



# City of West Allis

## Meeting Agenda

### Common Council

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

---

Tuesday, May 5, 2026

7:00 PM

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

---

#### REGULAR MEETING

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. PLEDGE OF ALLEGIANCE

*Led by Ald. Weigel.*

#### D. PUBLIC HEARINGS & PRESENTATIONS

1. [2026-05516](#) Conditional Use Permit for El Toro Restaurant, a proposed Restaurant Use, at 5632 W. Burnham St.
2. [2026-06303](#) Turning Ideas into Impact: Internship Highlights.

#### E. PUBLIC PARTICIPATION

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

#### F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

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

**G. MAYOR'S REPORT**

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

**H. ALDERPERSONS' REPORT**

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

**I. APPROVAL OF MINUTES**

3. [2026-06414](#) April 28, 2026 Common Council Minutes.

**Recommendation:** Approve

**J. STANDING COMMITTEE REPORTS**

*None.*

**K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)**

4. [R-2026-4300](#) Resolution to create a Professional Service Contract with raSmith to provide construction management of private property improvements for an amount not to exceed \$65,000.00.

**Recommendation:** Adopt

5. [R-2026-4301](#) Resolution to approve bid of Zignego Company, Inc. for street construction in S. 78th St. from W. Beloit Rd. to W. Arthur Ave., S. 88th St. from W. Cleveland Ave. to W. Montana Ave., and S. 88th St. from W. Maple St. to W. Mitchell St. in the City of West Allis in the amount of \$2,155,297.43.

**Recommendation:** Adopt

6. [R-2026-4302](#) Resolution accepting the work of Pro Electric, Inc. for street lighting conversion at various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2025 Project No. 19 for final payment of \$1,000.

**Recommendation:** Adopt

7. [R-2026-4303](#) Resolution to amend an existing contract with KL Engineering, Inc. for Consulting Services related to the design of the street lighting conversion plans for an amount not to exceed \$120,000.

**Recommendation:** Adopt

- 
8. [R-2026-4304](#) Resolution to amend an existing contract with KL Engineering, Inc. for Consulting Services related to the construction oversight of the street lighting conversion for an amount not to exceed \$140,000.
- Recommendation:** Adopt
9. [R-2026-4305](#) Resolution accepting the work 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 and authorizing and directing settlement of said contract in accordance with contract terms of 2025 Project No. 12 for final payment of \$1,000.00.
- Recommendation:** Adopt
10. [R-2026-4345](#) Resolution to approve the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.
- Recommendation:** Adopt
11. [R-2026-4365](#) Resolution to allow excess fund balance to be transferred to internal service fund reserves.
- Recommendation:** Adopt
12. [2026-06236](#) Temporary Extension of a Class B Premise request for The Buzzard's Nest, hosting a one-day event on May 25, 2026 from 12 p.m. - 8 p.m., to be held at 6000 W. Mitchell St. (TEMP-26-13) Applicant: Lawrence Pryor.
- Recommendation:** Grant
13. [2026-06239](#) Block Party/Street Closure application request for 1017 S. 111th Pl, for a one-day event on June 13, 2026 from 1 p.m. - 9 p.m. Applicant: Nicole Fossen. (SPEV-26-17)
- Recommendation:** Grant
14. [2026-06286](#) Claim by Bryson Luis for civil rights violations that occurred on January 4, 2025.
- Recommendation:** Refer to City Attorney for Assignment to Special Counsel
15. [2026-06357](#) Claim by Mary Seigel for personal injury that occurred on December 18, 2025 at W. Washington St. & S. 116th St.
- Recommendation:** Refer to City Attorney
16. [2026-06307](#) Lawsuit filed by Bruce Krueger for property damage that occurred on December 26, 2025, on W. National Ave. & E. 70th St.
- Recommendation:** Refer to City Attorney
17. [2026-06397](#) Claim regarding a foreclosure of mortgage (2026CV001399) for property at 1750 S. 61st St.
- Recommendation:** Refer to City Attorney

18. [2026-06428](#) Claim by Kyle Novak, Mallory Erke and Mark Sura regarding Fair Labor Standards Act of 1938 (FSLA) and Wisconsin's Wage Payment & Collection Law.

**Recommendation:** Refer to City Attorney

19. [2026-06304](#) Appointment by Mayor Devine of Michael Brzycki to the Farmer's Market Committee for a 2-year term to expire May 5, 2028.

**Recommendation:** Approve

## L. COMMON COUNCIL RECESS

## M. NEW AND PREVIOUS MATTERS

### ADMINISTRATION COMMITTEE

20. [R-2026-4358](#) Resolution to accept the proposal of Graef to provide architectural and engineering services for the renovation design of the future Southwest Suburban Health Department and West Allis Senior Center Facility located at 7220 W. National Ave.

**Recommendation:** Adopt

### PUBLIC WORKS COMMITTEE

### ECONOMIC DEVELOPMENT COMMITTEE

21. [2026-06074](#) New Class B Tavern License application for Gable Holdings LLC, d/b/a HuHot Mongolian Grill, 3021 S. 108th St. Agent: Kalleigh Gable. (ALC-26-13)
22. [2026-05516](#) Conditional Use Permit for El Toro Restaurant, a proposed Restaurant Use, at 5632 W. Burnham St.

### PUBLIC SAFETY COMMITTEE

23. [2026-06237](#) Operator's License (Bartender/Class D Operator) renewal application for Jennifer Pierce. (BART-433)
24. [2026-06240](#) Operator's License (Bartender/Class D Operator) renewal application for Sonya Bautista. (BART-731)
25. [2026-06302](#) Operator's License (Bartender/Class D Operator) renewal application for Michelle Standarski. (BART-108)
26. [2026-06300](#) Enforcement of Requirement to Obtain Overnight Parking Permit on City Frontage Roads.

**Recommendation:** Discussion Purpose Only

27. [2026-06305](#) Complaint against Blaque Bar & Bites Corporation (ALC-23-22) at 1022 S. 60th St.

## N. ADJOURNMENT



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

### NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

### NON-DISCRIMINATION STATEMENT

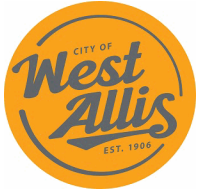
The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

### AMERICANS WITH DISABILITIES ACT NOTICE

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

### LIMITED ENGLISH PROFICIENCY STATEMENT

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



# City of West Allis

## Meeting Minutes

### Common Council

*Mayor Dan Devine, Chair*

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

---

Tuesday, April 28, 2026

7:00 PM

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

---

#### REGULAR MEETING

#### A. CALL TO ORDER

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

#### B. ROLL CALL

**Present** 9 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel  
**Excused** 1 - Ald. Novak

#### C. PLEDGE OF ALLEGIANCE

*Ald. Turner led the Pledge of Allegiance.*

#### D. PUBLIC HEARINGS

*None.*

#### E. PUBLIC PARTICIPATION

*Angelito Tenori, Member of Wisconsin State Assembly, mentioned the surplus of money the State is holding, and his efforts to help support his constituents.*

*Ron Kubek, 9826 W. Cleveland Dr., expressed his concerns about activity within the community.*

*Barbara Dahlgren, 1928 S. 56th St., mentioned the East Allis Pocket Prairie Project.*

*Neal Steffek, 6552 W. Revere Pl., asked alderpersons to allow him time after the Council meeting to meet with him about an upcoming agenda item.*

*Tim Riebe, 1607 S. 64th St., discussed Wisconsin Warrior Wrestling program.*

*Brett Cooley, 2048 S. 74th St., asked for further information regarding the furniture at the new and existing DPW facility.*

#### F. PRESENTATIONS

1. [2026-05691](#) 2025 City of West Allis Achievements.

*Erin Hirn, City Administrator, presented.*

#### G. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

## H. MAYOR'S REPORT

*Mayor Devine welcomed new businesses to the City: The Picklr, Leigh Rice Design and Flower Company, and The Emerald. He also congratulated the Center for Deaf-Blind Persons on their 40th anniversary. He mentioned Archwell Health opened, and offers comprehensive senior primary care services. And thanked the West Allis Police department for hosting their Neighborhood Partnership meeting.*

## I. ALDERPERSONS' REPORT

*Ald. Grisham mentioned Conrad Gardens neighborhood cleanup and thanked DPW for their support in the event.*

*Ald. Weigel announced he and Ald. Roadt participated in a county wide clean up with the River Keepers and they were part of a Guinness Book of World Record with 2,082 people participating. He also welcomed people to help clean up Greenfield Park on Thursdays from 5:30 p.m. - 7:30 p.m.*

*Ald. Halvorsen extended his appreciation to Police, Fire and DPW for their assistance with the recent weather emergencies.*

## J. APPROVAL OF MINUTES

2. [2026-06067](#) April 14, 2026 Common Council Minutes.

YouTube link: <https://www.youtube.com/user/westalliscitychannel/videos>

**Ald. Haass moved to approve the minutes. Ald. Grisham seconded. Motion carried.**

## K. STANDING COMMITTEE REPORTS

*None.*

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

**Ald. Haass moved to approve the Consent Agenda, items #3 - #26. Ald. Kuehn seconded. Motion carried by roll call vote:**

3. [R-2026-3750](#) Resolution to approve the bid of UPI Construction LLC for street construction at S. 72nd St. from W. Washington St. to the North City Limits in the amount of \$1,607,202.65.

**Adopted**

4. [R-2026-3847](#) Resolution to create a Professional Service Contract with Ruekert & Mielke to provide construction management of CIP project lead service line replacements for an amount not to exceed \$24,000.

**Adopted**

5. [R-2026-3873](#) Resolution to create a Professional Service Contract with raSmith to provide construction management of lead service line replacements for an amount not to exceed \$145,000.

**Adopted**

- 
6. [R-2026-4186](#) Resolution accepting the work of Five Star Energy Services, LLC for 2025 private property work in various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2025 Project No. 17 for final payment of \$4,878.25.  
**Adopted**
7. [R-2026-4295](#) Resolution to authorize Emmons Business Interiors (EBi) to furnish and install furniture at the new Department of Public Works Facility for an amount of \$537,938.51.  
**Adopted**
8. [R-2026-4296](#) Resolution authorizing and directing the City Engineer to enter into the 2nd Revision State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of W. National Ave. from S. 95th St. to S. 108th St.  
**Adopted**
9. [R-2026-4297](#) Resolution for the purchase of new computer equipment for City staff in the amount of \$78,419.59.  
**Adopted**
10. [R-2026-4298](#) Resolution to facilitate the purchase of (580) 96-gallon garbage carts for \$31,304.20.  
**Adopted**
11. [R-2026-4299](#) Resolution to authorize the Department of Public Works to accept an allocation of 2026 grant funding from the Fund for Lake Michigan.  
**Adopted**
12. [R-2026-4098](#) Resolution granting a Privilege to Birdsong's Distribution, LLC for property located at 7125-37 W. Greenfield Ave. (Tax Key No. 453-0062-000).  
**Adopted**
13. [R-2026-4102](#) Resolution granting a Privilege to A1 Inc for property located at 6841-43 W. Beloit Rd. (Tax Key No. 489-0071-000).  
**Adopted**
14. [R-2026-4106](#) Resolution granting a Privilege to Spring West LLC for property located at 10535-37 W. Greenfield Ave. (Tax Key No. 449-9984-000).  
**Adopted**
15. [2026-05944](#) Claim by Maureen Hoenigman for property damage at S. 68th St. and W. Kearney St. on March 10, 2026.  
**Referred to City Attorney**
16. [2026-05947](#) Claim by USAA General Indemnity Company for property damage at 831 S. 114th St. on March 16, 2026.  
**Referred to City Attorney**

17. [2026-05959](#) Claim by Nicolas Duran Ronco for property damage at 1725 S. 58th St. on April 15, 2026.  
**Referred to City Attorney**
18. [2026-06052](#) Claim regarding foreclosure of tax lien (Case No. 2026CV2716) for property at 3825 W. Hampton Ave., Milwaukee, WI 53209.  
**Referred to City Attorney**
19. [2026-06050](#) Summons and Complaint in the matter of Wilmington Savings Fund Society, FSB vs. East Town Management, LLC, et al, regarding foreclosure of mortgage (Case No. 2026CV003138).  
**Referred to City Attorney**
20. [2026-06038](#) Temporary Public Entertainment Permit request for Iglesia de Dios Agua en el Desierto, 5401 W. Burnham St., for a one-day event on June 26, 2026 from 5 p.m. - 9 p.m. Applicant: Jesus Gil. (TEMP-26-7)  
**Approved**
21. [2026-06053](#) Temporary Extension of a Class B License and Temporary Public Entertainment request for Las Cazuelas, hosting a one-day event on May 5, 2026 from 11 a.m. - 8 p.m., to be held at 6738 W. Greenfield Ave. Applicant: Sandy Hurtado. (TEMP-26-8 and TEMP-26-10)  
**Granted**
22. [2026-06054](#) Temporary Extension of a Class B License and Temporary Public Entertainment request for Las Cazuelas, hosting a one-day event on May 10, 2026 from 10 a.m. - 8 p.m., to be held at 6738 W. Greenfield Ave. Applicant: Sandy Hurtado. (TEMP-26-9 and TEMP-26-11)  
**Granted**
23. [2026-06190](#) Appointment by Mayor Devine of Carrie Zagzebski to the Library Board, with a 3-year term to expire July 1, 2029.  
**Approved**
24. [2026-06171](#) Reappointment by Mayor Devine of Eric Torkelson to the Plan Commission for a 3-year term to expire April 28, 2029.  
**Approved**
25. [2026-06051](#) Reappointment by Mayor Devine of John Zentgraf to the Commission on Aging, with a 3-year term to expire April 28, 2029.  
**Approved**
26. [2026-05936](#) March 2026 Municipal Judge Report, consisting of all fines, costs, and fees collected by the City of West Allis in the sum of \$174,645.88.  
**Placed on File**

**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 7:53 p.m. and returned at 8:17 p.m.

**N. NEW AND PREVIOUS MATTERS**

**ADMINISTRATION COMMITTEE**

*None.*

**PUBLIC WORKS COMMITTEE**

*None.*

**ECONOMIC DEVELOPMENT COMMITTEE**

Committee convened at 7:56 p.m.

Committee Action for items #27 & #28: Ald. Weigel moved to approve with a \$15 fee per scheduled date. Ald. Nowling seconded. Motion carried.

- 27. [2026-06169](#) Application for an Unlimited Transfer Full-Service Retail Outlet license at 6501 W. National Ave. for Naus Brewing LLC, DBA Perspective Brewing Company. Agent: Daniel Naus

**Council Action:** Ald. Kuehn moved to act in accordance with the committee report. Motion carried by roll call vote:

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

**No:** 0

- 28. [2026-06211](#) Application for an Unlimited Transfer Full-Service Retail Outlet license at 6501 W. National Ave. for Ope Brewing Company, DBA Ope Brewing Company. Agent: John Onopa

**Council Action:** Ald. Kuehn moved to act in accordance with the committee report. Motion carried by roll call vote:

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

**No:** 0

Committee Action for item #29: Ald. Weigel moved to approve. Ald. Kuehn seconded. Motion carried.

- 29. [R-2026-4092](#) Resolution to satisfy an economic development loan issued to Ethiopia (Motherland of Coffee) Coffee Shop LLC.

**Council Action:** Ald. Kuehn moved to act in accordance with the committee report. Motion carried by roll call vote:

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

No: 0

Ald. Weigel moved to adjourn at 8:06 p.m. Ald. Nowling seconded. Motion carried.

## PUBLIC SAFETY COMMITTEE

Committee convened at 7:57 p.m.

Committee Action for item #30: Ald. Haass moved to pass item #30. Ald. Turner seconded. Motion carried.

30. [O-2026-0341](#) Ordinance to update duties and responsibilities for the Commission on Aging.

**Sponsors:** Alderperson Turner

**Council Action:** Ald. Grisham moved to act in accordance with the committee report. Motion carried by roll call vote:

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

No: 0

Committee Action for items #31 - #33: Ald. Haass moved to approve. Ald. Turner seconded. Motion carried.

31. [2026-06112](#) Appointment by Mayor Devine of David Owens to the Milwaukee Metro Fire Commission, with a 1-year term to expire 2027.

**Council Action:** Ald. Grisham moved to act in accordance with the committee report. Motion carried by roll call vote:

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

No: 0

32. [2026-06106](#) Appointment by Mayor Devine of Nikki Curtis to the Milwaukee Metro Fire Commission, with a 2-year term to expire 2028.

**Council Action:** Ald. Grisham moved to act in accordance with the committee report. Motion carried by roll call vote:

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

No: 0

33. [2026-06110](#) Appointment by Mayor Devine of Amy Heron to the Milwaukee Metro Fire Commission, with a 3-year term to expire 2029.

**Council Action:** Ald. Grisham moved to act in accordance with the committee report. Motion carried by roll call vote:

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

No: 0

Ald. Halvorsen moved to adjourn at 8:10 p.m. Ald. Haass seconded. Motion carried.

**O. ADJOURNMENT**

**Ald. Haass moved to adjourn at 8:19 p.m. Ald. Grisham seconded. Motion carried.**

**Next scheduled meeting is May 5, 2026 at 7:00 p.m.**



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

**NON-DISCRIMINATION STATEMENT**

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

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

**LIMITED ENGLISH PROFICIENCY STATEMENT**

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

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4300**

**RESOLUTION TO CREATE A PROFESSIONAL SERVICE CONTRACT WITH  
RASMITH TO PROVIDE CONSTRUCTION MANAGEMENT OF PRIVATE  
PROPERTY IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$65,000.00**

**NOW THEREFORE**, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated March 19th, 2026 submitted by raSmith for furnishing Engineering Consulting Services to provide construction management of private property improvements for an amount not to exceed \$65,000.00 be and is hereby accepted. Funding for this purchase will be reimbursed through the MMSD Private Property Infiltration and Inflow Reduction Agreement No. M10005WE05, DNR Safe Drinking Water Loan Program Project No. 5404-12 and through Special Assessments.

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

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from raSmith as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

**SECTION 1:**            **ADOPTION** “R-2026-4300” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2026-4300(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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

## 2026 West Allis LSLR Program Scope and LOE Estimate

3/19/2026

The City of West Allis has a large backlog of water services that need replacement from the curb stop near the property line to the interior water meter. The City is requesting an estimate of inspection effort with reporting that closely resembles what was provided for the water laterals replaced as part of the private property improvement and stand alone lead service lateral projects performed over the last several years. This project is designed as a stand alone project, separate from current CIP projects in the City. These laterals are in locations where the public side of the watermain and service have already been replaced, and we're returning to replace the private side. Property owners have been notified that this is a mandatory replacement program.

The following is a cost estimate breakdown to perform inspection services for the LSLR program in 2026:

### 2026 Construction Related Services Cost Estimate

There are approximately 225 water service laterals that are scheduled to be replaced as of the writing of this proposal. The plan is to have Chuck Pape available throughout the project, along with Kate Jankowski and Anthony Hyndiuk serving as backups for both MMSD PPII and LSLR projects. In the event that there is overlap between the LSL and PPII programs, we may need to introduce another staff person to the project, but don't anticipate this need. In this event, Chuck and/or Kate will still assume a lead role for the project. Each have had extensive experience with West Allis in the prior private property and lead service lateral replacement programs. With that, consider the following:

### Estimated Hourly Breakdown of Costs

- Project Administration/Management—Chris Stamborski
  - 50 hours \* \$210/hour = \$10,500.00
- Lead Field Representative—Chuck Pape/Kate Jankowski
  - 900 hours (assuming ~ 4 hours/lateral, based on 2025 productivity) \* \$145/hour = \$130,500.00
  - Anthony Hyndiuk would bill at \$125/hour
- **Totals—950 hours—\$141,000.00**

\*Assume mileage expenses of approximately \$2,500.

### Summary

We believe our team provides great value to the City beyond the hours and billable rates alone, and appreciate the City recognizing this with continued work on these types of projects. Chuck, Kate, and Anthony's ability to work independently has provided value to the City in these projects, as it has limited the need for additional inspectors, and helped to reduce the amount of City-staff time needed on these types of projects. Our staff has also worked closely with City building, plumbing and electrical inspection departments too, serving as a liaison throughout these projects. We expect this level of service to again be in place for this year's program.

