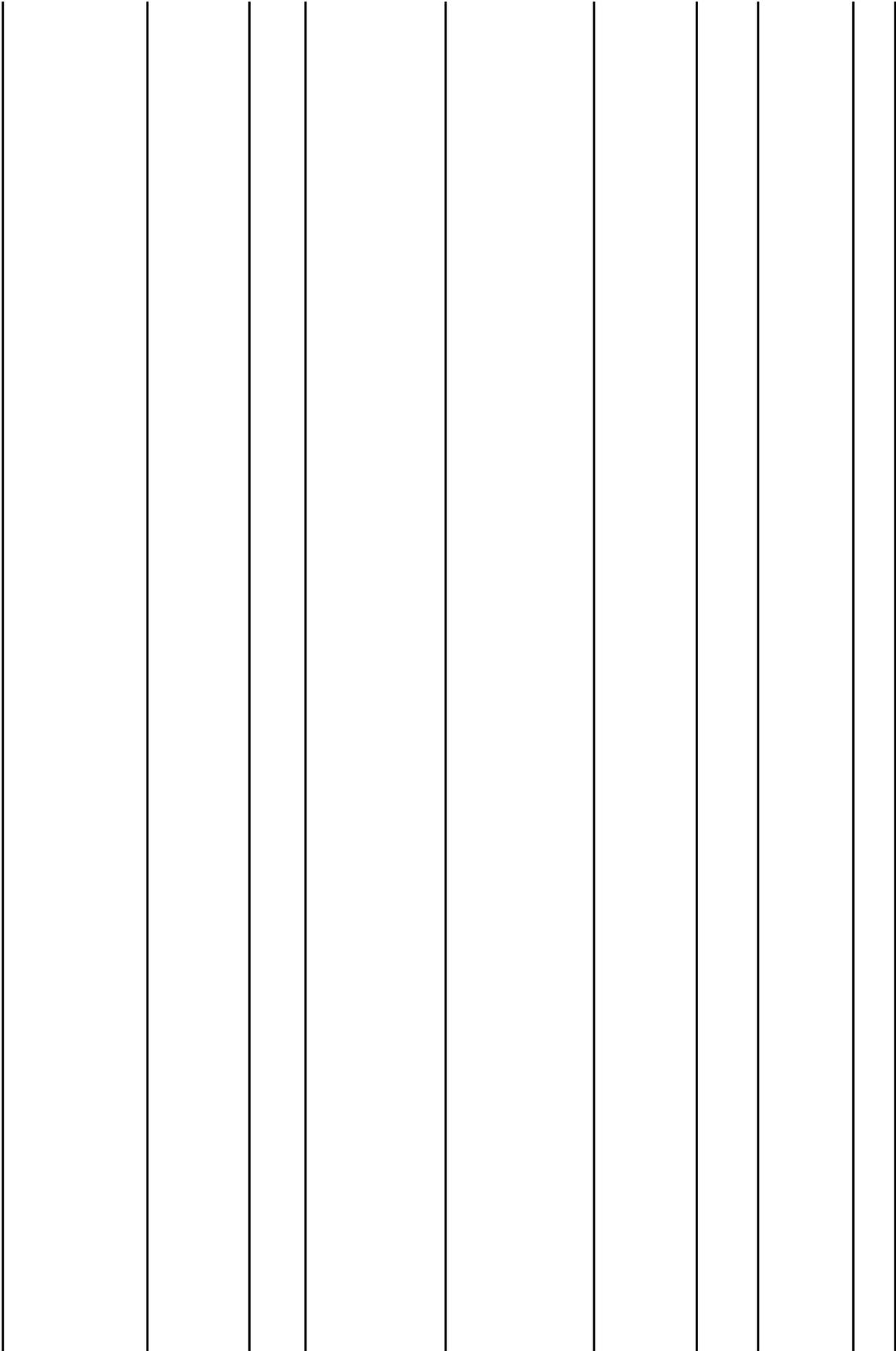
		\$81.00						\$93.00		\$135.00	bb	
								\$124.00		\$135.00		
										\$135.00	bb	
\$139.00		\$125.00		\$152.00				\$138.00		\$155.00		
								\$129.00				
\$163.00		\$129.00		\$152.00				\$129.00		\$155.00		
\$163.00				\$169.00				\$129.00				
\$154.00	bb			\$97.00		\$125.00		\$79.00		\$165.00	bb	
\$154.00	bb	\$122.00	bb	\$148.50	bb	\$160.00		\$126.00		\$165.00	bb	
\$110.00	cont							\$118.00	bb			
		\$75.00		\$97.00		\$100.00		\$76.00		\$165.00	bb	
		\$75.00						\$76.00		\$165.00	bb	
		\$75.00		\$98.00				\$76.00				
		\$120.00	bb	\$149.50	bb			\$124.00	bb			
				\$149.00				\$160.00				
\$163.00	bb					\$125.00	Bag	\$98.00		\$145.00	bb	
\$163.00	bb					\$125.00	Bag	\$140.00	bb	\$145.00	bb	
				\$86.50		\$100.00		\$98.00		\$145.00	bb	
								\$98.00	bb			
				\$149.00	bb			\$98.00	bb	\$145.00	bb	
\$147.00	bb							\$70.00				

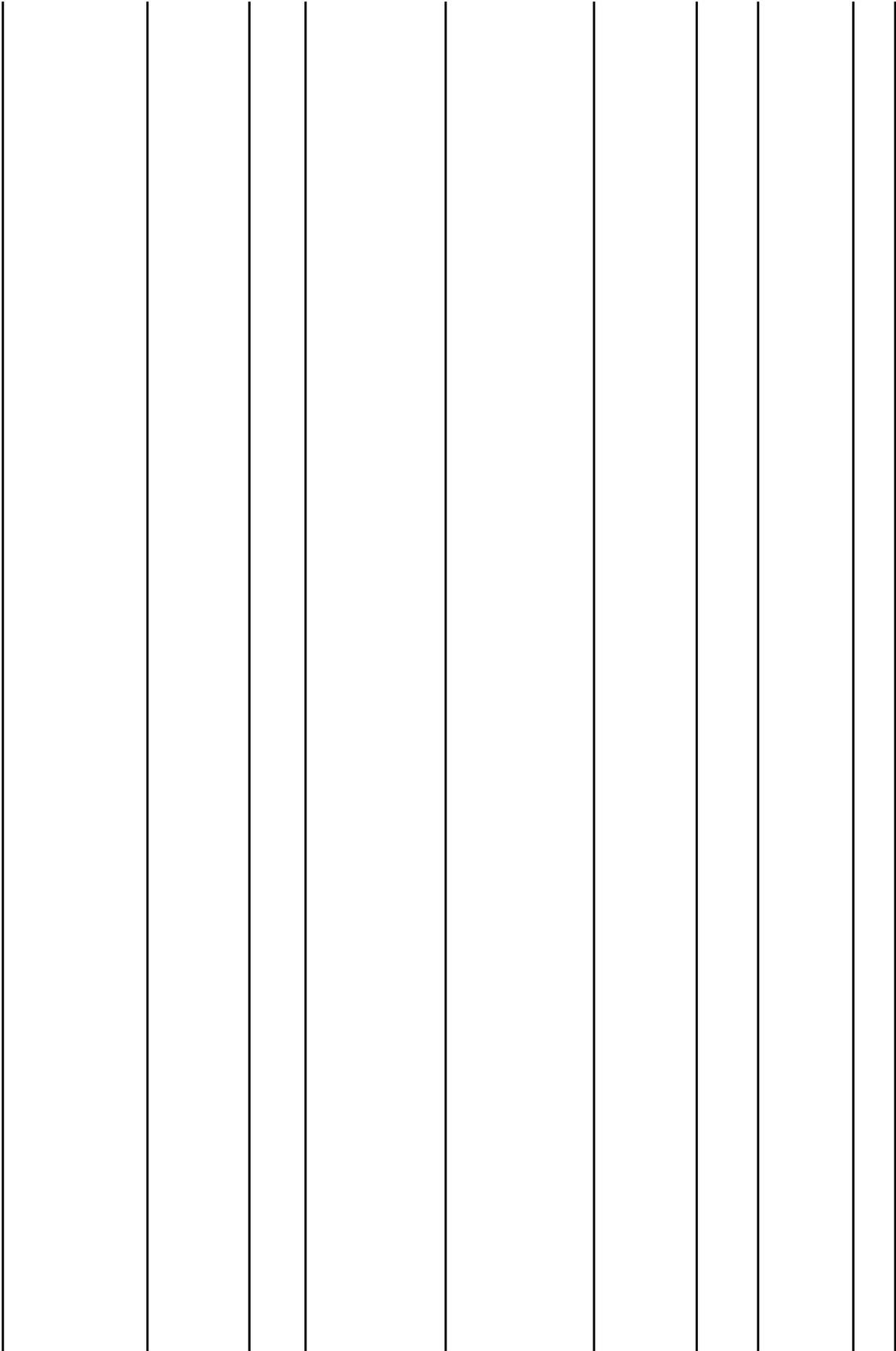
\$147.00	bb					\$129.00	bb		
\$172.00	bb					\$94.00			
\$172.00	bb					\$138.00	bb		

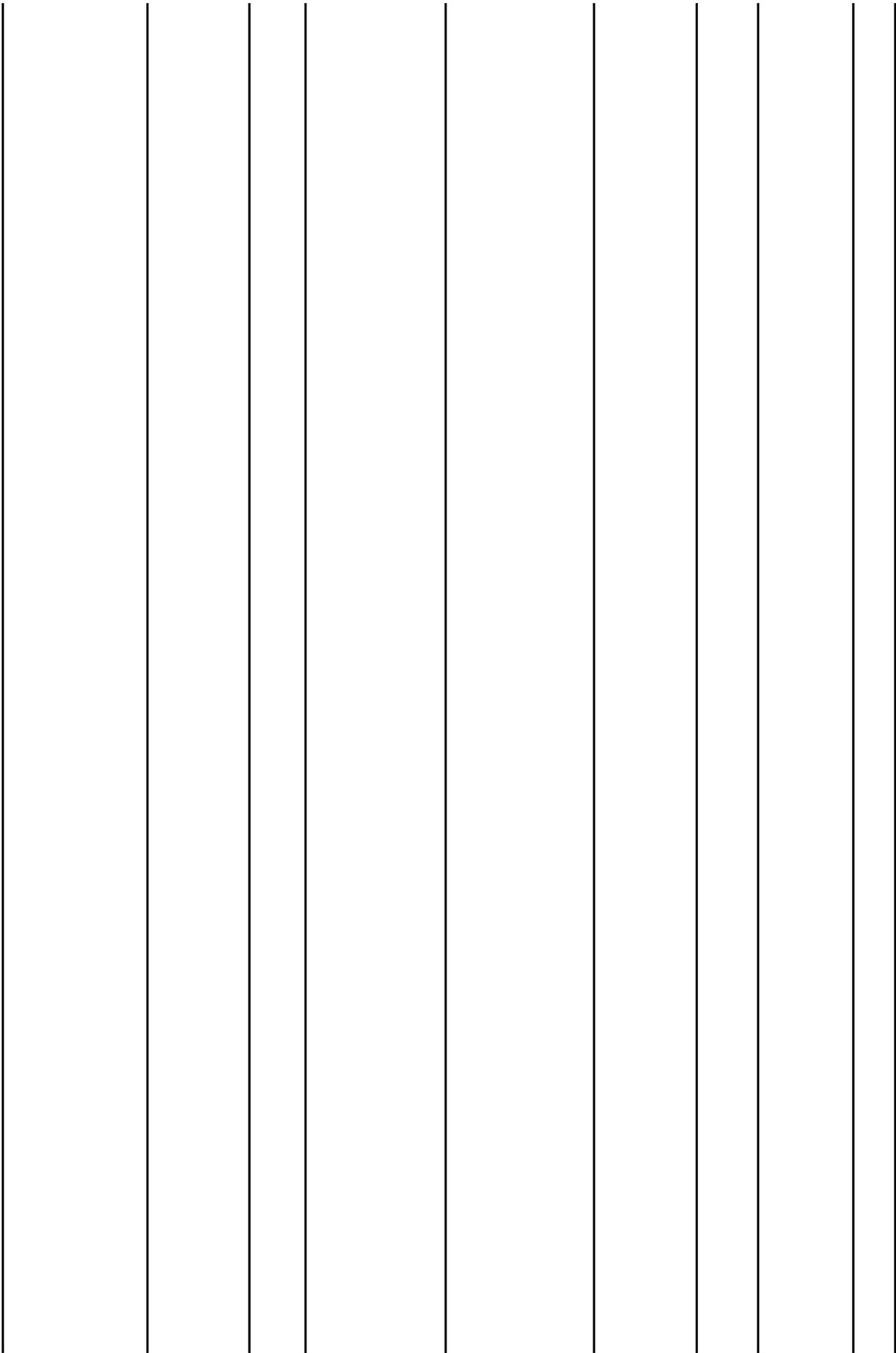
	Leaves		Meacham		Mckay		Schichtel		Tillman	Timberline
	61	\$5,822.00	16	\$1,266.00		197	\$22,010.00		too few	
								1	\$135.00	

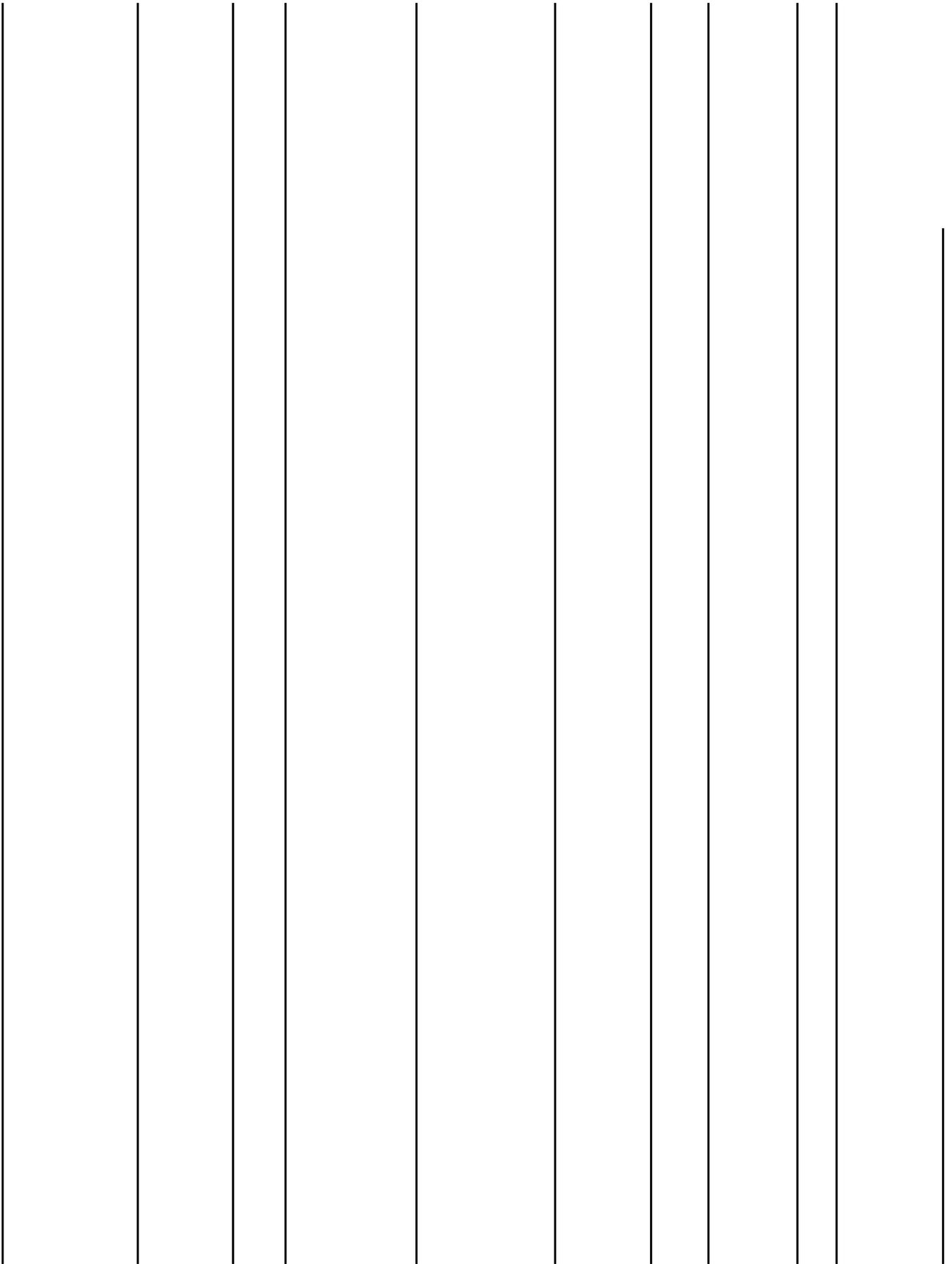


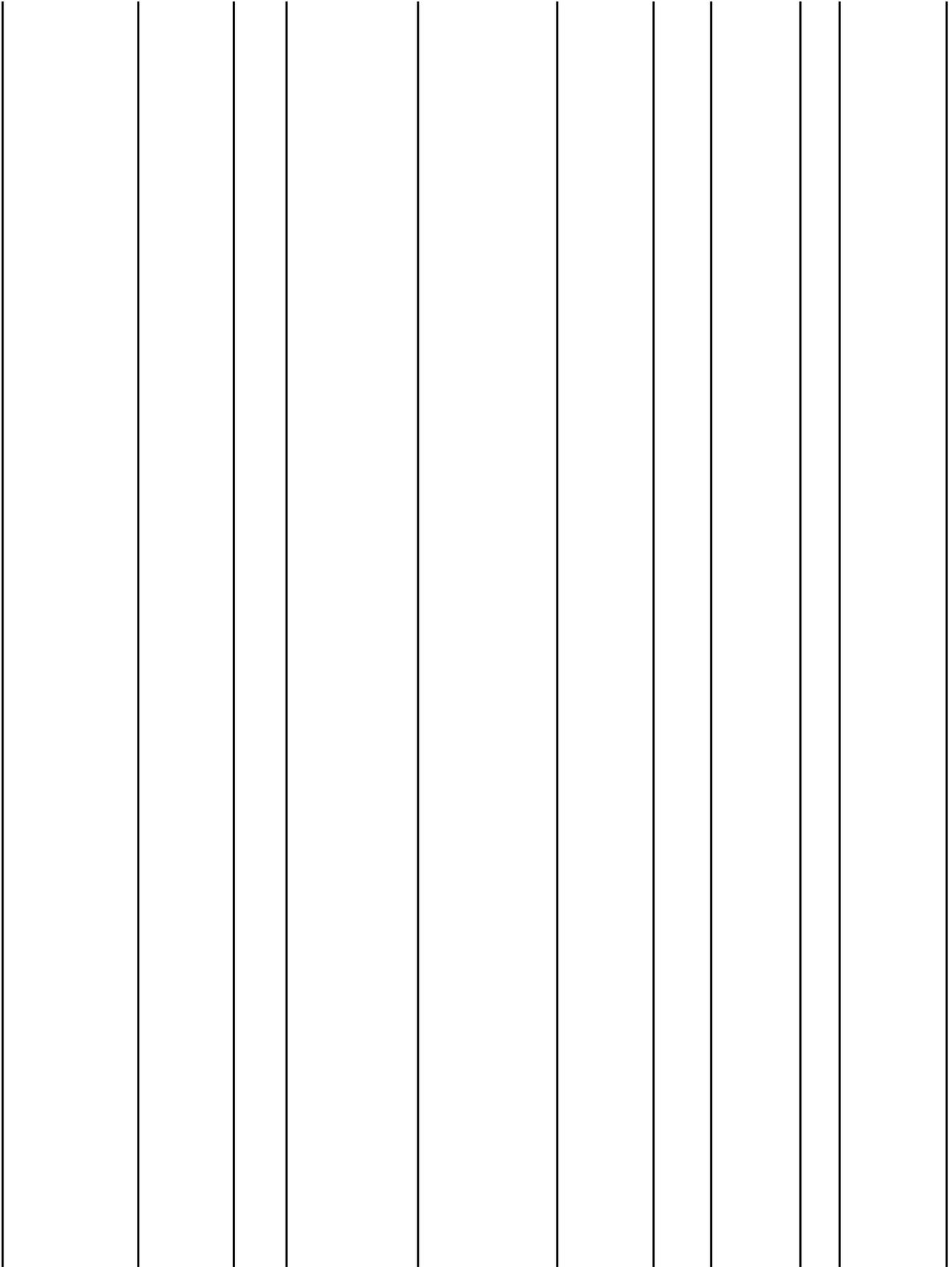


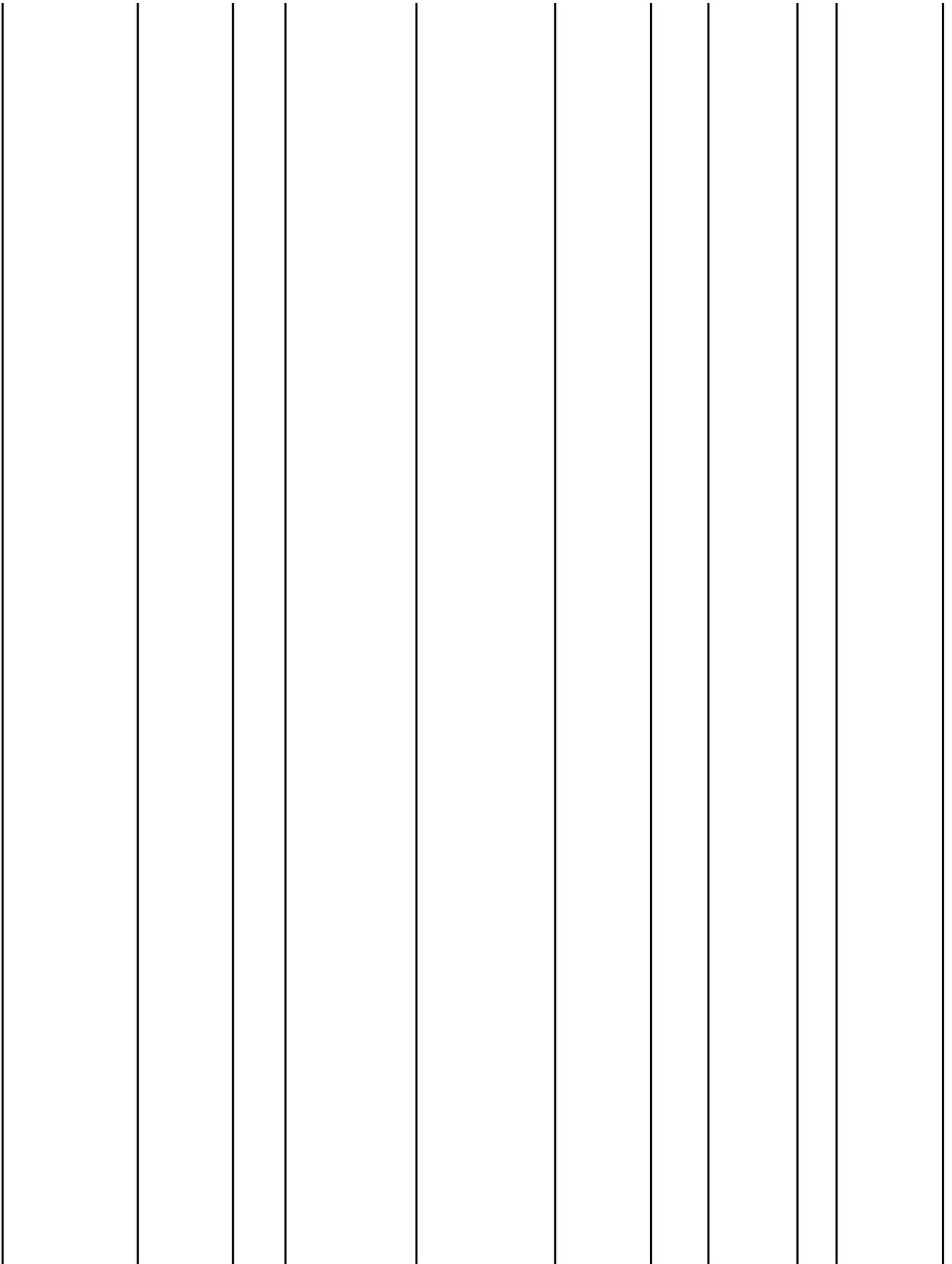


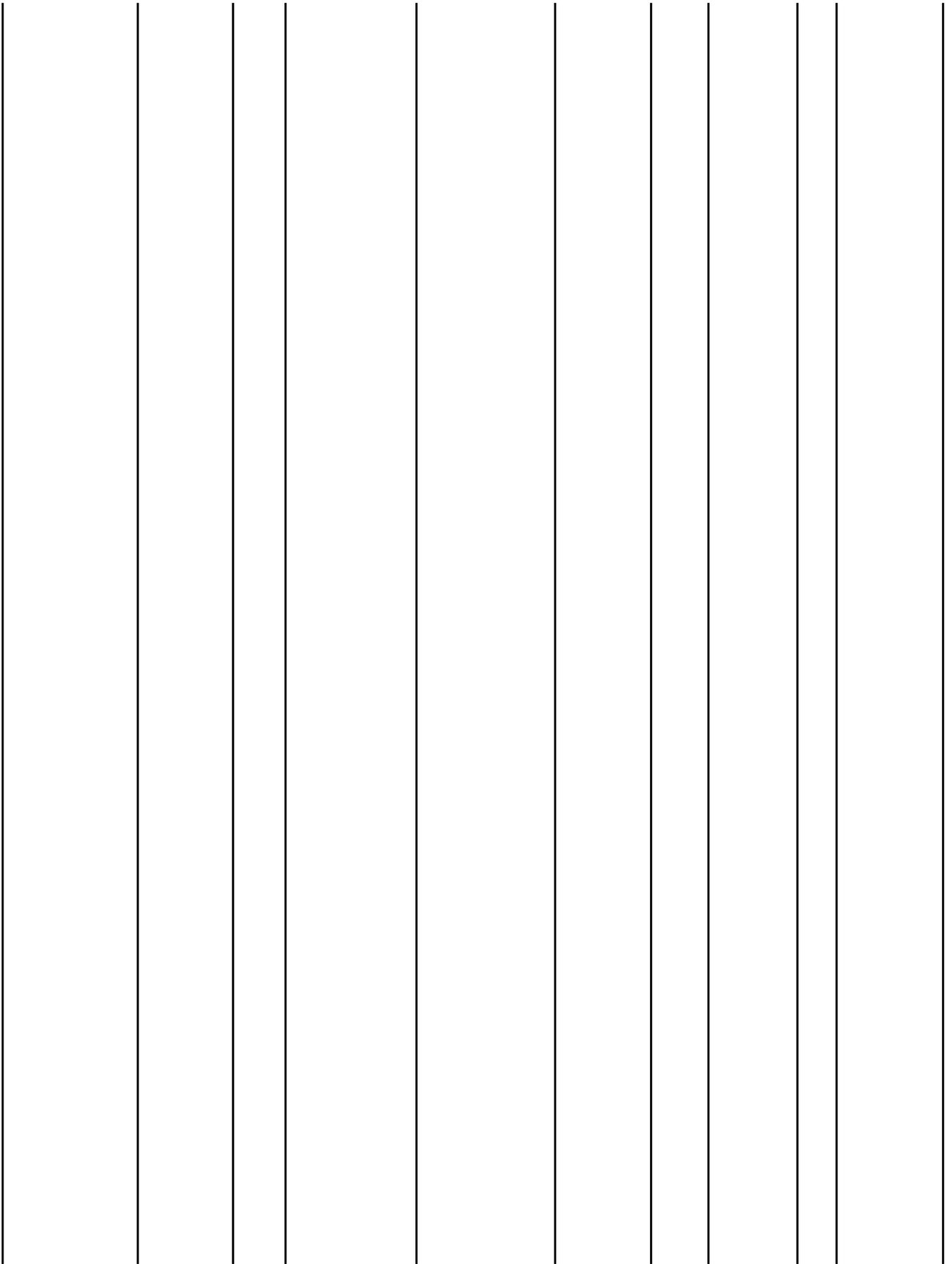


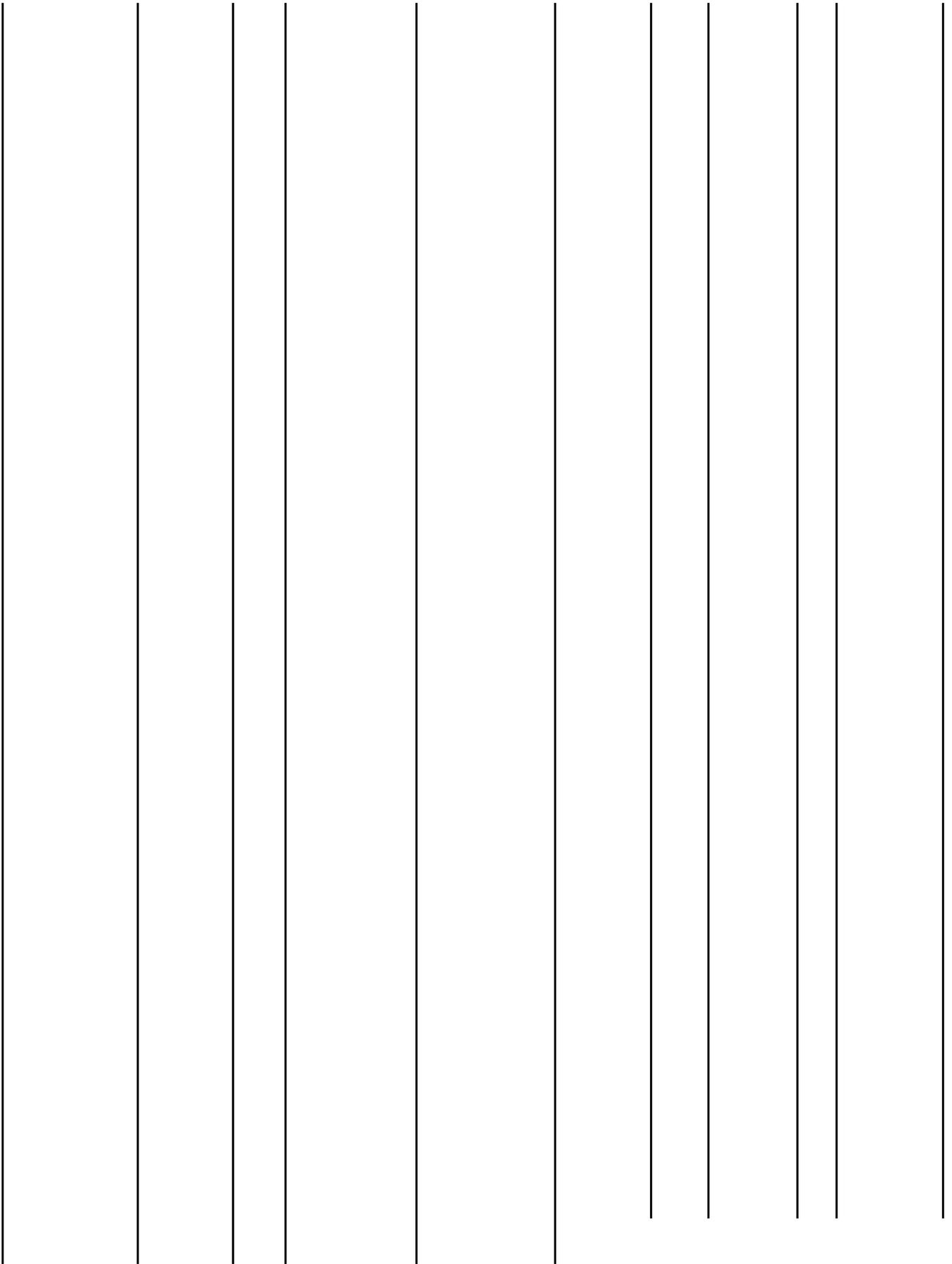












22075225635316

	<u>WAYSIDE</u>		<u>Willoway</u>					<u>CD</u>		
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	\$104.00							2	\$136.00
	\$154.00 sub flashfire							0	\$0.00
	\$154.00							0	\$0.00
	\$179.00							0	\$0.00
								0	\$0.00
	\$154.00		\$299.15	cont				1	\$92.00
								2	\$180.00
								1	\$74.00
	\$139.00							2	\$156.00
			\$266.50					3	\$555.00
	\$154.00							3	\$297.00
								0	\$0.00
								1	\$145.00
	\$99.00							5	\$350.00
								2	\$220.00
								2	\$344.00

			\$302.95		2	\$276.00
					1	\$176.00
	\$140.00		\$246.40	cont	1	\$87.00
	\$140.00				6	\$444.00
	\$155.00	bb			9	\$792.00
	\$195.00	bb			1	\$128.00
					6	\$576.00
					1	\$124.00
					1	\$88.00
	\$144.00				2	\$196.00
	\$174.00	bb			2	\$188.00
					8	\$544.00
			\$262.30		8	\$1,112.00
					0	\$0.00
					2	\$460.00
			\$222.80		2	\$460.00
			\$222.80	bb	6	\$942.00
					2	\$278.00
	\$230.00		\$307.35	bb	5	\$435.00
	\$255.00	bb	\$307.35	bb	2	\$286.00

	\$135.00		\$254.10	cont	3	\$270.00
	\$155.00	bb	\$254.10	cont	2	\$290.00
	\$135.00		\$278.82	bb	1	\$77.00
	\$185.00		\$314.80	bb	6	\$540.00
					2	\$196.00
					6	\$708.00
	\$175.00		\$226.30	cont	4	\$316.00
			\$226.30	cont	7	\$973.00
			\$226.30	cont	8	\$640.00
	\$190.00		\$208.10		3	\$465.00
					3	\$330.00
					5	\$490.00
					2	\$152.00
					0	\$0.00
					0	\$0.00
					2	\$360.00
					1	\$180.00
					1	\$77.00
	\$129.00	bb			2	\$206.00
					1	\$88.00
	\$114.00				1	\$79.00

	\$140.00			
	\$165.00	bb	\$249.59	cont
	\$104.00			
	\$140.00			
	\$165.00	bb		
	\$109.00		\$249.95	cont
	\$109.00			
			\$228.55	cont
	\$185.00	bb	\$330.80	bb
	\$120.00		\$223.25	cont
	\$159.00	bb	\$223.25	cont
	\$129.00			
	\$154.00	bb		
	\$139.00			
	\$159.00	bb		

1	\$98.00
1	\$90.00
1	\$81.00
1	\$77.00
1	\$89.00
2	\$180.00
1	\$88.00
1	\$76.00
1	\$90.00
1	\$118.00
3	\$321.00
4	\$596.00
10	\$640.00
1	\$106.00
3	\$252.00
1	\$149.00
5	\$395.00
2	\$236.00
4	\$320.00

			\$232.90	
			\$214.00	
	\$155.00			
	\$175.00	bb		
			\$233.30	cont
			\$211.40	cont
			\$232.25	cont
	\$129.00		\$145.00	bb
			\$169.95	cont
	\$154.00	bb		
			\$145.00	bb

2	\$162.00
5	\$575.00
0	\$0.00
3	\$354.00
0	\$0.00
5	\$590.00
1	\$118.00
2	\$158.00
1	\$82.00
6	\$408.00
7	\$518.00
7	\$525.00
2	\$144.00
7	\$840.00
1	\$128.00
5	\$400.00
9	\$1,035.00
7	\$490.00
0	\$0.00
2	\$196.00
2	\$196.00
4	\$280.00

			\$145.00	bb

8 \$968.00

2 \$156.00

5 \$605.00

40 tree min
or \$250
delivery

full load 120
items

Wayside

Willoway

did not meet
min

13 \$2,990.00

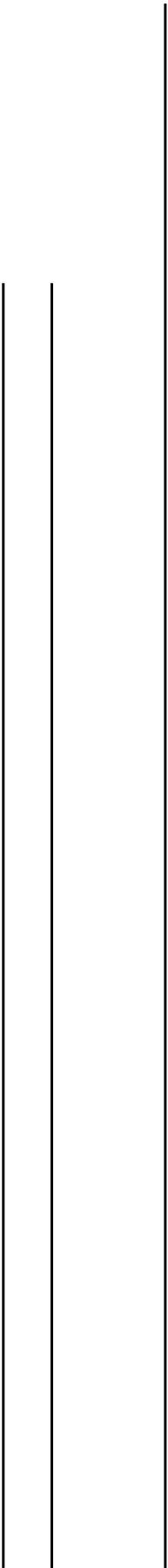
C22401

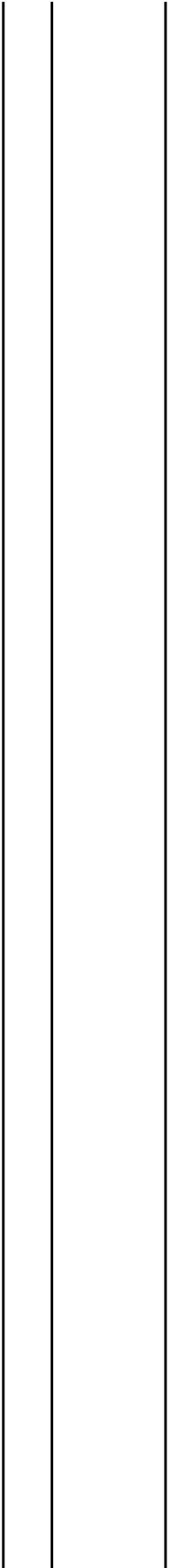
220-7522-563-53-16

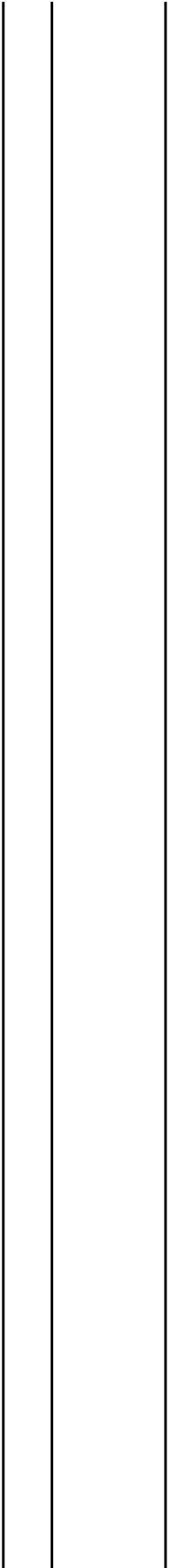
288 \$29,508.00

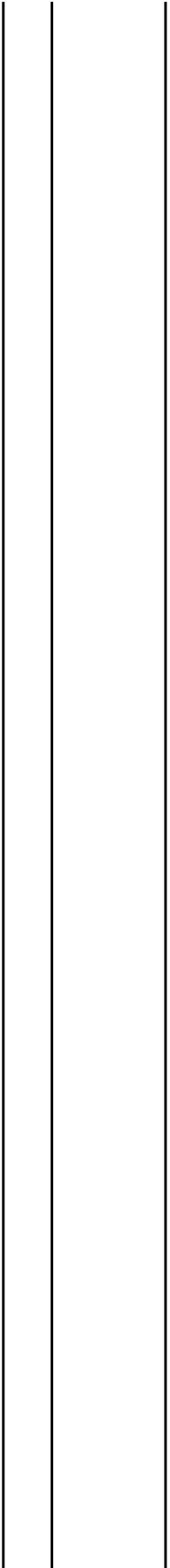
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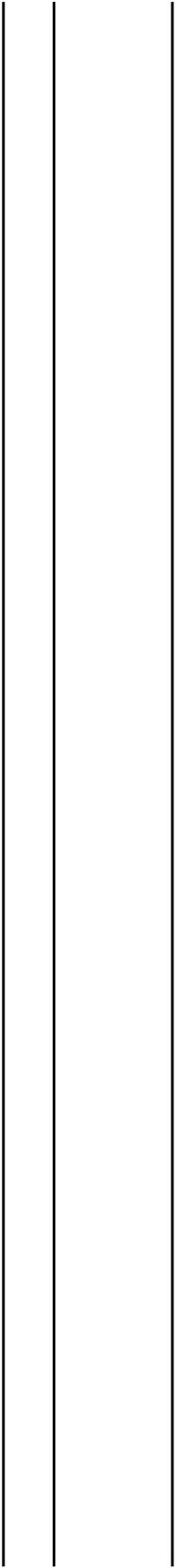












35060085313102

10043015335302

P2224S

P2230S

P2222S

<u>STREET</u>				<u>57th</u>		<u>Orchard</u>		<u>Scott</u>
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2 \$136.00

1 \$92.00

1 \$73.00

1 \$92.00

1 \$92.00

1 \$92.00

1 \$90.00

0 \$0.00

3 \$234.00

1 \$185.00

1 \$99.00

1 \$99.00

0 \$0.00

5 \$350.00

4 \$440.00

2 \$344.00

0	\$0.00		
0	\$0.00		
0	\$0.00		
5	\$370.00		
0	\$0.00	4	\$352.00
1	\$128.00	2	\$256.00
5	\$480.00		
10	\$1,240.00		5
2	\$176.00		
0	\$0.00		
1	\$94.00		
0	\$0.00		
9	\$1,251.00		
0	\$0.00		
3	\$690.00		
10	\$2,300.00	1	\$230.00
7	\$1,099.00		
0	\$0.00		
1	\$87.00		
0	\$0.00		

0	\$0.00
0	\$0.00
0	\$0.00
7	\$630.00
0	\$0.00
0	\$0.00
7	\$553.00
22	\$3,058.00
12	\$960.00
1	\$155.00
3	\$330.00
0	\$0.00
1	\$76.00
11	\$1,540.00
1	\$150.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00

0	\$0.00
2	\$180.00
0	\$0.00
0	\$0.00
0	\$0.00
1	\$90.00
0	\$0.00
0	\$0.00
0	\$0.00
1	\$118.00
1	\$107.00
1	\$149.00
19	\$1,216.00
0	\$0.00
2	\$168.00
0	\$0.00
10	\$790.00
3	\$354.00
4	\$320.00

3	\$243.00
7	\$805.00
0	\$0.00
2	\$236.00
1	\$129.00
1	\$118.00
1	\$118.00
3	\$237.00
6	\$492.00
1	\$68.00
6	\$444.00
8	\$600.00
2	\$144.00
18	\$2,160.00
0	\$0.00
5	\$400.00
1	\$115.00
9	\$630.00
0	\$0.00
3	\$294.00
2	\$196.00
7	\$490.00

6 \$726.00

3 \$234.00

5 \$605.00

350-6008-531-31-02

100-4301-533-53-02

P2224S

P2230S

P2222S

288 \$30,761.00

6 \$608.00

1 \$230.00

5

P2229S

P2221S

P2228S

	<u>Madison</u>		<u>Washington</u>		<u>Beecher</u>			
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2 \$220.00

\$620.00

1 \$143.00

6 \$930.00

	P2229S		P2221S		P2228S	
\$620.00	6	\$930.00	2	\$220.00	1	\$143.00
			21	\$2,751.00		
	597	\$63,020.00				

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**CITY OF WEST ALLIS
RESOLUTION R-2023-0135**

RESOLUTION UPDATING LANGUAGE AND CORRECTING TYPOS IN VARIOUS POLICIES

WHEREAS, certain policies regarding information technology are outdated and unnecessary; and

WHEREAS, a typo in a recently enacted premium pay was located;

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

SECTION 1: **REPEAL** “1303 Security, Protection, And Emergency Evacuation Procedures” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1303 Security, Protection, And Emergency Evacuation Procedures~~ (*Repealed*)

1. **PURPOSE:** To describe the procedures to be followed by the Information Services Division for the emergency evacuation and security of the Information Services facilities.
2. **ORGANIZATIONS AFFECTED:** This policy applies to all City of West Allis departments, boards, commissions, and the general public.
3. **POLICY:** It is the policy of the Information Services Division to follow a uniform set of procedures for the emergency evacuation and security of the Information Services facilities.
4. **REFERENCES:** None
5. **PROCEDURES:**
 - a. **RESPONSIBILITY** The Manager of the Information Services Division shall be responsible for making the necessary arrangements for the emergency evacuation and security of the Information Services facilities.
 - b. **GENERAL POLICIES**
 - i. It is the policy of the Information Services Division to prepare and implement an evacuation plan for the Information Services facilities in case of an emergency. Such a plan shall provide for the orderly evacuation of the Information Services facilities and utilization of damage control measures to minimize the loss of valuable data stored in such equipment. An evacuation plan would include as a component, a system by which employees of the department would be assigned a number of computer disks to carry with them as they evacuate the facility.
 - ii. It is the policy of the Information Services Division to prepare, on a weekly basis, backup of the data stored in the Division's equipment. Such backup is segregated from the Information Services facilities, placed for security reasons in the vault. Copies are also prepared of the computer disks containing quarterly payroll information and the City's master disk of property within municipal boundaries, after the tax roll is completed each year. These copies are placed in a local bank safe deposit box.
 - iii. To preserve the confidentiality of sensitive data, the Information Services Division utilizes a system of controlled files by which

terminal access to sensitive data is restricted. For example, access to such sensitive information as crime reports, parking tickets and payroll data, is available only to properly authorized personnel; and terminal access is limited solely to the offices of those individuals.

