



# City of West Allis

## Meeting Agenda

### Common Council

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

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Tuesday, May 21, 2024

7:00 PM

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

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#### REGULAR MEETING

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. PLEDGE OF ALLEGIANCE

*Led by Ald. Halvorsen*

#### D. PRESENTATIONS

1. [2024-0305](#) Discussion relative to entering into an operating agreement with Lime for a micro-mobility program and amending sec. 10.23 of the Municipal Code.

**Recommendation:** Discussion Purpose Only

2. [2024-0325](#) Lead Service Lateral Ordinance.

**Recommendation:** Discussion Purpose Only

3. [2024-0226](#) Update from Assessor's Office on 2024 Citywide revaluation.

**Recommendation:** Discussion Purpose Only

#### E. PUBLIC HEARINGS

4. [2024-0250](#) Conditional Use Permit for Myo Revelations Medical Massage LLC, a proposed massage therapy use, at 8831 W. Greenfield Ave.

5. [2024-0256](#) Conditional Use Permit for Mian's State Fair LLC, d/b/a Mian's Market, a proposed gas station and neighborhood retail use at 8404 W. Greenfield Ave.

6. [2024-0326](#) To amend FY 2017 and FY 2019 - FY 2023 annual action plans of the Community Development Block Grant Program.

#### F. PUBLIC PARTICIPATION

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

## G. 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.

## H. 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.

## I. ALDERPERSONS' REPORT

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

## J. APPROVAL OF MINUTES

7. [2024-0301](#) May 7, 2024 Common Council Minutes.

**Recommendation:** Approve

## K. STANDING COMMITTEE REPORTS

*None.*

## L. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

8. [O-2024-0017](#) Ordinance to remove parking restrictions on the 1400 Block of South 91st St.

**Recommendation:** Pass

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9. [R-2024-0248](#) Resolution authorizing the City of West Allis to provide Fire and EMS assistance to the City of Milwaukee for the 2024 Republican National Convention.
- Recommendation:** Adopt
10. [R-2024-0253](#) Resolution authorizing the Health Department to accept funding from the Wisconsin Department of Health Services to increase access to and provide routine immunizations.
- Recommendation:** Adopt
11. [R-2024-0260](#) Resolution allowing the Director of Public Works to enter into a tree removal agreement with Cut N Go for \$88,800.
- Recommendation:** Adopt
12. [R-2024-0263](#) Resolution to approve an agreement transferring city health department grants to the Southwest Suburban Health Department
- Recommendation:** Adopt
13. [2024-0246](#) Alcohol License Renewal Applications.
- \*See attachment for applicant list.
- Recommendation:** Grant
14. [2024-0281](#) Communication from the City Administrator submitting the 2025 Budget and Capital Planning Calendar.
- Recommendation:** Place on File
15. [2024-0283](#) Temporary Extension of a Class B Premise request for The Buzzard's Nest, hosting a one-day event on June 15, 2024 from 10 a.m. - 10 p.m., to be held at 6000 W. Mitchell St. Applicant: Lawrence Pryor
- Recommendation:** Grant
16. [2024-0295](#) Temporary Extension of a Class B Premise request for The Buzzard's Nest, hosting a one-day event on June 2, 2024 from 2 p.m. - 8 p.m., to be held at 6000 W. Mitchell St. Applicant: Lawrence Pryor
- Recommendation:** Grant
17. [2023-0508](#) Claim by Deon Duke for alleged physical injury at S. 75th and Lincoln Ave. on June 2, 2023.
- Recommendation:** Place on File
18. [2024-0290](#) Claim by Elliot H. Brown for alleged Civil Rights violations on April 28, 2021.
- Recommendation:** Refer to City Attorney

19. [2024-0270](#) Claim by Larry Heacox regarding alleged property damage at S. 61st St. and W. Washington St. on November 24, 2023.  
**Recommendation:** Deny
20. [2024-0294](#) Renewal application for Adult-Oriented Establishment License:  
  
\*Ben Bishop, DBA Temptations, 9800 W. Greenfield Ave. Agent: Benjamin Bishop.  
**Recommendation:** Grant
21. [2024-0296](#) Renewal application for Public Entertainment Premise License:  
  
\*CEC Entertainment, LLC, d/b/a Chuck E. Cheese's #843, 2990 S. 108th St. Agent: Brandon Kuffer.  
**Recommendation:** Grant
22. [2024-0297](#) April 2024 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$126,630.30.  
**Recommendation:** Place on File
23. [2024-0312](#) Appointment by Mayor Devine of Marcy Jansen to the Fair Housing Board for a three-year term to expire May 21, 2027.  
**Recommendation:** Approve
24. [2024-0324](#) Reappointment by Mayor Devine of Danielle Dagenhardt to the West Allis Police & Fire Commission with a term to expire on May 21, 2029.  
**Recommendation:** Approve

#### **M. COMMON COUNCIL RECESS**

#### **N. NEW AND PREVIOUS MATTERS**

#### **ADMINISTRATION COMMITTEE**

25. [R-2024-0249](#) Substantial amendment to the FY 2017 and FY 2019 - FY 2023 Community Development Block Grant action plans, relative to allocating \$944,918 of unprogrammed funds to the FY 2023 Community Development Block Grant activity, increasing the activity budget from \$102,185 to a total of \$1,047,103.  
**Recommendation:** Adopt



26. [2024-0315](#) Summons and Complaint in the matter of City of West Allis v. Seagrave Fire Apparatus, LLC regarding breach of contract, Case No. 2023-CV-9079.

**Recommendation:** Adopt

*For agenda item #26, the Administration Committee may convene in closed session pursuant to the provisions of Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Administration Committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.*

## PUBLIC WORKS COMMITTEE

27. [O-2024-0018](#) Ordinance to require lead service line replacement and authorize financial assistance to property owners.

**Recommendation:** Pass

28. [R-2024-0251](#) Resolution to approve an extension to the privilege agreement between the City of West Allis and Walter Holtz of the Deco at 7140 W. Greenfield Ave. for use of a designated portion of S. 72nd St. as a pedestrian mall.

**Recommendation:** Adopt

29. [R-2024-0255](#) Resolution to approve bid of LaLonde Contractors, Inc. for street construction in S. 118th St.; W. Washington St. to W. Rainbow Ave. in the amount of \$857,033.47.

**Recommendation:** Adopt

30. [R-2024-0256](#) Resolution to approve bid of Green Bay Pipe & TV, LLC for Closed Circuit TV Inspection of Sanitary and Storm Sewers in various locations in the City of West Allis in the amount of \$86,081.50.

**Recommendation:** Adopt

31. [R-2024-0258](#) Resolution to approve a contract with Ramboll Environ for providing remedial oversight assistance at the former Teledyne site for the construction of the new Public Works facility located at 1906 S. 53rd St. in an amount not to exceed \$84,900.

**Recommendation:** Adopt

32. [R-2024-0261](#) Resolution authorizing the City Engineer to enter into an engineering consultant services contract with GeoTest, Inc. to provide material testing services for the new DPW Facility in an amount not to exceed \$95,253.

**Recommendation:** Adopt

33. [R-2024-0262](#) Resolution rejecting all bids received as shown on the attached bid report for Roof Replacement at Police Satellite Station, 2024 Project No. 25.

**Recommendation:** Adopt

**ECONOMIC DEVELOPMENT COMMITTEE**

34. [R-2024-0250](#) Resolution approving a Certified Survey Map to combine the existing parcel at 9422 W. National Ave. (Tax Key No. 479-0674-003) and 9440 W. National Ave. (Tax Key No. 479-0676-004), into one parcel.
- Recommendation:** Adopt
35. [R-2024-0252](#) Resolution to approve a change in ownership for the Economic Development Loan to Brewski Enterprises LLC, d/b/a Ope Brewing Co. located at 6749-6751 W. National Ave.
- Recommendation:** Adopt
36. [2024-0247](#) Alcohol License Renewal Applications with changes.
- \*See attachment for the applicant list.
- Recommendation:** Grant
37. [2024-0316](#) Class B Tavern Seasonal Temporary Premise and Public Entertainment Extension request for Dopp's Bar & Grill, 1753 S. 68th St., for outdoor dining with entertainment/music from May 24, 2024 until September 29, 2024.
- Recommendation:** Grant
38. [2024-0244](#) New Class B Tavern and Public Entertainment Licenses for Bourbon Bar and Grilled, d/b/a Bourbon Bar And Grilled, 6300 W. Lincoln Ave. Agent: Manuel Godoy Gonzalez. (ALC-24-4)

**Public Hearing Items (Economic Development Committee)**

39. [2024-0250](#) Conditional Use Permit for Myo Revelations Medical Massage LLC, a proposed massage therapy use, at 8831 W. Greenfield Ave.
40. [2024-0256](#) Conditional Use Permit for Mian's State Fair LLC, d/b/a Mian's Market, a proposed gas station and neighborhood retail use at 8404 W. Greenfield Ave.

**PUBLIC SAFETY COMMITTEE**

41. [2024-0279](#) Operator's License Renewal (Bartender/Class D Operator) application for Andrew Shroble. (BART-245)
42. [2024-0298](#) New Operator's License (Bartender/Class D Operator) application for Jocelynn Slade. (BART-1132)
43. [2024-0299](#) New Operator's License (Bartender/Class D Operator) application for Julie Swiercz. (BART-1137)
44. [2024-0280](#) Summons and complaint against Flying Unicorn LLC d/b/a The Thirsty Cactus Saloon, 6108 W. Burnham St. Agent: Craig Silber.

45. [2024-0317](#) Summons and complaint against Mary Markes for the suspension or revocation of the Class D Operator License. (BART-511).

## O. 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.

# 2024 Citywide Revaluation

City of West Allis Assessor's Office



# Update on Open Book



# How staff conducted Open Book meetings

As of Friday, the City has received over

**1,900 phone calls or emails**

inquiring about assessed values

There were 546 Open Book appointments made and processed.

As of Friday there were 46 Notices of Intent to file and 15 Objections filed with the Board of Review

# Board of Review

- Wednesday May 22 at 10:00 in the Art Gallery.
  - Receive the final 2024 assessment roll
  - Review file objections
  - Schedule hearings for accepted objections

Questions?





CITY OF WEST ALLIS NOTICE OF PUBLIC HEARING. NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on May 21, 2024 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin for a Conditional Use Permit for Myo Revelations Medical Massage LLC, a proposed Massage Therapy Use, at 8831 W. Greenfield Ave. (Tax Key No. 451-0088-000) Additional project information, comments, questions or concerns can be addressed by emailing [planning@westalliswi.gov](mailto:planning@westalliswi.gov) or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov), or in person at the public hearing at the above date, time and location. Dated this April 24, 2023. Rebecca Grill, City Clerk. Publish as a Class II Legal Notice in the Daily Reporter on May 3, 2024 and May 10, 2024. Legistar File 2024-0250.

City of West Allis • 7525 West Greenfield Avenue • West Allis, WI 53214 • [www.westalliswi.gov](http://www.westalliswi.gov)



**CITY OF WEST ALLIS  
 NOTICE OF PUBLIC HEARING  
 May 21, 2024 at 7:00PM**

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

**NOTICE IS HEREBY GIVEN** that the Common Council of the City of West Allis will conduct a Public Hearing on May 21, 2024 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 a proposed gas station and neighborhood retail use at 8404 W. Greenfield Ave.**

Additional project information, comments, questions or concerns can be addressed by emailing [planning@westalliswi.gov](mailto:planning@westalliswi.gov) or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing [clerk@westalliswi.gov](mailto: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.

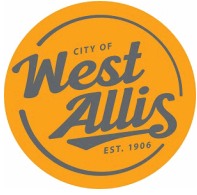
**LIMITED ENGLISH PROFICIENCY STATEMENT:** It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on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

# Conditional Use Permit proposed convenience store and gas station at 8404 W. Greenfield Ave.



**Legend**

- Parcel
- Structure
- Project Area



# City of West Allis

## Meeting Minutes

### Common Council

*Mayor Dan Devine, Chair*

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

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Tuesday, May 7, 2024

7:00 PM

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

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#### REGULAR MEETING

#### A. CALL TO ORDER

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

#### B. ROLL CALL

**Present** 11 - Mayor Devine, Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn,  
Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

#### C. PLEDGE OF ALLEGIANCE

*Led by Ald. Haass.*

#### D. PRESENTATIONS

1. [2024-0267](#) Presentation by EPA consultants regarding lead service laterals.  
*Nick Cohen, Senior Environmental Planner - Horsley Witten Group, presented.*  
**Discussion Purpose Only**
2. [2024-0226](#) Update from Assessor's Office on 2024 Citywide revaluation.  
*City Assessor Williams presented.*  
**Discussion Purpose Only**

#### E. PUBLIC HEARINGS

3. [O-2024-0012](#) Ordinance to amend zoning code to prohibit the retail sale of dogs, cats and rabbits.  
**Sponsors:** Alderperson Kuehn and Alderperson Grisham  
*Manager of Planning & Zoning Schaer presented.*  
*Molly Weinfurter, 1105 S. 117th St., and Donna Strow, 11129 W. National Ave., spoke.*

4. [R-2024-0221](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

**Sponsors:** Public Works Committee

*City Engineer Dejewski and Assistant City Engineer Hutter presented.*

*Dennis Pomeroy, 1202 S. 118th St., and Tracy Schley, 11729 W. Madison St., spoke.*

**Adopt**

5. [2024-0200](#) Conditional Use Permit for Tsunami Express Carwash, a proposed Car Wash with accessory drive-through service, at 10928 W. Oklahoma Ave.

*Manager of Planning & Zoning Schaer presented.*

6. [2024-0230](#) Conditional Use Permit for Panera Bread, a proposed restaurant, at 3020 S. 108th St.

*Manager of Planning & Zoning Schaer presented.*

7. [2024-0241](#) Special Event Permit and Zoning exception request for Novak Manor, a proposed temporary event space, located at 9730 W. Montana Ave.

*Manager of Planning & Zoning Schaer presented.*

*The following individuals spoke regarding Novak Manor:*

*Dylan Krivoshein, 9705 W. Montana Ave.*

*Gary Fleischman, 9704 W. Montana Ave.*

*Mary Trudell, 9800 W. Montana Ave.*

*Tracy Stefanski, 1982 S. 75th St.*

*Jamie Donald, 1423 Greenway Ter., Waukesha.*

*AmyRose Murphy, 1520 S. 76th St.*

## F. PUBLIC PARTICIPATION

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

*Wendy Neuok, 1601 S. 100th St. asked the Council to consider allowing residents to have chickens.*

*AmyRose Murphy, 1520 S. 76th St. spoke about the pumps at the reservoir.*

## G. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

## H. MAYOR'S REPORT

*Mayor Devine mentioned on April 26th, himself and Ald. Halvorsen and Nowling visited Jefferson Elementary to celebrate Arbor Day. He also mentioned it is National Nurses Week and Teacher Appreciation week.*

**I. ALDERPERSONS' REPORT**

*Ald. Halvorsen encouraged people to attend the 40th anniversary of the Suburban Singers Community Choir on Friday, May 10th at Dottke High School.*

*Ald. Nowling reminded people to sign up for alerts through the City website.*

**J. APPROVAL OF MINUTES**

8. [2024-0252](#) April 23, 2024 Common Council Minutes.

**Ald. Haass moved to approve, Ald. Grisham seconded, motion carried.**

**K. STANDING COMMITTEE REPORTS**

*None.*

**L. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)****Passed The Block Vote**

**Ald. Haass moved to approve the Consent Agenda, items #9 - #39, motion carried by roll call vote:**

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

**No:** 0

9. [2024-0249](#) Change of Agent for a Class B Tavern License for Applebee's Neighborhood Grill + Bar at 2865 S. 108th St. New Agent: David Oestreich.  
**Granted**
10. [2024-0255](#) Claim by NewRez LLC d/b/a Shellpoint Mortgage Servicing vs. Connie M. Vianes, et al. regarding a foreclosure of mortgage (2023CV009240) for property at 2902 S. 124th St.  
**Referred to City Attorney**
11. [2024-0270](#) Claim by Larry Heacox regarding alleged property damage at S. 61st St. and W. Washington St. on November 24th, 2023.  
**Referred to City Attorney**
12. [2023-0509](#) Claim by Paula John for alleged property damage at the 2200 block of S. 77th St. on July 26, 2023.  
**Placed on File**
13. [2024-0048](#) Claim by James Matthias for alleged property damage at 77th St. and Rogers St., on January 13, 2024.  
**Placed on File**
14. [2023-0540](#) Claim by Alexis Rutishauser for alleged damage on August 11, 2023 in Handicap Parking - Lot C - Wisconsin State Fair.  
**Referred to City Attorney**

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15. [2023-0583](#) Claim by Yvonne Stewart for alleged vehicle damage on May 23, 2023, on W. National Ave. in West Allis.  
**Referred to City Attorney**
16. [2023-0552](#) Claim by Becky and Salvatore Sivilotti for alleged citation error at 1417 S. 86th St. on August 5, 2023.  
**Referred to City Attorney**
17. [2019-0136](#) Summons and Complaint in the matter of Wells Fargo Bank, N.A., vs Brian T. Williams, et al, regarding foreclosure of mortgage, Case No. 2019CV001026.  
**Placed on File**
18. [2024-0089](#) Claim by State Farm Insurance on behalf of Sarah Afridi regarding alleged property damage on March 3, 2023.  
**Referred to City Attorney**
19. [2024-0091](#) Claim by Christian Boughter regarding alleged property damage at S. 62nd St. and W. Washington St. on November 24, 2023.  
**Referred to City Attorney**
20. [2024-0151](#) Claim by Richard Horvath for alleged property damage at 10315 W. Greenfield Ave. on August 9, 2023.  
**Referred to City Attorney**
21. [2024-0054](#) Claim by Raistlin Jacobs for alleged property damage at 1653 S. 62nd St., on January 12, 2024.  
**Referred to City Attorney**
22. [2023-0731](#) Claim by Matt Keup regarding alleged property damage at 1643 S. 63rd St. on October 26th, 2023.  
**Referred to City Attorney**
23. [2023-0665](#) Claim by Isaiah McVey regarding alleged property damage on 61st St. on August 18, 2023.  
**Referred to City Attorney**
24. [2023-0708](#) Claim by Isaiah McVey for alleged injuries on KK Parkway on August 18, 2023.  
**Referred to City Attorney**
25. [2024-0142](#) Claim by Daniel Sheehan for alleged property damage at the 1028 S. 61st St. on February 28, 2024.  
**Referred to City Attorney**
26. [2024-0118](#) Claim by Douglas & Jean Stephany for alleged property damage at 1330 S. 113th St., on January 12, 2024.  
**Referred to City Attorney**

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27. [2023-0700](#) Claim by Mary Thomas regarding alleged personal injury on 9218 W. Lincoln Ave. on September 9, 2023.  
**Referred to City Attorney**
28. [2024-0274](#) Claim by Robert Guilliani regarding alleged property damage on 75th and Beloit Ave. on January 23, 2024.  
**Referred to City Attorney**
29. [2024-0258](#) Temporary Extension of a Class B Permit request for Broken Starr, hosting a one-day event on June 15, 2024 from 2 p.m. - 10 p.m., to be held at 1100 S. 60th St. Applicant: John Starr.  
**Granted**
30. [2024-0254](#) Re-appointments by Mayor Devine of Paul Budiac & William Johnson to the Board of Appeals for a 3-year term to expire May 7, 2027.  
**Approved**
31. [2024-0259](#) Re-appointments by Mayor Devine of Ald. Weigel and Ald. Kuehn to the Community Development Authority for a 4-year term to expire May 7, 2028.  
**Approved**
32. [2024-0272](#) Re-appointment by Mayor Devine of John Stibal to the Fair Housing Board for a three-year term to expire May 7, 2027.  
**Approved**
33. [2024-0275](#) Appointment by Mayor Devine of Ald. Weigel to the West Allis Administrative Appeals Review Board for a 2-year term to expire on May 7, 2026.  
**Approved**
34. [2024-0278](#) Appointments by Mayor Devine of Holly Schmidtke, Ray Turner, Barb Janusiak, Linda Grulke and Jessica Katzenmeyer to the Southwest Suburban Board of Health with a term to expire on May 7, 2026.  
**Approved**
35. [2024-0261](#) Temporary Public Entertainment Premises Permit request for Downtown West Allis, Inc., hosting a one-day event (A La Carte) on June 2, 2024 from 11 a.m. - 5 p.m., to be held on Greenfield Ave. between 70th and 76th St. Applicant: Dianne Eineichner.  
**Granted**
36. [2024-0273](#) Temporary Public Entertainment Premises Permit request for Downtown West Allis, Inc., hosting a one-day event (Classic Car Show) on October 6, 2024 from 9 a.m. - 4 p.m., to be held on Greenfield Ave. between 70th and 76th St. Applicant: Dianne Eineichner.  
**Granted**



37. [2024-0271](#) Finance Director/Comptroller submitting report for April 2024 indicating City of West Allis checks issued in the amount of \$3,448,534.70.  
**Placed on File**
38. [R-2024-0223](#) Resolution declaring several community events.  
**Adopted**
39. [R-2024-0226](#) Resolution declaring the West Allis Downtown “Say Cheese! Crawl” scheduled for Wednesday, July 31st, 2024 and “Fall Soup Crawl” on Saturday, November 2nd, 2024 as Community Events.  
**Adopted**

#### M. COMMON COUNCIL RECESS

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

The Council recessed at 9:19 p.m. and returned at 10:24 p.m.

#### N. NEW AND PREVIOUS MATTERS

##### ADMINISTRATION COMMITTEE

Committee convened at 9:53 p.m.

##### Passed The Block Vote

Ald. Weigel moved to approve items #40 - #41, motion carried by roll call vote:

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

**No:** 0

40. [R-2024-0220](#) Resolution to approve a PILOT agreement between the City and Rogers Memorial Hospital for property located at 2424 S. 102nd St.  
**Committee Action:**  
Ald. Novak moved to adopt, Ald. Grob seconded, motion carried.  
**Council Action: Adopted**

41. [2023-0508](#) Claim by Deon Duke for alleged physical injury at S. 75th and Lincoln Ave. on June 2, 2023.

Ald. Kuehn moved to convene into Closed Session at 9:54 p.m., Ald. Nowling seconded, motion carried by roll call vote:

Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak

No: 0

Ald. Kuehn moved to re-convene into Open Session at 10:21 p.m., Nowling seconded, motion carried by roll call vote:

Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak

No: 0

Committee Action: Refer to City Attorney

Ald. Grob moved to adjourn at 10:21 p.m., Ald. Novak seconded, motion carried.

Council Action: Referred to City Attorney

## PUBLIC WORKS COMMITTEE

Committee convened at 9:23 p.m.

### Passed The Block Vote

Ald. Roadt moved to approve items #42 - #46, motion carried by roll call vote:

42. [O-2024-0016](#) Ordinance to exclude community-based residential facilities and adult family homes from city refuse and recycling collection.

**Sponsors:** Alderperson Haass

**Committee Action:**

Ald. Haass moved to pass, Ald. Grisham seconded, motion carried.

**Council Action: Passed**

43. [R-2024-0230](#) Resolution to approve bid of LaLonde Contractors, Inc. for Street Construction in W. Walker St. from S. 60th St. to S. 56th St. in the City of West Allis in the amount of \$777,170.47.

**Sponsors:** Public Works Committee

**Committee Action:**

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

**Council Action: Adopted**

44. [R-2024-0227](#) Resolution on the Vacation and discontinuance of part of an alley located north of W. Hicks St. between S. 73 St. and S. 74 St.

**Committee Action:**

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

**Council Action: Adopted**

45. [R-2024-0221](#) Resolution to confirm and adopt the report of the 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. Turner seconded, motion carried.

**Council Action: Adopted**

46. [R-2024-0222](#) Final Resolution authorizing public improvement concrete construction, concrete reconstruction and/or asphalt resurfacing in various locations and levying special assessments against benefited properties.

**Sponsors:** Public Works Committee

**Committee Action:**

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

Ald. Grisham moved to adjourn at 9:33 p.m., Ald. Haass seconded, motion carried.

**Council Action: Adopted**

## ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 9:23 p.m.

54. [2024-0241](#) Special Event Permit and Zoning exception request for Novak Manor, a proposed temporary event space, located at 9730 W. Montana Ave.

**Committee Action:**

Ald. Weigel moved to approve, Ald. Nowling seconded, motion carried with Ald. Novak abstaining.

**Council Action: Approved with the following roll call vote:**

**Aye:** 9 - Ald. Grisham, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Grob, Ald. Nowling, Ald. Roadt, Ald. Turner and Ald. Weigel

**Abstain:** 1 - Ald. Novak

### Passed The Block Vote

Ald. Kuehn moved to approve items #47 - #53, motion carried by roll call vote:

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

**No:** 0

47. [R-2024-0228](#) Resolution amending the boundaries of the Conrad Gardens Neighborhood Association.

**Committee Action:**

Ald. Nowling moved to refer to Committee of the Whole, Ald. Weigel seconded, motion carried.

**Council Action: Referred to Committee of the Whole**

48. [R-2024-0229](#) Resolution to amend the loan terms of an existing Economic Development Loan with Lula Mae Aesthetic Boutique, LLC.

**Committee Action:**

Ald. Weigel moved to adopt, Ald. Nowling seconded, motion carried.

**Council Action: Adopted**

49. [2024-0244](#) New Class B Tavern and Public Entertainment Licenses for Bourbon Bar and Grilled, d/b/a Bourbon Bar And Grilled, 6300 W. Lincoln Ave. Agent: Manuel Godoy Gonzalez. (ALC-24-4)

**Committee Action:**

Ald. Nowling moved to hold until May 21, 2024 Council meeting, Ald. Novak seconded, motion carried.

**Council Action: Held until May 21, 2024**

50. [2024-0266](#) Class B Tavern Seasonal Temporary Premise Extension request for Nico's Pizza, 9638 W. National Ave., from May 1st, 2024 through September 29th, 2024. (TEMP-24-7)

**Committee Action:**

Ald. Weigel moved to grant with the condition of outdoor music limited to only Memorial Day through Labor Day, Ald. Grob seconded, motion carried.

**Council Action: Grant**

**Public Hearing Items (Economic Development Committee)**

51. [O-2024-0012](#) Ordinance to amend zoning code to prohibit the retail sale of dogs, cats and rabbits.

**Sponsors:** Alderperson Kuehn and Alderperson Grisham

**Committee Action:**

Ald. Nowling moved to pass, Ald. Grob seconded, motion carried.

**Council Action:**

Passed

52. [2024-0200](#) Conditional Use Permit for Tsunami Express Carwash, a proposed Car Wash with accessory drive-through service, at 10928 W. Oklahoma Ave.

**Committee Action:**

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

**Council Action:**

Approved

53. [2024-0230](#) Conditional Use Permit for Panera Bread, a proposed restaurant, at 3020 S. 108th St.

**Committee Action:**

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

Ald. Weigel moved to adjourn at 9:52 p.m., Ald. Nowling seconded, motion carried.

**Council Action:**

Approved

## PUBLIC SAFETY COMMITTEE

Committee convened at 9:33 p.m.

### Passed The Block Vote

Ald. Grisham moved to approve items #55 - #60, motion carried by roll call vote:

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

**No:** 0

55. [2024-0276](#) Appointment by Mayor Devine of Sagar Tolani to the West Allis Police & Fire Commission with a term to expire on May 1, 2025.

**Committee Action:**

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

**Council Action: Approved**

56. [2024-0162](#) New Operator's License (Bartender/Class D Operator) application for Rosie Lopez. (BART-1069)

**Committee Action:**

Ald. Haass moved to deny due to non-appearance and record, Ald. Turner seconded, motion carried.

**Council Action: Denied**

57. [2024-0234](#) New Operator's License (Bartender/Class D Operator) application for Kyle Mullins. (BART-1105)

**Committee Action:**

Ald. Haass moved to grant, Ald. Halvorsen seconded. Motion carried.

**Council Action: Granted**

58. [2024-0235](#) New Operator's License (Bartender/Class D Operator) application for Gabriella Jacobs. (BART-1098)

**Committee Action:**

Ald. Halvorsen moved to grant, Ald. Turner seconded. Motion carried.