A new work order in the amount of \$145,000.00 would cover the budgeted costs based on the above estimate of services to be replaced. Since this effort is T&M, we could adjust the budget, if necessary, to account for any additional effort necessary based on the progression of the project.

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4301**

**RESOLUTION TO APPROVE BID OF ZIGNEGO COMPANY, INC. FOR STREET  
CONSTRUCTION IN S. 78TH ST. FROM W. BELOIT RD. TO W. ARTHUR AVE., S.  
88TH ST. FROM W. CLEVELAND AVE. TO W. MONTANA AVE., AND S. 88TH ST.  
FROM W. MAPLE ST. TO W. MITCHELL ST. IN THE CITY OF WEST ALLIS IN  
THE AMOUNT OF \$2,155,297.43**

**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 were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Zignego Company, Inc. for 2026 Project No. 7 be accepted.

**NOW THEREFORE**, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Zignego Company, Inc. for 2026 Project No. 7 for the installation of concrete curb and gutter, concrete pavement, concrete sidewalk, driveway replacement, sanitary sewer relay, storm sewer relay, water main relay, building services and utility adjustments at:

- S. 78th St. from W. Beloit Rd. to W. Arthur Ave.
- S. 88th St. from W. Cleveland Ave. to W. Montana Ave.
- S. 88th St. from W. Maple St. to W. Mitchell St.

for the sum of Two million, One Hundred Fifty-five Thousand, Two Hundred Ninety-seven and 43/100 dollars (2,155,297.43) 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 street, water, sanitary sewer bond funds, storm sewer cash, and Capital Projects cash reserves (future reimbursement from special assessments).

**SECTION 1:**        **ADOPTION** “R-2026-4301” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2026-4301(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4302**

**RESOLUTION ACCEPTING THE WORK OF PRO ELECTRIC, INC. FOR STREET  
LIGHTING CONVERSION AT VARIOUS LOCATIONS IN THE CITY OF WEST  
ALLIS AND AUTHORIZING AND DIRECTING SETTLEMENT OF SAID  
CONTRACT IN ACCORDANCE WITH CONTRACT TERMS OF 2025 PROJECT  
NO. 19 FOR FINAL PAYMENT OF \$1,000**

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

**NOW THEREFORE**, be it resolved by the Common Council of the City of West Allis that the work of Pro Electric, Inc. (2025 Project No.19) for the conversion of street lighting from high voltage series to low voltage parallel with LED luminaires, including removing existing bases, salvaging poles and arms, and installing low voltage infrastructure at the following locations is accepted:

Lighting Circuit D-4: S. 60th St. to East City Limits & W. Lincoln Ave. to South City Limits  
Lighting Circuit D-5: S. 68th St. to S. 60th St. & W. Lincoln Ave. to South City Limits

**BE IT FURTHER RESOLVED** that the proper City officers are authorized and directed to make settlement with the said contractor in accordance with terms of said contract.

**SECTION 1:**        **ADOPTION** “R-2026-4302” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2026-4302(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4303**

**RESOLUTION TO AMEND AN EXISTING CONTRACT WITH KL  
ENGINEERING, INC. FOR CONSULTING SERVICES RELATED TO THE DESIGN  
OF THE STREET LIGHTING CONVERSION PLANS FOR AN AMOUNT NOT TO  
EXCEED \$120,000**

**WHEREAS**, the City had an existing agreement with KL Engineering, Inc. to prepare a Street Lighting Conversion Plan for the City of West Allis that was presented to the Common Council, and which outlines a budget and construction plan for the duration of the entire street lighting conversion process; and,

**WHEREAS**, with the recent discontinuance of low-pressure sodium (LPS) luminaire manufacturing, the City has approximately 5 years before large numbers of streetlight fixtures begin to go dark; the Street Lighting Conversion Plan evaluated alternatives for upgrading the City's lighting system to ensure lighting systems remain operational, to increase overall efficiency, and to take advantage of cost-savings resulting from decreased energy usage and maintenance; and,

**WHEREAS**, the City previously amended their agreement with KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2026.; and,

**WHEREAS**, the City will need further assistance from KL Engineering, Inc. to produce additional drawings and specifications for the new street lighting circuits which will be under construction in 2027; and,

**WHEREAS**, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of KL Engineering, Inc. be accepted; and,

**WHEREAS**, the funds to be used for this project have been included in the 2026 adopted budget.

**NOW THEREFORE**, be it resolved by the Common Council of the City of West Allis that the proposals dated April 20, 2026, submitted by KL Engineering, Inc. for furnishing Engineering Consulting Services related to the conversion of old series street lighting circuits to new parallel circuits with LED lighting for an amount not to exceed \$120,000 are accepted.

**BE IT FURTHER RESOLVED** that funding for this purchase has been budgeted and is available in the 2026 Capital Project Fund, and the services will be charged to Account Number 354-6051-517.31-01, Project M2620M.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized to amend the Contract with KL Engineering, Inc.

**BE IT FURTHER RESOLVED** that the city attorney is authorized to make any non-substantive changes to the approved documents to effectuate their intent and to prepare and deliver any other documents necessary to complete the approved transaction.

**SECTION 1: ADOPTION** “R-2026-4303” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2026-4303(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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



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

April 20, 2026

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

RE: Proposal for Lighting Design Services – City of West Allis – 2027 Lighting Circuit Upgrades

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform lighting and electrical design for the 2027 Lighting Circuit Upgrades. The following attachments are included with this letter, and should be considered part of our contract for engineering services:

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

The total cost for lighting design services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$120,000**. The level of effort for KL Engineering to provide lighting and electrical design is described in **Attachment A**.

The assumptions, schedule, and cost included with this proposal have been based on our experience with the previous circuit conversion projects. For reference, the cost assumes a similar magnitude of work as compared to previous years, averaging 350 lighting units converted between both City and Contractor forces.

Upon delegation of circuits to be converted with this design contract, KL will coordinate with the City of West Allis to ensure the work and budget are compatible. KL will produce a written document to confirm contract scope and budget, and any discrepancies will be handled via amendment as necessary.

#### Basis of Payment and General Conditions

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

Standard billing rates provided with this contract will be subject to revision as necessary after November 1, 2026. These rates will be reflected in KL's invoice statements at that time.

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

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

Sincerely,  
KL Engineering, Inc.



Jake Joyal, P.E.  
Project Leader II

KL Engineering, Inc.

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

Title: Director – Infrastructure Services

Date: April 20, 2026

City of West Allis

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

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

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

# Attachment A

## Contract Assumptions and Scope of Services

### Lighting and Electrical Design Services 2027 Circuit Conversions West Allis, Wisconsin

This document describes contract assumptions and provides a scope of services to perform lighting and electrical design services for the City of West Allis, Wisconsin. The scope of services are described as follows:

#### **Project Assumptions**

- Lighting Design Assumptions:
  - Lighting design will utilize and reference West Allis standard electrical specifications and details.
  - Lighting infrastructure will be designed to meet NEC specifications.
  - Includes revisions to the electrical standards and details as necessary based on lessons learned from previous Circuit Conversion projects.
  - Lighting design will be based on a 1-for-1 replacement with existing lighting units. Exact layout will be designed based on best practices, field conditions, and construction coordination.
  - Photometric modeling and illumination documentation are not included.
  - All lighting infrastructure will conform to the standardized materials as determined for use with these projects. Exceptions to standard conditions may require additional design effort to complete.

#### **Preliminary Engineering:**

The preliminary engineering phase includes data collection and investigative efforts necessary to establish the design parameters that will be subsequently used in the Design Engineering phase.

The scope of preliminary engineering work is similar for all project circuits. The preliminary engineering sub-tasks include the following:

- Update the Lighting System Analyzer Database
  - The database prepared as part of the planning study will be updated and maintained on an ongoing basis.
    - Updates include adjusting estimates to reflect 2026 bid results.
- Meetings – KL will facilitate a kickoff meeting in the spring of 2026 at the City of West Allis to confirm the following project details:
  - Lessons learned from 2026 Circuit Conversion Design Process
  - Schedule and project milestones
  - Design methodology and standard practices
  - Points of contact and coordination
- Mapping
  - KL will use the city's GIS database to develop a 2D layout of the extents of each circuit to be used in lieu of actual survey data. This database will also be used to obtain rough approximations of gas and electric utility locations, as well as existing streetlighting infrastructure.
  - KL will coordinate with diggers hotline for utility mapping of the circuit conversion area to determine potential locations of significant conflicts.
  - KL will perform a field review and manually locate all streetlighting units and controls. Data will be uploaded into Civil 3D for design utilization to create removal plans.
  - Field survey will not be collected for typical lighting design except for when work falls within roadway reconstruction limits, where KL will coordinate with the city to obtain survey data from others. KL may request additional survey to be completed by the city when more specific mapping data is required.
- Field Work
  - KL will perform field reviews to manually locate all existing streetlighting infrastructure for the specified high voltage series circuits.
  - KL will inspect all existing lighting infrastructure to determine and document its availability for re-use.

- KL will measure all applicable panel amperages and circuit voltage drops on existing low voltage electrical services to determine capacity for carrying additional loads from converted high voltage systems.
- KL will field verify and document any significant potential conflicts including complex overhead or underground utility configurations, steep grades, railroad corridors, tree canopy issues, paved terrace areas, and other similar features.
- KL will field document all existing signing within the project limits as it pertains to shared lighting infrastructure.
- Deliverables
  - Includes plans with existing conditions mapping and depiction of all features described above.
  - Includes site photos, electrical documentation, and other field notes.

### **Design Engineering:**

This task includes completion of streetlighting, and electrical design for the high voltage circuits, as well as development of plans, specifications and construction estimates for preliminary and final project intervals. The scope of design engineering work is similar for all project segments.

The design engineering sub-tasks include the following:

- Meetings – KL will meet with City staff at two (2) design intervals in summer and fall to review all circuit conversion design plans and determine any conflicts with scheduling or roadway reconstruction projects.
- Electrical Service and Lighting Controls Coordination
  - Using the City mapping created from GIS and manual locates, proposed cabinet locations will be determined. Proposed cabinet locations shall be optimized by taking consideration of neighboring low voltage service capacities, as well as all future high voltage circuit conversion projects.
    - It is assumed that existing low voltage lighting services outside of the project limits may be considered as a potential power source.
    - It is assumed that proposed low voltage lighting services may be installed with the anticipation for future expansion beyond the project limits.
  - This task includes coordination with the electrical utility for up to one (1) new electrical service per high voltage series circuit being converted, completing the permit form and application, and conflict mitigation.
- Street Lighting Design
  - All existing street lighting infrastructure that was located from manual inspection and GIS databases will be mapped in AutoCAD Civil 3D and required removals will be determined.
  - Final lighting layout, electrical conduit routing, pull box and control cabinet locations will be mapped in AutoCAD Civil 3D.
  - Using the proposed layouts, voltage drop calculations will be performed to determine optimized electrical circuiting and conductor sizing. All calculations will be documented with spreadsheets and will be available for review upon request.
  - Includes establishing requirements for temporary connections, temporary lighting, and other construction operations.
  - Includes accounting for sign replacement where infrastructure is shared
- Field Work
  - Upon completion of pre-final design, KL will field verify all proposed lighting, pull box and cabinet locations to ensure design efficiency and mitigate conflicts with existing geometrics and known utilities.

### **Bidding and Administration:**

This task includes preparing and submitting deliverables for project advertisement and letting. The scope of bidding and administration work is similar for all project segments.

The bidding and administration sub-tasks include the following:

- Prepare Bidding Plans and Specifications – KL will develop and submit construction documents for each circuit conversion, for two project intervals, pre-final and final, with one (1) opportunity for official review after the pre-final submittal. Deliverables will include the following:

- Lighting Removal Plans
- Lighting Plans
- Signing Plans
- Construction Details (4 pages)
- Technical Specifications
- Bid Tabulations
- Project Delivery and Administration
  - This proposal assumes that construction estimates will be updated continuously and presented at check-in meetings with the City of West Allis.
  - This proposal assumes lighting designs associated with any concurrent roadway reconstruction projects will be included with the circuit conversion project lettings and will not be bid as part of the roadway projects. Preparing lighting deliverables for multiple lettings may require additional services to complete.
  - This proposal is based on the City completing bidding documents and advertisement for one (1) letting per all high voltage series circuit conversions. The required contractor sealed bid submittal package will include the following elements that then assure conformance with state bidding and construction laws as noted in Wisconsin Statutes 66.0901, and 62.15:
    - Bid bond
    - Signed bid form (binding price)
    - All proposed material submittals (correlate with the bid price)
    - Affidavit of organization
    - Project bidding manual
    - Project advertisement on Quest
    - Other front-end documents as required
- Meetings and Coordination:
  - Includes one (1) kick-off meeting as described previously.
  - Includes two (2) design review meetings as described previously.
  - Includes one (1) pre-bid meeting with contractors.

**Project Schedule:**

We anticipate quickly mobilizing upon receiving authorization to proceed with the intent to prepare biddable plans for a construction site in early spring. See below for the anticipated design schedule for the 2027 lighting upgrade projects:

- April 28, 2026: Authorization to proceed
- Spring, 2026: Kickoff meeting
- Summer, 2026: Design review meeting #1
- Fall, 2026: Design review meeting #2
- Early December, 2026: Plans to City for Review
- Late December, 2026: Plans advertised for bids
- January, 2027: Award bids
- April, 2027: Start construction

The schedule for the remainder of the construction season will be dictated by the contractor(s) who will be selected to complete the work and other factors that will be determined through the design process.

STANDARD BILLING RATE SCHEDULE  
EFFECTIVE NOVEMBER 1, 2025

|                         |          |
|-------------------------|----------|
| Limited Term Employee   | \$80.00  |
| Administration          | \$90.00  |
| Senior Administration   | \$115.00 |
| Technician I            | \$85.00  |
| Technician II           | \$95.00  |
| Technician III          | \$100.00 |
| Technician IV           | \$107.00 |
| Technician V            | \$112.00 |
| Senior Technician I     | \$125.00 |
| Senior Technician II    | \$130.00 |
| Senior Technician III   | \$140.00 |
| Senior Technician IV    | \$150.00 |
| Senior Technician V     | \$165.00 |
| Surveyor I              | \$90.00  |
| Surveyor II             | \$95.00  |
| Surveyor III            | \$100.00 |
| Surveyor IV             | \$113.00 |
| Surveyor V              | \$117.00 |
| Senior Surveyor I       | \$125.00 |
| Senior Surveyor II      | \$130.00 |
| Senior Surveyor III     | \$135.00 |
| Senior Surveyor IV      | \$145.00 |
| Senior Surveyor V       | \$150.00 |
| Engineer I              | \$116.00 |
| Engineer II             | \$120.00 |
| Engineer III            | \$126.00 |
| Engineer IV             | \$130.00 |
| Engineer V              | \$136.00 |
| Electrical Engineer I   | \$118.00 |
| Senior Engineer I       | \$142.00 |
| Senior Engineer II      | \$146.00 |
| Senior Engineer III     | \$155.00 |
| Senior Engineer IV      | \$165.00 |
| Senior Engineer V       | \$170.00 |
| Senior Specialist I     | \$135.00 |
| Senior Specialist II    | \$142.00 |
| Senior Specialist III   | \$150.00 |
| Senior Specialist IV    | \$175.00 |
| Senior Specialist V     | \$188.00 |
| Technical Leader I      | \$170.00 |
| Technical Leader II     | \$175.00 |
| Technical Leader III    | \$185.00 |
| Project Leader I        | \$170.00 |
| Project Leader II       | \$175.00 |
| Project Leader III      | \$185.00 |
| Senior Technical Leader | \$195.00 |
| Senior Project Leader   | \$195.00 |
| Discipline Leader       | \$200.00 |
| Director                | \$225.00 |
| Executive               | \$235.00 |

**Expenses**

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

**Travel Expenses**

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

**Billing and Payment**

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

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

---

This schedule of billing rates is effective November 1, 2025 and will remain in effect until October 31, 2026 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

## KL ENGINEERING, INC.

## General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization from the Client to proceed. Receipt of a signed Agreement will be considered written authorization. For projects requiring phased services, a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase. For projects not requiring phased services, a final approval of the work is required prior to completion of the project.
2. Pursuant to the scope of the project described herein, KL Engineering, Inc. shall perform the services, which may include the preparation of design documents, all of which will be subject to Client's review and approval and all of which KL Engineering, Inc. shall perform and prepare within the fee terms described herein. If Client requests revisions to the services and/or design documents, and if the same is within the scope of services, KL Engineering, Inc. shall make the requested revisions at no additional cost in accordance with the terms of this Agreement. Any revisions requested beyond the original identified scope are provided as Additional Services and will be billed according to KL Engineering, Inc.'s current billing schedule.
3. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days from the date of the invoice. Past due balances shall be subject to an interest charge at a rate of 1½% per month and Client shall be responsible for the cost of collection, including attorney's fees. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under this Agreement and any other agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
4. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope of the projects and/or services. KL Engineering, Inc., will promptly inform the Client in writing of such situations so that changes in this agreement can be made as required.
5. Costs and schedule commitments under this Agreement shall be subject to change for delays caused by the Client's failure to provide specified facilities, resources, or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
6. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the Agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this Agreement is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect. IN NO EVENT SHALL KL ENGINEERING BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION OF VALUE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTACT, TORT OR OTHERWISE. IN NO EVENT SHALL KL ENGINEERING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE CLIENT TO KL ENGINEERING, INC. HEREUNDER.
7. Client shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Client or any person or organization for which Client has engaged or is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
8. In the event of a dispute between KL Engineering, Inc. and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. If such negotiation fails to resolve the dispute, KL Engineering, Inc. and Client agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation or either party may take other steps to resolve the dispute. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
9. Termination of this Agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Client violates the agreements entered into between KL Engineering, Inc., and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
10. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client's sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.
11. KL Engineering, Inc. is allowed to maintain for its own use and reference, its research and development and associated technologies it develops during the course of this Agreement and/or resulting from the performance of its services. Furthermore, KL Engineering, Inc. has created or acquired rights in certain intellectual property prior to this Agreement or unrelated to the services. KL Engineering, Inc. retains all ownership rights in this intellectual property, including all improvements, modifications, enhancements, and derivatives thereof.
12. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any Uniform Commercial Code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. The terms herein shall exclusively govern the services to be provided by KL Engineering, Inc. to Client.
13. KL Engineering, Inc., intends to serve as the Client's professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
14. This Agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
16. This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
17. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4304**

**RESOLUTION TO AMEND AN EXISTING CONTRACT WITH KL  
ENGINEERING, INC. FOR CONSULTING SERVICES RELATED TO THE  
CONSTRUCTION OVERSIGHT OF THE STREET LIGHTING CONVERSION FOR  
AN AMOUNT NOT TO EXCEED \$140,000**

**WHEREAS**, the City had an existing agreement with KL Engineering, Inc. to design and oversee the construction of the City’s street lighting conversion process; and,

**WHEREAS**, the City previously amended the agreement with KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits; and,

**WHEREAS**, the City will need further assistance from KL Engineering, Inc. to provide direct construction oversight of the lighting conversion projects and to ensure the work completed meets high quality standards and conforms to the plan and specification requirements; and,

**WHEREAS**, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of KL Engineering, Inc. be accepted; and,

**WHEREAS**, the funds to be used for this project have been included in the 2026 adopted budget.

**NOW THEREFORE**, be it resolved by the Common Council of the City of West Allis that the proposals dated April 20, 2026, submitted by KL Engineering, Inc. for furnishing Engineering Consulting Services related to the conversion of old series street lighting circuits to new parallel circuits with LED lighting for an amount not to exceed \$140,000 are accepted.

**BE IT FURTHER RESOLVED** that funding for this work has been budgeted and is available in the 2026 Capital Project Fund, and the services will be charged to Account Number 354-6051-517.31-01, Project M2620M.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized to amend the Contract with KL Engineering, Inc.

**BE IT FURTHER RESOLVED** that the city attorney is authorized to make any non-substantive changes to the approved documents to effectuate their intent and to prepare and deliver any other documents necessary to complete the approved transaction.