- iv. Employees of the Information Services Division shall respect the confidentiality of information that is processed by the Division.
- v. The Information Services facilities will be protected by a security system and have halon protection.
- vi. The proper information services equipment will be protected by an uninterruptible power supply (UPS).
- vii. All PCs will maintain anti-virus programs and surge protection.

~~Effective Date: 1/1/82~~

~~Revision Date: 1/1/98~~

SECTION 2: **REPEAL** “1314 Electronic Communication Systems Monitoring Policy” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1314 Electronic Communication Systems Monitoring Policy (Repealed)~~

1. **PURPOSE:** To protect the City's interest in maintaining the integrity of its electronic communication systems, the City has adopted and intends to rigorously enforce its policies regarding use of electronic communication devices in the workplace. The intent of the Policies is to maximize appropriate usage of the electronic communication systems and to ensure they are not used in a way that is disruptive, offensive to others, or contrary to the best interest and government of the City. Within these policies the City has made it clear that employees have no right to privacy with respect to electronic communication devices and that they consent to the City's accessing, intercepting, viewing and otherwise monitoring information (e.g. internet files, e-mail, etc.) contained on/in the electronic communication systems. It is the City's intent to maintain use of the electronic communication devices consistent with the policies, by means of monitoring such devices in accordance with the provisions of this monitoring policy.
2. **ORGANIZATIONS AFFECTED:** This policy applies to all City of West Allis departments, divisions, offices, boards, commissions, committees, and employees.
3. **POLICY:** It is the policy of the City to follow this set of procedures for the monitoring of electronic communication systems.
4. **REFERENCES:** City of West Allis Electronic Communication Policy; City of West Allis E-mail Policy; City of West Allis E-mail Record Retention Policy.
5. **PROCEDURES:**
 - a. **RIGHT TO MONITOR** The City has the right to, and will exercise the right to continuously access, intercept, view and otherwise monitor the contents of all electronic messages or files and other electronic system activity. This right includes locating substantive information that is not more readily available by some other means, and accessing messages and files which have been deleted but not fully erased from the system. The City will continuously access, intercept, view and otherwise monitor all employee communications indirectly or directly as needed, for, but not limited to, the following purposes:
 - i. cost analysis;
 - ii. resource allocation;

- iii. optimum technical management of information resources; and
 - iv. detecting use which is in violation of City policies or constitutes illegal activity. The contents of electronic communications properly obtained may be disclosed within the City to those with a legitimate need to know or to law enforcement officials, without the permission of an employee.
- b. PROCEDURE FOR MONITORING Monitoring, in accordance with this policy, shall be the responsibility of the Information Services Manager (ISM), under the general direction of the Mayor. This language does not change the supervisory authority of the Director of the Department of Administration & Finance over the Information Services Division. The ISM will routinely monitor employee use patterns to determine whether such patterns may indicate use inconsistent with the City's Electronic Communication Policies. If there is any indication of impropriety, the ISM shall notify the employee's Department Head/Appointing Authority (as defined in section 2.76 of the Revised Municipal Code). If the Department Head/Appointing Authority and the ISM determine that the employee's electronic system activity warrants further investigation, the ISM shall directly monitor the contents of the questionable electronic system activity as a part of such an investigation. The employee's Department Head/Appointing Authority shall be notified when the monitoring will take place and the results thereof. Such monitoring shall be limited to the date, time, source and a small portion of the text (that which is necessary to determine if improper use has occurred). In addition, a Department Head/Appointing Authority may request the ISM to directly monitor a particular employee's use pattern in accordance with this policy if he/she believes that the employee is/may be using an electronic communication device inappropriately contrary to City Policy. If monitoring indicates that an employee has used an electronic communication device inappropriately/contrary to City Policy, the employee's Department Head/Appointing Authority shall meet with the employee to discuss the reason for the monitoring, the results, thereof and to impose discipline, if deemed appropriate, in accordance with City Policy. The ISM shall also refer all monitoring information which may indicate illegal activity to the Chief of Police.

~~Effective Date: 05/02/00~~

SECTION 3: **REPEAL** “1315 Identity Theft Prevention And Red Flag Alerts” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

R E P E A L

~~1315 Identity Theft Prevention And Red Flag Alerts (Repealed)~~

1. PURPOSE:

Pursuant to the Fair and Accurate Credit Transaction Act (FACTA) provisions of the federal Fair Credit Reporting Act, the City of West Allis (City) must take appropriate measures to safeguard Personal Identifying Information and Covered Accounts from Identity Theft. The purpose of this policy shall be to identify the City’s response when patterns, practices, or specific activities occur that indicate the possible existence of Identity Theft and to take all reasonable steps to prevent, and mitigate the theft of Personal Identifying Information. As general guidance, this policy will apply to any City account, program, or procedure that allows multiple household or personal

payments or collects, transfers, stores, or records a person's personally identifiable information.

2. ORGANIZATIONS AFFECTED:

This policy applies to all City of West Allis departments, divisions, offices, boards, commissions, officials and employees.

3. REFERENCES:

Fair and Accurate Credit Transactions Act of 2003 (16 C.F.R. §681.2)

4. DEFINITIONS:

- a. Covered Accounts are accounts the City offers or maintains for personal, family, or household purposes that involve multiple payments or transactions and include deferred payments for services or property. Covered Accounts may include utility accounts, ambulance accounts, lien/loan accounts or any customer account where the extension of credit is offered resulting in a continuing relationship and therefore subject to provisions of the Fair and Accurate Credit Transaction Act of 2003.
- b. Identity Theft is a fraud committed or attempted using the Personal Identifying Information of another person without authority.
- c. Personal Identifying Information is any person's first name and last name in combination with any other information, that can be used to identify a specific person, so long as the information obtained would be sufficient to permit a person to commit Identity Theft against the person whose information was compromised. Other information may include but not be limited to a Social Security Number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number or address.
- d. Red Flag is a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

5. POLICY:

- a. Pursuant to State and federal law, the City shall adopt the following general administrative rules to identify and detect Red Flags that raise concerns that Personal Identifying Information or Covered Account information is potentially being misused or stolen and outline procedures for safeguarding this information. The policy shall include eight primary areas of compliance:
 - i. Personal Identifying Information
 - ii. Covered Accounts
 - iii. Red Flags
 - iv. Safeguarding Personal Identifying Information
 - v. Third Party Vendors
 - vi. Notice of Theft
 - vii. Notice of Security Breach
 - viii. Policy Implementation
- b. Personal Identifying Information The City collects a substantial amount of Personal Identifying Information through multiple processes requiring staff to assess and address risks associated with the collection of this information. Departments/divisions are responsible for assessing current compliance and documenting appropriate safeguard practices in writing.
- c. Covered Accounts Covered Accounts may include utility accounts or any customer account where the extension of credit is offered resulting in a continuing relationship. Covered Accounts or any other account where there may be a reasonably foreseeable risk to customers from Identity Theft are subject to provisions of the Fair and Accurate Credit Transaction Act which requires the City to take additional precautions to eliminate the threat of Identity Theft. Before a customer can open an account with the City, staff must make a good faith attempt to verify the identity of the person opening the

account. Prospective applicants who wish to receive a specific service must provide Personal Identifying Information as required by staff.

- d. Red Flags Red Flag patterns, practices or specific activities that indicate the possible existence of Identity Theft may include alerts, notifications, or other warnings received from local law enforcement or other governmental organizations. Such information may include a fraud alert or the United States Post Office providing a notice of address discrepancy. Categories of Red Flags associated with customer accounts or the ability to initiate a customer account may include:
- i. inquiries inconsistent with the history and usual pattern of activity of a customer including such things as a recent and significant increase in the volume of inquiries;
 - ii. an unusual number of recently established credit relationships;
 - iii. a material change in the use of services, or other unusual activity associated with the account;
 - iv. an account that was closed for cause or identified for abuse of account privileges;
 - v. documents provided for identification that appear to have been altered or forged;
 - vi. the photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification;
 - vii. other information on the identification is not consistent with information provided by the person opening a new account or customer presenting the identification;
 - viii. other information on the identification is not consistent with readily accessible information that is on file, such as a prior customer file; or
 - ix. an application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled. Other potential Red Flags such as the presentation of suspicious information that may include Personal Identifying Information that is inconsistent when compared against other information sources such as:
 - (1) an address that does not match any address in the financial system data file;
 - (2) a Social Security Number that does not match previous history for the same customer;
 - (3) Personal Identifying Information provided by the customer that is not consistent with other Personal Identifying Information provided by the customer;
 - (4) Personal Identifying Information provided is associated with known fraudulent activity as indicated by internal or third-party sources;
 - (5) an address on an application is the same as the address provided on a fraudulent application;
 - (6) a phone number on an application is the same as the number provided on a fraudulent application;
 - (7) Personal Identifying Information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources;
 - (8) an address on an application is fictitious, a mail drop, or a prison;
 - (9) a phone number that is invalid, or is associated with a pager or answering service;
 - (10) a Social Security Number provided is the same as that submitted by other persons opening an account or other

customer;

- (11) an address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers;
 - (12) a person opening the account fails to provide all required Personal Identifying Information on an application or in response to notification that the application is incomplete;
 - (13) Personal Identifying Information provided is not consistent with information that is on file with the City; or
 - (14) the person opening the account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report in response to a challenge question. Unusual or suspicious activity may include:
 - (A) shortly following the notice of a change of address for a customer account, the City receives a request for the addition of authorized users on the account;
 - (B) mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's Covered Account;
 - (C) the City is notified that the customer is not receiving their bill;
 - (D) payments are made in a manner associated with fraud; or
 - (E) an existing account with a stable history shows irregularities. The policy shall provide appropriate responses to detected Red Flags to prevent and mitigate Identity Theft. The City Administrative Officer, IT Manager, Department Manager, and City Attorneys office will determine an appropriate response commensurate with the degree of risk posed.
- e. Safeguarding Personal Identifying Information The City shall implement and maintain reasonable safeguards to protect the security and confidentiality of Personal Identifying Information, including its proper disposal. In the event a report indicates an information discrepancy, the discrepancy will be reported to the supervisor for further review and verification of the information, including verifying identification in person at the City, if necessary. Staff shall also report to their supervisor when it appears that account documents have been altered or forged when compared to other documents in a customer or employee file. It shall be brought to a supervisor's attention immediately if any customer, employee or applicant presents invalid identification, or identification that appears forged for the purpose of obtaining access to account information. Access to account information will be permitted in person at the City, only after verifying the person's identity through photo identification or by providing information known only to that person. Account information can also be obtained over the Internet with secure password protection. Access to customer account information via telephone or Internet shall require the customer to verify his or her identity using information that would only be known to the customer as reflected in the customer's account. Staff will notify their supervisor and make note in a customer's file when there is a lack of correlation between information provided by a customer and

information contained in a file for the purposes of gaining access to account information. Information will not be given without first clearing any discrepancies in the information provided. In addition, staff will no longer request Personal Identifying Information on certain forms if the data is determined no longer needed for operational purposes. Documents that have reached retention periods will be purged and destroyed in a manner that maintains Personal Identifying Information in a secure manner. Documents with Personal Identifying Information will be stored in locking files or behind locked doors. Any documents containing Personal Identifying Information will be destroyed or shredded prior to disposal. Staff will note unusual use of accounts, or suspicious activities related to accounts and promptly notify their supervisor when there are an unusually high number of inquiries on an account, coupled with a lack of correlation in the information provided by the customer or employee. When a supervisor is notified of a discrepancy, the supervisor will immediately contact (by telephone or email) the City Administrative Officer, IT Manager, Department Manager, and City Attorneys office. The supervisor will then submit a Red Flag Discrepancy Report detailing the event, to the City Administrative Officer, IT Manager, Department Manager and City Attorneys office, within 24 hours. The City Administrative Officer, IT Manager, Department Manager, and City Attorneys office will determine an appropriate response commensurate with the degree of risk posed. Printing Social Security Numbers on any mailed materials unless redacted; or on cards used to access products, services, or City buildings (such as ID cards); or publicly posting or displaying Social Security Numbers is prohibited. Exemptions include requirements by the state of Wisconsin; federal laws, including statute, such as W2s, W4s, 1099s, etc; records that are required by law to be made available to the public; records used for internal verification or administrative processes; and records used for enforcing a judgment or court order. Staff will monitor transactions and verify the validity of change of address requests, in the case of existing accounts. Staff will not provide Social Security Numbers or Tax Identification Numbers either verbally or in writing, even where a customer is asking for his/her own information. If the City discovers that any of its customers or employees have become a victim of Identity Theft through Personal Identifying Information used by the City in opening or maintaining an account or associated with any document, the City Administrative Officer, IT Manager, Department Manager, and City Attorneys office will take appropriate steps to mitigate the impacts of such Identity Theft. The IT Manager, in consultation with the City Administrative Officer, Department Manager and City Attorneys office, is responsible for safeguarding Personal Identifying Information stored in electronic format and to document safeguard practices in writing.

- f. Third Party Vendors The City has various business relationships with third party contractors. Under these business relationships, the third party contractor may have access to customer information covered under this policy. The City will ensure that the third party contractor's work for the organization is consistent with this policy by:
 - i. amending City contracts to incorporate these requirements; or
 - ii. by determining through written acknowledgment that the third party contractor has reasonable alternative safeguards that provide the same or a greater level of protection for Personal Identifying Information as provided by the organization.
- g. Notice of Theft Notice from customers or employees, victims of Identity Theft, law enforcement authorities, or other persons regarding possible Identity Theft in connection with customer or employee information can potentially be a Red Flag for Identity Theft. Upon notice of Identity Theft to a

supervisor, the City Administrative Officer, IT Manager, Department Manager, and City Attorneys office will be notified to determine an appropriate response commensurate with the degree of risk posed.

- h. Notification of Security Breach In the event Personal Identifying Information has been subject to a security breach, the City Administrative Officer, IT Manager, or City Attorneys office will notify the Police Department.
- i. Implementation Department/division heads whose departments/divisions are responsible for Covered Accounts shall be familiar with this policy and the Identity Theft Protection Acts, shall train their staff who deal with Covered Accounts as to this policy's requirements, and shall meet with their staff to assess current compliance and document appropriate safeguard practices in writing. Employees are responsible for complying with this policy and any internal processes as directed by their department/division. Noncompliance may result in formal disciplinary action up to and including termination of employment. Employees should contact their supervisor if they have questions about compliance with this policy. The Finance Division is responsible for auditing departments/divisions on an annual basis for compliance verification. A security checklist will be provided to each department/division that works with Covered Accounts to act as a guideline to ensure compliance and proper procedures are followed. The checklist will include sections on program elements, employees, safeguarding electronic information, vendor compliance, and information storage and disposal. Upon review and compliance with the checklist, each department/division must return a signed copy to the Finance Department. The City Administrative Officer, IT Manager, Finance Manager and City Attorneys office are responsible for oversight of the program and program implementation.

- 6. REVIEW AND UPDATE: As new ways are discovered to perpetrate Identity Theft, this policy must be updated to reflect changes in risks to customers, employees and to the safety of the City. This policy shall be reviewed annually in October by the City Administrative Officer, IT Manager, and City Attorneys office and updated as necessary.

Effective Date: 4/21/09

SECTION 4: AMENDMENT "1424 Overtime, Compensatory Time, And Premium Pay" of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1424 Overtime, Compensatory Time, And Premium Pay

1. PURPOSE

To describe the policies and procedures of the City of West Allis in regard to overtime, compensatory time, and premium pay for City employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, and City employees except represented protective service employees.

3. POLICY

It is the policy of the City to follow a uniform set of procedures in regard to overtime, compensatory time, and premium pay for City employees.

4. REFERENCES

City of West Allis Revised Municipal Code, Section 2.76 Fair Labor Standards Act (FLSA) City

of West Allis Policies and Procedures Manual, Policy 1205 – Payroll & Time Records City of West Allis Policies and Procedures Manual, Policy 1318 – On-Call City of West Allis Policies and Procedures Manual, Policy 1412 – Holidays City of West Allis Policies and Procedures Manual, Policy 1454 – Work Hours and Schedules

5. DEFINITIONS. In this section, the following terms and phrases shall have the corresponding meanings:

Bilingual	Able to proficiently and fluently interpret and translate, while maintaining intent and meaning, between the English language and either 1) American Sign Language or 2) a non-English language spoken by at least 5% of the City's population as determined by the most recent U.S. Census or American Community Survey.
Compensatory Time	Time off in lieu of overtime pay. Per the FLSA, Compensatory Time accrual for non-exempt employees shall not exceed 240 hours in a calendar year for non-protective service positions and 480 hours for protective service positions. Should compensatory time accrual exceed said hours in a calendar year, the additional time shall be compensated by a cash payment
Emergency Service	Work that must be done immediately to save lives and to protect property and public health and safety, or to avert or lessen the threat of a major disaster. The nature of Emergency Service shall be determined by the Department Head
Exempt Position	A position as evaluated, classified and adopted in the City's Pay Plan which is not entitled to overtime pay per the FLSA
Fair Labor Standards Act (FLSA)	The federal statute that establishes minimum wage, overtime pay, recordkeeping, and youth employment standards. It also establishes criteria for exempt and non- exempt positions
FLSA Overtime	Hours worked in excess of 40 hours per work week by a non-exempt employee
Hours Worked	All time during a work week wherein an employee is necessarily required to be on the employer's premises, on duty, or at a prescribed work place and/or is required or permitted to perform services of benefit to the employer; it does not include paid or unpaid leave time, such as, but not limited to: time off bank usage, extended sick leave bank usage, vacation, random holidays, sick leave, health care appointments, funeral leave, FMLA, or other time off
Non-Exempt Position	A position entitled to overtime pay per the FLSA. Under the FLSA, non-exempt employees are entitled to time and one-half their "regular rate" of pay for each hour worked over the applicable FLSA overtime threshold in the applicable FLSA work period
Premium Pay	Additional pay provided to employees for working certain types of hours or performing certain duties such as, but not limited to, overtime, incentive work, fill-in pay, interim assignment pay, and other miscellaneous premium pays identified herein
Special Service Overtime	Work that must be completed in order to meet statutorily required deadlines, services, or some other duty of similar nature. For use only when extraordinary circumstance exist, and the departmental salary budget has sufficient funds available for the overtime pay. Does not include the performance of routine or regular duties

6. RESPONSIBILITIES

- a. Department Heads
 - i. Endeavor to minimize the need for overtime and compensatory time.
 - ii. (Reserved).
 - iii. Granting of all overtime, compensatory time, and premium pay is at the sole discretion of the Department Head and permission must be granted in advance.
 - iv. Determine the nature of Emergency Service.
- b. Employees Employees shall receive advanced permission prior to working overtime, earning premium pay, and working or using compensatory time.

7. OVERTIME PROCEDURES

- a. FLSA Exempt Employees: Employees in FLSA Exempt positions, per the City of West Allis pay schedule adopted by the Common Council, are not eligible for overtime per FLSA. However, said employees shall be allowed flexibility with respect to the hours worked over 45 hours per week (e.g., late arrivals, longer lunches, early departures, and other personal accommodations).
 - i. FLSA Exempt Employees, other than those employees in the Executive or Managerial Service, Assistant City Attorneys, Assistant Chief in Fire Department, and Deputy Chiefs in the Police and Fire Departments shall not be compensated with pay for hours worked over 401 but less than 45 hours per work week; however flexibility shall be allowed with respect to the excess hours. In addition, such employees are eligible for compensatory time earned at straight time (i.e., not time and one half or double time) for any regular hours worked in excess of 45¹ hours per week, except in the case of those who work a 4-2 schedule, compensation at straight time shall be earned when hours worked exceeds four (4) hours beyond their normal work schedule for that week.
 - ii. Compensatory Time Earned Unless otherwise noted, overtime work shall be credited to a compensatory time account. Compensatory time earned may be used for time off when approved by an employee's Department Head.
 - iii. Compensatory Time Paid as Overtime
 - (1) In December of each year, an employee will receive payment for all hours of compensatory time in excess of 60 hours that are listed in their account as of the last pay period ending in November of that year.
 - (2) Any unused compensatory time earned between the last pay period ending in November through December 31 of that year, which causes the compensatory time accrual to exceed 60 hours, shall be paid out as overtime.
 - (3) An employee, with the approval of their Department Head, shall have the option to receive payment for all or any part of the hours in their compensatory time account. Such payment shall be made by the second pay period following the request. All hours to be paid under this section will be subtracted from the employee's account as of such pay period.
 - iv. Compensatory Time Carryover
 - (1) An employee shall be allowed to carry over a maximum of 60 hours of compensatory time into the next calendar year.
 - (2) Under extenuating circumstances, an employee may request and the City Administrator may approve the carryover of more than 60 hours.
 - (3) All compensatory time hours carried into the next calendar year shall only be granted as time off. When compensatory time is taken, said time shall first be reduced from the hours that were carried over. At separation of employment, carried over compensatory time shall extend the term of employment.
- b. FLSA Non-Exempt Employees
 - i. FLSA Overtime Earned An employee in a FLSA Non-Exempt Position per the City of West Allis pay plan adopted by the Common Council shall be paid overtime at the FLSA rate of one and one-half times their regular rate of pay for Hours Worked in excess of 40 per work week.
 - ii. Compensatory Time in Lieu of Overtime
 - (1) An employee may request to have hours added to their Compensatory Time account in

lieu of FLSA Overtime pay. In December of each year, an employee will receive payment for all hours of Compensatory Time in excess of 60 hours that are listed in their account as of the last pay period ending in November of that year. An employee shall be allowed to carry over a maximum of 60 hours of Compensatory Time into the next calendar year. All Compensatory Time hours carried into the next calendar year shall only be compensated as time off. When Compensatory Time is taken, said time shall first be reduced from the hours that were carried over.

- (2) Employees in the Engineering Department or Police Department, at the discretion of the Department Head, shall be allowed to carry over up to 120 hours in their Compensatory Time account for use as time off only; however, the balance in said account shall be reduced to 40 hours by April 30.
 - (3) An employee with the approval of their Department Head shall have the option to receive payment for all or any part of the hours remaining in their Compensatory Time account (excluding any hours carried over from the previous calendar year). Such payment shall be made by the second pay period following the request. All hours to be paid under this section will be canceled from the employee's account as of such pay period.
 - (4) Public Works Department (PW) Employees not assigned on a regular basis to office positions shall be paid for any overtime work unless an employee requests the overtime to be added to their Compensatory Time account.
- iii. Double Time- 5-2 Schedule Employees (4-2 Schedule Employees excluded) Overtime at the rate of double their regular rate of pay shall be paid or accrued for all hours worked on Sundays and paid holidays, if not part of the employee's regular work schedule. This provision shall only apply to employees who are required to work on Sundays or holidays if 40 hours paid during the same week. An employee who chooses to work on those days shall not be entitled to double time pay.
- c. Part-Time Employees
- i. Part-Time FLSA Exempt Employees: Any hours worked in excess of their normal budgeted schedule can either be paid or accrued as compensatory time at straight-time, depending on Department staffing needs, budgetary availability, and Department Head approval.
 - ii. Part-Time FLSA Non-Exempt Employees Who Work 40 Hours or Less in a Work-Week: Any hours worked in excess of their normal budgeted schedule can either be paid or accrued as Compensatory Time at straight-time, depending on Department staffing needs, budgetary availability, and Department Head approval.
 - iii. Part-Time FLSA Non-Exempt Employees Who Work More Than 40 Hours in a Work Week: Only with advance approval by the Department Head, Finance Director, and City Administrator, may such employee work in excess of 40 hours. With said approval, such employees shall be paid in cash at straight time up to 40 hours and any such hours worked over 40 hours may either be paid in cash or accrued as Compensatory Time at time and one-half (1½), depending on Department staffing needs, budgetary availability, and Department Head approval.
- d. Emergency or Special Service Overtime
- i. Executive or Managerial Service Employees: In no case shall an Executive or Managerial Service employee receive Emergency or Special Service overtime or compensatory time.
 - ii. FLSA Exempt Employees: Overtime at the straight time rate of pay shall be paid for all Emergency or Special Service work or Special Service work performed by employees after reaching 40 hours paid in a week. Employees may request compensatory time in lieu of overtime.
 - iii. FLSA Non-Exempt Employees: Overtime at the rate of time and one half (1½) the regular rate of pay shall be paid for all Emergency performed by employees after reaching 40 hours paid in a week. Employees may request compensatory time in lieu of overtime.

8. PUBLIC WORK INCENTIVE ROUTE PROCEDURES

- a. Employees shall receive compensation equal to 8 hours of pay on any day designated as an “incentive work” day by the Director of Public Works/Engineering or his/her designee, even though they are allowed to “punch out” prior to completing 8 hours of actual work. Said employees may be required to perform other duties and/or participate in training. When required to perform other duties and/or participate in training during normal working hours (i.e., 7:00/7:30 a.m. to 3:00/3:30 p.m.), said time is considered part of the “incentive work” day and therefore no additional pay is provided. Example: an employee attends training from 7:00 a.m. to 8:00 a.m. and then performs their incentive route collection from 8:00 a.m. to 1:30 p.m. (total of 6.5 hours worked); the employee would receive their regular 8 hours of incentive route pay.
- b. Incentive Refuse Task Rate. Employees working as collectors on incentive routes shall receive an additional \$2.00 per hour.
- c. Overtime at the rate of time and one-half (1½) the regular rate of employee pay shall be paid or accrued for all hours spent performing snow/ice control/removal (that is, after their incentive route duties have been successfully completed), between the hours of 7:00/7:30 a.m. and 3/3:30 p.m.; in excess of 8 hours per day; or on Saturday.
- d. Overtime at the rate of double the regular rate of employee pay shall be paid or accrued for incentive work on Sundays or paid holidays.
- e. Incentive Refuse Shortened Work Week Premium. On each day of a shortened work week either due to a Holiday, weather related issue or any other assignment issue, where it may require the collection of refuse/recycling services in a shortened work week/timeframe, the assigned personnel performing such services, working as collectors on an incentive refuse/recycling route and working 125% of a day’s assigned route (1¼) or more as necessary for each work day. The assigned collectors shall be compensated an additional 2 hours pay at time and one-half.

9. DEPARTMENT OF PUBLIC WORKS FILL-IN PAY (FIP)

- a. Fill-in Pay (FIP) for PW Employees performing job duties of a higher classification will be granted for one (1) full day of work (as defined within Policy 1454, Work Hours and Schedules, typically eight (8) hours). In other words, there will be no FIP for less than one (1) full day/eight (8) hours and no proration for partial days. FIP work shall generally apply to short-term situations, must be authorized in advance by the Department Head, and shall be documented using regular time processing methods. FIP shall be administered as follows:
- b. To provide additional compensation to those who are filling in for supervisor positions where directions and assignments need to be given, and oversight provided, to staff on days that the permanent supervisor is not available, or other similar assignments that distinctly require a higher level of work to be completed in the regular employee’s absence. It is not intended to be paid to employees who are taking over a portion of another employee’s work such as answering phones or responding to walk in customers, and other similar duties. Employees filling in for positions 1-2 grades above the employee’s position - \$20 per day. Employees filling in for positions 3 or more grades above the employee’s position - \$40 per day.
- c. Guidelines.
 - i. If the superintendent is absent, the designated lead will be responsible to cover the superintendent duties - there will be no applicable FIP.
 - ii. If the lead person is absent, the superintendent will be responsible to cover the lead duties (an exception may be made if the superintendent justifies the need for fill-in lead duties).
 - iii. During a work day where both the superintendent and lead person are absent, the FIP will be awarded at the minimum level for that date; i.e., lead position.

10. INTERIM ASSIGNMENT PAY (IAP)

- a. Interim Assignment Pay (IAP) will be used as “temporary appointments” to higher job classifications and shall generally apply to long-term situations of two (2) weeks’ time or more. IAP shall be formally processed using a Personnel Action Form (PAF). All job classifications, except Executive Service, shall be eligible for IAP. When a Department Head is aware of an absence of 30 or more consecutive calendar days, the IAP shall be

- paid from the first day of the temporary assignment.
- b. The IAP is based on the pay range of the position temporarily being filled, and shall provide at least a 3-5% pay increase over the employee's current pay rate.
- c. If a non-exempt employee is temporarily assigned to an exempt position, said employee retains their status as a non-exempt employee.
- d. If a temporary assignment extends beyond 90 consecutive calendar days, the Department Head may seek approval from the City Administrator and the Director of Human Resources to extend the appointment. Any temporary assignment extending beyond 180 consecutive calendar days must be approved by the Common Council and re-approved for every additional 90 consecutive calendar days thereafter.
- e. In the event an employee assumes a portion of the position's responsibilities, as determined by the Department Head, the Department Head shall prorate the applicable increase based on the percentage of the duties performed as related to the amount and level of difficulty of duties assumed. The Department Head shall document the duties to be performed on the PAF.
- f. For an employee receiving IAP, such pay shall not be compensated if that employee is either off of work in a non-working capacity, per 5(f), resulting in off work status past 5 work days. The person receiving IAP shall be compensated at his/her original pay rate prior to receiving the IAP.

11. MISCELLANEOUS PREMIUM PAY

- a. Emergency Service Call Back Pay: All Non-Exempt Employees (except Executive Service Employees) called in to perform Emergency Service shall be paid a minimum of two (2) hours at the employee's regular base hourly rate of pay if such emergency time worked is less than 1.4 hours (or less than 1 hour for work on Sundays/paid Holidays per Section 7(b)(iii)). Once an employee works equal to or more than 1.4 hours, all time worked will be compensated at time and one-half; or for Sundays/paid Holidays per Section 7(b)(iii), once an employee works equal to or more than 1 hour, all time worked will be compensated at double time. Scheduled overtime and scheduled call backs do not constitute emergency service call back. The decision as to the emergency nature of the service shall be determined by the Department Head.
- b. Dispatcher Training Task Rate Pay: Employees classified as a Dispatcher (excluding the Dispatcher/Trainer position) shall receive \$1.00 per hour for every hour worked training other Dispatchers.
- c. Acting Communications Supervisor (Dispatch Center) Pay: Employees classified as a Dispatcher shall receive \$1.50 per hour for every hour worked as an Acting Communications Supervisor.
- d. Watch Duty Pay: PW Employees shall receive \$100.00 per week when on Watch Duty. An additional \$45.00 per day shall be paid for each paid holiday per Policy 1412 – Holidays, which occurs during the on-call week. Refer to the Department's Standard Operating Procedures manual along with supplements from individual Divisions which list the guidelines and responsibilities for those employees assigned watch duty.
- e. Shift Differential Pay: Shift differential shall not be paid for any position whose work schedule is outside of the normal hours of operation as set by the Revised Municipal Code, Department Head, or building policy.
- f. Voting Equipment Technician Premium Pay: Employees shall receive \$0.50 per hour for every hour worked as a Voting Equipment Technician.
- g. IT On-Call Premium: Employees of the IT Department assigned weekly on-call duties and responsibilities shall receive \$100.00 per week while on-call. An additional \$45.00 per day shall be paid for each paid holiday per Policy 1412 – Holidays, which occurs during the on-call week. Refer to Policy 1318 - On-Call for policies and procedures of the on-call process.
- h. Annual Holiday Pay: Non-represented protective service personnel (Police Classifications: Lieutenant, Captain, Deputy Chief, Chief; Fire Classifications: Battalion Chief, Deputy Chief, Assistant Chief, Chief) working a 5-2 schedule (i.e., Monday-Friday), shall receive an amount equal to 6.26% of their annual pay on or about December 1 of every year; in addition, said personnel shall receive time off with pay for any holiday, covered under Policy 1412-Holidays,

that falls on a scheduled work day. Those said non-represented protective service personnel working a 4-2 schedule (Police) or 24 hour duty (Fire), shall receive 11 days of 8 hour days of 8 hours each paid at time and one-half; however do not receive time off with pay for any holiday covered under Policy 1412-Holidays that fall on a scheduled work day. New employees and existing employees will be compensated on a pro-rated basis computed on time worked during that calendar year.

- i. West Allis Resident Incentive Premium Pay: An employee who resides within the City of West Allis shall be granted an additional premium payment determined in the Salary Schedule; no post-dating or pre-dating shall take place. An employee is required to notify their Department Head within twenty-four (24) hours of any change in residency. The Department Head shall submit a PAF to the HR Department within 24 hours of notification.
- j. Police Department SWAT Team Pay: Police Department non-represented staff who are members of the SWAT team shall receive an additional monthly payment consistent with represented SWAT team members' monthly payment.
- k. Paramedic Pay: Fire Department non-represented officers who hold paramedic certification shall be compensated at the same rate as represented employees of the Department who receive paramedic incentive pay.
- l. Master Trade Licenses and Certification Pay: Effective June 1, 2017, an Electrical Mechanic or Plumber holding a Master License from the State of Wisconsin will receive an additional 2% of base pay (Step 1 of applicable position) to be paid over 26 pay periods for attaining and maintaining the Master License when approved in writing by the Director of Public Works. Equipment Mechanics holding a Certification from either a National Institute for Automotive Service Excellence (ASE) or the Structural Welding Certificate from the State of Wisconsin will receive an additional 2% of base pay (Step 1 of applicable position) to be paid over 26 pay periods for attaining and maintaining the certification or license. In addition, the City will pay for recertification, training, continuing education credits, and other fees necessary for the maintenance of said licenses and certifications.
- m. Emergency Medical Dispatch Certification Pay: Police Department-Full-time Dispatchers, Police Communication Supervisors, and the Communication Manager holding Emergency Medical Dispatch certification shall receive an annual payment of \$300 payable in December.
- n. Work Reduction Pay: Fire Department Battalion Chiefs receive work reduction days off, with compensation, due to their 24-hour work schedule. Each Battalion Chief will be credited with 216 hours of work reduction/compensatory time, consisting of nine (9) periods of twenty-four (24) hours each. The effect of the Work Reduction Pay is to reduce the average work week to 51.84 hours, and the basic work year to 2,695.68 hours.
- o. Compression Pay Differential for Police and Fire Department Sworn Non-Represented Employees: Compression Pay Differential provides for the following minimum pay difference for employees in such positions:
 - i. Fire Chief: 29% above the Captain Max (which is 8% above the Assistant Fire Chief)
 - ii. Assistant Fire Chief: 21% above the Captain Max (which is 8% above the Deputy Fire Chief)
 - iii. Deputy Fire Chief: 8% above the Captain Max (which is 5% above the Fire Battalion Chief)
 - iv. Fire Battalion Chief: 8% above the Captain Max
 - (1) Battalion Chiefs work a normal schedule of 51.84 hours per week. Therefore, these positions do not earn regular overtime until greater than 51.84 hours are worked per week. Overtime earned by Battalion Chiefs is at straight time
 - v. Police Chief: 29% above the Det. Sgt. Max (which is 8% above the Deputy Police Chief)
 - vi. Deputy Police Chief: 21% above the Det. Sgt. Max (which is 8% above the Police Captain)
 - vii. Police Captain: 13% above the Det. Sgt. Max (which is equivalent to the Police Lt.)
 - viii. Police Lt.: 8% above the Det. Sgt. Max
- p. Bilingual Premium Pay: Each bilingual employee shall receive \$50 per pay period if the employee is:
 - i. A non-probationary, non-sworn, FLSA-nonexempt, regular full-time employee;
 - ii. Not required to use a second language in their regular job duties;
 - iii. Employed in a customer-facing position;
 - iv. Utilizing their bilingual skill in necessary situations at least 10% of hours worked;

- v. If interpreting American Sign Language, licensed under Wis. Stat. 440.032.
- vi. Approved for premium pay by that employee's Department Head, the HR Director, and the City Administrator.
 - (1) Approval is based upon the employee's proficiency, how frequently the employee serves as an interpreter or translator when asked by other employees within and outside the employee's department, and the employee's availability to translate or interpret during non-scheduled work hours and emergencies.
 - (2) Approval may be suspended or rescinded if the employee is not rated as performing during a performance review, the employee is reassigned to a different job position, the functions of the job position no longer meet the requirements for this premium pay, the employee does not maintain proficiency, or the employee is off work in a non-working capacity resulting in off work status for an entire pay period.

SECTION 5: **AMENDMENT** “1312 E-Mail Policy” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

1312 E-Mail Policy

1. PURPOSE:

The City of West Allis (the "City") provides certain employees with systems to send and receive electronic mail (e-mail) so they can work more productively. E-mail gives employees a useful way to exchange ideas, share files, and keep in touch with colleagues, whether they are located in the next room, another City building, or thousands of miles away. The City's e-mail system is a valuable business asset. The messages sent and received on the e-mail system, like memos, purchase orders, letters, or other documents created by employees in the course of their workday, are the property of the City and may constitute public records. This policy explains rules governing the appropriate use of e-mail and sets out the City's rights to access messages on the e-mail system.

2. ORGANIZATIONS AFFECTED:

This policy applies to all City of West Allis departments, divisions, offices, boards, commissions, committees and City employees.

3. POLICY:

It is the policy of the City to follow this set of procedures for the use of the City's e-mail system.

4. REFERENCES:

Electronic Communications Privacy Act of 1986 and its exceptions; Wis. Stats. §19.21; Wis. Stats. §947.0125.

5. PROCEDURES:

a. ACCESS TO EMPLOYEE E-MAIL

- i. Employees should not have any expectation of privacy with respect to messages or files sent, received, or stored on the City's e-mail system. E-mail messages and files, like other types of correspondence and City documents, can be accessed and read by authorized employees or authorized individuals outside the City. The City reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the e-mail system for any purpose. The contents of e-mail properly obtained for legitimate business purposes, may be disclosed within the City without the permission of the employee.

Authorized access to employee e-mail by other employees or outside individuals includes, but is not limited to, the following:

- (1) Access by the systems administration staff during the course of system maintenance or administration;
 - (2) Access approved by the employee, the employee's supervisor, or an officer of the City when there is an urgent business reason to access the employee's mailbox - for example, if an employee is absent from the office and the supervisor has reason to believe that information relevant to the day's business is located in the employee's mailbox;
 - (3) Access approved by the employee's supervisor, the City's Personnel Division, or an officer of the City when there is reason to believe the employee is using e-mail in violation of the City's policies;
 - (4) Access approved by the City's Personnel Division or the City Attorney's Office in response to the City's receipt of a court order or request from law enforcement officials for disclosure of an employee's e-mail messages.
- ii. Except as otherwise noted herein, e-mail should not be used to communicate sensitive or confidential information. Employees should anticipate that an e-mail message might be disclosed to or read by individuals other than the intended recipient(s), since messages can be easily forwarded to other individuals. In addition, while the City endeavors to maintain the reliability of its e-mail system, employees should be aware that a variety of human and system errors have the potential to cause inadvertent or accidental disclosures of e-mail messages.
- iii. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.
- iv. The City will continuously access, intercept, view and otherwise monitor all employee communications indirectly or directly as needed, for reasonable purposes. The contents of electronic communications properly obtained may be disclosed within the City to those with a legitimate need to know or to law enforcement officials, without the permission of an employee.

b. **PASSWORDS**

Each user accesses the e-mail system by means of a personal log-in name and password, which will be selected by the employee and kept on file with the Department Head.

- i. Passwords are intended to keep unauthorized individuals from accessing messages stored on the system. From a systems perspective and from the perspective of an e-mail recipient, passwords also establish the identity of the person sending an e-mail message. The failure to keep passwords confidential can allow unauthorized individuals to read, modify, or delete e-mail messages; circulate e-mail forgeries; and download or manipulate files on other systems.
- ii. The practice of using passwords should not lead employees to expect privacy with respect to messages sent or received. The use of passwords for security does not guarantee confidentiality. (See Section 5(a), "Access to Employee E-mail").
- iii. Passwords should never be given out over the phone, included in e-mail messages, posted, or kept within public view.
- iv. Employees are prohibited from disclosing their password, or those of

any other employee, to anyone who is not an employee of the City. Employees also should not disclose their password to other employees, except when required by an urgent business matter (see Section 5(a)(i)(2) of this policy).

c. PERSONAL USE

- i. The city allows limited, occasional, or incidental personal use of its e-mail system during lunch or break times, subject to the following conditions and restrictions:
 - (1) Personal use must not:
 - (A) Involve any prohibited activity (see Section 5(d));
 - (B) Interfere with the productivity of the employee or his or her co-workers;
 - (C) Consume system resources or storage capacity on an ongoing basis; or
 - (D) Involve large file transfers or otherwise deplete system resources available for business purposes.
 - (2) Employees should not have any expectations of privacy with respect to personal e-mail sent or received on the City's e-mail system. Employees should delete personal messages as soon as they are read or replied to. Employees should not store copies of the personal messages they have sent. Because e-mail is not private, employees should avoid sending personal messages that are sensitive or confidential.

d. PROHIBITED ACTIVITIES

- i. Employees are strictly prohibited from sending e-mail or otherwise using the e-mail system in connection with any of the following activities:
 - (1) Engaging in personal business or entertainment on City time;
 - (2) Engaging in illegal, fraudulent, or malicious activities;
 - (3) Engaging in the unlawful use of the e-mail system as set forth in Section 947.0125 of the Wisconsin Statutes (Unlawful use of computerized communication systems);
 - (4) Sending or storing offensive, disruptive, obscene, or defamatory material. Materials which are considered offensive include, but are not limited to: any materials which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, race, creed, color, sex, ancestry, religious or political beliefs, marital status, national origin or disability;
 - (5) Annoying or harassing other individuals;
 - (6) Using another individual's account or identity without explicit authorization;
 - (7) Attempting to test, circumvent, or defeat security or auditing systems, without prior authorization;
 - (8) Accessing, retrieving or reading any e-mail messages sent to other individuals, without prior authorization; or
 - (9) Permitting any unauthorized individual to access the City's e-mail system.

e. CONFIDENTIAL INFORMATION

- i. All employees are expected and required to protect the City's confidential information. Employees shall not transmit or forward confidential information to outside individuals or companies without the permission of their supervisor and the Systems Administrator. See Section 5(g), Encryption.
- ii. The City also requires its employees to use e-mail in a way that

respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material - for example, software, database files, documentation, or articles - using the e-mail system.

f. RECORD RETENTION

- i. The same rules which apply to record retention for other City documents apply to e-mail. As a general rule, e-mail is a public record whenever a paper message with the same content would be a public record.
 - ii. The specific procedures to be followed with respect to the retention of e-mail records is contained in the City's E-Mail Record Retention Policy. The E-Mail Record Retention Policy shall be reviewed by all employees in conjunction with this E-Mail Policy and it shall be incorporated herein as if fully set forth.
- g. ENCRYPTION Encrypting e-mail messages or attached files sent, stored, or received on the City's e-mail system is prohibited except where explicitly authorized. Employees are prohibited from using or installing any encryption software without prior permission from the City's Systems Administrator. Employees with a business need to encrypt messages should submit a written request to their supervisor and the Systems Administrator. When authorized to use encryption by their supervisor and the Systems Administrator, employees shall use encryption software supplied to them by the Systems Administrator. Employees who use encryption on e-mail stored on a City computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all the passwords and/or encryption keys necessary to access the e-mail.
- h. E-MAIL POLICY VIOLATIONS Employees violating the City's e-mail policy are subject to discipline, up to and including termination. Employees using the e-mail system for defamatory, illegal, or fraudulent purposes and employees who break into unauthorized areas of the City's computer system also are subject to civil liability and criminal prosecution.
- i. STANDARD DISCLAIMER All outbound e-mails shall contain the standard disclaimer specified by the City Attorney's Office as listed in the attached "City of West Allis Disclaimer." This disclaimer will be automatically appended to all outgoing emails by the City's e-mail server.