**Council Action: Granted**

59. [2024-0245](#) New Operator's License (Bartender/Class D Operator) application for Taylor Mitsche. (BART-1114)

**Committee Action:**

**Ald. Roadt moved to deny due to non-appearance and record, Ald. Halvorsen seconded, motion carried.**

**Council Action: Denied**

60. [2024-0251](#) New Operator's License (Bartender/Class D Operator) application for Alexis Mesa. (BART-1125)

**Committee Action:**

**Ald. Haass moved to deny due to non-appearance and record, Ald. Halvorsen seconded, motion carried.**

**Ald. Grisham moved to adjourn at 9:33 p.m., Ald. Haass seconded, motion carried.**

**Council Action: Denied**

**O. ADJOURNMENT**

**Ald. Haass moved to adjourn at 10:28 p.m., Ald. Grisham seconded, motion carried.**

**Next scheduled meeting is May 21, 2024 at 7:00 p.m.**



All meetings of the Common Council are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

**NON-DISCRIMINATION STATEMENT**

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

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

**LIMITED ENGLISH PROFICIENCY STATEMENT**

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

**CITY OF WEST ALLIS  
ORDINANCE O-2024-0017**

**ORDINANCE TO REMOVE PARKING RESTRICTIONS ON THE 1400 BLOCK OF  
SOUTH 91ST STREET**

**AMENDING SECTION 10.10**

**WHEREAS**, Wis. Stat. 349.13(1e)(a) allows the City to prohibit, limit the time of or otherwise restrict the stopping, standing or parking of vehicles beyond the prohibitions, limitations or restrictions imposed by Wis. Stat. Ch. 346;

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

The following parking restrictions are repealed:

"Two Hour Parking 8am to 4pm, Excluding Saturday and Sunday" on the both sides of South 91st Street from West Orchard Street to the Dead End North of West Orchard Street

**SECTION 1:            AMENDMENT** "10.10 Parking Restrictions On Streets, Alleys, Municipal Parking Lots And Sidewalks" of the City Of West Allis Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

**10.10 Parking Restrictions On Streets, Alleys, Municipal Parking Lots And Sidewalks**

1. All enactments of the Common Council prohibiting parking of vehicles on designated streets, or parts thereof, or prescribing parking time limits or the manner of parking vehicles thereon, are incorporated into this Chapter by reference thereto, and shall be as effective as if fully set forth herein. The City Clerk shall keep a separate record of all such enactments, including any amendments or additions thereto.
2. Wis. Stat. 346.51 to 346.55, and any future amendment thereto, is hereby adopted as though fully set forth herein.
3. The Director of Public Works, by written order, may establish temporary no parking regulations on any street or municipal parking lot within the City, when, in the judgment of the Director, road construction, water main break or other similar condition requires such regulations for the safe movement of vehicular traffic. Any such regulation shall not be effective unless official traffic signs or markers have been placed stating the particular prohibition. The Director shall, as soon as practicable, notify the Chief of Police, or his designee, of any such regulation. Temporary parking regulations, established pursuant to this subsection, shall supersede any other parking restriction which may be in conflict.

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

**SECTION 3: AUTHORIZATION** The director of public works is authorized to install or remove official traffic signs, pavement markings, or parking meters indicating any particular prohibition, limitation, or restriction.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West Allis



May 17, 24

I request that the 2hour parking signs remain on 91<sup>st</sup>. St from WEST ALLIS CARE Center to Orchard St.

One Complaint from Jeff Kerski 1457 s. 91<sup>st</sup>, whom houses 3 drivers yet has only 1 legal parking spot, desires to park cars on the street all day and night.

Reasons:

USPS/Fed EX/UPS/Amazon/Uber/Door Dash will not be able to perform y turns to exit an will use the widest approach and closest drive way approach to turn around. That consists of my drive way. My approach use will increase/depreciate and cost myself and tax payers more.

Fire/Emergency personnel vehicles will block entrance and exit of vehicles if cars are parked on both sides of cul de sac.

Elderly ride share/disability/Disabled Vets service will be hampered.

Trees are aged and pos a risk of limbs falling on vehicles and possible injury leaving city to litigation at tax payer extent (pics enclosed).

Storm Sewer at south end of West Allis Care is plugged and rain pools water and limits available employee parking. Spill over employee parking will fill 91<sup>st</sup> St. St. on all shifts. I have reported this to city over 1.5 yrs. ago, and again recently and water problem remains.

City will lose revenue due to decreased \$30 tickets revenue if signage is removed.

City plows/Sanitation/Recycle trucks will have to back into cul de sac to service homes on 91<sup>st</sup>. St.

When I purchased home I calculated in the positive aspect of the signage for child safety/reduced congestion; with signs removed there could be a decrease in its appeal to future buyers when a house is listed for sale and there is no parking present for a buyer to see property.

Third District Alderperson tells me she will talk to nursing home to limit parking on 91<sup>st</sup>. Yet, she does not realize that Kamala Harris passed a bill recently to increase the number of Certified Nursing Assistants per facility that will produce parking problems on 91<sup>st</sup>. St.

There is a increased risk for city for individuals to slip and fall on ice jams and ponding of water in winter that turns to ice due to water shed/slope of two parking lots resurfaced without the addition of storm sewers that I suggested and is code for the lots on 92<sup>nd</sup>. (Slurp and Burp, SC plumbing and Heating).

I suggest that another alternative be tabled, to elevate removing of the signs.

 R. Valk 5/17/24

Andrew R. Volk

1987 B. S. UW-Platteville Economics/Civil Engineering

1994 M. S. UW-GreenBay Environmental Sc. Transportation Engineering

Internship 1 year each:

GreenBay Transit Associate Director Route Design

Department of Natural Resources Water Shed/Storm Water Management



5/17/24

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0248**

**A RESOLUTION AUTHORIZING THE CITY OF WEST ALLIS TO PROVIDE FIRE  
AND EMS ASSISTANCE TO THE CITY OF MILWAUKEE FOR THE 2024  
REPUBLICAN NATIONAL CONVENTION**

**WHEREAS**, the City of Milwaukee is hosting the 2024 Republican National Convention (RNC) from July 15-18, 2024; and

**WHEREAS**, the City of Milwaukee has requested assistance from neighboring municipalities for emergency services during the RNC; and

**WHEREAS**, the City of West Allis acknowledges the importance of supporting neighboring communities during major events to ensure public safety and security; and

**WHEREAS**, the City of West Allis possesses the necessary resources and expertise to provide fire and EMS assistance to the City of Milwaukee during the RNC;

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis that the West Allis Fire Department is authorized to enter into a Intergovernmental Agreement (IGA) with the City of Milwaukee to provide fire and EMS assistance during the 2024 Republican National Convention as requested.

**SECTION 1:**        **ADOPTION** “R-2024-0248” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0248(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**CONTRACT NUMBER:** See Exhibit A  
**CONTRACTOR:** See Exhibit A  
**COMMON COUNCIL RESOLUTION:** 231078

**Distribution via DocuSign in this order:**

- Contractor signatories – Signature/final copy
- Chief (Fire) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Supportive Services for the  
2024 Republican National Convention**

**I. Definitions.** The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Contractor Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MFD Chief, Assistant Chief(s), Deputy Chief(s), or Battalion Chief(s).
5. **MFD** means the City of Milwaukee Fire Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with MFD, the Milwaukee Police Department and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

**II. Background.**

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee fire personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement supportive services described in this Agreement.

**III. Exhibits.** Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

**IV. Additional Terms of Agreement**

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
  - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time spent in an “on duty” status between the time Assisting Personnel check in with MFD and the time that they check out with MFD at the end of their shift, in accordance with duty assignments distributed by MFD, or in training assigned by MFD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
  - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
    - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MFD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
    - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
    - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
    - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
    - 4.2.5 Hours worked outside those established by MFD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a direct command from MFD or responding to an emergency situation which, in their

professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MFD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

4.3.1 “Final” version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

## 5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

5.2 Federal Grant Record Retention Requirements. Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- 5.3 **Wisconsin Public Records Law.** Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Pursuant to Wis. Stat. § 19.36(3), City may be obligated to produce, to a third party, the records of Contractor that are “produced or collected” by Contractor under this Agreement (in this paragraph, “Records”). Contractor is further directed to Wis. Stat. § 19.21, et seq., for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Contractor is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. Contractor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Contractor must defend and hold City harmless from liability due such breach. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.



11. **Independent legal entities and employment.**

11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor’s employees, or agents, or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City’s salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

11.2 **Contractor Personnel Remain Employees of Contractor.** Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers’ compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City’s reimbursement obligations set forth elsewhere in this Agreement.

12. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified “Contractor Contact Information” and “Milwaukee Contact Information” in Exhibit A.

13. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:

- 13.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
- 13.2 Deny both use of funds and matching credit for all or part of the activity or action not in compliance;
- 13.3 Wholly or partially suspend the Agreement;
- 13.4 Withhold further reimbursement;
- 13.5 Terminate the Agreement;
- 13.6 Take other remedies that may be legally available.

14. **Termination.**

14.1 **Termination by Milwaukee.** Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in Exhibit B prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be

cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

- 14.2 **Termination by Contractor.** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other payments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.
15. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
16. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
17. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
18. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
19. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
20. **Entire agreement, amendments, severability.**
- 20.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
- 20.2 **Severability.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible,

the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

**21. Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:

- 21.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 21.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 21.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 21.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 21.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 21.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 21.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 21.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

- 21.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
- 21.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.
- 21.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.
- 21.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.
- 21.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.
- 21.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 21.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

## 22. **Organizational Structure and Procedures.**

- 22.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MFD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.
- 22.2 Lead Local Fire Department and Assignments. MFD is the lead local law Fire Department for purposes of the Convention Security Plan. The MFD Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MFD and MFD shall reasonably attempt to accommodate the objection. The decision of the MFD regarding the objection and the requirements of the Security Plan shall control.
- 22.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MFD policies, the lawful commands of the MFD Chief and his designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Applicable standard operating referenced in existing shared services agreements between City and Contractor must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request.
- 22.4 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MFD Chief and his designees.

**23. Assisting Personnel and Responsibilities.**

- 23.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MFD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MFD. MFD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 23.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of the State of Wisconsin.
- 23.3 Field Operations Guide. MFD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 23.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.
- 23.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:
  - 23.5.1 Each Assisting Personnel must, at a minimum, be licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Assisting Personnel, as determined by MFD, will be required to hold HazMat

or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Assisting Personnel shall be forwarded to the MFD with the list of all Contractor Assisting Personnel required in Exhibit B. Contractor shall provide no Assisting Personnel that do not meet these minimum requirements unless agreed to in writing in advance by MFD.

- 23.5.2 Each Assisting Personnel, by reason of experience, training, and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, Haz-Mat personnel, EMT, or paramedic assigned to an event of the Convention's size and scope, and as relevant to that person's individual assignment.
- 23.5.3 Each Assisting Personnel is required to complete training required, if any, by the Contractor's Convention assignment as determined by City MFD or USSS.
- 23.5.4 Each Assisting Personnel must be an employee in good standing with the Contractor. The Contractor shall promptly notify MFD in the event that any Assisting Personnel is no longer in good standing with the Contractor, and the Contractor shall remove that person from the list of Assisting Personnel providing services under this Agreement.
- 23.5.5 No Assisting Personnel may have (i) been sued in an individual capacity in the last three (3) years and adjudicated as negligent in providing Law Enforcement Supportive Services (or any of those services identified in the definition of that term or contemplated in this Agreement) or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures, or guidelines that resulted in an injury to a person or property within the last five (5) years.
- 23.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred, to the extent consistent with this Agreement.
- 23.7 Assisting Personnel Equipment.
  - 23.7.1 Each Contractor Personnel shall be equipped by Contractor at Contractor's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Contractor Personnel's expected assigned Convention-related duties, including but not limited to: radio, identification, and personal protective equipment (PPE). For firefighters, equipment shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece.
  - 23.7.2 Any equipment or gear that are not customarily assigned to Assisting Personnel by Contractor as described above may not be used by Assisting Personnel during the Convention unless Contractor notifies MFD in writing, and MFD consents In Writing to the use of the requested additional equipment.
  - 23.7.3 Equipment sent with Contractor Assisting Personnel shall be limited to equipment issued by Contractor for its employees in the normal course of business. Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost to Contractor by a supplier seeking to demonstrate new equipment to the Contractor or other agencies.

23.7.4 All equipment, other than personal equipment described in the subsection above, provided by Contractor for the Convention shall be provided pursuant to existing shared services agreements between the City and Contractor (if any), provided; however, that in the event of any conflict or ambiguity, the terms of this Agreement shall control. All equipment for which Contractor wishes a form of reimbursement must be included on Exhibit B, irrespective of whether such equipment is also subject to shared services.

24. **Milwaukee Responsibilities.** Milwaukee will provide the following:

24.1 Training. Training for Assisting Personnel, as and if determined necessary by MFD or the United States Secret Service.

24.2 Food and Lodging. Milwaukee will provide meals for all Assisting Personnel for those times that they are stationed in Milwaukee. Any expenditures for food by Contractor or Assisting Personnel shall be at Assisting Personnel or Contractor’s own expense. Milwaukee will not provide lodging for Assisting Personnel.

25. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MFD or an external law enforcement agency for investigation with appropriate notice to Contractor.

**IN WITNESS WHEREOF**, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,  
A Municipal Corporation

By Its Milwaukee Fire Department

By: \_\_\_\_\_  
Fire Chief Aaron Lipski

Date: \_\_\_\_\_

CONTRACTOR: See Exhibit A

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_ Date: \_\_\_\_\_

DRAFT

(City Comptroller)

\_\_Initials (Comptroller)

\_\_Initials (Comptroller)

Examined and approved as to form and execution this \_\_\_\_ day of  
\_\_\_\_\_, 2024\_\_.

\_\_\_\_\_  
Assistant City Attorney



**CITY OF WEST ALLIS  
RESOLUTION R-2024-0253**

**RESOLUTION AUTHORIZING THE HEALTH DEPARTMENT TO ACCEPT  
FUNDING FROM THE WISCONSIN DEPARTMENT OF HEALTH SERVICES TO  
INCREASE ACCESS TO AND PROVIDE ROUTINE IMMUNIZATIONS**

**WHEREAS**, the Wisconsin Department of Health Services will provide Routine Immunization Community Engagement (RICE) grant funding to the Southwest Suburban Health Department to remove barriers and promote acceptance of routine vaccines.

**WHEREAS**, the City of West Allis has applied for funding from the Wisconsin Department of Health Services for grant funding from July 1st, 2024 to June 30th 2025.

**WHEREAS**, the Southwest Suburban Health Department serves as the agency responsible for administering these funds; and,

**WHEREAS**, the Southwest Suburban Health Department has applied for \$40,000 in Routine Immunization Community Engagement (RICE) grant funding to increasing knowledge of and access to routine vaccinations, and increase vaccination uptake for marginalized and other vaccine-hesitant individuals

**WHEREAS**, the 2024 budget did not include an appropriation for the Routine Immunization Community Engagement (RICE) grant funding

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

1. Authorizes the Southwest Suburban Health Department to accept the Routine Immunization Community Engagement (RICE) grant funding; and
2. Appropriates and amends the 2024 City Budget to allow for the expenditure of the Routine Immunization Community Engagement (RICE) grant funding as allowed in the grant program; and
3. That the Health Commissioner is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this Resolution.

**SECTION 1:**        **ADOPTION** “R-2024-0253” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0253(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0260**

**RESOLUTION ALLOWING THE DIRECTOR OF PUBLIC WORKS TO ENTER  
INTO A TREE REMOVAL AGREEMENT WITH CUT N GO FOR \$88,800**

**WHEREAS**, the Forestry and Parks Manager has identified downed, hazardous, diseased, and dead trees at the City owned drainage right of way in the Orchard Hills neighborhood, between 124th Street and 119th Street and between Ohio Street and Holt Street; and,

**WHEREAS**, the Forestry and Parks Manager has deemed the removal of these trees to be of priority; and,

**WHEREAS**, the Finance Department/Purchasing has reported that it has duly processed a request for quotation for the removal and disposal of said trees; and,

**WHEREAS**, funding for downed, hazardous, diseased, and dead trees within the City owned drainage right of way in Orchard Hills neighborhood was not scheduled or budgeted for fiscal year 2024.

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis the Director of Public Works and Finance Department is hereby authorized to accept the proposal from Cut N Go for the removal of trees in the area described above in the City of West Allis for \$88,800.

BE IT FURTHER RESOLVED the Common Council approves the proposed budget transfer within the Storm Utility Account for the total amount of \$88,800. A transfer in the amount of \$53,800 from Full-Time Maintenance Wages (Account 540-1801-538.11-01) and \$35,000 from the Full-Time Administration Wages (Account 540-1807-538.11-01) to the Storm Utility Professional Services/Other (Account 540-1807-538.30-04) will be needed to fund the removal of said trees.

BE IT FURTHER RESOLVED the Director of Public Works and Finance Department are hereby authorized and directed to take all other actions deemed necessary to complete this project.

**SECTION 1:**            **ADOPTION** “R-2024-0260” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0260(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

# CUT GO

**A TREES AND TONS MOVEMENT**

CutNGo, LLC is a tree service located in Lannon, WI. We provide tree removals, land clearing and site clean-up.

We specialize in remote control tree removals.

We have certified arborists on staff, certified crane operators, and crane signal certified.

We own the following equipment to perform all work within the RFP#PWFO-24008:

- 2020 Freightliner Altec Grapple saw remote control
- 2019 Freightliner Altec Grapple saw remote control
- 2016 Ford F-350 30-yard capacity Chip truck
- 2020 Freightliner 50-yard capacity grapple log truck
- 2021 15" Bandit brush chipper
- 2023 18" Bandit brush chipper
- 2022 Mecalac Mini articulated loader
- 2023 Vermeer 852 remote control stump grinder
- 2022 Vermeer Mini articulated loader
- 2016 Altec 60' reach over center bucket truck
- 2020 Ford F350
- 2020 20ft equipment trailer
- Climbing gear, Trimming tools, Stihl Chainsaws, Stihl blowers.

We can commence work on or about May 24, 2024. All work shall be completed by August 30, 2024 (Troy said this is negotiable).

We look forward to working with the City of West Allis.

# Quest

#
1.0.1
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1.0.6
1.0.7
1.0.8
1.0.9
1.0.10
1.0.11

# ion Set 1: Vendor Contact Information

Question
Your Company Name:
Mailing Address:
Contact Name and Title:
Contact e-mail Address:
Contact Phone Number:
Payment Terms: (example Net 30, 1%-10 Net 30)
Do you accept credit card payment with no additional costs or services?
#1 - Please provide three vendor references (Business, Contact Name, Contact e-mail) of similar sized projects completed with in the past two years. Enter 1st of 3 references here.
#2 - Please provide three vendor references (Business, Contact Name, Contact e-mail) of similar sized projects completed with in the past two years. Enter 2nd of 3 references here.
#3 - Please provide three vendor references (Business, Contact Name, Contact e-mail) of similar sized projects completed with in the past two years. Enter 3rd of 3 references here.
Did you read the attached Conflict of Interest Disclosure?



**Response**

CutNGo Trees, LLC

20275 W. Good Hope Rd.  
Lannon, WI 53046

Jackie Voss, owner

[info@cutngotrees.com](mailto:info@cutngotrees.com)

262-443-4995

Net 30

No-3% processing charge for  
credit cards

John Gall-  
Village of Fox Point  
[forester@villageoffoxpoint.com](mailto:forester@villageoffoxpoint.com)

Patrick McCarthy-  
Village of Whitefish Bay  
[P.McCarthy@wfbvillage.gov](mailto:P.McCarthy@wfbvillage.gov)

Jordan Meyers- Milwaukee  
Recreation Department  
[meyejj2@milwaukee.k12.wi.us](mailto:meyejj2@milwaukee.k12.wi.us)

Yes





**Status**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

**Complete**

<b>Item Number</b>	<b>Item Name</b>	<b>Quantity Requi</b>	<b>Unit Price</b>
No Basket (2)			
#0-1	East Section- S 119t	1	25900
#0-2	West Section - S 122	1	62900

Section	ID	Work Type	Species	DBH	Comments
EAST	807	Removal	<Null>	<Null>	Scrub trees
EAST	808	Branch Down	<Null>	<Null>	<Null>
EAST	809	Removal	Spruce	10.2	Dead
EAST	810	Area Cleanup	<Null>	<Null>	Clean up pile of debris
EAST	811	Removal	Ash	5.8	<Null>
EAST	812	Removal	Ash	8	<Null>
EAST	813	Removal	<Null>	<Null>	All scrub trees and shrubs in area
EAST	814	Branch Hanging	Spruce	<Null>	Hanger
EAST	815	Removal	Ash	26.5	<Null>
EAST	816	Removal	Box Elder	8	<Null>
EAST	817	Removal	Box Elder	4	<Null>
EAST	818	Removal	Box Elder	16	Remove dead stem
EAST	819	Branch Hanging	Box Elder	<Null>	Hanger
EAST	820	Area Cleanup	<Null>	<Null>	Clean up down branches in area
EAST	821	Removal	Box Elder	6	Leaning
EAST	822	Removal	Box Elder	11	<Null>
EAST	823	Removal	Box Elder	8.5	Leaning
EAST	824	Removal	Box Elder	6	<Null>
EAST	825	Removal	Box Elder	<Null>	3 scrub trees
EAST	826	Area Cleanup	<Null>	<Null>	All down branches and logs in area
EAST	827	Tree Down	Maple	4	<Null>
EAST	828	Removal	Spruce	8	Dead
EAST	1207	Branch Hanging	<Null>	<Null>	2 hangers
EAST	1208	Removal	<Null>	<Null>	Remove all scrub trees and shrubs in area
EAST	1209	Branch Hanging	Maple	<Null>	Hanger
EAST	1210	Removal	Ash	14	<Null>
EAST	1211	Branch Down	<Null>	<Null>	Hanger
EAST	1212	Tree Down	<Null>	16	<Null>
EAST	1213	Tree Down	Box Elder	16	<Null>
EAST	1214	Tree Down	Box Elder	12	<Null>
EAST	1215	Removal	Spruce	8.5	Dead
EAST	1216	Removal	Spruce	11	<Null>
EAST	1217	Removal	Box Elder	8	<Null>
EAST	1218	Removal	Box Elder	11.8	<Null>
EAST	1219	Removal	Spruce	9.5	Dead
EAST	1220	Removal	Box Elder	5.5	Leaning
EAST	1221	Branch Down	<Null>	<Null>	<Null>
EAST	1607	Removal	Box Elder	3	<Null>
EAST	1608	Branch Hanging	<Null>	<Null>	Hanger
EAST	1609	Removal	Box Elder	4	<Null>
EAST	1610	Tree Down	Spruce	11	<Null>
EAST	2007	Removal	Box Elder	8	Dead
EAST	2008	Removal	Ash	7.5	<Null>
EAST	2009	Removal	Spruce	<Null>	3 small spruce
EAST	2010	Removal	Ash	11	<Null>
EAST	2011	Removal	Box Elder	16.5	<Null>
EAST	2012	Branch Down	<Null>	<Null>	Number our branches down
EAST	2013	Removal	Spruce	8	<Null>
EAST	2014	Removal	Box Elder	4	<Null>
EAST	2015	Tree Down	<Null>	<Null>	Branches down
EAST	2016	Branch Down	<Null>	<Null>	Numerous down branches
EAST	2017	Removal	Box Elder	22.5	<Null>
EAST	2407	Removal	Ash	18.5	<Null>
EAST	2408	Removal	Ash	12	Multi steamed
EAST	2409	Removal	Box Elder	14.5	<Null>
EAST	2410	Removal	Ash	3.5	<Null>
EAST	2411	Removal	Ash	5	<Null>
EAST	2412	Removal	Ash	4.5	<Null>
EAST	2807	Removal	Box Elder	18	Multi stem
EAST	2808	Removal	Ash	11.5	<Null>
EAST	2809	Branch Hanging	<Null>	<Null>	Hanger
EAST	3207	Removal	Box Elder	3	<Null>
EAST	3208	Removal	Ash	26	<Null>
EAST	3209	Removal	Ash	17.5	<Null>
EAST	3210	Branch Hanging	<Null>	<Null>	Hanger
EAST	3211	Removal	Box Elder	10	Clean up pile around base
EAST	3607	Removal	Box Elder	16.6	On retaining wall
EAST	3608	Removal	Mulberry	12	All stems and down branches

Section	ID	Work Type	Species	DBH	Comments
EAST	3609	Branch Down	<Null>	<Null>	In creek
EAST	8414	Removal	Box Elder	26	<Null>
EAST	8415	Removal	<Null>	<Null>	12 scrub trees within 2ft of concrete
WEST	3610	Removal	Box Elder	6.5	<Null>
WEST	3611	Removal	Ash	13.8	<Null>
WEST	3612	Removal	Ash	10.2	<Null>
WEST	3613	Tree Down	Ash	13.9	<Null>
WEST	3614	Tree Down	Box Elder	9.7	<Null>
WEST	3615	Removal	Ash	14.1	<Null>
WEST	3616	Removal	Ash	3	<Null>
WEST	3617	Removal	Ash	5.8	<Null>
WEST	3618	Branch Hanging	Box Elder	<Null>	<Null>
WEST	3619	Branch Hanging	Box Elder	<Null>	<Null>
WEST	3620	Removal	Ash	6.2	<Null>
WEST	3621	Area Cleanup	<Null>	<Null>	Logs and branches down
WEST	3622	Removal	Ash	6	<Null>
WEST	3623	Removal	Ash	9.5	<Null>
WEST	3624	Removal	Ash	4.3	<Null>
WEST	4007	Removal	Ash	11.6	<Null>
WEST	4008	Removal	Linden	13.2	<Null>
WEST	4009	Removal	Ash	4.5	<Null>
WEST	4010	Removal	Ash	5.6	<Null>
WEST	4011	Area Cleanup	<Null>	<Null>	Logs and branches down
WEST	4407	Removal	Ash	8.7	<Null>
WEST	4408	Removal	Ash	4	<Null>
WEST	4409	Removal	Cherry	10.7	<Null>
WEST	4410	Removal	Linden	4	<Null>
WEST	4411	Removal	Linden	8.1	Leaning
WEST	4412	Removal	Ash	13.9	<Null>
WEST	4413	Removal	Ash	13.7	<Null>
WEST	4807	Removal	Ash	4.2	<Null>
WEST	4808	Removal	Ash	6.5	<Null>
WEST	4809	Removal	Ash	7.8	<Null>
WEST	4810	Removal	Box Elder	16.8	<Null>
WEST	4811	Removal	Ash	5.1	<Null>
WEST	4812	Removal	Ash	5.4	<Null>
WEST	4813	Removal	Ash	3	<Null>
WEST	4814	Removal	Ash	9.3	<Null>
WEST	4815	Tree Down	<Null>	12	<Null>
WEST	4816	Removal	Ash	4	<Null>
WEST	4817	Removal	Ash	7.5	<Null>
WEST	4818	Removal	Ash	9.1	<Null>
WEST	4819	Removal	Ash	7	<Null>
WEST	4820	Removal	Ash	7	<Null>
WEST	4821	Removal	Ash	14.6	<Null>
WEST	4822	Removal	Ash	6	<Null>
WEST	4823	Removal	Ash	17.5	<Null>
WEST	4824	Removal	Ash	9.9	<Null>
WEST	4825	Removal	Ash	10.4	<Null>
WEST	4826	Removal	Ash	10	<Null>
WEST	4827	Removal	Ash	7.4	<Null>
WEST	4828	Removal	Box Elder	3	<Null>
WEST	4829	Removal	Ash	9.7	<Null>
WEST	4830	Removal	Ash	16.3	<Null>
WEST	4831	Removal	Ash	5.7	<Null>
WEST	4832	Removal	Ash	7.4	<Null>
WEST	4833	Area Cleanup	<Null>	<Null>	Brush and log
WEST	4834	Removal	Ash	7	<Null>
WEST	4835	Removal	Ash	4.7	<Null>
WEST	4836	Removal	Ash	3.6	<Null>
WEST	4837	Removal	Ash	4.9	<Null>
WEST	5207	Removal	Ash	10.6	<Null>
WEST	5208	Removal	Ash	3.8	<Null>
WEST	5209	Removal	Ash	4.3	<Null>
WEST	5210	Removal	Ash	14.4	<Null>
WEST	5211	Removal	Box Elder	7.7	<Null>
WEST	5212	Area Cleanup	<Null>	<Null>	Many logs and branches
WEST	5213	Removal	Cherry	11	<Null>