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

ADOPTION

Na(Added)

SECTION 2: ADOPTION "R-2026-4304" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2026-4304(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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



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

April 20, 2026

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

RE: Proposal for Construction Engineering Services – City of West Allis – 2026 Lighting Circuit Upgrades

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform construction engineering services for the 2026 Lighting Circuit Upgrade Project. The following attachments are included with this letter and should be considered part of our contract for engineering services:

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

The assumptions, schedule, and cost included with this proposal have been based on our experience with the previous circuit conversion projects. For reference, the cost for construction oversight included with this proposal (\$730/light) is of greater proportion to our costs for the 2025 circuit conversion projects (\$660/light), but is consistent with years prior. This slight increase is due to a combination of inflation, and utilizing new local staff, including a Senior Construction Oversight Engineer with more experience.

The total cost for construction services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$140,000**. The level of effort for KL Engineering to provide construction oversight and inspection is described in **Attachment A**. Our cost includes funds for the oversight of 2026 Circuit conversions, as well as a credit that will rollover from the 2025 circuit conversion oversight contract.

- 2025 Oversight Credit: -\$10,000
- 2026 Construction Oversight: \$150,000
  - Scoped as attached
- Total Contract Cost: \$140,000

#### Basis of Payment and General Conditions

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

Standard billing rates provided with this contract will be subject to revision as necessary after November 1, 2026. These rates will be reflected in KL's invoice statements at that time.

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

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

Sincerely,  
KL Engineering, Inc.



Jake Joyal, P.E.  
Project Leader

KL Engineering, Inc.

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



Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: April 20, 2026

City of West Allis

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

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

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

# Attachment A

## Construction Engineering Scope of Services

### 2026 Circuit Conversions West Allis, Wisconsin

#### **Project Background:**

This proposal is to perform construction engineering services for the 2026 circuit conversion projects. Projects included in the 2026 Streetlighting Circuit Conversion scope are as follows:

1. Circuit S-1: Entire Circuit
2. Circuit U-4: Entire Circuit

#### **Active Construction Oversight and Inspection**

- Schedule Assumptions:
  - Construction kickoff by April 20, 2026
  - Construction sufficient completion deadline (per bid contract) is October 31, 2026
  - Full-time active construction is expected to occur for a 31-week project duration (29-week allowable schedule, with an additional 2-weeks for as-built quantification)
- Basis for Active Oversight and Inspection by KL Engineering:
  - Accounts for staffing for the entire 31-week project duration
  - Based on an average of just under 2.5 site visits/full days on site per week for the entire duration
  - Oversight efforts are expected to vary dependent on the pace and schedule of the contractor

#### **Project Management and Administration:**

This task involves administrative efforts necessary to establish the project oversight and ensure adequate construction progress. The sub-tasks include the following:

- Meetings
  - A pre-construction meeting will be held prior to construction start
  - Facilitate construction progress and scheduling meetings, assumed to be held every other week.
- Material Reviews
  - This proposal includes administrative and technical support to review equipment submittals from the contractor.
- Technical Support
  - This proposal includes technical support during construction to address inquiries regarding design intent, reviewing construction change requests, and teleconferences.

#### **Construction Oversight and Inspection:**

This task involves efforts necessary to provide direct construction oversight of the lighting conversion projects, and to ensure the work completed conforms to the plan and specification requirements. The sub-tasks include the following:

- Construction Oversight
  - Provide staff to oversee project management and administrative tasks.
  - Management tasks include progress reporting, meetings, and other administrative tasks.
- Construction Inspection
  - Staking – Provide initial staking for all plan locations in coordination with the Contractor.
  - Routine Inspection - Provide an inspector to monitor electrical installations on a periodic basis, not full-time inspection.
  - Punch List Inspection - Provide an inspector to complete a punch list inspection for the project, including follow-up visits and documentation to ensure conformance on all punch list items.

**Deliverables and Other Items:**

This task involves efforts necessary for miscellaneous coordination and to prepare accurate and complete record drawings for each lighting conversion project. The sub-tasks include the following:

- Administrative Support:
  - Tracking and approving pay requests
  - Reviewing and approving change orders
  - Managing schedule and budget reports (monthly)
- Project Management:
  - Coordination with utilities
  - Coordination for new utility service installation
  - Coordination with property owners
  - Coordination with other projects
- As-Built Mapping:
  - As-built plans will be compiled from field locations and provided to the City in PDF format for transcription to the GIS database.



STANDARD BILLING RATE SCHEDULE  
EFFECTIVE NOVEMBER 1, 2025

|                         |          |
|-------------------------|----------|
| Limited Term Employee   | \$80.00  |
| Administration          | \$90.00  |
| Senior Administration   | \$115.00 |
| Technician I            | \$85.00  |
| Technician II           | \$95.00  |
| Technician III          | \$100.00 |
| Technician IV           | \$107.00 |
| Technician V            | \$112.00 |
| Senior Technician I     | \$125.00 |
| Senior Technician II    | \$130.00 |
| Senior Technician III   | \$140.00 |
| Senior Technician IV    | \$150.00 |
| Senior Technician V     | \$165.00 |
| Surveyor I              | \$90.00  |
| Surveyor II             | \$95.00  |
| Surveyor III            | \$100.00 |
| Surveyor IV             | \$113.00 |
| Surveyor V              | \$117.00 |
| Senior Surveyor I       | \$125.00 |
| Senior Surveyor II      | \$130.00 |
| Senior Surveyor III     | \$135.00 |
| Senior Surveyor IV      | \$145.00 |
| Senior Surveyor V       | \$150.00 |
| Engineer I              | \$116.00 |
| Engineer II             | \$120.00 |
| Engineer III            | \$126.00 |
| Engineer IV             | \$130.00 |
| Engineer V              | \$136.00 |
| Electrical Engineer I   | \$118.00 |
| Senior Engineer I       | \$142.00 |
| Senior Engineer II      | \$146.00 |
| Senior Engineer III     | \$155.00 |
| Senior Engineer IV      | \$165.00 |
| Senior Engineer V       | \$170.00 |
| Senior Specialist I     | \$135.00 |
| Senior Specialist II    | \$142.00 |
| Senior Specialist III   | \$150.00 |
| Senior Specialist IV    | \$175.00 |
| Senior Specialist V     | \$188.00 |
| Technical Leader I      | \$170.00 |
| Technical Leader II     | \$175.00 |
| Technical Leader III    | \$185.00 |
| Project Leader I        | \$170.00 |
| Project Leader II       | \$175.00 |
| Project Leader III      | \$185.00 |
| Senior Technical Leader | \$195.00 |
| Senior Project Leader   | \$195.00 |
| Discipline Leader       | \$200.00 |
| Director                | \$225.00 |
| Executive               | \$235.00 |

**Expenses**

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

**Travel Expenses**

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

**Billing and Payment**

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

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

---

This schedule of billing rates is effective November 1, 2025 and will remain in effect until October 31, 2026 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

## General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization from the Client to proceed. Receipt of a signed Agreement will be considered written authorization. For projects requiring phased services, a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase. For projects not requiring phased services, a final approval of the work is required prior to completion of the project.
2. Pursuant to the scope of the project described herein, KL Engineering, Inc. shall perform the services, which may include the preparation of design documents, all of which will be subject to Client's review and approval and all of which KL Engineering, Inc. shall perform and prepare within the fee terms described herein. If Client requests revisions to the services and/or design documents, and if the same is within the scope of services, KL Engineering, Inc. shall make the requested revisions at no additional cost in accordance with the terms of this Agreement. Any revisions requested beyond the original identified scope are provided as Additional Services and will be billed according to KL Engineering, Inc.'s current billing schedule.
3. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days from the date of the invoice. Past due balances shall be subject to an interest charge at a rate of 1½% per month and Client shall be responsible for the cost of collection, including attorney's fees. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under this Agreement and any other agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
4. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope of the projects and/or services. KL Engineering, Inc., will promptly inform the Client in writing of such situations so that changes in this agreement can be made as required.
5. Costs and schedule commitments under this Agreement shall be subject to change for delays caused by the Client's failure to provide specified facilities, resources, or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
6. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the Agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this Agreement is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect. IN NO EVENT SHALL KL ENGINEERING BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION OF VALUE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTACT, TORT OR OTHERWISE. IN NO EVENT SHALL KL ENGINEERING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE CLIENT TO KL ENGINEERING, INC. HEREUNDER.
7. Client shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Client or any person or organization for which Client has engaged or is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
8. In the event of a dispute between KL Engineering, Inc. and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. If such negotiation fails to resolve the dispute, KL Engineering, Inc. and Client agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation or either party may take other steps to resolve the dispute. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
9. Termination of this Agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Client violates the agreements entered into between KL Engineering, Inc., and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
10. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client's sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.
11. KL Engineering, Inc. is allowed to maintain for its own use and reference, its research and development and associated technologies it develops during the course of this Agreement and/or resulting from the performance of its services. Furthermore, KL Engineering, Inc. has created or acquired rights in certain intellectual property prior to this Agreement or unrelated to the services. KL Engineering, Inc. retains all ownership rights in this intellectual property, including all improvements, modifications, enhancements, and derivatives thereof.
12. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any Uniform Commercial Code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. The terms herein shall exclusively govern the services to be provided by KL Engineering, Inc. to Client.
13. KL Engineering, Inc., intends to serve as the Client's professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
14. This Agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
16. This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
17. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4305**

**RESOLUTION ACCEPTING THE WORK 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 AND AUTHORIZING AND  
DIRECTING SETTLEMENT OF SAID CONTRACT IN ACCORDANCE WITH  
CONTRACT TERMS OF 2025 PROJECT NO. 12 FOR FINAL PAYMENT OF  
\$1,000.00**

**WHEREAS**, Green Bay Pipe & TV, LLC has completed their contractual obligations in accordance with the plans and specifications therefore attested by the approval for payment by the City Engineer.

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

Green Bay Pipe & TV, LLC - 2025 Project No.12  
for the closed-circuit TV inspection of sanitary and storm sewers at:  
Various Locations around the City of West Allis  
is accepted, and the proper City officers are authorized and directed to make settlement with the said contractor in accordance with terms of said contract.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4345**

**RESOLUTION TO APPROVE THE 2025 CONSOLIDATED ANNUAL  
PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**WHEREAS**, Community Development Block Grant (CDBG) regulations require the preparation of a 2025 Consolidated Annual Performance and Evaluation Report (CAPER); and,

**WHEREAS**, the Community Development Block Grant Committee of the City of West Allis conducted a public hearing on March 19, 2026; and,

**WHEREAS**, the Community Development Block Grant Committee, after conducting the public hearing, recommended approval of the 2025 CAPER, of which is hereby attached as an Exhibit; and,

**WHEREAS**, appropriate documentation, communications and certifications are required to be completed and submitted to various entities in order to secure the City's Community Development Entitlement.

**NOW THEREFORE**, BE IT RESOLVED by the Common Council of the City of West Allis that the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program is hereby adopted, subject to any minor corrections, and the Planning & Zoning Director, or his designee, is hereby authorized to execute and submit the necessary documentation on behalf of the City.

**SECTION 1:           CUSTOM CLAUSE NAME**

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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



Community Planning  
and Development

**U.S. Department of Housing and Urban Development**  
Milwaukee Field Office  
Suite 950  
310 West Wisconsin Avenue  
Milwaukee, WI 53203-2289  
<http://www.hud.gov/local/mil/>

**April 14, 2026**

Steve Schaer  
Director of City Planning  
City of West Allis  
7525 W. Greenfield Ave., Room 123  
West Allis, WI 53214

SUBJECT: City of West Allis, Wisconsin  
Program Year 2025

Dear Mr. Schaer:

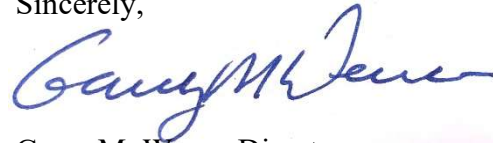
As a recipient of grant funds provided by the U.S. Department of Housing and Urban Development (HUD), each jurisdiction that has an approved Consolidated Plan shall annually review and report to HUD on the progress it has made in carrying out its Consolidated Plan and Annual Action Plan. The performance report is submitted to HUD's Office of Community Planning and Development (CPD) in the form of the Consolidated Annual Performance and Evaluation Report (CAPER).

Furthermore, the Consolidated Plan regulations at 24 CFR § 91.525 require the Department to evaluate and report to the public on a community's overall progress in the management of its program funds, compliance with the Consolidated Plan, the accuracy of performance reports, and the extent to which progress has been achieved toward the statutory goals identified in Section 91.1.

This letter serves to acknowledge your Program Year 2025 CAPER submission and to apprise you of our assessment of your jurisdiction's overall progress. HUD acknowledges the City's programmatic accomplishments during the program year. Based on our Office's review of your CAPER, we have concluded that the City has the capacity to carry out its CPD programs and has met its reporting requirements.

Thank you for your continued commitment to strengthening your community through CPD programs. Please submit any comments regarding the contents of this letter to this Office within 30 days of the date of this letter. If you have any questions concerning the progress summary or wish to request additional consultation regarding your performance, please contact CPD Representative Phoua Vang at [phoua.vang@hud.gov](mailto:phoua.vang@hud.gov).

Sincerely,



Garry M. Werra, Director  
Office of Community Planning  
and Development, 5ID

**2025 Narrative - Consolidated Annual Performance & Evaluation Report**

This report contains outcomes and accomplishments from CDBG funded program activities. HUD 24 CFR § 91.520(a) requires jurisdictions with approved consolidated plans to submit an annual performance report (CAPER) detailing progress in carrying out their strategic and action plans. In a typical program year, the primary goal of the City of West Allis Community Development Block Grant (CDBG) program is to develop a viable urban community through the provision of decent housing, suitable living environments, and economic opportunities, namely for low- and moderate-income people.

**CR-05 - Goals and Outcomes Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

An overview of major initiatives and highlights that were proposed and executed throughout the program year. CDBG Program Year Expenditures by Goals for Tables 1 and 2: (See linked [PR 26 Financial Summary](#), [PR 05 Drawdown](#) Report by Project, and Activity). Tables 1 and 2 in IDIS CR-05 do not auto-fill data for Funding expenditures for the Program Year or for the Strategic Plan to date and we cannot add data to the Tables in IDIS. We have if information in this narrative section based on data from PR 26 and PR 05.

**Table 1: Expenditures for Program Year 2025**

|                                |                   | 2025         | 2024         | 2023         | 2021        | Total                 |
|--------------------------------|-------------------|--------------|--------------|--------------|-------------|-----------------------|
| <b>Goal 1</b>                  | Housing           | \$25,622.24  | \$16,198.89  | \$1,750.80   |             | \$43,571.93           |
|                                | Code Enforcement  | \$168,534.15 | \$(1,302.36) |              |             | \$167,231.79          |
| <b>Goal 2</b>                  | Public Services   | \$151,850.24 | \$10,840.02  |              |             | \$162,690.26          |
| <b>Goal 3</b>                  | Public Facilities | \$32,612.54  | \$101,707.98 | \$421,126.97 | \$42,227.00 | \$597,674.49          |
| <b>Goal 4</b>                  | Econ Development  | \$65,000.00  | \$216,861.00 | \$115,381.72 |             | \$397,242.72          |
| <b>Goal 5</b>                  | Admin/Planning    | \$198,400.96 | \$2,635.31   |              |             | \$201,036.27          |
| <b>Total Expenditures 2025</b> |                   |              |              |              |             | <b>\$1,569,447.46</b> |

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/ outputs, and percentage completed for each of the grantee’s program year goals.

| Goal   | Category   | Source / Amount | Indicator   | Unit of Measure  | Expected – Con Plan | Actual – Con Plan | % Complete | Expected | Actual – Program | % Complete |
|--|--|-----------------|---|------------------|---------------------|-------------------|------------|----------|------------------|------------|
| Assure access to services for targeted populations (LH Pool)             | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$        | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 0                   | 1835              |            |          |                  |            |
| Assure access to services for targeted populations (ERAS, Healthy Homes) | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$        | Public service activities other than Low/Moderate Income Housing Benefit                    | Persons Assisted | 0                   | 75437             | 70.71%     | 58720    | 53345            | 90.84%     |
| Assure access to services for targeted populations (VASH)                | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$        | Homeless Person Overnight Shelter   | Persons Assisted | 0                   | 148               |            | 0        | 0                |            |

|  |  |          |   |                        |   |       |       |      |    |        |
|--|--|----------|---|------------------------|---|-------|-------|------|----|--------|
| Assure access to services for targeted populations                         | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$ | Overnight/Emergency Shelter/Transitional Housing Beds added                                 | Beds                   | 0 | 0     |       | 0    | 0  |        |
| Develop economy and employment (Facade grants)                             | Non-Housing Community Development                            | CDBG: \$ | Facade treatment/business building rehabilitation   | Business               | 0 | 6     | 50%   | 4    | 3  | 25%    |
| Develop economy and employment   | Non-Housing Community Development                            | CDBG: \$ | Jobs created/retained   | Jobs                   | 0 | 32    | 62.5% | 38   | 20 | 52.63% |
| Develop economy and employment (ED Loans)                                  | Non-Housing Community Development                            | CDBG: \$ | Businesses assisted   | Businesses Assisted    | 0 | 127   | 5.51% | 5    | 7  | 140%   |
| Improve/develop infrastructure (65 <sup>th</sup> & National Ped. Imprvmt.) | Non-Housing Community Development                            | CDBG: \$ | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 0 | 58950 | 0%    | 1835 | 0  | 0.00%  |
| Improve/develop infrastructure   | Non-Housing Community Development                            | CDBG: \$ | Public service activities other than Low/Moderate Income Housing Benefit                    | Persons Assisted       | 0 | 0     |       |      |    |        |
| Increase supply of standard affordable housing (Housing Rehab loans)       | Affordable Housing   | CDBG: \$ | Homeowner Housing Rehabilitated   | Household Housing Unit |   | 18    | 0%    | 6    | 0  | 0.00%  |

|  |                    |          |   |                        |   |   |  |       |       |         |
|--|--------------------|----------|---|------------------------|---|---|--|-------|-------|---------|
| Increase supply of standard affordable housing     | Affordable Housing | CDBG: \$ | Housing Code Enforcement/Foreclosed Property Care | Household Housing Unit | 0 | 0 |  | 4065  | 2197  | 54.04%  |
| Provide strong program planning and administration | Administration     | CDBG: \$ | Other   | Other                  | 0 | 1 |  | 53000 | 53000 | 100.00% |

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

West Allis’s Goals #1 and #2 focus on redeveloping abandoned or underutilized industrial sites by removing barriers to sustainable development, planning for improved neighborhoods, and eliminating slum and blighting influences. In 2025, the city completed the construction of a new 247-unit apartment housing project in partnership with 3 Leaf Partners on the site of the former Clark Oil Headquarters, with the grand opening occurring in the third quarter of 2025.

Staff also worked to address several idle and abandoned commercial properties located throughout the City. One site, the former commercial space Czars Bar, has received formal approval to be converted into single-family housing. The CDA has directed staff to prepare an agreement with Habitat for Humanity to build two affordable homes. In 2024 the former bar was cleared as a spot-blight remediation activity with CDBG funding. Construction of the two affordable homes is expected to begin in summer 2026. The Housing Rehabilitation Team will use HOME program income funds from previously funded loans to address the poor condition of the property. Additionally, Commercial Façade projects completed during fiscal year 2025 included Caulfields restaurant at 7413 W. Greenfield Avenue, a \$20,000 grant for a \$700,000 investment. The Emerald event space at 7546 W. Greenfield Avenue, a \$65,000 grant for an \$800,000 investment. Also, 6841 W. Beloit a neighborhood retail grocery store a \$20,000 grant for a \$1.6 million investment. Overall, the Commercial Façade Grant program helped leverage an estimated \$29.76 of private investment for every \$1 of CDBG grant funding.

Efforts in 2025 also continued planning for additional housing opportunities throughout the city. Staff explored and continued to encourage developers to consider incorporating HOME funds, project-based vouchers, or tax credit housing into development proposals in West Allis. The City also continues to explore the use of CDBG funds at the “block” level through potential neighborhood group funding, direct neighborhood improvements (such as connections, parks, and employment opportunities), and community-building initiatives within the City’s Low-Moderate Income Areas

(LMAs). In 2025, the city completed construction of a new pavilion at Liberty Heights Park, replacing the aging pavilion originally built in 1937. The Liberty Heights Park Pavilion project concluded in summer 2025, completing the planning efforts that began in 2024.