Effective Date: 02/06/98 **Revision Date:** 10/21/14

E-MAIL AND ELECTRONIC COMMUNICATIONS POLICIES

EMPLOYEE NOTICE As an employee of the City of West Allis (the "City"), I recognize and understand that the City's electronic communication systems are provided for conducting the City's business. However, City policy does permit some limited, occasional, or incidental personal use of the equipment and services under certain circumstances. I understand that all equipment, software, messages and files are the exclusive property of the City. I agree not to use the electronic communication systems in a way that is disruptive, offensive, or harmful to others or to the City. I agree not to use pass codes, access a file or retrieve any stored communication other than where authorized. I agree not to copy, send or receive confidential information without prior authorization from my immediate supervisor and the Systems Administrator. I am aware that the City reserves and will exercise the right to review, audit, intercept, access and disclose all matters on the City's electronic communications systems at any time. I am aware that the City may exercise these rights with or without employee notice, and that such access may occur during or after working hours. I am aware that use of a log-in name and password do not guarantee confidentiality, guarantee privacy or restrict the City's right to access electronic communications. I am aware that violations of this policy may subject me to disciplinary action, up to and including discharge from employment, as well as civil and/or criminal liability. I acknowledge that I have read and that I understand the City's policies regarding e-mail and electronic communications. I also acknowledge that I have read and that I understand this notice.

_____ Signature of Employee Date

POLICY REMINDER Use of electronic communication systems is controlled by the City's E-mail and Electronic Communication Policies. These systems are provided for **BUSINESS USE**. However, City policy does permit some limited, occasional, or incidental personal use under certain circumstances. The City has the **RIGHT TO MONITOR** all messages and Internet activities. Employees have **NO RIGHT TO PRIVACY** when using these systems. Misuse of the systems may subject employees to discipline up to and including termination and/or loss of access privileges. If you have not reviewed and signed an acknowledgement form for the City's E-mail and Electronic Communication Policies, you may not access these systems. **PRESSING "OK" SIGNIFIES YOU HAVE READ AND ACKNOWLEDGE THE CITY'S E-MAIL AND ELECTRONIC COMMUNICATION POLICIES**

CITY OF WEST ALLIS DISCLAIMER General The City of West Allis is subject to Wisconsin Statutes relating to public records. Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City email should presume that the email are subject to release upon request, and to state record retention requirements.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. The recipient should check this email and any attachments for the presence of viruses. The City of West Allis accepts no liability for any damage that may be caused by a virus that may be inadvertently transmitted by this email. If you have received this email in error, please destroy it and notify the sender immediately.

Regarding Contract Language Nothing in this message or its contents should be interpreted to authorize or conclude a binding agreement or contract between the City of West Allis and the recipient of this email and its attachments without the express written confirmation by a City of West Allis employee who is authorized to enter into lawful contracts.

Regarding Legal Advice If this email is from the City of West Allis and is providing legal advice, it may contain information which is privileged, confidential, and protected by attorney client or attorney work product privileges. If you are not the intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited.

Regarding Tax Advice Pursuant to Circular 230 promulgated by the Internal Revenue Service, if this email, or any attachment hereto, contains advice concerning any federal tax issue or submission, please be advised that it was not intended or written to be used, and that it cannot be used, for the purpose of avoiding federal tax penalties unless otherwise expressly indicated. 31 CFR Part 10, § 10.35.

Regarding Trade Secrets The information in the email may include trade secrets or privileged or otherwise confidential information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0148**

**RESOLUTION TO AMEND AN EXISTING PROFESSIONAL SERVICES
CONTRACT WITH GRAEF-USA, INC. TO PROVIDE DESIGN ENGINEERING
SERVICES FOR A GREEN SOLUTIONS PARKING LOT IN THE BUSINESS
IMPROVEMENT DISTRICT, FOR AN AMOUNT NOT TO EXCEED \$38,000**

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 a new parking lot; and,

WHEREAS, the MMSD will provide funding for the design and installation of the parking lot 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,

WHEREAS, the City will need further assistance from GRAEF-USA, INC. to provide engineering design services for the survey and reconstruction of the City parking lot in the Business Improvement District between S. 75th and 76th Streets, north of W. Greenfield Ave., due to the lack of in house staff with a green infrastructure engineering background.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated February 14, 2023 submitted by GRAEF-USA, INC. to furnish Engineering Consulting Services for Green Solutions at the parking lot in the Business Improvement District, for an amount not to exceed \$38,000.00 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this purchase has been budgeted and is available in the 2023 Capital Project Fund, and the services will be charged to Account Number 540-1807-538.30-02.

BE IT FURTHER RESOLVED that the Interim 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 Interim 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-2023-0148” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0148(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



collaborāte / formulāte / innovāte

February 14, 2023

Ms. Traci Gengler, PE
Principal Engineer/Engineering Department
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

Subject: City Parking Lot Green Infrastructure
Tax Key 4400439001 and Tax Key 4400447000
GRAEF Proposal

Dear Traci:

GRAEF is excited about the opportunity to propose on the City Parking Lots Green Infrastructure Project. GRAEF has had a long-standing relationship with the City of West Allis, and we look forward to the opportunity to continue that relationship and trust with this project. Our goal, for this project, is simple. First and foremost, provide a great project experience for the City of West Allis. Secondly, provide a quality, cost effective product the City desires.

Our agreement will be a "City of West Allis Work Order" under our "City of West Allis Agreement For Professional Services" executed on January 6, 2023.

Project Background

The City owns two parking lots between 75th and 76th Street, north of Greenfield Avenue. The lots need rehabilitation or reconstruction. The availability of MMSD Green Infrastructure grant money makes this project a great fit for reconstructing the lots to provide water quality and help meet the MMSD goals of reducing runoff and managing peak flows.

Project Approach

To keep this project effective and efficient, we will manage this project similar to past successful projects with the City of West Allis. The design, meetings, bidding, and construction will follow an approach that the City is used to and make it easier to predict schedule and costs.

We will kick off the project with an overall team meeting with the City of West Allis to discuss the project, ask any questions related to the utilities, and make sure we are on the same page to continue to provide a quality project experience with the City. We have based our design schedule on the anticipation that bidding will take place in early summer in order to begin construction this season.

We plan to collect all the data, files, and documents from the City following our approval to proceed. We will schedule our survey crew to obtain the site topo survey as soon as possible when weather allows.

We will study and familiarize ourselves with the MMSD grant documents, so we are clear on what documentation is required to obtain grant funding. Following our initial kickoff meeting with the City, we will anticipate being ready to submit preliminary design drawings to the City within 6 weeks.

Project Permits

City approval is anticipated to be at the staff level, without the need for Plan Commission review.

We will fill out the City “Stormwater Management Checklist.” Per the checklist, we will provide a brief stormwater management plan as required in accordance with Section 11.19 (9) (a) of West Allis Municipal Code. MMSD Chapter 13 and NR 151 performance standards do not apply.

Storm sewer is anticipated to require a permit from Wisconsin Department of Safety and Professional Services.

The project disturbance area will be less than one acre, so neither a DNR Notice of Intent permit nor a MMSD Chapter 13 permit are required.

Following the permit submittals, we will coordinate any final adjustments and items that are needed from the City of West Allis to complete the plans and be ready to successfully bid this project. For traffic control, we are not anticipating any plans. We will instruct the contractor to manage traffic per current Manual on Uniform Traffic Control Devices (MUTCD) standards.

Quality Assurance

We will utilize GRAEF’s Quality Assurance/Quality Control Process. Prior to any submittals, documents will be reviewed by a qualified engineer. Internal and external reviews will maintain follow-up of comments so they can be tracked and referred to.

Project Schedule:

February 15, 2023: GRAEF provides proposal. Following are anticipated timelines for sequential tasks after Award and Notice to Proceed:

- 4 weeks: GRAEF completes topographic survey.
- 5 weeks: Preliminary Design.
- 2 weeks: City Review
- 4 weeks: Pre-Final Design/Bidding Documents.

2 weeks: City Review
2 weeks: Final Bid Documents.
4 weeks: Bidding
8 weeks: Construction
TOTAL: 31 weeks.

Project Team & Experience

GRAEF provides municipal and utility engineering services for a variety of municipalities, including, but not limited to: City of Muskego; City of West Allis; City of Wauwatosa; Village of Hales Corners; City of Franklin; Village of Germantown; City of Oak Creek; City of Milwaukee (Milwaukee Water Works); and Milwaukee County. We have also provided MMSD Grant and GI design assistance for many private owners.

Basic Scope of Services (Time and Material Not to Exceed).

Topography Map

- Call Diggers Hotline service for a PLANNING LOCATE ticket to have public underground utilities marked on the ground surface. All utility markings provided by this service will be observed and included on the map. A PLANNING PRINTS ticket will be called in to this service for system mapping of public utilities to supplement any public underground utilities that have not been marked and will also be shown on the map. Additional private utility information will be based on mapping provided by the Client, or by their private locating service.
- Conduct field observations of topographic and utility features of the site, to include:
 - Visible permanent features.
 - Utility markings and appurtenances.
 - Individual trees over 6", vegetated areas will be outlined.
 - Spot elevations and break lines at a density to allow the generation of one-foot contour intervals.
- Establish Coordinates based on the Wisconsin State Plane Coordinate System, North American Datum of 1927 (NAD27), ground, U.S. Survey Foot. Vertical Coordinates will be converted from the National Geodetic Vertical Datum of 1929, (NGVD29) to the City of West Allis Vertical Datum.
- 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
 - Project name, property owner name and address
 - Description of ground surfaces (concrete, bituminous asphalt, grass, etc.)
 - Description and location of existing improvements including but not limited to, fences, walls, buildings, walks, drives, or any other existing visible site improvements.

- Significant trees will be located; wooded areas will be outlined.
- Spot elevations on an approximate 50-foot grid including all break lines so as to accurately generate 1-foot contour intervals
- Underground utilities marked by the Diggers Hotline PLANNING LOCATE ticket will be shown on the map. Supplemental utilities based on the Diggers Hotline PLANNING PRINTS ticket will also be shown for utilities that have not been marked. In the case of private utilities, the owner shall be responsible for the marking of all private utilities or furnishing mapping of the private utilities.
- As-built measurements of storm and sanitary sewer rim and invert locations and elevations.
- Electric, telephone, and cable TV poles and overhead wires, hydrants and water valves, gas valves, pedestals, transformers, and other utility appurtenances.
- Existing ground contours (1-foot interval)
- Control information including coordinate system, datums, locations, and descriptions.
- All boundary information shall be based on GIS parcel data.

Civil Engineering.

- Attend kickoff meeting with the City of West Allis (at West Allis).
- Provide topographic survey.
- Provide preliminary and final construction drawings/bidding documents:
 - Demolition/Erosion Control Plans
 - Layout Plans
 - Grading Plans
 - Utility Plans
 - Lighting Photometrics and Layout Plans
 - Locate unistrut structure/panel and controls
 - Provide panel schedule, circuiting, control notes and details
 - Landscape Plans
 - Construction Details
- Prepare Storm Water Management Plan and design to meet applicable requirements.
- Attend preliminary and final review meetings with City.
- Provide preliminary and final Estimates of Probable Construction Costs. 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.
- Respond to Contractor requests for information (RFI).



GRAEF will perform the work described in this proposal and scope below for an hourly not to exceed fee of \$38,000 broken down as follows:

Task	Fee
Survey	\$3,700
Civil Engineering	\$22,000
Landscape Architecture	\$5,500
Site Lighting Design	\$6,800
TOTAL	\$38,000

GRAEF Basic Scope of Services (Allowance).

- Prepare and submit an RFP to up to three geotechnical firms to provide a geotechnical investigation and report of the project site.
- Contract with the selected geotechnical firm as a subconsultant to GRAEF.

We anticipate this will be approximately \$5,000. The selected firm can be asked to provide additional soil sampling to test for contaminants for additional fees.

Additional Services (Time and Material Basis)

GRAEF will provide construction staking and full-time inspection on a time and materials basis. The actual work required will be determined by the contractor schedule.

GRAEF Staff Rates

<u>Employee Name</u>	<u>Billing Rate</u>
Joe Komorowski	\$145.68
Jim Hansen	\$197.61
Scott Kurtz	\$112.50
Alondra Rodriquez	\$89.43
Betsy Rothe	\$108.78
<u>Inspection T&M</u>	
Technician 1	\$80.00
Technician 2	\$95.00
Technician 3	\$110.00
<u>Survey/Staking T&M</u>	
Professional P7	\$210.00
Professional P5	\$189.00
Professional P3	\$158.00
One person survey crew	\$167.00



collaborāte / formulāte / innovāte

Two person survey crew \$245.00

Thank you again for the opportunity to submit our proposal for the Parking Lots Green Infrastructure project. If you have any questions on our proposal or need additional information, please feel free to contact me at 414 / 266 9090 or joe.komorowski@graef-usa.com.

Sincerely,

Joe Komorowski, PE
Practice Team Leader – Public Works
Associate.

**CITY OF WEST ALLIS
RESOLUTION R-2023-0162**

**RESOLUTION APPROVING AN AGREEMENT WITH MMSD TO RECEIVE
\$63,000 IN FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM
FOR THE INSTALLATION OF TREES IN 2023**

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

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 this Green Infrastructure project to install trees to capture and retain stormwater as part of the 2023 tree planting schedule and,

WHEREAS, the MMSD will provide funding not to exceed \$63,000 for the planting of trees through their Green Solutions Program; and,

WHEREAS, the City will maintain records documenting all expenditures made during the planting of trees.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the Interim City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the planting of trees in 2023, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated share of \$63,000 is the MMSD cost. It is understood that West Allis will perform the work in compliance with the funding requirements.

BE IT FURTHER RESOLVED that the Interim 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-2023-0162” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0162(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Green Solutions Funding Agreement G98005P119

West Allis 2023 Trees

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (project), up to \$63,000. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

5. Location of Project

The project will plant trees throughout the city, as shown in Attachment 1.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a maintenance covenant is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the project by West Allis's employees, contractors, consultants, and volunteers.

7. Procedure for Payment

West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andrew Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

West Allis will maintain the project for at least ten years. If the project fails to perform as anticipated or if maintaining the project is not feasible, then West Allis will provide a report to the District explaining the failure of the project or why maintenance is not feasible. Failure to maintain the project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

West Allis is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction, and maintenance of the project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the project or West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the project.

15. Maintenance Covenant

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The term of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney’s fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

This Agreement does not create a partnership. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin’s Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Robert J. Hutter
Interim City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____
Attorney for the District

Green Solutions Funding Agreement G98005P119

West Allis 2023 Trees

Project Description

West Allis will plant 600 trees throughout the city, as shown in Attachment 1.

Schedule

West Allis will complete planting no later than October 31, 2023.

Budget

The budget for this work is \$63,000.

Outreach and Education

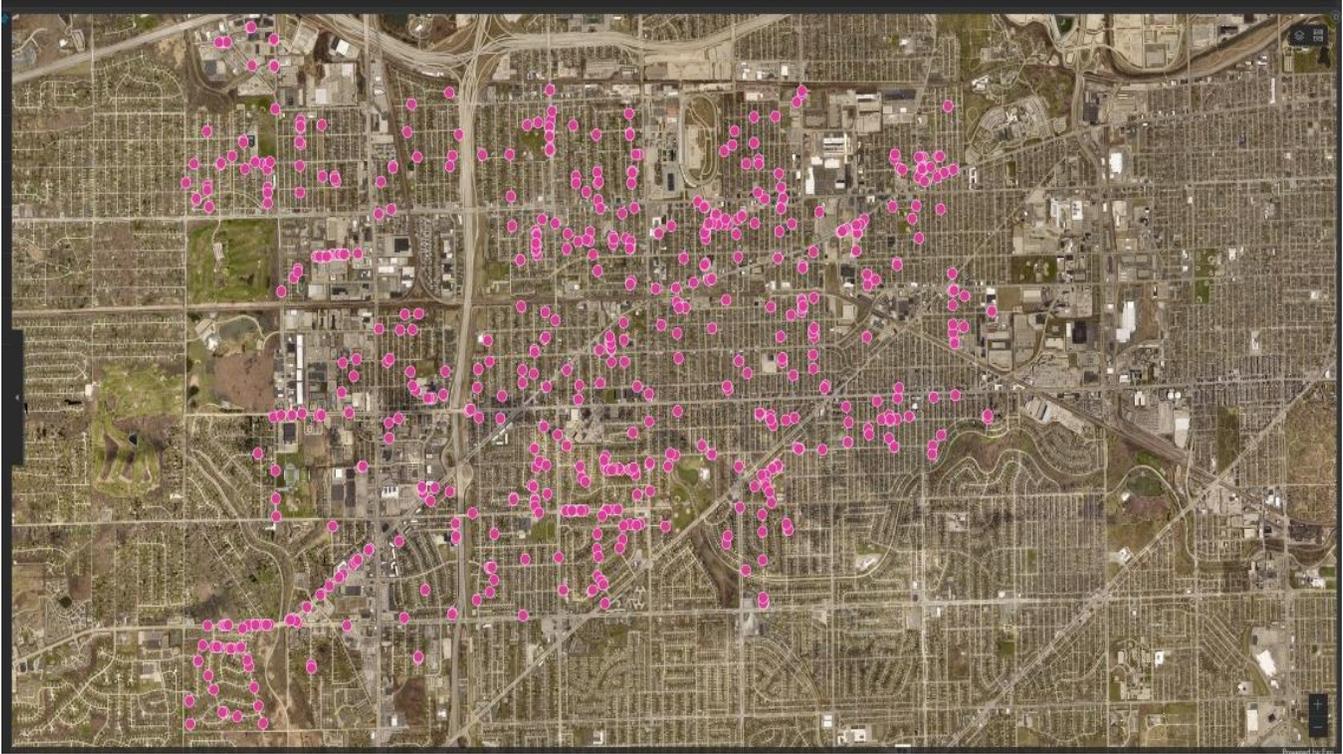
West Allis will post educational signage or describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the project.

Signage will:

1. be either designed and provided by the District and approved by West Allis or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Attachment 1
Tree Locations



**CITY OF WEST ALLIS
RESOLUTION R-2023-0173**

**RESOLUTION APPROVING LICENSE AGREEMENT ALLOWING FARMERS
MARKET TO USE HORACE MANN ELEMENTARY SCHOOL PARKING LOT
DURING CERTAIN EVENTS**

WHEREAS, the Farmers Market is a popular space for events, and additional off-street parking for its guests and vendors would relieve traffic congestion; and

WHEREAS, the WAWM School District has a parking lot at Horace Mann Elementary School and is willing to allow the city to use it under the terms described in the attached license agreement;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the attached license agreement is approved and the Mayor is authorized to execute the attached license agreement.

SECTION 1: **ADOPTION** “R-2023-0173” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0173(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

LICENSE AGREEMENT

(For Use of Horace Mann Elementary School Parking Lot)

This License Agreement (this “Agreement”) is entered into this 7th day of March, 2023, by and between the School District of West Allis West Milwaukee, et al., a unified school district organized and existing under Chapter 120, Subchapter II, of the Wisconsin Statutes (the “District”), and City of West Allis, a municipal corporation (the “City”). The District and the City are each also referred to as a “Party” and, together, the “Parties.”

RECITALS

A. The District owns a parcel of real estate located at the 1500 Block of South 63rd Street, West Allis, Wisconsin, which is more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, which the District uses as a parking lot (the “Parking Lot”) for Horace Mann Elementary School (the “School”).

B. The City operates the West Allis Farmers Market (the “Farmers Market”), which generally operates and is open to the public commencing the first Saturday in May each year and ending on the Saturday following Thanksgiving Day each year, the specific days of operation (the “Market Days”) and hours of operation being set forth on Exhibit C attached hereto and incorporated herein by reference.

C. The City desires to use the Parking Lot on a non-exclusive basis for the City’s use while the Farmers Market is in operation and open to the public, and the District is amenable to the City’s use of the parking lot while the Farmers Market is operational and open to the public, under the terms and conditions provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I USE OF FACILITIES

1.1. Grant of Use. The District hereby grants the City a non-exclusive license to use the Parking Lot. The City acknowledges that it accepts the Parking Lot in its “as is” condition. This license does not create or grant the general public any rights. Use of the Parking Lot under this license is limited to City personnel operating the Farmers Market, Farmers Market vendors and Farmers Market patrons, who may use the Parking Lot for vehicular parking and ancillary ingress and egress, and for no other purpose. The City shall post signage approved by the District notifying the public of such restricted use.

1.2. Schedule of Use. The City may, subject to Section 1.5 below, use the Parking Lot during regularly scheduled hours of Farmers Market operation as set forth on Exhibit C, and during

the one hour before and the one hour following such regularly scheduled hours of operation (the “Market Hours”), each Market Day. The City may use the Parking Lot on days other than regularly scheduled Market Days and/or Market Hours that the Farmers Market is in operation and open to the public with the District’s prior written consent, which consent shall not be unreasonably delayed, conditioned, or denied.

1.3. Non-Exclusive Use. The City’s use of the Parking Lot during the Market Hours on the Market Days is not exclusive, unless the Parties otherwise agree in writing.

1.4. Use of Available Parking Spaces. The City and its invitees shall have the right to park in the available parking spaces that are not restricted by law and that are not dedicated to District staff. [City may designate particular areas of the Parking Lot for bus and/or truck parking.]

1.5. Entry. The Parking Lot is fenced and has a locked gate. The District will be responsible for locking and unlocking the gate so that the Parking Lot is available for the City’s use during the Market Hours on the Market Days. The District shall not be responsible for motor vehicles or personal property that are “locked in” once the gate is closed and locked following Market Hours.

1.6. Prohibited Use During School Hours. Notwithstanding anything contained in this Article I or elsewhere in this Agreement to the contrary, the City may not use the Parking Lot when classes at the School are in session without the prior written consent of the District, which consent the District can withhold in its discretion.

ARTICLE II TERMS AND CONDITIONS OF USE

2.1. Fee for Use. There shall be no fee or rent due from the City for its use of the Parking Lot under this license.

2.2. Maintenance. The District shall be responsible for general maintenance of the Parking Lot. Each Party shall use good faith efforts to keep the Parking Lot reasonably clean and presentable. The City agrees that it will do basic cleanup of trash and debris shortly before the end of the Market Hours each Market Day.

2.3. Operating Costs. Except as set forth in Section 2.2, the District shall continue to be responsible for the Operating Costs associated with the Parking Lot. The term “Operating Costs” shall mean all expenses, costs and disbursements of any kind and nature incurred by the District in connection with the ownership, operation, maintenance, and repair of the Parking Lot that the District pays or becomes obligated to pay during a year, regardless of when the same were incurred. Operating Costs shall include, without limitation, insurance costs of every kind and nature, and costs of electrical service. Notwithstanding anything contained in this Section 2.3 or in Article IV below to the contrary, the City shall reimburse the District for any cost or expense incurred by the District to repair or replace damage to the Parking Lot, the Parking Lot fencing and gate, and the security system (if applicable), caused by the City or by Farmers Market vendors and/or patrons using the Parking Lot.

2.4. Oversight of Use. If requested by the District the City shall during Market Hours on Market Days have a City employee or agent present at the Parking Lot in a supervisory capacity, who shall be responsible for oversight of the use of the Parking Lot. The City's employees and agents who are providing oversight of the Parking Lot shall enforce the District's rules and regulations pertaining to safety and use of the Parking Lot and the District's surrounding property. The City shall not be responsible for supervision of the District's staff, students, or invitees while they are utilizing the Parking Lot during Market Hours on Market Days.

2.5. Compliance with Laws. The City shall use the Parking Lot in a careful, safe and proper manner, and shall not use or permit the Parking Lot to be used for any purposes prohibited by applicable federal, state, county, municipal or other governmental laws, codes, rules and regulations. The City shall not commit waste, or suffer or permit waste to be committed, or permit any nuisances on or in the Parking Lot. The cost of complying with such local, state, or federal laws, regulations and codes regarding the Parking Lot shall be borne by the District unless compliance with such governmental laws, codes, rules, and regulations is required solely due to the City's use of or activities on the Parking Lot, in which event the City will be responsible for such costs.

2.6. Rules and Regulations. The District may establish rules and regulations pertaining to the City's use of and activities on the Parking Lot which the City's shall enforce. The District will provide the City with a copy of such rules and regulations, including all updates of the same, or, alternatively, shall have the rules and regulations prominently displayed at the Parking Lot.

ARTICLE III INSURANCE

3.1. Insurance by City. Prior to the seasonal opening of the Farmers Market each calendar year the City will provide the District with a copy of insurance policies, including all endorsements to the same, each written by responsible, financially sound insurance companies authorized to do business in the State of Wisconsin, demonstrating: (a) general liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate, which shall (i) list the District and its elected and appointed officials, agents, representatives and employees (collectively, the "Additional Insureds"), as additional insureds as their interests may appear, (ii) identify the insurance policies as "primary insurance," (iii) contain a waiver of subrogation provision, and (iv) require a thirty (30) day notice of cancellation or amendment to the District prior to its being cancelled or amended; (b) casualty insurance in the full amount of the replacement value of the fencing, gate, security system (if applicable), and other improvements in and on the Parking Lot; and (c) worker compensation insurance as required by law.

3.2. Right to Self-Insure. Notwithstanding anything in Section 3.1 to the contrary, the City may self-insure all or a part of the risks and liabilities to be insured under Section 3.1. This right to self-insure (the "Self-Insurance Right") is subject to the following terms and conditions:

3.2.1. The City will itself provide coverage and protection in accordance with the limits, extent, and types of coverage that would have been provided had the City purchased the insurance described in Section 3.1 from an independent insurer in accordance with Section 3.1. This obligation to provide coverage includes the obligation to provide to the District all of the

protections, benefits, rights, indemnities and payments that would have been provided had the City not exercised the Self-Insurance Right but had purchased the insurance policies provided for in Section 3.1 from an independent insurer.

3.2.2. In addition to, and without derogating from, or in any way limiting or restricting any other release or indemnity contained in this Agreement, the City releases the District from any and all losses, costs and damages, and agrees to indemnify and hold harmless the District from and against every demand, claim, cause of action, judgment and expense and all loss and damage however caused arising from or pertaining to all or any of the events, risks, and perils which would have been covered under the insurance provided for in Section 3.1 if the City had purchased insurance policies and not exercised the Self-Insurance Right.

3.2.3. Nothing herein limits or diminishes the waiver of subrogation rights and obligations as provided for in this Lease or the rights that the District's insurance carriers would have had under "other insurance" or similar clauses in the District's insurance policies had the City not exercised the Self-Insurance Right.

3.3. Waiver of Subrogation. Each Party releases and discharges the other Party from all claims and liabilities arising from or caused by any hazard covered by insurance on the Parking Lot or covered by insurance in connection with the Parking Lot or activities conducted at the Parking Lot, regardless of the cause of the damage or loss.

ARTICLE IV DAMAGE TO PARKING LOT

In case of damage to the Parking Lot due to vandalism, malicious mischief or any other casualty, the District shall diligently proceed to make all the repairs necessary to restore the Parking Lot, including its fencing, gate, and security system (if any), to substantially the condition in which it existed immediately before such damage, subject to delays that may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of the District, unless one or both of the Parties decides to terminate this Agreement.

ARTICLE V ASSIGNMENT

The City may not assign this Agreement without the prior written consent of the District, which the District may withhold in its sole discretion.

ARTICLE VI DEFAULT AND REMEDIES

6.1. Events of Default. It shall be an Event of Default if:

6.1.1. Certain Defaults. Except as set forth in Section 6.1.2, the City fails to fulfill any of its obligations under this Agreement, and such failure continues for a period of fifteen (15) days after notice thereof, unless such failure cannot reasonably be cured within such fifteen (15) days, and the City promptly commences the cure and diligently pursues the cure thereafter, in which case, the City shall have a reasonable period of time to cure such failure.

6.1.2. Special Circumstances Defaults. Section 6.1.1 notwithstanding, if the City fails to fulfill its obligations under this Agreement, and such failure entails either: (a) the lapse or failure to maintain any required insurance coverage; or (b) any condition that threatens imminent harm of personal injury, death or substantial property damage, then, the City shall cure such failure as soon as possible and in no event more than 72 hours after the earlier of the City's becoming aware of such failure or the District gives notice thereof, and, in the meantime shall immediately take remedial action to mitigate the possibility of damages occurring because of such condition.

6.2. Remedies. In case of an Event of Default, the District may do any of the following:

6.2.1. Termination. Terminate this Agreement upon ten days' notice to the City.

6.2.2. Suspension. Suspend the City's license under this Agreement for as long as the Event of Default continues.

6.2.3. Performance. Perform in the stead of the City and collect from the City the reasonable expenses associated with such performance.

6.2.4. Other Rights. Pursue any other rights available to the District under law or in equity.

6.3. Remedies Cumulative. The remedies provided in Section 6.2 are not exclusive and, except in the case of Sections 6.2.1 and 6.2.2, no exercise of one remedy shall preclude pursuit of any other remedy.

6.4. Non-Waiver. Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition of this Agreement.

6.5. Limitation of Damages. Under no circumstances shall either Party be liable to the other for any indirect, incidental, consequential, exemplary or punitive damages. Nothing contained within this Agreement is intended to be a waiver or estoppel of either of the Parties or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 345.05 and 893.30. Neither Party shall be liable to the other Party or their insurers in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by law.

6.6. Force Majeure. Unless otherwise specifically provided above, neither Party shall be required to perform any term, condition, or covenant in the Agreement if such performance is delayed or prevented by acts of God, labor disputes (whether or not lawful), material or labor shortages, restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party, and that, by the exercise of due diligence, the Party is unable, wholly or in part, to prevent or overcome.

**ARTICLE VII
INDEMNIFICATION**

7.1. General Obligations of Indemnity. Subject to the limitations set forth in Section 6.5 above, to the extent permitted by applicable law, the City shall indemnify, protect, hold harmless, save and keep harmless the District from any and all liability, obligation, loss, claim, and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses (collectively, “losses”) arising out of or resulting from the City’s use and occupancy of the Parking Lot, including, but not limited to, any accident, incident or occurrence arising or resulting from, or in connection with the operation, use, condition, or possession of the Parking Lot resulting in damage to property or injury or death to any person. The indemnification arising under this section shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

**ARTICLE VIII
TERM**

8.1. Initial Term and Renewal Terms. The initial term of this Agreement shall commence on the first Saturday in May, 2023 (the “Commencement Date”), and, unless it is sooner terminated because of an Event of Default, shall terminate the Saturday following Thanksgiving Day, in 2023, provided, however, this Agreement shall automatically renew for additional one (1) year terms (each renewal term commencing the first Saturday in May each year and terminating the Saturday following Thanksgiving Day each year), upon the same terms as set forth herein. No later than thirty (30) days before the expiration of the initial term or any renewal term, a party desiring to terminate this Agreement at the expiration of the then existing term shall notify the other party in writing of its intention to terminate this Agreement. Notwithstanding anything in this Section VIII to the contrary either party may terminate this Agreement upon thirty (30) days prior written notice.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.1. Expenses. Except as provided herein, each Party shall bear its own costs in connection with this transaction, including legal and accounting fees.

9.2. Severability. If any provision of this Agreement is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

9.3. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of West Allis
Attn: Shaun Mueller, Community & Economic
Development Coordinator
7527 W Greenfield Avenue
West Allis, WI 53214

If to the District:

School District of West Allis-West Milwaukee, et al.
Attn: Steven J. Eichman, Facilities Manager
1205 S 70th Street, Suite 513
West Allis, WI 53214

9.4. Use of Facsimile and Email. Except as provided in Section 9.3 above, facsimile and email may be used to transmit signed documents. Signatures transmitted by facsimile or email shall be as binding as originals for all purposes.

9.5. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

9.6. Survival. Each and every provision of this Agreement shall survive the execution hereof and shall survive the closing of the transaction contemplated by this Agreement and shall remain binding on the Parties until all performance called for hereunder is complete.

9.7. Binding Effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that nothing herein shall be construed to allow any assignment of this Agreement contrary to the provisions of Article V.

9.8. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the Parties with respect to subject matter hereof and constitutes a complete and exclusive statement of the understanding between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by both of the Parties.

9.9. Construction. This Agreement shall not be subject to the rule of contract construction against the drafter of the document, this Agreement being the result of the joint drafting by the Parties.

9.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Parking Lot Use Agreement to be executed effective as of the date first written above.

**SCHOOL DISTRICT OF WEST ALLIS–
WEST MILWAUKEE, ET AL.**

By: _____
Dr. Martin G. Lexmond, Superintendent

CITY OF WEST ALLIS

By: _____
Dan Devine, Mayor

Rebecca Grill, City Clerk

EXHIBIT A

DESCRIPTION OF PARKING LOT

The South 17.5' of Lot 18 and all of Lots 19 through 22 in Block 5 in Liberty Heights, being a subdivision of a part of 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.

Tax Key 454-0107-001

EXHIBIT B
DIAGRAM OF PARKING LOT



EXHIBIT C

MARKET DAYS AND HOURS OF OPERATION

Sunday	Closed
Monday	Closed
Tuesday	Noon - 6 pm
Wednesday	Closed
Thursday	Noon - 6 pm
Friday	Closed
Saturday	1 pm - 6 pm

**CITY OF WEST ALLIS
RESOLUTION R-2023-0180**

RESOLUTION DECLARING SEVERAL COMMUNITY EVENTS

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

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

WHEREAS, by being City Sponsored Events, the City of West Allis shall pay all permit fees for holding said events; and

WHEREAS, Wisconsin Statutes Section 62.11(2) provides that the council shall meet on the first Tuesday of each month unless a different day be fixed by the council; and

WHEREAS, City of West Allis Municipal Code Section 3.01(1) provides that regular meetings of the Common Council of the City of West Allis may designate on the first and third Tuesdays of each month or such other days that the Common Council may agree upon;

WHEREAS, the Common Council wishes to cancel the meeting of June 20, 2023.

NOW THEREFORE, BE IT RESOLVED that the Common Council meeting now scheduled for June 20, 2023 is cancelled and will not be rescheduled.

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

West Allis A la Carte on Sunday, June 4, 2023, from 11:00 a.m. to 6:00 p.m.

Tour of America’s Dairyland Bike Race on Tuesday, June 20, 2023 from 11:00 a.m. to 9:00 p.m. on all public ways and City-owned property located within the following premises: from the intersection of Becher St. and 68th St., north to Burnham St., west to 69th St., south to Rodgers St., west to 71st St., south to Becher St., and east to the point of the beginning.

Summer Concert Series on June 22, July 20, August 24 and September 7, 2023 from 5:00 p.m. to 8:00 p.m. each day at Veterans Park, 6900 W. National Ave.

Art on the Plaza with Inspiration Studios on September 8, 2023 from 5:00 p.m. to 8:00 p.m. at City Hall Centennial Plaza, 7525 W. Greenfield Ave.

Downtown West Allis Classic Car Show on Sunday, October 1, 2023, from 10:00 a.m. to 3:00 p.m.

Haunted Honey Creek on Friday, October 27, 2023, from 4:00 p.m. to 9:00 p.m. at Honey Creek Park, 8405 W. National Ave.

Downtown West Allis Fall Food Crawl on Wednesday, November 8, 2023, from 4:30 p.m. to 7:30 p.m.

SECTION 1: **ADOPTION** “R-2023-0180” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0180(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



7231 W. GREENFIELD AVE., SUITE 201 · WEST ALLIS, WI 53214
PHONE (414) 774-2676 · FAX (414) 774-7728
WWW.WESTALLISDOWNTOWN.COM

Mayor Dan Devine and Common Council Members
City of West Allis, City Hall
7525 W. Greenfield Ave.
West Allis, WI 53214

February 15, 2023

Dear Honorable Mayor Devine and Common Council Members:

The Promotions Committee of the *Downtown West Allis Business Improvement District (DWABID)* has again committed to host and organize the following event:

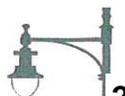
- *West Allis A la Carte: Sunday, June 4, 2023 from 11am to 6pm.*
- *Downtown West Allis Fair Food Crawl, Wednesday, August 2, 2023 from 4:30pm to 7:30pm.*
- *Downtown West Allis Classic Car Show: Sunday, October 1, 2023 from 10am to 3pm.*
- *Downtown West Allis Fall Food Crawl: Wednesday, November 8, 2023 from 4:30pm to 7:30pm.*

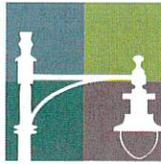
Each year these events attract visitors from the area as well as neighboring communities and with the positive feedback we receive, we anticipate an increase in the number of people coming to West Allis Downtown.

For both West Allis A la Carte and the Classic Car Show, we are asking permission to close Greenfield Avenue to traffic for these events. We ask that Greenfield Avenue from 70th to 76th street and the adjacent side streets, north and south to the alleys, be closed from the hours of **5:00am until 8:00pm on Sunday, June 4th and Sunday, October 1st. Alleyways will remain open.** With Greenfield Avenue closed, visitors are greeted with a festive-type atmosphere of live music, food vendors, children's games, artists and local organizations. We are also, once again, **requesting to declare, both, "West Allis A la Carte," and "Downtown West Allis Classic Car Show" as a Community Event.**

Other considerations for each of these events includes:

- ***West Allis A la Carte:*** As this event grows, we need to step up the timing of our preparations. **We would like to have two of the three tents set up on Saturday, June 3, 2023, the day prior to the event itself. (See attached map).** Because of the time limit we work in, getting the tents set up prior to our vendors' arrival will eliminate overcrowding during the event's set-up time.
 - In asking for your permission to close Greenfield Avenue to traffic for our event on Sunday, we are also asking to **close 72nd street – south of Greenfield and 73rd street – north of Greenfield starting at 2pm, June 3rd through 8pm the following day.** Each location will have one A 30' X 60' tent and will remain there until the end of the event on Sunday, June 4th.
 - No tables or chairs will be set up until Sunday, June 4th. We will be requesting barricades with flashing lights to ensure visibility during the nighttime hours.
 - We have already discussed this with businesses near these two locations as this will affect parking for their customers. The owners have given their permission to proceed with this.





**DOWNTOWN
WEST ALLIS
INCORPORATED**

7231 W. GREENFIELD AVE., SUITE 201 · WEST ALLIS, WI 53214
PHONE (414) 774-2676 · FAX (414) 774-7728
WWW.WESTALLISDOWNTOWN.COM

- **Downtown West Allis Classic Car Show:** Along with asking for your permission to close Greenfield Avenue, we would like the use of the City Hall parking lot for our registration site. We are also asking that the **two (2) municipal parking lots just east of 75th Street** (south side) be reserved for the overflow of participating vehicles. If we do not exceed capacity, we will open these two lots to the public for parking.
- Additional police presence is requested in the area, these two days, to monitor safety conditions. We invite the display of a Police vehicle and an Officer in or around Greenfield Avenue, during the closing and reopening of Greenfield Avenue.
- As in previous years, DWABID requests assistance from the City of West Allis for parking restrictions and the use of signs and supplies to ensure event safety. A letter and map outlining these requests will be submitted to the Department of Public Works at a later date.

As for both the Fair Food Crawl and the Fall Food Crawl we are requesting to declare both events as a "Community Event."

No street closings or additional support from the Department of Public Works is needed for these events.

Our organization holds a one-million-dollar event insurance policy with the City of West Allis listed as an additional insured. (See enclosed.)

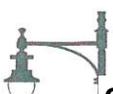
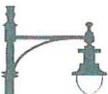
Downtown West Allis extends its thanks to Mayor Devine and the Common Council for their continued support and consideration in this matter. If you have any questions, please call 414-774-2676.