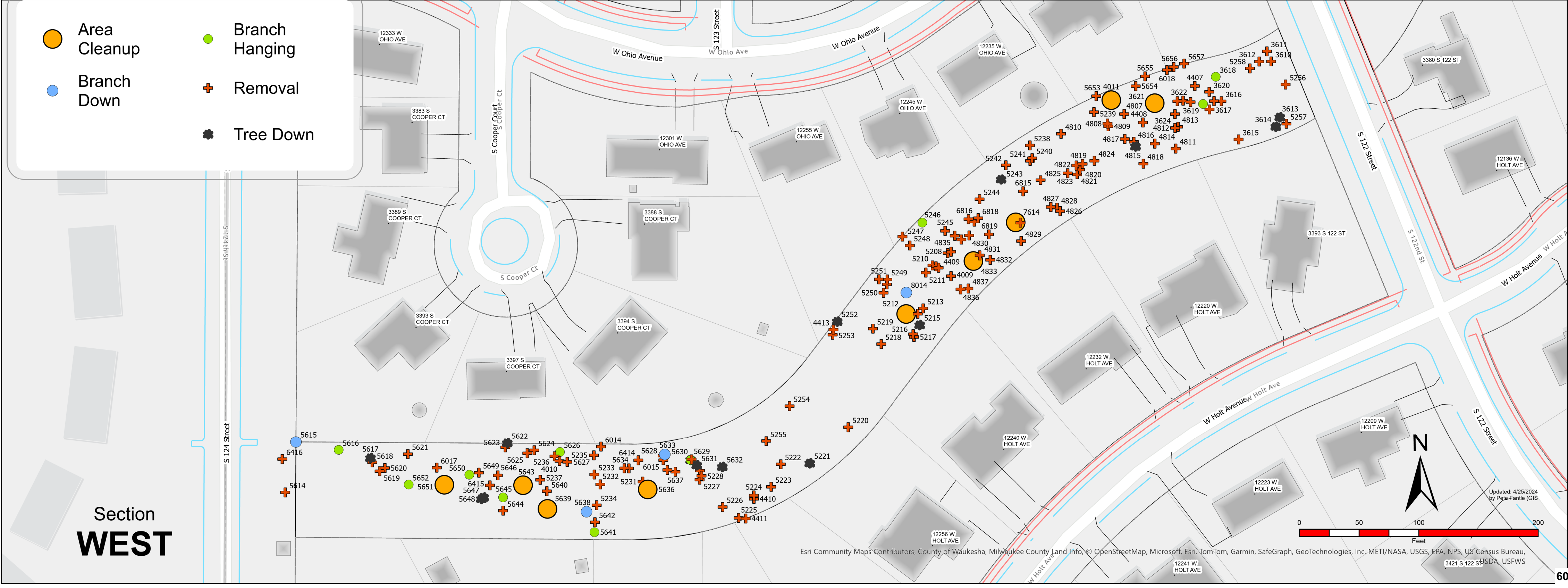
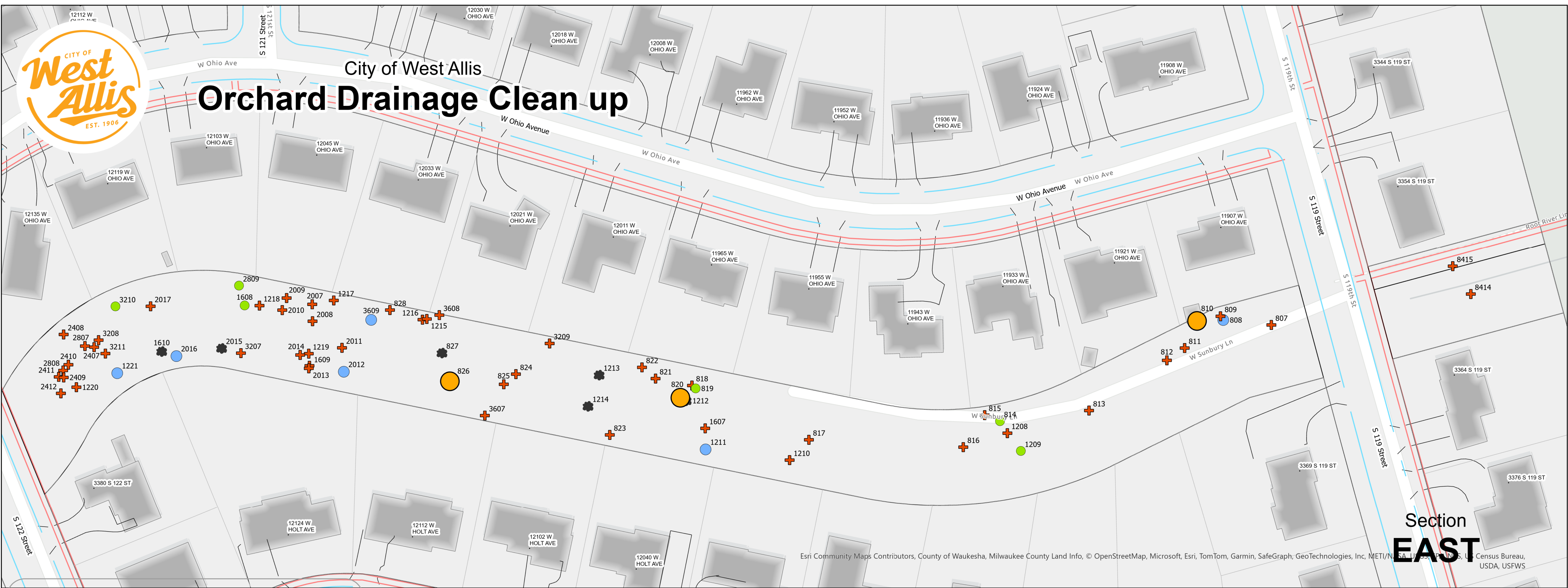
Section	ID	Work Type	Species	DBH	Comments
WEST	5214	Removal	Box Elder	5.3	<Null>
WEST	5215	Tree Down	Box Elder	14.7	<Null>
WEST	5216	Removal	Box Elder	14	Multistem
WEST	5217	Removal	Box Elder	8	Leaning
WEST	5218	Removal	Box Elder	6	<Null>
WEST	5219	Removal	Ash	16.3	<Null>
WEST	5220	Removal	Ash	12.3	<Null>
WEST	5221	Tree Down	Box Elder	5.5	<Null>
WEST	5222	Removal	Box Elder	2	<Null>
WEST	5223	Removal	Ash	4.6	<Null>
WEST	5224	Removal	Ash	5.2	<Null>
WEST	5225	Removal	Ash	10.4	<Null>
WEST	5226	Removal	Box Elder	11.5	<Null>
WEST	5227	Removal	Ash	7	<Null>
WEST	5228	Removal	Ash	17.2	<Null>
WEST	5229	Removal	Ash	4	<Null>
WEST	5230	Removal	Ash	4	<Null>
WEST	5231	Removal	Ash	9	<Null>
WEST	5232	Removal	Ash	7.4	<Null>
WEST	5233	Removal	Ash	6	<Null>
WEST	5234	Removal	Box Elder	22.7	<Null>
WEST	5235	Removal	Box Elder	4.2	<Null>
WEST	5236	Removal	Ash	3	<Null>
WEST	5237	Removal	Ash	8.7	<Null>
WEST	5238	Removal	Ash	9.2	<Null>
WEST	5239	Removal	Ash	4	<Null>
WEST	5240	Removal	Ash	4.8	<Null>
WEST	5241	Removal	Ash	6.7	<Null>
WEST	5242	Removal	Ash	6.3	<Null>
WEST	5243	Tree Down	Oak	58	<Null>
WEST	5244	Removal	Ash	7.7	<Null>
WEST	5245	Removal	Oak	11.8	<Null>
WEST	5246	Branch Hanging	Box Elder	<Null>	<Null>
WEST	5247	Removal	Ash	4.6	<Null>
WEST	5248	Removal	Ash	16.5	<Null>
WEST	5249	Removal	Cherry	3	<Null>
WEST	5250	Removal	Ash	10.6	<Null>
WEST	5251	Removal	Ash	11.4	<Null>
WEST	5252	Tree Down	<Null>	12	<Null>
WEST	5253	Removal	Ash	15	Multistem
WEST	5254	Removal	Linden	23	<Null>
WEST	5255	Removal	Box Elder	20.4	<Null>
WEST	5256	Removal	Ash	7.5	<Null>
WEST	5257	Removal	Ash	9.4	<Null>
WEST	5258	Removal	Ash	18.6	<Null>
WEST	5614	Removal	<Null>	<Null>	Remove all scrub trees between road and culvert
WEST	5615	Branch Down	Box Elder	11	<Null>
WEST	5616	Branch Hanging	Box Elder	<Null>	Hanging branch
WEST	5617	Tree Down	Box Elder	8	In creek
WEST	5618	Removal	Box Elder	3.8	<Null>
WEST	5619	Removal	Box Elder	5	<Null>
WEST	5620	Removal	Box Elder	10.5	<Null>
WEST	5621	Removal	Ash	6.2	<Null>
WEST	5622	Tree Down	Cherry	14	<Null>
WEST	5623	Removal	Ash	4	<Null>
WEST	5624	Removal	Ash	3.8	<Null>
WEST	5625	Removal	Box Elder	4.6	<Null>
WEST	5626	Branch Hanging	<Null>	<Null>	Multiple hangers
WEST	5627	Removal	Cherry	11	<Null>
WEST	5628	Removal	Ash	9.2	<Null>
WEST	5629	Removal	Box Elder	14.6	<Null>
WEST	5630	Tree Down	Box Elder	13.9	<Null>
WEST	5631	Tree Down	Box Elder	9.8	<Null>
WEST	5632	Tree Down	Box Elder	5	<Null>
WEST	5633	Branch Down	Box Elder	5	<Null>
WEST	5634	Removal	Ash	4	<Null>
WEST	5635	Removal	Ash	4	<Null>
WEST	5636	Area Cleanup	<Null>	<Null>	Piles of brush

Section	ID	Work Type	Species	DBH	Comments
WEST	5637	Removal	Box Elder	5	<Null>
WEST	5638	Branch Down	<Null>	<Null>	<Null>
WEST	5639	Area Cleanup	<Null>	<Null>	Down logs and branches
WEST	5640	Removal	Ash	4	<Null>
WEST	5641	Branch Hanging	Mulberry	<Null>	Trim broken branch off
WEST	5642	Removal	Box Elder	5.5	<Null>
WEST	5643	Area Cleanup	<Null>	<Null>	Multiple large branches down
WEST	5644	Removal	Spruce	7.5	<Null>
WEST	5645	Branch Hanging	Box Elder	<Null>	Multiple hanging branches
WEST	5646	Removal	Ash	4.2	<Null>
WEST	5647	Tree Down	Ash	9	<Null>
WEST	5648	Tree Down	Box Elder	6	<Null>
WEST	5649	Removal	Cherry	19.2	<Null>
WEST	5650	Branch Hanging	Box Elder	<Null>	Multiple hanging branches
WEST	5651	Area Cleanup	<Null>	<Null>	Piles of brush
WEST	5652	Branch Hanging	Box Elder	<Null>	Hanging branch
WEST	5653	Removal	Elm	8	Multistem 3 leaning
WEST	5654	Removal	Elm	7.5	Leaning
WEST	5655	Removal	Ash	3	<Null>
WEST	5656	Removal	Ash	2	<Null>
WEST	5657	Removal	Ash	3	Multistem
WEST	5658	Removal	Buck Thorn	2	<Null>
WEST	6014	Removal	Box Elder	14.9	<Null>
WEST	6015	Removal	Ash	5.7	<Null>
WEST	6016	Branch Hanging	Box Elder	<Null>	<Null>
WEST	6017	Removal	Box Elder	3	<Null>
WEST	6018	Removal	Ash	2	<Null>
WEST	6414	Removal	Ash	3	<Null>
WEST	6415	Removal	Box Elder	7.8	<Null>
WEST	6416	Removal	Ash	4.5	<Null>
WEST	6815	Removal	Cherry	14	Trunk
WEST	6816	Removal	Elm	15	<Null>
WEST	6817	Removal	Box Elder	14	Multistem
WEST	6818	Removal	Cherry	11	Trunk
WEST	6819	Removal	Cherry	21	<Null>
WEST	7214	Removal	<Null>	<Null>	<Null>
WEST	7614	Area Cleanup	<Null>	<Null>	Let oak and all busted up trees
WEST	8014	Branch Down	Elm	<Null>	<Null>





# City of West Allis Orchard Drainage Clean up





**CITY OF WEST ALLIS  
RESOLUTION R-2024-0263**

**RESOLUTION TO APPROVE AN AGREEMENT TRANSFERRING CITY HEALTH  
DEPARTMENT GRANTS TO THE SOUTHWEST SUBURBAN HEALTH  
DEPARTMENT**

**WHEREAS**, The Cities of Greenfield and West Allis jointly formed the Southwest Suburban Health Department ("SWSHD"), effectively April 1, 2024; and

**WHEREAS**, the Wisconsin Department of Health Services requires an agreement between the City of West Allis and the SWSHD in order for SWSHD to administer the City's grants;

**NOW THEREFORE**, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the attached agreement is hereby approved and the city administrator is authorized to execute this agreement on behalf of the City.

**SECTION 1:**        **ADOPTION** "R-2024-0263" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2024-0263(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**SERVICE AGREEMENT – GRANTS ADDENDUM**

**between**

**SOUTHWEST SUBURBAN HEALTH DEPARTMENT  
AND  
CITY OF WEST ALLIS**

This service agreement addendum (“Agreement”) is entered into by and between the City of West Allis (“City”) and the Southwest Suburban Health Department (“SWSHD”), for the purpose of addressing the transition of grant funding.

With the creation of the new joint health department (SWSHD) effective April 1, 2024, there is a need to efficiently transition grant contracts from the West Allis Health Department and Greenfield Health Department to SWSHD. The Parties agree as follows:

1. West Allis Health Department grant contracts between the City of West Allis and State of Wisconsin, Department of Health Services (DHS) will remain under the City of West Allis through June 30, 2024.
2. Final reporting of expenditures through June 30, 2024, will be completed timely and a balance of grant funds remaining will be established for each grant contract.
3. Effective July 1, 2024, DHS will terminate grant agreements with the City of West Allis and execute new grant agreements with SWSHD for the remaining balance of funds for each grant contract (or an amount as determined by DHS).
4. The above process provides for the efficient transfer of active DHS grant contracts from West Allis to SWSHD, effective July 1, 2024. It does not preclude SWSHD from entering into any other grant agreements directly with DHS or other granting agencies, effective April 1, 2024, or later.
5. Greenfield Health Department grant contracts have been dormant since the creation of SWSHD and the related transfer of staff to SWSHD’s fiscal agent (City of West Allis). Final reporting of expenditures has been completed and DHS is working to execute new contracts with SWSHD for the balance of these grant funds.
6. The SWSHD Health Commissioner shall serve as the signatory on all grant contracts for SWSHD.

By signing below, the parties hereby enter into this service agreement on this 28<sup>th</sup> day of March 2024.

SOUTHWEST SUBURBAN  
HEALTH DEPARTMENT

CITY OF WEST ALLIS

\_\_\_\_\_  
Robert Leischow  
Local Health Officer

\_\_\_\_\_  
Rebecca Grill  
City Administrator

## 05-21-2024 License Renewals

Record #	License Type	Agent's Full Name	Applicant/Agent Last Name	Business Address (License Location)	DBA/Trade/Business Name	Legal Name (corporation, limited liability company, or partnership)
ALC-22-100	Class B Tavern	Donald	Dougherty	8600 W Greenfield Ave	Riviera Lanes	Riviera of Wisconsin, INC
ALC-22-101	Class A Liquor and Beer	Hemant	Khuttan	9131 W Cleveland Ave	Cleveland Liquor	Cleveland Liquor LLC
ALC-22-102	Class B Tavern	Kristine	Budiac	1430 S 81st St	Paulie's Field Trip	Field Trip LLC
ALC-22-103	Class A Liquor and Beer	Maria	Rupena	7641 W Beloit Rd	Rupena's Foods	Rupena's Inc
ALC-22-109	Class B Tavern	Debra	Hosseini	813 S 60th St	Gus' Deli	Gus' Deli LLC
ALC-22-110	Class B Beer / Class C Wine	Yong	Lai	2945 S 108th St	Fortune Restaurant	Fortune Restaurant Corp
ALC-22-111	Class A Liquor and Beer	Manpreet	Singh	8530 W Greenfield Ave	Express Pantry	MDL Express LLC
ALC-22-112	Class B Tavern	Claudia	Martorano	6016 W Burnham St	Burnham Bowl	Blaine Enterprises, LLC
ALC-22-115	Class B Tavern	Gudelia	Calva-Vazquez	6533 W Mitchell St	Al Pastor Mexican Food	Ricky's Restaurant LLC
ALC-22-12	Class B Tavern	Lawrence	Robe Jr	1503 S 81st St	Capt'n Nicks	Capt'n Nicks
ALC-22-128	Class B Tavern	Anthony	Sternig	2950 S 108th St	Buffalo Wild Wings #409	Blazin'™ Wings Inc
ALC-22-14	Class B Tavern	Jason	Powelski	9033 W National Ave	Just J's	Jayders LLC
ALC-22-140	Class A Liquor and Beer	Kulwinder	Dhaliwal	10910 W Greenfield Ave	Walsh's Beer & Liquor	Pooja LLC
ALC-22-142	Class B Tavern	Citali	Mendieta	6207 W National Ave	Antigua Latin Inspired Kitchen	Antigua Latin Restaurant LLC
ALC-22-145	Class A Liquor and Beer	Rajesh	Patel	9206 W Schlinger Ave	VJ's Food Mart	Swami Shree LLC
ALC-22-146	Class B Tavern	Kevin	Bagurdes	7216 W Lincoln Ave	Jimmy B's Trail's End	Jimmy B's Trail's End Inc
ALC-22-154	Class B Tavern	Justin	Fernandez	8531 W Greenfield Ave	Mama Mia Italian Cuisine	MAPA Inc
ALC-22-155	Class B Tavern	William	Potocic	8101 W Greenfield Ave	State Fair Inn	Potocic Enterprises LLC
ALC-22-156	Class B Tavern	Lawrence	Pryor	6000 W Mitchell St.	The Buzzard's Nest	The Buzzard's Nest LLC
ALC-22-162	Class B Tavern	Casey	Rataczak	7211 W Greenfield Ave	Camino	Camino Bar West Allis LLC
ALC-22-17	Class B Tavern	Chezare	Misko	1939 S 108th St	Wisconsin Athletic Club	Wisconsin Athletic Club LLC
ALC-22-185	Class A Beer	Brandon	Grebe	5132 W Lincoln Ave	Grebe's Bakery	Grebe's Bakery
ALC-22-197	Class B Tavern	Christopher	Trudeau	10535 W Greenfield Ave	Greenfield Takeout	10535 Bar LLC
ALC-22-200	Class B Tavern	Marla	Poytinger	6325 W National Ave	6325 Mithli	6325 Mithli LLC
ALC-22-201	Class B Tavern	Rasheda	Moss	1505 S 108th Street	Phoenix360	Phoenix360 LLC
ALC-22-204	Class B Tavern	Maria	Rupena	7621 West Beloit Rd	Villa Del Rupena's	Rupena's Inc
ALC-22-208	Class A Beer	Jasmeet	Kang	10731 W Oklahoma Ave	Oklahoma BP	Badger State Petroleum Inc
ALC-22-209	Class B Tavern	Rebecca	Hagmann	7033 W Becher St	KARMA	KARMAREB LLC
ALC-22-21	Class B Tavern	Jerry	Ulrich	9000 W. National Ave.	Scooter's Tap	Scooter's Tap
ALC-22-22	Class A Liquor and Beer	Jaswinder	Singh	8423 W Cleveland Ave	Class One Liquor Inc	Class One Liquor Inc
ALC-22-23	Class A Liquor and Beer	Manjit	Dhillon	9034 W Greenfield Ave	Olympia Food & Liquor	Manjit Singh Dhillon
ALC-22-24	Class B Tavern	Paula	Rossi	6711 W Beloit Rd	Rosco's	Rosco's LLC
ALC-22-25	Class A Liquor and Beer	Danny	Sarandos	8415 W Greenfield Ave	Parthenon Foods	Parthenon Foods Inc
ALC-22-27	Class B Tavern	Michelle	Alexander	7411 W Becher St	Mishe's	Mishe's LLC
ALC-22-30	Class A Liquor and Beer	Jun	Xiao	10704 W Oklahoma Ave	New Asian Supermarket	New Asian Supermarket
ALC-22-31	Class A Beer	Hareshkumar	Gajera	7552 West Oklahoma Av	CVS/Pharmacy #5676	Wisconsin CVS Pharmacy, LLC
ALC-22-32	Class B Tavern	Shawn	Lange	1325 S 70th St	Boz's Sports Bar	Boz's
ALC-22-34	Class B Tavern	Julian	Lukic-Kegel	5901 W National Ave.	Kegel's Inn	Kegel's LLC
ALC-22-35	Class B Tavern	Antonio	Ingrilli	9104 W Oklahoma Ave	Caterina's Ristorante	Caterina's Ristorante Inc
ALC-22-36	Class A Liquor and Beer	Mohinder	Dhillon	5832 W Burnham St	Dhillon Beer & Liquor	Dhillon Beer & Liquor
ALC-22-37	Class B Tavern	Keith	Randolph	7731 W Becher St	Boosters West	Boosters West LLC
ALC-22-38	Class B Tavern	Mark	Lutz	2074 S 69th St	West Allis Cheese & Sausage Shop	WA Cheese & Sausage Shop LLC
ALC-22-39	Class A Beer	Simranjeet Singh	Benipal	6000 W National Ave	Fast Fuel Convenience	Fast Fuel Convenience 2 LLC
ALC-22-42	Class B Tavern	Kyle	Ida	6001 W Madison St	Layman Brewing	Layman Brewing LLC
ALC-22-43	Class B Tavern	Mark	Lutz	6800 W Becher St	Station No. 6	WA Cheese & Sausage Shop LLC
ALC-22-46	Class A Liquor and Beer	Inderjeet	Singh	10711 W Oklahoma Ave	OK Liquor	Supreme Enterprises Inc
ALC-22-47	Class B Tavern	Yun	Zheng	2916 S 108th St	Fujiyama Sushi & Hibachi	Fujiyama LLC
ALC-22-48	Class A Beer	Dineshkumar	Patel	1512 S 84th St	Cigarette Depot	HND Inc
ALC-22-5	Class B Tavern	Christina	Gajewski	8924 W Schlinger Ave	Shepherd's Hideaway	Shepherd's Sports Lounge Inc
ALC-22-50	Class A Liquor and Beer	Eli	Kinn	1712 S 108th St	ALDI #10	ALDI Inc (Wisconsin)
ALC-22-52	Class B Tavern	Sohan	Singh	1117 S 108th St	Tandoor Restaurant	AKAR Inc
ALC-22-6	Class B Tavern	Christina	Timber	1139 S 70th St	The Gage	Timber Events LLC
ALC-22-62	Class B Tavern	Gina	Jaeckel	837 S 108th St	Kip's Inn	Kip's Inn, Inc
ALC-22-64	Class B Tavern	Richard	Branski	6101 W Lincoln Ave	Hanke's	K&M of West Allis Inc
ALC-22-66	Class B Tavern	Thomas	Amann	8824 W Becher St	Tommy Amann's	Tom Amann LLC
ALC-22-78	Class A Liquor and Beer	Bryan	Edwards	11111 W Greenfield Ave	Festival Foods	Skogen's Foodliner, Inc.
ALC-22-79	Class B Tavern	Mark	Timber	7412 W Greenfield Ave	Double B's Barbeque	Lo N Slow LLC
ALC-22-84	Class A Liquor and Beer	Talwinder	Soos	5909 W Lincoln Ave	One Stop West Allis Food & Liquor	Taj & Navi Corporation

05-21-2024 License Renewals

Record #	License Type	Agent's Full Name	Applicant/Agent Last Name	Business Address (License Location)	DBA/Trade/Business Name	Legal Name (corporation, limited liability company, or partnership)
ALC-22-86	Class B Tavern	David	Zarate	6309 W National Ave	Z's Bar	Z'S BAR, LLC
ALC-22-89	Class B Tavern	Cindy	Sobczak	7246 W Greenfield Ave	Steakhouse 100	Sobczak & Sitowski LLC
ALC-23-2	Class B Tavern	Jarice	Taliaferro	7423 W Greenfield Ave	Talia's Event Venue	Talia's Event Venue LLC
ALC-23-21	Class B Beer	June	Boyce	1212 South 70th St	Home2Suites	70th Street Hotel Associates, LLC
ALC-23-25	Class B Tavern	Dina	Wagner	6801 W Beloit Rd	Happy Tap	MLSD INC
ALC-23-26	Class B Tavern	David	Oestreich	2865 S 108th St	Applebee's Neighborhood Grill + Bar	SBG Apple North II, LLC
ALC-23-28	Class B Tavern	Kenneth	Peters	9638 W National Ave	Nico's Pizza	Nicos Pizza of West Allis
ALC-23-3	Class B Tavern	Noreen	Higginbotham	7140 W Greenfield Ave	The Deco	Deco Venues LLC
ALC-23-30	Class B Tavern	Cristian	Jimenez	8129 W Greenfield Ave	Restaurante La Salsa	Restaurante La Salsa LLC
ALC-23-33	Class B Tavern	David	Burns	9646 W. Greenfield Ave.	Burnsies Bar & Grill	Burnsies LLC
ALC-23-4	Class B Tavern	Craig	Silber	6108 W Burnham St.	The Thirsty Cactus Saloon	Flying Unicorn LLC
ALC-23-7	Class B Tavern	Mark	Lutz	6922 W Becher St	Archie's Flat Top	Archie's Flat Top LLC

# 2025 Budget and Capital Improvement Calendar

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 7 and 21	Common Council Meetings
June 11	Common Council Meeting
June 17	Budget Information Released to Departments
July 1	Capital Improvement Requests Due
July 10	Common Council Meeting
July 30	Common Council Meeting
August 12	Budget Requests and Business Plans Due
August 19	Capital Improvement Committee Meeting - Review Requests
August 26	Capital Improvement Committee Meeting - Finalize 2025-2029 Recommended Program for Common Council - if Additional/Changes to Dept budgets coordinated with Depts
August/September	Levy Limit Information Available from WI-DOR
September 3 and 17	Common Council Meetings
September	Revenues Completed by Finance/Departments
September	Shared Revenue estimates released
September	Expenditure Restraint Information from WI-DOR
October 1	Common Council Meeting
October 11	Council Agenda Deadline for Budget Introduction; Noon Publication
October 23	Publication Deadline for Public Hearing
October 15	Administration Committee - (Introduction Only) Common Council Meeting - Budget Submitted to Council
October 21 and 28	Administration Committee - Budget Presentation and Budget Review Mtgs (28th if necessary)
November 12	Common Council Meeting - City Budget Public Hearing - 7 pm
November 19	Common Council Meeting - Operating Budget, Levy of Property Tax and Appropriations Ordinance Considered
November	Deadline for Publication on Dec 1
December	Publication of Appropriations Ordinance and Adopted Levy
December 3rd Mon	Tax Bill Mailing Deadline
December 10	Common Council Meeting



### TEMP-24-8

Temporary Extension and  
Temporary Public  
Entertainment Premises  
Applications  
Status: Active  
Submitted On: 4/22/2024

#### Primary Location

6000 W MITCHELL ST  
West Allis, WI 53214


#### Owner

Larodie Property, LLC  
6000 W Mitchell St Lawrence  
Pryor West Allis, WI 53214

#### Applicant

 Lawrence Pryor



 6000 W Mitchell St  
West Allis, WI 53214

## Permit Information

### Temporary Extension of a Class B Premises Permit -

If you want to extend your premises for the service or sale of alcohol beyond, but contiguous to (sharing a common border; touching), your licensed premises .