West Allis's Goals #3 and #6 focus on addressing the needs of low- to moderate-income neighborhoods by reducing crime through awareness programs, planning for improved neighborhoods, enhancing the condition of neighborhood parks, and improving infrastructure for public facilities and the delivery of social services and outreach programs. Programs such as the Community Service Officer initiative, Graffiti Removal, and Gang Prevention expanded public safety resources that would not otherwise be available to LMI neighborhoods without CDBG funding.

The Family Resource Center provided childcare and structured workshop and activity services to 104 individuals. The Frail Elderly Home Service/Neighborhood Outreach Program (Eras Senior Network) served 350 older adults, helping them remain in their homes through services such as one-way transportation, home chores and repairs, in-person visits, and shopping trips. In addition, the Police Department provided domestic violence support services to 53 adults and 26 children in 2025, marking another year of expansion for WISH, a public service program assisting individuals who are experiencing or have experienced domestic violence. CDBG funds also assisted WRTP/Big Step, which assisted 74 low- to moderate-income individuals who were unemployed or underemployed with job search assistance.

The 65<sup>th</sup> and National Ave. Pedestrian Improvements project was set to begin in 2025 and was meant to assist 1,835 people. However, federal funding had not been released until June of 2025, pushing back the timeline of completion for this project until March of 2026. The homeowner rehabilitation projects were not accomplished in 2025, for reasons explained further in this document including but not limited to not receiving AUGF in time, receiving unqualified applications, and fewer applications received overall due to rising inflationary and construction costs. Code Enforcement's exterior maintenance program did occur in 2025, with 4,065 inspections conducted. Of those, 2,197 cases had been fully resolved within the 2025 funding year.

**CR-10 - Racial and Ethnic composition of families assisted Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

| <b>Demographic</b>                        | <b>Individuals Served</b> |
|---|---------------------------|
| White                                     | 586                       |
| Black or African American                 | 91                        |
| Asian                                     | 5                         |
| American Indian                           | 3                         |
| Native Hawaiian or Other Pacific Islander | 2                         |
| Other multi-racial                        | 59                        |
| <b>Total</b>                              | <b>746</b>                |
| Hispanic                                  | 86                        |
| Not Hispanic                              | 491                       |

**Narrative**

All racial and ethnic beneficiary data is collected from self-certification forms for LMC or LMH activities and applications for LMC or LMH activities. These numbers are a compilation of individuals and households for the 2025 CDBG funding year.

The income level of beneficiaries reported in LMC, LMJ, and LMH activities for 2025 is shown below:

|               |            |
|---------------|------------|
| Extremely Low | 515        |
| Low           | 167        |
| Moderate      | 65         |
| Non-LMI       | 1          |
| <b>Total</b>  | <b>748</b> |

**CR-15 - Resources and Investments 91.520(a) Identify the resources made available**

| <b>Source of Funds</b> | <b>Source</b>    | <b>Resources Made Available</b> | <b>Amount Expended During Program Year</b> |
|------------------------|------------------|---------------------------------|--|
| CDBG                   | public - federal | 1,586,696                       | 1,232,340                                  |

**Table 3 - Resources Made Available**

**Narrative**

CDBG Program Year Expenditures by Goals for Tables 1 and 2:

(See Attached PR 26 Financial Summary, PR 05 Drawdown Report by Project, Activity)

Tables 1 and 2 in IDIS CR-05 do not auto-fill data for Funding expenditures for the Program Year or for the Strategic Plan to date and we cannot add data to the Tables in IDIS. We have provided that information in this narrative section based on data from PR 26 and PR 05.

**Table 1: Expenditures for Program Year 2025**

|        |                   | 2025         | 2024         | 2023                      | 2021        | Total                 |
|--------|-------------------|--------------|--------------|---------------------------|-------------|-----------------------|
| Goal 1 | Housing           | \$25,622.24  | \$16,198.89  | \$1,750.80                |             | \$43,571.93           |
|        | Code Enforcement  | \$168,534.15 | (\$1,302.35) |                           |             | \$167,231.80          |
| Goal 2 | Public Services   | \$128,530.34 | \$10,840.02  |                           |             | \$139,370.36          |
| Goal 3 | Public Facilities | \$32,612.54  | \$101,707.98 | \$421,126.97              | \$42,227.00 | \$597,674.49          |
| Goal 4 | Econ Development  | \$115,381.72 | \$216,861    |                           |             | \$332,242.72          |
| Goal 5 | Admin/Planning    | \$198,163.77 | \$2,653.31   |                           |             | \$200,817.08          |
|        |                   |              |              | <b>Total Expenditures</b> |             | <b>\$1,480,908.38</b> |

**Table 2: Expenditures Strategic Plan to Date**

| Table 2: Expenditures Strategic Plan to Date |                      | 2021        | 2022        | 2023        | 2024        | 2025        | Total       |
|--|----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Goal 1                                       | Housing              | \$63,664    | \$321,470   | \$256,934   | \$284,983   | \$208,544   | \$1,135,596 |
| Goal 2                                       | Public Services      | \$394,151   | \$68,386    | \$106,368   | \$421,058   | \$280,491   | \$1,270,454 |
| Goal 3                                       | Public Facilities    | \$643,027   | \$148,856   | \$362,612   | \$502,946   | \$157,543   | \$1,814,983 |
| Goal 4                                       | Economic Development | \$413,691   | \$214,436   | \$331,380   | \$810,101   | \$576,068   | \$2,345,675 |
| Goal 5                                       | Admin/ Planning      | \$344,200   | \$483,163   | \$534,412   | \$262,451   | \$138,245   | \$1,762,471 |
| Expenditure Totals                           |                      | \$1,858,732 | \$1,236,312 | \$1,591,705 | \$2,281,539 | \$1,360,891 | \$8,329,179 |

Table 2 indicates expenditures supporting the Strategic Plan’s initiatives for each year since 2021. Although funding drawdowns may occur within a given year, that funding may be allocated from prior years’ awards. 2025 expenditures saw a marked decrease from the 2024 totals, largely due to the Liberty Heights Pavillion project expending award funding in 2024. While pavilion improvement funding continued in 2025, the spent amount was not as high as the year previous. 2025-specific project expenditures also included design work toward ADA upgrades to Rogers Park, 65<sup>th</sup> and National pedestrian improvements, and Economic Development loans to Grebe’s Bakeries, Bars and Recreation, Soap Passion, Fork Farms, and All Goods.

**2025 Expenditures by Projects:**

**Identify the geographic distribution and location of investments**

| Target Area        | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|--------------------|----------------------------------|---------------------------------|-----------------------|
| City of West Allis | 100                              | 100                             | Jurisdiction          |

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

West Allis has an established geographic area in which 51% of the population consists of low- to moderate-income (LMI) individuals. This area is identified as the City’s “planned geographic distribution” for CDBG investments. Several activities serving this broad area benefited 31,390 individuals, including Graffiti Removal, Gang Prevention, and proactive Code Enforcement inspections. Other activities serving low- to moderate-income areas (LMAs) were targeted to smaller geographic areas, covering only a few block groups. In addition, several activities benefited limited clientele (LMC), all of whom were West Allis residents.

**Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City worked to address the blight or aging of commercial properties at various locations in the city. Efforts taken by the City’s Code Enforcement Department include proactive inspection activities that occurred for all commercial buildings along Greenfield Avenue from S. 70<sup>th</sup> St. To S. 76<sup>th</sup> St. Additional proactive inspections of commercial buildings occurred in the areas outlined within the department’s 2025 CDBG application, primarily in the north central region of the City. Without this funding match, these activities would not occur on a proactive basis to address blight and aging commercial properties throughout West Allis. Economic Development loans also sought to address blighted properties in 2025, including the site of Bars and Recreation’s Slingshot Bar, which had been a dilapidated property in need of investment as well as the facade loan disbursed to the Emerald, located in a former discount furniture warehouse.

With respect to economic development loans in general, it’s estimated that for every \$1 of federal CDBG grant, the private sector leverages/ invests \$6 of private funding. This includes owner equity and bank financing to cover the gap of starting a business or enhancing existing business in the community.

**CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

|  | <b>One-Year Goal</b> | <b>Actual</b> |
|--|----------------------|---------------|
| Number of Homeless households to be provided affordable housing units      | 0                    | 0             |
| Number of Non-Homeless households to be provided affordable housing units  | 0                    | 0             |
| Number of Special-Needs households to be provided affordable housing units | 0                    | 0             |
| <b>Total</b>   | <b>0</b>             | <b>0</b>      |

**Table 5 – Number of Households**

\*Note: Although West Allis has not historically set goals regarding the provision of affordable housing, looking into 2026 the City seeks further discussion with our Housing Department to engage in more targeted goal setting for CAPER 2026. The Housing Office participates with HUD in offering Sec 8 rent assistance, VASH (Veteran Affairs Supportive Housing) vouchers, Beloit Road Senior Housing vouchers, and a Family Self-Sufficiency program.

|  | <b>One-Year Goal</b> | <b>Actual</b> |
|--|----------------------|---------------|
| a. Number of households supported through Rental Assistance                          | 0                    | 500           |
| b. Number of households supported through The Production of New Units                | 0                    | 0             |
| c. Number of households supported through Rehab of Existing Units (pull from 25 app) | 5                    | 0             |

|   |          |            |
|---|----------|------------|
| d. Number of households supported through acquisition of Existing Units | 0        | 0          |
| <b>Total</b>  | <b>5</b> | <b>500</b> |

**Table 6 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The most recent iteration of the Consolidated Plan (2024-2029) does not expressly set goals for each category within Table 6, aside from a goal regarding the number of rehabilitated units over the next 5 years. According to the Consolidated Plan, the city should seek to rehabilitate 25 units over the next 5 years, averaging 5 units annually. Despite setting forth this goal, it was not met for several reasons. No new affordable single-family or duplex homes were renovated or sold by the end of the year 2025 with HOME funds due to not receiving Authority to Use Grant Funds (AUGF) until January 2026. Not having these funds available in time for the construction season prompts these delayed results. Additionally, supply chain issues continue to impact the completion of projects and rising inflation impacts project budgets. Several more applications were received in 2025, however they did not meet the City’s underwriting criteria. West Allis advertises our housing rehab loan program to include loans for “architectural barrier” removal for persons with disabilities, but applications for this type of rehab loan are minimal. The City’s Marketing and Engagement team is planning to engage in enhanced efforts to market the Housing Rehab programs in 2026.

When it comes to the goals set for the number of households assisted supported through rental assistance, no expressed goals were set forth in 2025. However, the City’s budget authority does not permit staff to issue all of the 638 vouchers the City was awarded by HUD. Because of this, there is a gap between the number of vouchers awarded vs those staff is authorized to issue, resulting in 500 active vouchers to support rental assistance in West Allis.

**Discuss how these outcomes will impact future annual action plans.**

Past and present accomplishments will determine if future goals should be adjusted. If demand seems to continually decrease, goals will be reduced, or vice versa.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

| Number of Households Served | CDBG Actual | HOME Actual |
|-----------------------------|-------------|-------------|
| Extremely Low-income        | 392         | 0           |
| Low-income                  | 205         | 0           |
| Moderate-income             | 145         | 0           |
| <b>Total</b>                | <b>742</b>  | <b>0</b>    |

**Table 7 – Number of Households Served**

**Narrative Information**

A total of 742 households were served in 2025, with the greatest number of households (392) qualifying as Extremely Low Income.

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of West Allis Community Development Authority (WI201) was the first Public Housing Agency (PHA) in the Milwaukee–Waukesha MSA—and possibly the first in the State of Wisconsin—to establish a preference for households experiencing homelessness when applying to the Housing Choice Voucher (HCV) waitlist. This preference was established in 2013 and has remained in place during three openings of the HCV waitlist (2013, 2015, and 2021). In 2025, the PHA didn't conduct open enrollment due to uncertainty with Annual Budget Authority. The waitlist is typically purged every 12 months to ensure that families on the list remain eligible. The existing waitlist will be utilized until the PHA is able to conduct its next Open Enrollment process.

While West Allis no longer partners with the Milwaukee County Homeless Outreach organization, other organizations and City initiatives have stepped in to help address these needs. The City's Health and Fire Department operates a Mobile Integrated Health Unit designed to reduce emergency service call volume by addressing non-life-threatening issues before they escalate into emergencies. The unit consists of a single 24-hour provider who operates their own vehicle and divides their time between responding to 911 calls and conducting scheduled visits. This unit can respond directly to scenes and transport individuals in need, including unsheltered people to appropriate facilities. Homeless individuals, victims of abuse, and residents who are non-compliant with self-administered medications can seek direct assistance through this program. Additionally, the City of West Allis administers one of the largest HUD-VASH programs in the State of WI through which 137 former homeless Veterans have been able to identify safe, decent, and affordable housing in West Allis.

The City's Community Engagement Manager has also worked to identify the needs of the homeless population through several initiatives in 2025. In October and November 2025, the Community Engagement Manager hosted two Community Conversations titled *Bridging the Gaps: Community Partnerships for Homeless Supports*. A total of 79 unique participants attended the two meetings. One of the top priorities identified during these discussions was the need for an overnight warming shelter in West Allis, as none currently exist. Since then, a group of faith-based organizations began working with Milwaukee County Housing Services to explore potential locations for such a facility.

Another outcome of these conversations was the formation of a planning committee that has met over the past four months, extending into 2026, to develop a framework for a community-wide homeless coalition. The emerging coalition, West Allis Resources for Independence, Stability, and Equity (R.I.S.E.), aims to coordinate resources and strengthen support systems for individuals experiencing homelessness. Several unhoused community members participated in both the Community Conversation series and the early stages of the coalition planning process. These efforts emphasize the importance of incorporating the voices and experiences of unhoused residents as the initiative progresses. The coalition planning committee also includes a social worker from the Southwest Suburban Health Department who works directly with the unhoused population in West Allis and serves as the director of the Students in Transition program through the West Allis–West Milwaukee School District.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

West Allis, as a member of the Milwaukee Coalition on Housing and Homelessness (formerly, Milwaukee City/County Continuum of Care) participated in the development, implementation, and progress of the adopted MCHH 10-Year Plan to End Homelessness, which can be found at: [www.milwaukeecoc.org](http://www.milwaukeecoc.org). The MCHH Board meets quarterly to review member agencies' progress towards accomplishing the stated goals of the 10-Year Plan. The MCHH operates a Housing First model of care and continues to expand Coordinated Entry throughout the continuum. This is in addition to the City's ongoing participation in the bi-annual Point in Time Count.

In 2025, the City hosted a community outreach series, Community Conversations, to inform and engage residents to discuss various topical problems occurring in West Allis. One Community Conversation in 2025 centered around the topic of homelessness and how existing community resources can be leveraged to alleviate the needs of West Allis'

homeless population, including the need for overnight warming shelters. This discussion delved into how faith-based organizations can leverage their existing resources to better coordinate food donation opportunities as well as exploring the feasibility of using organizational spaces as warming shelters for the unhoused.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

West Allis does not have the organizational capacity or structure, being a city of 60,000, to target, monitor, nor run programs for homelessness. West Allis relies on partnerships with the Milwaukee Coalition on Housing and Homelessness and Milwaukee County to direct those in need of services that are unable to be provided by West Allis staff. On the other hand, staff provide consultation to individuals inquiring about how to access and apply for, and whom to contact for these services. Staff also have ties to the West Allis-West Milwaukee school district and Southwest Suburban Health Department, which consists of West Allis and Greenfield public health staff, to assist homeless prevention and directs families to these contacts when necessary.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

As a member of the Milwaukee Coalition on Housing and Homelessness, West Allis seeks collaborative partnerships to address the symptoms of homelessness with other municipalities throughout the county. Additionally, the City of West Allis actively enters both our own allocation of Veterans Administration Supportive Housing (VASH) Vouchers in the Homeless Management and Information Systems (HMIS) database to assist with identifying trends and ensuring that the needs of Veterans are met. The City of West Allis is also actively represented as a member of the State of Wisconsin HMIS Advisory Board.

The City was the first large Public Housing Agency in Wisconsin that has a “homeless” preference for Housing Choice Voucher (HCV) applicants. This preference was introduced prior to the opening of our 2013, 2015, 2021 waitlists-and in the most recent Open Enrollment session for the city introduced the continuously open (MCHH) referral waiting list. The City of West Allis’ active utilizes a homeless preference coupled with an active use of the HMIS database better ensures that we are able to identify and house homeless families. Furthermore, the City of West Allis actively works with the Milwaukee County Housing Division to ensure that families are connected with the appropriate social services with housing being identified as the most pressing need.

While these families may not “lease up” in the City of West Allis many do access safe, decent, and affordable housing along with access to the resources necessary to maintain it. In 2025, the City of West Allis was able to house 39 homeless veterans. To ensure that families can find available housing options, a computer kiosk is maintained in the Housing offices that assist families search for units online. Landlords also list available units both in the City’s Housing Office and on the City of West Allis website.

### **CR-30 - Public Housing 91.220(h); 91.320(j) Actions taken to address the needs of public housing**

West Allis does not have any public housing, however the Community Development Authority of the City of West Allis acts as the PHA and was awarded a total of 638 Housing Choice Vouchers, however the City maintains the budget authority to cover roughly 500 active vouchers consisting of 137 VASH to help prevent homeless veterans, 261 HCV's (Housing Choice Vouchers/ Section 8), and 102 Project-based units at Beloit Road Senior Housing. West Allis addresses as many low-income housing needs as possible with the limited number of vouchers that have been awarded by HUD, by offering rent assistance to up to 638 individuals. The rent assistance program provides a subsidy, based on the household's income, that helps pay a qualifying household's rent. The City of West Allis also is part owner of a 102-unit affordable housing development that provides housing to seniors at the Beloit Road Senior Housing facility.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The Community Development Authority of the City of West Allis oversees the Residential Advisory Board (RAB) which consists of 7 board members who are all participants in the CDA's Section 8 Housing Choice Voucher program. The RAB's role is to assist the CDA and make recommendations to the CDA in developing the PHA Five-Year Plan, PHA Annual Plan, the Housing Choice Voucher Administrative Plan, and to provide representation that is meaningful and relevant to the development/modifications to the PHA Plans and the HCV Administrative Plan.

### **Actions taken to provide assistance to troubled PHAs**

The Community Development Authority of the City of West Allis (the PHA) is in good standing with HUD and is not a troubled PHA and rated as a high performer.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j) Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

West Allis updated its zoning code in 2022 to increase flexibility and support a broader range of housing types, from low-density to multi-unit development. For example, the code was revised to allow duplexes in areas that previously permitted only single-family development. The code also established parking maximums rather than minimums, allowing excess parking areas to be converted into developable land and supporting more efficient land use.

In 2025, City staff held several internal discussions to explore the feasibility of allowing Accessory Dwelling Units (ADUs) and tiny homes as additional strategies to promote housing affordability. The City's 2045 Comprehensive Plan also significantly revised future land-use designations to encourage a more diverse housing supply. Many properties were redesignated from future low-density residential to medium-density residential, increasing flexibility in housing styles and densities and supporting a wider range of affordable housing opportunities.

West Allis' development fees and charges remain comparable to those of surrounding communities. As a fully built-out community, the city has no growth limitations and instead encourages increased density, adaptive reuse of older buildings, and redevelopment of aging sites. West Allis currently has 22 Tax Increment Financing (TIF) districts, several of which include affordable housing developments.

The City also utilizes a portion of its HOME funds to support the development of affordable single-family homes on 30-by-120-foot lots. Although no new homes were completed and sold in 2025, the City partnered with Habitat for

Humanity–Milwaukee to approve two vacant lots for the construction of two single-family homes. These homes will represent the first Habitat-built units in West Allis and will utilize \$75,000 in HOME funds per home to help offset construction costs.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

West Allis provides funding to several public service activities that address barriers faced by underserved populations. In 2025, the Frail Elderly Home Services – West Central Interfaith program provided outreach services to 358 elderly individuals, more than 95% of whom were low-income or extremely low-income. Services included referrals, advocacy, transportation for grocery shopping, and assistance with home chores and repairs.