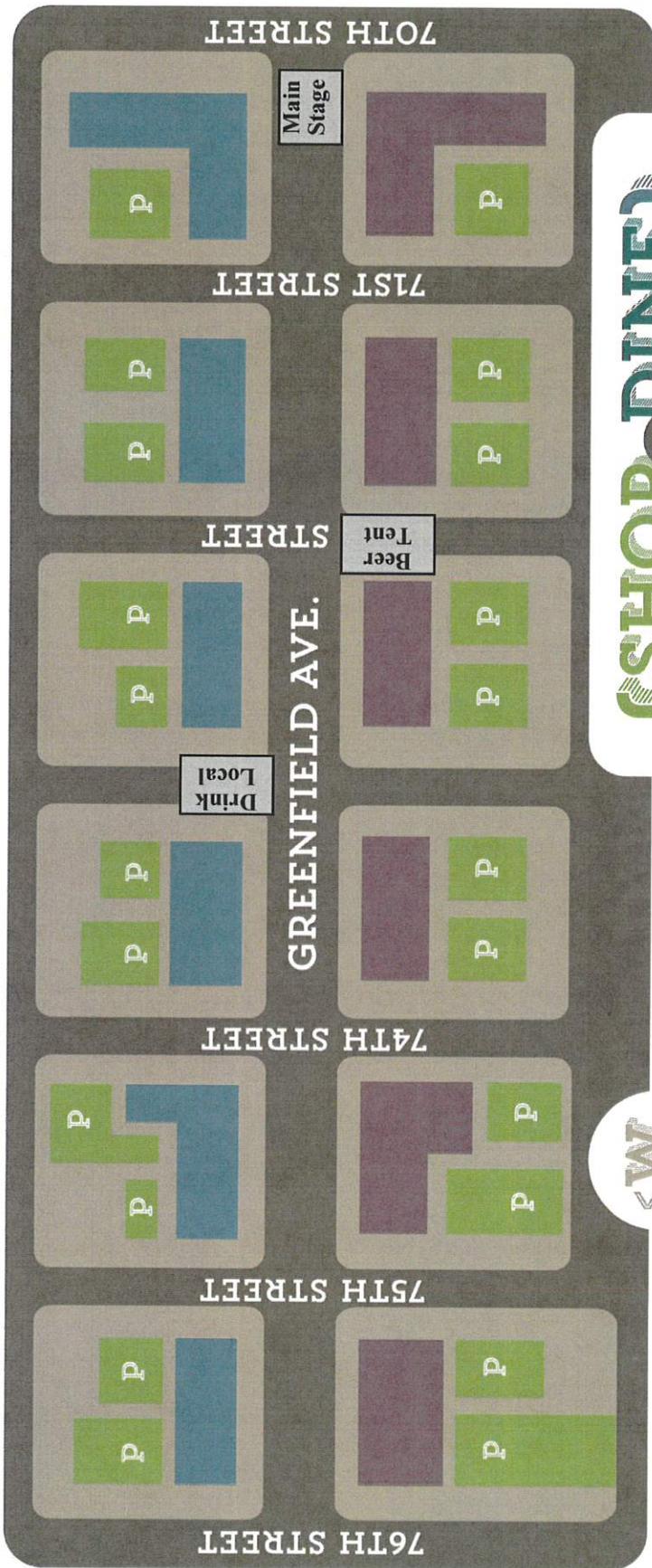
Sincerely,

Donald Falk
DWABID - Promotions Chair

Encl.

cc: David Wepking, Peter Feldhusen, Cindy Rausch, Alderperson Marty Weigel & Alderperson Tracy Stefanski





{SHOP & DINE} & {WORK & PLAY}

14th Annual West Allis A la Carte Tent Layout

- Drink Local Tent: 30' X 60' Tent (Set up on Saturday, June 3rd)
- Beer Tent: 30' X 60' Tent (Set up on Saturday, June 3rd)
- Main Stage: 30' X 60' tent with stage (Set up on Sunday, June 4th)

All tents will be taken down by Sunday, June 4th at 7pm



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Icon Insurance Service Corp 557 Cottonwood Ave Suite 108 Hartland, WI 53029 Sandra E Spanaus	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
PRODUCER CUSTOMER ID #: DOWNT-1			
INSURED Downtown West Allis BID Downtown West Allis Inc. Dianne Eineichner 7231 W. Greenfield Ave. West Allis, WI 53214	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			83SBAAC2695	01/17/2023	01/17/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
X	AUTOMOBILE LIABILITY		X	83SBAAC2695	01/17/2023	01/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECAC2SE5	01/17/2023	01/17/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of West Allis is an additional insured for liability on all events provided by the insured.. Any and all events occurring in 2023

CERTIFICATE HOLDER**CANCELLATION**

City of West Allis City Hall 7525 W Greenfield Ave West Allis, WI 53214	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sandra E Spanaus

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City Of West Allis; their officers, employees, agents, and volunteers are named as additional insured for GL, AL, & UMB coverages, but only as respects work performed by or on behalf of the named insured. Such insurance afforded shall be primary insurance and any insurance carried by certificate holder & additional insured shall be excess and not contributory insurance for general liability coverage. A waiver of subrogation is provided for the general liability, auto liability, professional liability, and umbrella liability coverage in favor of the additional insured. Severability of interest/cross liability wording is included for GL & AL Coverages.

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Downtown West Allis BID**

DOWNT-1
OP ID: SS

PAGE 3
Date **10/25/2022**

The City will be indemnified and held harmless from any and all calims, damages, or judgements arising from the granting of the permit or the operation of the show or exhibition.

TEMP-22-1

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active

Date Created: Feb 22, 2023

Applicant

Mike O'Connor
oconnorsperfectpint@yahoo.com
8431 W. Greenfield Ave
West allis, Wi 53214
4142544000

Primary Location

8423 W GREENFIELD AVE
West Allis, WI 53214

Owner:

Mike O'Connor
8431 greenfield West Allis , Wi 53214

Applicant / License Agent Information

Applicant Last Name (include suffix if applicable)

O'Connor

Applicant First Name

Mike

Applicant Middle Initial

C

Mailing Address

8423 W. Greenfield Ave

City

West Allis

State

WI

Zip Code

53214

Phone Number

4142544000

E-Mail Address

Oconnorsperfectpint@yahoo.com

Application Information

Do you have a Class B Tavern License?

Yes

Enter your current Class B Tavern License

ALC-22-85

What type of permit(s) are you applying for?

Single Event

Name of Event

St. Patrick's Day

Number of Days Requesting Extension

1

Business Information

DBA/Trade/Business Name

O'Connor's Perfect Pint

Business Address (License Location)

8423 W. Greenfield Ave

Business Zip Code

53214

Business Phone Number

414-395-7468

DAILY TEMPORARY PREMISE EXTENSION FOR AN EVENT

Beginning Date of Event

03/17/2023

Ending Date of Event

03/17/2023

Start Time

9AM

End Time

10PM

Diagram of Area (PDF or JPG)

O'Connors Perfect Pint Temp Prem
Ext Diagram.jpeg

Uploaded by Gina Gresch on Feb 22, 2023
at 3:42 pm

Other Licenses or Permits that may be needed for your event:

Is your event a block party, church festival, concert, parade, carnival, or other large gathering?

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

Will you be putting up any tents that are 400 square feet or larger?

Yes

I understand I also need to apply for a Tent Permit to hold my event and the event may only occur if I receive all of the required permits.



Will hot food be kept warm and served outside?

Yes

I understand I may also need to have a food license or permit and/or an inspection of the premises.



Terms and Conditions for Extensions of Class B Premises Permits

I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.



I understand that no outdoor premises may be the source of sound that measures over 100 decibels (A-weighted) within 100 feet from the outdoor premises. The Common Council may set different noise limits for a particular outdoor premises if the licensee agrees to those alternate noise limits.



I understand that the border of any outdoor premises shall be physically marked with fencing, vegetation, barriers, or other objects or markings accurately indicating the limits of the outdoor premises.



I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.



I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.



I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.



I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.



I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.



Acceptance & Signature

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)



Applicant's Digital Signature

Mike O'Connor

02/22/2023

Clerk Administration Information

Application Correct and Complete?

Yes

List Other Licenses

Tent & Food

PSC/CC Action

Outdoor Dining Only Approval

Attachments

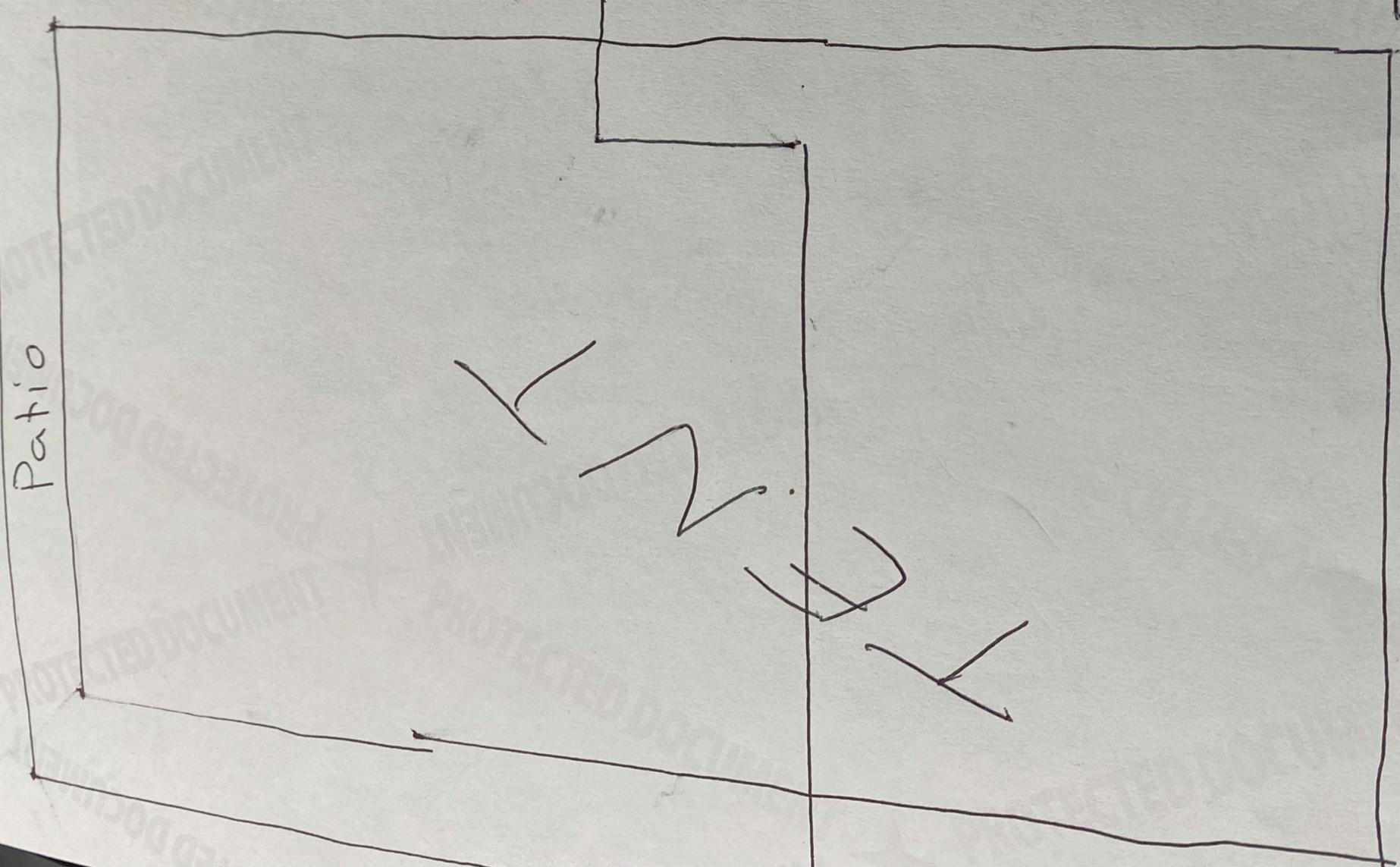
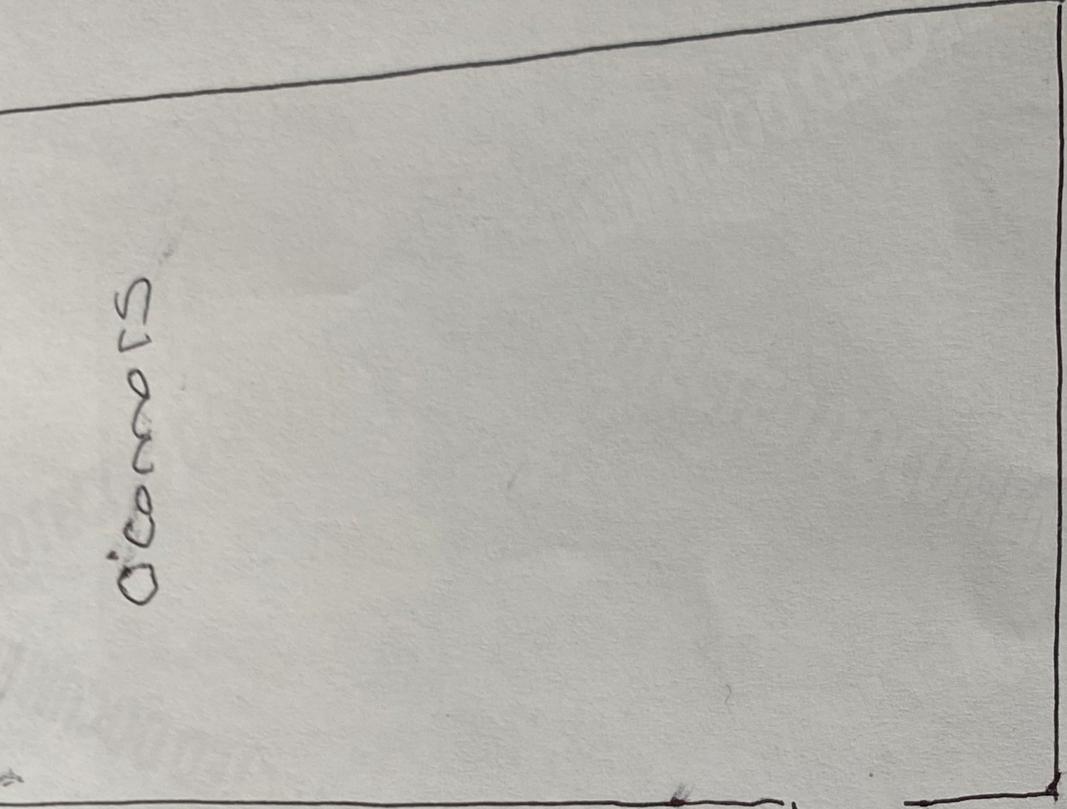
No attachments

History

Date	Activity
Feb 22, 2023 at 3:35 pm	Gina Gresch started a draft of Record TEMP-22-1
Feb 22, 2023 at 3:37 pm	Gina Gresch changed Applicant's Digital Signature from "" to "true" on Record TEMP-22-1
Feb 22, 2023 at 3:37 pm	Gina Gresch changed What type of permit(s) are you applying for? from "" to "Single Event" on Record TEMP-22-1
Feb 22, 2023 at 3:37 pm	Gina Gresch changed Enter your current Class B Tavern License # from "2021-081" to "ALC-22-85" on Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch altered multi-entry field Beginning Date of Event, changed value from "03/17/2022" to "03/17/2023" on Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch altered multi-entry field Start Time, changed value from "9 am" to "9AM" on Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch added multi-entry field Diagram of Area (PDF or JPG) to Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch added multi-entry field Static Field to Record TEMP-22-1

Date	Activity
Feb 22, 2023 at 3:42 pm	Gina Gresch added multi-entry field Ending Date of Event to Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch changed Check here to send agenda notification letter. from "" to "false" on Record TEMP-22-1
Feb 22, 2023 at 3:42 pm	Gina Gresch submitted Record TEMP-22-1
Feb 22, 2023 at 3:48 pm	completed payment step Fee Payment on Record TEMP-22-1
Feb 22, 2023 at 3:48 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record TEMP-22-1
Feb 22, 2023 at 3:49 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-1
Feb 22, 2023 at 3:49 pm	approval step Clerk's Office Create Legistar # and put in the notes was assigned to Agenda (City Clerk Legistar File Request) on Record TEMP-22-1
Feb 22, 2023 at 3:55 pm	Gina Gresch approved approval step Clerk's Office Create Legistar # and put in the notes on Record TEMP-22-1
Feb 22, 2023 at 3:55 pm	Gina Gresch assigned approval step Common Council Consent Agenda Approval for Daily Permit to Gina Gresch on Record TEMP-22-1
Feb 22, 2023 at 3:55 pm	Gina Gresch approved approval step Common Council Consent Agenda Approval for Daily Permit on Record TEMP-22-1
Feb 22, 2023 at 3:56 pm	approval step Fire Department Notification of Tent was assigned to Fire Department on Record TEMP-22-1
Feb 22, 2023 at 3:56 pm	approval step Health Department Notification of Food was assigned to Amy Goettmann on Record TEMP-22-1
Feb 22, 2023 at 3:56 pm	changed the deadline to Feb 25, 2023 on approval step Fire Department Notification of Tent on Record TEMP-22-1
Feb 22, 2023 at 3:56 pm	Gina Gresch altered Record TEMP-22-1, changed expirationDate from "" to Mar 17, 2023
Feb 22, 2023 at 4:08 pm	Gina Gresch changed Name of Event from "" to "St. Patrick's Day" on Record TEMP-22-1
Feb 22, 2023 at 4:08 pm	Gina Gresch changed Number of Days Requesting Extension from "" to "1" on Record TEMP-22-1

Greenfield Ave



fence

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

WILLIAM C FROEMMING

Plaintiff

v.

CITY OF WEST ALLIS

Defendant

Civil Action No.

19-C-0996

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: CITY OF WEST ALLIS, Mayor Dan Devine, Rebecca Grill and/or Steven A. Braatz

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 26th Day of August, 2019

Handwritten signature of William C Froemming

Signature of the attorney or unrepresented party

William C Froemming

Printed name

PO Box 1552 - Kapaa, HI 96746

Address

cadillac1960@yahoo.com

E-mail address

414-979-9459

Telephone number

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

WILLIAM C FROEMMING

Plaintiff

v.

CITY OF WEST ALLIS

Defendant

Civil Action No.

19-C-0996

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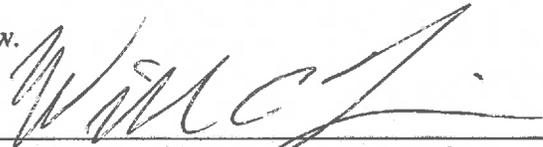
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Signature of the attorney or unrepresented party

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cadillac1960@yahoo.com

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414-979-9459

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UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

WILLIAM C FROEMMING

Plaintiff

v.

CITY OF WEST ALLIS

Defendant

)
)
)
)

Civil Action No.

19-C-0996

WAIVER OF THE SERVICE OF SUMMONS

To: WILLIAM C FROEMMING

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from the 26th Day of August, 2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

WILLIAM C FROEMMING

Plaintiff

v.

CITY OF WEST ALLIS

Defendant

Civil Action No.

19-C-0996

WAIVER OF THE SERVICE OF SUMMONS

To: WILLIAM C FROEMMING

(Name of the plaintiff's attorney or unrepresented plaintiff)

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Signature of the attorney or unrepresented party

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"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

WILLIAM C FROEMMING,
Plaintiff,

v.

CITY OF WEST ALLIS,
CITY OF WEST ALLIS CHIEF
OF POLICE PATRICK MITCHELL, in his Official capacity,
SERGEANT WAYNE TREEP,
OFFICER LETE CARLSON,
OFFICER RYAN STUETTGEN,
Defendant(s).

Case No. 19-CV-996

CONSENT TO PROCEED BEFORE A MAGISTRATE JUDGE

This form must be filed with the Clerk of Court within 21 days of receipt. Although choosing to have your case decided by a magistrate judge is optional and refusal will not have adverse substantive consequences, the timely return of this completed form is mandatory.

If you do not consent to a magistrate judge hearing your case, a district judge will hear your case. Aside from cases subject to the Prison Litigation Reform Act, magistrate judges in this district generally play no further role in civil cases pending before district judges and do not issue reports and recommendations.

Magistrate judges do not conduct felony trials, and therefore felony trials do not interfere with scheduling and processing of cases before magistrate judges.

Check one:

The undersigned attorney of record or pro se litigant consents to have Magistrate Judge William E. Duffin conduct all proceedings in this case, including a bench or jury trial, and enter final judgment in accordance with 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73(b).

The undersigned attorney of record or pro se litigant refuses to have a magistrate judge enter final judgment in this matter.

Signed this ____ day of _____, _____
(date) (month) (year)

Signature of counsel of record or pro se litigant
 Plaintiff / petitioner (attorney or pro se litigant)
 Defendant / respondent (attorney or pro se litigant)
 Other party

ASSIGNMENT OF CIVIL CASES
EASTERN DISTRICT OF WISCONSIN

At the time a new civil action is filed, it is assigned by random selection to either a district judge or a magistrate judge in accordance with the local rules. Pursuant to the provisions of 28 U.S.C. §636(c) and Rule 73 of the Federal Rules of Civil Procedure, a United States Magistrate Judge may, with the consent of the parties, conduct all proceedings in this civil action, including a bench or jury trial and order the entry of judgment. The statute provides for direct appeal to the U.S. Court of Appeals for the Seventh Circuit.

Once the assigned district or magistrate judge has been selected, the local rules of this district require that each party to the action receive a copy of the "consent form." Each party shall complete the form and file it with the Clerk of Court **within 21 days** after its receipt.

If this case has been randomly assigned to a **district judge** and all parties consent to have the magistrate judge conduct all proceedings in the case, the district judge may enter an order transferring the case to the magistrate judge.

If this case has been randomly assigned to a **magistrate judge** and not all parties consent, then the case will be reassigned by random selection to a district judge. If all parties consent, the magistrate judge will conduct all proceedings in the action.

While the decision to consent or not to consent to the exercise of jurisdiction by the magistrate judge is entirely voluntary, the duty to respond to this order is **mandatory**. Your response shall be made to the Clerk of Court only on the form on the reverse side of this notice.

IT IS THEREFORE ORDERED, that you complete this form and file it with the Clerk of Court within **twenty-one (21) days** from receipt.

UNITED STATES DISTRICT COURT

s/William C. Griesbach
Honorable William C. Griesbach,
Chief Judge

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED

2019 JUL 12 P 1:34

STEPHEN C. DRIES
CLERK

WILLIAM C. FROEMMING

Plaintiff

v.

CITY OF WEST ALLIS,
CITY OF WEST ALLIS CHIEF
OF POLICE PATRICK MITCHELL, in his Official capacity,
SERGEANT WAYNE TREEP,
OFFICER LETE CARLSON,
OFFICER RYAN STUETTGEN,
Defendants.

CIVIL RIGHTS COMPLAINT WITH REQUEST FOR TRIAL BY JURY

NOW COMES Plaintiff, WILLIAM C. FROEMMING, Pro Se, and complains against the above-named Defendants, and for his claims for relief, alleges and shows to the court with request for trial by jury as follows:

I. INTRODUCTION

1. This is a civil rights action under 42 U.S.C. § 1983 to redress the deprivation under color of law of Plaintiff's rights to be free of excessive force, unlawful arrest and malicious prosecution, as well as equal protection under the laws as secured by the First, Fourth and Fourteenth Amendments of the United States Constitution.

II. JURISDICTION AND VENUE

2. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1343 (civil rights).

3. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) because the events and conduct giving rise to the Plaintiff's claims asserted herein occurred within this judicial district.

III. PARTIES

4. William C. Froemming, date of birth [REDACTED] old and at all times relevant hereto was an adult citizen of the United States living at a home in Kapa'a, HI. Mr. Froemming suffered severely on July 14, 2016 and times since then as a result of the Defendants' unlawful conduct as alleged herein.

5. Defendant City of West Allis ("West Allis"), with offices of its executive at 7525 W Greenfield Ave, West Allis, WI 53214, is and was at all times material hereto, a Municipal Corporation organized under the laws of the State of Wisconsin. West Allis established, operated and maintained West Allis Police Department ("WAPD") at all times material hereto; West Allis is ultimately responsible for the training, supervising, and discipline of WAPD employees and the creation and implementation of its policies and procedures through its Chief of Police, currently Chief Patrick Mitchell, and had ultimate

control and authority over WAPD and all WAPD Defendants at all times herein, and pursuant to Wis. Stat. § 895.46, is obligated to indemnify all Defendants in this action.

6. Defendant Patrick Mitchell (“Mitchell”) is the Police Chief of the WAPD. In that capacity he oversees the WAPD. By law, custom, de-facto or otherwise, and/or delegation, he has policy-making authority over the police department for all actions at issue in this case. He is responsible for ensuring that the policies and practices of the WAPD comply with federal and state requirements for the treatment of citizens like the Plaintiff. He is sued in his official capacity for all the constitutional claims at issue arising out of Plaintiff’s unlawful hate motivated and excessive force arrest, detention and malicious prosecution. As the Chief of the West Allis Police Department, Defendant Mitchell both exercised and delegated his municipal final decision-making power to the WAPD Professional Standards department and others. At all times relevant to this action, Mitchell was acting under color of law and within the scope of his employment with the WAPD and West Allis.

7. Defendant Sergeant Wayne Treep (“Treep”) is an adult citizen of the State of Wisconsin and a resident of the State of Wisconsin. Defendant Treep was a sergeant with WAPD at all times relevant to this action and was acting under color of law and within the scope of his employment with the WAPD

and West Allis at all times relevant hereto.

8. Defendant Police Officer Lete Carlson (“Carlson”) is an adult citizen of the State of Wisconsin and a resident of the State of Wisconsin. Defendant Carlson was an officer with WAPD at all times relevant to this action and was acting under color of law and within the scope of her employment with the WAPD and West Allis at all times relevant hereto.

9. Defendant Police Officer Ryan Stuetzgen (“Stuetzgen”) is an adult citizen of the State of Wisconsin and a resident of the State of Wisconsin. Defendant Stuetzgen was a police officer with WAPD at all times relevant to this action and was acting under color of law and within the scope of his employment with the WAPD and West Allis at all times relevant hereto.

IV. GENERAL FACTUAL ALLEGATIONS

10. Plaintiff realleges and incorporates by reference the allegations of all the preceding paragraphs.

A. BACKGROUND

11. Civil rights abuses by law enforcement against citizens in the United States is a national crisis. Through the use of techniques, including but not limited to, evidence tampering, falsification of police reports, perjury (aka “testilying”), lying to citizens in order to elicit information that could incriminate themselves, use of military equipment, training and other tactics,

law enforcement continues to unconstitutionally harass and assist to convict and injure innocent individuals on a daily basis.

12. An internet search for “testilying” produces over 19,000 results. Most conclude that it is rampant and continues to this day to the detriment of the justice system. The ones that state otherwise do not deny it happens, but rather try to justify it as “effective policing”.

13. On the day this complaint is being completed, we have a headline story detailing a Florida Deputy Sheriff (Zach Wester) who has been charged with several crimes related to falsification of reports, planting of drugs in simple traffic stops, tampering with his body cam footage, testilying, etc.

14. The law enforcement landscape of the United States has become a war zone, with police taking the attitude of guilty until proven innocent. “Arrest them all and let the courts sort them out.” seems to be the attitude of the day.

15. We have completely innocent individuals being killed because some hate filled individual “SWATTED” them.

16. We have completely innocent individuals being shot in the back and officers walking away from any charges whatsoever.

17. And we have people doing nothing wrong, posing a threat to nobody, being dragged out of their car after officers having violently smashed in the

window, based on an individual choosing to stand up for their rights as established by the Constitution of the United States of America and its Amendments.

18. Plaintiff filed “Complaint Forms” with the WAPD Professional Standards division on June 27, 2019. Through information and knowledge, Plaintiff knows that department to have neither the jurisdiction, authority or means to redress the grievances presented herein. Plaintiff will file an amended complaint once the results of their investigations is complete. Plaintiff has received no indication of when this will be.

B. UNLAWFUL ARREST, EXCESSIVE USE OF FORCE, AND DETENTION OF MR. FROEMMING

19. On the evening of July 13, 2016, Mr. Froemming left his mother’s house in her rental car with her approval at approximately 11 pm, to get out of the house that was excessively hot. It had been a hot day (official high of 90 F) in West Allis and Mr. Froemming had worked outside all day building new stairs for his mother’s house entrance.

20. Mr. Froemming had a plane to catch home the next morning at 9:50 am. Not being able to fall asleep at his mother’s house (sleeping area estimated to be in excess of 100 deg F), Mr. Froemming calmly drove around neighborhoods that he had grown up in to cool down. After a short amount of

driving, he decided to pull over on a quiet low traffic street to get some sleep.

21. Mr. Froemming pulled the car over on S. 94th St. near Becher St. and slightly reclined his seat. He turned the car off and fell asleep. Mr. Froemming did not know how to deactivate the headlights on this rental car's system so he left them, and assumed they would automatically shut off after a set amount of time.

22. At approximately 3:05 am on the morning of July 14, 2016, Officer Lete Carlson observed Mr. Froemming's parked vehicle with its headlights illuminated.

23. Carlson pulled up beside the vehicle and observed Mr. Froemming sleeping in the car.

24. There were no signs of any wrongdoing, no damage to the car, no haphazard parking job, no discernible threats to him or anyone else, no weapons or drugs in plain view or suspected and no indications that the car was **running**.

25. Carlson parked her squad behind Mr. Froemming's vehicle and immediately detained him by illuminating her emergency lights while Plaintiff was still asleep in a parked car in violation of Wi. Stat. 347.25(1m)(b).

26. Activation of her emergency lights automatically activated her

dashcam recording system and microphone.

27. Carlson did not ever see the car in motion.

28. Carlson did not see Plaintiff activate or manipulate any controls that would assist in putting the vehicle in motion.

29. Carlson exited her vehicle and approached Mr. Froemming's parked vehicle.

30. Carlson did not stop to sense whether there was exhaust coming out of the tail pipes to determine if the vehicle was running.

31. Carlson did not at any time touch the hood to feel for heat or vibration to determine if the vehicle was running.

32. Carlson did not touch the tires to see if they were warm to determine if the vehicle was running.

33. After the arrest, Carlson did not access any of the car's electronic recording systems (OBD, EDR, etc.) to confirm her suspicion that the car may have been running.

34. Carlson requested that Mr. Froemming roll down the driver's side window.

35. Mr. Froemming responded by starting the vehicle, rolled down the electric window approximately two inches, then turned the car off.

36. At this time and throughout the times herein, Carlson never

identified herself as a LEO in violation of Wi. Stat. 968.24.

37. Carlson began to question Mr. Froemming without probable cause after illegally detaining him and not identifying herself as a LEO.

38. Mr. Froemming answered Carlson's questions as best he could after having just been abruptly woken from a restful slumber.

39. With no request for backup having been made, an additional squad car arrived with Stuetzgen being the piloting officer.

40. Based on information and knowledge, Stuetzgen manually activated his dashcam recording system after being on the scene for approximately 6 minutes.

41. Over the course of the next 10 minutes or so, 4 more squad cars arrived on the scene, for a total of 6 including the unmarked squad car of Treep.

42. When Treep arrived on the scene, he consulted with Carlson momentarily and then sent her to her vehicle to move it closer to Mr. Froemming's vehicle.

43. By sending her away from the immediate area, he removed her microphone from recording the conversation he was about to have with Mr. Froemming.

44. Treep has stated under oath on more than one occasion that he did

not activate his squad's recording system manually (which would have recorded our conversation), and has also stated under oath that his emergency lights were also not activated (which would automatically activate his recording system per WAPD Standards).

45. After Mr. Froemming cooperated with Treep in answering his questions, and verbally identifying himself, Treep made the decision for Officer Manthe to break out the window, unlock the doors and forcibly remove Mr. Froemming from his vehicle, causing physical pain and emotional distress to Plaintiff and violating his civil rights to be free from unwarranted search and seizure, as well as his 14th Amendment rights to due process.

46. Mr. Froemming was forced to the ground, with several officers using their boots and knees to hold him to the ground even though he was not resisting, causing physical pain, embarrassment and emotional distress to the Plaintiff.

47. Mr. Froemming was handcuffed and placed in the back of Carlson's squad car.

48. Once transported to the WAPD station at 11301 W. Lincoln Ave., Mr. Froemming was asked to give a breath sample, and he indicated that the only chemical analysis testing he would agree to was a blood sample. He did so because he was well aware of the shortcomings of the breathalyzer

samples and the dozen ways in which they can produce inaccurate readings.

49. Mr. Froemming was not observed for the required 20 minutes to ensure that he did not vomit, belch, smoke or regurgitate, which would have voided any sample given via the breathalyzer testing methods (one of their many flaws).

50. Mr. Froemming was released from the WAPD detainment facility after approximately 2 hours and after having found an individual whom he could be released to as they claimed he could not be released on his own recognizance.

C. MALICIOUS PROSECUTION OF MR. FROEMMING

51. On May 16, 2017, Mr. Froemming appeared in the West Allis Municipal Court before the Honorable Paul M. Murphy.

52. Mr. Froemming was represented by Attorney Patrick Roney for this proceeding.

53. During this proceeding, Carlson stated under oath that she could not hear the engine of the car running, nor did she have any other indications that the car was running other than the illuminated lights, which any reasonable person knows does not mean that a car is running nor are the lights a component that would assist the vehicle into motion.

54. During the same proceeding, Carlson stated that Mr. Froemming

had refused both breath and blood chemical analysis testing.

55. During the same proceeding when asked what she thought Mr. Froemming had done wrong to prompt her to illuminate her lights and approach the vehicle, Carlson stated “I didn’t think he had done anything wrong, that is why I was investigating”.

56. During the same proceeding, Treep stated that he chose to not record his interaction with Mr. Froemming because others were recording. Carlson, who had been recording was sent away by him to move her car closer to Plaintiff’s vehicle, even though Mr. Froemming was surrounded by 6 police vehicles on all sides except the sidewalk. And Stuetzgen who was also recording, has somehow lost the audio that should be present with his dashcam system recording.

57. During the same proceeding, Treep stated that he did not activate his emergency lights, therefore his system was not automatically recording.

58. During the same proceeding, Treep stated that Mr. Froemming gave him a history lesson on statutes and probable cause.

59. Mr. Froemming was convicted during that proceeding and appealed the case to the Milwaukee County Circuit Court.

60. Mr. Froemming chose to represent himself moving forward in the appeal proceedings.

61. Mr. Froemming filed several FOIA requests with the WAPD over the course of the next 11 months (August 2017 to July 2018).

62. On March 12, 2018 Treep was sworn under oath in a preliminary proceeding and stated that “If I did put squad lights, it would be rear only, which doesn't activate the camera.”. WAPD Standards provide no exception for some emergency lights activating record system and others not. In addition, FOIA requests to WAPD Records Department specifically regarding the record systems and what lights activate them produced no information to indicate that some emergency lights activate recording and others do not.

63. Review of the dashcam video from Stuetzgen reveals that Treep arrived on the scene with emergency lights activated, and those lights remained activated the entire time he was at the scene. These emergency lights were **not** on the rear of the car, at least not the ones in the video from Stuetzgen's dashcam.

64. The video from Stuetzgen's dashcam clearly shows without any doubt, that Treep's emergency lights were activated and therefore he committed perjury on both May 16, 2017 and again on March 12, 2018 in violation of Wi. Stat. 946.31 when he stated that he had not activated his emergency lights, and that if he did, it was only rear lights.

65. On July 16, 2018 in the Milwaukee County Circuit Court before the

Honorable Thomas J. McAdams, Carlson took the stand under oath and when asked by Mr. Froemming how she could tell if the car was running she stated “I could hear the engine running”. This is a direct contradiction to her May 16, 2017 sworn statement where, when asked by the Court “Did you hear the engine running” she replied “No. It’s a, it was a brand new car, a Chrysler, they are quiet”. She never corrected or adjusted her testimony in those or other proceedings related to this case.

66. Those two statements directly contradict one another and they are regarding material facts in this case. Carlson either committed perjury on May 16, 2017 or July 16, 2018 in violation of Wi. Stat. 946.31.

67. Mr. Froemming noted to the court on July 16, 2018 that the statement she made was perjurious and the court agreed to review the information, but never did.

68. On July 14, 2016 Carlson filed an incident report under the color of law stating that “I also located Froemmings driver's license **and** a Wendy's bag . . .”. On May 16, 2017 Carlson stated under oath “Yeah, I located his ID **in** Wendy’s bag.”. The Court chimed in with the question “His ID was **in** a Wendy’s bag?”. She neither confirmed nor denied the truthfulness of that testimony verbally, but Mr. Froemming viewed her nodding yes in response to the Court’s question, which the Court seemed to accept as a response to his

query. Carlson either violated Wi. Stat. 946.32 in False Swearing on her report filed July 14, 2016 or she is guilty of 946.31 Perjury in her testimony under oath at the May 16, 2017 trial.

69. On September 11, 2017, Plaintiff filed a records request with WAPD records department and sent a copy to the West Allis City Attorneys.

70. WAPD Records Department incredibly slow response to the September 11, 2017 request caused multiple delays in the proceedings in this litigation. No response was received until December 27, 2017 and that response was a request for \$7.50 to cover printing costs of the request, which was mailed to them immediately.

71. West Allis Assistant City Attorney Nick Cerwin stated on at least 2 occasions during that 107 day period that “He would look into it” when Mr. Froemming complained to the court during proceedings on the delay in fulfilling this simple records request.

72. No records were received until January 12, 2018, a full 123 days since the initial request.

73. Records received were evasive and grossly incomplete.

74. On January 23, 2018, WAPD Records Department requested an additional fee in the amount of \$75.55 for unfurnished records printing costs.

75. Payment was mailed immediately.

76. After reviewing and analyzing the initial records request response, Mr. Froemming filed an additional records request on February 26, 2018 for materials that would be relevant in light of the responses to the first request.

77. Evasive and incomplete records were made available on the day of trial, March 12, 2018.

78. Trial was rescheduled for July 16, 2018 due to these discovery materials having been provided at the last minute by West Allis and WAPD.

79. After reviewing and analyzing these new materials, and due to the statements made on March 12, 2018 under oath by Treep, Mr. Froemming filed a new records request on June 5, 2018.

80. Even though acknowledgement of receipt of records request was part of that request, no confirmation of receipt was received until June 12, 2018.

81. West Allis records department again acknowledged receipt of records request on June 18, 2018.

82. On July 10, 2018, after Mr. Froemming's July 9, 2018 email to West Allis records department regarding status of request, Lisa Bergman of West Allis records department responded with the following message "My Captain said he just has a few more things to get and it will be ready. Probably a couple of days yet."

83. On July 16, day of trial, Mr. Froemming contacted West Allis records department via email about the status of the request. On July 17, 2018, Lisa Bergman of West Allis records department responded with the following message “Will someone be coming in to pick up this request? If so, the cost will be \$82.25 (5 CD’s & copies). Please give us a 24 hour notice so the CD’s & copies will be ready for pick up.”. This was the day after the trial, which was declared a mistrial due to the perjurious statements made by Carlson during the breathalyzer refusal hearing and the court not able to accept the original recording of her previous statements as proof of this perjury.

84. Once records were received on July 18, 2018, the answers were once again evasive and incomplete and were not delivered until two days after the set trial date.

85. The consistently late, evasive and incomplete responses on these records requests shows a pattern of interfering with the defense and the materials needed to mount the same.

86. On numerous occasions between August of 2017 and August of 2018, West Allis Assistant City Attorney Nick Cerwin attempted to mislead the court. Examples include, but are not limited to:

A. Claiming that he was not aware that the video records had

previously been asked for. In truth, he had a copy of the records request filed by Attorney Patrick Roney, original defense counsel, filed on April 18, 2017 which clearly asked for the exact same video materials.

B. Claiming that he did not even know who the attorney was in this case. He had received a motion in September of 2017 indicating that Mr. Froemming would be proceeding Pro Se. He also had faced Mr. Froemming in court (in person and on phone appearances) on multiple occasions by that time when he made this statement (which was either March 12, 2018 or July 16, 2018).

C. Claiming that Mr. Froemming refused to communicate with him outside of the courtroom setting. Mr. Froemming had informed Mr. Cerwin in August of 2017 that he would communicate with him on these matters via written media only. He did admit this once Mr. Froemming called him out on this lie in court, but nevertheless was trying to paint a negative picture to the court of this Pro Se Defendant.

D. FALSE SWEARING, DESTRUCTION OF AND TAMPERING WITH EVIDENCE

87. Under FOIA requests, attorneys for the defense have gathered various items including the available dashcam recordings of Carlson and Stuetzgen.

88. Plaintiff was told that these recordings were exact copies of the original recordings, yet they all have a “Modified Date” of July 20, 2016. This indicates that 4 days after the recordings were made, they were modified from their originals rather than being exact copies of the originals.

89. On information and belief, based in part on the paragraphs above, the audio that is missing from Stuetzgen’s dashcam system is due to tampering with evidence coinciding with the modification of the files on July 20, 2016 in violation of Wi. Stat. 946.72.

90. On information and belief, based in part on paragraphs above, the recording from Treep’s dashcam system was destroyed by one of several possible means, a violation of Wi. Stat. 946.72.

91. Treep is part of the archival system team for WAPD records including the archiving of dashcam videos according to his testimony on March 12, 2018. Treep had means and motive to destroy this video, as well as destroy the audio on the recording of Stuetzgen’s dashcam system.

92. Neither Treep nor Stuetzgen reported any malfunctions or problems with their dashcam recording systems during the times relevant hereto.

93. On the reports filed by Carlson, the Plaintiff has found at least a dozen factual and material misstatements/falsifications.

94. On the report filed by Treep, the Plaintiff has found at least ten

factual and material misstatements/falsifications in a single page with only 6 paragraphs.

95. On the two breathalyzer tests reports filed by Stuetzgen, he clearly falsifies that Mr. Froemming had been observed for 20 minutes prior to such tests being run.

96. As a direct and proximate result of the wrongful conduct of each of the Defendants, Plaintiff has been substantially injured. These injuries include, but are not limited to, loss of constitutional and federal rights, great pain and emotional distress, and ongoing special damages for psychologically related treatment caused by the unconstitutional and moving forces concerted conduct of all these Defendants.

97. Plaintiff also continues to suffer ongoing emotional distress, with significant PTSD type symptoms, including sadness, anxiety, stress, anger, depression, frustration, sleeplessness, nightmares and flashbacks from being attacked like this, both on the street and in the courts.

98. Plaintiff also fears for his life and well being, as he did on the night of the incident, as well as in the future considering what the results of this proceeding could instigate in the minds of these hateful defendants. Mr. Froemming feels he is putting a target on his back by filing this case, yet he feels the need to do so as one must sometimes sacrifice self for the greater

good.

99. Plaintiff's mother refuses to be a part of this complaint for the same fears of repercussions that could follow from Plaintiff succeeding in this litigation even though she too has suffered damages as a result of Defendants illegal actions.

100. Plaintiff is also entitled to punitive damages on all of his claims against the individual Defendants personally to redress their willful, malicious, wanton, reckless, felonious and fraudulent conduct.

101. The conduct, as alleged above and below, of Defendants, and against Mr. Froemming took place in substantial part because he chose to stand up for his civil rights and was aware of the laws surrounding his actions as well as the rights of the police in such instances.

V. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

42 U.S.C. § 1983 – Excessive Force in violation of the Fourth and Fourteenth Amendments (Against Defendants Treep, Carlson and Stuetgen)

102. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

103. 42 U.S.C. § 1983 provides that: Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia subjects or causes to be subjected any citizen of

the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the constitution and law shall be liable to the party injured in an action at law, suit in equity, or other appropriate proceeding for redress . . .

104. At all relevant times hereto, the above-named Defendants, were “persons” for purposes of 42 U.S.C. § 1983 and acted under color of state law to deprive Mr. Froemming of his constitutional rights.

105. All individual Defendants to this claim, at all times relevant hereto, were acting under the color of state law in their capacity as West Allis police officers and their acts or omissions were conducted within the scope of their official duties or employment.

106. At the time of the complained events herein, Plaintiff had a clearly established constitutional right under the Fourth Amendment to be secure in his person from unreasonable search and seizure through excessive force.

107. Plaintiff also had the clearly established Constitutional right under the Fourteenth Amendment to bodily integrity and to be free from excessive force by law enforcement.

108. Any reasonable police officer knew or should have known of these rights at the time of the complained conduct as they were clearly established at that time.

109. Defendants Treep and Carlson's actions and use of force, as described herein, were objectively unreasonable in light of the facts and circumstances confronting them and violated these Fourth Amendment rights of Plaintiff.

110. Defendants Treep and Carlson's actions and use of force, as described herein, were also malicious and/or involved reckless, callous, and deliberate indifference to Mr. Froeming's federally protected rights. The force used by these Defendant officers in removing Mr. Froemming from his vehicle shocks the conscience and violated the Fourth and Fourteenth Amendment rights of Plaintiff.

111. Defendants engaged in the conduct described by this Complaint willfully, maliciously, in bad faith, and in reckless disregard of Mr. Froemming's federally protected constitutional rights.

112. They did so with shocking and willful indifference to Plaintiff's rights and their conscious awareness that they could cause Plaintiff physical, psychological, monetary and emotional injuries.

113. The acts or omissions of Defendants as described herein intentionally deprived Plaintiff of his constitutional rights and caused him other damages.

114. These individual Defendants are not entitled to qualified

immunity for the complained of conduct.

115. The Defendants to this claim at all times relevant hereto were acting pursuant to municipal/county custom, policy, decision, ordinance, regulation, widespread habit, usage, or practice in their actions pertaining to Plaintiff.