The common council must approve the extension prior to use.

It 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.)

## Application Information

Do you have a Class B Tavern License?\*

Yes

### Types of Permits

- 1. Seasonal Labor Day to Memorial Day – Alcohol Only.  
Extension of premises to serve, serve, consume alcohol from the Friday of Memorial Day Weekend until Labor Day.
- 2. Seasonal Memorial Day to Labor Day – Alcohol and Entertainment. Extension of premises to serve, serve, consume alcohol and provide the approved entertainment from the Friday of Memorial Day Weekend until Labor Day.
- 3. One Day/Single Event.  
Extension of premises to serve, serve, consume alcohol, and provide the approved entertainment (if applicable) for a single day event or a 3-4 consecutive day event.
- 4. Temporary Public Entertainment.  
Permit to allow entertainment for a temporary event or temporarily have a type of entertainment that is not on your public entertainment license.

Enter your current Class B Tavern License #\*

ALC-22-156

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

One Day/Single Event (Alcohol)

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

Requesting Number of Days\*

1

---

### Applicant / License Agent Information

Applicant Last Name \*

Pryor

Applicant First Name\*

Lawrence

Applicant Middle Initial

E

Mailing Address\*

6000 W. Mitchell St.



City\*

West Allis

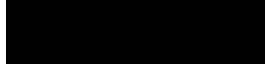
State\*

WI

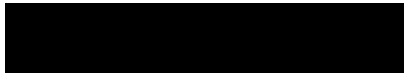
Zip Code\*

53214

Phone Number\* ?



E-Mail Address\* ?



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## Business Information

DBA/Trade/Business Name \*

The Buzzard's Nest, LLC

Business Address (License Location)\*

6000 W. Mitchell St.

Business Zip Code\*

53214

Business Phone Number\*

4145461040

---

## One Day/Single Event - Temporary Extension of Class B Premises

If your event is more than one day, you will need to enter information for each date and time separately. Make sure you entered the correct number of days above so the correct fields are available for you to fill in.

### Normal Operating Hours are:

Sunday – Thursday 10 am to 8 pm;  
Friday and Saturday 10 am to 10pm,  
unless exception approved by the Common Council.

**Event Start Date**

06/15/2024

**1st Day Start Time\***

10AM

**1st Day End Time\***

10PM

**Extension Location**

**Briefly describe the area where you are requesting the extension. \***

The parking lot adjoining the building for our annual Brewers' outing.

**You must upload a drawing 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.**

**Drawing of Extension Area\***



Extension of premise diagram.  
pdf

### Outdoor Premises Regulations

- 1. Containers. No licensee may allow glass beverage containers in an outdoor premises.
- 2. Noise Limit. 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.*
- 3. Bordering. 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.
- 4. Lighting. Any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.
- 5. Operating Hours.  
 Sunday – Thursday 10 am to 8 pm;  
 Friday and Saturday 10 am to 10pm.

*The common council may approve different operating hours.*

---

### 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?\*

No

Will hot food be kept warm and served outside?\*

No

## Terms and Conditions

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 the operating hours are Sunday – Thursday 10 am to 8 pm; Friday and Saturday 10 am to 10pm unless the Common Council approves other hours of operation.\*



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\***

 LAWRENCE E PRYOR  
Apr 22, 2024

**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.**



### TEMP-24-13

Temporary Extension and  
Temporary Public  
Entertainment Premises  
Applications  
Status: Active  
Submitted On: 5/13/2024

#### Primary Location


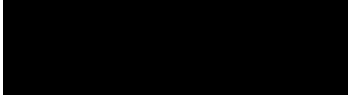
6000 W MITCHELL ST  
West Allis, WI 53214


#### Owner

Larodie Property, LLC  
6000 W Mitchell St Lawrence  
Pryor West Allis, WI 53214

#### Applicant

 Lawrence Pryor

   
 6000 W Mitchell St  
West Allis, WI 53214

## Permit Information

### Temporary Extension of a Class B Premises Permit -

If you want to extend your premises for the service or sale of alcohol beyond, but contiguous to (sharing a common border; touching), your licensed premises .

The common council must approve the extension prior to use.

It 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.)

## Application Information

Do you have a Class B Tavern License?\*

Yes

## Types of Permits

1. Seasonal Labor Day to Memorial Day – Alcohol Only.

Extension of premises to serve, serve, consume alcohol from the Friday of Memorial Day Weekend until Labor Day.

2. Seasonal Memorial Day to Labor Day – Alcohol and Entertainment. Extension of premises to serve, serve, consume alcohol and provide the approved entertainment from the Friday of Memorial Day Weekend until Labor Day.

3. One Day/Single Event.

Extension of premises to serve, serve, consume alcohol, and provide the approved entertainment (if applicable) for a single day event or a 3-4 consecutive day event.

4. Temporary Public Entertainment.

Permit to allow entertainment for a temporary event or temporarily have a type of entertainment that is not on your public entertainment license.

Enter your current Class B Tavern License #\*

ALC-22-156

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

One Day/Single Event (Alcohol)

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?\*

No

List the type of temporary public entertainment you are requesting.\*

No entertainment - parking lot to be used for lawn games for a private birthday party

Requesting Number of Days\*

1

---

## Applicant / License Agent Information

Applicant Last Name \*

Pryor

Applicant First Name\*

Lawrence

**Applicant Middle Initial**

**Mailing Address\***

6000 W. Mitchell St.

**City\***

West Allis

**State\***

WI

**Zip Code\***

53214

**Phone Number\* ?**

3122036439

**E-Mail Address\* ?**

lpchicago@hotmail.com

---

## Business Information

**DBA/Trade/Business Name \***

The Buzzard's Nest, LLC

**Business Address (License Location)\***

6000 W. Mitchell St., West Allis, WI

**Business Zip Code\***

53214

**Business Phone Number\***

4145461040

---

## One Day/Single Event - Temporary Extension of Class B Premises

If your event is more than one day, you will need to enter information for each date and time separately. Make sure you entered the correct number of days above so the correct fields are available for you to fill in.



## Normal Operating Hours are:

Sunday – Thursday 10 am to 8 pm;  
Friday and Saturday 10 am to 10pm,  
unless exception approved by the Common Council.

Event Start Date

06/02/2024

1st Day Start Time\*

2PM

1st Day End Time\*

8PM

## Extension Location

Briefly describe the area where you are requesting the extension. \*

Parking lot to be taped off to be used for lawn games for a private birthday party.

**You must upload a drawing 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.**

Drawing of Extension Area\*



Extension of premise diagram.  
pdf

## Outdoor Premises Regulations

1. Containers. No licensee may allow glass beverage containers in an outdoor premises.
2. Noise Limit. 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.*
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4. Lighting. Any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.
5. Operating Hours.  
Sunday – Thursday 10 am to 8 pm;  
Friday and Saturday 10 am to 10pm.

*The common council may approve different operating hours.*

---

## 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?\*

No

Will hot food be kept warm and served outside?\*

No

# Terms and Conditions

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.\*



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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 the operating hours are Sunday – Thursday 10 am to 8 pm; Friday and Saturday 10 am to 10pm unless the Common Council approves other hours of operation.\*



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\***

 LAWRENCE E PRYOR  
May 13, 2024

**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.**

RECEIVED

JUL 25 2023

CITY OF WEST ALLIS  
CITY CLERK

Law Offices of  
**ROBERT A. LEVINE**  
630 N. Broadway  
Milwaukee, Wisconsin 53202  
[www.rlevinelaw.com](http://www.rlevinelaw.com)

**Robert A. Levine**  
**Michael G. Levine\***  
**Jonathan J. Cattey**  
**Michael K. Moran**  
\*Also Licensed in Florida

Telephone (414) 271-9585  
Facsimile (414) 271-8506

July 24, 2023

**VIA CERTIFIED US MAIL**  
**- RETURN RECEIPT REQUESTED**

Rebecca Grill, City Clerk  
West Allis City Hall  
7525 W. Greenfield Ave.  
West Allis, WI 53214

**NOTICE OF INJURY**

Re: My Client: Deon Duke  
Date of Incident: June 2, 2023 at approximately 5:00 p.m.

Dear Ms. Grill:

I represent Deon Duke who is fifty-three years old and whose date of birth is September 27, 1969 and who presently resides at 4148 N. 22<sup>nd</sup> Street Milwaukee, Wisconsin 53209.

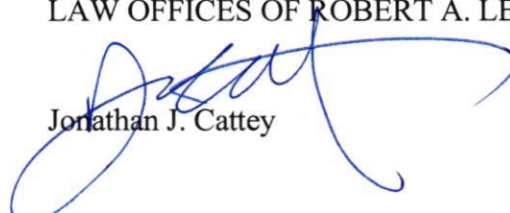
Please be advised that Mr. Duke sustained severe injuries and damages in an excessive force incident involving the West Allis Police Department that took place on June 2, 2023 at approximately 5:00 p.m. near South 75<sup>th</sup> Street and West Lincoln Avenue. I am in the process of gathering the open records, but my understanding is that one of the officers involved in the incident was Officer R. Schultz with ID No. 2612.

As a result of this incident, Mr. Duke sustained a severe left shoulder injury, pain to his neck, right-sided back pain and head pain. He was treated at West Allis Memorial Hospital and may now need surgery on his left shoulder.

In addition, please acknowledge this letter and construe it as a formal notification of my attorney's lien rights under the Wisconsin Statutes.

Very truly yours,

LAW OFFICES OF ROBERT A. LEVINE

  
Jonathan J. Cattey



City Attorney's Office  
attorney@westalliswi.gov  
Office: 414.302.8450  
Fax: 414.302.8444

**Kail Decker**  
City Attorney  
**Nicholas S. Cerwin**  
Deputy City Attorney  
**Rebecca Monti**  
Principal Assistant City Attorney

May 14, 2024

West Allis Common Council  
7525 West Greenfield Avenue  
West Allis, WI 53214

RE: Monthly Claims Report – May 21, 2024

Dear Common Council:

Pursuant to §2.15(3)(b) of the West Allis Revised Municipal Code, I am submitting the following report of claims paid and claims recommended for disallowance for the month identified above.

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Deon Duke	6/2/23	24,000.00	2023-0508	23-1360
“	“		2024-0134	23-1360

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Lawrence Heacox	11/24/23	2,746.18	2024-0270	23-2503

Any claims in excess of \$10,000 are reported out separately for the committee and council's consideration. I ask that this report be accepted and placed on file.

For additional information on any of the above-reference claims, please do not hesitate to contact my office.

Sincerely,

Rebecca Monti  
Principal Assistant City Attorney

cc: City Clerk

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

RECEIVED

MAY 6 2024

WEST ALLIS POLICE DEPT

Elliot H Brown

Plaintiff;

v.

Case No. 24-CV-449

Unknown Officers, et al,

Defendants,

To Chief Executive Officer of West Allis P.D.

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 thirty (30) days 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.

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 4/30/2024



Signature

Elliot H Brown

Printed Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

515 W. Moreland Blvd. Waukesha, WI 53188  
Address

### 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 other defenses or 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

Elliot H. Brown

Plaintiff;

v.

Three Unknown Named Officers of the  
City of West Allis Police Department,  
Correctional Officer Cornhoj formerly of  
Milwaukee County Jail - C.J.F.,  
Milwaukee County Jail Downtown Facility  
- C.J.F.,

Defendant(s);

COMPLAINT UNDER THE CIVIL RIGHTS ACT, 42 U.S.C. § 1983

1. Place of Present Confinement

515 W. Moreland Blvd.

Waukesha, WI 53188

2. Parties

A) Elliot H. Brown (Plaintiff)

B) 554122 (DOC Number)

C) 3451 (Last four of social)

D) 515 W. Moreland Blvd. (Current Address)

Waukesha, WI 53188

MILWAUKEE COUNTY JAIL DOWNTOWN FACILITY - C/JF (Additional Defendant)

COUNTY JAIL OF MILWAUKEE COUNTY

at 949 N 9<sup>th</sup> St.

Milwaukee, WI 53233

## II. Previous Lawsuits

A) Have you begun other lawsuits in state or federal court relating to the same facts involved in this action?

Yes

No

B) Have you begun other lawsuits in state or federal court relating to your imprisonment?

Yes

No

## V. STATEMENT OF CLAIM

CLAIM 1 - FALSE IMPRISONMENT & ABUSE OF PROCESS

A) On or about April 28<sup>th</sup> of 2021 three unknown named police officers of the City of West Allis Police Department, whom will eventually be named, responded to a car accident involving a Saturn XB. Unknown Named Police Officer X locate the plaintiff in an alley nearby and ordered him to stop. Officer X began to question the plaintiff and determined the plaintiff was disoriented and had been in an accident. Unknown Named Police Officer(s) Y and Z arrived shortly after and although the plaintiff insisted he was not intoxicated and may have a concussion, they continued to believe the plaintiff was on drugs. The Police Department arrived and determined the plaintiff did not seem intoxicated and may have

to a field sobriety exam. The Three Unknown Named Police Officers of the City of West Allis did improperly conduct the field sobriety exam for the purpose of artificially creating probable cause. The Three Unknown Named Police Officers of the City of West Allis Police Department did submit the plaintiff to a PBT which resulted in a reading of 0.00 alcohol content. Three Unknown Named Officers of the City of West Allis Police Department then submitted the plaintiff to a blood analysis, and prior to the results, without probable cause, charged and arrested the plaintiff, restraining him of his liberty, for the crime of Operating While Intoxicated Fifth Offense which he did not commit. The plaintiff was imprisoned falsely in Milwaukee County Jail until the month of September 2021 when the case was dismissed in favor of the plaintiff. The Three Unknown Named Officers of the City of West Allis did abuse the process of commencing a criminal charge on the plaintiff, knowing that in doing so would result in a probation hold and revocation proceedings on the plaintiff. The Three Unknown Named Officers of the City of West Allis did so maliciously, in bad faith, and without probable cause by withholding evidence from the plaintiff. The resulting probation hold and criminal prosecution did falsely imprison the plaintiff until September of 2021 when the blood analysis results returned negative of any intoxicant. While falsely imprisoned and as a result of the defendants abuse of process the plaintiff suffered injuries to the head and face as he was battered by an inmate with a metal cane, he suffered grave mental and emotional distress, and monetary damages in the form of lost wages, loss of his career, and loss of an apartment.

B) The Three Unknown Named Officers of the City of West Allis Police Department acted under state law to deprive the plaintiff of his Fourth and Fourteenth Amendment rights - guaranteed by the Wisconsin Constitution, Article 1, § 1, 9, & 11. The plaintiff was falsely imprisoned a violation of Wis. Stat. § 940.30 and 92 uses § 1983 See Bivens v. Unknown Named 87

## CLAIM 2 - MALICIOUS PROSECUTION

A) On or about April 28<sup>th</sup> of 2021 the Three Unknown Named Officers of West Allis Police Department did, with malicious intent improperly conduct a field sobriety test on the plaintiff in order to artificially create probable cause and used their position as law enforcement to improperly commence criminal proceedings on the plaintiff. The three Unknown Named Officers X, Y, and Z did, maliciously and without probable cause, charge the plaintiff with Operating while Intoxicated (OWI) offense despite the plaintiff completing the Field Sobriety Tests and PBT without error. The charge resulted in the plaintiff's arrest and false imprisonment in Milwaukee County Jail and judicial proceedings which terminated in September of 2021 in favor of the plaintiff. The defendant's charge resulted in false allegations in the plaintiff's subsequent probation revocation hearing which also terminated in September of 2021 in the favor of the plaintiff. The plaintiff was injured physically, by another inmate during his imprisonment as a direct result of the malicious prosecution by the Three Unknown Named Officers of West Allis Police Department. The plaintiff did suffer financial hardship as a result of losing his job, his apartment, being disrespected in the community, and not being able to work during the period of his confinement. The plaintiff was damaged physically, emotionally, mentally, and financially as a direct result of the Three Unknown Named Officers of the City of West Allis Police Department who responded to the plaintiff's car accident.

B) The responding Three Unknown Named Officers of the City of West Allis Police Department subjected the plaintiff to an unlawful, illegal, and excessive detention in violation of Fourth Amendment rights as a consequence of a maliciously initiated judicial proceeding. They acted under the color of law and in violation of 42 U.S.C. § 1983 and 18 § 1525. See Ulmer v. Chicago S.N.W.R. Co., 257 Wis 228; Lewis v. Malen, 949 F. Supp.



### CLAIM 3 - DEFAMATION

A) Three Unknown Named Officers of the City of West Allis Police Department, on or about April 28<sup>th</sup> of 2021 did falsely arrest, charge, and imprison the plaintiff with Operating While Intoxicated Fifth Offense and in doing so they signed and submitted reports and affidavits available publicly at the county and Municipal levels. As the vehicle which was involved in the reports was a business owned vehicle, this false charge subjected the plaintiff unnecessarily and maliciously to hatred, contempt, ridicule, and disgrace in society and in the business or occupation of the plaintiff. Records of the false charge were published on the Wisconsin Circuit Court Online Database (CCAD) and were publicly available for many months. As a result the plaintiff lost his job, was defamed in the community, suffered mental and emotional distress, a loss of wages, wage increases, benefits from employment, and was forced to change careers because of his inability to get and keep a job in his previous career.

B) The Three Unknown Named Officers of the City of West Allis Police Department acted under color of law in violation of Wis. Stat. § 942.01(2) and contrary to the plaintiff's Fourteenth Amendment rights to be free of deprivations of life, liberty, and property. They acted individually and in their capacities as Police Officers of the City of West Allis Police Department, guilty of violating 42 U.S.C. § 1983. See Van Straten v. Milwaukee Journal Newspaper Publishers (51 Wis 2d 705, 712, 717 NW2d 105, 108 (Ct. App 1981))

### CLAIM 4 - NEGLIGENCE & FAILURE-TO-PROTECT

A) Between April 28<sup>th</sup> of 2021 and September of 2021 the plaintiff volunteered to assist the Correctional Officers of the Milwaukee County Jail Department, - COJ in their daily duties through the inmate worker program Defendant Corne  
89

Solomon Lanis was housed in pod 4D, on discipline, while the plaintiff was cleaning and assisting with food service a CDF Corrections Officer did punish Solomon Lanis with a metal cane. A CDF Corrections Officer did improperly restrain Solomon Lanis with shower restraints. Correctional Officer Cornhag did not close the outer pod door prior to releasing the inmate Solomon Lanis from his cell. Corrections Officer Cornhag was aware of the threat posed by inmate Solomon Lanis as he has multiple batteries by prisoner on his record as was on discipline for this reason. Correctional officer Cornhag was aware of prior threats made to hurt the plaintiff by inmate Solomon Lanis. Correctional Officer Cornhag had a duty to protect the plaintiff as an inmate and a volunteer. The Milwaukee County Jail Downtown Facility (CJF) has a duty to protect its inmates and volunteers from excessive force. Due to negligence on the part of Correctional Officer Cornhag and policy of negligence instituted by the Milwaukee County Jail Downtown Facility (CJF) the plaintiff was battered in his face with a metal cane by Solomon Lanis. The plaintiff suffers a large laceration requiring immediate medical attention, bruising to the eyes and face, leaving a disfiguring scar. The injury required multiple medical procedures to correct. Scars requires more. The plaintiff is traumatized daily by the scarring scars and mental anguish from the horrifying incident plaguing him to this day. The inmate Solomon Lanis has been charged with battery by prison but to this day CJF nor Correctional Officer Cornhag have been brought to justice for their deliberate negligence.

B) Due to Negligent policy instituted by Milwaukee County Jail Downtown Facility, - CJF and Negligence in his duties of care as a correctional officer, Correctional Officer Cornhag did fail to protect the plaintiff and caused him to be seriously injured in violation of the plaintiff's Fourteenth Amendment rights to be free from excessive force. 90

## V. RELIEF YOU REQUEST

The plaintiff demands the following relief jointly and severally against all the defendants:

### A.) COMPENSATORY DAMAGES

- 1.) Actual lost wages during the period of confinement amounting to \$40,000.00 and an additional \$7,500.00 for time spent finding new employment after his release and the resulting loss of \$3.00/hour.
- 2.) The costs of \$5,000.00 incurred due to defaulting on a lease agreement, losing his apartment and all the furniture inside it. An additional \$50,000.00 to compensate the resulting homelessness directly attributed to the plaintiff being evicted as caused by the defendants.
- 3.) \$100,000.00 for medical expenses required to eliminate the bruising and scars from the battery sustained by the defendant's negligence and failure to protect the plaintiff.
- 4.) Legal fees amounting to \$40,000.00 for legal consulting, litigation, time spent researching, and court costs associated with both the proceeds initiated by the malicious prosecution. An additional \$15,000.00 for costs that will be incurred from this case.

### B.) PUNATIVE DAMAGES

Due to the immense mental anguish of being disgraced in the community in which he has grown up in, forced into confinement under false pretenses, from enduring physical punishment, emotional trauma from ridicule through the experience, the pain and suffering of having been physically and emotionally abused at the fault of another the plaintiff demands \$250,000.00 in punitive damages so that he may recover emotionally and that the people and organizations responsible may be duly punished.

C) To prevent and deter such future unlawful conduct, I, Elliot H Brown do request State and Local police policy to be affected in that charges are not inflicted and published until positive test results are determined in cases where a PBT field sobriety test is negative.

I declare under penalty of perjury that the following is true and correct.

Name: Elliot H. Brown  
Signed: Elliot Brown  
Date: 04/08/2024

Signed before me on 4/8/24

Jonathan Westberg  
Waukesha County  
Expires 10/15/26

JONATHAN WESTBERG  
Notary Public  
State of Wisconsin



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

Elliot H Brown  
Plaintiff,

CASE No. 24-cv-449

v.  
Unknown Officers, et al,  
Defendants,

To Elliot H Brown

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, 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 date when this request was sent. If I fail to do so, a default judgement will be entered against me or the entity I represent.

DATE \_\_\_\_\_

\_\_\_\_\_  
signature of attorney or unrepresented party

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
email address

\_\_\_\_\_  
Telephone Number

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

Elliot H Brown  
Plaintiff,

CASE No. 24-cv-449

v.  
Unknown Officers, et al,  
Defendants,

To Elliot H Brown

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.

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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 date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

DATE \_\_\_\_\_

\_\_\_\_\_  
signature of attorney or unrepresented party

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
email Address

\_\_\_\_\_  
Telephone Number



CLAIMANT CONTACT INFORMATION

Name: Lawrence Heacox Phone: 262-786-5797  
Address: 13603 W Honey Ln Email: lheacox420@yahoo.com  
New Berlin, WI 53151

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: 11/24/2023 Time of day: 01:30  
Location: 61 st & Washington St

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.

Failure to have a stop sign in place on 61st for northbound traffic - caused a vehicle to crash into my truck.

My truck was towed from the accident and repairs (\$12,137.48) were completed on 1/31/2024.

No collectible insurance for loss of use while my vehicle was being repaired.

I am seeking reimbursement for vehicle rental, in the amount of \$2,745.18.

Enterprise billing consisting of 3 pages is attached.

Report #23-045405

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: Lawrence Heacox Date: 03/22/2024

CLAIM AMOUNT

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

The total amount sought is: \$ 2,745.18

SAVE

PRINT



City Attorney's Office  
 attorney@westalliswi.gov  
 Office: 414.302.8450  
 Fax: 414.302.8444

**Kail Decker**  
 City Attorney  
**Nicholas S. Cerwin**  
 Deputy City Attorney  
**Rebecca Monti**  
 Principal Assistant City Attorney

May 14, 2024

West Allis Common Council  
 7525 West Greenfield Avenue  
 West Allis, WI 53214

RE: Monthly Claims Report – May 21, 2024

Dear Common Council:

Pursuant to §2.15(3)(b) of the West Allis Revised Municipal Code, I am submitting the following report of claims paid and claims recommended for disallowance for the month identified above.

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Deon Duke	6/2/23	24,000.00	2023-0508	23-1360
“	“		2024-0134	23-1360

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Lawrence Heacox	11/24/23	2,746.18	2024-0270	23-2503

Any claims in excess of \$10,000 are reported out separately for the committee and council's consideration. I ask that this report be accepted and placed on file.

For additional information on any of the above-reference claims, please do not hesitate to contact my office.

Sincerely,

Rebecca Monti  
 Principal Assistant City Attorney

cc: City Clerk





MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Milwaukee		County Code Number 40		Report for Month/Year April 2024	
Municipal Name West Allis Municipal Court		Municipal Code Number 292		Telephone Number 414-302-8181	
I. MUNICIPAL COURT OFFICIAL		Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)		\$ 69,103.73	\$ 69,103.73		
Adjustment (if applicable)		\$ .00	\$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.55, Stats.)		\$ 19,647.71	\$ 17,048.62		\$ 2,599.09
Adjustment (if applicable)		\$ .00	\$ .00		\$ .00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 15,201.12			\$ 15,201.12
Adjustment (if applicable)		\$ .00			\$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 5,191.18		\$ 5,191.18	
Adjustment (if applicable)		\$ .00		\$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 9,305.44		\$ 4,440.51	\$ 4,864.93
Adjustment (if applicable)		\$ .00		\$ .00	\$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 6,744.96			\$ 6,744.96
Adjustment (if applicable)		\$ .00			\$ .00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)		\$ .00			\$ .00
Adjustment (if applicable)		\$ .00			\$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$ .00	\$ .00		\$ .00
Adjustment (if applicable)		\$ .00	\$ .00		\$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)		\$ 575.94		\$ 575.94	
Adjustment (if applicable)		\$ .00		\$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)		\$ .00			\$ .00
Adjustment (if applicable)		\$ .00			\$ .00
11. Safe Ride Program (s. 85.55, Stats.)		\$ 860.22			\$ 860.22
Adjustment (if applicable)		\$ .00			\$ .00
12. Totals		\$ 126,630.30	\$ 86,152.35	\$ 10,207.63	Pay This Amount \$ 30,270.32

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul M. Murphy Signature: Paul M. Murphy Date: 5-4-2024

III. TREASURER'S CERTIFICATION

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

Treasurer: Corinne Zurad Date: 5-13-2024

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

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

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0249**

**SUBSTANTIAL AMENDMENT TO THE FY 2017 AND FY 2019-FY 2023  
COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLANS, RELATIVE  
TO ALLOCATING \$944,918 OF UNPROGRAMMED FUNDS TO THE FY 2023  
COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY, INCREASING THE  
ACTIVITY BUDGET FROM \$102,185 TO A TOTAL OF \$1,047,103**

**WHEREAS**, the Common Council has approved the FY2017 and FY2019-FY2023 Community Development Block Grant Annual Action Plans under Resolutions R-2016-0271, R-2019-0402, R-2020-0293, R-2021-0157, R-2021-0665, R-2023-0611 respectively; and

**WHEREAS**, the Community Development Block Grant (CDBG) program has accumulated unprogrammed and unallocated CDBG funds from years 2017 through 2023; and

**WHEREAS**, the City has experienced an increased in community demand for the revitalization of parks and public facility activities with the potential to create healthy, safe, and vibrant communities for low to moderate income people; and

**WHEREAS**, the Liberty Heights Pavilion Park is an eligible activity for Community Development Block Grant (CDBG) funds

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby amends:

FY2017 and FY2019-FY2023 Community Development Block Grant Annual Action Plans, B-17-MC-55-0011, B-19-MC-55-0011, B-20-MC-55-001, B-21-MC-55-0011, B-22-MC-55-0011, and B-23-MC-55-0011 to allocate \$944,918 of unprogrammed funds to the FY 2023 Liberty Heights Park Pavilion Activity.