The WISH domestic violence support program served 53 adults and 26 children who required supportive services during times of crisis, with 100% of participants qualified as low- to moderate-income (LMI). Additionally, the Family Resource Center served 104 LMI individuals in 2025 by providing books and backpacks along with educational materials. Funding supported the purchase of books, backpacks, and printed resources covering parenting information, safety and wellness tips, low-cost community activities, medication safety guidance, and mental health resources.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

During initial inspections for the City’s homebuyer and rehabilitation loan programs, all deteriorated paint surfaces are treated as potential lead hazards. Any identified hazards are incorporated into the project scope of work, and remediation is a mandatory component of these programs. The City of West Allis verifies that all contractors participating in the rehabilitation loan program maintain current Lead Company certification, as required by state law. If lead abatement is required, contractors must provide lead abatement certification prior to the execution of project contracts. Following completion of any work that disturbs painted surfaces, the Health Department conducts lead and dust clearance testing to ensure compliance with safety standards. City staff also provide all program applicants with the appropriate lead hazard notifications based on the scope of their project.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

WWBIC micro-enterprise assistance, which provided technical assistance to owners of and persons developing micro-enterprise businesses. This program provided skills training to 28 individuals who own or want to own a small business, allowing them the sufficient skills needed to produce cash flow for their business, avoiding financial crises and possibly increasing one’s income. West Allis continued with its housing rehab loan program, providing low-interest or zero interest loans to low- and moderate-income homeowners. This program allows household members to remain in their homes by providing financial assistance for necessary home repairs. The program offers loans at rates lower than the private sector and prevents low-income households from living in substandard conditions.

West Allis also continued with its Economic Development loan program, requiring new job creation for low to moderate income individuals, providing job opportunities to households who may be at a poverty-level prior to their new job hiring. Businesses assisted with fiscal year 2025 Economic Development loan funds include Soap Passion producing bath and beauty products, All Goods a clothing store selling modern and vintage clothing, and Bars & Recreation an entertainment venue that will convert a former foundry facility into a commercial community space offering sporting activities, events, and food & beverages.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City of West Allis needs a strong, well-defined civic infrastructure to effectively plan for its future and to successfully implement community plans. Civic infrastructure can be defined as the capacity of the public, private, and non-profit sectors to sacrifice self-interest and work towards a common goal of improving the community. In order to establish a strong, well-designed, and well-developed infrastructure, it must be recognized that the City government, nor CDBG funds alone cannot resolve all problems or provide all economic and social opportunities to reach the desired goals of the Annual or Consolidated Action Plan. Coalitions, partnerships, and networks that facilitate the exchange of information and ideas must be enhanced or formed among all sectors of the community.

The CDBG Program for the City of West Allis is administered through the Planning and Zoning Department. The goal of the city is to form a strong, well-defined civic infrastructure. In 2025, completion of the Liberty Heights pavilion occurred. The pavilion includes indoor space for neighborhood activities, and an outdoor covered shelter area with picnic tables. The new building offers 4 bathrooms, a warming kitchen and storage for neighborhood groups. The pavilion will continue to be utilized by the WAWM School District Recreation Department for their free lunch program supporting low to moderate income students of Horace Mann School nearby.

Rogers Park design and construction work was anticipated to start in 2025 but was delayed due to increase construction costs. The goal of this project is to update the playing surface of the main feature and add a swing set that includes an ADA compliant swing, new play surfaces, and accessible features. The neighborhood includes 1435 residents, and the anticipated start of work is expected in Spring 2026.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

West Allis participated in webinars or virtual conferences on housing, planning, development, or other programs related to the strategies of the City's CDBG Consolidated Plan. During 2025, the City worked with Milwaukee County on addressing the issues of homelessness in West Allis by building collaboration efforts with the West Allis Fire, Police, and Health Dept. West Allis also continues a strong and open relationship with several local social service agencies, such as Family Resource Center, WWBIC and ERAs, all of whom are funded by West Allis CDBG funds under public service and economic development activities. This continuous effort is also part of the Housing Department's- Housing Choice Voucher Family Self-Sufficiency Program.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The Milwaukee HOME Consortium completed an Analysis of Impediments to Fair Housing Choice (AI), which guides fair housing activities and anti-homelessness strategies for participating jurisdictions. West Allis participates in the Regional AI alongside Milwaukee County, the City of Milwaukee, the City of Wauwatosa, and Waukesha County. The City of Milwaukee Grants Administration served as the lead agency for this analysis. Through the recommendations identified in the AI, West Allis is working to address impediments to fair housing through the use of Community Development Block Grant (CDBG), Section 8 Housing Choice Voucher (HCV), HUD-VASH Voucher, and HOME funds.

In 2025, the City of West Allis implemented several initiatives to promote fair housing awareness. The City conducted its annual Fair Housing Contest in partnership with the West Allis–West Milwaukee School District. The 2025 theme, *“We Invite Everyone to Live Here,”* encouraged students to submit posters, essays, and videos promoting fair housing principles. A total of 32 posters and 44 essays were submitted, and three schools

participated: Walker Elementary, Irving Elementary, and West Allis Central High School. Thirteen local businesses and organizations contributed sponsorship support for the event. School principals and teachers assisted with promoting the contest within their schools.

Housing Choice Voucher Program participants also receive fair housing information during program briefings, including a Fair Housing informational brochure and resources for Rent Smart, a free online renter readiness training course that helps participants understand tenant rights and responsibilities. The Housing Choice Voucher Family Self-Sufficiency (FSS) Program partnered with Community Advocates, a nonprofit organization, to offer credit rebuilding courses for program participants. Additionally, Section 8 staff provide presentations on fair housing at the annual Landlord Symposium hosted by the City's Police Department.

To further expand fair housing opportunities, the Housing Department partnered with the Metropolitan Milwaukee Fair Housing Council in late 2025 to promote Opportunity MKE, a regional housing mobility program. This initiative connects families with property owners offering quality housing in High Opportunity Areas throughout the greater Milwaukee region. Participating families receive counseling, training, and financial assistance to support a successful transition to these neighborhoods, providing improved access to schools, safety, employment opportunities, and community amenities. Research indicates that housing mobility programs can lead to higher future incomes for children, improved health outcomes, and safer living environments.

As part of this partnership, the city is preparing to host three landlord information sessions designed to increase participation in the program. These sessions will help recruit landlords, expand the available housing supply, and reduce uncertainty and misconceptions about housing assistance programs. The sessions will provide an opportunity for landlords to learn about the program, ask questions, and understand the benefits of participation. In addition to stable rental income through the voucher program, landlords may also be eligible for financial incentives funded through a Milwaukee County grant. Through these efforts, the city aims to increase landlord participation in housing programs and reduce stigma often associated with affordable housing and Section 8 rental assistance.

During 2025, the Cities Housing Office received a Fair Housing Complaint and conducted a Fair Housing Board meeting. The complaint came from a residential tenant within a property located at 7601 W. Becher St. The complaint was forwarded to the City in accordance with WAMC 6.035. The complaint alleges claims of the landlord: (a) False advertising relative to the use of a deck space, (b) housing discrimination relative to disability. The claim alleges that an outdoor deck area condition when wet presents a fall hazard, and has requested reasonable accommodation, repairs, and maintenance updates by the property owner. (c) discrimination and harassment by the property owner/landlord threatening not to renew tenant lease.

- The Fair Housing Board directed staff to investigate the complaint. After a report back to the FH Board, the Board's recommendation was for staff to pursue an informal dispute resolution meeting between tenant and landlord. This also left the door open to conduct a formal hearing and for the Board to impose fines should the dispute resolution not result in a successful outcome. Mediation was conducted in 2026 and both parties agreed to a mutually acceptable offer. The landlord will be participating in Fair Housing class work in 2026.

**CR-40 - Monitoring 91.220 and 91.230 Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

West Allis has developed and implemented a system for monitoring the expenditure of CDBG and HOME funds and to ensure attainment of its CDBG and HOME program objectives. It has also developed an annual monitoring strategy for managing all activities, and those organizations which deliver them to the city. All non-governmental Community Development Block Grant (CDBG) sub recipients sign sub grantee agreements, and all governmental CDBG sub recipients sign intergovernmental agreements that enumerate program requirements. Monitoring

consists of both desk and on-site reviews. On-site reviews consist of periodic site visits which will include an in-depth review of agency, project, and client files. Desk monitoring takes place twice a year, when all sub recipients are required to submit a semi-annual report to staff in July, and an annual report in January summarizing the previous year's goals and accomplishments. Findings of non-compliance are followed through to resolution, and a sub recipient's performance record enters subsequent funding determinations. The city monitors its own performance through Development Department and Finance Department staff, including the timeliness of project implementation to ensure compliance with HUD's timeliness standards.

#### *Monitoring Activities*

- Establish proper monitoring and oversight for all sub recipients, community housing development organizations, developers, and contractors
- Ensure long-term compliance with sub recipient, community housing development organization, developer and contractor agreements and/or loan commitment agreements.
- Ensure that the activities funded follow the program regulations
- Ensure timeliness of the projects and expenditure of funds
- Ensure that Master File Checklists and Financial Checklists are complete and accurate
- Ensure that partners have implemented proper file and record keeping procedures
- Ensure that partners have established systems for obtaining documentation of required reporting elements

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

##### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

In 2025, steps utilizing the HUD conditional waivers permitted online postings and virtual public participation. Staff followed the general steps: (1) publication in City's official newspaper, emails to CDBG "solicitation" list, posting in City buildings, and posting on City website seeking public comment and ideas in developing goals and projects for the next year's funding; (2) hold public comment meeting; (3) publication in City's official newspaper, emails to CDBG "solicitation" list, posting in City buildings, and posting on City website that the City is accepting/soliciting for applications for the next year's funding; (4) public hearing at Block Grant Committee meeting to consider all proposals submitted for the next year's Annual Action Plan (conducted virtually during a Teams Common Council meeting, broadcasted on YouTube as well; (5) review/approval of Annual Action Plan by Common Council; (6) notice of making the Annual Action Plan available for review and public comment; (7) notice to public of a Finding of No Significant Impact on the Environment.

No Public Comments were received.

Residents were provided with two separate opportunities for public comment including posting of CAPER results on City website, seeking public comments beginning March 14th, 2025, through March 28th, 2025. Notices of that posting include date and location of public meeting remained the same as prior years., including posting of CAPER results on City website, seeking public comments for a total of 15 days beginning March 14<sup>th</sup>, 2025, through March 28<sup>th</sup>, 2025. Notices posted date and location of public meeting.

Staff followed general steps necessary to solicit comments on the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) including posting of CAPER results on City website seeking public comments. A Class III notice was issued on February 20<sup>th</sup>, February 27<sup>th</sup>, and March 6<sup>th</sup> to engage the public for comment over the span of 27 days until the public hearing meeting occurred on March 19<sup>th</sup>, 2026. The Daily Reporter published notices of that posting, as well as notices of date and location of public comment meeting. No Public Comments were received during this time frame. The Block Grant Committee decision is forwarded to Common Council. Staff has

subsequently published another public meeting notice for the CAPER on the Common Council agenda for consideration on May 5, 2026.

Since the original posting on February 20, 2026, no public comment has been received.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The has been no change in the jurisdiction or program objectives where CDBG funds can be used. The city also has alignment with the three objectives of the program through projects and activities: benefiting low/moderate income individuals, eliminating slum or blight, and addressing urgent needs in communities.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

N/A

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The has been no change in the jurisdiction or program objectives where CDBG funds can be used. The city also has alignment with the three objectives of the program through projects and activities: benefiting low/moderate income individuals, eliminating slum or blight, and addressing urgent needs in communities.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

N/A

**CR-58 – Section 3 Identify the number of individuals assisted and the types of assistance provided**

| <b>Total Labor Hours</b>              | <b>CDBG</b> | <b>HOME</b> | <b>ESG</b> | <b>HOPWA</b> | <b>HTF</b> |
|---------------------------------------|-------------|-------------|------------|--------------|------------|
| Total Number of Activities            | 0           | 0           | 0          | 0            | 0          |
| Total Labor Hours                     |             |             |            |              |            |
| Total Section 3 Worker Hours          |             |             |            |              |            |
| Total Targeted Section 3 Worker Hours |             |             |            |              |            |

**Table 8 – Total Labor Hours**

| <b>Qualitative Efforts - Number of Activities by Program</b> | <b>CDBG</b> | <b>HOME</b> | <b>ESG</b> | <b>HOPWA</b> | <b>HTF</b> |
|--|-------------|-------------|------------|--------------|------------|
|--|-------------|-------------|------------|--------------|------------|

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| Outreach efforts to generate job applicants who are Public Housing Targeted Workers   |  |  |  |  |  |
| Outreach efforts to generate job applicants who are Other Funding Targeted Workers.   |  |  |  |  |  |
| Direct, on-the job training (including apprenticeships).  |  |  |  |  |  |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.   |  |  |  |  |  |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).  |  |  |  |  |  |
| Outreach efforts to identify and secure bids from Section 3 business concerns.  |  |  |  |  |  |
| Technical assistance to help Section 3 business concerns understand and bid on contracts.   |  |  |  |  |  |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.   |  |  |  |  |  |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. |  |  |  |  |  |
| Held one or more job fairs.   |  |  |  |  |  |
| Provided or connected residents with supportive services that can provide direct services or referrals.   |  |  |  |  |  |
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.          |  |  |  |  |  |
| Assisted residents with finding child care.   |  |  |  |  |  |
| Assisted residents to apply for, or attend community college or a four year educational institution.  |  |  |  |  |  |
| Assisted residents to apply for, or attend vocational/technical training.   |  |  |  |  |  |
| Assisted residents to obtain financial literacy training and/or coaching.   |  |  |  |  |  |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.   |  |  |  |  |  |
| Provided or connected residents with training on computer use or online technologies.   |  |  |  |  |  |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.   |  |  |  |  |  |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.  |  |  |  |  |  |
| Other.  |  |  |  |  |  |

**Table 9 – Qualitative Efforts - Number of Activities by Program**

## **Narrative**

Davis- Bacon Compliance/Section 3: The Community Development Division oversees the enforcement of Federal labor standards, including prevailing wage rates. The city provides technical assistance to local contracting agencies through monitoring and oversight of HUD approved projects. Section 3 requirements are incorporated into bidding advertisement, bidding documents, and contracts, and are required to be submitted to the City prior to work commencing. Minority, Women, and Disabled Persons in Business: Through the bidding process, the city strongly encourages expanded opportunities for MBE/WBE/DBE businesses. BIDs are forwarded to the WEDC Department of Minority Businesses and the City forwards BIDS requests to organizations representing various ethnic groups. In the advertising documents, MBE/WBE/DBE businesses are encouraged to bid on a project.

Expense Report to date (3/19/26)

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 Drawdown Report by Project and Activity  
 WEST ALLIS , WI

REPORT FOR PROGRAM : CDBG  
 PGM YR : 2025  
 PROJECT : ALL  
 ACTIVITY : ALL

| Program Year/ Project | IDIS Act ID | Activity Name                                    | Prior Year | Voucher Number | Line Item | Voucher Status | LOCCS Send Date | Grant Year | Grant Number                   | Fund Type | Drawn Amount        |
|-----------------------|-------------|--|------------|----------------|-----------|----------------|-----------------|------------|--------------------------------|-----------|---------------------|
| 2025 1                | 1358        | Community Development Block Grant Administration |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  | Y          | 7091577        | 1         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | PI        | \$176,780.46        |
|                       |             |  | Y          | 7122385        | 1         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | PI        | \$15,594.98         |
|                       |             |  | Y          | 7122385        | 2         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$97.00             |
|                       |             |  | Y          | 7123655        | 1         | Completed      | 2/17/2026       | 2025       | B25MC550011                    | EN        | \$295.39            |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$192,767.83</b> |
| 2025 1                | 1359        | Community Development Block Grant Administration |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Fair Housing                                     |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 2         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$5,156.02          |
|                       |             |  | Y          | 7122536        | 1         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$226.56            |
|                       |             |  | Y          | 7123655        | 2         | Completed      | 2/17/2026       | 2025       | B25MC550011                    | EN        | \$13.36             |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$5,395.94</b>   |
|                       |             |  |            |                |           |                |                 |            | <b>Project Total</b>           |           | <b>\$198,163.77</b> |
| 2025 2                | 1360        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Community Service Officer                        |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 3         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | PI        | \$32,453.91         |
|                       |             |  |            | 7091577        | 4         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$3,546.09          |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$36,000.00</b>  |
| 2025 2                | 1361        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Graffiti Removal Abatement                       |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 5         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$6,021.00          |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$6,021.00</b>   |
| 2025 2                | 1362        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | ERAS West Central Neighborhood Outreach Program  |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  | Y          | 7122536        | 2         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$20,322.00         |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$20,322.00</b>  |
| 2025 2                | 1363        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Gang Prevention                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 6         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$11,820.00         |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$11,820.00</b>  |
| 2025 2                | 1366        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Downtown BID Security Cameras                    |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  | Y          | 7122536        | 3         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$2,000.00          |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$2,000.00</b>   |
| 2025 2                | 1371        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Supporting Families/Strengthening Communities    |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  | Y          | 7122536        | 4         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$9,989.93          |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$9,989.93</b>   |
| 2025 2                | 1372        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | WTRP Big Step                                    |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  | Y          | 7122406        | 1         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | PI        | \$20,322.00         |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$20,322.00</b>  |
| 2025 2                | 1373        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | WISH Program (Domestic Violence Support Group)   |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 8         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$8,365.90          |
|                       |             |  |            | 7091577        | 13        | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$1,908.39          |
|                       |             |  | Y          | 7122536        | 5         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$1,994.13          |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$12,268.42</b>  |
| 2025 2                | 1374        | Public Services                                  |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Vermin Abatement Service Program                 |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 9         | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$9,096.99          |
|                       |             |  | Y          | 7122536        | 6         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$690.00            |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$9,786.99</b>   |
|                       |             |  |            |                |           |                |                 |            | <b>Project Total</b>           |           | <b>\$128,530.34</b> |
| 2025 3                | 1375        | Housing Rehabilitation                           |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Housing Rehab Management                         |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 10        | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$23,184.69         |
|                       |             |  | Y          | 7122536        | 7         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$2,435.86          |
|                       |             |  | Y          | 7123655        | 3         | Completed      | 2/17/2026       | 2025       | B25MC550011                    | EN        | \$1.69              |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$25,622.24</b>  |
|                       |             |  |            |                |           |                |                 |            | <b>Project Total</b>           |           | <b>\$25,622.24</b>  |
| 2025 5                | 1378        | Public Facilities                                |            |                |           |                |                 |            |                                |           |                     |
|                       |             | 65th & National Pedestrian Improvements          |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 11        | Completed      | 12/9/2025       | 2025       | B25MC550011                    | EN        | \$4,846.80          |
|                       |             |  | Y          | 7122536        | 8         | Completed      | 2/13/2026       | 2025       | B25MC550011                    | EN        | \$27,765.74         |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$32,612.54</b>  |
| 2025 5                | 1380        | Public Facilities                                |            |                |           |                |                 |            |                                |           |                     |
|                       |             | Exterior Code Enforcement Program                |            |                |           |                |                 |            |                                |           |                     |
|                       |             |  |            | 7091577        | 12        | Completed      | 12/9/2025       | 2025       | B25MC550011                    | PI        | \$151,839.96        |
|                       |             |  | Y          | 7122853        | 1         | Completed      | 2/16/2026       | 2025       | B25MC550011                    | PI        | \$16,449.50         |
|                       |             |  | Y          | 7122853        | 2         | Completed      | 2/16/2026       | 2025       | B25MC550011                    | EN        | \$244.69            |
|                       |             |  |            |                |           |                |                 |            | <b>Activity Total</b>          |           | <b>\$168,534.15</b> |
|                       |             |  |            |                |           |                |                 |            | <b>Project Total</b>           |           | <b>\$201,146.69</b> |
|                       |             |  |            |                |           |                |                 |            | <b>Program Year 2025 Total</b> |           | <b>\$553,463.04</b> |