116. As a proximate result of Defendants' unlawful conduct, Plaintiff has suffered actual psychological and emotional injuries, and other damages and losses as described herein entitling him to compensatory and special damages, in amounts to be determined at trial.

117. In addition to compensatory, economic, consequential and special damages, Plaintiff is entitled to punitive damages against each of the individually named Defendants under 42 U.S.C. § 1983, in that the actions of each of these individual Defendants have been taken maliciously, willfully or with a reckless or wanton disregard of the constitutional rights of Plaintiff.

118. The Defendant West Allis, is liable pursuant to Wis. Stat. § 895.46 for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

SECOND CLAIM FOR RELIEF
42 U.S.C. § 1983 – Retaliation in Violation of the First Amendment
(Against Defendants Treep, Carlson and Stuetngen)

119. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

120. 42 U.S.C. § 1983 provides that: Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia subjects or causes to be subjected any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the constitution and law shall be liable to the party injured in an action at law, suit in equity, or other appropriate proceeding for redress . . .

121. At all relevant times herein, the above-named Defendants, were “persons” for purposes of 42 U.S.C. § 1983 and acted under color of state law to deprive Mr. Froemming of his constitutional rights.

122. All individual Defendants to this claim, at all times relevant hereto, were acting under the color of state law in their capacity as West Allis police officers and their acts or omissions were conducted within the scope of their official duties or employment.

123. At the time of the complained of events, Plaintiff had the clearly established constitutional right to be free from retaliation for the exercise of protected speech.

124. Any reasonable police officer knew or should have known of these

rights at the time of the complained conduct as they were clearly established at that time.

125. Mr. Froemming exercised his constitutionally protected right to question law enforcement and/or engaged in protected speech related to the constitutional rights of citizens with respect to searches of their property by the police and objectionable police conduct.

126. Retaliatory animus for Mr. Froemming's exercise of his constitutionally protected right to question West Allis Police Officers regarding the scope of their legal authority to search his car/person was a substantial motivating factor in the excessive force used by individual Defendants both at the scene as well as throughout the course of litigation.

127. The excessive force used against Plaintiff in retaliation for his protected conduct would deter a person of ordinary firmness from continuing to engage in the protected conduct.

128. All of these Defendant officers participated in this use of force as a means of retaliation for Mr. Froemming's protected speech and none of the Defendant officers took reasonable steps to protect Plaintiff from this retaliation for the protected speech. They are each therefore liable for the injuries and damages resulting from the objectively unreasonable and conscience shocking force of each other officer.

129. Defendants engaged in the conduct described by this Complaint willfully, maliciously, in bad faith, and in reckless disregard of Mr. Froemming's federally protected constitutional rights.

130. The acts or omissions of all individual Defendants were moving forces behind Plaintiff's injuries.

131. These individual Defendants acted in concert and joint action with each other.

132. The acts or omissions of Defendants as described herein intentionally deprived Plaintiff of his constitutional and statutory rights and caused him other damages.

133. These individual Defendants are not entitled to qualified immunity for the complained of conduct.

134. The Defendants to this claim at all times relevant hereto were acting pursuant to municipal/county custom, policy, decision, ordinance, regulation, widespread habit, usage, or practice in their actions pertaining to Plaintiff.

135. As a proximate result of Defendants' unlawful conduct, Plaintiff has suffered actual psychological, economic and emotional injuries, and other damages and losses as described herein entitling him to compensatory and special damages, in amounts to be determined at trial. As a further result of

the Defendants' unlawful conduct, Plaintiff has incurred special damages, including psychological expenses and may continue to incur further special damage related expenses, in amounts to be established at trial.

136. In addition to compensatory, economic, consequential and special damages, Plaintiff is entitled to punitive damages against each of the individually named Defendants under 42 U.S.C. § 1983, in that the actions of each of these individual Defendants have been taken maliciously, willfully or with a reckless or wanton disregard of the constitutional rights of Plaintiff.

137. The Defendant, West Allis, is liable pursuant to Wis. Stat. § 895.46 for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

THIRD CLAIM FOR RELIEF
42 U.S.C. § 1983 – Malicious Prosecution in violation of the Fourth and Fourteenth Amendments
(Against Defendants Treep, Carlson and Stuetngen)

138. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

139. 42 U.S.C. § 1983 provides that: Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia subjects or causes to be subjected any citizen of the United States or other person within the jurisdiction thereof to the

deprivation of any rights, privileges or immunities secured by the constitution and law shall be liable to the party injured in an action at law, suit in equity, or other appropriate proceeding for redress . . .

140. At all relevant times herein, the above-named Defendants, were “persons” for purposes of 42 U.S.C. § 1983 and acted under color of state law to deprive Mr. Froemming of his constitutional rights.

141. All individual Defendants to this claim, at all times relevant hereto, were acting under the color of state law in their capacity as West Allis police officers and their acts or omissions were conducted within the scope of their official duties or employment.

142. At the time of the complained of events, Plaintiff had the clearly established constitutional right to be free from malicious prosecution without probable cause under the Fourth Amendment and in violation of due process under the Fourteenth Amendment.

143. Any reasonable police officer knew or should have known of these rights at the time of the complained conduct as they were clearly established at that time.

144. Individual Defendants violated Mr. Froemming’s Fourth and Fourteenth Amendment rights to be free from malicious prosecution without probable cause and without due process when they worked in concert to

secure false charges against him, resulting in his unlawful confinement and prosecution.

145. Defendants engaged in the conduct described by this Complaint willfully, maliciously, in bad faith, and in reckless disregard of Mr. Froemming's federally protected constitutional rights.

146. The procurement of prosecution against Mr. Froemming for the known to be false allegations of OWI were malicious, shocking, and objectively unreasonable in light of the circumstances.

147. Those proceedings terminated in Plaintiff's favor. The West Allis Assistant City Attorney dropped the OWI charge without any compromise by Plaintiff, reflecting a prosecutorial judgment that the case could not be proven by a preponderance of evidence. Plaintiff also believes West Allis dropped these charges in order that the perjury that had already been committed by both Carlson and Treep would not be reviewed by the court. Mr. Froemming was presenting this information to the court in his Motion to Dismiss when West Allis dropped the OWI.

148. The conviction of Mr. Froemming on breathalyzer refusal was tainted by the Court refusing to review the provable perjury claims against West Allis' only witness on that charge and falsified test result claims.

149. The acts or omissions of all individual Defendants were moving

forces behind Plaintiff's injuries.

150. These individual Defendants acted in concert and joint action with each other.

151. The acts or omissions of Defendants as described herein intentionally deprived Plaintiff of his constitutional and statutory rights and caused him other damages.

152. Defendants are not entitled to qualified immunity for the complained of conduct.

153. The Defendants to this claim at all times relevant hereto were acting pursuant to municipal/county custom, policy, decision, ordinance, regulation, widespread habit, usage, or practice in its actions pertaining to Plaintiff.

154. As a proximate result of Defendants' unlawful conduct, Plaintiff has suffered actual psychological, economic and emotional injuries, and other damages and losses as described herein entitling him to compensatory and special damages, in amounts to be determined at trial. As a further result of the Defendants' unlawful conduct, Plaintiff has incurred special damages, including psychological related expenses and may continue to incur further special damages related expenses, in amounts to be established at trial.

155. In addition to compensatory, economic, consequential and special

damages, Plaintiff is entitled to punitive damages against each of the individually named Defendants under 42 U.S.C. § 1983, in that the actions of each of these individual Defendants have been taken maliciously, willfully or with a reckless or wanton disregard of the constitutional rights of Plaintiff.

156. The Defendant, West Allis, is liable pursuant to Wis. Stat. § 895.46 for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

FOURTH CLAIM FOR RELIEF
Violation of 42 U.S.C. § 1983 – Deliberately Indifferent Policies, Practices, Customs, Training and Supervision in violation of the First, Fourth and Fourteenth Amendments and in violation of 42 U.S.C. § 1981
(Against Defendants West Allis and Mitchell)

157. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

158. 42 U.S.C. § 1983 provides that: Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia subjects or causes to be subjected any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the constitution and law shall be liable to the party injured in an action at law, suit in equity, or other appropriate proceeding for redress . . .

159. Plaintiff in this action is a citizen of the United States and Defendants to this claim are persons for purposes of 42 U.S.C. § 1983.

160. The Defendants to this claim at all times relevant hereto were acting under the color of state law.

161. Plaintiff had the following clearly established rights at the time of the complained of conduct:

A. the right to be secure in his person from unreasonable seizure through excessive force, under the Fourth Amendment;

B. the right to bodily integrity and to be free from excessive force by law enforcement under the Fourteenth Amendment;

C. the right to exercise his constitutional rights of free speech under the First Amendment without retaliation;

D. the right to be free from discrimination by police under the Equal Protection Clause of the Fourteenth Amendment and under 42 U.S.C. § 1981; and,

E. the right to be free from malicious prosecution under the Fourth and Fourteenth Amendments.

162. Defendant Mitchell and Defendant West Allis knew or should have known of these rights at the time of the complained of conduct as they were clearly established at that time.

163. The acts or omissions of these Defendants, as described herein, deprived Mr. Froemming of his constitutional and statutory rights and caused him other damages.

164. Defendants are not entitled to qualified immunity for the complained of conduct.

165. Defendant Mitchell and Defendant West Allis were, at all times relevant, policymakers for the City of West Allis and the WAPD, and in that capacity established policies, procedures, customs, and/or practices for the same.

166. These Defendants developed and maintained policies, procedures, customs, and/or practices exhibiting deliberate indifference to the constitutional rights of citizens, which were moving forces behind and proximately caused the violations of Mr. Froemming's constitutional and federal rights as set forth herein and in the other claims, resulted from a conscious or deliberate choice to follow a course of action among various available alternatives.

167. In light of the duties and responsibilities of those police officers that participate in arrests and preparation of police reports on alleged crimes and infractions, the need for specialized training and supervision is so obvious, and the inadequacy of training and/or supervision is so likely to

result in violations of constitutional and federal rights such as those described herein that the failure to provide such specialized training and supervision is deliberately indifferent to those rights.

168. The deliberately indifferent training and supervision provided by Defendant West Allis and Defendant Mitchell resulted from a conscious or deliberate choice to follow a course of action from among various alternatives available to Defendant West Allis and Defendant Mitchell and were moving forces in the constitutional and federal violation injuries complained of by Plaintiff.

169. As a direct result of Defendants' unlawful conduct, Plaintiff has suffered actual psychological, economic and emotional injuries, and other damages and losses as described herein entitling him to compensatory and special damages, in amounts to be determined at trial. As a further result of the Defendants' unlawful conduct, Plaintiff has incurred special damages, including psychological treatment related expenses and may continue to incur further psychological or other special damages related expenses, in amounts to be established at trial.

170. Finally, Plaintiff seeks appropriate declaratory and injunctive relief pursuant to 42 U.S.C. § 1983 to redress Defendants' above described ongoing deliberate indifference in policies, practices, habits, customs, usages,

training and supervision with respect to the rights described herein, and with respect to the ongoing policy and/or practice of the Professional Standards department of failing to investigate or appropriately handle complaints of the same, which Defendants have no intention for voluntarily correcting despite obvious need for such correction.

VI. PRAYER FOR RELIEF

Plaintiff prays that this Court enter judgment for the Plaintiff and against each of the Defendants and grants:

A. compensatory and consequential damages, including damages for emotional distress, humiliation, loss of enjoyment of life, and other pain and suffering on all claims allowed by law in an amount to be determined at trial;

B. economic losses on all claims allowed by law;

C. special damages in an amount to be determined at trial;

D. punitive damages on all claims allowed by law against individual Defendants and in an amount to be determined at trial;

E. costs associated with this action under 42 U.S.C. § 1988, including expert witness fees, on all claims allowed by law;

F. pre- and post-judgment interest at the lawful rate; and,

G. any further relief that this court deems just and proper, and any other appropriate relief at law and equity.

PLAINTIFF REQUESTS A TRIAL BY JURY.

Respectfully Submitted this 12th day of July, 2019.

A handwritten signature in black ink, appearing to read 'W.C. Froemming', with a long horizontal flourish extending to the right.

WILLIAM C FROEMMING, Pro Se

PO Box 1552

Kapa'a, HI 96746

Telephone: (414) 979 - 9459

Email: cadillac1960@yahoo.com



CLAIMANT CONTACT INFORMATION

Name: Steven Brooks
 Address: 2100 W Pierce St, Apt #8
Milwaukee, WI 53204
 Phone: (414) 430-5658
 Email: brooks24@matc.edu

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

NOTICE OF CLAIM

Date of incident: 01/30/2023
 Location: near 5300 W Lincoln Ave, West Allis, WI 53219
 Time of day: 13:48

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

I was turning into Goldfish Uniforms and when I pulled up the "ramp"/angled entry the front of my car's spoiler/bumper scraped and broke off due to the extreme angle of the entry. When I entered Goldfish to report the incident the guy at the counter basically ignored me and tried to brush it off. There were no witnesses but there are cameras on the lot. I will attach a photo of my car's damage.

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

Signed: Steve Brooks
 Date: 02/01/2023

CLAIM AMOUNT

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

The total amount sought is: \$ 3,500.00



CLAIMANT CONTACT INFORMATION

Name: Stacy Bishop
Address: 539 N. Hawley Rd Apt 1
Milwaukee, WI 53213

Phone: 414-242-5419
Email: bishopstacy14@icloud.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 02/10/2023 Time of day: 03:30 AM
Location: 2550 Monroe Rd

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

Because of the of lack of communication between Milwaukee police dept. and West Allis Police dept. in regards to a police report through West Allis Police Dept about my stolened vehicle located at 6214 W. Lincoln Ave I was not notified when my vehicle was found the day of Feburary 10 2023. however instead I received a letter in the mail on Feburary 13 2023 stating my vehicle was found and was being stored at the 3800 block of Lincoln Ave Tow Lot. Because of this lack of communciation and was not notified the day my vehicle was found I had to pay the tow lot \$210 to retrieve my vehicle. I believe if I was contacted on the day of my vehicle recovery I would not have payed this \$210 charge to receive my vehicle. I am requesting the full amount (\$210) back.

Check one:

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

Signed: Stacy L. Bishop

Date: 2/15/23

CLAIM AMOUNT

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

The total amount sought is: \$ 210.00

SAVE

PRINT

NOTICE OF CIRCUMSTANCES OF INJURY
WIS. STAT. § 893.80(1d)(a)

TO: CITY OF WEST ALLIS
City Clerk
7525 W. Greenfield Avenue
Room 108
West Allis, WI 53214

CLAIMANT: REID SEGHERS
10526 W. Cortez Circle, Apt. 25
Franklin, WI 53132

PLEASE TAKE NOTICE:

1. The Claimant, Reid Seghers (“Seghers”), is an adult resident of Milwaukee County, Wisconsin and currently resides at 10526 W. Cortez Circle, Apt. 25, WI 53527.

2. Seghers is employed with the City of West Allis Police Department (“WPD”) and is an employee of the City of West Allis.

3. On October 27, 2022, at 4:34 p.m., Seghers was on duty with WPD and was in full uniform. Seghers had initiated a traffic stop at or near S. 84th Street (393 feet south of Hwy 181 S/B) and was outside his squad.

4. At the time and place described above, Kenneth D. Grady, Jr. (“Grady”), an uninsured driver, was operating a 2013 Chevrolet Malibu and was stopped at or near . 84th Street (393 feet south of Hwy 181 S/B), when he suddenly and without warning accelerated his vehicle, striking and dragging Seghers. Grady then fled the scene.

5. At and before the time of the described motor vehicle collision, Grady was negligent in the operation and use of the vehicle in that he, among other things, failed to maintain control, failed to maintain a proper lookout, operated the vehicle in an aggressive or reckless manner, and was otherwise negligent.

6. The negligence of Grady was the cause of the injuries and damages sustained by Seghers.

7. As a result of the described motor vehicle accident and the negligence of the Grady, Seghers suffered severe injuries to his knee, head, chest, neck and back that have required, and will require, medical care, treatment and attention with attendant expense, past wage loss and potential impairment of future earning capacity, past and future pain, suffering, disability and loss of enjoyment of life, and other compensable injuries.

SM
2/15/23

CITY OF WEST ALLIS
15 FEB '23 PM4:08

8. At all times material hereto, the City of West Allis and the City of West Allis Human Resources Department had actual and constructive notice of the aforesaid incident and thoroughly investigated it. WPD was present at accident scene and took command of the scene. Seghers has been working with the City of West Allis Human Resources Department regarding his accident and injuries as he is applying for worker's compensation from the City of West Allis for these injuries.

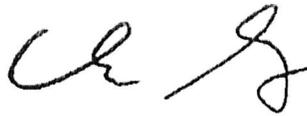
9. Seghers may pursue a claim against the City of West Allis' uninsured or underinsured motorist insurer.

10. Attached hereto as **Exhibit A** is a true and correct copy of Wisconsin Motor Vehicle Crash Report 1SL04D2Z9Z.

The Claimant is represented by the law firm of MacGillis Wiemer, LLC, by Attorney Christopher J. MacGillis and Attorney Lauren E. Raupp. It is requested that all notices, documents and/or correspondence related to this claim be served upon the Claimant in the care of his legal counsel at MacGillis Wiemer, LLC, 11040 W. Bluemound Rd., Ste. 100, Milwaukee, WI 53226.

Dated at Milwaukee, Wisconsin, this 13th day of February, 2023.

MacGILLIS WIEMER, LLC
Attorneys for the Claimant, Reid Seghers



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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF EASTERN WISCONSIN**

Civil Action No. 2:21-cv-01192-LA

GAIGE GROSSKREUTZ;

Plaintiff;

v.

THE CITY OF KENOSHA, a municipal corporation;
KENOSHA COUNTY, a municipal corporation;
DAVID BETH, in his individual and official capacities;
DANIEL MISKINIS, in his individual and official capacities;
JOHN & JANE DOE POLICE OFFICERS 1-100, in their individual capacities;
COUNTY OF WAUKESHA;
COUNTY OF RACINE;
COUNTY OF SAUK;
COUNTY OF WALWORTH;
COUNTY OF WASHINGTON;
VILLAGE OF MENOMONEE FALLS;
CITY OF WEST ALLIS; and
KYLE RITTENHOUSE;

Defendants.

AMENDED COMPLAINT AND JURY DEMAND

Plaintiff Gaige Grosskreutz, by and through his attorneys, Kimberley Motley of Motley Legal Services and E. Milo Schwab of Ascend Counsel, LLC, respectfully alleges for his Amended Complaint and Jury Demand as follows:

INTRODUCTION

1. “We appreciate you guys - we really do.”
2. These were the words of Kenosha law enforcement officers - words of encouragement and thanks, given to Kyle Rittenhouse and his band of white nationalist vigilantes on the evening of August 25, 2020.
3. On August 25, 2020, in Kenosha, Wisconsin, Plaintiff Gaige Grosskreutz was participating in protests against police violence, which were sparked by the police shooting of Jacob Blake two days earlier. Mr. Blake was a Black man who had been shot in the back seven times by an officer in the Kenosha Police Department, and Mr. Grosskreutz was among many who peacefully protested the shooting and Kenosha’s pattern of racist and violent behavior by police officers and other officials.
4. During the protests, private citizens took up arms and patrolled the streets of Kenosha, acting as law enforcement agents. Many of them had posted racist messages and threatened violence on social media before descending upon Kenosha. They made their plans known to law enforcement officials.
5. These armed individuals were not Kenosha business owners whose property had been damaged, nor were they hired by any of those businesses to come protect their property.
6. One of these armed individuals was Defendant Kyle Rittenhouse, who was then 17 years old. He crossed into Wisconsin from Illinois, carrying an assault rifle on the streets of Kenosha, in open violation of the law.
7. Astonishingly, the Kenosha Police Department, Kenosha County Sheriff’s Department, their supervising officials and police officers, and law enforcement officers from

surrounding communities did not treat Defendant Rittenhouse or any of the other armed individuals patrolling the streets as a threat to the safety of themselves or the citizens they were sworn to protect.

8. Instead, the law enforcement Defendants deputized these armed individuals, conspired with them, and ratified their actions by letting them patrol the streets, armed with deadly weapons, to mete out justice as they saw fit. In addition, the law enforcement Defendants thanked Defendant Rittenhouse and other armed individuals, gave them water, and allowed them to openly defy the emergency curfew order that was in place. The law enforcement Defendants even made plans to funnel the protestors toward the armed individuals “deal with them.”
9. As a result, Defendant Rittenhouse fired his assault rifle indiscriminately multiple times at citizens on the street. He shot and killed two men, seriously injured a third, and narrowly missed a fourth. At the time Defendant Rittenhouse encountered Gaige Grosskreutz, Defendant Rittenhouse had already killed two men.
10. Mr. Grosskreutz tried to end Defendant Rittenhouse’s homicidal rampage.
11. Defendant Rittenhouse had first killed Joseph Rosenbaum, an individual who had confronted Defendant Rittenhouse wandering the streets pointing a weapon of war at protesters.
12. Defendant Rittenhouse shot him four times, including once in the head.
13. Instead of rendering aid to Mr. Rosenbaum, Defendant Rittenhouse fled.
14. Defendant Rittenhouse’s fleeing was all the more galling because he was standing only two hundred yards from a hospital.

15. When the protesters saw him fleeing, they called for him to stop. He kept running, pointing his AR-15 at protesters as he ran.
16. One protester, a Black man who had watched Defendant Rittenhouse kill Mr. Rosenbaum, chased Rittenhouse in an effort to protect others from the violence he had just watched at the hands of Rittenhouse.
17. This individual did not have a weapon.
18. This individual did not reach for Defendant Rittenhouse - his hands were in his pocket.
19. Instead he tried to kick Mr. Rittenhouse's weapon out of his hands.
20. Mr. Rittenhouse fired his gun at this man twice.
21. Defendant Rittenhouse tried to kill this man without any possible basis for believing that his life was in danger.
22. Having seen this intent to kill with his own eyes, Anthony Huber tried to disarm Defendant Rittenhouse.
23. Mr. Huber had heard that Rittenhouse had already killed and watched him shoot at an unarmed person - so Mr. Huber clearly understood that this was a violent individual.
24. Defendant Rittenhouse then shot Mr. Huber in the chest, killing him instantly.
25. Plaintiff Gaige Grosskreutz watched all of this happen.
26. He approached with his hands in the air to try to ease the situation and stop the killing.
27. Defendant Rittenhouse instead shot Mr. Grosskreutz in the bicep, leaving a gaping wound.
28. Thankfully, Mr. Grosskreutz did not die that day.

29. But he must live with the physical and emotional wounds inflicted by Defendant Rittenhouse and the Defendants who deputized and enabled him.
30. The conduct of the Defendants in this case directly caused Gaige Grosskreutz's injury.

JURISDICTION AND VENUE

31. Jurisdiction of this Court is invoked pursuant 28 U.S.C. §§1331 and 1343(a).
32. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367(a) because they are part of the same case and controversy described by Plaintiff's federal claims.
33. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the events giving rise to the claims occurred in this District.

PARTIES

34. Plaintiff Gaige Grosskreutz is a citizen of the United States who resides in the state of Wisconsin.
35. Defendant City of Kenosha is a municipality in the state of Wisconsin. Kenosha operates the Kenosha Police Department ("KPD"), which in turn sets city-wide policies for the conduct of police officers employed by the City of Kenosha.
36. Defendant Kenosha County is a municipality in the state of Wisconsin. Kenosha County operates the Kenosha County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Kenosha County Sheriff's Department.
37. Defendant DAVID G. BETH was the duly elected Sheriff of Kenosha County, Wisconsin. Defendant Beth had the authority to make and enforce policies of the

Kenosha County Sheriff's Department. Mr. Beth is sued in his individual and official capacities.

38. Defendant DANIEL G. MISKINIS was the Chief of Police for the Kenosha Police Department. Defendant Miskinis had the authority to make and enforce policies of the Kenosha Police Department. Mr. Miskinis is sued in his individual and official capacities.
39. Defendants JOHN DOE POLICE OFFICERS are unknown law enforcement officers employed by the Kenosha Police Department, Kenosha County Sheriff's Department, Waukesha County Sheriff's Department, Racine County Sheriff's Department, Sauk County Sheriff's Department, Walworth County Sheriff's Department, Washington County Sheriff's Department, Menomonee Falls Police Department, and West Allis Police Department, who were deployed to respond to the protests on August 25, 2020.
40. Defendant COUNTY OF WAUKESHA is a governmental entity within the State of Wisconsin, an arm of which is the Waukesha County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Waukesha County Sheriff's Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.
41. Defendant COUNTY OF RACINE is a governmental entity within the State of Wisconsin, an arm of which is the Racine County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Racine County Sheriff's Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.

42. Defendant COUNTY OF SAUK is a governmental entity within the State of Wisconsin, an arm of which is the Sauk County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Sauk County Sheriff's Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.
43. Defendant COUNTY OF WALWORTH is a governmental entity within the State of Wisconsin, an arm of which is the Walworth County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Walworth County Sheriff's Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.
44. Defendant COUNTY OF WASHINGTON is a governmental entity within the State of Wisconsin, an arm of which is the Washington County Sheriff's Department, which in turn sets policies for the conduct of sheriff's deputies employed by the Washington County Sheriff's Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.
45. Defendant VILLAGE OF MENOMONEE FALLS is a governmental entity within the State of Wisconsin, an arm of which is the Menomonee Falls Police Department, which in turn sets policies for the conduct of officers employed by the Menomonee Falls Police Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.
46. Defendant CITY OF WEST ALLIS is a governmental entity within the State of Wisconsin, an arm of which is the West Allis Police Department, which in turn sets

policies for the conduct of officers employed by the West Allis Police Department. The department deployed officers and equipment to respond to and control the protests on the evening of August 25, 2020.

47. Hereinafter, all the law enforcement officers and departments set forth above are referred to, collectively, as the “Law Enforcement Defendants.”
48. Hereinafter, the Waukesha County Sheriff’s Department, Racine County Sheriff’s Department, Sauk County Sheriff’s Department, Walworth County Sheriff’s Department, Washington County Sheriff’s Department, Menomonee Falls Police Department, and West Allis Police Department, and their officers, are referred to as “Additionally Responding Departments” or “Additionally Responding Officers.”
49. Hereinafter, the City of Kenosha, County of Kenosha, County of Waukesha, County of Racine, County of Sauk, County of Walworth, County of Washington, Village of Menomonee Falls, and City of West Allis are referred to as the “Municipal Defendants.”
50. Defendant KYLE RITTENHOUSE is a citizen of Illinois who shot and injured Gaige Grosskreutz on August 25, 2020.

FACTS

Kenosha Police Shoot Jacob Blake, Sparking Protests

51. On August 23, 2020, in Kenosha, Wisconsin, KPD officer Rusten Sheskey shot Jacob Blake in the back seven times without justification.
52. Neighbors and other concerned residents of Kenosha demonstrated in protests against the shooting of Jacob Blake. Demonstrators initially gathered at the site where Mr.

Blake was shot. When video of the KPD's shooting of Blake was released, it rightly sparked public outrage. That evening hundreds of additional demonstrators gathered in downtown Kenosha to protest.

53. Officers from the KPD and the KCSD were dispatched to monitor the demonstrations, police the actions of individuals present, and disperse the crowds.
54. The KPD and KCSD officers at the scene were antagonistic toward the demonstrators, who were voicing their outrage at the racist and systemic violence conducted by the very officers who were policing the demonstrations.
55. An emergency overnight curfew of 10:15 p.m. was put in place. The curfew was aimed at protestors and not actually directed at, or enforced against, others in the City violating the order.
56. Officers from the KPD and KCSD fired tear gas and rubber bullets into the crowds to break up the demonstrations, and they arrested many demonstrators.
57. On Monday, August 24, 2020, the demonstrations continued. Defendant Beth put in place an 8 p.m. curfew. Again, the curfew was aimed at protestors.
58. That curfew remained in effect on August 25, 2020.

**KPD and KCSD Coordinate Their Response and Control of the Protests with
Departments and Officers from Neighboring Communities**

59. On August 25, 2020, in addition to the officers from KPD and KCSD, the Additionally Responding Departments deployed officers and equipment to participate in the response and control of the protests in Kenosha. The Additionally Responding Officers joined forces with the KPD and KCSD and worked under their coordination and tactical command.

60. The Waukesha, Racine, Sauk, Walworth and Washington County Sheriff's Departments deployed Special Weapons and Tactics (SWAT) teams to coordinate with KPD and KCSD to respond to and control the protests in Kenosha.
61. In addition to officers, the Additionally Responding Departments also deployed equipment, including service weapons and crowd control tools such as pepper spray, tear gas and so-called non-lethal weapons such as bean bag shotguns and rubber bullets. The Additionally Responding Departments also provided armored military vehicles designed for use in war, including BearCats and Mine-Resistant Ambush Protected trucks (MRAPs).
62. At various times, KPD, KCSD and the Additionally Responding Departments used all these tools on or against protestors.
63. Tear gas is a chemical weapon that the United States military is banned from using under the 1925 Geneva Protocol and the United Nations Chemical Weapons Convention that went into effect in 1997. The KPD, KCSD, and Additionally Responding Departments deployed it repeatedly on protestors in Kenosha between August 23 and 25.
64. On the night of August 25, the Additionally Responding Officers all coordinated with and acted under a shared tactical command with KPD and KCSD.

**Defendants Know Armed Individuals Plan to Patrol
Kenosha and Have Threatened Harm to Citizens**

65. The demonstrations continued into August 25, 2020.

66. That evening, armed individuals descended on Kenosha. They could be seen patrolling the streets in and around the demonstrations, brandishing weapons, threatening residents, and pointing weapons at peaceful demonstrators without provocation.
67. The armed individuals had arrived in part based on a Facebook post by Kevin Mathewson on behalf of a militia group he formed called the Kenosha Guard. Mathewson put out a call on Facebook for “patriots willing to take up arms and defend our City tonight against the evil thugs.” He received hundreds of online responses, including many hundreds of people indicating that they would be attending.
68. The responders to Mathewson’s post made clear that they intended to patrol the demonstration armed, and with the intent to kill. Responses included the following:
 - a. “Counter protest? Nah. I fully plan to kill looters and rioters tonight. I have my suppressor on my AR [Assault Rifle], these fools won’t even know what hit them.”
 - b. “It’s about time. Now it’s time to switch to real bullets and put a stop to these impetuous children rioting.”
 - c. “Use hollow points, they expand on contact.”
 - d. “Armed and ready. Shoot to kill tonight.”
69. Law Enforcement Defendants knew about the plans and intentions of the armed individuals, including the social media posts, and the plans and intentions of the pro militia armed individuals that descended on downtown Kenosha.
70. Mathewson is a former Kenosha alderman, was known to the Defendants, and speaks regularly with Defendant Miskinis.

71. Mathewson, calling himself the Commander of the Kenosha Guard, emailed Defendant Miskinis and Joseph Nosalik, KPD's Public Information Officer. The email stated, "Chief Miskinis: As you know, I am the Commander of the Kenosha Guard, a local militia. We are mobilizing tonight and have about 3,000 RSVP's. We have volunteers that will be in Uptown, downtown, and at the entrances to other neighborhoods." Mathewson also posted the email as an open letter to the Kenosha Chief of Police on social media.
72. The email and social media post made clear that these "volunteers" would not be there to protect their own homes or businesses, and that they had not been hired by any local business to secure property. Instead, they intended to patrol the streets, acting as armed law enforcement officials.
73. Neither Defendant Miskinis nor Defendant Beth made any attempt to dissuade Mathewson or any other armed individuals from showing up in Kenosha to patrol the streets.
74. Defendants Miskinis and Beth acknowledged that the KPD and KCSD were aware that pro-militia, armed individuals intended to patrol and then did patrol downtown Kenosha.
75. The Additionally Responding Departments and their Officers were also fully aware that there were pro-militia armed individuals were patrolling downtown Kenosha. This was obvious to them when on scene. Indeed, one of the Additionally Responding Officers wrote in his report from the night of August 25, 2020 that "throughout the night" they

observed pro-militia groups “armed, mostly with long guns in the area of 60th and Sheridan.”

Defendant Rittenhouse Shoots Gaige Grosskreutz and Kills Two Others

76. Among the armed individuals who arrived in Kenosha on August 25 was Defendant Kyle Rittenhouse.
77. Defendant Rittenhouse was a 17-year-old from Antioch, Illinois.
78. By his appearance, Defendant Rittenhouse was obviously a minor.
79. Defendant Rittenhouse possessed a Smith & Wesson AR-15 style .223 rifle, with a magazine holding 30 rounds of ammunition. This weapon was developed in the late 1950s as a weapon of war.
80. Defendant Rittenhouse was brandishing his gun openly and conspicuously, strapping it over his shoulder using a tactical sling designed to position the rifle at the center of his chest for rapid elevation and positioning. The rifle was visible at all times across his body or in his hands.
81. Defendant Rittenhouse was in clear violation of the law, which prohibits a minor from possessing or displaying such a gun.
82. Numerous KPD and KCSD officers saw Defendant Rittenhouse before and after the shootings that night, as did many of the Additionally Responding Officers. Despite being in clear violation of Wisconsin law, Defendant Rittenhouse was not asked for identification, was not questioned, was never detained, and was not disarmed.

83. Instead, the Law Enforcement Defendants allowed Defendant Rittenhouse to patrol the streets of downtown Kenosha with his deadly assault rifle, they invited him in, deputized him, conspired with him, and ratified his actions.
84. As a result of the Law Enforcement Defendants' actions, within the zone they controlled, Defendant Rittenhouse shot at four Kenosha-area residents, killing two of them and seriously injuring a third.
85. At around 11 p.m., without provocation or any legal justification, Defendant Rittenhouse pointed his gun at an unarmed demonstrator heading to his car to go home.
86. Around 11:45 p.m., Defendant Rittenhouse shot Joseph Rosenbaum in the parking lot of an auto dealership. Rosenbaum was killed.
87. Instead of seeking medical attention, or any other form of aid, Defendant Rittenhouse called his friend Dominic Black, told Black that he had just killed someone, and then ran.
88. Defendant Rittenhouse ran from the scene of the Rosenbaum shooting with his assault rifle in his hands, holding it in a ready position. People were yelling that Defendant Rittenhouse had just shot someone.
89. Defendant Rittenhouse stumbled and fell to the ground, and several citizens approached him in an attempt to disarm him.
90. The first individual was a Black man who had witnessed Defendant Rittenhouse kill his first victim.
91. This man had no weapon and did not reach for Defendant Rittenhouse's weapon.
92. Instead, he merely tried to kick the gun out of Defendant Rittenhouse's hands.

93. Defendant Rittenhouse shot at him twice, both times aiming for his head.
94. After being shot at twice, this first individual ran away, fearing for his life.
95. Anthony Huber approached Defendant Rittenhouse to disarm him, stop the shooting, and save the lives of others.
96. As Mr. Huber was reaching for Defendant Rittenhouse's rifle to pull it away, without provocation or any legal justification, Defendant Rittenhouse shot him in the chest.
97. After Mr. Huber was shot, Plaintiff Gaige Grosskreutz approached Defendant Rittenhouse with his hands up, pleading with him to stop his shooting rampage. Without provocation or any legal justification, Defendant Rittenhouse shot at Grosskreutz from point-blank range, hitting him in the arm. Thankfully, Grosskreutz survived.
98. As a result of this shooting, Mr. Grosskreutz suffered a serious bodily injury and has suffered emotional distress.

The Law Enforcement Defendants Authorize Defendant Rittenhouse's Shootings

99. The Law Enforcement Defendants did nothing to stop Defendant Rittenhouse's illegal conduct. They did not arrest him for illegally carrying a gun. They did not disarm him. They did not limit his movement in any way. They did not question him. They did not stop him from shooting individuals after he started. They did not arrest him, detain him, or question him even after he had killed two people.
100. Instead, the Law Enforcement Defendants deputized Defendant Rittenhouse and other armed individuals, conspired with them, and ratified their actions by allowing them to

patrol the streets armed illegally with deadly weapons and shoot and kill innocent citizens.

101. Among other things, the Law Enforcement Defendants directed their curfew order only at people protesting the Law Enforcement Defendants' own police violence, and not at Defendant Rittenhouse and others, who were supporters of law enforcement.
102. Defendant Rittenhouse and others were subject to a different set of rules and were allowed to move about freely in areas controlled by the Law Enforcement Defendants.
103. For example, at 9:57 p.m., a Kenosha Police Sergeant sent a message to all officers through the Department's internal messaging system noting the presence of armed individuals patrolling the streets in violation of the curfew order.
104. The Additionally Responding Officers were also fully aware of the presence of armed individuals patrolling the streets in violation of the curfew order, based on their observation of their presence "throughout the night" and their participation in a coordinated tactical command.
105. Rather than take any steps to detain, dissuade, or disarm these armed individuals, a KPD Sergeant made clear that the pro-police armed individuals were not to be detained, dissuaded, or disarmed, calling the armed individuals in blatant violation of the curfew order "very friendly."
106. Likewise, at 11:26 p.m., callers reported that some of the pro-police armed individuals had "slashed tires" in a nearby area. But the Defendants did nothing in response to this conduct, let alone arrest the perpetrators.

107. To the contrary, one of the Additionally Responding Officers, on a text thread with others titled “Tactical Enforcement Unit Command Only” wrote, “Gotta love counter protestors. Slashing tires.”
108. Instead, at approximately 11:30 p.m., about fifteen minutes before Defendant Rittenhouse shot Rosenbaum, Huber, and Grosskreutz, several Law Enforcement Defendants were talking to Defendant Rittenhouse and the other armed individuals who had congregated in the parking lot of a private business.
109. Despite the fact that the armed individuals were in violation of the curfew order, the officers and deputies communicated their full support and appreciation for Defendant Rittenhouse and others.
110. In video footage taken at the scene, officers can even be heard asking armed individuals if they needed water. Defendant Rittenhouse can be seen telling the officers that they did need water, which officers gave them.
111. Defendant Rittenhouse walked right up to the police vehicles. Despite his obviously tender age, he was not asked for identification to demonstrate that he could lawfully possess an assault rifle.
112. Officers working for the Law Enforcement Defendants not only provided armed individuals with water, but they voiced their support and appreciation for the actions of Defendant Rittenhouse and others, saying: “We appreciate you guys, we really do.”
113. Needless to say, the Law Enforcement Defendants did not offer assistance or appreciation to any protestors. At the same time the officers were handing out assistance and praise to the armed individuals, including Defendant Rittenhouse, they

can be heard over loudspeakers in their armored vehicles ordering the protestors to disperse: “This is the last warning. You will disperse.” And: “This area is closed, you are trespassing, leave now.”

114. No such warnings or threats were made to the armed individuals.
115. The Law Enforcement Defendants deliberately orchestrated these circumstances. A clear message was sent that perceived protestors were required to disperse, while armed individuals who supported law enforcement could roam free and assist the officers. These events directly led to Anthony Huber’s death.
116. Before the fatal shootings, one of the armed individuals was interviewed. He said the following: “You know what the cops told us today? They were like, ‘We’re gonna push ’em down by you, ‘cause you can deal with them, and then we’re gonna leave.’”
117. And that is exactly what happened. The Law Enforcement Defendants, including the commanders for these police forces, ordered the protestors to move south, funneling them into a confined area, where they were met by the violence perpetrated by Defendant Rittenhouse and the other armed individuals.
118. Internal communications and reports from members of the Law Enforcement Defendants reveal that they knew the pro-police armed individuals had gathered around 60th and Sheridan, yet they deliberately funneled protestors out of the park near 56th and Sheridan and forced them South right into the militia group they knew to be pro-police, in violation of the curfew order, slashing tires, and armed with long guns.

119. The commanders for the Law Enforcement Defendants knew that the act of funneling protesters towards their co-conspirators - the right wing militias including Rittenhouse - created a dangerous situation.
120. One of the protesters funneled by Defendants was Plaintiff Gaige Grosskreutz.
121. Defendants' conduct in funneling the protesters left Plaintiff Grosskreutz with no choice but to enter this confined area.
122. Plaintiff Grosskreutz and other individuals had no apparent means of escape. The Law Enforcement Defendants funneled protesters towards this militia while cutting off routes to leave. Only the militia members could move across police lines.
123. At all times, the Law Enforcement Defendants, Defendant Rittenhouse, and others knew and understood what it meant when they told heavily armed private citizens to "deal with" the protestors. In this manner, the Law Enforcement Defendants, Defendant Rittenhouse, and others arrived at a plan to collectively use force and state authority against the protestors.
124. For example, Defendant Rittenhouse's own lawyers stated that the police "maneuvered a mass of individuals down the street towards the auto shops" where the armed individuals had gathered.
125. As a result, the Law Enforcement Defendants invited, deputized, authorized, conspired with, and ratified the actions of Defendant Rittenhouse, a boy illegally in possession of an assault rifle, who roamed the street in violation of an emergency curfew order, shooting innocent civilians, killing two, seriously injuring a third, and narrowly missing a fourth.

126. To make matters worse, when Huber and Grosskreutz were shot, the Law Enforcement Defendants were at the scene. Protestors yelled to the officers that Defendant Rittenhouse had just shot people. Remarkably, the officers did nothing to stop Defendant Rittenhouse, let alone question him, or arrest him. Instead, officers spoke to Defendant Rittenhouse and then let him walk away.
127. The only reason the Law Enforcement Defendants allowed Defendant Rittenhouse to walk away after shooting three people was because he was white and because he was affiliated with the armed individuals, who had the Law Enforcement Defendants' explicit support.
128. By inviting, deputizing, conspiring with, and ratifying the actions of armed individuals, who were empowered to patrol the streets of Kenosha, the Law Enforcement Defendants created an extremely and obviously dangerous and deadly environment, which led directly and foreseeably to the shootings of Gaige Grosskreutz and others.
129. The Law Enforcement Defendants' open support of and coordination with the armed individuals in the minutes and hours before the shootings deprived Gaige Grosskreutz and the other protestors of the basic protections typically provided by police. It was a license for the armed individuals to wreak havoc and inflict injury.
130. Defendant Rittenhouse's own lawyers have blamed the shootings on the Law Enforcement Defendants, highlighting their "abject failure to ensure basic law and order to citizens."
131. The Law Enforcement Defendants continued their disparate treatment of Black people, even after the deaths of Huber and Rosenbaum. For example, Defendant Miskinis

refused to publicly condemn the crimes of Defendant Rittenhouse or the other armed individuals, and instead has ratified that misconduct. Indeed, he has defended the armed individuals as citizens exercising their constitutional rights. The protestors received the opposite treatment from Defendant Miskinis.

132. Moreover, in his first press conference after the shooting, Defendant Miskinis refused to make any statements condemning or even dissuading the armed individuals, even when he was specifically asked if he wanted armed vigilante groups to be present again the next night of protests.

Racial Discrimination and Viewpoint Discrimination

133. If Defendant Kyle Rittenhouse were Black, the Law Enforcement Defendants would have acted much differently.
134. If a Black person had approached police with an assault rifle, offering to patrol the streets with the police, he most likely would have been shot dead.
135. If a Black man had shot three citizens with an assault rifle and was seen walking away from the scene of the shooting with the assault rifle in hand, while other citizens yelled he was an active shooter, he would have been shot dead.
136. In none of these circumstances would the Law Enforcement Defendants have permitted the individual to roam the streets, illegally and heavily armed, shoot civilians, and then walk past a dozen officers, talk to them, and simply go home.
137. One need not look any further than the very event that gave rise to the protest at which Gaige Grosskreutz was maimed: although Jacob Blake was not at the site of a shooting, possessed no gun, brandished no weapon, had not shot or hurt anyone, and was

climbing into his own car with two children, Blake was shot in the back seven times by officers employed by Defendant KPD.