**SECTION 1:**        **ADOPTION** “R-2024-0249” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0249(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

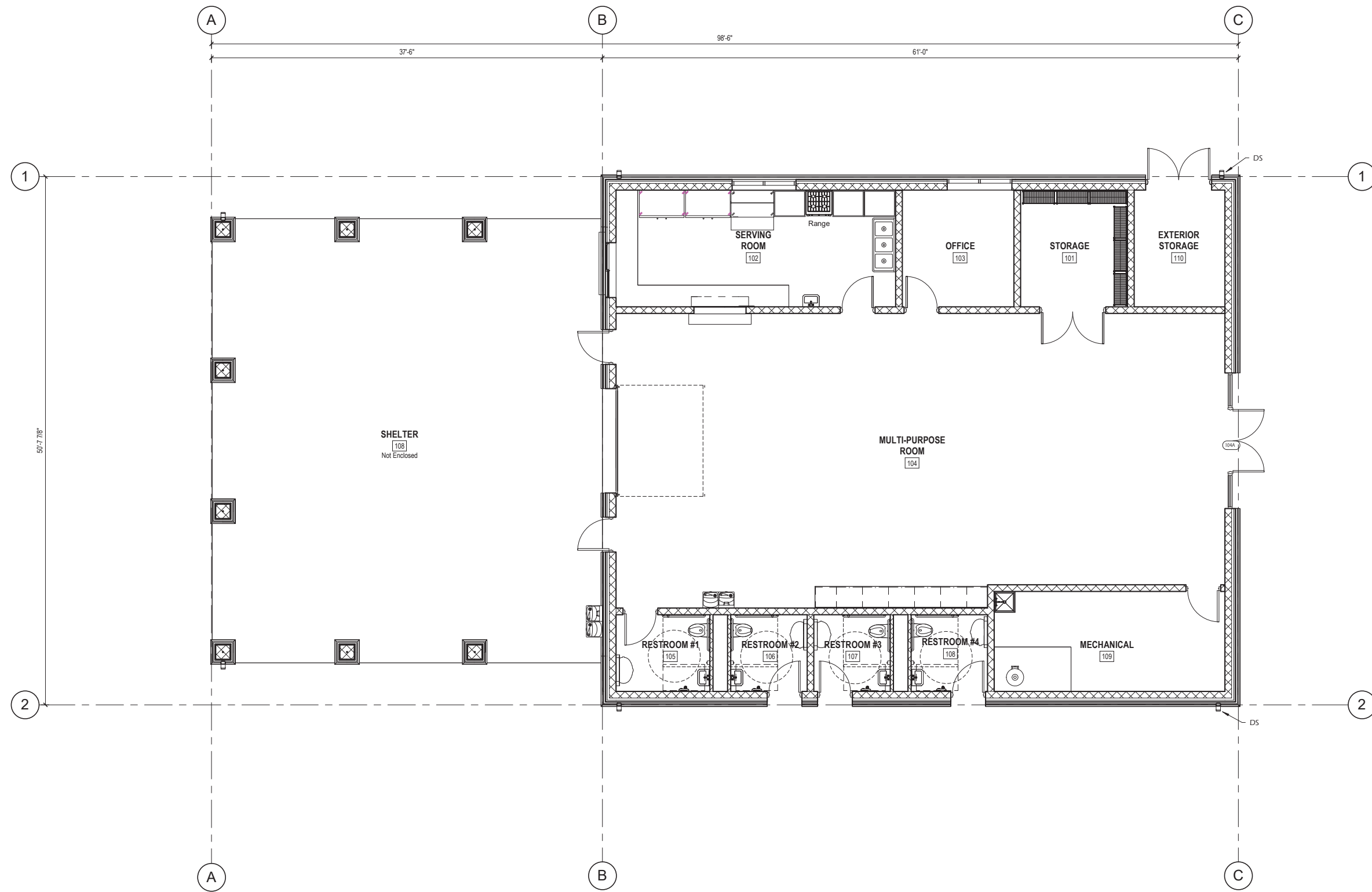
Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis





**ARCHITECTURAL NOTES**

1. FLOOR ELEVATION 100'-0" = SITE DATUM ELEVATION XXXXX FT.
2. ALL EXTERIOR DIMENSIONS TO WALL CONSTRUCTION ARE TO FACE OF FOUNDATION, CMU OR PRECAST, TYPICAL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR DIMENSIONS TO WALL CONSTRUCTION ARE TO FACE OF CMU OR PRECAST.
4. DIMENSIONS FOR DOOR AND WINDOW OPENINGS ARE TO ROUGH OPENING.
5. HOLLOW METAL DOOR ROUGH OPENINGS ARE INDICATED DOOR WIDTH PLUS 2" FRAME EACH SIDE.

**1 FLOOR PLAN**  
A201 3/16" = 1'-0"

**LIBERTY HEIGHTS PARK SHELTER**

1540 S. 62ND STREET  
WEST ALLIS, WI 53214

Sheet Title  
**FIRST FLOOR PLAN**

Project Name:

Revisions:

Project #: 22.033  
Issued For: Review  
Date: 3/21/2024

Sheet Number

**A201**



STONE VENEER, M-1  
(LANNON STONE)



PREFINISHED METAL, PM-1 &  
STANDING SEAM METAL ROOF, R-1  
(PATRICIAN BRONZE)



SIDING, S-1  
(SUMMIT BLUE)



SIDING, S-2  
(COFFEE)

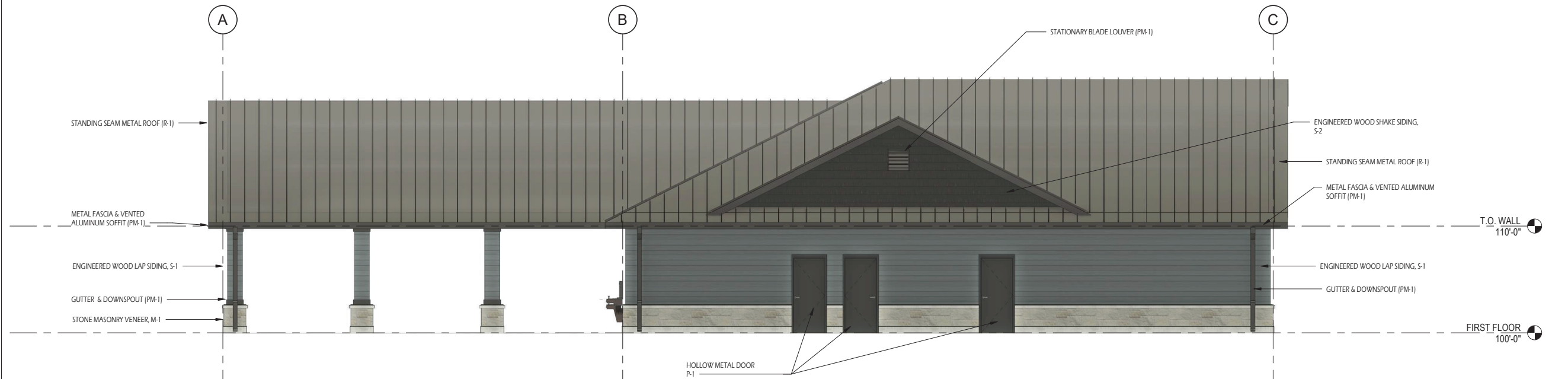
### EXTERIOR MATERIALS

MARK	DESCRIPTION	COLOR	NOTES
AA-1	ANNODIZED ALUMINUM	BLACK	
J-1	JOINT SEALANT	GREY	3
M-1	STONE VENEER	LANNON STONE	
P-1	EXTERIOR PAINT	GRAPHITE	
PM-1	PREFINISHED METAL	PATRICIAN BRONZE	
R-1	STANDING SEAM METAL ROOF	PATRICIAN BRONZE	1
S-1	ENGINEERED WOOD LAP SIDING	SUMMIT BLUE	2
S-2	ENGINEERED WOOD SHAKE SIDING	COFFEE	2

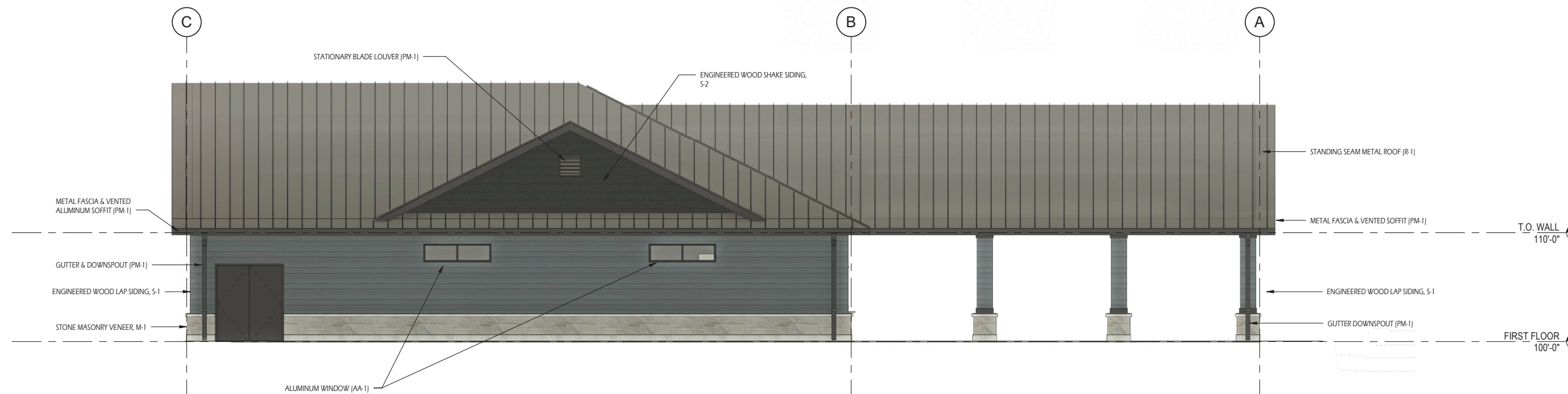
#### NOTES:

1. PAC-CLAD SNAP-CLAD, SMOOTH PANEL ROOFING. COLOR SELECTED FROM PAC-CLAD PREMIUM COLOR LINE.
2. ENGINEERED WOOD SIDING COLORS SELECTED FROM LP SMARTSIDE COLOR OPTIONS.
3. WALL JOINTS. COLOR SELECTED FROM TREMCO DYMONIC 100 STANDARD COLORS. ENGINEER TO CONFIRM FINAL COLOR AND JOINT LOCATIONS.

ALL MATERIALS AND COLORS TO BE APPROVED BY SUBMITTAL OF SAMPLES AND REVIEWED BY ARCHITECT AND OWNER.



**2 SOUTH ELEVATION - MATERIAL FINISHES**  
A310 3/16" = 1'-0"



**1 NORTH ELEVATION - MATERIAL FINISHES**  
A310 3/16" = 1'-0"





4 **NORTHEAST BUILDING RENDERING**  
A320 12" = 1'-0"



2 **SOUTHWEST BUILDING RENDERING**  
A320 12" = 1'-0"



3 **NORTHWEST BUILDING RENDERING**  
A320 12" = 1'-0"



1 **SOUTHEAST BUILDING RENDERING**  
A320 12" = 1'-0"

**PARKITECTURE  
+ PLANNING**  
901 Deming Way, Suite 102  
Madison, WI 53717  
608.886.6808



Project Name: **LIBERTY HEIGHTS PARK SHELTER**  
1540 S. 62nd STREET  
WEST ALLIS, WI 53214

Sheet Title  
**BUILDING RENDERINGS**

Revisions:

Project #:   
Issue: REVIEW  
Date: 04/12/2024

Sheet Number

**A320**





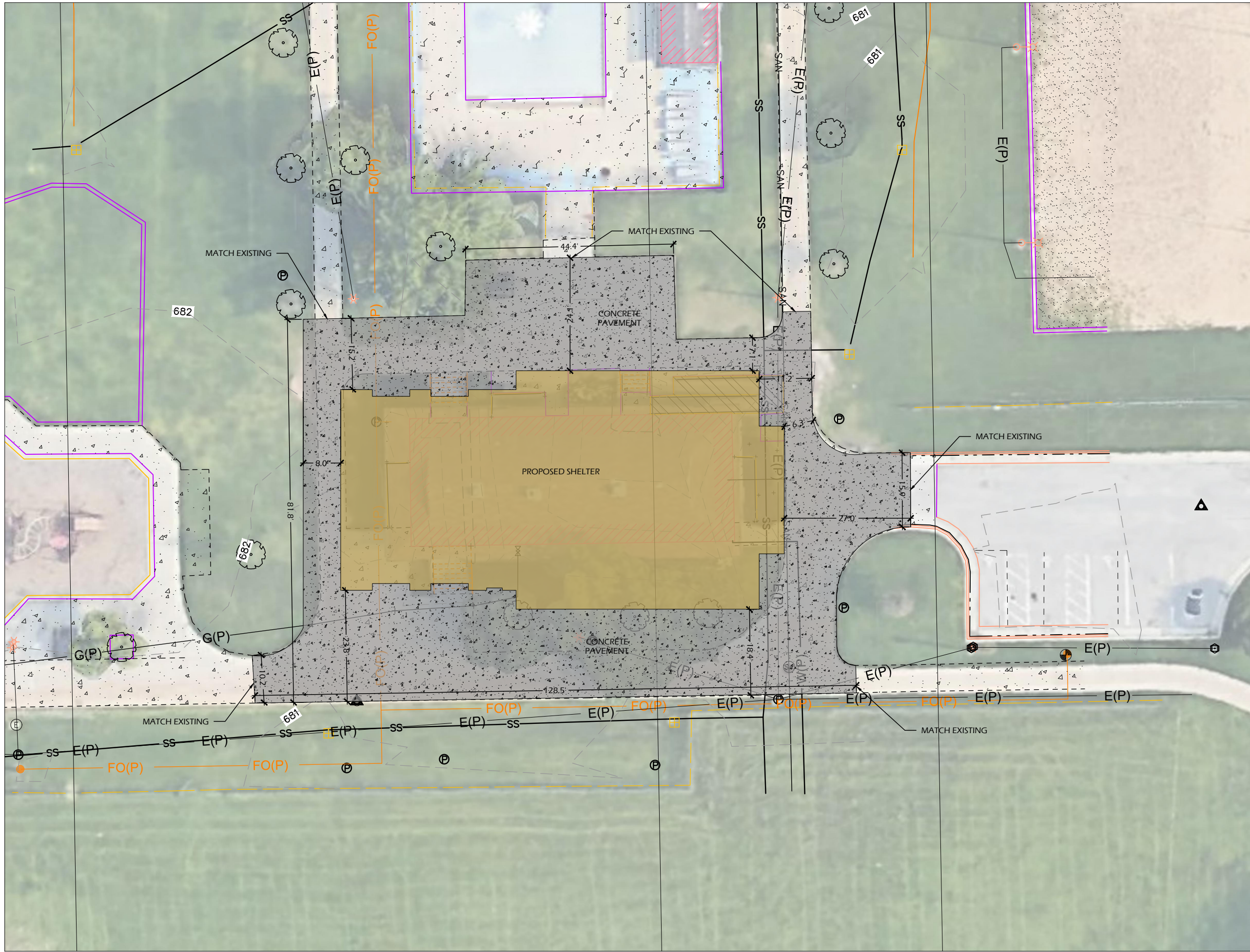
1 NIGHTTIME LIGHTING RENDERING  
 A321 12" = 1'-0"

Revisions:

--	--

Project #:  
 Issue: REVIEW  
 Date: 04/12/2024

Sheet Number  
**A321**



Project Name:  
**LIBERTY HEIGHTS PARK SHELTER**  
 1540 S. 62ND STREET  
 WEST ALLIS, WI 53214  
 Sheet Title:  
**CONCEPTUAL SITE PLAN**

Revisions:

--	--

Project #: 22.033  
 Issued For: Review  
 Date: 4/04/2024  
 Sheet Number

**C100** 105

**ONE DESIGN & ENGINEERING**  
 Est. 2020  
 202 Ash St, Cambridge, WI 53523 • 608.877.0443 • www.onedesign.com

**PARKITECTURE + PLANNING**  
 901 Denning Way, Suite 201  
 Madison, WI 53717  
 608.203.8203



**FILED**  
**12-05-2023**  
**Anna Maria Hodges**  
**Clerk of Circuit Court**  
**2023CV009079**  
**Honorable Brittany C.**  
**Grayson-16**  
**Branch 16**

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

**CITY OF WEST ALLIS**  
7525 West Greenfield Ave  
West Allis, WI 53214,

Plaintiff,

v.

Case No. 23-CV-\_\_\_\_\_  
Case Code: 30303  
Other - Contracts

**SEAGRAVE FIRE APPARATUS, LLC**  
105 East 12<sup>th</sup> Street  
Clintonville, WI 54929,

Defendant.

**SUMMONS**

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 901 North 9<sup>th</sup> Street, Milwaukee, WI 53233 and to Kail

Decker, Plaintiff's attorney, whose address is 7525 West Greenfield Avenue, West Allis, WI 53214. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of December, 2023.

CITY OF WEST ALLIS



---

Kail Decker  
City Attorney  
State Bar No. 1063074  
Attorney for Plaintiff

7525 West Greenfield Avenue  
West Allis, WI 53214  
(414) 302-8450 – Phone  
(414) 302-8444 – Fax  
[kdecker@westalliswi.gov](mailto:kdecker@westalliswi.gov)

**FILED**  
**12-05-2023**  
**Anna Maria Hodges**  
**Clerk of Circuit Court**  
**2023CV009079**  
**Honorable Brittany C.**  
**Grayson-16**  
**Branch 16**

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

**CITY OF WEST ALLIS**  
7525 West Greenfield Ave  
West Allis, WI 53214,

Plaintiff,

v.

Case No. 23-CV-\_\_\_\_\_  
Case Code: 30303  
Other - Contracts

**SEAGRAVE FIRE APPARATUS, LLC**  
105 East 12<sup>th</sup> Street  
Clintonville, WI 54929,

Defendant.

**COMPLAINT**

Plaintiff, City of West Allis, by City Attorney Kail Decker, for its Complaint against the Defendant, Seagrave Fire Apparatus, LLC, alleges as follows based upon information and belief:

PARTIES

1. City of West Allis (“City”) is a municipal corporation organized under Wis. Stat. Ch. 62, with its principal office located at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.



2. Seagrave Fire Apparatus, LLC (“Seagrave”) is a foreign limited liability company organized in the State of Delaware and registered to operate in the State of Wisconsin, with its principal office located at 105 East 12<sup>th</sup> Street, Clintonville, Wisconsin.

#### JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Seagrave pursuant to Wis. Stat. § 801.05(1)(d) and 801.05(5)(c) because Seagrave is engaged in substantial and not isolated activities within this state and this matter arises out of a promise by Seagrave to deliver or receive within this state or to ship from this state goods, documents of title, or other things of value.
4. Venue is appropriate in Milwaukee County pursuant to Wis. Stat. § 801.50(2)(a) and by stipulation of the parties under Wis. Stat. § 801.52.

#### FACTUAL BACKGROUND

5. On or about June 10, 2021, Seagrave provided to City a proposal to sell to City a firefighting apparatus known as a Custom Marauder II pumping engine, Model TB50CA, Numbered S.O. 78L80 (“Engine”).
6. The Engine is a custom-built piece of firefighting equipment that is unique to the City’s specifications.
7. On July 13, 2021, the common council for City adopted Resolution R-2023-0415, which authorized the purchase of the Engine under the terms of the purchase agreement.
8. No later than September 22, 2021, the parties, through authorized representatives, executed an agreement that stated City would acquire the Engine from Seagrave for \$684,997.00 and the Engine was to be ready for delivery within 420 calendar days after receipt of the complete defined order. A copy of the purchase agreement is attached and marked **“Exhibit A.”**

9. The parties mutually agreed to specifications, change order documents, and approval drawing signed by the authorized representative of City on or before November 17, 2021.
10. City has substantially complied with all relevant provisions of the purchase agreement and intends to accept the Engine and make payments as they become due.
11. According to Section 3 of the purchase agreement, Seagrave had a duty to deliver the Engine to the West Allis Fire Department at 7332 West National Avenue, West Allis, Wisconsin, no later than January 12, 2023.
12. As of the date of filing, Seagrave has not delivered the Engine to the City.
13. In a letter dated May 2, 2023, Seagrave has declared an intention to delay performance on the contract unless City pays an additional \$102,750 above the listed contract price. A copy of the letter is attached and marked “**Exhibit B.**”
14. At no time did the City indicate to Seagrave that it intended to pay the additional \$102,750.
15. Despite Seagrave stating in May 2023 an intention to not timely perform as specified the contract, on September 28, 2023, Seagrave notified the City that the production start date for the Engine is late October 2023 with delivery expected in January 2024.
16. On September 29, 2023, despite indicating on the prior day that production wouldn't start until late October, Seagrave sent pictures to the City indicating that its Engine was already under construction.
17. In the morning of October 12, 2023, Seagrave sent additional pictures indicating that the City's Engine cab is progressing in its manufacturing.
18. In the afternoon of October 12, 2023, the City staff reminded Seagrave that no additional payment was approved by its common council and stated that the City was looking forward

to taking delivery in January 2024, which is about a year later than the deadline contemplated within the purchase agreement.

19. On October 16, 2023, Seagrave responded to the City by saying “Seagrave will place a ‘STOP ORDER’ on the production of the West Allis, WI Pumper” as a result of the City declining to pay the additional surcharge in excess of the original contract price.
20. The October 16 email from Seagrave also stated that unless some compromise is reached between the parties “the components and cab will then be used to manufacture another customers apparatus.”
21. No change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control have occurred that would justify a delay in delivery beyond the 420 calendar days.
22. Seagrave has the ability to produce and deliver the Engine but is refusing to do so unless City pays an extra \$102,750 above the contract price.
23. Seagrave has produced and delivered, and continues to produce and deliver, similar apparatuses to other customers.
24. City executed this contract to acquire the Engine for the purpose of replacing an outdated 2003 Pierce pumping engine.
25. City has attempted to mitigate damages by devoting substantial time and money to keeping the outdated Pierce pumping engine running longer than its expected useful service life.
26. City has suffered damages as a result of Seagrave failing to timely deliver the Engine including, but not limited to, direct and indirect costs to maintain the outdated Pierce pumping engine.
27. Since January 12, 2023, the expenses incurred to maintain the outdated Pierce pumping engine are reasonable expenses incident to Seagrave’s delay in delivering the Engine and

such damages were reasonably foreseeable at the time the contract was entered into as probable if the contract were broken.

28. Due to the time delay between ordering and receiving a custom-built pumping engine, the City is not able to timely procure substitute goods under Wis. Stat. § 402.712 as a result of Seagrave's breach.

#### FIRST CAUSE OF ACTION

##### BREACH OF CONTRACT

29. Paragraphs 1 to 28 are incorporated as though fully set forth.
30. Seagrave breached performance of a duty under the purchase agreement by failing to deliver the Engine to the City as promised by the due date.
31. Performance of the contract by the delivery date was intended to be of vital importance to City, and failure of Seagrave to perform on time constitutes a breach of contract.
32. Even if a failure to deliver the Engine strictly by the delivery date is not a breach of contract, the extent of time that has passed since the delivery date is more protracted than a reasonable time for delivery to occur, constituting a breach of contract.

#### SECOND CAUSE OF ACTION

##### BREACH OF DUTY OF GOOD FAITH

33. Paragraphs 1 to 32 are incorporated as though fully set forth.
34. Seagrave had an obligation to deal in good faith when contracting to produce and deliver the Engine within 420 days.
35. Seagrave breached the contract's good faith obligation by indicating that the City's Engine was being actively manufactured under the incorrect assumption that the City would pay the additional \$102,750 and then indicating that the partially manufactured Engine will be

sold to another customer when the City reminded Seagrave that no additional payment was approved.

36. Seagrave presented a partially assembled apparatus to City as though it was constructed from the beginning for City, but that apparatus was generically assembled to induce City into paying the additional requested amount.
37. Seagrave's failure to act in good faith has had the effect of injuring the rights of City to receive the benefits of the contract.
38. Other third parties who agree to amend their contracts to more favorable terms for Seagrave are receiving their equipment first.

#### DEMAND FOR RELIEF

Wherefore, Plaintiff, City of West Allis, requests that the Court enter judgment as follows:

- A. An order for specific performance of the contract by requiring Seagrave to manufacture and deliver the Engine as soon as practicable for the agreed upon price.
- B. An order for incidental damages resulting from Seagrave's breach in an amount equal to the reasonable expenses incident to the delay or other breach.
- C. If specific performance is not ordered, an order for damages for nondelivery or repudiation consistent with Wis. Stat. § 402.713.
- D. If specific performance is not ordered, an order for damages for loss of expectation in the amount which will compensate the City for the difference between the price paid to obtain a different pumping engine and the price of the Engine originally established within the contract with Seagrave.
- E. An order allowing the City to deduct all or any part of the damages awarded in this matter from any part of the price still due under the same contract.

F. An award of all litigation costs incurred by City in this action, including the reasonable fees of its attorneys.

G. Such other and further relief as the Court deems appropriate and just.

Dated this 5<sup>th</sup> day of December, 2023.

CITY OF WEST ALLIS



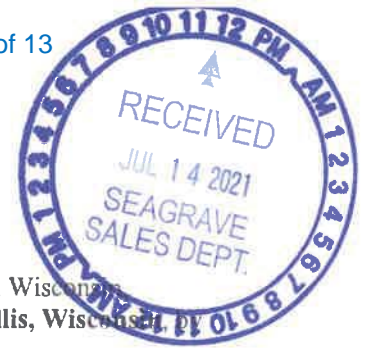
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Kail Decker  
City Attorney  
State Bar No. 1063074  
Attorney for Plaintiff

7525 West Greenfield Avenue  
West Allis, WI 53214  
(414) 302-8450 – Phone  
(414) 302-8444 – Fax  
[kdecker@westalliswi.gov](mailto:kdecker@westalliswi.gov)

# EXHIBIT A

## CONTRACT



**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **West Allis Fire Department of Wisconsin, West Allis, Wisconsin**, its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave model TB50CA Marauder Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **420** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:
 

**West Allis Fire Department  
7332 West National Ave.  
West Allis, WI 53214**
4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **Six Hundred Eighty-Four Thousand, Nine Hundred Ninety-Seven Dollars (\$684,997.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**



5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

*Seagrave Fire Apparatus, LLC  
7285 Solutions Center  
Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Milwaukee County, Wisconsin.
10. Seller and Purchaser Indemnifications:
  - 10.1. Seller Indemnification. Seller herein agrees to indemnify and hold Purchaser, its elected officials, employees, agents and volunteers free and harmless from any liability for losses, claims, injury to or death of any person resulting from the negligent acts or omissions in the design, engineering and manufacture/assembly of the Apparatus and Equipment.
  - 10.2. Purchaser Indemnification. Purchaser herein agrees to indemnify and hold the Seller, its officers, employees, directors, shareholders, agents and lenders free and harmless from any liability for losses, claims, injury to or death of any person arising out of or resulting from the Purchaser's, its elected officials', employees', agents' and volunteers' use, operation or possession of the Apparatus and Equipment, but only to the extent caused by the negligent acts or omissions of the Purchaser, its elected officials, employees, agents and volunteers.




10.3. Mutual Indemnification Survival Provision. The indemnification provisions provided in this Section 10. shall survive the performance of this Agreement, including delivery of the Apparatus and Equipment by the Seller and payment by the Purchaser.

- 11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
- 12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 6 day of July 2021.

**WEST ALLIS FIRE DEPARTMENT OF WISCONSIN ("Purchaser")**

By Jason Schaak   
Title Assistant Chief  
Purchaser

By Rebecca N. Hill  
Title July 13, 2021  
Purchaser

**SEAGRAVE FIRE APPARATUS, LLC ("Seller")**

By   
**Ulisses D. Parmeziani**

Title: **President and Chief Executive Officer**  
Seller

Date of Acceptance: 09/22/2021

**EXHIBIT B****SEAGRAVE FIRE APPARATUS, LLC**

May 2, 2023

**RECEIVED****MAY 05 2023****WEST ALLIS  
FIRE DEPARTMENT**

West Allis Fire Department  
Attn: Jason Schaak, Assistant Chief  
7332 West National Avenue  
West Allis, WI 53214  
Email: [jschaak@westalliswi.gov](mailto:jschaak@westalliswi.gov)

Re: Contract for One (1) Custom Fire Apparatus Model TB50CA and Numbered  
S.O. 78L80 (the "Apparatus")

Dear Chief Schaak:

We are reaching out to advise you that the manufacture and delivery of your Apparatus at the original quoted price has become commercially impracticable. We have experienced severe shortages of materials and labor and severe increases in costs for materials, freight, and labor. These shortages, increases and related disruptions have occurred and persisted to a degree that could not have been reasonably anticipated at the time your Apparatus was priced.