| Budget for the FY 2025 Action Plan<br>Community Development Block Grant Program      | HUD Matrix Code | HUD Matrix Code Description  | Funded FY 2024    | 2024 Project Expenditures (to date) | FY 24 Remaining  | Funded FY 2025    | 2025 Project Expenditures (to date) | FY 25 Remaining  |
|--|-----------------|--|-------------------|-------------------------------------|------------------|-------------------|-------------------------------------|------------------|
| <b>I. ADMINISTRATION (20% Cap of total budget)</b>                                   |                 |  |                   |                                     |                  |                   |                                     |                  |
| 1. Community Development Administrative Costs  | 21A             | Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation. These activities, along with planning activities, are subject to the 20 percent limitation under 24 CFR 570.200(g) and 570.489(a)(3).          | \$ 311,100        | \$ 252,039                          | \$ 59,061        | \$ 279,037        | \$ 192,767                          | \$ 86,270.00     |
| 3. Fair Housing Administrative Costs   | 21D             | Fair housing activities carried out as part of general program administration rather than as a public service. These activities are subject to the 20 percent limitation under 24 CFR 570.200(g) and 570.489(a)(3).  | \$ 6,239          | \$ 6,239                            | \$ -             | \$ 7,109          | \$ 5,395                            | \$ 1,714.00      |
| <b>TOTAL PROGRAM ADMINISTRATION FUNDING:</b>   |                 |  | <b>\$ 317,339</b> | <b>\$ 258,278</b>                   | <b>\$ 59,061</b> | <b>\$ 286,146</b> | <b>\$ 198,162</b>                   | <b>\$ 87,984</b> |
| <b>II. PUBLIC SERVICE (15% Cap of total budget)</b>                                  |                 |  |                   |                                     |                  |                   |                                     |                  |
| 4. Community Service Officer (CDBG-24-10)  | 05I             | Promotion of crime awareness and prevention, including crime prevention education programs, community-oriented policing programs above and beyond normal staffing levels, installation of security cameras, and paying for security guards serving residents in CT 1001 & 1002 (blocks 1-4).   | \$ 40,403         | \$ 40,403                           | \$ -             | \$ 36,000         | \$ 36,000                           | \$ -             |
| 5. Graffiti Removal/Abatement (CDBG-24-11)   | 5V              | One-time or short-term efforts to remove trash and debris from neighborhoods. All residents in the LMI will benefit from this program (53,345 persons total). Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal.  | \$ 6,021          | \$ 6,021                            | \$ -             | \$ 6,021          | \$ 6,021                            | \$ -             |
| 6. ERAS (West Central Neighborhood Outreach Program, CDBG-24-21)                     | 05A             | Senior Services for 51% of elderly persons (age 60+) LMI limited clientele. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve elderly.   | \$ 29,500         | \$ 29,500                           | \$ -             | \$ 20,322         | \$ 20,322                           | \$ -             |
| 7. Gang Prevention (CDBG-24-12)  | 05I             | Promotion of crime awareness and prevention, including identification of organized crime members & associates orienting policing investigations above and beyond normal staffing levels, available to all West Allis residents in LMA (53,345 persons).  | \$ 17,079         | \$ 10,391                           | \$ 6,688         | \$ 11,820         | \$ 11,820                           | \$ -             |
| 8. Liberty Heights Pool Program (CDBG-24-25)   | 05Z             | Multiple groups benefit - funds lifeguard  | \$ 10,000         | \$ 10,000                           | \$ -             | \$ 10,000         | \$ -                                | \$ 10,000.00     |
| 9. NEW-WAHD Healthy/Safe Homes Initiative (CDBG-24-24)                               | 05M             | This is a new program to be run by the Health Department. The City of West Allis Health Department staff to provide in-home services: lead screening, radon screening, water testing,mold/moisture inspection, assessment of asthma triggers, falls preventionassessment and health education, and assessment of human services needs. | \$ -              | \$ -                                | \$ -             | \$ 37,211         | \$ -                                | \$ 37,211.00     |
| 10. Family Resource Center Supporting Families Stregthening Communities (CDBG-24-23) | 05L             | Services that will benefit children (generally under age 13), including parenting skills classes.  | \$ 16,000         | \$ 15,598                           | \$ 402           | \$ 10,000         | \$ 9,990                            | \$ 10.00         |
| 11. WISH Program (Domestic Violence Support Group, CDBG-24-16)                       | 05G             | Services for victims of domestic violence, dating violence, sexual assault or stalking.  | \$ 12,270         | \$ 12,270                           | \$ -             | \$ 14,270         | \$ 12,268                           | \$ 2,002.00      |

| Budget for the FY 2025 Action Plan<br>Community Development Block Grant Program | <a href="#">HUD Matrix Code</a> | HUD Matrix Code Description  | Funded FY 2024    | 2024 Project Expenditures (to date) | FY 24 Remaining  | Funded FY 2025    | 2025 Project Expenditures (to date) | FY 25 Remaining  |
|---|---------------------------------|--|-------------------|-------------------------------------|------------------|-------------------|-------------------------------------|------------------|
| 12. NEW - Hope Ministries (CDBG-24-27)  | 05Z                             | This is a new request from Hope Ministries. Services provided to homeless individuals in the form of food, clothes, and hygiene items. Referrals made by West Allis-West Milwaukee School District.  | \$ -              | \$ -                                | \$ -             | \$ 15,322         | \$ -                                | \$ 15,322.00     |
| 13. WRTP/Big Step (CDBG-24-14)  | 05H                             | Assistance to increase self-sufficiency, including literacy, independent living skills, resume writing, job coaching, "how to get and keep a job" training, or training students in a particular field on skill when there is no tie to a specific position or business.   | \$ 25,000         | \$ 25,000                           | \$ -             | \$ 20,322         | \$ 20,322                           | \$ -             |
| 14. No Applc. - Milwaukee County Homeless Outreach (CDBG-)                      | 03T                             | MKE Co. Homeless did not apply for CDBG funds this year. Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance. Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T activities are included in the calculation of the Public Services cap. | \$ 23,574         | \$ 2,388                            | \$ 21,186        | \$ -              | n/a                                 |                  |
| 16. NEW-West Allis Homeless Veterans Initiative (CDBG-24-19)                    | 05Z                             | Milwaukee Homeless Veteran Inc. (MHVI) is based in West Allis and serves homeless, at risk veterans and families who are at or below the poverty leveling living within Southeastern Wisconsin and West Allis area.  | \$ -              |                                     | \$ -             | \$ 15,322         | \$ -                                | \$ 15,322.00     |
| 17. RETURNING- BID Security Cameras (CDBG-24-8)                                 | 05I                             | To assist in funding security cameras in the downtown business district of West Allis providing additional surveillance in conjunction with the police department.   | \$ -              |                                     | \$ -             | \$ 3,000          | \$ 2,000                            | \$ 1,000.00      |
| 18. WAFD Safe Home Program (CDBG-24-15)   | 21C                             | Pairs existing services of the West Allis Fire Department to provide proactive campaigns driven by data and trends of inherent risks within the community.   | \$ -              | \$ -                                | \$ -             | \$ 5,000          | \$ -                                | \$ 5,000.00      |
| 19. No Applc.-Liberty Heights Park Neighborhood Association                     | 05Z                             | Neighborhood group conducting social programs to engage community members in public activities in LMI area.  | \$ -              | \$ -                                | \$ -             | \$ -              | n/a                                 |                  |
| 20. Vermin Abatement (CDBG-24-22)   | 05M                             | Task force created and is conducting educational campaigns and has contracted pest control services (LMI area).  | \$ 16,000         | \$ 15,497                           | \$ 503           | \$ 10,000         | \$ 9,787                            | \$ 213.00        |
| <b>TOTAL PUBLIC SERVICE FUNDING :</b>   |                                 |  | <b>\$ 195,847</b> | <b>\$ 167,068</b>                   | <b>\$ 28,779</b> | <b>\$ 214,610</b> | <b>\$ 128,530</b>                   | <b>\$ 86,080</b> |

| Budget for the FY 2025 Action Plan<br>Community Development Block Grant Program | HUD Matrix Code | HUD Matrix Code Description  | Funded FY2024     | 2024 Project Expenditures (to date) | FY 24 Remaining   | Funded FY 2025    | 2025 Project Expenditures (to date) | FY 25 Remaining   |
|---|-----------------|--|-------------------|-------------------------------------|-------------------|-------------------|-------------------------------------|-------------------|
| <b>III. HOUSING REHABILITATION</b>  |                 |  |                   |                                     |                   |                   |                                     |                   |
| 21. Housing Rehabilitation Management (CDBG-)                                   | 14H             | Rehabilitation: Administration - All delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing and underwriting; survey, site and utility plans; application processing. | \$ 28,750         | \$ 25,729                           | \$ 3,021          | \$ 28,750         | \$ 25,787                           | \$ 2,963.00       |
| 22. Housing Rehabilitation Single Family Loan Program (CDBG-24-6)               | 14A             | Rehabilitation: Single-Unit Residential - Rehabilitation of privately owned, single-unit homes.  | \$ 115,581        | \$ 15,930                           | \$ 99,651         | \$ 99,672         | \$ -                                | \$ 99,672.00      |
| 23. Housing Rehabilitation Multi-Unit Loan Program (CDBG-24-7)                  | 14B             | Rehabilitation: Multi-Unit Residential - Rehabilitation of privately owned buildings with two or more permanent residential units.   | \$ 14,651         | \$ -                                | \$ 14,651         | \$ 14,651         | \$ -                                | \$ 14,651.00      |
| <b>TOTAL REHABILITATION FUNDING :</b>   |                 |  | <b>\$ 158,982</b> | <b>\$ 41,659</b>                    | <b>\$ 117,323</b> | <b>\$ 143,073</b> | <b>\$ 25,787</b>                    | <b>\$ 117,286</b> |

| Budget for the FY 2025 Action Plan                           | HUD Matrix Code | HUD Matrix Code Description  | Funded FY2024     | 2024 Project Expenditures (to date) | FY 24 Remaining   | Funded FY 2025    | 2025 Project Expenditures (to date) | FY 25 Remaining   |
|--|-----------------|--|-------------------|-------------------------------------|-------------------|-------------------|-------------------------------------|-------------------|
| <b>IV. ECONOMIC DEVELOPMENT</b>                              |                 |  |                   |                                     |                   |                   |                                     |                   |
| 24. Economic Development Loan Program (CDBG-)                | 18A             | Financial assistance to private for-profit businesses to (for example) acquire property, clear structures, build, expand or rehabilitate a building, purchase equipment, or provide operating capital. Forms of assistance include loans, loan guarantees, and grants.           | \$ 229,905        | \$ 100,000                          | \$ 129,905        | \$ 229,905        | \$ -                                | \$ 229,905.00     |
| 25. Micro Enterprise Technical Assistance-WWBIC (CDBG-24-20) | 18C             | Financial assistance, technical assistance, or general support services to owners and developers of microenterprises. A microenterprise is a business with five or fewer employees, including the owner(s). The activity must be designed to exclusively serve microenterprises. | \$ 65,000         | \$ 65,000                           | \$ -              | \$ 65,000         | \$ -                                | \$ 65,000.00      |
| 26. Commercial Façade Improvement Program (CDBG-24-9)        | 14E             | Rehabilitation of commercial/industrial property. If the property is privately owned, CDBG-funded rehab is limited to: Exterior improvements (generally referred to as "façade improvements"). Correction of code violations.  | \$ 70,000         | \$ 66,861                           | \$ 3,139          | \$ 34,163         | \$ -                                | \$ 34,163.00      |
| <b>TOTAL ECONOMIC DEVELOPMENT FUNDING :</b>                  |                 |  | <b>\$ 364,905</b> | <b>\$ 231,861</b>                   | <b>\$ 133,044</b> | <b>\$ 329,068</b> | <b>\$ -</b>                         | <b>\$ 329,068</b> |

| Budget for the FY 2025 Action Plan                                       | HUD Matrix Code | HUD Matrix Code Description  | Funded FY2024     | 2024 Project Expenditures (to date) | FY 24 Remaining   | Funded FY 2025    | 2025 Project Expenditures (to date) | FY 25 Remaining   |
|--|-----------------|--|-------------------|-------------------------------------|-------------------|-------------------|-------------------------------------|-------------------|
| <b>V. PUBLIC FACILITIES</b>  |                 |  |                   |                                     |                   |                   |                                     |                   |
| 27. New - COWA Water Utility Department (CDBG-24-5)                      | 03J             | Installation or repair of waterlines, sanitary sewers, storm sewers and private lead service line replacements to assist in removing all private lead service lines that will mandate EPA operational requirements of owners who are low/moderate income to afford the upgrade cost. | \$ -              | \$ -                                | \$ -              | \$ 147,835        | \$ -                                | \$ 147,835.00     |
| 28. NO APPLY-Street Beautification (Tree & Shrub Planting)               | 03N             | Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs. Also use 03K: For improvements that include landscaping, street lighting, and/or street signs (commonly referred to as "streetscaping").              | \$ 30,000         | \$ 13,716                           | \$ 16,284         | \$ -              | n/a                                 |                   |
| 29. Pedestrian Improvements (Rapid impl deliniator posts)                | 03K             | Rapid implementation project to improve West Allis walkability and traffic safety by installing shortened cross-walk distances and deliniator post/improving paint markings.   | \$ 77,466         | \$ 69,881                           | \$ 7,585          | \$ -              | \$ -                                | \$ -              |
| 30. Rogers Park ADA Upgrades   | 03F             | Installation of new ADA pathways equipment, park amenities, shelter, etc.  | \$ 125,000        | \$ 31,827                           | \$ 93,173         | \$ -              | \$ -                                | \$ -              |
| 31. Exterior Code Enforcement Program (CDBG-24-13)                       | 15              | Salaries and overhead costs associated with property inspections and follow-up actions (such as legal proceedings) directly related to the enforcement (not correction) of state and local codes.  | \$ 200,000        | \$ 160,187                          | \$ 39,813         | \$ 200,000        | \$ 170,038                          | \$ 29,962.00      |
| 32. New - COWA Engineering 65th & National Ped Improvements (CDBG-24-17) | 03K             | Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs.   | \$ -              | \$ -                                | \$ -              | \$ 110,000        | \$ 32,612                           | \$ 77,388.00      |
| <b>TOTAL PUBLIC FACILITIES :</b>   |                 |  | <b>\$ 432,466</b> | <b>\$ 275,611</b>                   | <b>\$ 156,855</b> | <b>\$ 457,835</b> | <b>\$ 202,650</b>                   | <b>\$ 255,185</b> |

| TOTAL ALL FUNDING : | Funded FY2024 | 2024 Project Expenditures | FY 24 Remaining | Funded FY 2025 | 2025 Project Expenditures | 2025 Remaining |
|---------------------|---------------|---------------------------|-----------------|----------------|---------------------------|----------------|
|                     | \$ 1,469,539  | \$ 974,477                | \$ 495,062      | \$ 1,430,732   | \$ 555,129                | \$ 875,603     |
| Remaining           |               | \$ 495,062                |                 |                |                           | \$ 875,603     |

Publications of public meetings Block Grant Committee hearing 3/19/26  
and Common Council meeting 5/5/26

# THE DAILY REPORTER

225 E. Michigan St., Ste 300  
Milwaukee, WI, 53202, USA  
414-225-1801, <https://dailyreporter.com>

## PROOF OF PURCHASE

COPY FOR YOUR RECORDS ONLY, THIS IS NOT AN INVOICE OR  
AFFIDAVIT OF PUBLICATION

## ADVERTISER

CITY Of West Allis, Account ID 45787  
7525 W Greenfield Ave,  
West Allis, WI, 53214

## Please Read Carefully

**The Daily Reporter** is not responsible for errors or omissions after the First Run Date. If any errors exist in your ad, please contact us at **414-225-1801**.  
Attorney's placing legal advertisements are responsible for payment of same.

|                             |                      |
|-----------------------------|----------------------|
| <b>Purchase Order #:</b>    |                      |
| <b>Insertion Order #:</b>   | 4137478              |
| <b>Placement:</b>           | The Daily Reporter   |
| <b>Index:</b>               | Government           |
| <b>Category:</b>            | Hearings and Minutes |
| <b>First Issue:</b>         | 02/20/2026           |
| <b>Last Issue:</b>          | 03/06/2026           |
| <b># of Insertions:</b>     | 3                    |
| <b>Net Charge:</b>          | \$205.83             |
| <b>Payments/Credits:</b>    | \$0.00               |
| <b>Amount Due:</b>          | \$205.83             |
| <b>Affidavit Reference:</b> | CITY OF WEST ALLIS   |

# Ad Proof

**CITY OF WEST ALLIS  
NOTICE OF PUBLIC HEARING  
Thursday, March 19, 2026, 6:00  
p.m.**

**Room 128, West Allis City Hall**

NOTICE IS HEREBY GIVEN that the Block Grant Committee of the City of West Allis will conduct a public hearing on Thursday, March 19, 2026, at 6:00 p.m. or soon thereafter in Room 128, **West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214** on the 2025 Consolidated Annual Performance & Evaluation Report (CAPER) for the Community Development Block Grant Program, B-25-MC-55-0011.

The purpose of the CAPER and the public hearing is to identify the final budget expenditure and performance results of the 2025 Annual Action Plan activity from the completed program year and any outstanding activities from prior program years.

Notification of the CAPER is being published via class 3 notice in Daily Reporter. The public may express opinions in writing to the City Planning Department or orally at the public hearing. The public comment period begins February 20 and runs through March 30 prior to submittal of the plan to the U.S. Department of Housing and Urban Development (HUD) on March 31, 2026.

For further information, examination and/or copying of the Consolidated Annual Performance and Evaluation Report, please contact the Planning Office, by submitting comments or questions regarding the plan or this public hearing to [planning@westalliswi.gov](mailto:planning@westalliswi.gov). Alternatively, written comments may be submitted to the Customer Service Center at West Allis City Hall or placed in the drop box (addressed to City Planning Office) by March 30, 2026.

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. Dated at West Allis, Wisconsin,  
February 13, 2026.

4137478/2-20-27/3-6

**\* Changes to this order may result in pricing changes \***



# Legislative Information Center

[City Website](#) | [Legislation](#) | [Legislative Calendar](#) | [Common Council](#) | [Departments](#) | [Legislative Offices](#) | [Common Council Live Streaming](#) | [Meeting Video Archive](#) | [Committee](#)

[Details](#) | [Reports](#)

File #: R-2026-4345 Version: 1

Type: Resolution Status: Consent

File created: 4/28/2026 In control: [Common Council](#)

On agenda: 5/5/2026 Final action:

Title: Resolution to approve the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

[History \(1\)](#) | [Text](#)

1 record | [Group](#) | [Export](#)

| Date     | Ver. | Action By      |
|----------|------|----------------|
| 5/5/2026 | 1    | Common Council |

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4365**

**RESOLUTION TO ALLOW EXCESS FUND BALANCE TO BE TRANSFERRED  
TO INTERNAL SERVICE FUND RESERVES**

**RENUMBERING POLICY 1215 TO POLICY P512**

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

**SECTION 1:**            **ADOPTION** “P512 Fund Balance Management” of the City Of West Allis Policies & Procedures is hereby *added* as follows:

ADOPTION

P512 Fund Balance Management(*Added*)

1. Purpose. The City desires to manage its fund balance to:
  - a. Provide working capital for the City to meet cash flow needs during the year.
  - b. Provide a comfortable margin of safety to address unanticipated expenditures, emergencies, and unexpected declines in revenue due to economic downturns, natural disasters, state policy changes, etc.
  - c. Preserve the credit worthiness (credit rating) of the City for borrowing monies at favorable interest rates.
  - d. Promulgate the level of authority needed for fund balance designations.
2. Definitions. In this section:
  - a. "Unrestricted fund balance" holds the meaning defined by the Government Accounting Standards Board (GASB), and is further divided into the following categories: committed, assigned, and unassigned.
  - b. "Contingency fund balance" means any General Fund amounts in committed or assigned fund balances not dedicated to encumbrances, capital projects, or long-term liabilities, plus unassigned General Fund balance.
3. Contingency Amount. The contingency fund balance should equal approximately 3 months of budgeted General Fund operating expenditures, based on the subsequent budget.
  - a. Replenishment. If the City Comptroller determines that the contingency fund balance is or will be below 2 months of budgeted General Fund operating expenditures, the City Comptroller shall develop a replenishment plan and file with the Common Council. Replenishment should be completed within 3 years of occurrence.
  - b. Transfer of Excess. If the City Comptroller determines the contingency fund balance exceeds 4 months of budgeted General Fund operating expenditures,

the City Comptroller may transfer the balance in excess to:

- i. Internal service funds to improve reserves, or
  - ii. General capital projects funds for use in funding capital needs approved by Council.
4. Use of Fund Balance. Since unrestricted fund balance is a nonrecurring funding source, the use of unrestricted fund balance to cover a General Fund budget deficit should be avoided. However, if used to balance the General Fund budget, a plan shall be developed to prevent continued use of unrestricted fund balance going forward. This plan must be included in the proposed budget.
5. Emergency Expenditures. WAMC 2.672 shall control expenditures during emergencies.
6. Commitment of Funds. Commitments of unrestricted fund balances are secured and released only by action of the Common Council.
7. Assignment of Funds. Assignments of unrestricted General Fund balance may be secured and released by the City Comptroller.
8. Order of Use. Where applicable, restricted funds are to be spent first, followed by committed funds, assigned funds, and lastly unassigned funds.