138. By contrast, Defendant Rittenhouse was walking away from the scene of a double homicide with an assault rifle in his arms, and he was permitted to simply walk away.
139. Jacob Blake is Black. Defendant Kyle Rittenhouse is White.
140. Moreover, the demonstrators were a diverse group of citizens protesting police violence against Black people, which included many Black-Americans and other people of color. They were protesting, in part, the racial discrimination of Defendants KPD and KCSD, and their officers, as exemplified by the shooting of Jacob Blake.
141. The armed individuals were all White.
142. Similarly, the protestors were advocating a viewpoint critical of the police, including Defendants KPD and KCSD. The armed individuals espoused a viewpoint that was avowedly pro-police.
143. The difference in treatment of the two groups was stark. The White, pro-police armed individuals were allowed by the Law Enforcement Defendants to patrol the streets with weapons of war, participating in the police action, and threatening and inflicting violence on innocent civilians; while the diverse group of protestors criticizing police actions were ordered to disperse because they were violating the curfew order. No such orders were given to the pro-police individuals, who were in violation of the curfew as well, and known to be slashing tires.
144. The reaction of some of the Law Enforcement Defendants to the shooting of three individuals by one of the pro-police armed individuals was openly callous. One of them

texted on the night of August 25, shortly after Grosskreutz and the others had been shot by Defendant Rittenhouse, “Listening to the gun fire. Such a nice night.” He then linked to a livestream of the shooting on Twitter, and texted, “Nice video.”

145. The protestors were also treated differently than the armed individuals in terms of who was subject to arrest. In the days after the protests began, more than 150 protestors were arrested for allegedly violating the curfew order. Not even a single one of the armed individuals was arrested by the Law Enforcement Defendants for violating the same curfew order.
146. Many of the armed individuals with whom the Law Enforcement Defendant departments had allied themselves were avowed racists.
147. Among the armed individuals present at the protests was Ryan Balch, a member of the Boogaloo Bois who could be seen patrolling the streets with Defendant Rittenhouse. The Boogaloo Bois are a right-wing militia group whose adherents include neo-Nazis and white supremacists. According to Balch, as many as 32 members of the Boogaloo Bois were in Kenosha patrolling the streets.
148. In the months after he killed two people and maimed Mr. Grosskreutz, Defendant Rittenhouse was seen in a bar in his hometown flashing an “OK” sign, a symbol of white supremacy/white power.
149. Later, he would fly to Miami, Florida to meet with Enrique Tarrío, the national leader of the Proud Boys movement - an avowedly racist and violent right-wing organization.
150. Defendant KPD’s support of, and coordination with, the armed individuals was a product of its systemic, racially discriminatory policies and practices.

151. The KPD has just eight Black police officers, out of a force of more than 200 officers. It has never had a Black person in top leadership positions, including police chief, assistant chief, or police inspector.
152. Christopher Carter, a former Black police officer in the KPD who retired in 2011, has said he was consistently subject to racist aggression, including being called a “n*****,” was discriminated against during his time at the KPD, and witnessed racist policing practices toward civilians.
153. In a recent article in the Washington Post, six current and former officers described a department at odds with people of color, both inside and outside its ranks, with some officers routinely using racist language and excessive force.” One of the former officers stated, “You have officers there who openly admit to pulling someone over because they’re Black and driving a nice car. And these are officers who train new officers.”
154. Just eleven days before Jacob Blake was shot, a woman was arrested for filming police officers engaging in threats and physical abuse during the arrest of a Black man. Her video footage captured a KPD officer punching a man in the ribs twice after he had already been handcuffed. When she was ordered to disperse, she responded, “We’re not moving until we know he’s safe!” An officer responded, “Do you want to get shot?”
155. For his part, Defendant Beth has his own history of racially discrimination conduct as the Kenosha County Sheriff. In 2018, two Black women and three Black men were apprehended after a shoplifting incident and a high-speed chase. The youngest individual arrested was 16 years old. In comments after the arrest, Defendant Beth

stated that it was time to “stop being politically correct,” and that “these people have to be warehoused.”

LEGAL CLAIMS

COUNT I:

42 U.S.C. §1983

CONSPIRACY TO DEPRIVE CONSTITUTIONAL RIGHTS

(Against All Defendants)

156. Each paragraph of this Complaint is incorporated as if restated fully herein.
157. Defendants acting in concert with each other and other co-conspirators—including Defendant Rittenhouse, Mathewson, members of the Kenosha Guard and other non-party armed individuals—reached an agreement among themselves to deprive Grosskreutz of his constitutional rights, all as described in the various paragraphs of this Complaint.
158. In so doing, these co-conspirators conspired to accomplish an unlawful purpose by an unlawful means. In addition, these co-conspirators agreed among themselves to protect one another from liability for depriving Grosskreutz of these rights.
159. In furtherance of the conspiracy, each of the co-conspirators committed overt acts and was an otherwise willful participant in joint activity.
160. The misconduct described in this Count was objectively unreasonable and was undertaken intentionally, with malice, willfulness, and reckless indifference to the rights of Grosskreutz and others.

161. As a direct and proximate result of the illicit prior agreement referenced above, Grosskreutz's rights were violated and he suffered injuries, including physical pain and emotional distress.
162. Plaintiff's injuries were caused by the actions and decisions of Defendants Beth and Miskinis, acting in their individual and official, policymaking capacities; and by employees and contractors of the Kenosha Police Department, Kenosha County Sheriff's Department, Additionally Responding Departments, and including the John Doe Police Officers, who acted at the direction of Defendants Beth and Miskinis; the Municipal Defendants; and Defendant Rittenhouse.
163. The misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, the Kenosha Police Department, the Kenosha County Sheriff's Department, and the Additionally Responding Departments, in the manner more fully described below in Count VII.

COUNT II:
42 U.S.C. §1985(3)
CONSPIRACY TO OBSTRUCT JUSTICE BASED
ON INVIDIOUS DISCRIMINATION
(Against All Defendants)

164. Each paragraph of this Complaint is incorporated as if restated fully herein.
165. Defendants are "persons" as that term is used in 42 U.S.C. §1985.
166. Defendants, acting in concert with each other and other co-conspirators—including Defendant Rittenhouse, Mathewson, members of the Kenosha Guard and other non-party armed individuals—reached an agreement among themselves to deprive

Grosskreutz of his constitutional rights and equal protection of the laws, all as described in the various paragraphs of this Complaint.

167. In so doing, these co-conspirators conspired to accomplish an unlawful purpose by an unlawful means. In addition, these co-conspirators agreed among themselves to protect one another from liability for depriving Grosskreutz of these rights.
168. In furtherance of the conspiracy, each of the co-conspirators committed overt acts and was an otherwise willful participant in joint activity.
169. The conspiracy between Defendants and the other co-conspirators set forth above, and the actions taken in furtherance thereof, were motivated by racial animus.
170. Specifically, working in concert with these others, Defendants targeted individuals of color and individuals allied with them in protest against racial discrimination, including Grosskreutz, by creating a dangerous environment in which injury to Grosskreutz and others was highly likely. They did this by permitting the allwhite armed individuals—many of whom had openly espoused racist and violent intentions—to taunt, threaten and monitor the diverse group of protestors, by permitting the all-White armed individuals to patrol the streets like deputized police officers, by offering the all-White armed individuals assistance and praise while simultaneously ordering protestors to disperse, and by ultimately corralling the protestors and funneling them toward the all-white armed individuals to “deal with them.” Moreover, in the week or so after the protests began, more than 150 members of the racially diverse group of protestors were arrested for violating Defendants’ curfew order. Not a single one of the all-white armed individuals was arrested for violating the same curfew order.

171. The misconduct described in this Count was objectively unreasonable and was undertaken intentionally, with malice, willfulness, and reckless indifference to the rights of Grosskreutz and others.
172. As a direct and proximate result of the illicit prior agreement referenced above, Grosskreutz's rights were violated and he suffered injuries, including physical pain and emotional distress.
173. Plaintiff's' injuries were caused by the actions and decisions of Defendants Beth and Miskinis, acting in their individual and official, policymaking capacities; and by employees and contractors of the Kenosha Police Department, Kenosha County Sheriff's Department, Additionally Responding Departments, and including the John Doe Police Officers, who acted at the direction of Defendants Beth and Miskinis; the Municipal Defendants; and Defendant Rittenhouse.
174. The misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, the Kenosha Police Department, the Kenosha County Sheriff's Department, and the Additionally Responding Departments, in the manner more fully described below in Count VII.

COUNT III:
42 U.S.C. § 1983
EQUAL PROTECTION
(Against All Defendants)

175. Each of the Paragraphs of this Complaint is incorporated as if fully stated herein.

176. In the manner described in this Complaint, Defendants denied Grosskreutz equal protection of the law in violation of the Fourteenth Amendment of the United States Constitution.
177. Defendants' conduct was motivated by racial animus and constituted purposeful discrimination, and it also affected Grosskreutz and the racially diverse group of protestors in a grossly disproportionate manner as compared to similarly situated White individuals.
178. Specifically, working in concert with these others, Defendants targeted individuals of color and individuals allied with them in protest against racial discrimination, including Grosskreutz, by creating a dangerous environment in which injury to Grosskreutz and others was highly likely. They did this by permitting the allwhite armed individuals—many of whom had openly espoused racist and violent intentions—to taunt, threaten and monitor the diverse group of protestors, by permitting the all-White armed individuals to patrol the streets like deputized police officers, by offering the all-White armed individuals assistance and praise while simultaneously ordering protestors to disperse, and by ultimately corralling the protestors and funneling them toward the all-white armed individuals to “deal with them.” Moreover, in the week or so after the protests began, more than 150 members of the racially diverse group of protestors were arrested for violating the KPD and KCSD's curfew order. Not a single one of the all-White armed individuals was arrested for violating the same curfew order.

179. The misconduct described in this Count was objectively unreasonable and was undertaken intentionally, with malice, willfulness, and reckless indifference to the rights of Grosskreutz and others.
180. As a direct and proximate result of the conduct referenced above, Grosskreutz was deprived of equal protection of the laws, and he suffered injuries, including physical pain and emotional distress.
181. Plaintiff's injuries were caused by the actions and decisions of Defendants Beth and Miskinis, acting in their individual and official, policymaking capacities; and by employees and contractors of the Kenosha Police Department, Kenosha County Sheriff's Department, Additionally Responding Departments, and including the John Doe Police Officers, who acted at the direction of Defendants Beth and Miskinis; the Municipal Defendants; and Defendant Rittenhouse.
182. The misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, the Kenosha Police Department, the Kenosha County Sheriff's Department, and the Additionally Responding Departments, in the manner more fully described below in Count VII.

COUNT IV:
42 U.S.C. §1983
FIRST AMENDMENT RETALIATION
(Against All Defendants)

183. Each paragraph of this Complaint is incorporated as if restated fully herein.
184. In the manner described in this Complaint, Defendants subjected Grosskreutz and the other protestors to discriminatory and retaliatory treatment based on their opinions

critical of police violence, in violation of the First Amendment of the United States Constitution.

185. Grosskreutz and the other protestors participated in rallies and demonstrations in downtown Kenosha advocating a viewpoint critical of the police, including Defendants KPD and KCSD, similar to the national and worldwide protests against police violence that began in the summer of 2020. Such conduct is protected by the First Amendment of the United States Constitution.
186. The armed individuals espoused a viewpoint that was avowedly “pro-police.”
187. Defendants subject Grosskreutz and other peaceful protestors to discrimination and retaliation because of their viewpoints critical of police. They did this by permitting “pro-police” armed individuals to taunt, threaten and monitor the diverse group of protestors without consequence, by permitting the “pro-police” armed individuals to patrol the streets like deputized police officers, by offering the “pro-police” armed individuals assistance and praise while simultaneously ordering protestors to disperse, and by ultimately corralling the protestors and funneling them toward the “pro-police” armed individuals to “deal with them.” Moreover, in the week or so after the protests began, more than 150 members of the protestors voicing criticism of racist and violent police conduct were arrested for violating KPD and KCSD’s curfew order. Not a single one of the “pro-police” armed individuals was arrested for violating the same curfew order.

188. The protected speech of Grosskreutz and the other protestors, and the viewpoint critical of police that they expressed, was a motivating factor in Defendants' disparate, discriminatory, and retaliatory treatment of the protestors.
189. Defendants' retaliatory actions in response to Grosskreutz and the other protestors' protected speech have had a chilling effect that acts as a deterrent to free speech.
190. The misconduct described in this Count was objectively unreasonable and was undertaken intentionally, with malice, willfulness, and reckless indifference to the rights of Grosskreutz and others.
191. As a direct and proximate result of the conduct referenced above, Grosskreutz's First Amendment rights were violated, and he suffered injuries, including physical pain and emotional distress.
192. Plaintiff's injuries were caused by the actions and decisions of Defendants Beth and Miskinis, acting in their individual and official, policymaking capacities; and by employees and contractors of the Kenosha Police Department, Kenosha County Sheriff's Department, Additionally Responding Departments, and including the John Doe Police Officers, who acted at the direction of Defendants Beth and Miskinis; the Municipal Defendants; and Defendant Rittenhouse.
193. The misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, the Kenosha Police Department, the Kenosha County Sheriff's Department, and the Additionally Responding Departments, in the manner more fully described below in Count VII.

COUNT V:
42 U.S.C. §1983
DEPRIVATION OF DUE PROCESS

(Against All Defendants)

194. Each paragraph of this Complaint is incorporated as if restated fully herein.
195. In the manner described in this Complaint, Defendants allowed Defendant Rittenhouse and other illegally armed individuals to patrol the streets of downtown Kenosha with deadly weapons, inviting those individuals to use police powers, deputizing them, conspiring with them, and ratifying their actions.
196. Defendants even informed Defendant Rittenhouse and these armed individuals that they would funnel demonstrators toward them to be dealt with.
197. The misconduct described in this Count increased the danger faced by Grosskreutz and other peaceful demonstrators who were present.
198. In addition, the misconduct described in this Count shocked the conscience and was undertaken intentionally, with malice, willfulness, and reckless indifference to the rights of Grosskreutz and others.
199. As a direct and proximate result of the conduct referenced above, Defendant Rittenhouse shot and killed Grosskreutz.
200. Plaintiff's injuries were caused by the actions and decisions of Defendants Beth and Miskinis, acting in their individual and official, policymaking capacities; and by employees and contractors of the Kenosha Police Department, Kenosha County Sheriff's Department, Additionally Responding Departments, and including the John Doe Police Officers, who acted at the direction of Defendants Beth and Miskinis; the Municipal Defendants; and Defendant Rittenhouse.

201. The misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, the Kenosha Police Department, the Kenosha County Sheriff's Department, and the Additionally Responding Departments, in the manner more fully described below in Count VII.

COUNT VI:
42 U.S.C. §1983
FAILURE TO INTERVENE
(Against All Law Enforcement Defendants)

202. Each paragraph of this Complaint is incorporated as if restated fully herein.

203. In the manner described in this Complaint, Defendants had knowledge that conspiratorial wrongs were about to be committed.

204. Each of the Defendants had the power to prevent or aid in preventing the commission of those wrongs.

205. Defendants neglected to prevent or aid in preventing these wrongful acts where the wrongful acts were committed and could have been prevented by reasonable diligence.

206. As a direct and proximate result of the conduct referenced above, Grosskreutz's constitutional rights were violated, and he suffered injuries, including physical pain and emotional distress.

207. As a further consequence of these deprivations, Plaintiff was required to retain counsel to represent them in court proceedings and incurred expenses associated with these proceedings and prosecuting the instant case.

COUNT VII:
42 U.S.C. §1983
Municipal Liability/Monell Policy Claim
(Against Municipal Defendants)

208. Each paragraph of this Complaint is incorporated as if restated fully herein.
209. As described more fully herein, the Municipal Defendants and the Additionally Responding Departments are themselves liable for the violation of Grosskreutz's constitutional rights.
210. Plaintiff's injuries were caused by the policies, practices, and customs of the Municipal Defendants, as well as by the actions of policy-making officials for the Municipal Defendants.
211. At all times relevant to the events described above and for a period of time prior and subsequent thereto, the Municipal Defendants failed to promulgate proper or adequate rules, regulations, policies, and procedures to ensure the protection of equal protection, first amendment and other constitutional rights of protestors and other individuals engaged in demonstrations and rallies on issues of public interest; to protect protestors and other individuals engaged in demonstrations and rallies on issues of public interest, including from counter-protestors and other individuals whose actions and presence is likely to create danger and result in violence; to ensure the equal enforcement (or non-enforcement) of curfew orders; to ensure decision-making free of racial discrimination as related to the monitoring and supervision of protests and demonstrations; to ensure decision-making free of viewpoint discrimination as related to the monitoring and supervision of protests and demonstrations; to protect the free speech rights of all persons regardless of race or viewpoint; and to protect against the likely violence attributable to the presence and threats of armed individuals deputizing themselves with police duties. In addition, or alternatively, the Municipal Defendants

failed to promulgate proper and adequate rules, regulations, policies, and procedures for the training and supervision of their officers and agents, with respect to the foregoing topics.

212. These failures to promulgate proper or adequate rules, regulations, policies, and procedures were committed by officers and agents of the Municipal Defendants.

213. In addition, at all times relevant to the events described in this Complaint and for a period of time prior thereto, the Municipal Defendants had notice of widespread practices by their officers and agents to discriminate and retaliate against racial minorities and their allies, and against protestors challenging discriminatory and violent conduct by police officers including members of the Kenosha Police Department and Kenosha County Sheriff's Department and the Additionally Responding Departments; and to favor the views of "pro-police" groups such as the Kenosha Guard and the other armed individuals; and to subject favored and unfavored groups to different treatment.

214. These widespread practices, individually and/or together, were allowed to flourish because the leaders, supervisors, and policymakers of the Municipal Defendants directly encouraged and were thereby the moving force behind the very type of misconduct at issue.

215. The above widespread practices and customs, so well settled as to constitute de facto policies of the Municipal Defendants were able to exist and thrive, individually and/or together, because policymakers with authority over the same exhibited deliberate indifference to the problem, thereby effectively ratifying it.

216. In addition, the misconduct described in this Count was undertaken pursuant to the policies and practices of the Municipal Defendants, in that the constitutional violations committed against Grosskreutz were committed with the knowledge or approval of persons with final policymaking authority for the Municipal Defendants or were committed by persons with such final policymaking authority.
217. Plaintiff's injuries were directly and proximately caused by officers, agents, and employees of the Municipal Defendants, who acted pursuant to one or more of the policies, practices, and customs set forth above in engaging in the misconduct described in this Count.

COUNT VIII:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Against Defendant Rittenhouse)

218. Each paragraph of this Complaint is incorporated as if restated fully herein.
219. In the manner described in this Complaint, Defendants engaged in extreme and outrageous conduct.
220. Defendants' actions set forth above were rooted in an abuse of power or authority.
221. Defendants' actions set forth above were undertaken with intent or knowledge that there was a high probability that the conduct would inflict severe emotional distress and physical injury, and with reckless disregard of that probability.
222. Defendants' actions set forth above were undertaken with malice, willfulness, and reckless indifference to the rights of others.
223. Defendants' conduct intentionally or recklessly caused severe emotional distress to another.

COUNT IX:
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(Against Defendants Rittenhouse, Miskinis, Beth, City of Kenosha, Kenosha County, and John Doe Defendants)

224. Each paragraph of this Complaint is incorporated as if restated fully herein.
225. In the manner described in this Complaint, Defendants were negligent.
226. Plaintiff was impacted by the incidents related to Defendants' negligence.
227. Plaintiff suffered serious emotional distress of the type that a reasonable person would expect to occur.
228. As a direct and proximate result of the conduct referenced above, Grosskreutz suffered injuries including physical pain and emotional distress.

COUNT X:
NEGLIGENCE
(Against Defendants Beth, Miskinis, City of Kenosha, Kenosha County, and John Doe Defendants)

229. Each paragraph of this Complaint is incorporated as if restated fully herein.
230. Defendants had a duty to Grosskreutz and the other protestors to act with ordinary care and prudence so as not to cause harm or injury to Grosskreutz.
231. By engaging in the manner described in this Complaint, Defendants failed to act with ordinary care and breached their duty of care owed to Grosskreutz.
232. As a direct and proximate result of the conduct referenced above, Grosskreutz suffered injuries including physical pain and emotional distress.

COUNT XI:
NEGLIGENT HIRING, SUPERVISION AND TRAINING
(Against Law Enforcement Defendants)

233. Each paragraph of this Complaint is incorporated as if restated fully herein.
234. Grosskreutz suffered damages from foreseeable misconduct of employees and agents supervised by the Law Enforcement Defendants.
235. The Law Enforcement Defendants' employees in supervisory roles had a duty to properly supervise officers and to oversee their treatment of Grosskreutz and other protestors.
236. The Law Enforcement Defendants blatantly disregarded the high probability that, by permitting their officers and agents to deputize and conspire with armed individuals, Grosskreutz would suffer injuries including physical pain and emotional distress. These Defendants were therefore negligent in their non-discretionary duties to supervise individual officers in their agencies.
237. As a direct and proximate result of the negligent supervision described above, Grosskreutz suffered injuries including physical pain and emotional distress.

COUNT XII:
BATTERY
(Against Defendant Rittenhouse)

238. Each of the Paragraphs of this Complaint is incorporated as if fully stated herein.
239. In the manner described in this Complaint, Defendant committed unlawful conduct as a result of which Defendant Kyle Rittenhouse shot Gaige Grosskreutz.
240. In pointing his gun at Mr. Grosskreutz and ultimately shooting him, Defendant Rittenhouse placed Mr. Grosskreutz in reasonable apprehension of imminent or harmful contact.

241. Defendant Rittenhouse intended to place Mr. Grosskreutz in apprehension of imminent and harmful contact.
242. Defendant Rittenhouse shot Mr. Grosskreutz, causing harmful contact.
243. Defendant Rittenhouse intended to shoot Mr. Grosskreutz.
244. The misconduct described in this Count was intentional and undertaken with malice, willfulness, and reckless indifference to the rights of others.
245. As a result of these actions, Grosskreutz suffered severe injuries, including physical pain and emotional distress.

COUNT XIII:
ASSAULT
(Against Defendant Rittenhouse)

246. Each of the Paragraphs of this Complaint is incorporated as if fully stated herein.
247. In the manner described in this Complaint, Defendant committed unlawful conduct as a result of which Defendant Kyle Rittenhouse shot Gaige Grosskreutz.
248. In pointing his gun at Mr. Grosskreutz and ultimately shooting him, Defendant Rittenhouse placed Mr. Grosskreutz in reasonable apprehension of imminent or harmful contact.
249. Defendant Rittenhouse intended to place Mr. Grosskreutz in apprehension of imminent and harmful contact.
250. The misconduct described in this Count was intentional and undertaken with malice, willfulness, and reckless indifference to the rights of others.
251. As a result of these actions, Grosskreutz suffered severe injuries, including physical pain and emotional distress.

COUNT XIV:
RESPONDEAT SUPERIOR
(Against Defendants City of Kenosha and Kenosha County)

252. Plaintiff incorporates each paragraph of this Complaint as if fully restated here.
253. In committing the acts alleged in the preceding paragraphs, Defendants Miskinis, Beth and John Doe Police Officers were agents, members, or employees of the Municipal Defendants, acting at all relevant times within the scope of their employment and under color of law.
254. These Defendants are liable as principals for all torts committed by their agents.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against each Defendant, and award him all relief allowed by law, including but not limited to the following:

- a. All appropriate relief at law and equity;
- b. Declaratory relief and other appropriate equitable relief;
- c. Economic losses on all claims as allowed by law;
- d. Compensatory and consequential damages, including damages for emotional distress, humiliation, loss of enjoyment of life, and other pain and suffering on all claims allowed by law in an amount to be determined at trial;
- e. Punitive damages on all claims allowed by law and in an amount to be determined at trial;
- f. Attorneys' fees and the costs associated with this action under 42 U.S.C. § 1988, including expert witness fees, on all claims allowed by law;

- g. Pre-and post-judgment interest at the lawful rate; and
- h. Any other appropriate relief at law and equity that this Court deems just and proper.

PLAINTIFF DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE.

Respectfully submitted this 14th day of February 2023.

/s/ Kimberley Cy. Motley
Kimberley Cy. Motley
Motley Legal Services
PO Box 1433
Matthews NC 28106

s/ Edward Milo Schwab
Edward Milo Schwab, #47897
Ascend Counsel, LLC
2401 S. Downing Street
Denver, CO 80210
(303) 888-4407
milo@ascendcounsel.co

ATTORNEYS FOR PLAINTIFF



MEMORANDUM

TO: Common Council

FROM: Bob Leischow, Health Commissioner

DATE: March 2, 2023

SUBJECT: Grant award and acceptance

The Health Department was notified by the National Environmental Health Association (NEHA)- Food and Drug Administration (FDA) that we are being awarded \$22,962 to address Retail Food Program Standards. The goal is for us to achieve improved alignment to retail food inspection/licensing standards. Per Grant Management Policy, Common Council is asked to approve acceptance of this grant award. Thank you.



MEMORANDUM

TO: Common Council

FROM: Bob Leischow, Health Commissioner

DATE: March 2, 2023

SUBJECT: Grant submittal and acceptance

The Health Department was given approval from the City Administrator to submit a grant application to the National Council on Aging (NCOA) in the amount of \$74,800 to address vaccine uptake among those 55 years and older. Should the Health Department be notified that we are to be awarded the grant, approval is being requested to accept that grant. Thank you.

Application Form

Profile

Darren J Rausch
 First Name Middle Initial Last Name

[Redacted]
 Email Address

[Redacted]
 Home Address

[Redacted]
 Suite or Apt

[Redacted]
 City

[Redacted]
 State

[Redacted]
 Postal Code

What district do you live in?

District 5

Are you a West Allis resident?

Yes No

If yes, how long have you been a resident?

22 years

If no, list your city or village of residence.

Do you own or your home?

Yes No

If you are not a City of West Allis resident, do you own property within the corporate limits of the City?

If yes, please list the type of property and its address:

Do you own a business within the corporate limits of the City of West Allis?

None Selected

[Redacted]
 Primary Phone

[Redacted]
 Alternate Phone

Which Boards would you like to apply for?

Library Board: Submitted

Are you a registered voter?

Yes No

Employment, Interests & Experiences

Elevance Health

Employer

Strategy Director

Job Title

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am interested in giving back to the community in which I have lived for over 20 years. Having recently left employment for another municipality, I felt it was time to actively participate in governance of my home community of West Allis. I feel that I can provide a new perspective and work to continue to make West Allis the best community in the county.

Special skills or prior experience that are relevant to your appointment of your preferred committee(s)?

Extensive work in administration and departmental oversight as a Health Officer in another municipality. Considerable work in community relations and collaboration in prior professional role, both within the municipality and across the county and region. Part-time experience in academia, teaching classes in both public health and nursing.

Education Background:

BA, Chemistry & Molecular Biology, Cornell College, Mount Vernon, IA MS, Epidemiology (Public Health), University of Iowa College of Public Health, Iowa City, IA PhD coursework, Community and Behavioral Health, UW-Milwaukee Zilber School of Public Health, Milwaukee, WI

Previous volunteer experience? If none, type n/a

WA-WM Recreation Department, coach in various sports/activities WA-WM PTA, volunteer at various events in children's schools West Allis Little League, coach and assistant coach Boy Scouts of America, Pack 53 & Troop 53, committee chair and member

[2023-03_Darren_Rausch_Resume.docx](#)

Upload a Resume

Previous Board, Committee, Commission Experience

Have you previously served as a member of any City of West Allis committee, commission or board?

Yes No

If yes, what committee, commission or board?

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Caucasian/Non-Hispanic

Political Party

Independent



Date of Birth

Application Form

Profile

Jamie _____ Arneson _____
 First Name Middle Initial Last Name

 Email Address

 Home Address

 Suite or Apt

 City

 State

 Postal Code

What district do you live in?

District 3

Are you a West Allis resident?

Yes No

If yes, how long have you been a resident?

20 years

If no, list your city or village of residence.

Do you own or your home?

Yes No

If you are not a City of West Allis resident, do you own property within the corporate limits of the City?

If yes, please list the type of property and its address:

Single Family Home, 8903 W Schlinger Ave

Do you own a business within the corporate limits of the City of West Allis?

No

 Primary Phone

 Alternate Phone

Which Boards would you like to apply for?

Library Board: Submitted

Are you a registered voter?

Yes No

Employment, Interests & Experiences

Ricoh, USA

Employer

Senior Site Manager

Job Title

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am interested in becoming more active in the community of West Allis

Special skills or prior experience that are relevant to your appointment of your preferred committee(s)?

Organizational and management skills

Education Background:

BA in Business Administration, 2006, Mount Mary University Post-baccalaureate in Accounting, 2008, Mount Mary University MBA, present, UW-Milwaukee

Previous volunteer experience? If none, type n/a

Ricoh's Upper Midwest Diversity Council, 2021-present Happy Endings No Kill Cat Shelter, 2020 Ricoh's Wisconsin Diversity and Social Responsibility Council, 2016-2018 Schlitz Audubon Nature Center, 2012-2016

[Jamie Arneson Resume.pdf](#)

Upload a Resume

Previous Board, Committee, Commission Experience**Have you previously served as a member of any City of West Allis committee, commission or board?**

Yes No

If yes, what committee, commission or board?

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Caucasian/Non-Hispanic

Political Party

Democrat



Date of Birth

Application Form

Profile

Rory _____ M _____ Modlinski _____
 First Name Middle Initial Last Name

 Email Address

 Home Address

 Suite or Apt

 City

 State

 Postal Code

What district do you live in?

None Selected

Are you a West Allis resident?

Yes No

If yes, how long have you been a resident?

6 months

If no, list your city or village of residence.

Do you own or your home?

Yes No

If you are not a City of West Allis resident, do you own property within the corporate limits of the City?

If yes, please list the type of property and its address:

Do you own a business within the corporate limits of the City of West Allis?

No

 Primary Phone

 Alternate Phone

Which Boards would you like to apply for?

Historical Commission of the City of West Allis: Submitted

Are you a registered voter?

Yes No

Employment, Interests & Experiences

Tralee Irish Imports

Employer

Owner/Manager

Job Title

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I want to get more involved in my city. I have experience working around older buildings

Special skills or prior experience that are relevant to your appointment of your preferred committee(s)?

I work with CelticMKE and The Irish Cultural and Heritage Center which are both older buildings.

Education Background:

Trade School for Audio Engineering

Previous volunteer experience? If none, type n/a

25+ years with Milwaukee Irish Fest 13+ years with Irish Cultural and Heritage Center Countless other organizations.

Upload a Resume

Previous Board, Committee, Commission Experience

Have you previously served as a member of any City of West Allis committee, commission or board?

Yes No

If yes, what committee, commission or board?

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Caucasian/Non-Hispanic

Political Party

Democrat



Date of Birth

Question applies to Historical Commission of the City of West Allis

Do you have experience in history or a related field, including, but not limited to architecture, art history, urban and regional planning, or law? Describe:

I work with CelticMKE and The Irish Cultural and Heritage Center which are both older buildings. My father works in building designs and I have carpentry skills.

Application Form

Profile

Marissa

First Name

Nowling

Last Name

Middle Initial

[Redacted]

Email Address

[Redacted]

Home Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

What district do you live in?

District 2

Are you a West Allis resident?

Yes No

If yes, how long have you been a resident?

8 years

If no, list your city or village of residence.

Do you own or your home?

Yes No

If you are not a City of West Allis resident, do you own property within the corporate limits of the City?

If yes, please list the type of property and its address:

Do you own a business within the corporate limits of the City of West Allis?

No

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Which Boards would you like to apply for?

Events Committee: Submitted

Are you a registered voter?

Yes No

Employment, Interests & Experiences

Briggs & Stratton

Employer

Environmental, Health, & Safety
Manager

Job Title

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am proud to be a citizen of West Allis. I'd like to be a more involved citizen to help continue to move our city forward in the right direction.

Special skills or prior experience that are relevant to your appointment of your preferred committee(s)?

I have experience with both event planning for a range of audiences and youth focused programming. Some of my significant event planning experience includes educational seminars at a local women's shelter, installing and maintaining a garden at the same shelter, and the STEM in Style fashion show with Milwaukee Area Science advocates. I am a senior staff member at Missouri Girls State, an event sponsored by the American Legion Auxiliary. This is a week where we take 800 rising senior girls from the state of Missouri and put them through an intense week of running a mock government. I have served as a counselor, political advisor, and now dean and instructor for the school of campaigning and political operations.

Education Background:

Bachelor's in Safety Management from University of Central Missouri Certified Safety Professional from BCSP, Certification Number CSP-35667

Previous volunteer experience? If none, type n/a

Vice President, American Legion Auxiliary Missouri Unit 77 Staff Member, American Legion Auxiliary Missouri Girls State Member, American Society of Safety Professionals - Wisconsin Chapter Prior Program Lead, previous volunteer for Urban Garden Project program through Milwaukee Area Science Advocates Past Director for Hot Patooties shadowcast in South Bend, IN Past Vice President for American Society of Safety Professionals - Michiana Chapter

[M. Nowling WA Resume.pdf](#)

Upload a Resume

Previous Board, Committee, Commission Experience

Have you previously served as a member of any City of West Allis committee, commission or board?

Yes No

If yes, what committee, commission or board?

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Caucasian/Non-Hispanic

Political Party

Democrat



Date of Birth

Question applies to Farmers Market Committee

Are you a Farmer's Market attendant?

Yes No

**CITY OF WEST ALLIS
RESOLUTION R-2023-0186**

RESOLUTION AUTHORIZING THE PURCHASE OF 25 BADGER BOOKS AND PRINTERS, 5 ADDITIONAL PRINTERS, 10 UPGRADED ROUTERS AND 3 POWER BRICKS FROM PDS, A CONVERGE COMPANY, FOR A TOTAL NET SUM OF \$53,867.10

WHEREAS, in 2020, the Mayor and Common Council of the City of West Allis adopted Resolution R-2020-0112, authorizing the purchase of 50 electronic poll book devices, known as Badger Books; and

WHEREAS, in 2022 the City of West Allis completed the redistricting process, creating the need to increase the number of polling places from 5 to 9; and

WHEREAS, increasing the number of polling places created the need for more Badger Books to serve more voters at each polling place; and

WHEREAS, since receiving the original order of 50 Badger Books, they have been used in 9 elections and hardware such as power bricks, printers and routers need replacing; and

WHEREAS, monies to purchase this equipment will be paid for with Fiscal Year 2022 carryover funding from the General Fund; and

WHEREAS, the Wisconsin Election Commission approved PDS as the vendor of choice for the sale of the Badger Books; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal submitted by PDS for the purchase of 25 Badger Books and printers, 5 additional printers, 10 upgraded routers and 3 power bricks for a total net sum of \$53,867.10, be and is hereby accepted.

BE IT FURTHER RESOLVED the funds will be expended from the General Fund, account number 352-1502-514.70-03.

BE IT FURTHER RESOLVED, that the Purchasing Division be and is hereby authorized to purchase the aforesaid equipment.

SECTION 1: **ADOPTION** “R-2023-0186” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2023-0186 (Non-existent)

AFTER ADOPTION

R-2023-0186(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



PDS
 N57 W39605 Hwy 16
 Dock 4
 Oconomowoc, Wisconsin 53066
 United States
 (P) 262-569-5300

Quote (Open)	
Date Mar 02, 2023 02:13 PM CST	Expiration Date 04/01/2023
Modified Date Mar 03, 2023 12:16 PM CST	
Quote # 2243965 - rev 1 of 1	
Description 2023 BadgerBooks and all combined	
SalesRep Berner, Dana (P) 262-569-5366	
Customer Contact Gresch, Gina ggresch@westallis.gov	

Customer
 City Of West Allis (003752)
 Gresch, Gina
 7525 W Greenfield Ave
 West Allis, WI 53214
 United States
 (P) 4142207445

Bill To
 City of West Allis
 Gresch, Gina
 7525 W Greenfield Ave
 West Allis, WI 53214
 United States
 (P) 4142207445

Ship To
 City of West Allis
 Gresch, Gina
 7525 W Greenfield Ave
 West Allis, WI 53214
 United States
 (P) 4142207445
 11939

Payment Method
 Terms: Net 30

Customer PO:	Terms: Net 30	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Engage One 14 Touch All-in-One 141 no printer	513S2US#ABA	5	\$1,639.00	\$8,195.00
2	Badgerbook Server Configuration				
	PDS Configuration Services 000522	000522	5	\$79.00	\$395.00
	Custom Configuration	065306	1	\$0.00	\$0.00
	Imaging Services	09137	1	\$0.00	\$0.00
	Labeling Services	09140	1	\$0.00	\$0.00
	Save Boxes For Shipping	499888	1	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
	Bundle Subtotal		1	\$395.00	\$395.00
3	WEC IMCT Server H400 BadgerBookAiO 2022	WEC H400 Server 2022	5	\$0.00	\$0.00
4	WEC PollBook Asset Tag	2079676	25	\$0.00	\$0.00
5	ENGAGE PUBS THERMAL PRINTER	299V0AA	5	\$200.00	\$1,000.00
6	6FT PUBS CBL BLK CABL	5C2B8AA	5	\$0.00	\$0.00
7	USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6, Create G7; ZBook Firefly 14 G9	9SR36UT#ABA	5	\$19.00	\$95.00

#	Description	Part #	Qty	Unit Price	Total
8	4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	5	\$119.00	\$595.00
9	Engage One 14 Touch All-in-One 141 w/ Stand Alone	513S2US#ABA	20	\$1,639.00	\$32,780.00
10 Badgerbook Client Configuration					
	PDS Configuration Services	000522	20	\$79.00	\$1,580.00
	Imaging Services	09137	1	\$0.00	\$0.00
	Labeling Services	09140	1	\$0.00	\$0.00
	Save Boxes For Shipping	499888	1	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
	Bundle Subtotal		1	\$1,580.00	\$1,580.00
11	WEC PollBook Asset Tag	457736	100	\$0.00	\$0.00
12	WEC IMCT BadgerBookAiO 2022	WEC H400 2022	20	\$0.00	\$0.00
13	ENGAGE PUSB THERMAL PRINTER	299V0AA	20	\$200.00	\$4,000.00
14	6FT PUSB CBL BLK CABL	5C2B8AA	20	\$0.00	\$0.00
15	USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6, Create G7; ZBook Firefly 14 G9	9SR36UT#ABA	20	\$19.00	\$380.00
16	4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	20	\$119.00	\$2,380.00
17	ENGAGE PUSB THERMAL PRINTER	299V0AA	5	\$230.82	\$1,154.10
18	6FT PUSB CBL BLK CABL	5C2B8AA	5	\$24.00	\$120.00
19	HPE 1.8M 120V POWER CORD	121565-001	3	\$52.00	\$156.00
20	SKO-180W ADPTR, PFC, SMART 7.4mm	L56595-001	3	\$119.00	\$357.00
21	E5350 - wireless router - 802.11a/b/g/n/ac - desk	E5350	10	\$39.00	\$390.00
22 Router configuration					
	PDS Configuration Services 000522	000522	10	\$29.00	\$290.00
	Labeling Service 009140	009140	1	\$0.00	\$0.00
	Custom Configuration 065306	065306	1	\$0.00	\$0.00
	Component Repackaging	319621	1	\$0.00	\$0.00
	Bundle Subtotal		1	\$290.00	\$290.00

Subtotal: \$53,867.10
 Tax (.0000%): \$0.00
 Shipping: \$0.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at http://www.shoppds.com/terms_of_sale.aspx

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3.5% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.

BADGER BOOKS, PRINTERS & REPLACEMENT PARTS PRICE SUMMARY

ITEM	QTY	PRICE	TOTAL
Power Bricks	3	\$ 171.00	\$ 513.00
5 New Servers (everything that goes into that price, including thumb drive, router, configuration etc)	5	\$ 1,856.00	\$ 9,280.00
5 printers to go with new servers (everything that goes into printers for price)	5	\$ 200.00	\$ 1,000.00
20 New Clients (everything that goes into that price, including thumb drive, router, configuration etc)	20	\$ 1,856.00	\$ 37,120.00
20 printers to go with the new clients (everything that goes into printers for price)	20	\$ 200.00	\$ 4,000.00
5 additional printers (everything that goes into printers for price)	5	\$ 254.82	\$ 1,274.10
New routers	10	\$ 68.00	\$ 680.00
		GRAND TOTAL	\$ 53,867.10



City of West Allis

Meeting Minutes

Public Works Committee

Aldersperson Daniel J. Roadt, Chair

Aldersperson Ray Turner, Vice-Chair

Alderspersons: Suzzette Grisham, Rosalie L. Reinke, and Tracy Stefanski

Tuesday, February 7, 2023

5:30 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

Ald. Roadt called the meeting to order at 5:30 p.m.

B. ROLL CALL

Present 5 - Roadt, Turner, Stefanski, Grisham, and Reinke

C. NEW AND PREVIOUS MATTERS

1. [2023-0124](#) Interview of Finalist #1 as an applicant for the position of City Engineer.

Ald. Stefanski moved to convene into closed session at 5:32 p.m., Ald. Grisham seconded, motion carried by roll call vote.

Aye: 5 - Roadt, Turner, Stefanski, Grisham, and Reinke

No: 0

Ald. Stefanski moved to re-convene into open session at 6:09 p.m., Ald. Grisham seconded, motion carried.

D. ADJOURNMENT

Ald. Stefanski moved to adjourn at 6:09 p.m., Ald. Grisham seconded, motion carried.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

**CITY OF WEST ALLIS
RESOLUTION R-2023-0136**

**RESOLUTION TO VACATE A PART OF THE ALLEY NORTH OF THE 7400
BLOCK OF WEST GREENFIELD AVENUE.**

WHEREAS, the public interest requires that request that a portion of City right-of-way shown and described on Exhibit A, which is attached for reference, be considered for vacation and discontinuance; and,

WHEREAS, the reason to vacate is to assemble lands for private ownership. This is a small portion of alley right of way, north of West Greenfield Ave. between S. 74th St. and S. 75th St. The properties abutting the subject area include: 7400 W. Greenfield Ave., 7412 W. Greenfield Ave. and 7420 W. Greenfield Ave. Said property owners will be sent notice of the public hearing. A new alleyway will be rededicated in place of the existing alleyway.

WHEREAS, the area to be vacated/discontinued is legally described as follows: A part of Block 9, Otjen, Pullen, and Shenners Subdivision in the Southwest ¼ of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, described as follows:

COMMENCING at the Southwest corner of the Southwest 1/4 of said Section; thence North 88°06'03" East along the South line of said Southwest 1/4 a distance of 645.00 feet to a point on the West line of South 74th Street and its extension; thence North 00°47'41" West along said West line 216.01 feet; thence South 88°06'03" West 5.00 feet to a point on the East line of Lot 26, Block 9 of Otjen, Pullen and Shenner's Subdivision and the point of beginning of the lands hereinafter described; thence North 00°47'41" West along said West line 20.00 feet; thence South 88°06'03" West 75.00 feet; thence South 00°47'41" East 53.00 feet to a point 50.00 feet East of the West line and 10 feet North of the South line of Lot 25, Block 9 of Otjen, Pullen and Shenner's Subdivision; thence Southwesterly 7.07 feet to a point 45.00 feet East of the West line and 5.00 feet North of the South line of Lot 25, Block 9 of Otjen, Pullen and Shenner's Subdivision; thence South 88°06'03" West 35.00 feet; thence South 00°47'41" East 20.00 feet to a point at the Northwest corner of Lot 22, Block 9 of Otjen, Pullen and Shenner's Subdivision; thence North 88°06'03" East 60.00 feet to a point; thence North 00°47'41" West 53.00 feet to a point; thence Northeasterly 7.07 feet to a point 50.00 feet West of the East line and 13 feet North of the South line of Lot 26, Block 9 of Otjen, Pullen and Shenner's Subdivision; thence North 88°06'03" East 50.00 feet to the point of the beginning.