Seagrave greatly values your business and is committed to manufacturing custom fire apparatus of the highest quality. We want to work with you to achieve the best possible result under these unprecedented conditions. We ask that you accept a material price increase in the amount of \$102,750 over the contract price.

The decision to request your acceptance of a material price increase has come only after much consideration and extensive efforts to mitigate the impact of these unprecedented disruptions in the supply chain and the labor market.

Dennis Warren, Director – National Sales, or Todd Fell, Regional Sales Manager, will reach out to you to discuss this request and address questions or concerns you may have. We will be glad to provide additional information to help you with this decision.

We kindly ask for your response to this request within 30 days from this letter. After this time, we will assume that you are electing to wait longer for your unit to be produced.

We thank you in advance for your cooperation to help us complete the build of your unit as quickly as possible.

Sincerely,

Seagrave Fire Apparatus, LLC

Ulisses Parmeziani  
President & CEO

cc: Dennis Warren, Director - National Sales  
Brett Romberg, Sales Representative

**CITY OF WEST ALLIS  
ORDINANCE O-2024-0018**

**ORDINANCE TO REQUIRE LEAD SERVICE LINE REPLACEMENT AND  
AUTHORIZE FINANCIAL ASSISTANCE TO PROPERTY OWNERS**

**CREATING SECTION 15.034**

**WHEREAS**, Wis. Stat. 62.11(5) says the council shall have power to act for the health, safety, and welfare of the public and lead service lines have the potential to leach lead into drinking water, causing elevated lead levels in drinking water which have been determined to cause health problems in young children, pregnant women and their unborn children, and adults; and

**WHEREAS**, Wis. Stat. 66.0627(8)(ag) says the City may make a loan, or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged financing, to an owner of a premises for the purpose of replacing customer-side water service lines containing lead, but only if the City requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that customer-side water service line; and

**WHEREAS**, Wis. Stat. 196.372(2) says the water utility may provide financial assistance to the owner of a property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead if 1) the City requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that customer-side water service line, 2) any lead-containing portion of the utility-side water service line or water main pipe is replaced at the same time as the customer-side water service line is replaced, and 3) the public service commission has approved under Wis. Stat. 196.372(3);

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

**SECTION 1:**            **AMENDMENT** “15.04 Laterals And Service Pipes” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

15.~~04~~032 Laterals And Service Pipes

**SECTION 2:**            **ADOPTION** “15.034 Lead Service Line Replacement” of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

15.034 Lead Service Line Replacement(*Added*)

1. Replacement Required. The owner of a property located in the city that is serviced by a customer-side water service line containing lead shall, within 45 days after receiving notice, replace that customer-side water service line with a service line that does not contain lead if all the following conditions are met:
  - a. The water utility is able to provide financial assistance to the owner of the property for the purpose of assisting the owner in replacing that customer-side water service lines.
  - b. The utility-side water service line and the water main pipe that are connected to the customer-side water service line does not contain lead or will be replaced at the same time as the customer-side water service line is replaced
  - c. The public service commission has approved the financial assistance under Wis. Stat. 196..372(3).

2. Financial Assistance

- a. Subject to availability of funds, the City may offer financial assistance up to the actual cost of replacing customer-side water service lines containing lead in the form of a grant, loan, or agreement regarding loan repayments to a 3rd party for owner-arranged financing.
- b. A property owner seeking financial assistance under the subsection shall submit a completed application in a form approved by the water utility. A property owner is eligible for financial assistance only if that person agrees to have the work done by a pre-qualified plumbing contractor or consents to have a City of West Allis municipal plumbing contractor enter the property to perform the work.
- c. At the request of the property owner, any financial assistance payment may be made to the plumbing contractor that performed the work in lieu of the property owner.
- d. Financial assistance shall be prioritized based the list below, from highest priority to lowest:

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

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

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

**SECTION 3: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 4: EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0251**

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

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

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

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

**WHEREAS**, Holtz wishes to renew the agreement for 2024 with hopes to enter into a long-term agreement:

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

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

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

**SECTION 1:**        **ADOPTION** “R-2024-0251” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0251(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis



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

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

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

WHEREAS, on December 13, 2022 the Parties agreed to allow Holtz to use the pedestrian mall for private events hosted at The Deco in exchange for Holtz providing amenities to the pedestrian mall for others to use when no private events are occurring; and,

WHEREAS, Holtz wishes to renew the agreement for 2024 with hopes to enter into a long-term agreement:

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

1. The term of this Agreement shall commence on May 21, 2024 and end on October 31, 2024 (“Term”).
2. Between the date of this Agreement and the beginning of the Term, Holtz shall provide improvements to the pedestrian mall by installing seating, tables, decorations, umbrellas and lighting (“Amenities”) in a manner consistent with the diagram attached and marked as **Exhibit A**.
3. During the Term, Holtz shall maintain the pedestrian mall and all Amenities by fixing or replacing damaged or non-functioning Amenities, removing refuse, cleaning, storing or securing items that are not permanently affixed to the ground, removal of ice and snow, and keeping the space tidy and available for use by the public.
4. During the Term, Holtz shall cause barriers to be installed at the north and south ends of the pedestrian mall of a type approved by the City’s engineer as the engineer’s discretion.
5. Holtz may apply for an appropriate license to serve alcohol at the pedestrian mall. Holtz may only serve alcohol at the pedestrian mall to the extent authorized under an issued alcohol license.
6. During the Term, Holtz may utilize the pedestrian mall for private events that exclude the general public (“Special Event”) under the following conditions:
  - a. The private event is held in conjunction with an event held at The Deco.
  - b. Holtz has obtained a special event permit for the date and time of the event that lists the pedestrian mall as the premises for that permit.
  - c. Holtz has commercially reasonable general liability insurance coverage that extends to the pedestrian mall.
  - d. The events are held on Fridays or Saturdays.
  - e. The events may not start prior to 8 a.m. and must end by 10 p.m.

7. When Holtz is not utilizing the pedestrian mall for a Special Event, the pedestrian mall and all Amenities shall remain open for use by:
  - a. The general public
  - b. City-sponsored events, and/or
  - c. The West Allis Downtown Business Improvement District
8. Termination
  - a. The City may terminate this Agreement only upon approval of the West Allis Board of Public Works and the West Allis Common Council. If the City terminates this Agreement:
    - i. The City shall provide notice to Holtz that the Agreement has been terminated.
    - ii. Holtz shall remove all Amenities provided by him to the pedestrian mall within 10 days after the date of notice.
  - b. Holtz may terminate this Agreement at any time. If Holtz terminates this Agreement:
    - i. Holtz shall provide notice to the City that the Agreement has been terminated.
    - ii. Holtz shall remove all Amenities provided by him to the pedestrian mall within 10 days after the date of notice.
9. The Parties acknowledge that this agreement constitutes a privilege under Wis. Stat. § 66.0425, and consequentially:
  - a. Holtz assumes primary liability for damages to person or property by reason of the granting of the privilege.
  - b. The provision in this Agreement constitute the conditions on the privilege imposed by the common council.
  - c. Holtz is not entitled to damages for removal of Amenities, and if Holtz does not remove the Amenities upon due notice, they shall be removed at the Holtz's expense and the cost thereof shall be imposed upon The Deco as a special charge.
  - d. Third parties whose rights are interfered with by the granting of a privilege have a right of action against Holtz only.

By signing below, the Parties agree to the terms above.

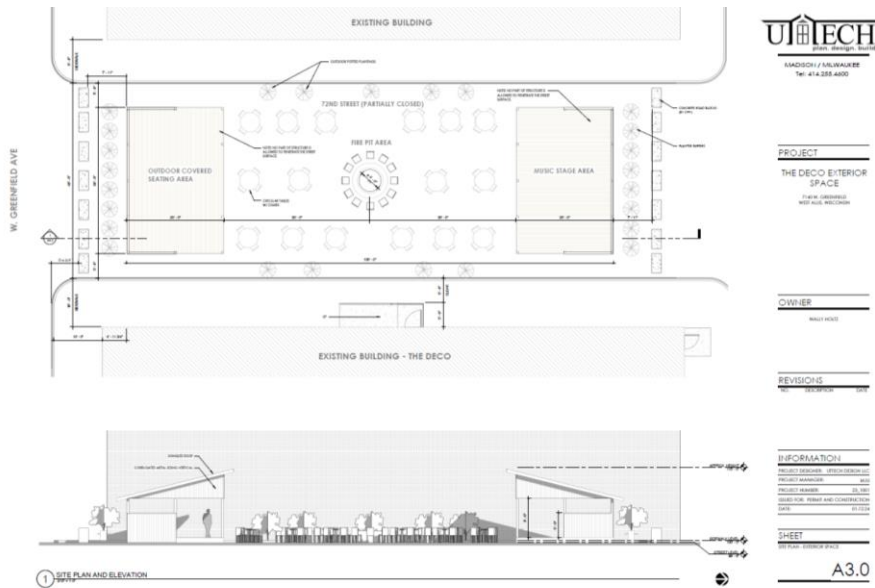
CITY OF WEST ALLIS

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

WALTER HOLTZ  
 \_\_\_\_\_  
 Date: \_\_\_\_\_



**Exhibit A**



**PROJECT:**  
**DECO EXTERIOR PLAZA**  
 7140 W. GREENFIELD WEST ALLIS, WI  
 ISSUED FOR PRICING/ PERMIT



**GENERAL CONTRACTOR:**  
**BY OWNER**  
 MILWAUKEE, WISCONSIN



**PROJECT:**  
 DECO EXTERIOR  
 PLAZA

**OWNER:**  
 Alpha HOUS  
 7140 W. Greenfield  
 West Allis, Wisconsin

**REVISIONS:**


**INFORMATION:**

PROJECT MANAGER:	UTITECH DESIGN LLC
PROJECT ARCHITECT:	UTITECH DESIGN LLC
PROJECT ENGINEER:	UTITECH DESIGN LLC
PROJECT OWNER:	Alpha HOUS
PROJECT ADDRESS:	7140 W. Greenfield West Allis, Wisconsin
PROJECT PHONE:	414.288.4800
PROJECT FAX:	414.288.4800

**SHEET:**  
 DECO EXTERIOR PLAZA  
**A0.0**

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0255**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR  
STREET CONSTRUCTION IN S. 118TH ST.; W. WASHINGTON ST. TO W.  
RAINBOW AVE. IN THE AMOUNT OF \$857,033.47**

**WHEREAS**, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2024 Project No. 3 be accepted.

**NOW THEREFORE**, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2024 Project No. 3 for the installation of concrete curb and gutter, concrete pavement, concrete sidewalk, driveway replacement, storm sewer installation and relay, water main relay, building services and utility adjustments in:

S. 118th St. from W. Washington St. to W. Rainbow Ave.

(PLAN FILE NOS. W-1460, X-943, SP-1294)

for the sum of Eight Hundred, Fifty-Seven Thousand, Thirty-Three and 47/100 dollars (\$857,033.47) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with Bond Funds, Water Utility Funds, Sanitary Sewer Funds, Storm Water Management Funds and \$124,979.22 to be funded with Capital Projects cash reserves (future reimbursement from special assessments).

**SECTION 1:**            **ADOPTION** “R-2024-0255” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0255(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0256**

**RESOLUTION TO APPROVE BID OF GREEN BAY PIPE & TV, LLC FOR CLOSED  
CIRCUIT TV INSPECTION OF SANITARY AND STORM SEWERS IN VARIOUS  
LOCATIONS IN THE CITY OF WEST ALLIS IN THE AMOUNT OF \$86,081.50**

**WHEREAS,** The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Green Bay Pipe & TV, LLC for 2024 Project No. 9 be accepted.

**NOW THEREFORE,** BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Green Bay Pipe & TV, LLC for 2024 Project No. 9 for the closed-circuit TV inspection of sanitary and storm sewers at:

Various locations in the City of West Allis

for the sum of Eighty-Six Thousand, Eighty-One and 50/100 dollars (\$86,081.50) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED that said improvements be installed with funding by Sanitary Sewer Funds & Storm Water Management Funds.

**SECTION 1:**            **ADOPTION** “R-2024-0256” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0256(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis



**CITY OF WEST ALLIS  
RESOLUTION R-2024-0258**

**RESOLUTION TO APPROVE A CONTRACT WITH RAMBOLL ENVIRON FOR  
PROVIDING REMEDIAL OVERSIGHT ASSISTANCE AT THE FORMER  
TELEDYNE SITE FOR THE CONSTRUCTION OF THE NEW PUBLIC WORKS  
FACILITY LOCATED AT 1906 S. 53RD ST., IN AN AMOUNT NOT TO EXCEED  
\$84,900**

**WHEREAS**, the property at 1906 S. 53rd St. (the “Property”) is a brownfield site based on environmental impacts and its historic use for manufacturing; and,

**WHEREAS**, the City plans to construct a new Public Works facility at the Property; and,

**WHEREAS**, based on the soil conditions and environmental impacts, professional consultant services are required to manage the soil management, vapor management, and necessary construction service activities to meet WIDNR requirements to address environment concerns; and,

**WHEREAS**, the Director of Engineering and Economic Development recommend the City enter a professional services contract to expedite the site work and construction work of the new Public Works facility.

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves a contract with Ramboll Environ for providing remedial oversight assistance at the former Teledyne site for the construction of the new Public Works facility located at 1906 S. 53rd St., in an amount not to exceed \$84,900.

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

BE IT FURTHER RESOLVED that the Economic Development Director or Director of Engineering are authorized, on behalf of the City, to execute the aforesaid contract documents.

BE IT FURTHER RESOLVED that the funding is hereby appropriated from the US EPA Brownfield Revolving Loan Fund for contracted services, Account Number 262-7204-563.30-06, and Project # D22403.

**SECTION 1:**            **ADOPTION** “R-2024-0258” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2024-0258(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**Via Email**

Mr. Patrick Schloss  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

**PROPOSAL FOR REMEDIAL OVERSIGHT ASSISTANCE AT  
THE FORMER TELEDYNE SITE IN WEST ALLIS, WISCONSIN  
IN CONJUNCTION WITH USEPA ASSESSMENT GRANT**

Dear Mr. Schloss:

In response to the City of West Allis' (the "City") request for proposal, Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present the City with this proposal to assist with remedial oversight and reporting for the former Teledyne site on West Burnham Street in West Allis, Wisconsin (the "site" or "property"). The City was awarded a United States Environmental Protection Agency (USEPA) Brownfields Revolving Loan Fund (RLF) Grant in Fiscal Year 2022. The City has issued an RLF loan to itself for the remedial planning and action for this site. The approximately 8.96-acre property is currently owned by the City who is anticipating redevelopment as a Department of Public Works (DPW) facility. We anticipate that the remedial oversight and reporting tasks will be tracked to Task 3 (Site Remediation) under the Contractual budget category of the RLF Work Plan/Budget.

The following sections of this proposal provide a brief site background, recommended scope of work, proposed schedule, cost estimate, and contract terms for this project.

**SITE BACKGROUND**

Based on prior investigations, the site was previously used for manufacturing water-cooled, and later air-cooled, engines for automotive and heavy-duty use. Based on previous environmental site investigations conducted at the site, surficial fill soils contain elevated concentrations of metals and polycyclic aromatic hydrocarbons (PAHs). Elevated concentrations of lead in soil were detected near a historical oil and paint storage area within the former manufacturing facility and in an outdoor storage area to the east of the former manufacturing facility. Chlorinated volatile organic compounds (CVOCs) were identified near the former engine test room in the southern portion of the manufacturing facility and in the former oil and paint storage area and outdoor storage area. Petroleum VOCs (PVOCs) were detected in soil and groundwater in the former oil reclamation and oil and paint storage areas. Following demolition of the site buildings and pavements, a clay cap was constructed in 2012 over soil with elevated concentrations of lead, VOCs, and PAHs above regulatory standards. Additional site investigation activities were completed by Tetra Tech in 2017 and Braun Intertec Corporation (Braun) in 2019. Prior investigations are summarized in a Site Investigation Report (SIR) dated February 16, 2021 (the

May 9, 2024

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

T +1 414 837 3607  
F +1 414 837 3608  
[www.ramboll.com](http://www.ramboll.com)

Ref. 1690030431

“2021 SIR”) and the Phase I Environmental Site Assessment (ESA) prepared by Ramboll dated April 2023. On the City’s behalf, Ramboll submitted an Interim Remedial Action Plan (IRAP), a Development at Historic Fill Site Exemption Request, and a Request to Manage Materials under Wisconsin Administrative Code (WAC) NR 718.12 or 718.15 to the Wisconsin Department of Natural Resources (WDNR) in March 2024. These were prepared in consideration of the planned redevelopment of the site as the new DPW facility.

## **PROPOSED SCOPE OF WORK**

### **Contractor Coordination and Pre-Construction Meetings**

Two members of the Ramboll project team will participate in pre-construction meetings held by the City with the contractors selected to complete both the general construction and focused environmental excavation work scopes. Those meetings took place on April 13, 2024.

### **Tank System Site Assessment (TSSA) Oversight and Reporting**

Two underground storage tanks (USTs) are known to remain at the site following site-wide demolition; one approximately 700-gallon UST located in the southeastern portion of the site and one approximately 2,200-gallon UST in the northwestern portion of the site. Ramboll will oversee the UST removal activities to be conducted by the City’s Environmental Contractor, and Ramboll will conduct a TSSA in accordance with the requirements of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) 93.580, including the collection of confirmation samples from the tank cavities. Ramboll will analyze up to six soil samples, if needed, for VOCs using laboratory Method 8260. The soil samples will be submitted to a Wisconsin-certified analytical laboratory for analysis. If soil impacts are obvious, based on field observations and soil screening, an immediate action may be conducted in accordance with WAC NR 708.05(3). Specifically, this may include removal of up to 100 cubic yards of impacted soil. If this occurs, the contaminated soil will be stockpiled on site on top of plastic sheeting and covered with plastic, pending the receipt of analytical testing results and approval for disposal at a licensed landfill. Ramboll will summarize the location of the removed USTs, the tanks’ condition at the time of removal, the extent of soil excavations, and the associated sampling results in a TSSA report. A draft of the TSSA report will be provided to the City team for their review prior to submittal to the DATCP. After addressing comments and/or questions regarding the draft TSSA report, a final version will be submitted to the DATCP.

### **Focused Remedial Soil Excavation and Confirmation Sampling**

Impacts at concentrations generally above those present across the site in non-native fill soils were identified in three areas of the site: trichloroethylene (TCE) in fill soils from an area of the former storage and training area near the southeastern corner of the site (the “TCE hot spot area”), lead in fill soils from an area of the former loading dock area near the eastern site boundary (the “lead hot spot area”), and polychlorinated biphenyls (PCBs) in soil near the former substation area in the western portion of the site. Figure 7 from the March 2023 IRAP depicts each of these locations. Impacted soils from the TCE and lead hot spot areas and the PCB area will be excavated and removed by the City’s Environmental Contractor in advance of site-wide earthwork activities. Ramboll personnel will oversee all excavation activities in the TCE, lead, and PCB areas. These excavations will extend from the ground surface in the areas indicated to the observed base of the impacted fill soil. Excavated soil will be direct-loaded into construction vehicles for off-site disposal using electronic waste manifests. The Contractor will be responsible for ensuring that all excavated soil leaving the site is properly manifested and conforms to the requirements of the waste soil profile. A log of all trucks and ticket numbers must be provided to Ramboll by the Contractor so that Ramboll can track the quantity of soil being transported from the site for off-site disposal in a landfill.

Ramboll personnel will collect confirmation soil samples from the excavation base and sidewalls in order to confirm that soil to remain in place following this targeted removal action does not contain TCE or lead at concentrations exceeding thresholds established in the IRAP. Up to 22 confirmation samples will be collected from the base and sidewalls of the TCE excavation area and will be analyzed for VOCs using USEPA Method 8260. Up to 38 confirmation samples will be collected from the base and sidewalls of the lead excavation area and will be analyzed for lead using USEPA Method 6010. Confirmation sampling will be conducted at an approximate frequency of one sample per 25 linear feet of excavation base and sidewall. Field quality assurance samples will be collected as part of confirmation sampling in accordance with the Quality Assurance Project Plan (QAPP). The confirmation samples will serve to complete the delineation of TCE and lead impacts in these areas. For the purposes of this proposal, Ramboll has assumed that excavation in the TCE and lead hotspot areas, including any necessary additional excavation in these areas should confirmation sampling indicate that remedial targets established in the IRAP were not met by the initial excavation, will not exceed 5 working days.

Soils impacted with low levels of PCBs near the former substation area will be managed with other impacted fill soils as part of site-wide earthwork activities, described below; however, soils from within the PCB excavation area shown on Figure 7 of the March 2023 IRAP will be disposed off site in a licensed landfill, if excavated, and will not be considered for on-site re-use.

### **Contaminated Soil Management Oversight**

Following the completion of targeted excavation from the TCE and lead hotspot areas discussed in the previous sections, mass grading and soil excavation for construction purposes will begin. General earthwork activities will be conducted by the City's General Contractor for the redevelopment. Soils excavated from designated areas of the site, as approved by the WDNR, will be used as structural fill or fill to achieve desired final site grade in accordance with the Request to Manage Materials under WAC NR 718.12 or NR 718.15, dated March 2024 and updated in May 2024. Soils excavated from any areas of the site not specifically approved by the WDNR for on-site re-use, including the area of PCB impacts exceeding groundwater pathway residual contaminant levels (RCLs) in the former substation area and areas containing detected concentrations of VOCs, will be disposed off site in a licensed landfill. Ramboll personnel will provide periodic oversight of excavation and stockpiling of soils to be disposed off site in a landfill and will conduct full-time oversight of soil management activities involving excavation and stockpiling of soils to be re-used on site. Ramboll's oversight effort will include screening of any suspect soil, if encountered, using a photoionization detector (PID), to confirm that soils proposed for on-site re-use are free of VOCs. Based on the location from which it is generated, excess soil will either be stockpiled in accordance with WAC NR 718 requirements for re-use elsewhere on site or eventual off-site disposal or will be direct-loaded into construction vehicles for off-site disposal using electronic waste manifests. The Contractor will be responsible for ensuring that all excess soil leaving the site is properly manifested and conforms to the requirements of the waste soil profile. A log of all trucks and ticket numbers must be provided to Ramboll by the Contractor so that Ramboll can track the quantity of soil being transported from the site for off-site disposal in a landfill. Ramboll will be on site intermittently during excavation of soil to be disposed off site to oversee soil management activities and verify the completion of the remedial action in accordance with the approved IRAP. For the purposes of this proposal, Ramboll has assumed that full-time oversight of management of soil to be re-used on site and intermittent oversight of excavation of soil for off-site disposal will not exceed a total of 30 hours.

### Remedial Action Documentation Report

Following the completion of UST removals, focused remedial soil excavation, confirmation sampling, and general earthwork activities, Ramboll will prepare an Interim Remedial Action Documentation Report (RADR). The RADR will describe the UST and soil removal and contaminated soil management activities, including the extent of UST and contaminated soil excavations and the results of the associated TSSA and confirmation sampling, as described in the March 2023 IRAP. The RADR will also include photographic documentation of removal and earthwork activities as well as landfill records documenting off-site disposal of impacted soils. A draft of the RADR will be provided to the City team for their review prior to submittal to the WDNR. After addressing comments and/or questions regarding the draft RADR, a final version will be submitted to the WDNR without a request for review. Ramboll has not included the WDNR review fee in the scope of services in this proposal. It is anticipated that following the completion of construction activities, the groundwater and sub-slab vapor sampling described in the IRAP will be conducted and the results will be summarized in a separate report to be submitted to the WDNR for review.

### SCHEDULE

Ramboll will begin efforts associated with the tasks presented immediately following approval to proceed. Pre-construction meetings took place on April 13, 2024. UST removals and targeted soil removal actions are anticipated to begin in late May 2024. Management of contaminated soil in connection with site-wide earthwork activities is anticipated to begin in June 2024. A draft RADR will be provided to the City for review within 4 to 6 weeks following the completion of site earthwork activities.

### PROJECT COST

The scope of services described herein will be completed on a time and materials basis in accordance with the Master Contract with the City, dated November 10, 2016, and the attached fee schedule, provided in our Proposal for Professional Consulting Services, dated August 24, 2022. The total estimated cost to complete the remedial oversight and reporting services, as presented herein is \$84,900.