**SECTION 2:**            **REPEAL** “1215 Fund Balance Policy” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1215 Fund Balance Policy~~ (*Repealed*)

1. PURPOSE:
  - a. Provide working capital for the City to meet cash flow needs during the year.
  - b. Provide a comfortable margin of safety to address unanticipated expenditures, emergencies, and unexpected declines in revenue due to economic downturns, natural disasters, state policy changes, etc.
  - c. Preserve the credit worthiness (credit rating) of the City for borrowing monies at favorable interest rates.
  - d. Promulgate the level of authority needed for fund balance designations.
2. ORGANIZATIONS AFFECTED: Finance Department
3. REFERENCES: WAMC 2.672
4. PROCEDURES:
  - a. Definitions. In this section:
    - i. "Unrestricted fund balance" holds the meaning defined by the

Government Accounting Standards Board (GASB), and is further divided into the following categories: committed, assigned, and unassigned.

- ii. "Contingency fund balance" means any General Fund amounts in committed or assigned fund balances not dedicated to encumbrances, capital projects, or long-term liabilities, plus unassigned General Fund balance.
- b. Contingency Amount. The contingency fund balance should equal approximately 3 months of budgeted General Fund operating expenditures, based on the subsequent budget.
  - i. Replenishment. If the City Comptroller determines that the contingency fund balance is or will be below 2 months of budgeted General Fund operating expenditures, the City Comptroller shall develop a replenishment plan and file with the Common Council. Replenishment should be completed within 3 years of occurrence.
  - ii. Transfer of Excess. If the City Comptroller determines the contingency fund balance exceeds 4 months of budgeted General Fund operating expenditures, the City Comptroller may transfer the balance in excess to general capital projects funds for use in funding capital needs approved by Council.
- c. Use of Fund Balance. Since unrestricted fund balance is a nonrecurring funding source, the use of unrestricted fund balance to cover a General Fund budget deficit should be avoided. However, if used to balance the General Fund budget, a plan shall be developed to prevent continued use of unrestricted fund balance going forward. This plan must be included in the proposed budget.
- d. Emergency Expenditures. WAMC 2.672 shall control expenditures during emergencies.
- e. Commitment of Funds. Commitments of unrestricted fund balances are secured and released only by action of the Common Council.
- f. Assignment of Funds. Assignments of unrestricted General Fund balance may be secured and released by the City Comptroller.
- g. Order of Use. Where applicable, restricted funds are to be spent first, followed by committed funds, assigned funds, and lastly unassigned funds.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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



Civil Action No. 2:26-cv-699

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))*

This summons and the attached complaint for *(name of individual and title, if any):*

were received by me on *(date)* \_\_\_\_\_.

I personally served the summons and the attached complaint on the individual at *(place):*

\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

\_\_\_\_\_, a person of suitable age and discretion who resides there,

on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_

who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify):* \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

---

BRYSON LUIS

Plaintiff,

Civil Action No.: 2:26-cv-699

v.

RAYMOND COELLO,  
CONNOR SANDVICK,  
CITY OF WEST ALLIS,  
ABC INSURANCE COMPANY,

Defendants.

---

**COMPLAINT**

---

NOW COMES Plaintiff, Bryson Luis, by his attorneys, Gingras, Thomsen & Wachs, LLP, by Attorneys Isaac P. Huettl and Mark L. Thomsen, and files this complaint against Defendants Raymond Coello, Connor Sandvick, City of West Allis, and ABC Insurance Company.

**INTRODUCTION**

1. This action is brought to redress West Allis Police Department Officers Raymond Coello and Connor Sandvick's unlawful arrest and excessive use of force in violation of 42 U.S.C. § 1983 and the Fourth and Fourteenth Amendments of the United States Constitution.

**PARTIES**

2. Plaintiff Bryson Luis ("Bryson") is an adult resident of the State of Wisconsin residing at 1519 Menomonee Ave., South Milwaukee, WI 53172. At all times material hereto, Bryson was entitled to all rights and privileges granted by the United States Constitution.

3. Defendant Officer Raymond Coello ("Officer Coello") is an adult resident of the State of Wisconsin. Officer Coello was employed as an officer by the West Allis Police

Department (“WAPD”) and was acting under the color of law and within the scope of his employment with the WAPD at all times relevant hereto.

4. Defendant Officer Connor Sandvick is an adult resident of the State of Wisconsin. Officer Sandvick was employed as an officer by the WAPD and was acting under the color of law and within the scope of his employment with the WAPD at all times relevant hereto.

5. Defendant City of West Allis (“West Allis”), with offices of its executive located at 7525 W. Greenfield Ave., West Allis, WI 53214, is and was at all times material hereto, a Municipal Corporation organized under the laws of the State of Wisconsin. West Allis established, operated, and maintained the WAPD at all times material hereto. West Allis is ultimately responsible for the training, supervising, and discipline of WAPD employees and had ultimate control and authority over WAPD and all Defendants and is obligated to indemnify all Defendants in this action.

6. ABC Defendant is a fictitious name of the insurer for West Allis. ABC Insurance Company issued a policy of insurance that provided coverage for the allegations herein for the actions of West Allis and its employees.

#### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over Plaintiff’s claims and the Parties pursuant to 28 U.S.C. § 1331 (federal question) and § 1343 (civil rights).

8. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(1)-(2).

#### **FACTS**

9. On January 4, 2025, Bryson Luis, then 18 years old, attended a birthday party located at 5921 W. Beloit Road.

10. Just after 12:00 a.m., at least nine West Allis officers, including Officers Coello and Sandvick were dispatched to 5921 W. Beloit Road regarding an alleged fight that broke out between approximately 30 minors.

11. The officers learned that one individual had a gun and described him as a 16-18-year-old Hispanic male wearing a black vest and blue hoody. The dispatcher also informed officers that a group of kids headed to the back of the building because officers were called.

12. The officers were not aware of the identities of any of the individuals reportedly fighting. No other individual besides the individual with the black vest and blue hoodie was alleged to have possessed a weapon.

13. Upon arrival at 5921 W. Beloit Road, Officer Coello observed three individuals running eastbound on W. Rogers St. One of the individuals was wearing all dark clothing, the second individual, Plaintiff Bryson Luis, was wearing a white sweater with light colored pants, and the third individual was wearing a light-colored sweater with a black vest.

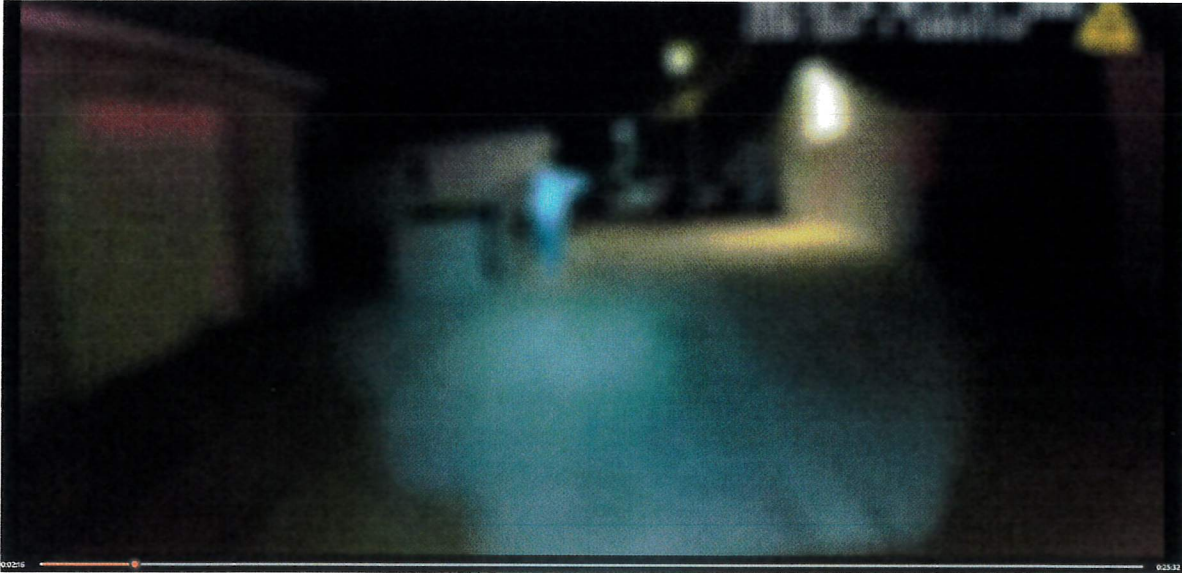
14. Bryson Luis was unarmed, did not participate in the alleged fighting, and did not match the description of the allegedly armed individual.

15. Officer Coello drove southbound on S. 59th St to pursue the three running teenagers, one of whom was Bryson Luis. As he turned eastbound on W. Rogers St., he observed two of the individuals running on the northside of the sidewalk towards the S. 58th/59th St. alley. He activated his emergency lights and sirens.

16. Approximately three minutes after being dispatched, Officer Coello exited his squad car to follow Bryson Luis, who was running down the alley.

17. Within two seconds of exiting his squad car, Officer Coello yelled "stop, police," immediately pulling out his Taser.

18. As demonstrated by Officer Coello's body-camera footage<sup>1</sup>, Bryson Luis, pictured below wearing a white sweatshirt and light-colored pants, navigated down the alley in the opposite direction of Officer Coello.



19. Within six seconds of exiting his squad car, and approximately four seconds after yelling "stop, police" Officer Coello Tased Bryson Luis' back as he ran down the alley, causing him to fall face-first on the cold alleyway and fracture several teeth.

---

<sup>1</sup> The body-camera footage produced by West Allis in response to Plaintiff's open records request blurs out key portions of the video, including the use of force, as pictured here.

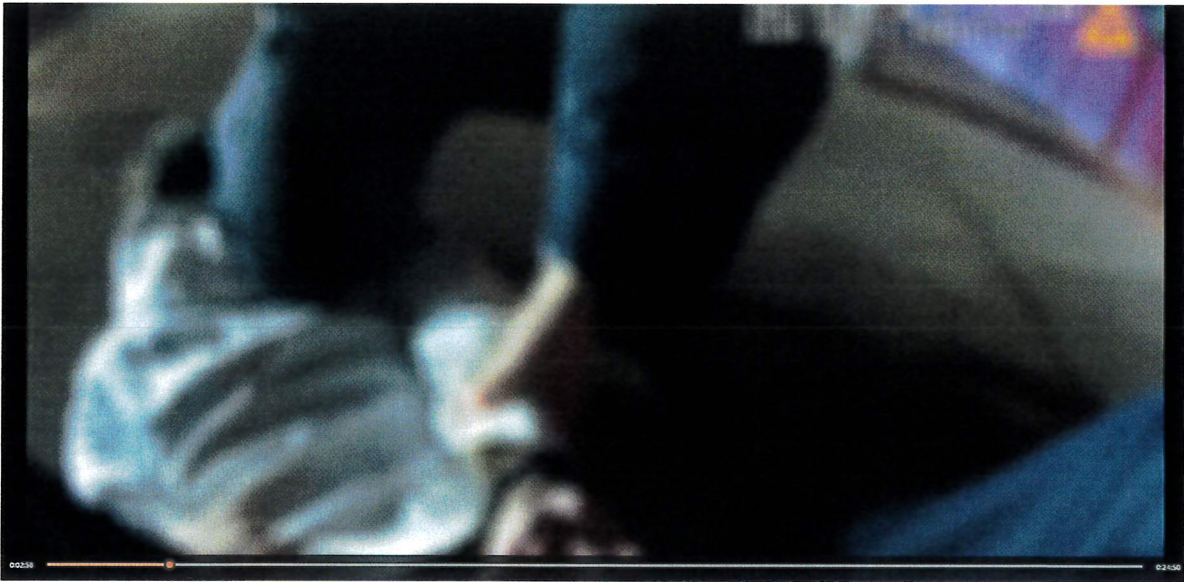


20. While standing over Bryson Luis, who writhed on the ground in agonizing pain from the facial injury and being Tased, Officer Coello yelled for Bryson Luis to show his hands and threatened to Tase him again.

21. Bryson Luis clearly struggled to communicate with the officers due to his facial injury but continued lying facedown on the ground.

22. Officer Sandvick arrived in the alley and aggressively pulled Bryson Luis' arm behind his back, telling Bryson Luis not to resist despite no evidence that Bryson Luis had committed a crime or was resisting arrest.

23. Officer Sandvick knelt on Bryson Luis' upper back and neck during the handcuffing process for at least ten seconds, as Bryson Luis lay facedown on the ground with a severe facial injury.



24. Bryson Luis pleaded for the officers to turn him over due to his injuries. The officers ignored him and asked why he was running. Bryson Luis responded, “I’m just scared, sir.” Again, the officers refused to turn him over or provide medical attention, instead searching his pockets and saying “you’re fucking running from me.”

25. Bryson Luis did not have a firearm and did not participate in the fight which prompted the 911 call. Officer Coello did not have reasonable suspicion that Bryson Luis possessed a weapon or that he participated in the fight, yet Officer Coello Tased him within a mere four seconds after yelling for him to stop.

26. Defendants arrested Bryson Luis for hindering and resisting arrest. For an individual to be resisting arrest, the officer must be acting with “lawful authority,” meaning the officer must have reasonable suspicion of criminal activity or probable cause to arrest. *State v. Young*, 2006 WI 98, 294 Wis. 2d 1, 717 N.W.2d 729; Wis. Stat. § 946.41(1).

27. Given that Bryson Luis did not fit the description of the armed teenager and the officers had no other basis to establish reasonable suspicion of criminal activity, Bryson Luis’ failure to immediately stop running, without more, did not constitute hindering or resisting arrest.

*State v. Meddaugh*, 2022 WI App 12, 401 Wis. 2d 134, 147-48, 972 N.W.2d 181 (ruling that an individual who did not stop riding a bicycle away from police when a deputy yelled “stop” does “not provide an articulable fact reinforcing reasonable suspicion because reasonable suspicion did not exist prior to this moment”).

### **FIRST CLAIM FOR RELIEF – FALSE ARREST**

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

29. Defendants Coello and Sandvick arrested Bryson Luis for hindering and resisting arrest.

30. Defendants Coello and Sandvick did not have reasonable suspicion of criminal activity to detain Bryson Luis.

31. Without reasonable suspicion of criminal activity to detain Bryson Luis, Defendants Coello and Sandvick did not have probable cause to arrest Bryson Luis for hindering and resisting arrest because at no time could Bryson Luis’ actions have led any reasonable officer to believe that Bryson Luis had committed a crime.

32. Defendants Coello and Sandvick’s conduct constituted a false arrest, or unreasonable seizure, in violation of Bryson Luis’ Fourth Amendment rights, as incorporated by the Fourteenth Amendment.

33. At all times material to the complaint, Defendant Coello and Sandvick were WAPD Officers, acting under the color of the statutes, customs, ordinances, and usage of the WAPD and were acting within the scope of their employment.

34. The conduct described on part of the Defendants as set forth above was a cause of the plaintiff’s injuries, losses, and damages as set forth herein.

35. Defendant West Allis is liable for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

**SECOND CLAIM FOR RELIEF – EXCESSIVE USE OF FORCE**

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

37. At all times relevant herein, Defendants Coello and Sandvick were “persons” for purposes of 42 U.S.C. § 1983 and acted under color of state law to deprive Bryson Luis of his constitutional rights.

38. At all times material hereto, the Defendants used unnecessary, excessive force, including but not limited to Tasing Bryson Luis, grabbing his arm, kneeling on his back and neck, and injuring his face.

39. At the time Defendants used excessive force there was no threat of death or serious bodily harm to the officers or anyone in the area.

40. Defendants’ conduct constituted excessive force without cause or justification in violation of Bryson Luis’ Fourth Amendment rights as incorporated by the Fourteenth Amendment.

41. At all times material to the complaint, Defendant Coello and Sandvick were WAPD Officers, acting under the color of the statutes, customs, ordinances, and usage of the WAPD and were acting within the scope of their employment.

42. The conduct described on part of the Defendants as set forth above was a cause of the plaintiff’s injuries, losses, and damages as set forth herein.

43. Defendant West Allis is liable for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

#### **PUNITIVE DAMAGES**

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

45. The above-described conduct of all the individual Defendants was unlawful, extreme, malicious, outrageous, and/or intentional.

46. Such conduct was intended to cause Plaintiff unnecessary and severe personal physical and psychological and emotional injuries.

47. Such conduct was a cause of the severe personal injuries, physical and psychological and emotional suffered by Plaintiff.

48. At all times material hereto, the individual Defendants acted maliciously and/or with reckless disregard and/or with deliberate indifference towards Plaintiff or in an intentional disregard of his rights, such as to subject all the individual Defendants to punitive damages.

49. Defendant West Allis is liable for payment of any judgment entered against the individual employee Defendants in this action because said Defendants were acting within the scope of their employment when they committed the acts described above.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, as follows:

a. Against Defendants Coello and Sandvick in their individual capacities, for compensatory damages, for the violation of Bryson Luis' rights, as set forth above, in an amount to be determined at a trial of this matter;

- b. Against Defendants Coello and Sandvick for punitive damages for the violation of Bryson Luis' rights, as set forth above, in an amount to be determined at a trial of this matter;
- c. Against Defendant West Allis for its liability to indemnify the individual Defendants in an amount to be determined at a trial of this matter;
- d. For all costs, disbursements, and actual attorney's fees pursuant to U.S.C. § 1988, and for such other relief as the Court deems just and equitable.

**PLEASE TAKE NOTICE THAT PLAINTIFF DEMANDS A JURY TRIAL IN THE  
ABOVE-ENTITLED ACTION**

Dated at Madison, Wisconsin, this 21st day of April, 2026

**GINGRAS, THOMSEN & WACHS, LLP**  
Attorneys for Plaintiff

Electronically signed by Attorney Isaac P. Huettl  
Mark L. Thomsen  
State Bar No.: 1018839  
Isaac P. Huettl  
State Bar No.: 1122828

**P.O. ADDRESS**

219 N. Milwaukee Street  
Suite 520  
Milwaukee, WI 53202  
Telephone: (414) 837-4167  
Facsimile: (414) 763-6413  
Email: mthomsen@gtwlawyers.com  
ihuettl@gtwlawyers.com

PRESS FIRMLY TO SEAL

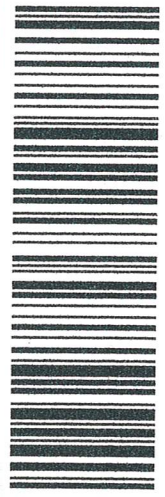


PRESS FIRMLY TO SEAL

UNITED STATES POSTAL SERVICE

PRIORITY CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



9589 0710 5270 3731 2597 06

Estimated delivery date specified for domestic shipments include \$100 Tracking service included for domestic and many international destinations. \*\*International insurance. \*\*

Used internationally, a customs declaration form is required.

Does not cover certain items. For details regarding claims exclusions see the Mail Manual at <http://pe.usps.com>.

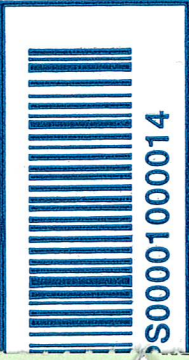
National Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE ANY WEIGHT

To schedule free Package Pickup scan the QR code.



USPS.COM/PICKUP



EP14F October 2023 OD: 12 1/2 x 9 1/2



how2recycle.info

Retail



53214

U.S. POSTAGE PAID

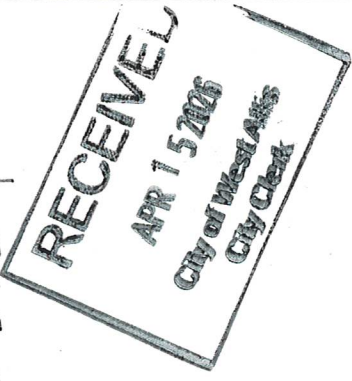
PM MILWAUKEE, WI 53227 APR 11, 2026

\$21.65

RDC 03 1 Lb 0.40 Oz S2322T501657-14

FROM:

Mary Siegel  
917 S. 119th St.  
West Allis, WI 53214



TO:

City Clerk  
City of West Allis  
1525 W. Greenfield Ave.  
West Allis, WI 53214

This packaging is the property of the U.S. Postal Service and is provided solely for use in sending Priority Mail and Priority Mail International shipments. Misuses may be a violation of federal law. This package is not for resale. EP14F © U.S. Postal Service; October 2023; All rights reserved.