WHEREAS, a resolution introducing said request is being presented to the Common Council of the City of West Allis on March 7, 2023. Notice of Pendency of the resolution to vacate the aforesaid portion of right-of-way shall be filed on or about March 9, with the Register of Deeds of Milwaukee County; and,

WHEREAS, a class 3 notice and personal service shall be served to abutting landowners at least 30 days before a public hearing on or after April 18, 2023. Any abutting owner may object to discontinuance by filing a written objection; it would then take a 2/3 vote by the council to override that objection.

NOW THEREFORE, BE IT RESOLVED, that the notice of hearing, for the Vacation and Discontinuance of a portion of City right-of-way between S. 74th St. and S. 75 St. north of W. Greenfield Ave. in Downtown West Allis will be presented to the City Plan Commission on or about March 22nd, 2023. A Class 3 notice published in the official City newspaper on March 24, 31, and April 7, 2023. A hearing scheduled before the Common Council on April 18th, 2023 at 7:00 p.m. or as soon thereafter as the matter may be heard; that a copy of the aforesaid Notice was mailed more than thirty (30) days prior to the Hearing in the manner prescribed by the law on the owners of all of the frontage of the lots and lands abutting upon the said portion of a street proposed to be discontinued.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Common Council of the City of West Allis, that the Notice of Hearing, for the vacation and discontinuance of a portion of public alley right of way between S. 74th St. and S. 75 St. north of W. Greenfield Ave. in Downtown West Allis shown and described on Exhibit A, which is attached for reference, be vacated and discontinued.

SECTION 1: **ADOPTION** “R-2023-0136” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0136(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

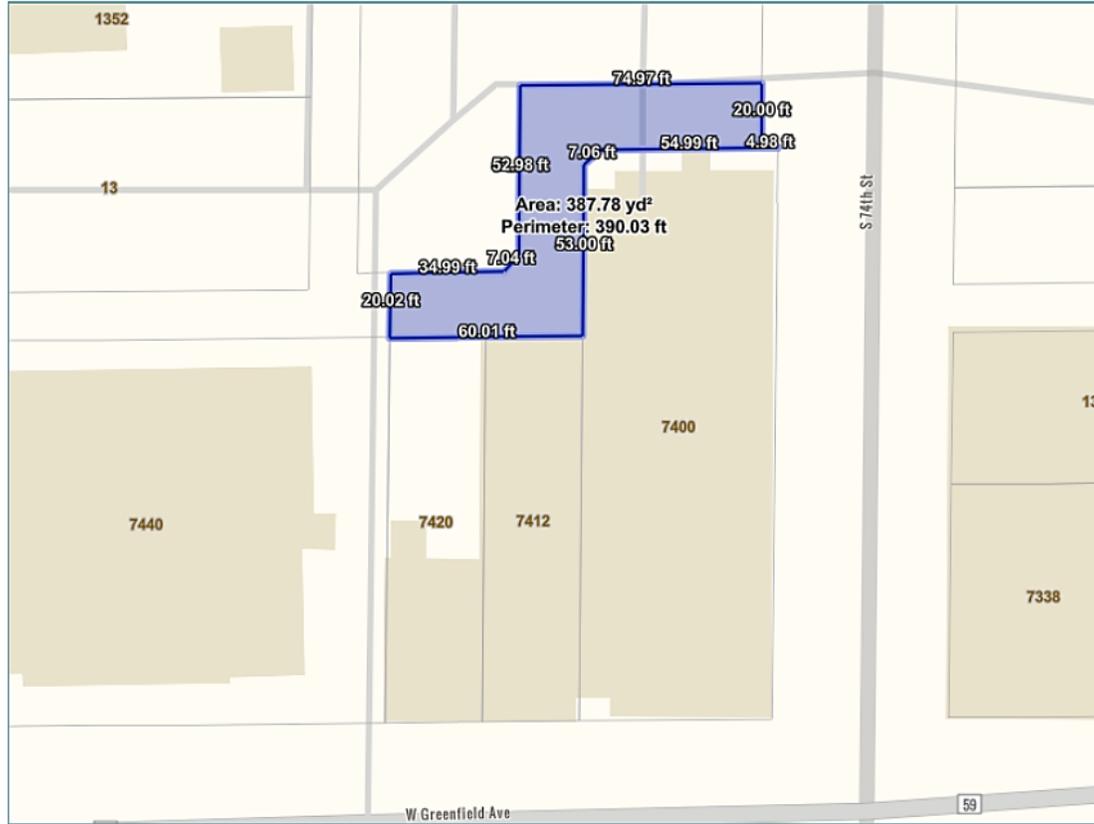
Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Approx Alley to be vacated



Legend

- Parcels
- Tax Parcels
- Administrative
- Municipal Boundaries



Notes



This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION

WHEREAS, the area to be vacated/discontinued is legally described as follows:

A part of Block 9, Otjen, Pullen, and Shenners Subdivision in the Southwest ¼ of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, described as follows:

COMMENCING at the Southwest corner of the Southwest 1/4 of said Section; thence North 88°06'03" East along the South line of said Southwest 1/4 a distance of 645.00 feet to a point on the West line of South 74th Street and its extension; thence North 00°47'41" West along said West line 216.01 feet; thence South 88°06'03" West 5.00 feet to a point on the East line of Lot 26, Block 9 of Otjen, Pullen and Shenners' Subdivision and the point of beginning of the lands hereinafter described; thence North 00°47'41" West along said West line 20.00 feet; thence South 88°06'03" West 75.00 feet; thence South 00°47'41" East 53.00 feet to a point 50.00 feet East of the West line and 10 feet North of the South line of Lot 25, Block 9 of Otjen, Pullen and Shenners' Subdivision; thence Southwesterly 7.07 feet to a point 45.00 feet East of the West line and 5.00 feet North of the South line of Lot 25, Block 9 of Otjen, Pullen and Shenners' Subdivision; thence South 88°06'03" West 35.00 feet; thence South 00°47'41" East 20.00 feet to a point at the Northwest corner of Lot 22, Block 9 of Otjen, Pullen and Shenners' Subdivision; thence North 88°06'03" East 60.00 feet to a point; thence North 00°47'41" West 53.00 feet to a point; thence Northeasterly 7.07 feet to a point 50.00 feet West of the East line and 13 feet North of the South line of Lot 26, Block 9 of Otjen, Pullen and Shenners' Subdivision; thence North 88°06'03" East 50.00 feet to the point of the beginning.

**CITY OF WEST ALLIS
RESOLUTION R-2023-0154**

**RESOLUTION APPROVING AN AGREEMENT WITH MMSD TO RECEIVE
\$198,050 IN FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM
FOR THE INSTALLATION OF GREEN INFRASTRUCTURE ON THE 2023 ALLEY
PROJECT**

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

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 this Green Infrastructure project to install permeable pavers to capture and retain stormwater as part of the reconstruction of the street and,

WHEREAS, the MMSD will provide funding not to exceed \$198,050.00 for the installation of the permeable pavement through their Green Solutions Program; and,

WHEREAS, the City will maintain records documenting all expenditures made during the green infrastructure installation at the following locations:

1. The east/west alley north of W. Lincoln Ave. and south of W. Grant St., with S. 108th St. on the west and S. 109th St. on the east.

2. The north/south alley north of W. Lapham St. and south of W. Greenfield Ave., with S. 59th St. on the west and S. 58th St. on the east.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the Interim City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the installation of Green Infrastructure in the proposed reconstruction of the 2023 Alleys, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated project cost is \$277,000 of which \$198,050 is the MMSD share and the remaining \$78,950 is the local municipal share. The local municipal share was budgeted in 2023 for the 2023 Alley project (P2301A/R and P2302A/R). It is understood that West Allis will perform the work in compliance with the funding requirements.

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-2023-0154” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0154(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Green Solutions Funding Agreement G98005P116

Two Green Alleys

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (project), up to \$198,050. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

5. Location of Project

The project will be in two alleys:

- A. the north-south alley with West Greenfield Avenue on the north and West Lapham Street to the south, between South 58th Street and South 59th Street; and
- B. the north-south alley that goes south from West Grant Street, between South 108th Street and South 109th Street.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
- B. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a maintenance covenant is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the project by West Allis's employees, contractors, consultants, and volunteers.

7. Procedure for Payment

West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andrew Kaminski, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

10. Project Maintenance

West Allis will maintain the project for at least ten years. If the project fails to perform as anticipated or if maintaining the project is not feasible, then West Allis will provide a report to the District explaining the failure of the project or why maintenance is not feasible. Failure to maintain the project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

West Allis is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction, and maintenance of the project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the project or West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the project.

15. Maintenance Covenant

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The term of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney’s fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

21. Independence of the Parties

This Agreement does not create a partnership. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin’s Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Robert J. Hutter
Interim City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____
Attorney for the District

Green Solutions Funding Agreement G98005P116

Two Green Alleys

Project Description

In two alleys, West Allis will install a combined total 4,000 square feet of permeable pavers. The stone areas under the pavers will be designed to retain up to the first half-inch of rainfall. The design detention capacity is 12,000 gallons.

The alleys are in the following areas:

- A. the north-south alley with West Greenfield Avenue on the north and West Lapham Street to the south, between South 58th Street and South 59th Street (Alley 1); and
- B. the north-south alley that goes south from West Grant Street, between South 108th Street and South 109th Street (Alley 2).

Attachments 2 and 3 show the location of the alleys.

Schedule

West Allis will complete construction no later than December 31, 2023.

Budget

The budget for the green infrastructure elements is \$198,050, as described in Attachment 1.

Outreach and Education

West Allis will post educational signage or describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

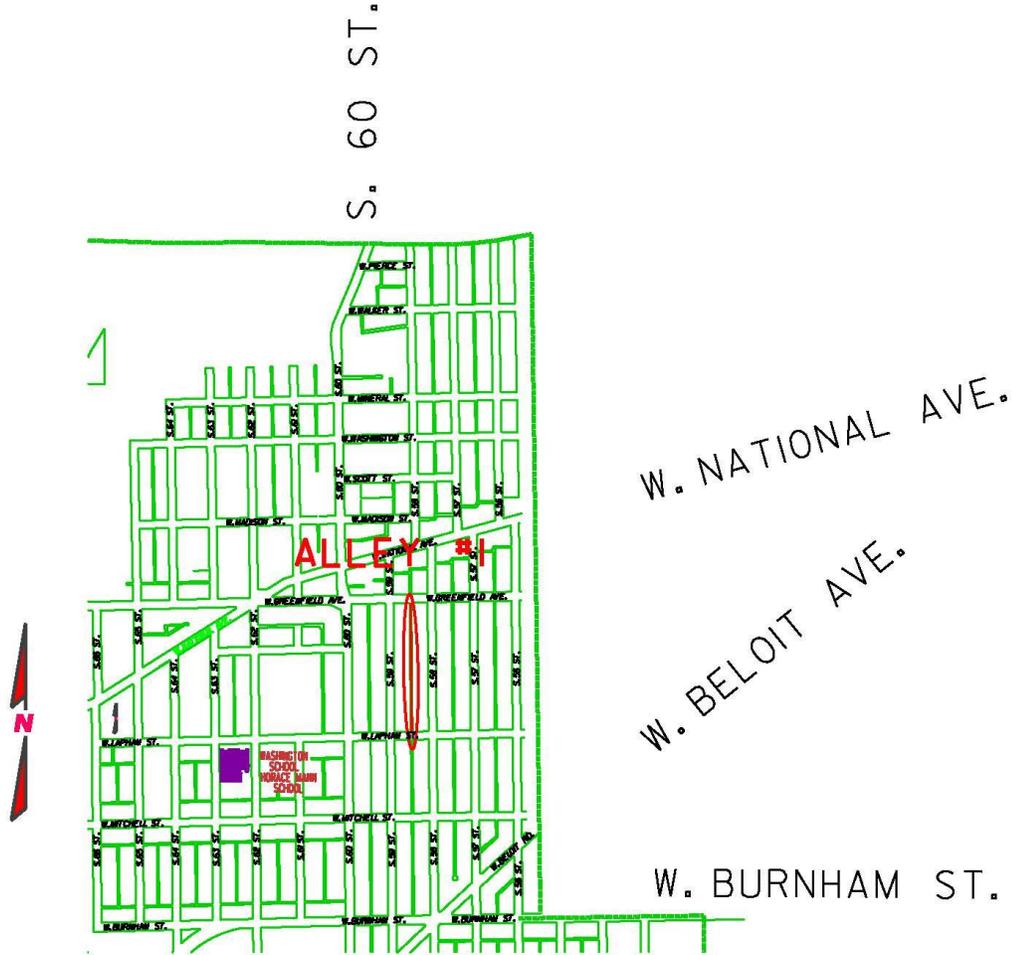
Signage will:

1. be either designed and provided by the District and approved by West Allis or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Attachment 1
Budget

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Excavation	300	Cu. Yds.	\$32.00	\$9,600.00
Pavement Removal	1,600	Sq. Yds.	\$10.00	\$16,000.00
Permeable Pavers	4,000	Sq. Ft.	\$10.00	\$40,000.00
Reset Pavers	440	Sq. Ft.	\$10.00	\$4,400.00
7" Concrete Alley Pavement	1,300	Sq. Yd.	\$50.00	\$65,000.00
ASTM No. 57 Stone	350	Tons	\$44.00	\$15,400.00
ASTM No. 8 Stone	1,100	Tons	\$35.00	\$38,500.00
Geotextile Fabric, Type DF	1,500	Sq. Yds.	\$4.50	\$6,750.00
6" Dia. Storm Underdrain	40	Lin. Ft.	\$60.00	\$2,400.00
TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION				\$198,050.00

Attachment 1
Alley 1

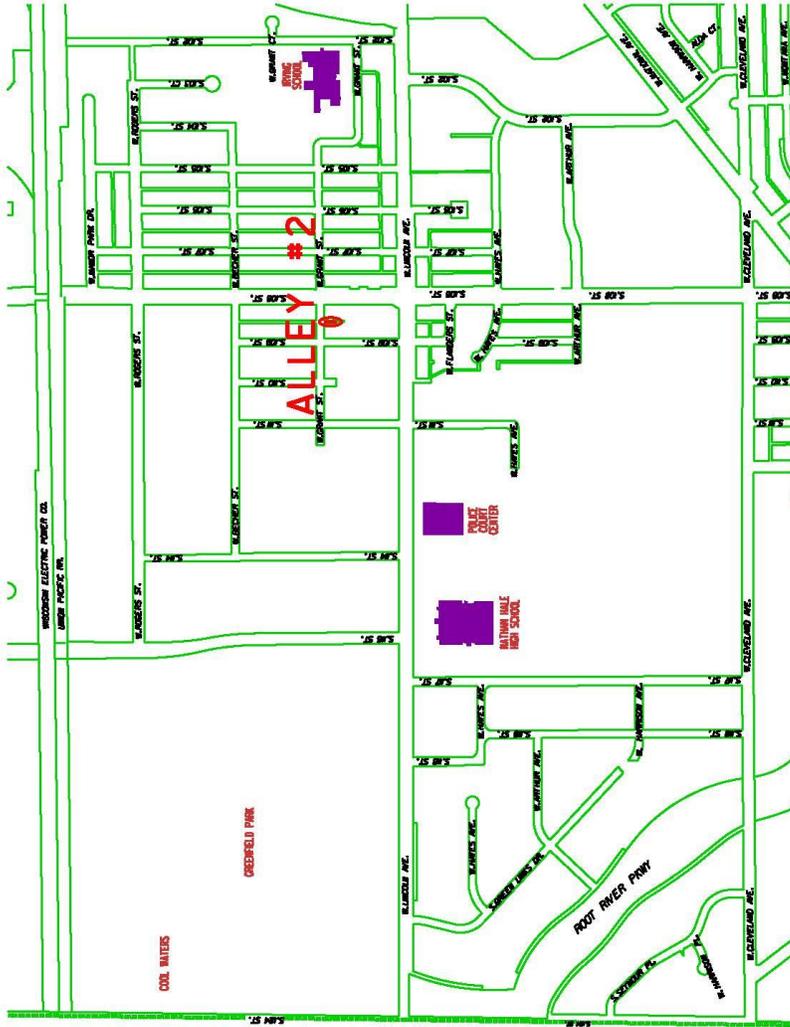


CAPITAL IMPROVEMENT PROGRAM
2023

2023 PROPOSED PAVING PROGRAM

 ALLEY RECONSTRUCT

Attachment 2
Alley 2



UNION PACIFIC R.R.

W. LINCOLN AVE.



W. CLEVELAND AVE.



CAPITAL IMPROVEMENT PROGRAM
2023

2023 PROPOSED PAVING PROGRAM

ALLEY RECONSTRUCT

**CITY OF WEST ALLIS
RESOLUTION R-2023-0172**

**RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT FOR A
COMMUNITY LIVING ARRANGEMENT FOR UP TO 12 PERSONS AT 1467 S.
75TH ST.**

WHEREAS, Jamia Lowe of Lowe Properties, LLC has applied for a conditional use permit pursuant to WAMC 19.14 to establish a Community Living Arrangement for up to 12 persons; and

WHEREAS, after due notice, a public hearing was held by the Common Council on January 10, 2023, at 7:00 p.m., in the Common Council Chambers to consider the application; and

WHEREAS, the Common Council finds the following facts and information directly pertain to the requirements and conditions an applicant must meet to obtain this conditional use permit:

1. The applicant has offices at 11114 W. Meadow Creek Dr., Milwaukee, WI, 53224.
2. The applicant owns the subject property located at 1467 S. 75th Street, West Allis, Wisconsin.
3. The applicant proposes to establish a Community Living Arrangement for up to 12 persons at that subject property.
4. An unrelated and nonadjacent community living arrangement is located at 7400 West Greenfield Avenue, which is within 2,500 feet of the subject property.
5. The capacity of community living arrangements in Aldermanic District 2 exceeds one percent of the population of the district.
6. The subject property is zoned RB.
7. The use of this property as a Community Living Arrangements for 9 or more persons is a Conditional Use.
8. Adjacent properties are zoned and developed for residential use.

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the application for a conditional use permit for the subject property is granted, subject to all of the requirements and conditions, which are reasonable, measurable, related to the purpose of the zoning code, and based on substantial evidence:

1. Duration. This conditional use permit shall expire if the approved use is discontinued for a period of 12 months
2. Transfer. This conditional use permit is not transferrable to any other person.
3. Renewal. This conditional use permit is not renewable if it expires.
4. Site, Landscaping, Screening and Architectural Plans. The permittee shall maintain the property consistent with the Site, Landscaping, and Architectural Plans approved by the West Allis Plan Commission on December 7, 2022, including but not limited to improvements be made including fence repairs and the creation of a new 4-sided refuse enclosure. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.
5. Code Compliance. The property shall be maintained in compliance with all applicable federal, state, and local laws.
6. Capacity Limitation. No more than 12 persons may be served by the program at any one time.
7. Refuse Collection. All refuse, recyclables and other waste material shall be located indoors and/or screened from view within a 4-sided enclosure or as approved by the Planning & Zoning office to match the building and removed during daytime hours only on a regular basis by a commercial waste disposal service.
8. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries or creates a nuisance.

SECTION 1: **ADOPTION** “R-2023-0172” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0172(*Added*)

SECTION 2: **REVOCATION** This conditional use permit may be revoked for violation of any conditions upon which it was granted.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor, City Of West
 Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0181**

**RESOLUTION TO ALLOCATE \$30,000 OF TAX INCREMENT DISTRICT
NUMBER NINE (PIONEER NEIGHBORHOOD) AFFORDABLE HOUSING FUNDS
FOR THE DEMOLITION OF 1329 S. 73RD ST.**

WHEREAS, the Common Council of the City of West Allis approved the extension of Tax Increment Incremental District Number Nine to benefit affordable housing and to improve the housing stock within the City of West Allis under Resolution Number R-2020-0173; and,

WHEREAS, under state statutes, 25% of the funds reserved for housing can be used to improve the housing stock and 75% for affordable housing; and,

WHEREAS, Code Enforcement has designated the property at 1329 S. 73rd as a “nuisance abandoned” property and an order to raze or repair the property was issued to the property owner; and,

WHEREAS, the demolition of the property and utilization of the housing funds will reduce a blight on the neighborhood and preserve the quality of the neighborhood; and,

WHEREAS, the Economic Development Executive Director recommends the allocation of funds to raze the above-mentioned property.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby allocates \$30,000 off Tax Increment District Number Nine (Pioneer Neighborhood) affordable housing funds for the demolition of 1329 S. 73rd St.

BE IT FURTHER RESOLVED that the Economic Development Executive Director or his designee, be and is hereby authorized to work with various City departments to proceed with the demolition 1329 S. 73rd to improve the housing stock of West Allis.

SECTION 1: **ADOPTION** “R-2023-0181” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0181(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



February 27, 2023

Patrick Schloss

Economic Development Executive Director
Economic Development | City of West Allis
7525 W. Greenfield Ave. | West Allis, WI 53214

RE: 1329 S. 73rd Street,
West Allis, WI, 53214
Tax Key: 440-00391-000

Legal Description:

LOT NUMBER THIRTY-THREE (33) IN BLOCK NUMBER EIGHT (8) IN OT JEN, PULLEN, AND SHENNERS SUBDIVISION OF A PART OF THE SOUTH WEST 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.

The property is currently designated by the City as “nuisance abandoned” and has been unoccupied and unmaintained since February 2, 2023. An order to raze or repair was issued to the property owner, Victoria Lewis on February 8, 2023.

An inspection of the buildings located at 1329 S. 73rd was conducted on February 2nd and February 3rd, 2023. The premises contains two separate structures: a detached garage and the main residence. The inspection of the buildings identified the following condition:

Main Residence: The basement floor is submerged in refuse, wastewater, and sewage. Inspectors observed electrical cords and the water heater are also partially submerged in the wastewater and sewage creating further potential for dangerous conditions. The main floor has garbage and waste food products throughout, blocking access to washing facilities and sleeping areas for adults and children. Animal, insect, and human feces and waste were observed throughout the property creating persistent unsanitary condition. The wood flooring within the kitchen and bathrooms has been rotted out and broken leaving large sharp shards of wood in areas in addition to damage to the structural integrity of the flooring as evidenced by holes, wood rot, and mold growth. Black mold was observed throughout the property including bathrooms, kitchen, and living areas. There were signs of insect infestation issues as evidenced by several areas of the home that had multiple fly traps hung and covered various flies and insects. A large portion of the ceiling plaster has collapsed, exposing the interior wooden slats and framing above. The interior of that ceiling section has structural water damage and mold growth, which is a violation of the City of West Allis Building Code 13.01 (6).

Detached Garage: Refuse, large rolls of soiled carpet, and at least one dead animal were observed within the garage structure. The structure was so filled with soiled materials and refuse that the service door was incapable of opening more than a foot. This service door had also remained partially opened for long periods of time, allowing rodents access to the interior of the garage, including the large amount of refuse and rodent harborage conditions, which is a violation of City of West Allis Health Code 7.18.

On February 4, 2023, the Health Department declared the residence as a human health hazard, which is a violation of City of West Allis Health Code 7.18 (8) & (9)

Based upon the aforementioned observations, it is determined that the building structures identified are old, dilapidated and/or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use.

Sincerely,



Daniel Adamczyk
Code Enforcement Officer Supervisor
Code Enforcement
7525 W. Greenfield Ave. | West Allis, WI 53214

DA
1329 S 73 St_2023-2-27 Nuisance Abandoned Property Ltr

**CITY OF WEST ALLIS
RESOLUTION R-2023-0187**

RESOLUTION TO APPROVE THE PURCHASE OF 52 WEST BURNHAM
STREET (TAX KEY NO. 474-0002-001) FROM MILWAUKEE COUNTY**

WHEREAS, the City of West Allis is seeking to combine several public works operations to a single parcel and develop a state-of-the-art facility to provide quality services at the lowest cost through gains in efficiency and logistics; and

WHEREAS, the City has determined that the best way to accomplish its goal is to acquire 52** W. Burnham Street (Tax Key No. 474-0002-001) as one of two parcels that will be used to construct a new public works facility; and

WHEREAS, the City and the owner of the property, Milwaukee County, have agreed to terms that the parties find acceptable; and

WHEREAS, Wis. Stat. 62.22(1)(a) allows the common council to acquire property for any public purpose and may construct, own, lease and maintain buildings on such property for public purposes; and

WHEREAS, for the purposes of Wis. Stat. 292.11(7)(e)1m., the City is acquiring the property from a local governmental unit that acquired the property through tax delinquency proceedings;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the mayor, city administrator, and city attorney are all authorized to execute any documents necessary to acquire the subject property under the terms of the attached agreement.

BE IT FURTHER RESOLVED that this approval satisfies any contingencies within the agreement in which approval of the common council was necessary to effectuate the agreement.

SECTION 1: **ADOPTION** “R-2023-0187” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0187(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



**NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT
COMMITTEE REVIEW**

Record #:

Agent's Full Name:

Samantha Schneider

License Type:

Class B Beer / Class C Wine

Legal Name:

The Bread Pedalers LLC

DBA/Trade/Business Name:

The Bread Pedalers

Business Address:

1436 S 92nd St, West Allis, WI

Entertainment:

No

Premise Description:

Behind the sales counter as well in the
employee only kitchen area

Hours of Operation:

Sunday: 8:00AM - 1:00PM & 3:00PM - 5:00PM

Monday: CLOSED

Tuesday: CLOSED

Wednesday: 7:00AM - 2:00PM & 4:00PM - 8:00PM

Thursday: 7:00AM - 2:00PM & 4:00PM - 8:00PM

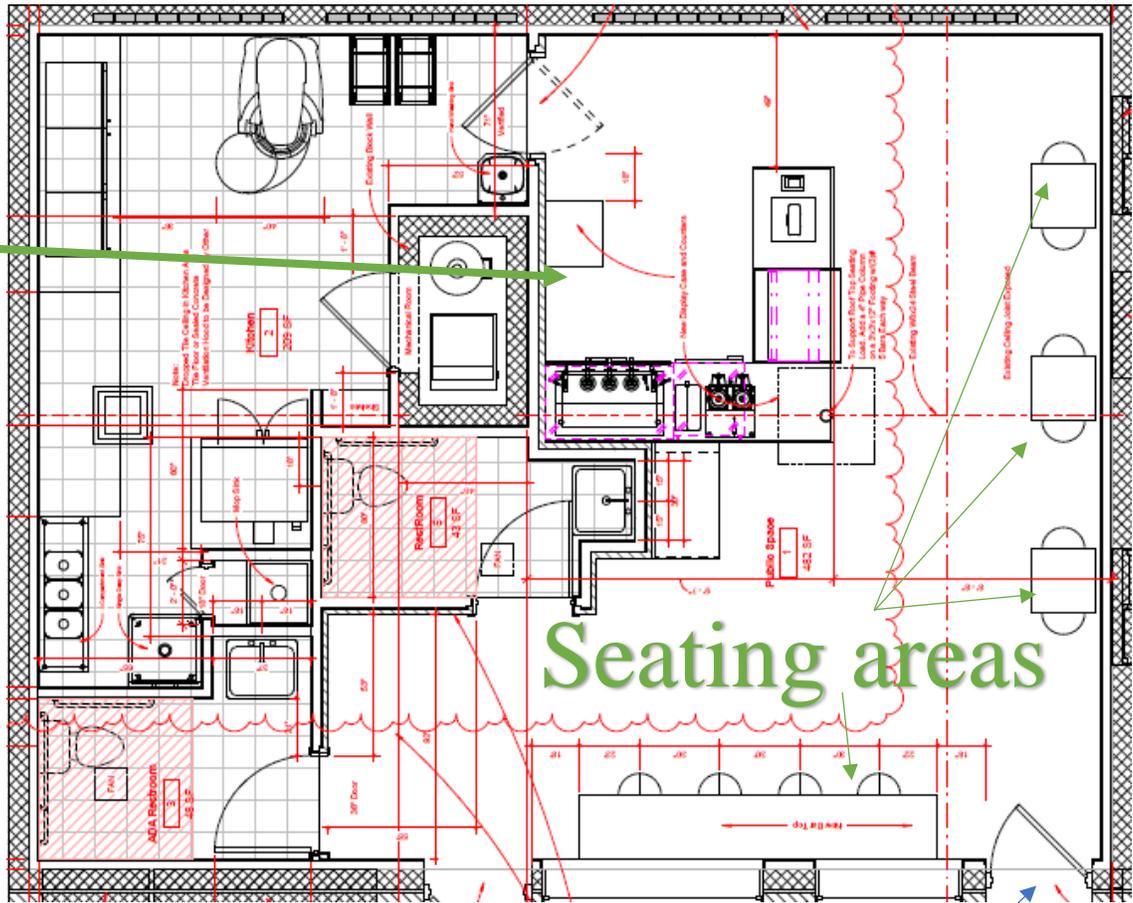
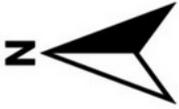
Friday: 7:00AM - 2:00PM & 4:00PM - 8:00PM

Saturday: 8:00AM - 1:00PM & 3:00PM - 8:00PM

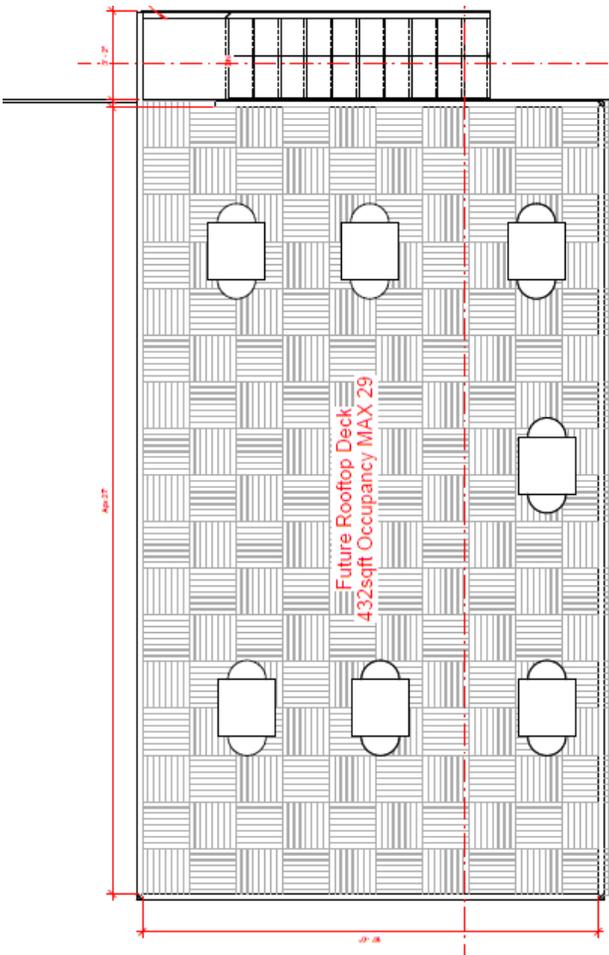
Legal Notice Published On: 2023-02-17

Date Applied: 2023-01-28

The wine and beer would be kept behind the sales counter on wall mounted shelves



2 exits



The outline of the rooftop deck, accessible by exterior staircase as shown.

1436 S 92nd Street, West Allis, WI 53214

Building interior is approximately 840 square feet (capacity 24) with an additional 432 square feet of rooftop seating areas (capacity 36)

January 27, 2023

Samantha Schneider

2974 S 102nd Street, West Allis, WI 53227



**NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT
COMMITTEE REVIEW**

Record #:

Agent's Full Name:

Jarice Taliaferro

License Type:

Class B Tavern

Legal Name:

Talia"s Event Venue LLC

DBA/Trade/Business Name:

Talia"s Event Venue

Business Address:

7423 W Greenfield Ave

Entertainment:

No

Premise Description:

Alcohol will only be stored in one secure room. Inside of a steel secure storage cabinet.

Hours of Operation:

Sunday: CLOSED

Monday: 10:00AM - 5:00PM

Tuesday: 10:00AM - 5:00PM

Wednesday: 10:00AM - 5:00PM

Thursday: 10:00AM - 5:00PM

Friday: 10:00AM - 5:00PM

Saturday: CLOSED

Legal Notice Published On:

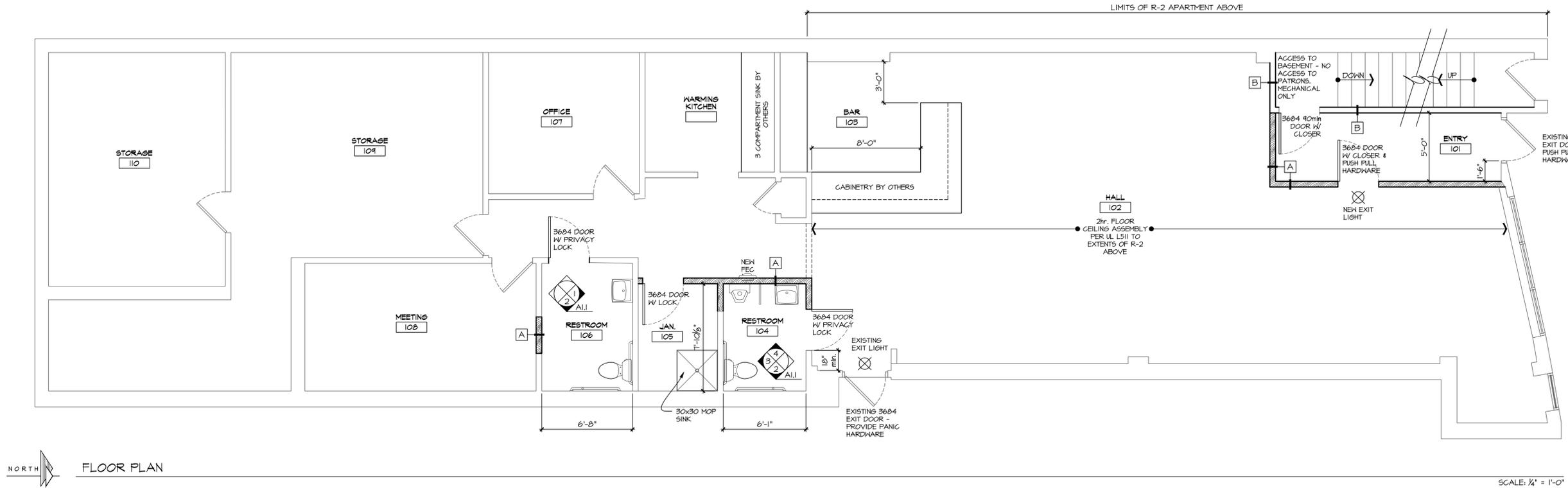
February 17, 2023

Date Applied:

January 31, 2023

REVISIONS:

-	X



NORTH
FLOOR PLAN

SCALE: 1/4" = 1'-0"

FLOOR PLAN GENERAL NOTES

- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION PRIOR TO START OF FABRICATION / CONSTRUCTION.
- A) PROVIDE 5/8" TYPE "X" GYPSUM BOARD AT ALL WALL LOCATIONS UNLESS OTHERWISE NOTED. B) PROVIDE 5/8" TYPE "X" MOISTURE RESISTANT GYPSUM BOARD AT PLUMBING PARTITIONS AND PARTITION FACE WITHIN 6'-0" OF ALL PLUMBING FIXTURES. C) PROVIDE CEMENT BOARD AS BACK-UP AT ALL CERAMIC WALL TILE LOCATIONS. D) PROVIDE 5/8" TYPE "C" GYPSUM BOARD AT ALL CEILING LOCATIONS.
- HOLD 3/8" CLEARANCE BETWEEN FLOOR AND GYPSUM BOARD. FILL GAP BETWEEN BOTTOM EDGE OF GYPSUM BOARD AND FLOOR WITH MOISTURE RESISTANT MASTIC CAULKING. STRIKE COMPOUND SMOOTH AND FLUSH WITH FACE OF PARTITION. REMOVE EXCESS MASTIC CAULKING FROM PARTITION AND FLOOR.
- CHANGES IN FLOOR MATERIALS SHALL BE LOCATED AT THE CENTERLINE OF DOORS UNLESS NOTED OTHERWISE.
- VERIFY LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ACCESS TO MECHANICAL AND ELECTRICAL ITEMS.
- SEAL PENETRATIONS IN FIRE RATED ASSEMBLIES AND SMOKE BARRIERS TO MEET REQUIRED RATINGS. UTILIZE UL APPROVED METHODS.
- PROVIDE 16 GAUGE SHEET METAL BANDING OR SOLID 2x BLOCKING AS REQUIRED TO SUPPORT ALL CABINETS, SHELVES, BUILT-INS, EQUIPMENT OR ACCESSORIES. COORDINATE WITH VENDOR DOCUMENTS WHERE SUCH CONDITIONS APPLY.
- NOTIFY THE ARCHITECT IF ELECTRICAL / COMMUNICATION / HVAC / PLUMBING / ITEMS DEPICTED CONFLICT WITH ADA REQUIREMENTS OR INDUSTRY STANDARDS PRIOR TO INSTALLATION. NOTE: ALL DEVICES AND CONTROLS TO BE INSTALLED WITHIN A MAXIMUM OF 4" OF EACH OTHER HORIZONTALLY (NOT 16" O.C.) AND ALIGN THE BOTTOMS OF EACH ITEM, IN THE VERTICAL POSITION ALIGN THE ITEMS ON CENTERLINES.
- DURING CONSTRUCTION, AREA SHALL BE KEPT BROOM CLEAN AND FREE OF DEBRIS.
- LIGHTING, EXIT LIGHTING INFORMATION, ELECTRICAL, DATA AND TELEPHONE INFORMATION SHOWN ARE FOR ELECTRICAL CONTRACTORS REFERENCE ONLY. CONTRACTOR SHALL ENSURE COORDINATION OF ELECTRICAL ITEMS WITH BUILDING CONSTRUCTION AND EQUIPMENT AND SHALL OBTAIN THE NEEDED INFORMATION TO PROVIDE A COMPLETE AND WORKING INSTALLATION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODES.
- FOR OUTLETS ADDED TO EXTERIOR WALLS, REPAIR VAPOR BARRIER & MAKE AIR TIGHT, REPAIR INSULATION AND PATCH GYPSUM BOARD TO MATCH ADJACENT FINISHED SURFACES.
- PROVIDE GFI ELECTRICAL OUTLETS AT LOCATIONS REQUIRED BY CODE.
- SALVAGED MATERIAL SHALL BE CLEANED AND RETURNED TO THE OWNER AS DIRECTED.
- CONTRACTOR TO INSTALL EQUIPMENT PER MANUFACTURER'S REQUIREMENTS.
- ALL DOOR HARDWARE TO BE ADA-APPROVED LEVER SETS.
- PROVIDE CONTINUOUS 6 mil VAPOR BARRIER (ON WARM SIDE OF WALL) ALONG ENTIRE PERIMETER OF EXTERIOR WALL FROM FLOOR TO ROOF DECK. ALL PENETRATIONS TO BE MADE AIR TIGHT.
- PATCH NEW FINISHES TO MATCH EXISTING, THE CONTRACTOR SHALL FIELD VERIFY EXISTING FINISH TYPES AND COLORS PRIOR TO ORDERING.

WALL TYPE	DESIGN	DESCRIPTION
A		INTERIOR WALL: (NON BEARING) 5/8" G.W.B. ON BOTH SIDES OF 2x4 STUDS AT 16" o/c. 3/4" SOUND BATT INSULATION. RUN STUDS & GNB TO CEILING ABOVE. USE M.R. G.W.B. @ ALL WET LOCATIONS
B		2nd FLOOR INTERIOR WALL: PER IUL 10301 (2) LAYERS 5/8" G.W.B. ON BOTH SIDES OF 2x4 STUDS AT 16" o/c. RUN STUDS & GNB TO CEILING ABOVE.

PROJECT INFORMATION

TENANT - ALTERATION

SHEET INDEX

AI.1	FLOOR PLANS / INTERIOR ELEVATIONS
AI.2	DEMO FLOOR PLAN / BASEMENT FLOOR PLAN

WISCONSIN ARCHITECT
STEVEN M. ESSER
10302-005
WAUKESHA, WI

Steven M. Esser

GOVERNING CODE: WISCONSIN ADOPTED 2015 IBCG

SCOPE OF WORK: TENANT ALTERATION

LEVEL OF ALTERATION: LEVEL 2

AREA OF TENANT: 2500 sq ft

AREA OF ALTERATION: 411 sq ft

CONSTRUCTION TYPE: VB

OCCUPANCY CLASSIFICATION: A-2 / R-2 ABOVE

SPRINKLER SYSTEM: NONE

IBC 903.3 - NONE REQUIRED WHEN OCCUPANT LOAD < 100 AND AREA < 5,000sqft.