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

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

Yours sincerely,



**Michelle M. Peters, PE**

Managing Consultant

D +1 262 901 0133  
[mpeters@ramboll.com](mailto:mpeters@ramboll.com)



**Scott W. Tarmann, PE**

Principal

D +1 262 901 0093  
[starmann@ramboll.com](mailto:starmann@ramboll.com)

**ATTACHMENT  
RATE SCHEDULE**

## Ramboll Project Fees

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

**Table 1: Labor**

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

**Table 2: Field Instruments/Equipment<sup>1</sup>**

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

Notes:

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

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

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



**CITY OF WEST ALLIS  
RESOLUTION R-2024-0261**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO ENTER INTO AN  
ENGINEERING CONSULTANT SERVICES CONTRACT WITH GEOTEST, INC.  
TO PROVIDE MATERIAL TESTING SERVICES FOR THE NEW DPW FACILITY  
IN AN AMOUNT NOT TO EXCEED \$95,253**

**WHEREAS**, the City is constructing a new Department of Public Works Facility at 1906 S. 53rd St.; and,

**WHEREAS**, the City will need professional services to perform material testing of various materials used in the construction of said facilities; and

**WHEREAS**, the City has solicited quotes from reputable firms which provide professional material testing services; and,

**WHEREAS**, five (5) proposals were received and reviewed in detail in order to make a prudent decision in regard to selecting a professional services provider for these services; an

**WHEREAS**, after the evaluation of the firms, staff is recommending that the contract be awarded to GeoTest, Inc.;

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

1. That the City Engineer is authorized to enter into an engineering consultant services contract for materials testing at the New DPW Facility with GeoTest, Inc. amount not to exceed \$95,253.
2. That the sum of \$95,253 for the New DPW Facility be and is hereby appropriated from an allocation from the federal ARPA grant, cash on hand in capital projects and utility funds, as well as debt financing. Costs will be charged under project number NEWDPW, unless otherwise assigned by the Finance Department.
3. That the City Attorney and 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 Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

**SECTION 1:**            **ADOPTION** “R-2024-0261” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2024-0261(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

**Breakdown of Services for Construction Material testing**

West Allis Department of Public Works Facility

**Earthwork Observation and Testing**

	# of visits	# of Hours	Rate	Total Cost
Compaction testing	15	60		
Laboratory testing	5	5		

**Proof-Roll Observations**

	# of visits	# of Hours	Rate	Total Cost
Subgrade proof-roll	10	20		

**Geotechnical Site Observations**

	# of visits	# of Hours	Rate	Total Cost
Foundations	26	200		

**Cast in Place Concrete Testing**

	# of visits	# of Hours	Rate	Total Cost
Concrete testing / 4 cylinders per set per visit	30	775		

**Concrete Special Inspection Observations - Pre and Post Construction**

	# of visits	# of Hours	Rate	Total Cost
Concrete Special Inspection Observations	60	120		

**Hot Mixed Asphalt Pavement Testing**

	# of visits	# of Hours	Rate	Total Cost
HMA Compaction	10	20		

**Masonry & Grout Testing**

	# of visits	# of Hours	Rate	Total Cost
Masonry and Grout	9	45		

**Structural Steel Observations**

	# of visits	# of Hours	Rate	Total Cost
Weld & Bolt Observations	15	80		

**71,020.00Alt I.Rammed Aggregate Pier Observations and Testing**

	# of visits	# of Hours	Rate	Total Cost
30 rap/day and testing assumed for 700 piles	25	10/days		

**Project Management**

	Qty	Unit Rate	Total Cost
Field Supervisor	50		

Project Manager	100		
Staff Engineer	50		
Senior Engineer	25		
Engineer Trip Charge, per visit (Vehicle Only)			

Additional cost related to the above services			
	Qty	Unit Rate	Total Cost
Other			

**Summary**

Gestra	Giles	GeoTest	Intertek PSI	Terracon
6,000.00	2,520.00	5,625	3,000	4,200.00
950	790	1,825	975	1,400.00
2,900.00	1,200.00	2,040	1,700	1,400.00
16,640.00	8,400.00	15,444	13,000	10,920.00
9,900.00	38,750.00	13,020	38,750	12,600
17,400.00	Not Certified	12,240	7,800	15,000.00
2,600.00	840	2,450	1,000	1,700.00
6,390.00	2,475.00	3,294	2,250	9,150.00

14,250.00	9,600.00	17,565	7,600	15,000
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23,500.00	22,500.00	18,100	10,000	17,750.00
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5,250.00	4,500.00	3,750	4,100	8,750.00
10,500	12,000.00	8,500	10,000	14,000.00
4,750.00	7,000.00	5250	4,100	975
4,000.00	3,750.00	3,625	3.125	5,000.00
30 per visit	0	625	50 per visit	

**Support vehicle &  
Standard  
equipment**

			10,000	
--	--	--	--------	--

Total	Total	Total	Total	Total
125,030.00	113,485.00	95,253	114,278	117,845.00

# Geo Test

## Breakdown of Services for Construction Material testing West Allis Department of Public Works Facility

### Earthwork Observation and Testing

	# of visits	# of Hours	Rate	Total Cost
Compaction testing	15	60	375	5,625
Laboratory testing	5	5	365	1,825

### Proof-Roll Observations

	# of visits	# of Hours	Rate	Total Cost
Subgrade proof-roll	10	20	204	2,040

### Geotechnical Site Observations

	# of visits	# of Hours	Rate	Total Cost
Foundations	26	200	594	15,444

### Cast in Place Concrete Testing

	# of visits	# of Hours	Rate	Total Cost
Concrete testing / 4 cylinders per set per visit	30	(775) ? -26 hr/visit?	434	13,020

### Concrete Special Inspection Observations - Pre and Post Construction

	# of visits	# of Hours	Rate	Total Cost
Concrete Special Inspection Observations	60	120	204	12,240

### Hot Mixed Asphalt Pavement Testing

	# of visits	# of Hours	Rate	Total Cost
HMA Compaction	10	20	245	2,450

### Masonry & Grout Testing

	# of visits	# of Hours	Rate	Total Cost
Masonry and Grout	9	45	548	1,644
			549	3,294

Mortar (3)  
Grout (6)

### Structural Steel Observations

	# of visits	# of Hours	Rate	Total Cost
Weld & Bolt Observations	15	80	1,171	17,565

### 71,020.00 Alt I. Rammed Aggregate Pier Observations and Testing

	# of visits	# of Hours	Rate	Total Cost
30 rap/day and testing assumed for 700 piles	25	10/days	724	18,100

### Project Management

	Qty	Unit Rate	Total Cost
Field Supervisor	50	75	3,750
Project Manager	100	85	8,500
Staff Engineer	50	105	5,250



Senior Engineer	25	145	3,625
Engineer Trip Charge, per visit (Vehicle Only)		25	625

Additional cost related to the above services			
	Qty	Unit Rate	Total Cost
Other			

# Gestra

## Breakdown of Services for Construction Material testing West Allis Department of Public Works Facility

### Earthwork Observation and Testing

	# of visits	# of Hours	Rate	Total Cost
Compaction testing	15	60	\$400.00	\$6,000.00
Laboratory testing	5	5	\$190.00	\$950.00

### Proof-Roll Observations

	# of visits	# of Hours	Rate	Total Cost
Subgrade proof-roll	10	20	\$290.00	\$2,900.00

### Geotechnical Site Observations

	# of visits	# of Hours	Rate	Total Cost
Foundations	26	200	\$640.00	\$16,640.00

### Cast in Place Concrete Testing

	# of visits	# of Hours	Rate	Total Cost
Concrete testing / 4 cylinders per set per visit	30	90	\$330.00	\$9,900.00

### Concrete Special Inspection Observations - Pre and Post Construction

	# of visits	# of Hours	Rate	Total Cost
Concrete Special Inspection Observations	60	120	\$290.00	\$17,400.00

### Hot Mixed Asphalt Pavement Testing

	# of visits	# of Hours	Rate	Total Cost
HMA Compaction	10	20	\$260.00	\$2,600.00

### Masonry & Grout Testing

	# of visits	# of Hours	Rate	Total Cost
Masonry and Grout	9	45	\$710.00	\$6,390.00

### Structural Steel Observations

	# of visits	# of Hours	Rate	Total Cost
Weld & Bolt Observations	15	80	\$950.00	\$14,250.00

### 71,020.00Alt I.Rammed Aggregate Pier Observations and Testing

	# of visits	# of Hours	Rate	Total Cost
30 rap/day and testing assumed for 700 piles	25	10/days	\$940.00	\$23,500.00

### Project Management

	Qty	Unit Rate	Total Cost
Field Supervisor	50	\$105.00	\$5,250.00
Project Manager	100	\$105.00	\$10,500.00
Staff Engineer	50	\$95.00	\$4,750.00
Senior Engineer	25	\$160.00	\$4,000.00
Engineer Trip Charge, per visit (Vehicle Only)		\$30.00	

### Additional cost related to the above services

	Qty	Unit Rate	Total Cost
Other			



**Breakdown of Services for Construction Material testing**  
West Allis Department of Public Works Facility

**Earthwork Observation and Testing**

	# of visits	# of Hours	Rate	Total Cost
Compaction testing	15	60	\$42.00	\$2,520.00
Laboratory testing	5	5	\$158.00	\$790.00

**Proof-Roll Observations**

	# of visits	# of Hours	Rate	Total Cost
Subgrade proof-roll	10	20	\$60.00	\$1,200.00

**Geotechnical Site Observations**

	# of visits	# of Hours	Rate	Total Cost
Foundations	26	200	\$42.00	\$8,400.00

**Cast in Place Concrete Testing**

	# of visits	# of Hours	Rate	Total Cost
Concrete testing / 4 cylinders per set per visit	30	775	\$50.00	\$38,750.00

**Concrete Special Inspection Observations - Pre and Post Construction**

	# of visits	# of Hours	Rate	Total Cost
Concrete Special Inspection Observations	60	120	We are not Certified	

**Hot Mixed Asphalt Pavement Testing**

	# of visits	# of Hours	Rate	Total Cost
HMA Compaction	10	20	\$42.00	\$840.00

**Masonry & Grout Testing**

	# of visits	# of Hours	Rate	Total Cost
Masonry and Grout	9	45	\$55.00	\$2,475.00

**Structural Steel Observations**

	# of visits	# of Hours	Rate	Total Cost
Weld & Bolt Observations	15	80	\$120.00	\$9,600.00

**71,020.00Alt I.Rammed Aggregate Pier Observations and Testing**

	# of visits	# of Hours	Rate	Total Cost
30 rap/day and testing assumed for 700 piles	25	10/days	\$90.00	\$22,500.00

**Project Management**

	Qty	Unit Rate	Total Cost
Field Supervisor	50	\$90.00	\$4,500.00
Project Manager	100	\$120.00	\$12,000.00
Staff Engineer	50	\$140.00	\$7,000.00

Senior Engineer	25	\$150.00	\$3,750.00
Engineer Trip Charge, per visit (Vehicle Only)			No Charge

<b>Additional cost related to the above services</b>			
	Qty	Unit Rate	Total Cost
Other			

**Breakdown of Services for Construction Material testing**  
West Allis Department of Public Works Facility

**Earthwork Observation and Testing**

	# of visits	# of Hours	Rate	Total Cost
Compaction testing - fnd/utility backfill	15	60	\$50	\$3,000
Laboratory testing - proctors	5	5	\$195	\$975

**Proof-Roll Observations**

	# of visits	# of Hours	Rate	Total Cost
Subgrade proof-roll	10	20	\$85	\$1,700

**Geotechnical Site Observations**

	# of visits	# of Hours	Rate	Total Cost
Foundations	26	200	\$65	\$13,000

**Cast in Place Concrete Testing**

	# of visits	# of Hours	Rate	Total Cost
Concrete testing /	30	775	\$50	\$38,750
4 cylinders per set per visit 120. 6"x12" cylinders			\$25	\$3,000

**Concrete Special Inspection Observations - Pre and Post Construction**

	# of visits	# of Hours	Rate	Total Cost
Concrete Special Inspection Observations	60	120	\$65	\$7,800

**Hot Mixed Asphalt Pavement Testing**

	# of visits	# of Hours	Rate	Total Cost
HMA Compaction	10	20	\$50	\$1,000

**Masonry & Grout Testing**

	# of visits	# of Hours	Rate	Total Cost
Masonry and Grout	9	45	\$50	\$2,250

**Structural Steel Observations**

	# of visits	# of Hours	Rate	Total Cost
Weld & Bolt Observations	15	80	\$95	\$7,600

**71,020.00Alt I.Rammed Aggregate Pier Observations and Testing**

	# of visits	# of Hours	Rate	Total Cost
30 rap/day and testing assumed for 700 piles	25	Regular Time - 200 hr	\$50	\$10,000
		10/days 50 OT	\$75	\$3,750

**Project Management**

	Qty	Unit Rate	Total Cost
Field Supervisor	50	\$85	\$4,100
Project Manager	100	\$100	\$10,000
Staff Engineer	50	\$85	\$4,100

Senior Engineer	25	\$125	\$3,125
Engineer Trip Charge, per visit (Vehicle Only)		\$50	

Additional cost related to the above services			
	Qty	Unit Rate	Total Cost
Other - Support Vehicle & Standard Equipment	200 trips (based on above)	\$50	\$10,000

See PSI proposal number 420992, dated March 13, 2024 for breakdown of other unit charges. This sheet must be read in conjunction with the above referenced proposal.

**Proposal for Construction Observation and Testing Services**  
 DPW Facility ■ West Allis, Wisconsin  
 April 30, 2024 ■ Terracon Proposal No. P58241033



Fee Estimate									
Materials Services									
DPW Facility - West Allis									
Terracon Proposal No. P58241033									
TASK NUMBER	SUB TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
<b>1</b>		<b>Soils/Aggregate Observations and Testing</b>							
	<b>1.1</b>	<b>Site Grading/Proofrolling</b>							
		Engineering Technician		\$ 70.00	4.00	hours	5	20.00	\$1,400.00
	<b>1.2</b>	<b>Foundation Observations (Spread Footings)</b>							
		Engineering Technician		\$ 70.00	6.00	hours	26	156.00	\$10,920.00
	<b>1.3</b>	<b>Structural Fill Compaction Testing</b>							
		Engineering Technician		\$ 70.00	4.00	hours	15	60.00	\$4,200.00
	<b>1.4</b>	<b>Sample Pickups</b>							
		Engineering Technician		\$ 70.00	4.00	hours	1	4.00	\$280.00
		Modified Proctor		\$ 350.00		tests		5.00	\$1,750.00
		Nuclear Gauge(Equipment)		\$ 50.00		days		20.00	\$1,000.00
		Vehicle Charge		\$ 10.00		day		47.00	\$470.00
		<b>Sub Total</b>							<b>\$20,020.00</b>
<b>2</b>		<b>Concrete Observations and Field Testing</b>							
	<b>2.1</b>	<b>Concrete Testing</b>							
		Engineering Technician		\$ 70.00	6.00	hours	30	180.00	\$12,600.00
	<b>2.2</b>	<b>Special Inspections</b>							
		Senior Construction Inspector/NDE Technician		\$ 125.00	4.00	hours	30	120.00	\$15,000.00
	<b>2.3</b>	<b>Sample Pickups</b>							
		Engineering Technician		\$ 70.00	2.00	hours	30	60.00	\$4,200.00
		Compressive Strength of 4" x 8" Cylinder		\$ 22.00		tests		150.00	\$3,300.00
		Vehicle Charge		\$ 10.00		day		90.00	\$900.00
		<b>Sub Total</b>							<b>\$36,000.00</b>
<b>3</b>		<b>Masonry Observation and Testing</b>							
	<b>3.1</b>	<b>Grout Testing</b>							
		Engineering Technician		\$ 70.00	4.00	hours	9	36.00	\$2,520.00
	<b>3.2</b>	<b>Sample Pickups</b>							
		Engineering Technician		\$ 70.00	4.00	hours	9	36.00	\$2,520.00
		Compressive Strength of 3x6 inch Grout Prism		\$ 30.00		tests		36.00	\$1,080.00
		Net Area, Absorption, Specific Gravity and Moisture		\$ 175.00		tests		6.00	\$1,050.00
		Compressive Strength of Masonry Block Prism (Hollow)		\$ 300.00		tests		6.00	\$1,800.00
		Vehicle Charge		\$ 10.00		day		18.00	\$180.00
		<b>Sub Total</b>							<b>\$9,150.00</b>
<b>4</b>		<b>NDE Observations and Testing</b>							
	<b>4.1</b>	<b>Structural Steel Framing</b>							
		Senior Construction Inspector/NDE Technician		\$ 125.00	6.00	hours	15	90.00	\$11,250.00
		NDE Vehicle/Equipment		\$ 250.00		trips		15.00	\$3,750.00
		<b>Sub Total</b>							<b>\$15,000.00</b>
<b>5</b>		<b>Rammed Aggregate Piers Observation</b>							
	<b>5.1</b>	<b>RAP Observations</b>							
		Engineering Technician		\$ 70.00	10.00	hours	25	250.00	\$17,500.00
		Vehicle Charge		\$ 10.00		day		25.00	\$250.00
		<b>Sub Total</b>							<b>\$17,750.00</b>
<b>6</b>		<b>Asphalt Density Observations and Testing</b>							
	<b>6.1</b>	<b>Field Density Testing</b>							
		Engineering Technician		\$ 70.00	4.00	hours	5	20.00	\$1,400.00
		Nuclear Gauge(Equipment)		\$ 50.00		days		5.00	\$250.00
		Vehicle Charge		\$ 10.00		day		5.00	\$50.00
		<b>Sub Total</b>							<b>\$1,700.00</b>
<b>7</b>		<b>Project Management</b>							
		Project Manager		\$ 140.00		hours		100.00	\$14,000.00
		Project Engineer/Senior Project Manager (APR)		\$ 175.00		hours		50.00	\$8,750.00
		Clerical		\$ 65.00		hours		15.00	\$975.00
		Senior Engineer, P E		\$ 200.00		hours		25.00	\$5,000.00
		<b>Sub Total</b>							<b>\$28,725.00</b>
		<b>Total</b>							<b>\$128,345.00</b>

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0262**

**RESOLUTION REJECTING ALL BIDS RECEIVED AS SHOWN ON THE  
ATTACHED BID REPORT FOR ROOF REPLACEMENT AT POLICE SATELLITE  
STATION, 2024 PROJECT NO. 25.**

**WHEREAS**, The Board of Public Works reports that it duly advertised for bids for Roof Replacement at Police Satellite Station as hereinafter described; and that the bids received as shown on the attached bid report were reviewed and does hereby recommend and deem it to be for the best interests of the City of West Allis that all bids for 2024 Project No. 25 be rejected;

**NOW THEREFORE**, NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that all bids for 2024 Project No. 25 for Roof Replacement at Police Satellite Station be hereby rejected and the Board of Public Works is hereby authorized and directed to place said installation plans and specifications on file and funding be moved to 2025 budget.

**SECTION 1:**        **ADOPTION** “R-2024-0262” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2024-0262(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

2024-25:Police Satellite Roof Replacement

Owner: West Allis WI, City of

Solicitor: West Allis WI, City of

05/15/2024 10:30 AM CDT

Section	Tit Line	Item	Item Code	Item Description	UofM	Quantity	Unit Price	Badger I
Base Bid Section - Required Completion								
				BASE BID A: Remove the existing roof systems to the wood deck, repair and nailing of the decking, ice & water shield, base sheet and new 25-year architectural				
		1	1	shingles. All associated flashings.	Lump Sum	1	\$28,341.00	
		2	2	ADDITIVE 1: Provide and install gutter guards for new c	Lump Sum	1	\$3,449.60	
		3	3	ADDITIVE 2: Provide and install snap-lock metal panels	Lump Sum	1	\$13,472.02	
		4	4	UNIT PRICE: Repair of wood deck	Sq. Ft.	50	\$2.34	
		5	5	UNIT PRICE: Replacement of wood deck	Sq. Ft.	50	\$2.34	
		6	6	UNIT PRICE: Replacement of tongue & groove	Lin. Ft.	50	\$5.50	
		7	7	UNIT PRICE: Repair of fascia	Lin. Ft.	50	\$5.50	
		8	8	UNIT PRICE: Replacement of fascia	Lin. Ft.	50	\$5.50	
Total Bid Adding Each Item								
Total Bid As Filled Out on Bid Sheet								



Roofing  
Extension

\$28,341.00  
\$3,449.60  
\$13,472.02  
\$117.00  
\$117.00  
\$275.00  
\$275.00  
\$275.00  
\$46,321.62  
\$50,044.14

**CITY OF WEST ALLIS  
RESOLUTION R-2024-0250**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO COMBINE THE  
EXISTING PARCELS AT 9422 W. NATIONAL AVE. (TAX KEY NO. 479-0674-003)  
AND 9440 W. NATIONAL AVE. (TAX KEY NO. 479-0676-004), INTO ONE PARCEL**

**WHEREAS**, a Certified Survey Map to combine the existing parcels at 9422 W. National Avenue (Tax Key No. 479-0674-003) and 9440 W. National Avenue (Tax Key No. 479-0676-004), into one parcel; and,

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

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map being a compilation of all of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

**SECTION 1:**        **ADOPTION** “R-2024-0250” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0250(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

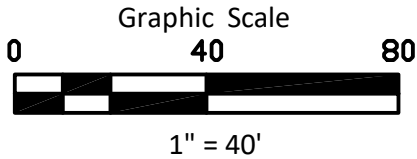
\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

# CERTIFIED SURVEY

## MAP NO. \_\_\_\_\_

All of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

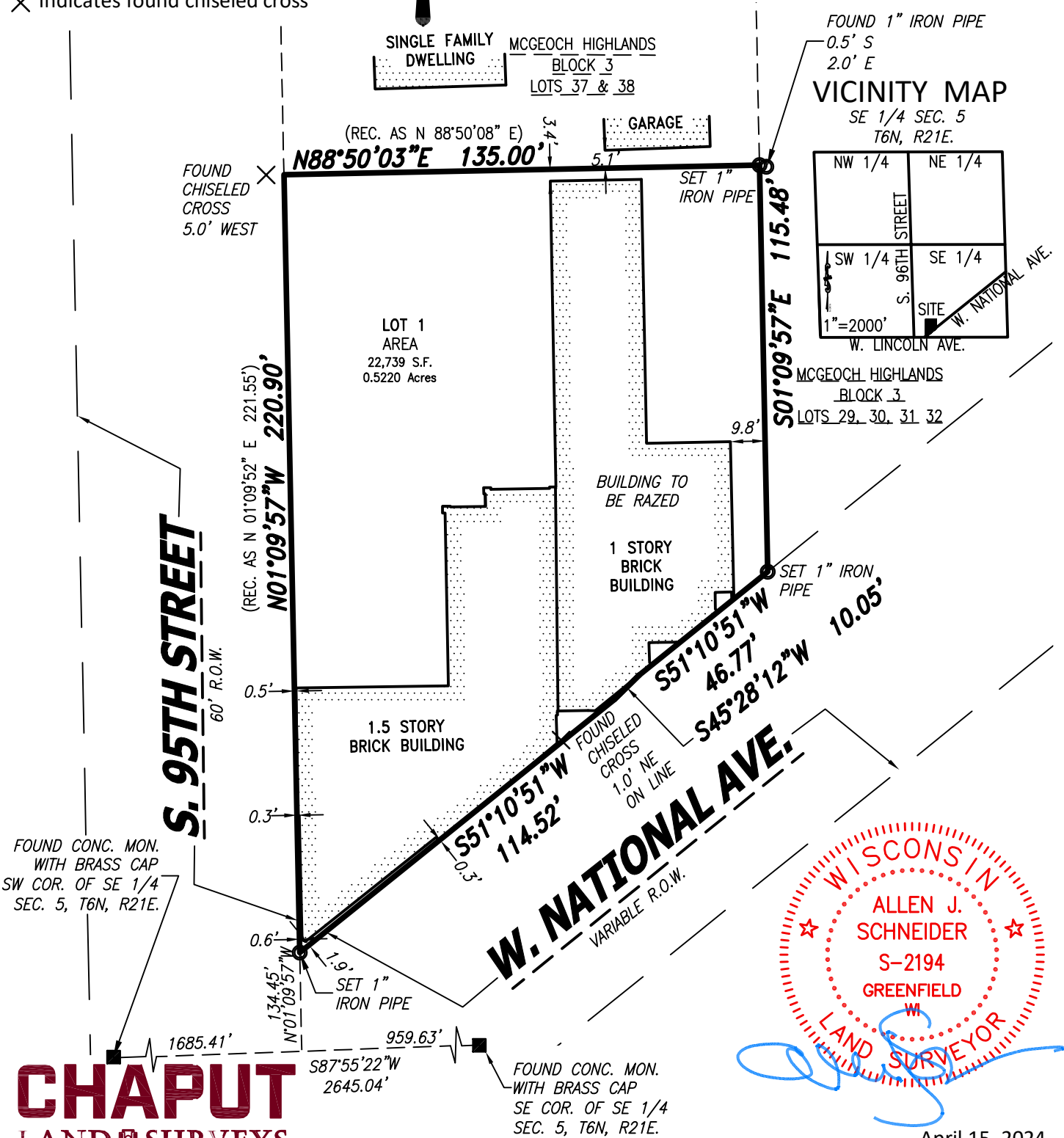


Owner/Subdivider:  
Milwaukee Entertainment LLC  
13500 Watertown Plank Road, Suite 100  
Elm Grove, WI 53122

Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 83, in which the South line of the Southeast 1/4 of Section 5, Town 6 North, Range 21 East, bears S87°55'22"W.

### LEGEND

- Indicates found or set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot
- ✕ Indicates found chiseled cross

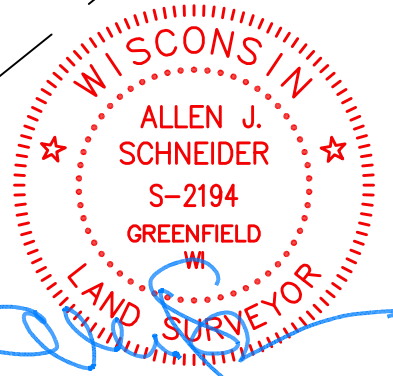


**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

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



April 15, 2024  
Sheet 1 of 5  
Drawing No. 5507.00-tjs

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
  :SS  
MILWAUKEE COUNTY }

I, ALLEN J. SCHNEIDER, a professional land surveyor, certify

THAT I have surveyed, divided and mapped all of Lot 1, Certified Survey Map No. 8049 (Doc. No. 9609589) and Lots 33 & 34, Block 3 of McGeoch Highlands Subdivision, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

COMMENCING at the Southeast corner of the Southeast 1/4 of said Section 5, thence South 87°55'22" West along the South line of said Section 5, 959.63 feet to a point; thence North 01°09'57" West, 134.45 feet to the east line of South 95th Street and point of beginning of lands hereinafter described: Continue thence North 01°09'57" West along said east line, 220.90 feet to a point; thence North 88°50'03" East, 135.00 feet to a point; thence South 01°09'57" East, 115.48 feet to a point on the north line of West National Avenue; thence South 51°10'51" West along said north line, 46.77 feet to an angle point; thence South 45°28'12" West along said north line, 10.05 feet to an angle point; thence South 51°10'51" West along said north line, 114.52 feet to the point of beginning.

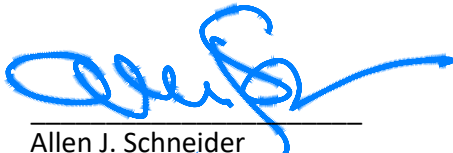
Said lands as described contains 22,739 square feet or 0.5220 acres.

THAT I have made the survey, land division and map by the direction of Milwaukee Entertainment LLC, owner.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the subdivision regulation of the City of West Allis in surveying, combining and mapping the same.

Date: April 15, 2024

  
\_\_\_\_\_  
Allen J. Schneider  
Professional Land Surveyor S-2194



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

## CORPORATE OWNER'S CERTIFICATE

STATE OF WISCONSIN}  
  :SS  
MILWAUKEE COUNTY}

MILWAUKEE ENTERTAINMENT LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, certifies that said corporation caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map or plat in accordance with the subdivision regulations of the City of West Allis and Chapter 236 of the Wisconsin Statutes.

MILWAUKEE ENTERTAINMENT LLC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of West Allis.

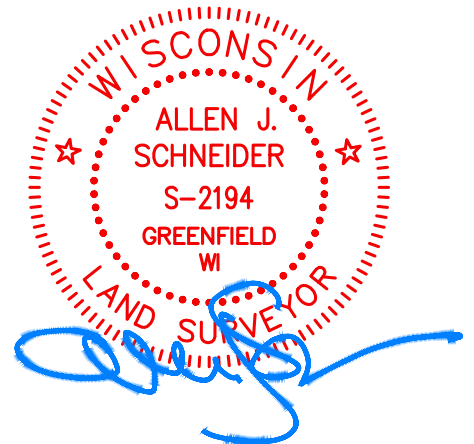
IN WITNESS WHEREOF, the MILWAUKEE ENTERTAINMENT LLC. has caused these presents to be signed by the hand of \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

MILWAUKEE ENTERTAINMENT LLC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WISCONSIN}  
  :SS  
MILWAUKEE COUNTY}

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, the \_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of entity, by its authority.

Notary Signature: \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_.  
My commission expires: \_\_\_\_\_  
(Notary Seal)



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

April 15, 2024  
Sheet 3 of 5  
Drawing No. 5507.00-tjs

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

## CONSENT OF ENTITY MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing by virtue of the laws of the State of \_\_\_\_\_, as mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this map and in the surveyor's certificate and to the certificate of the owner of said land.

Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
  :SS  
\_\_\_\_\_ COUNTY }

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_ of the above named entity, to me known to be the persons who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

Notary Signature: \_\_\_\_\_

Print Notary Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_. My commission expires: \_\_\_\_\_

(Notary Seal)



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

All of Lot 1, Certified Survey Map No. 8049 Doc. No. 9609589 and Lots 33 & 34, Block 3 of McGeoch Highlands, being a part of the Southeast 1/4 of the Southeast 1/4 Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

## CERTIFICATE OF THE CITY CLERK

I, Rebecca Grill, do hereby certify that I am the duly appointed, qualified City Administrative Officer Clerk of the City of West Allis and the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of West Allis.

Date: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Rebecca Grill, City Administrator/Clerk

## CERTIFICATE OF THE CITY TREASURER

I, Corinne Zurad, being the duly appointed, qualified City Administrative Treasurer of the City of West Allis, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_, 2024, on any of the lands included in this Certified Survey Map.

Date: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Corinne Zurad, City Treasurer

## CITY OF WEST ALLIS COMMON COUNCIL APPROVAL

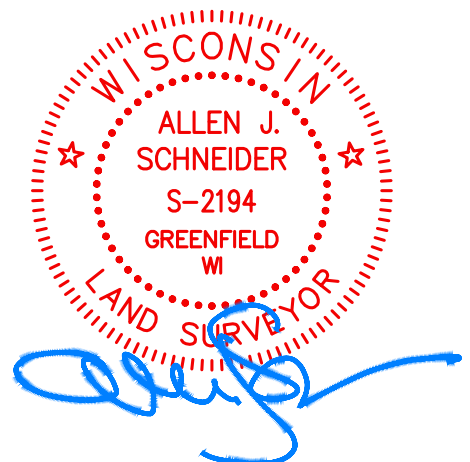
BE IT RESOLVED by the common Council of the City of West Allis that the Certified Survey Map, being part of the Southeast 1/4 of the Southwest 1/4 of Section 2, Town 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin is hereby Approved.

Approved: \_\_\_\_\_

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Dan Devine, Mayor

\_\_\_\_\_  
Rebecca Grill, City Administrator/Clerk



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

April 15, 2024  
Sheet 5 of 5  
Drawing No. 5507.00-tjs



**CITY OF WEST ALLIS  
RESOLUTION R-2024-0252**

**RESOLUTION TO APPROVE A CHANGE IN OWNERSHIP FOR THE ECONOMIC  
DEVELOPMENT LOAN TO BREWSKI ENTERPRISES LLC, D/B/A OPE  
BREWING CO. LOCATED AT 6749-6751 W. NATIONAL AVE.**

**WHEREAS**, the City of West Allis entered into an Economic Development Loan Agreement with West Allis Brewing Property LLC and Ope Brewing Company, LLC (the “Borrower”) for the establishment of a brewery at 6749-51 W. National Ave.; and,

**WHEREAS**, the City approved, under Resolution Number R-2021-0238, a \$50,000 Instore Forgivable Loan funded with Community Development Block Grant dollars and a \$100,000 Economic Development Loan supported with funds from Tax Increment District Number Fourteen; and,

**WHEREAS**, the existing Borrower has been acquired by Brewski Enterprises, LLC d/b/a Ope Brewing Co. that resulted in an ownership change and the requirement for Common Council to approve the transfer of the existing loans to the newly created entities formed by two members of the original ownership group; and,

**WHEREAS**, the Economic Development Program recommends the transfer of the existing loans to the new entity as the business is current with all debt with the City of West Allis and the continued operation of the business is consistent with the original loan approvals.

**NOW THEREFORE, BE IT RESOLVED**, the Common Council of the City of West Allis hereby approves the transfer of an Economic Development Loan to Brewski Enterprises LLC, d/b/a Ope Brewing Co. located at 6749-6751 W. National Ave.

BE IT FURTHER REVOLVED the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

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

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the city to execute the aforesaid loan documents.

BE IT FURTHER RESOLVED that all balances of the existing loans be transferred to the new ownership group.

**SECTION 1:**            **ADOPTION** “R-2024-0252” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0252(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Rebecca Grill, City Clerk, City Of  
West Allis

\_\_\_\_\_  
Dan Devine, Mayor, City Of West  
Allis

Record #	Record Type
ALC-22-133	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-136	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-141	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-161	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-18	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-93	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-99	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-23-1	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-23-6	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-92	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-23-10	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location
ALC-22-108	Alcohol Beverage Retail License (Tavern, Liquor and/or Beer Store, Restaurant) - New, Renewal, Transfer to New Location

Applicant Name	Date Submitted	Address	Record Status	Publication Date	Common Council Date
Tammy Dopp	5/6/2024 19:20	1753 S 68 ST, West Allis, WI 53214	Active	5/17/2024	5/21/2024
Brian Blocher	4/30/2024 17:07	9505 W GREENFIELD AVE, West Allis, WI 53214	Active	5/10/2024	5/21/2024
Erik Plunkett	5/9/2024 17:39	3021 S 108 ST, West Allis, WI 53227	Active	5/17/2024	5/21/2024
Waner Liang	4/20/2024 4:10	11102 W NATIONAL AVE, West Allis, WI 53227	Active	4/26/2024	5/21/2024
Phil Kleist	4/26/2024 14:12	7207 W NATIONAL AVE, West Allis, WI 53214	Active	5/3/2024	5/21/2024
Joe Lynch	4/29/2024 14:48	2300 S 108 ST, West Allis, WI 53227	Active	5/3/2024	5/21/2024
Kristine Budiac	4/30/2024 21:39	8031 W GREENFIELD AVE, West Allis, WI 53214	Active	5/10/2024	5/21/2024
Samantha Schneider	4/30/2024 14:44	1436 S 92 ST, West Allis, WI 53214	Active	5/10/2024	5/21/2024
Mellisa Hayes	4/30/2024 14:42	6540 W GRANT ST, West Allis, WI 53219	Active	5/10/2024	5/21/2024
Qing Jie Mo	4/19/2024 4:01	11066 W NATIONAL AVE, West Allis, WI 53227	Active	5/3/2024	5/21/2024
Anthony Burgarino	4/16/2024 13:00	5832 W LINCOLN AVE, West Allis, WI 53219	Active	4/26/2024	5/21/2024
Tarlok Bhatia	4/16/2024 19:41	2077 S 78 ST, West Allis, WI 53219	Active	4/26/2024	5/21/2024

Any changes made to plan of operation, floor plan, security, etc. at committee?

Yes

Do you wish to change anything on the floor plan for this upcoming license period?

No

No

No

No

No

No

Yes

No

No

No

No

No

Do you wish to change any of the litter and noise answers above?

- No
- No
- No
- No
- No
- No
- No
- No
- Yes
- No
- No
- Yes

Do you wish to change your hours of operation?

- Yes
- No
- Yes
- Yes
- Yes
- No
- No
- Yes
- No
- Yes
- Yes
- No



Do you wish to change the premises description?

No  
No  
No  
No  
No  
No  
No  
No  
No  
No  
No  
No

Do you wish to change any of the security plans listed above?

No  
No  
No  
No  
No  
No  
No  
No  
Yes  
No  
No

Do you wish to change the percentages of sales from what is listed above?

- No
- No
- No
- No
- No
- No
- No
- No
- No
- No

Is this agent the same or do you have a new agent for this license period?

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Same Agent

Describe changes.

Adjusted hours of operation, and also litter plans

Describe changes and upload new floor plan below.

same plans, just updated notations to include additional numbers above 1-12

Enter any changes to the litter and noise answers here.

Name of solid waste removal contractor. (Waste Management)How will noise issues be addressed?First and foremost, listen to the complaint attentively to identify the

Enter any changes to the security plan here.

Are There Any Changes to your Current Entertainment Types?

No

Yes

No

No

No

No

No

No

source. Acknowledge their concern and assure them

No

We now have 21 inside and 4 outside cameras

No

No

No

List any additions or deletions to your Entertainment.

No Entertainment

Juke Box, Pool Tables, Amusement Machines and Darts

Please re-enter what entertainment should be listed on your license, taking into consideration anything you want removed or added.

N/A - No Entertainment

Juke Box, Pool Tables, Amusement Machines, Darts



Are there any outstanding Personal Property Taxes?

Amount of Personal Property Taxes Owed

Expiration Date

Type of Permit: *Seasonal Labor Day to Memorial Day Weekend- Alcohol and Entertainment (includes music)*  
Record Number: *TEMP-24-15*

Business Name: *Dopps*

Date submitted: *May 13, 2024*

Location: *1753 S 68 St*

Applicant: *Tammy Dopp*

Current Class B License Number: *ALC-22-133*

Requested Start Date: *May 24, 2024*

Requested End Date: *September 24, 2024*

Additional Date Information: *I would like to be open during the weekend of Harvest Fest - 9/27/24-9/27/24*

Sunday Times: *11AM-8PM*

Monday Times: *11AM-8PM*

Tuesday Times: *11AM-8PM*

Wednesday Times: *11AM-8PM*

Thursday Times: *11AM-8PM*

Friday Times: *11AM-10PM*

Saturday Times: *11AM-10PM*

Additional Hours Information, if any:

Description of Requested Area: *The front of my bar where my tables are. The NE corner where my picnic tables will be. And the fenced in area behind my bar. Same as last year.*

Type of Entertainment Requested, if any: *Occasional bands*



**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

May 16, 2024

Tammy Dopp  
1753 S. 68th Street  
West Allis, WI 53214

**RE: Public Safety Committee Application Review**

Dear Tammy:

Your application is scheduled for a televised hearing before the Public Safety Committee on: **May 21, 2024 at 7:00 pm in Art Gallery at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your 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 Art Gallery.

If you have questions, please email [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov).





## NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

**Record #:** ALC-24-4

**Applicant's Full Name:**  
Manuel Godoy

**Agent's Full Name:**  
Manuel Godoy

**License Type(s):**  
Class B Tavern  
Public Entertainment Premises

**Legal Name:**  
Bourbon Bar and Grilled

**Trade/Business Name:**  
Bourbon Bar and Grilled

**Business Address:**  
6300 W. Lincoln Ave.

**Types of Entertainment:**  
Yes

### Premise Description:

**Alcohol will be stored:**  
It will be stored in the refrigerator and storage in the basement

**Alcohol will be sold/consumed:**  
Tequila, bourbon, whiskey, brandy, gin, cognac, vodka and beer

**Alcohol beverage receipts location:**  
bookkeeper

### Hours of Operation:

**Sunday:** 10:00 am - 2:00 am

**Thursday:** 10:00 am - 2:00 am

**Monday:** CLOSED

**Friday:** 10:00 am - 2:00 am

**Tuesday:** 10:00 am - 2:00 am

**Saturday:** 10:00 am - 2:00 am

**Wednesday:** 10:00 am - 2:00 am

**Date Applied:**  
March 7, 2024

**Legal Notice Published On:**  
April 26, 2024

(N) ↑

Bourbon Bar & Grill  
6300 W Lincoln Ave  
Milwaukee, WI  
53219

Manuel Grodoy  
Maria D. Grodoy

4792 sq ft

March 7, 2024

Patio

Exit

Door  
to  
exit

Door to  
Apartments

Door to  
exit

Door to  
the Apartments

Stairs

Kitchen

Bathrooms

dining  
area

sitting  
area

Bar

exit

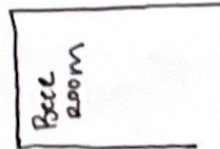
exit

Storage



Stairs

Liquor  
Room



Beer  
Room

Can Bottles  
Storage



**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

April 30, 2024

Manuel Godoy  
2948 s 11th st  
milwaukee, WI 53215

**RE: Class B Tavern License Application Review for Bourbon Bar and Grilled at 6300 W. Lincoln Ave.**

City of West Allis Applicant:

**Attendance Required:**

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: May 7, 2024

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov) by 4 pm on the day of the meeting or earlier.

**Arrival Instructions:**

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

**Room Locations:**

**Room 128:** Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.

**Art Gallery:** Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

*If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.*

**Committee Recommendation:**

When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

**Common Council Decision:**

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

*This is the typical process and may vary from time to time if there are extenuating circumstances.*

*If you have any questions, email [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov).*

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

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





**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

May 7, 2024

Andrew Shroble  
2400 S 84 St  
West Allis , WI 53227

**RE: Operator's License Application Review**

Dear Andrew;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 21, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. 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.

If you have questions, please email [clerk@westalliswi.gov](mailto: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](mailto:clerk@westalliswi.gov)

May 13, 2024

Jocelynn Slade  
1745 S 60th St  
West Allis, WI 53214

**RE: Operator's License Application Review**

Dear Jocelynn;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 21, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

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If you have questions, please email [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov).

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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](mailto:clerk@westalliswi.gov)

May 13, 2024

Julie Swiercz  
2020 S 82nd St  
West Allis, WI 53219

**RE: Operator's License Application Review**

Dear Julie;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 21, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. 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.

If you have questions, please email [clerk@westalliswi.gov](mailto: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.



## NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

**Record #:** ALC-23-4

**Applicant's Full Name:**  
Craig Silber

**Agent's Full Name:**  
Craig

**License Type(s):**  
Class B Tavern  
Public Entertainment Premises  
Cigarette/Tobacco Products Retail License  
Nicotine Products Retailer License  
Cigarettes/Tobacco Will Be Sold Over the Counter

**Legal Name:**  
Flying Unicorn LLC

**Trade/Business Name:**  
The Thirsty Cactus Saloon

**Business Address:**  
6108 W Burnham St.

**Types of Entertainment:**  
Yes

### Premise Description:

**Alcohol will be stored:**  
Basement, First Floor (Tavern) of  
6108 W Burnham St

**Alcohol will be sold/consumed:**  
First Floor (Tavern) of 6108 W  
Burnham St

**Alcohol beverage receipts location:**  
Secure cash register and secure lock box

### Hours of Operation:

**Sunday:** 6:00 AM-2:00 AM

**Thursday:** 6:00 AM-2:00 AM

**Monday:** 6:00 AM-2:00 AM

**Friday:** 6:00 AM-2:30 AM

**Tuesday:** 6:00 AM-2:00 AM

**Saturday:** 6:00 AM-2:30 AM

**Wednesday:** 6:00 AM-2:00 AM

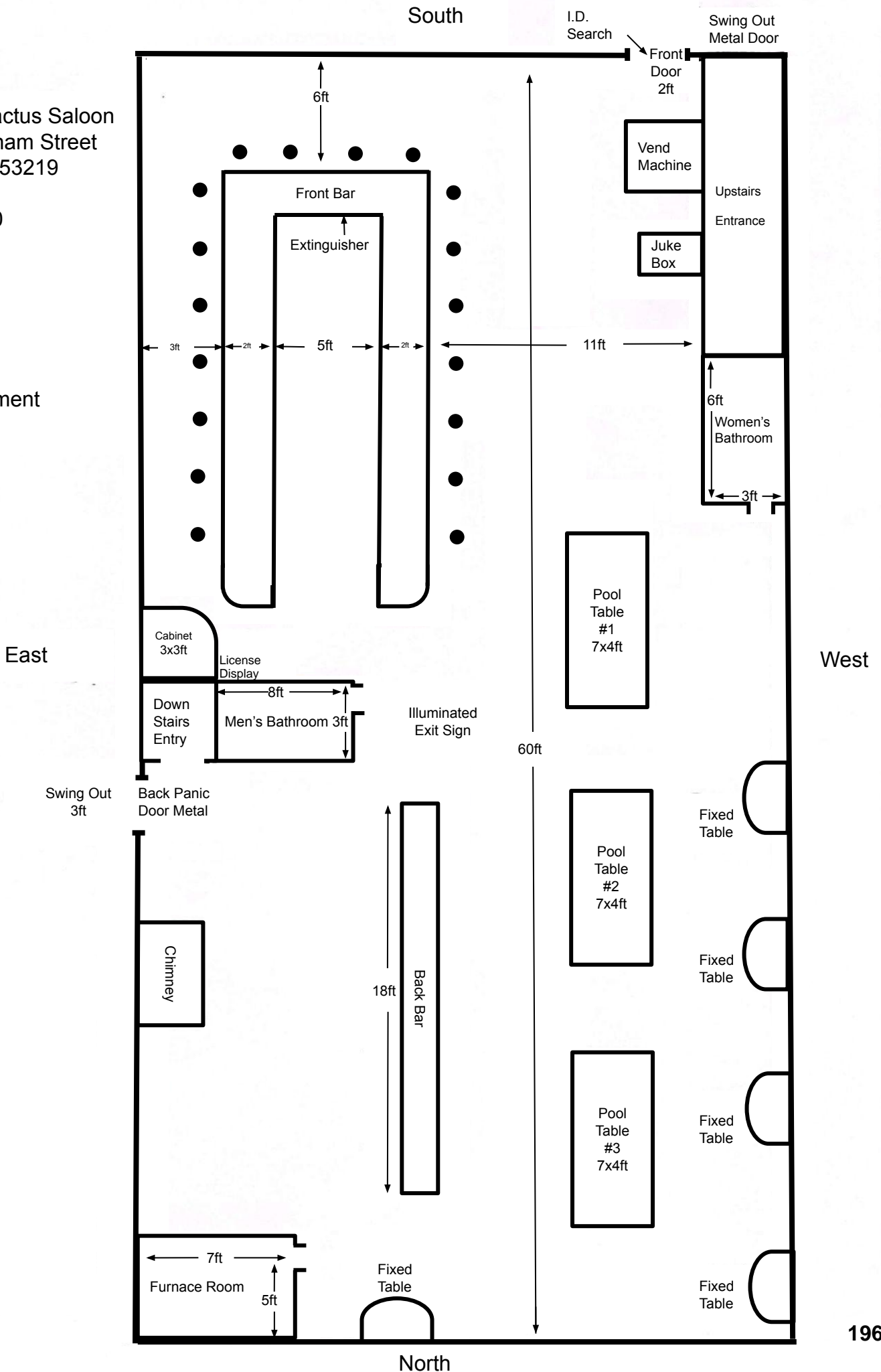
**Date Applied:**  
April 15, 2024

**Legal Notice Published On:**  
April 26, 2024

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





**WEST ALLIS COMMON COUNCIL  
PUBLIC SAFETY COMMITTEE  
CITY OF WEST ALLIS**

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**In the Matter of the  
Complaint Against**

**SUMMONS**

**Flying Unicorn LLC  
D/B/A The Thirsty Cactus Saloon**

**Premises Location:  
6108 W. Burnham Street  
West Allis, WI 53219**

**Agent: Craig Silber**

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**STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

**THE WEST ALLIS COMMON COUNCIL TO Flying Unicorn LLC by licensing agent  
Craig Silber:**

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 2023-2024 "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, and a Public Entertainment Permit, all issued under license number ALC-23-4, for the premises located at 6108 W. Burnham Street, in the City of West Allis, State of Wisconsin, for the license period running July 1, 2023, and expiring on June 30, 2024. 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(1) & (2) and West Allis Code §§ 9.51, 9.60(5), and 9.76(5).

**NOW THEREFORE**, you, Flying Unicorn LLC by licensing agent Craig Silber, are hereby summoned to appear before the Public Safety Committee of the West Allis Common Council for the recess meeting on May 21, 2024 at 7:00 p.m., or as soon thereafter as the matter may be called, 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 13 day of May, 2024.

WEST ALLIS COMMON COUNCIL

By: Rebecca N. Grill  
Rebecca Grill  
City Administrator and City Clerk

**WEST ALLIS COMMON COUNCIL  
PUBLIC SAFETY COMMITTEE  
CITY OF WEST ALLIS**

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**In the Matter of the  
Complaint Against**

**COMPLAINT**

**Flying Unicorn LLC  
D/B/A The Thirsty Cactus Saloon**

**Premises Location:  
6108 W. Burnham Street  
West Allis, WI 53219**

**Agent: Craig Silber**

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**STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

Corporal Douglas Sayeg of the West Allis Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. § 125.12(2)(ag) against Flying Unicorn LLC doing business as “The Thirsty Cactus Saloon” as follows:

1. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department that the complainant has used in the past and found to be reliable.

Parties, License, and Permit Information

2. That the complainant is a resident of the City of West Allis.
3. That Flying Unicorn LLC, doing business as “The Thirsty Cactus Saloon” has been issued a “Class B” intoxicating liquor license and a Class “B” fermented malt beverage license (together identified on the license as a “Class B Tavern License”), and a Public Entertainment Permit, all issued under license number ALC-23-4 , for

the premises located at 6108 W. Burnham Street, State of Wisconsin, for the license period running July 1, 2023 to June 30, 2024.

4. That Craig Silber is the agent appointed pursuant to Wis. Stat. § 125.04(6)(a) for license number ALC-23-4.

Incidents Subject to Complaint

*Count 1: August 25, 2023*

5. That on August 25, 2023, West Allis Police Officer Allison Clark was dispatched to The Thirsty Cactus Saloon for a report of a male being carried out of the bar and put into the driver's seat of a truck. Officer Clark reported that she made contact with this male, E.W. (DOB 5/23/59), who admitted he had at least 6 drinks at the bar. Officer Clark observed that E.W. was highly intoxicated and had urinated himself. Officers made contact with the bartender, E.G. (DOB 6/10/89), who reported that she did serve E.W. who was a regular at the bar. The bartender informed Officer Clark that she served him four beers and two mixed drinks over the four-hour period that E.W. was at the bar. The bartender reported that she didn't think E.W. was intoxicated until he stood up and needed to be helped out of the bar. Police reported that the bartender E.G. was very cooperative.

*Count 2: November 30, 2023*

6. That on November 30, 2023, the West Allis Police Department conducted tavern checks at several alcohol licensed establishments within the city. West Allis Police Officer Adam Stikl reported that the police department worked with a 19-year-old female identified by initials R.L.D (d.o.b. 1/30/2004) to help their investigation.

7. Officer Adam Stikl reported that he was present and watched the actions of R.L.D. within The Thirsty Cactus Saloon. Officer Stikl reported that R.L.D. was served an alcoholic beverage without showing any identification while she was under the age of 21 years old. Officer Stikl reported that on December 1, 2023, he made contact with licensing agent, Craig Silber, who partially identified the server as Mary Markes. Officer Stikl reported that he was able to confirm Markes was the bartender that served R.L.D.

*Count 3: December 16, 2023*

8. That on December 16, 2023, police were dispatched to The Thirsty Cactus Saloon for a potential issue with a patron. The bartender was cooperative with the investigation and appears to have made an appropriate choice to remove the problematic patron. During said investigation, Officer Sergio Santa Cruz Medina reported that he spoke with two bar patrons, identified as J.L. (DOB 2/17/88) and X.P. (DOB 11/14/1983), who had observed the issues. Officer Santa Cruz Medina reported that both the male patron witnesses were "highly intoxicated."

*Count 4: April 8, 2024*

9. That on April 8, 2024, the West Allis Police Department conducted tavern checks at several alcohol licensed establishments within the city. West Allis Police Officer Ryan Schultz reported that the police department worked with a 20-year-old male identified by initials N.A.S. (DOB 1/8/2004) to aid their investigation.

10. Officer Schultz reported that he and Officer Mussatti entered the Thirsty Cactus Saloon on said date to observe the interaction between N.A.S. and the establishment. Officers observed N.A.S. order an alcoholic beverage and he was



served the beverage without being asked for an ID or age. The officers reported that upon seeing the male leave, the bartender immediately made a phone call and appeared to be distressed.

11. Officer Schultz followed up with licensing agent, Craig Silber, regarding the sale to the underage individual. Officer Schultz reported that Mr. Silber was upset at how WAPD had conducted their tavern compliance checks but did provide basic information on the bartender involved. Police made contact with the bartender Mary Markes who was very apologetic about her mistake. She reported that she believed N.A.S. was over the age of 21 and that is why she did not ID him.

#### Violations of State Law and Local Code

12. That the "Class B" intoxicating liquor license and a Class "B" fermented malt beverage license (together identified on the license as a "Class B Tavern License"), issued to Flying Unicorn LLC, are subject to suspension or revocation for any of the following:

- A. Violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcoholic beverages to persons who are intoxicated in violation of Wis. Stat. § 125.07(2)(a)2 found in count 1 and 3.
- B. Violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcohol to an underage person not accompanied by a parent, guardian, or spouse who has attained the legal drinking age in violation Wis. Stat. § 125.07(1)(a)2 found in count 2 and 4.<sup>1</sup>

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<sup>1</sup> Wis. Stat. § 125.12(1)(b)2 mandates that no violation for service to an underage individual may be considered unless the licensee or permittee has committed another violation within one year preceding the violation. If the licensee or permittee has committed two or more violations within one year, all violations committed within one year may be considered.

13. That the Public Entertainment Permit issued to Flying Unicorn LLC is subject to suspension or revocation pursuant to West Allis Municipal Code §§ 9.51(1)b. because the licensee has failed to maintain order at the premises related to counts 1, 2, 3, and 4.

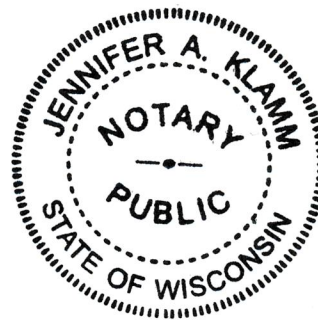
**WHEREFORE**, Corporal Douglas Sayeg requests that the licensee named herein, Flying Unicorn LLC, by licensing agent Craig Silber, be summoned to appear before the Public Safety Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the licenses and permits issued to Flying Unicorn LLC should be revoked or suspended.

Dated this 11th day of May, 2024.

By: Douglas Sayeg  
City of West Allis Police Department

Subscribed and sworn to before me  
this 11 day of May, 2024.

Jennifer A. Klamm  
(Name)  
Notary Public, State of Wisconsin  
My Commission expires: 02/09/28



**WEST ALLIS COMMON COUNCIL  
PUBLIC SAFETY COMMITTEE  
CITY OF WEST ALLIS**

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**In the Matter of the  
Complaint Against**

**SUMMONS**

**Mary Markes**

**RE: BART-511  
Class D Operator's License**

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**STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

**THE WEST ALLIS COMMON COUNCIL TO Mary Markes:**

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 2022-2024 Operator's License issued to you under license number BART-511. This sworn complaint requesting a hearing for suspension or revocation of the above referenced license is brought pursuant to the provision of Wis. Stat. § 125.12(1) & (2) and West Allis Code §§ 9.51 and 9.60(5).

**NOW THEREFORE**, you, Mary Markes are hereby summoned to appear before the Public Safety Committee of the West Allis Common Council for the recess meeting May 21, 2024 at 7:00 p.m., or as soon thereafter as the matter may be called, 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 13 day of May, 2024.

WEST ALLIS COMMON COUNCIL

By: Rebecca N. Grill  
Rebecca Grill  
City Administrator and City Clerk

**WEST ALLIS COMMON COUNCIL  
PUBLIC SAFETY COMMITTEE  
CITY OF WEST ALLIS**

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**In the Matter of the  
Complaint Against**

**COMPLAINT**

**Mary Markes**

**RE: BART-511  
Class D Operator's License**

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**STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

Corporal Douglas Sayeg of the West Allis Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. § 125.12(2)(ag) against Mary Markes as follows:

1. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department that the complainant has used in the past and found to be reliable.

Parties and License Information

2. That the complainant is a resident of the City of West Allis.
3. That Mary Markes is the current holder of an Operator's License issued pursuant to Wis. Stat. §125.17 under the license number BART-511 for the period running from July 1, 2022 to June 30, 2024.

Incidents Subject to Complaint

*Count 1: November 30, 2023*

4. That on November 30, 2023, the West Allis Police Department conducted tavern checks at several alcohol establishments within the city. West Allis Police Officer Adam Stikl reported that the police department worked with a 19-year-old female identified by initials R.L.D (d.o.b. 1/30/2004) to help their investigation.
5. Officer Adam Stikl reported that he was present and watched the actions of R.L.D. within The Thirsty Cactus Saloon. Officer Stikl reported that R.L.D. was served an alcoholic beverage without showing any identification while she was under the age of twenty-one years old. Officer Stikl reported that on December 1, 2023, he made contact with licensing agent, Craig Silber, who partially identified the server as Mary Markes. Officer Stikl reported that he was able to confirm Markes was the bartender that served R.L.D. while she was under the age of 21 years old.

*Count 2: April 8, 2024*

6. That on April 8, 2024, the West Allis Police Department conducted tavern checks at several alcohol establishments within the city. West Allis Police Officer Ryan Schultz reported that the police department worked with a 20-year-old male identified by initials N.A.S. (DOB 1/8/2004) to aid their investigation.
7. Officer Schultz reported that he and Officer Mussatti entered the Thirsty Cactus Saloon on said date to observe the interaction between N.A.S. and the establishment. Officers observed N.A.S. order an alcoholic beverage and he was served the beverage without being asked for an ID or age. Mary Markes was the bartender during this interaction. The officers reported that upon seeing the male leave, the bartender immediately made a phone call and appeared to be distressed.

8. Police made contact with the bartender, Mary Markes, who was very apologetic about her mistake. She reported that she believed N.A.S. was over the age of 21 and that is why she did not ID him.

Violations of State Law and Local Code

9. That the Operator's License issued to Mary Markes is subject to suspension or revocation for violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcohol to an underage person not accompanied by a parent, guardian, or spouse who has attained the legal drinking age in violation Wis. Stat. § 125.07(1)(a)2 found in count 1 and 2.<sup>1</sup>

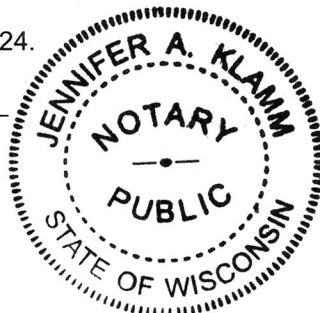
**WHEREFORE**, Corporal Douglas Sayeg requests that Mary Markes be summoned to appear before the Public Safety Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the Operator's License issued to Mary Markes should be revoked or suspended.

Dated this 11th day of May, 2024.

By: Douglas Sayeg  
City of West Allis Police Department

Subscribed and sworn to before me  
this 11 day of May, 2024.

Jennifer A Klamm  
(Name)  
Notary Public, State of Wisconsin  
My Commission expires:



02/09/28

<sup>1.1</sup> Wis. Stat. § 125.12(1)(b)2 mandates that no violation for service to an underage individual may be considered unless the licensee or permittee has committed another violation within one year preceding the violation. If the licensee or permittee has committed two or more violations within one year, all violations committed within one year may be considered.