EXIT TRAVEL DISTANCE: 200 feet (table 1017.2)

COMMON PATH OF TRAVEL: 75 FEET (per 1006.2.1)

FIRE EXTINGUISHERS: PROVIDE PER IFC

ACCESSIBLE ROUTE: EXISTING

ACCESSIBLE RESTROOMS & FIXTURES: NEW PROVIDED

TOTAL OCCUPANCY LOADING (per TABLE 1004.1.1): 80 TOTAL OCCUPANTS IN BUILDING (ASSEMBLY TABLE AND CHAIR AREAS = 1 PER 15 sq ft) (999 sq ft / 15 = 67) (KITCHEN AREAS = 1 PER 200 sq ft) (83 sq ft / 200 = 0.4) (STORAGE / MECH AREAS = 1 PER 300 sq ft) (653 sq ft / 300 = 2.2) (OFFICE) AREAS = 1 PER 100 sq ft (104 sq ft / 100 = 1) (ACCESSORY STORAGE) = 1 PER 300 sq ft (1149 sq ft / 300 = 4)

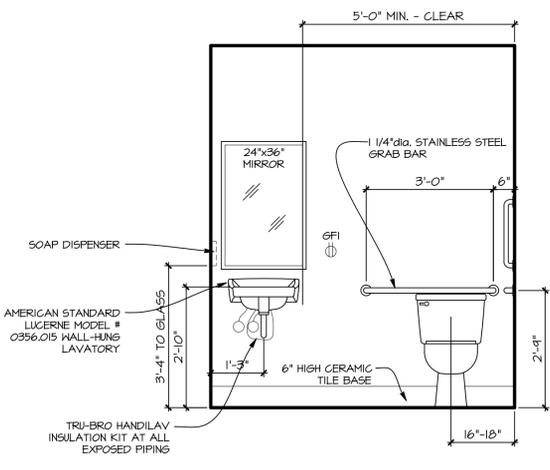
PLUMBING FIXTURE REQUIREMENTS (per TABLE 2402.1):

WATER CLOSETS "TOTAL REQUIRED":

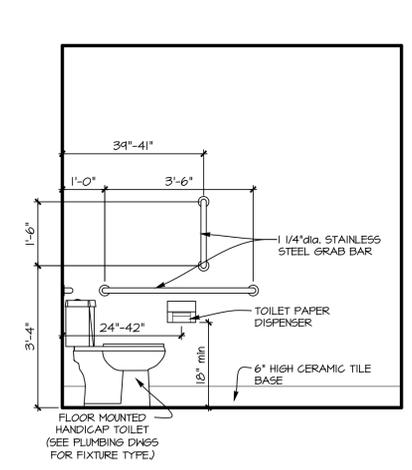
MALE	= 1/75 REQUIRED	2 PROPOSED
FEMALE	= 1/75 REQUIRED	1 PROPOSED
LAVATORIES	= 1/200 REQUIRED	2 PROPOSED

WATER CLOSETS "A2 BANQUET HALL" 13 TOTAL OCCUPANTS

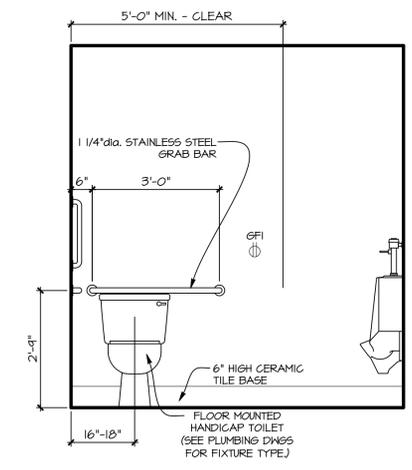
MALE (1 PER 75)	(40 / 75) = 53 REQUIRED	2 PROPOSED
FEMALE (1 PER 75)	(40 / 75) = 53 REQUIRED	1 PROPOSED
LAVATORIES (1 PER 200)	(80 / 200) = 4 REQUIRED	2 PROPOSED



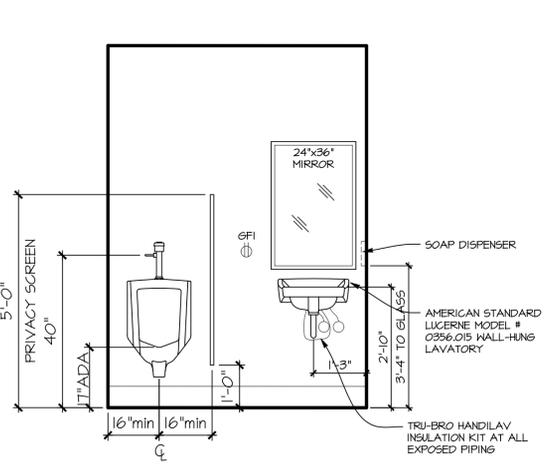
1 TOILET ROOM ELEVATION
USE MOISTURE RESISTANT GYPSUM BOARD ON WET WALL. USE CEMENT BOARD ON CERAMIC TILE WALLS (IF APPLICABLE)
SCALE: 1/2" = 1'-0"



2 TOILET ROOM ELEVATION
USE MOISTURE RESISTANT GYPSUM BOARD ON WET WALL. USE CEMENT BOARD ON CERAMIC TILE WALLS (IF APPLICABLE)
SCALE: 1/2" = 1'-0"



3 TOILET ROOM ELEVATION
USE MOISTURE RESISTANT GYPSUM BOARD ON WET WALL. USE CEMENT BOARD ON CERAMIC TILE WALLS (IF APPLICABLE)
SCALE: 1/2" = 1'-0"



4 TOILET ROOM ELEVATION
USE MOISTURE RESISTANT GYPSUM BOARD ON WET WALL. USE CEMENT BOARD ON CERAMIC TILE WALLS (IF APPLICABLE)
SCALE: 1/2" = 1'-0"

CONSTRUCTION SET

TALIA'S EVENT VENUE

7423 W. GREENFIELD AVE
WEST ALLIS, WI

SHEET TITLE:
FLOOR PLANS / INTERIOR ELEVATIONS

A1.1

DATE: 01/05/2023

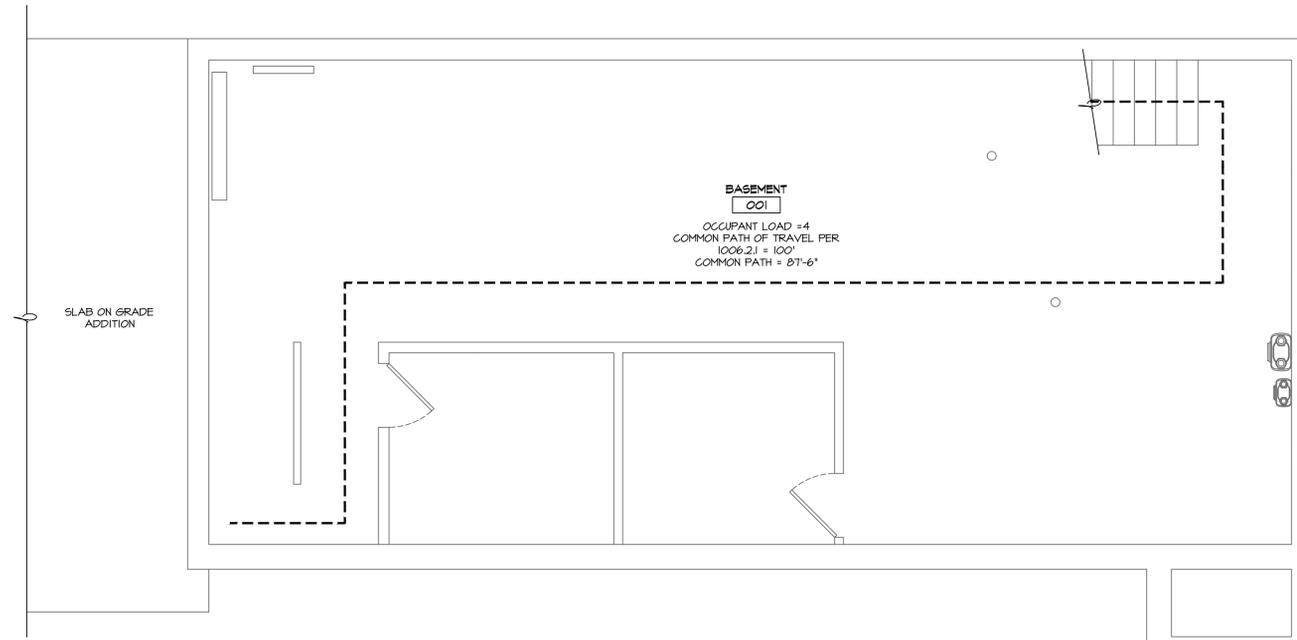
PROJECT NUMBER: 22-570

DEMOLITION GENERAL NOTES:

1. DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE; PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
2. REMOVE EXISTING FLOOR COVERING AS REQUIRED AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH UNLESS NOTED OTHERWISE. REFER TO FINISH SCHEDULE.
3. ASBESTOS DETECTION/REMOVAL (IF APPLICABLE) TO BE CONDUCTED BY BUILDING OWNER PRIOR TO START OF GENERAL DEMOLITION. GENERAL CONTRACTOR TO COORDINATE SCHEDULE WITH BUILDING OWNER.
4. GENERAL CONTRACTOR TO COORDINATE ALL DEMOLITION WORK (NOTED OR OTHERWISE REQUIRED) WITH NEW CONSTRUCTION. GENERAL CONTRACTOR TO COORDINATE ANY INTERRUPTIONS (ELECTRICAL, MECHANICAL, PLUMBING, ETC.) WITH BUILDING OWNER 12 HOURS IN ADVANCE.
5. DEMOLITION AREAS SHALL BE TERMINATED IN A NEAT & ORDERLY FASHION, CLEANED & PATCHED TO ALIGN WITH NEW AND EXISTING CONSTRUCTION, AND PREPARED TO RECEIVE NEW FINISHES.
6. REMOVE ALL EXISTING INCIDENTAL CONDITIONS AS REQUIRED TO ACCOMMODATE PROPOSED CONSTRUCTION WHETHER SHOWN ON PLAN, OR NOT, INCLUDING BUT NOT LIMITED TO FASTENERS CLIPS, MOLDINGS AND OTHER SYSTEMS AS REQUIRED.
7. PATCH ALL WALLS, FLOORS, AND CEILINGS WHERE PARTITIONS, CABINETS, PLATFORMS AND MOUNTED FURNITURE ARE TO BE REMOVED. ALL FINISHES TO EITHER MATCH EXISTING OR REFER TO ROOM FINISH SCHEDULE.
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL DRAWINGS FOR ADDITIONAL COORDINATION ITEMS. COORDINATE ALL MEP ITEMS WITH SUB-CONTRACTORS.
9. REMOVE EXISTING PARTITIONS AS INDICATED, FROM FLOOR TO STRUCTURE ABOVE. DISPOSE OF DEMOLITION MATERIALS.
10. REMOVE AND RELOCATE EXISTING FIRE ALARMS AS REQUIRED. SEE ELECTRICAL DRAWINGS FOR COORDINATION.
11. PATCH ANY OPENINGS IN EXISTING FLOOR WALLS & STRUCTURE ABOVE, TO MAINTAIN FIRE AND/OR SMOKE RATINGS. UTILIZE "UL" DESIGN CONSTRUCTION OR MATCH EXISTING RATED CONSTRUCTION.
12. LIFE SAFETY FEATURES ARE TO REMAIN IN OPERATION THROUGH ALL PHASES OF CONSTRUCTION INCLUDING SMOKE DETECTION, AND OTHERS SYSTEMS. VERIFY WITH OWNER A LIFE SAFETY PLAN FOR THE PROJECT.
13. PROVIDE A MIN. OF 1 SMOKE DETECTOR / 500 SQ FT TO COVER FIRE WATCH COVER DETECTORS DURING TIMES OF CONSTRUCTION. UNCOVER AT NIGHT REFER TO MECHANICAL DRAWINGS FOR REMOVAL OF PLUMBING PIPING / MECHANICAL EQUIPMENT.
14. REFER TO MECHANICAL DRAWINGS FOR REMOVAL OF PLUMBING PIPING / MECHANICAL EQUIPMENT.

DEMOLITION CODED NOTES:

- ▽ DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE; PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
- ▽ REMOVE EXISTING DOORS AND FRAME (INCLUDING SIDE LIGHT IF APPLICABLE) IN ITS ENTIRETY. PATCH PARTITION TO MATCH ADJACENT PARTITION SURFACE. INSTALL NEW METAL STUDS AND GYPSUM BOARD AS REQUIRED TO PROVIDE SMOOTH, PLUMB TRANSITION. TAPE AND FINISH JOINTS.
- ▽ REMOVE EXISTING TRANSACTION COUNTER IN ITS ENTIRETY.
- ▽ REMOVE SINK AND CASEWORK IN ITS ENTIRETY. PATCH AND PREPARE PARTITION AND FLOOR SURFACES TO RECEIVE NEW FINISHES. PLUMBING CONTRACTOR TO REMOVE PIPING BACK TO NEAREST BRANCH PIPE, INSTALL VALVE AND CAP PLUMBING.
- ▽ REMOVE EXISTING CABINETS AND COUNTER TOP IN ITS ENTIRETY.
- ▽ REMOVE EXISTING FLOORING AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH.
- ▽ REMOVE EXISTING PLUMBING FIXTURE. PLUMBING CONTRACTOR TO REMOVE PIPING BACK TO NEAREST BRANCH PIPE, INSTALL VALVE AND CAP PLUMBING.

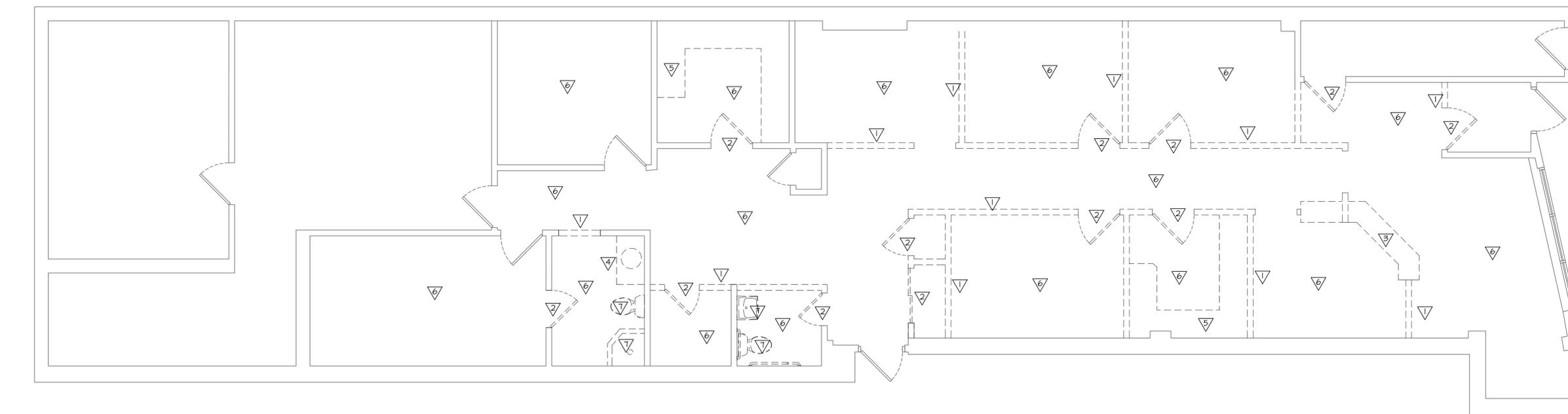


BASEMENT PLAN

SCALE: 1/4" = 1'-0"

REVISIONS:

-	X



EXISTING / DEMO FLOOR PLAN

SCALE: 1/4" = 1'-0"

CONSTRUCTION SET

TALIA'S EVENT VENUE

7423 W. GREENFIELD AVE
WEST ALLIS, WI

SHEET TITLE:
DEMO FLOOR PLAN / BASEMENT FLOOR PLAN

A1.2

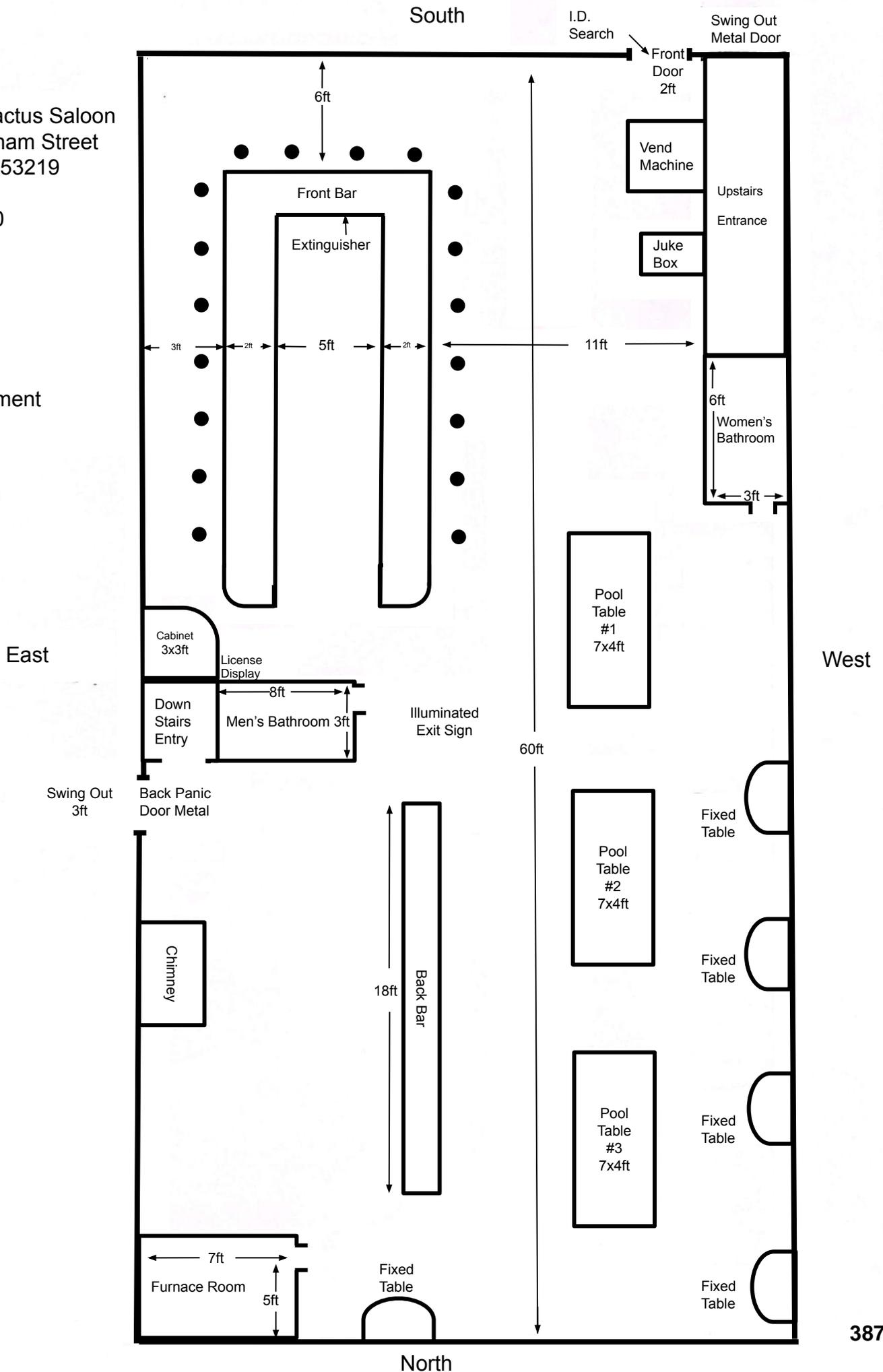
DATE: 01/05/2023

PROJECT NUMBER: 22-570

The Thirsty Cactus Saloon
6108 W. Burnham Street
West Allis, WI 53219
Craig Silber
(414)640-5420

2/05/23
1440 Sq Ft

First Floor Bar
Storage Basement





NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT COMMITTEE REVIEW

Record #:

Agent's Full Name:

Craig Silber

License Type:

Class B Tavern

Legal Name:

Flying Unicorn LLC

DBA/Trade/Business Name:

The Thirsty Cactus Saloon

Business Address:

6108 W Burnham St.

Entertainment:

Yes

Premise Description:

Basement, First Floor (Tavern) of 6108 W Burnham St

Hours of Operation:

Sunday: 6:00 AM-2:00 AM

Monday: 6:00 AM-2:00 AM

Tuesday: 6:00 AM-2:00 AM

Wednesday: 6:00 AM-2:00 AM

Thursday: 6:00 AM-2:00 AM

Friday: 6:00 AM-2:30 AM

Saturday: 6:00 AM-2:30 AM

Legal Notice Published On:

February 24, 2023

Date Applied:

February 10, 2023

West Allis 2045 Comprehensive Plan

Looking towards the future, West Allis is committed to ensuring that our city continues to grow and flourish in every way possible. That's why we're excited to introduce the 2045 Comprehensive Plan.

With a focus on community engagement, the Planning team is dedicated to working alongside residents to craft a plan that truly represents the needs and desires of our city. From expanding public transportation options to creating new green spaces and enhancing our local economy, we're determined to pave the way towards a brighter tomorrow. Stay tuned for updates as we work together towards a better, brighter West Allis!



Kick-Off

An official start to the 2045 Comprehensive Plan update with a public kick-off event at the March 22nd Plan Commission meeting. Resident and stakeholder input will be made live to kick off the engagement process.

Adoption

Staff will be rolling up their sleeves and working to give shape to the community's visions. Our goal is to make it official and adopted by December 2023 - let the countdown begin!

February

March

April-August

December

Pre-Kick Off

Staff's internal work and brainstorming process to prepare the groundwork for the City of West Allis 2045 Comprehensive Plan

Engagement

Guiding the Comprehensive Plan forward is a focus on the issues and opportunities that residents have identified, followed by visioning sessions. Staff will be out and about at various events throughout the spring and summer, ready to hear brilliant ideas and feedback on their visions for West Allis in 2045.





City Clerk
clerk@westalliswi.gov

January 3, 2023

Marco Morra
West Allis, WI 53214

RE: Operator's License Application Review

Dear Marco;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Economic Development Committee on: **February 7, 2023 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. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. Room 128 is the first room on your right when you enter the building.

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

February 13, 2023

Marco Morra
1237 S 72nd St

RE: Operator's License Application Review

Dear Marco;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 7, 2023 at 7:00 PM in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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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.

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 1, 2023

Brittany Reed
6303 w Carmen ave apt #7
Milwaukee , WI 53219

RE: Operator's License Application Review

Dear Brittany ;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **February 7, 2023 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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City Clerk
clerk@westalliswi.gov

SECOND APPEARANCE HEARING NOTICE

February 13, 2023

Brittany Reed
6303 w Carmen ave apt #7
Milwaukee , WI 53219

RE: Operator's License Application Review

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 1, 2023

Tracy Beauchamp
3631 e somers ave
, Cudahy 53110

RE: Operator's License Application Review

Dear Tracy;

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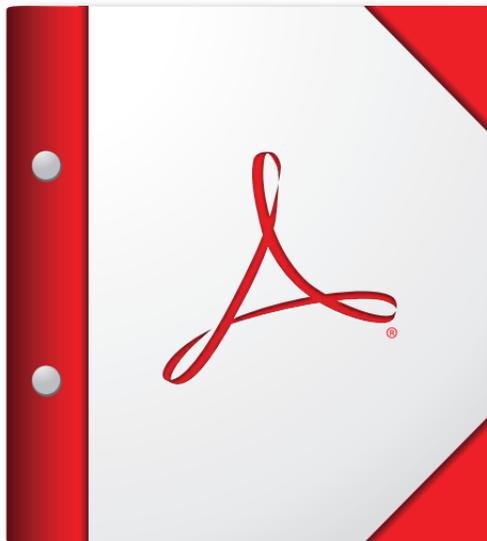
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Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



City Clerk
clerk@westalliswi.gov

SECOND APPEARANCE HEARING NOTICE

February 13, 2023

Tracy Beauchamp
3631 e somers ave
, Cudahy 53110

RE: Operator's License Application Review

Dear Tracy;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 7, 2023 at 7:00 PM in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 3, 2023

Delayne Applin
4521 W Ramsey Ave #65

RE: Operator's License Application Review

Dear Delayne;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **February 7, 2023 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- 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

February 13, 2023

Delayne Applin
4521 W Ramsey Ave #65

RE: Operator's License Application Review

Dear Delayne;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 7, 2023 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. If your license is denied, you will have to wait six months from the date of denial to reapply.

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.

TEMP-23-3

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active

Date Created: Feb 20, 2023

Applicant

Kristine Budiac
kristine.budiac@gmail.com
1542 S 80th St
West Allis, WI 53214
4144052796

Primary Location

8031 W GREENFIELD AVE
West Allis, WI 53214

Owner:

Budiac Properties
1542 S. 80th St. S 80th Street West Allis, WI 53214

ATTENTION APPLICANT!!!

Applicant / License Agent Information

Applicant Last Name (include suffix if applicable)

Budiac

Applicant First Name

Kristine

Applicant Middle Initial

M

Mailing Address

1542 S 80th St

City

West Allis

State

WI

Zip Code

53214

Phone Number

4144052796

E-Mail Address

kristine.budiac@gmail.com

Application Information

Check here if applying in person.

Do you have a Class B Tavern License?

Yes

If you chose "No", you do not qualify for this type of permit.

Enter your current Class B Tavern License #

ALC-22-99

What type of permit(s) are you applying for?

Seasonal - ALCOHOL & TEMPORARY PUBLIC ENTERTAINMENT/MUSIC

Temporary Extension of a Class B Premises Permit -

Any Class B licensed establishment who wishes to extend their premises for the service or sale of alcohol beyond, but contiguous to, their licensed premises must be granted approval to include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Code Enforcement, Health, and Police Departments.

Temporary Public Entertainment Permit -

This permit is needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment.)

Do you have "Entertainment" listed on your Class B Tavern License?

Yes

Is the type of entertainment you are requesting the same as what is listed on your liquor license?

Yes

Business Information

DBA/Trade/Business Name

Paulie's Pub & Eatery

Business Address (License Location)

8031 W Greenfield Ave

Business Zip Code

53214

Business Phone Number

414-257-2854

SEASONAL EXTENSION FOR ALCOHOL & ENTERTAINMENT/MUSIC

Is the area requested for the extension outside?

--

Regulations - 1) Duration may not be more than 6 months. 2) Only Plastic Containers may be used. 3) You must have a border that visibly marks the extension area. 4) Lighting may not project directly to an area outside the premises. 5) Hours may only be 10am to 10pm daily unless exception given by the Common Council.

Permit may not exceed 6 months unless exception approved by the common council.

Enter the times when the extension will be used. If there is a day during the week you will not use it, enter "NONE".

Requested Start Date

05/26/2023

Requested End Date

09/17/2023

Sunday Start & End Time

10:00AM - 10:00PM

Monday Start & End Time

10:00AM - 10:00PM

Tuesday Start & End Time

N/A

Wednesday Start & End Time

N/A

Thursday Start & End Time

N/A

Friday Start & End Time

N/A

Saturday Start & End Time

10:00AM - 10:00PM

List the type of temporary public entertainment you are requesting.

Live Music

Briefly describe the area that you are requesting for the extension.

Two areas in the parking lot with two tents.

You must upload a diagram of the proposed extended premises for the event and indicate where alcohol will be served and consumed. Please be sure to indicate the area(s) which will be fenced off, defining the premises.

Diagram of Area (PDF or JPG)



diagram of area EOP.jpg

Uploaded by Kristine Budiak on Feb 20, 2023 at 3:30 pm

Other Licenses or Permits that may be needed for your event:

Is your event a block party, church festival, concert, parade, carnival, or other large gathering?

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

Will you be putting up any tents that are 400 square feet or larger?

Yes

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

I understand I also need to apply for a Tent Permit to hold my event and the event may only occur if I receive all of the required permits.

Will hot food be kept warm and served outside?

No

If you answered yes to having hot food, contact the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

Terms and Conditions for Extensions of Class B Premises Permits

I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.

I understand that no outdoor premises may be the source of sound that measures over 100 decibels (A-weighted) within 100 feet from the outdoor premises. The Common Council may set different noise limits for a particular outdoor premises if the licensee agrees to those alternate noise limits.



I understand that the border of any outdoor premises shall be physically marked with fencing, vegetation, barriers, or other objects or markings accurately indicating the limits of the outdoor premises.



I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.



I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.



I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.



I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.



I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.



Acceptance & Signature

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)



READ CAREFULLY BEFORE SIGNING:

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Applicant's Digital Signature

Kristine M Budiac

02/20/2023

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

Clerk Administration Information

Application Correct and Complete?

Yes

Are other licenses/permits being applied for at the same time?

Yes

List Other Licenses

Tent Permits

If "DAILY" or "SEASONAL - ALCOHOL Only", the application can go on the Consent Agenda.

If "SEASONAL - ALCOHOL & Entertainment/Music, the application goes on the Recess - PSC section of the agenda.

PSC/CC Action

Don't complete step until the time the notice should be sent.

Public Safety Date

03/07/2023

Public Safety Time

7:00 pm

Meeting Room

Room 128

Public Safety Recommendation

--

Common Council Date

--

Common Council Tentative Decision

--

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Special Conditions:

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

List reasons for denial.

--

Alcohol Only Approval

Common Council Date

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

Attachments



diagram of area EOP.jpg

Uploaded by Kristine Budiak on Feb 20, 2023 at 3:35 pm

History

Date	Activity
Feb 16, 2023 at 9:52 am	Kristine Budiak started a draft of Record TEMP-23-3
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerEmail from "" to "pjbudiak@gmail.com"
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerName from "Budiak Properties LLC" to "Budiak Properties"
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerPhoneNo from "" to "4144057471"
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerStreetName from "" to "S 80th Street"
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerStreetNo from "PO Box 14186" to "1542 S. 80th St."
Feb 16, 2023 at 9:54 am	Kristine Budiak altered Record TEMP-23-3, changed ownerUnit from "" to ""
Feb 20, 2023 at 3:13 pm	Kristine Budiak altered Record TEMP-23-3, changed ownerEmail from "pjbudiak@gmail.com" to "kristine.budiak@gmail.com"
Feb 20, 2023 at 3:13 pm	Kristine Budiak altered Record TEMP-23-3, changed ownerPhoneNo from "4144057471" to "4144052796"
Feb 20, 2023 at 3:35 pm	Kristine Budiak added attachment diagram of area EOP.jpg to Record TEMP-23-3
Feb 20, 2023 at 3:35 pm	Kristine Budiak submitted Record TEMP-23-3
Feb 20, 2023 at 3:38 pm	completed payment step Fee Payment on Record TEMP-23-3
Feb 20, 2023 at 3:38 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Rebecca Grill on Record TEMP-23-3
Feb 20, 2023 at 3:38 pm	changed the deadline to Feb 21, 2023 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-23-3
Feb 27, 2023 at 11:55 am	Gina Gresch assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record TEMP-23-3
Feb 27, 2023 at 12:31 pm	Gina Gresch changed What type of permit(s) are you applying for? from "Seasonal - OUTDOOR DINING & ENTERTAINMENT/MUSIC" to "Seasonal - ALCOHOL & TEMPORARY PUBLIC ENTERTAINMENT/MUSIC" on Record TEMP-23-3
Feb 27, 2023 at 12:31 pm	Gina Gresch changed Monday Start & End Time from "10am-10pm" to "10:00 AM - 10:00 PM" on Record TEMP-23-3
Feb 27, 2023 at 12:31 pm	Gina Gresch changed Sunday Start & End Time from "10am-10pm" to "10:00 AM - 10:00 PM" on Record TEMP-23-3
Feb 27, 2023 at 12:32 pm	Gina Gresch changed Saturday Start & End Time from "10am-10pm" to "10:00 AM - 10:00 PM" on Record TEMP-23-3
Feb 27, 2023 at 12:34 pm	Gina Gresch added Briefly describe the area that you are requesting for the extension. to Record TEMP-23-3
Feb 27, 2023 at 12:34 pm	Gina Gresch changed Is your event a block party, church festival, concert, parade, carnival, or other large gathering? from "Yes" to "No" on Record TEMP-23-3
Feb 27, 2023 at 12:35 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-23-3
Feb 27, 2023 at 12:35 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "Yes" on Record TEMP-23-3
Feb 27, 2023 at 12:35 pm	Gina Gresch changed Meeting Room from "" to "Room 128" on Record TEMP-23-3
Feb 27, 2023 at 12:35 pm	Gina Gresch changed List Other Licenses from "" to "Tent Permits" on Record TEMP-23-3
Feb 27, 2023 at 12:36 pm	Gina Gresch changed Public Safety Date from "" to "03/07/2023" on Record TEMP-23-3
Feb 27, 2023 at 12:36 pm	Gina Gresch changed Public Safety Time from "" to "7:00 pm" on Record TEMP-23-3
Feb 27, 2023 at 12:53 pm	Gina Gresch changed Sunday Start & End Time from "10:00 AM - 10:00 PM" to "10:00AM - 10:00PM" on Record TEMP-23-3
Feb 27, 2023 at 12:53 pm	Gina Gresch changed Monday Start & End Time from "10:00 AM - 10:00 PM" to "10:00AM - 10:00PM" on Record TEMP-23-3
Feb 27, 2023 at 12:53 pm	Gina Gresch changed Saturday Start & End Time from "10:00 AM - 10:00 PM" to "10:00AM - 10:00PM" on Record TEMP-23-3

Timeline

Label	Status	Activated	Completed
 Fee Payment	Paid	Feb 20, 2023 at 3:35 pm	Feb 20, 2023 at 3:38 pm
 Clerk's Office Application Review For Completion and Accuracy	Active	Feb 20, 2023 at 3:38 pm	-
 Clerk's Office Create Legistar # and put in the notes	Inactive	-	-
 Fire Department Notification of Tent	Inactive	-	-

SOUTH

GARAGE

STAGE TENT *20x30

DUPLEX 1416

HAND WASH

ALLY

PORT-O-POTTY

DUMPSTERS

PAULIE'S PUB
8031 W. GREENFIELD
NO TENTS THIS YEAR!

Alcohol Served in box
#1 & #2

EAST

WEST

NORTH

* Tent Size

NO OUTDOOR BAND

NO OUTDOOR BAND

ER 340

414

**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

SUMMONS

**Amy Thompson (Sole Proprietor)
D/B/A Bug N Out**

**Premises Location:
5630 W. Lincoln Avenue
West Allis, WI 53214**

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

THE WEST ALLIS COMMON COUNCIL TO Amy Thompson:

You are hereby notified that a sworn complaint, a copy of which is attached, has been duly made and filed, requesting a hearing on suspension or revocation of the 2022-2023 "Class B" intoxicating liquor license, a Class "B" fermented malt beverage license, and a Public Entertainment License, all issued under license number ALC-22-26, for the premises located at 5630 W. Lincoln Avenue in the City of West Allis, State of Wisconsin, for the license period running July 1, 2022, and expiring on June 30, 2023. This sworn complaint requesting a hearing for suspension or revocation of the above referenced licenses or permits is brought pursuant to the provision of Wis. Stat. § 125.12(2) and West Allis Code §§ 9.51, 9.60(5), and 9.76(5).

NOW THEREFORE, you, Amy Thompson, are hereby summoned to appear at the recess meeting before the Public Safety Committee of the West Allis Common Council on March 7, 2023 at 7:00 p.m., in Room 128 of the West Allis City Hall located

at 7525 W. Greenfield Avenue in the City of West Allis, or as soon thereafter as this matter can be heard, to admit or deny the allegations in the complaint. You may be represented by counsel on this date.

In the case of your failure to appear as required by this summons, the allegations in the complaint against you shall be taken as true and, if the Public Safety Committee of the West Allis Common Council finds the allegations sufficient, a recommendation that your license(s) be suspended or revoked will be made to the full Common Council. The Common Council may then vote to suspend or revoke your license(s).

You are further notified that if you appear as required by this summons and contest the allegations in the complaint, a hearing will be scheduled at a later date before the Public Safety Committee, at which time you may be represented by counsel, cross examine the witnesses who testify adversely against you, and present witnesses in your own behalf. A written transcript of said hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Dated at West Allis, Wisconsin, this 2nd day of March, 2023.

WEST ALLIS COMMON COUNCIL

By: Rebecca N. Grill
Rebecca Grill
City Administrator and City Clerk

4. That the licensed premises is described as the “main floor bar, office and men’s and women’s bathroom areas, second floor bar hall men’s and women’s bathrooms, basement area containing a walk-in cooler and liquor closet.” The application for license ALC-22-26 also identifies that Bug N Out will have at least one security personnel on scene to check ID’s and control crowds on weekend nights.
5. That the Bug N Out is located on the corner of South 57th Street and West Lincoln Avenue in West Allis, Wisconsin, which is surrounded by mostly residential properties in all directions.
6. That on Saturday, February 25, 2023, at approximately 9:04 PM, Officers for the City of West Allis Police Department were dispatched to Bug N Out at 5630 W. Lincoln Avenue for a reported shots fired incident. Officers reported that upon arrival, the scene was highly chaotic with approximately 50 juveniles apparently fleeing from Bug N Out. Police determined that there were two shooting incidents that occurred on the property. These shooting incidents resulted in one injured juvenile and one deceased juvenile. The victim who died was a 12-year-old child. Officers gathered the following information:
 - A. Officer Jacob Roth spoke with an adult witness, A.L., who self-identified that she was a host of the birthday party for her daughter who was turning 17 years old. A.L. identified that she and an identified adult man were acting as security for the party. She stated they were charging attendees a fee to enter the party and doing pat downs of attendees before they entered the upstairs party room. Neither A.L. nor the man were employed by the bar. No employees were acting as security personnel for the bar or the event.

- B. Officer Roth further advised that he proceeded to the upstairs party room of Bug N Out where he found that approximately 30 additional juveniles remained along with other evidence of the shooting scene including bullet casings, damaged designer glasses, and at least one firearm.
- C. Officer Lonnie Christiansen reported that she spoke with bartender Joede Polezynski. Polezynski informed Officer Christiansen that the bar owner, Amy Thompson, had notified her of the birthday party in the upper hall the day before on February 24, 2023. Polezynski stated she had worked at the bar for approximately 7 months and was scheduled to work from 7:00 p.m. to close (approximately 1:30 a.m.). She reported that the party was already going when she arrived at work. Polezynski also reported that at one point, juveniles entered the bar. She had them leave the lower level of the bar without incident.
- D. Officer Christiansen also spoke with bar owner, Amy Thompson. Thompson stated she has owned Bug N Out for approximately 6 years. Thompson stated that a father and daughter were planning a party and had paid a flat fee of \$200.00 to have the party in the upper hall/lounge portion of Bug N Out. Thompson stated that she was told there would be about 30 people at the party, however she did not put a cap on the number of people. She reported that the capacity for the upper portion of the bar was set at 89 people. Posted occupancy limit observed by WAPD officers at bar lists capacity at 80. Thompson reported that she was at the bar that evening and made sure the fire escape was locked so nobody could enter via that route.

Despite that information, police believe the shooter may have accessed the party via this fire escape. Amy Thompson did go back up to the party a second time approximately one hour and fifteen minutes prior to the shooting to aid law enforcement clear an unrelated call. See section 6.K. of this complaint for more details on this prior call for service at the bar. Thompson stated she did not hear anyone shooting in the upper level despite being in the lower level of the building during the shooting. Police did not identify any other employees at the establishment beyond the bartender and Amy Thompson.

- E. West Allis Police identified that the party in the upper part of the licensed premises had been advertised on social media with an open invitation. The location for the party was not to be revealed until the day prior to the actual party. The invitation also identified that there would be security checks at the door and a fee to enter the party.
- F. When West Allis Police arrived to investigate the shooting, officers were able to immediately observe the odor of burnt marijuana within the entry way into the bar and upper party room. Officer Adam Stikl reported that he detected the odor of marijuana within the vestibule and upper unit of the bar. He also found cigar packaging that, based on his training and experience, he knows is commonly used to roll and smoke marijuana. Officer Stikl also observed several pint-sized liquor bottles scattered on the floor of the upper hall. Some of those bottles appeared to have been consumed. These observations were

corroborated by Sgt. Adam Niemuth who observed an empty bottle of tequila on the stairs leading to the main entry door of the upper hall. .

- G. Based on video of the premises and statements of children at the party, there appeared to be approximately 100 juveniles in the upper unit of Bug N Out during the party and only 4-6 adults supervising this party. Several of the juveniles were either wearing medical type masks, or ski masks/ balaclavas at the party, obscuring their faces. When the shooting started on the night in question, at least 6 attendees of the party can be seen brandished firearms according to law enforcement review of video.
- H. Officer Christiansen also spoke with several of the patrons at the lower bar in Bug N Out and who were not involved in the upper party. Several of these individuals identified hearing shots fired and hearing people running from the upper level. Several patrons had identified at this point that they looked up at a monitor which depicts the activities of the upper hall to the lower bar through a security camera. Via this security camera, individuals reported that they saw flashes in the upper level which they believed to be flashes from gunshots.
- I. West Allis Police Officer Jacob Roth obtained information of a second shooting that occurred in the exterior of Bug N Out, possibly in response to the first shooting. It is believed that some other participant in the party may have returned fire from the exterior of the building into the upper portion of the building during the incident. Officers located 3 bullet casings on the ground near the area where this second shooting occurred.

- J. West Allis Police Officers spoke with several of the juveniles that attended the party at Bug N Out. A majority of the juveniles did not know the hosts of the party or directly know the person throwing the party but saw the invitation on social media through their friends and decided to attend.
- K. That at 7:50 p.m., approximately one hour and fifteen minutes before the shooting incident occurred, West Allis Police Officer Stikl was dispatched out to Bug N Out to follow up on a potential 911 misdial that had originated at the bar. When Officer Stikl arrived on scene, he was confronted at the stairs leading to the upper level of the bar by the patrons acting as security. Those patrons would not allow officers into the upper level until the bar owner was notified of the officer's presence. Officer Stikl then spoke with bar owner, Amy Thompson, who was consuming a drink in the lower portion of the bar. Amy Thompson was cooperative with officers and led them past the attendees into the upper portion of the bar so that officers could briefly address the 911 misdial concern. At this time, approximately just after 7:50 p.m., Police did not observe an emergency situation that would have caused the 911-hang up and were able to clear the call in a matter of moments. At the time Officer Stikl was at Bug N Out before the shooting, the party did not appear to be over capacity, lights were on, and there were no other identifiable emergency type situations. Before leaving the scene, Amy Thompson stated that police could obtain her contact information within the lower portion of the bar rather than in the vestibule area since "he's going to

be patting little kids down” referring to the patrons in the vestibule acting as “security” for the party.

7. That on September 16, 2022, at approximately 11:15 PM, West Allis Police were dispatched to Bug N Out at 5630 W. Lincoln for a report of an assault. Officer Brockmann had contact with caller, K.S. who stated she went to Bug N Out with her friends where she saw an ex-boyfriend, J.G. tending bar as an employee of Bug N Out. After a short while, employee J.G. became upset with K.S. and physically removed her from the bar by throwing her out of the bar and striking her. She fled to her friend’s vehicle where J.G. continued to try and attack her and pull her out of the car. Eventually J.G. punched the back of the window, breaking the glass of the rear window of the vehicle. This information was corroborated by others at the bar. Police were informed that J.G. was seen driving away from the bar in an identified vehicle. Police found that vehicle a short time later and stopped J.G. who denied a physical confrontation with K.S. but admitted to breaking the back window of the other vehicle in the altercation. Police determined that J.G. was also impaired while he was driving from the bar and his alcohol concentration was a .14 BAC. He was arrested for the battery incident and OWI incident.
8. That the retail alcohol licenses issued to the Bug N Out at 5630 W. Lincoln Avenue are subject to suspension or revocation for any of the following:
 - A. Violating Wis. Stat. § 125.12(2)(ag)1. by knowingly allowing dozens of underage persons to enter the licensed premises in violation of Wis. Stat. § 125.07(3)(a) without any advanced notice as required by West Allis Municipal Code § 9.60(4)(f)(i).

- B. Violating Wis. Stat. § 125.12(2)(ag)2. by keeping or maintaining a disorderly or riotous, indecent or improper house due to the murder of a 12-year-old boy on the property, shooting of another juvenile, shots fired on the premises, number of firearms possessed and displayed by persons under 18 years old, overcrowding of the building, lack of security or oversight over the party, disruption of a neighborhood, smoking of marijuana on the property, employing bartenders that physically assault patrons and/or property, and employing bartenders who consume alcohol on premises and then drive while intoxicated.
9. That pursuant to West Allis Municipal Code §§ 9.51(b) and 9.51(d), the Public Entertainment License is subject to suspension or revocation when the operator has failed to maintain order on the premises and has caused a public nuisance at the property, demonstrated by the bar staff and ownership allowing a substantial number of underage individuals to congregate in the upper unit of the bar with minimal supervision, zero employees, all while using marijuana, having access to alcohol, and possessing firearms resulting in a shots fired event and death of one child by gunshot.

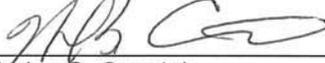
WHEREFORE, Officer Joseph Lehman requests that the licensees named herein, Amy Thompson, be summoned to appear before the Public Safety Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the licenses and permits issued to Amy Thompson, should be revoked or suspended.

[Signature page to follow]

Dated this 3rd day of March, 2023.

By: 
Print Name: Joseph Lehna
City of West Allis Police Department

Subscribed and sworn to before me
this 2 day of MARCH, 2023


(Nicholas S. Cerwin)
Notary Public, State of Wisconsin
My Commission expires: Permanent.