☰ EXPLORE  
EXPLORE ▾

DEPARTMENTS ▾ TRANSLATE ▾



**RECEIVED**  
APR 15 2026  
City of West Allis  
City Clerk

**City of West Allis**

RESIDENTS

VISITORS

BUSINESSES

CITY OF WEST ALLIS // FILE A CLAIM

[Back to Claims Process](#)

## File a Claim

If you wish to file a claim, it must list the circumstances of the claim, be signed, and be served within 120 days of the event that brought about the claim. It must be served on the City clerk in the same way a court summons is served.

The city attorney's office has a [Claim Form](#) that you may choose to utilize.

You may file a claim that just lists the circumstances of the incident, but the City attorney's office cannot process your claim until you submit the address of the claimant and an itemized statement of the relief sought.

City Clerk - City of West Allis  
1525 W. Greenfield Ave.  
West Allis, WI 53214

# Date Calculator: Add to or Subtract From a Date

Enter a start date and add or subtract any number of days, months, or years.

Count Days    Add Days    Workdays    Add Workdays    Weekday    Week No

From Thursday, December 18, 2025  
 Added 120 days

**Result: Friday, April 17, 2026**

Calendar showing period from December 18, 2025 to April 17, 2026

| December 2025 |     |     |     |           |     |     |
|---------------|-----|-----|-----|-----------|-----|-----|
| 13 days added |     |     |     |           |     |     |
| Sun           | Mon | Tue | Wed | Thu       | Fri | Sat |
|               | 1   | 2   | 3   | 4         | 5   | 6   |
| 7             | 8   | 9   | 10  | 11        | 12  | 13  |
| 14            | 15  | 16  | 17  | <b>18</b> | 19  | 20  |
| 21            | 22  | 23  | 24  | 25        | 26  | 27  |
| 28            | 29  | 30  | 31  |           |     |     |

| January 2026  |     |     |     |     |     |     |
|---------------|-----|-----|-----|-----|-----|-----|
| 31 days added |     |     |     |     |     |     |
| 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  |

| February 2026–March 2026     |  |  |  |  |  |  |
|------------------------------|--|--|--|--|--|--|
| February 2026: 28 days added |  |  |  |  |  |  |
| March 2026: 31 days added    |  |  |  |  |  |  |

| April 2026    |     |     |     |     |           |     |
|---------------|-----|-----|-----|-----|-----------|-----|
| 17 days added |     |     |     |     |           |     |
| Sun           | Mon | Tue | Wed | Thu | Fri       | Sat |
|               |     |     | 1   | 2   | 3         | 4   |
| 5             | 6   | 7   | 8   | 9   | 10        | 11  |
| 12            | 13  | 14  | 15  | 16  | <b>17</b> | 18  |
| 19            | 20  | 21  | 22  | 23  | 24        | 25  |
| 26            | 27  | 28  | 29  | 30  |           |     |

= Start date (Dec 18, 2025)     = Final result date (Apr 17, 2026)

RECEIVED

APR 15 2026

City of West Allis  
City Clerk



CLAIMANT CONTACT INFORMATION

Name: Mary Siegel  
Address: 917 S. 119th St.  
West Allis, WI 53214

Phone: 414-837-8228  
Email: icmmsiegel@yahoo.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 12/18/2025 Time of day: 07:00  
Location: corner of Washington & 116th Streets

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

I had a slip and fall accident on city property (sidewalk) on the morning of 12/18/2025.  
I sustained a right shoulder fracture.  
I am seeking reimbursement of monies that my health insurance company already paid: 12612.52 and monies I already paid in copays/coinsurance 1085.84. Total sought is: 13758.36.  
I was walking to the Route 18 bus stop, because I take the bus to travel to work. The sidewalk was not properly cleared of ice. It would not have been legal or safe for me to walk in the street. I slipped and fell before reaching the bus stop. I could not get up on my own. A passerby discovered me laying on the sidewalk, picked me up, brushed me off, and kindly drove me home. Once home, I discovered that I could not move my right arm. I proceeded to call my husband home from work. He then took me to Aurora West Allis Medical Center for treatment. I was treated and released that same day. I am still unsure if surgery is in my future. I am still going for Occupational Therapy to try to regain use of my right shoulder. My employer has granted that I may work from home until better healed. A full recovery from my injury is very uncertain at this time. Thank you for your consideration in this matter.

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: Mary M. Siegel

Date: 04/06/2026

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: \$ 13758.36

SAVE

PRINT



# West Allis Police Department

# Incident Report

Incident:  
PI - City Property

Incident Report Number:  
25-050250

Between: Date - Time

And/At: Date-Time

12/18/25

12:53

Incident Location:  
917 S 119 St, West Allis, WI 53214

Offense - 1:

PIFALL

Offense - 2:

ZCB9574

Offense - 3:

Offense - 4:

Offense - 5:

Offense - 6:

Offense - 7:

Offense - 8:

CN

Name (Last, First, Middle)

Siegel, Mary Magdalene

DOB:

Race/Sex

W/F

Address: (Address, City, State, Zip)

Phone 1

Employer

Phone 2

Employer Address

Work Phone #

CN

Name (Last, First, Middle)

Siegel, Jamie C

DOB:

Race/Sex

W/M

Address: (Address, City, State, Zip)

Phone 1

Employer

Phone 2

Employer Address

Work Phone #

## SUMMARY

### Officer Ewer Reports...PERSONAL INJURY

On 12/18/25 at approximately 1400 hours, Officers responded to 917 S 119th St. for a report of an injury on city property. Upon arrival, Officers spoke to Mary M Siegel (FW [REDACTED]). Mary stated this morning, at approximately 0700 hours she was walking to the bus stop at S 116th and W Washington St. Mary stated she slipped and fell on the ice which was not salted or removed. Mary went to the hospital on her own. It was determined that Mary had suffered a right proximal humerus fracture in her right arm. Photographs of Mary and the location of the fall were taken and uploaded to Evidence.com.

Vehicle Information: (Year, Make, Model, Style, Color)

License Number:

State:

Expiration Year:

Vin:

Insurance Company:

Other Vehicle Information:

NCIC#

Reporting Officer(s):

Ewer, Blake

Payroll Number:

be22133

Report Date:

12/18/2025

Time Received:

12:53:45

Time Cleared:

15:09:42

Unit(s) Assigned:

134T

Pages:

1 Of 3

Reviewed by:

TM9656

Payroll Number:

TM9656

Copy To

Date: 12/18/2025

Offense - 1: PIFALL

Incident Report Number:

25-050250

**West Allis Police Department****Continuation**Incident Report Number  
25-050250Incident Location:  
917 S 119 St, West Allis, WI 53214Incident Date:  
12/18/2025**NARRATIVE**

At the time of this investigation, I was wearing my WAPD issued body camera, which was functional and activated. The body worn camera footage was categorized as (misc). See video recording for precise details as the following is a summary based off little or no review.

**INITIAL RESPONSE**

On 12/18/25 at approximately 1400 hours, Officers responded to 917 S. 119th St. for a report of an injury on city property. Upon arrival, Officers spoke to Mary M. Siegel (F/W ██████████). Mary stated this morning, at approximately 0700 hours she was walking to the bus stop at S. 116 St./W. Washington St. Mary stated she slipped and fell on the ice which was not salted or removed on the northside of 11600 block of W. Washington St. Mary went to Aurora West Allis Medical Center with her husband. It was determined that Mary had suffered a right proximal humerus fracture in her right arm.

**CONDITIONS**

I observed the sidewalk where Mary stated she was walking. The sidewalk was icy. The temperature was approximately 42 degrees at 1400 hours. The temperature at 0700 hours was approximately 35 degrees with slight rain.

**PHOTOGRAPHS**

Photographs from the investigation were uploaded to evidence.com.

1-5 Photographs of icy sidewalk

6-8 Photographs of Mary with brace from hospital

**CASE DISPOSITION**

Mary was cleared from the Aurora West Allis Medica Center at approximately 1130 hours on 12/18/25. A PI fall report was completed.

Mary's husband, Jamie C Siegel (M/W ██████████) emailed me photographs of the sidewalk from earlier in the day when Mary fell. These photographs are attached to the case.

Reporting Officer(s):  
Ewer, BlakePayroll Number:  
be22133Pages:  
2 Of 3

# West Allis Police Department

# Continuation

Incident Report Number  
25-050250

Incident Location:  
917 S 119 St, West Allis, WI 53214

Incident Date:  
12/18/2025

Reporting Officer(s):  
Ewer, Blake

Payroll Number:  
be22133

Pages:  
3 Of 3



# WEST ALLIS POLICE DEPARTMENT

**Patrick S. Mitchell**  
Chief of Police

**Robert Fletcher**  
Deputy Chief of Police

**Christopher Marks**  
Deputy Chief of Police

Re: Requested documents

To Whom It May Concern:

This letter is in response to your request for records for the above listed matter. Since you are making your request under the public records law, my response to your request will be framed under the provisions of those statutes and the case law interpreting them.

I have been mindful in preparing these records for release that the purpose of the Wisconsin public records law is to shed light on the workings of government and the acts of public officers and employees in their official capacities. Wis. Stat. § 19.31 declares: *"In recognition of the fact that a representative government is dependent upon an informed electorate, it is declared to be the public policy of this state that all persons are entitled to the greatest possible information regarding the affairs of government and the official acts of those officers and employees who represent them."* In addition to Wis. Stat. § 19.31, see *Building and Constr. Trades Council v. Waukakee Comm. Sch. Dist.*, 221 Wis. 2d 575, 582, 585 N.W.2d 726 (Ct. App. 1998).

In considering your request, I initially determined whether there is a statute or case law requiring disclosure or creating a blanket disclosure exception. Thereafter, I performed the balancing test to decide whether the strong presumption favoring disclosure is overcome by some even stronger presumption favoring limited access or non-disclosure. For the reasons set forth below, I have decided to partially deny your request for records, specifically:

**Personal identifying information of individuals associated with an incident investigated by law enforcement has been redacted from records.**

- In performing the balancing test, I determined that the public interest in disclosure of personal identifying information of individuals associated with an incident investigated by law enforcement is outweighed by the public interest in the privacy on the part of individuals as well as the public interest in individuals cooperating with authorities. Furthermore, this information has been redacted to protect against identity theft or other unauthorized use. Additionally, this information has been redacted to protect against harassment. Finally, the redacted information sheds little, if any, light on the affairs of the government.

**Other requested records are being made available.**

Wis. Stat. § 19.35(4)(b) requires that you be informed this determination is subject to review under Wis. Stat. § 19.37(1). You may bring an action for mandamus asking for a court to order release of the records or request the District Attorney or Attorney General to bring an action for mandamus asking a court to order a release of the records. The Milwaukee County District Attorney's office is located at 949 North 9<sup>th</sup> Street, Milwaukee, WI, 53233. The Milwaukee County Children's Court Center is located at 10201 West Watertown Plank Road, Wauwatosa, WI, 53226. The State Attorney General's office is located at Wisconsin Department of Justice, 114 East State Capitol, P.O. Box 7857, Madison, WI 53707-7857.

Sincerely,

Deyana Messinger  
Records Supervisor

**Aurora Health Care©**  
AWAMC Emergency Services  
8901 W LINCOLN AVE  
WEST ALLIS WI 53227  
Phone: 414-328-6111

---

**Name:** Mary M Siegel    **DOB:** 5/12/1964    **Current Date:** December 18, 2025

The staff of Aurora Health Care would like to thank you for allowing us to assist you with your healthcare needs. The following includes patient education materials and information on how best to care for your illness/injury at home and when to see a physician. If you need to locate a Doctor or clinic close to you, please call the Doctor Referral Service at 1-888-863-5502. The Service is available Monday through Thursday from 8 AM to 8 PM and Fridays from 8 AM to 4 PM.

*Patients Please Note: If further time off is required, or a medical clearance to return to work is required, it must be obtained through your primary physician. Return to work clearances and extensions of "Time-Off" will not be given by the Emergency Department.*



---

We hope that you leave our Emergency Department believing that we provided you with very good care.

### **Your Opinion Matters To Us**

You may receive a survey phone call, email or text about your experience with us. We greatly appreciate you completing the survey. We use your valuable feedback to improve the care that we deliver and your responses are very important to us.

# AFTER VISIT SUMMARY

Mary M. Siegel DoB: 5/12/1964  12/18/2025  AWAMC Emergency Services 414-328-6111

## Instructions

Take over-the-counter Tylenol as needed for pain or fever. Make sure to follow bottle label instructions for dose recommendations, but typically you may take up to 1000mg (two extra strength tylenol tablets) every 6 hours as needed. Do not exceed more than 4000mg in a day or you may injure your liver and cause tylenol poisoning.

You may also take Ibuprofen (i.e. Advil, Motrin), please follow bottle directions for dosing. Typically you are able to take 600 mg every 6 hours as needed for pain, swelling, or fever. If you take ibuprofen, take only with food. Stop taking if you develop stomach pains, blood in your stools, or black stools as ibuprofen can be irritating to the stomach.

Please wear the sling at all times. Please call to schedule a follow-up appointment with orthopedics in 1 week.



### Your medications have changed



**START taking:**

**oxyCODONE (IMM REL) (ROXICODONE)**

Review your updated medication list below.



### Read the attached information

Shoulder Fracture (English)



### Pick up these medications at CVS/pharmacy #8771 - Wauwatosa, WI - 7520 W Bluemound Rd AT corner of North 76th St

• oxyCODONE (IMM REL)

Your estimated payment per fill: \$1

Address: 7520 W Bluemound Rd, Wauwatosa WI 53213-3546

Hours: M-F 8-9, SA 9-6, SU 9-5

Phone: 414-771-9146



### SERVICE TO ORTHOPEDICS

Expires: 12/18/2026 (requested)

## Instructions (continued)



Schedule an appointment with Navjot S Kohli, MD as soon as possible for a visit in 1 week (around 12/25/2025)

Specialty: Orthopedic Surgery  
Contact: 2801 W Kinnickinnic River Pkwy  
MOB 3, STE 370  
Milwaukee WI 53215  
414-649-7900



Follow up with AWAMC Emergency Services

Why: If symptoms worsen  
Specialty: Emergency Medicine  
Contact: 8901 W Lincoln Ave  
West Allis Wisconsin 53227  
414-328-6111

## Today's Visit

You were seen by Taylor Mielke, PA

Diagnosis

Closed fracture of proximal end of right humerus, unspecified fracture morphology, initial encounter



### Imaging Tests

XR ELBOW 4 VIEWS RIGHT  
XR HUMERUS 2 VIEWS RIGHT  
XR SHOULDER 2 VIEWS RIGHT



### Medications Given

HYDROcodone-acetaminophen (NORCO) Last given at 8:51 AM  
ketorolac (TORADOL) Last given at 10:16 AM  
oxyCODONE (IMM REL) (ROXICODONE) Last given at 10:17 AM



Blood Pressure  
122/72



BMI  
35.94



Weight  
190 lb 3.2 oz



Height  
5' 1"



Temperature (Oral)  
98.1 °F



Pulse  
95



Respiration  
16



Oxygen Saturation  
94%



BSA  
1.85 m<sup>2</sup>

## What's Next

FEB  
27  
2026

Office Visit with Kristine Bruno, MD  
Friday February 27 3:40 PM (Arrive by 3:25 PM)

Aurora Internal Medicine-Good  
Hope  
3003 W GOOD HOPE RD  
MILWAUKEE WI 53209  
414-352-3100

- Please bring a current picture ID, insurance card, co-pay if one is due and a list of medications.

- Up to two visitors, patient support people or chaperones may accompany the patient to their appointment. Visitors must be over the age of 18 and authorized by the patient/caregiver.

Pediatric Patients:

- A parent/guardian or adult authorized to accompany an established pediatric patient must be present.
- A non-parent/guardian can bring in the pediatric patient if an Authorization of Treatment of Minor form was completed by the parent/legal guardian. The patient may be turned away if there isn't a form on file.
- Bring a copy of your child's immunization records.
- In accordance with the Centers for Disease Control and Prevention (CDC) and the American Academy of Pediatrics (AAP), our policy requires new patients to have all childhood immunizations.

DEC  
21  
2026

Follow-up Visit with Jonathan Bonchak, MD  
Monday December 21 4:00 PM (Arrive by 3:45 PM)

Aurora Dermatology-New Berlin,  
High Pointe  
12901 W NATIONAL AVE  
NEW BERLIN WI 53151-4494  
262-787-5200

## Disclaimer

Follow-up care: It is your responsibility to arrange for follow-up care with your healthcare provider or as instructed. Call your healthcare provider to arrange an appointment time. If you have further questions please call 1-800-323-8622.

## Preventive care and screening

Your blood pressure was 122/72 today. If your blood pressure is higher than 120/80, we recommend follow up with your primary care provider to obtain basic health screening, including reassessment of your blood pressure, within three months.

# What to Do with Your Medications

START taking these medications today unless otherwise stated

|   | Details   |
|---|---|
| <b>oxyCODONE (IMM REL) 5 MG immediate release tablet</b><br>Commonly known as: ROXICODONE | Take 1-2 tablets by mouth every 6 hours as needed (Severe pain).<br>Authorizing Provider: Taylor Mielke, PA |

## AdvocateHealth Community Resource Hub by Findhelp

AdvocateAurora Health Community Resource Hub: From food pantries to clothes for work, this provides an easy way to access local programs and services. <https://advocateauroracommunity.org>



# Changes to Your Medication List

## START taking these medications



**oxyCODONE (IMM REL)** 5 MG immediate  
release tablet

Take 1-2 tablets by mouth every 6 hours as  
needed (Severe pain).

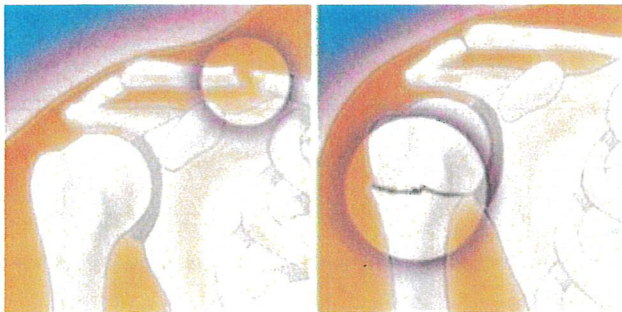
**START** Commonly known as: ROXICODONE

## Patient Portal

View your After Visit Summary and more at <https://www.advocatehealth.org/livewell>.

## Caring for a Shoulder Fracture

A shoulder fracture is when one or more of the bones in your shoulder break. The shoulder is made up of three bones. The first is the collarbone, also called the clavicle. The second is the shoulder blade, also called the scapula. The third is the top part of your arm bone, called the humerus. A fracture means a break or crack in one of these bones.



## Why Does a Shoulder Fracture Happen?

A shoulder fracture can happen from a fall, a car accident, or injury. It can also occur with a minor injury if your bones are weak from osteoporosis, which makes bones break more easily.

## Signs and Symptoms of a Shoulder Fracture

- **Pain:** You may have pain in your shoulder or upper arm.
- **Swelling:** Your shoulder might be swollen and tender.
- **Bruising:** You may notice bruises around your shoulder.
- **Limited movement:** It might be hard to move your shoulder or arm.

## Tests or Care You May Have Had

- **X-ray:** This is a picture of your bones to check for breaks or cracks.
- **CT scan:** This gives a more detailed image of your shoulder to see the exact damage.
- **Sling or brace:** You may have been given a sling to hold your shoulder in place while it heals.

- **Pain medicine:** You might have been given medicine to help manage the pain.

## What to Expect

- **Healing:** Many shoulder fractures heal in about 6 to 12 weeks. Some can take longer. You may need to wear a sling or brace for part of this time.
- **Follow-up visits:** It is essential to keep your follow-up appointments with your care team so they can check on your healing.
- **Physical therapy:** You may need treatment to help regain strength and movement in your shoulder.

## Things You Can Do at Home to Help

### Medicines

- You may need pain medicine like ibuprofen, naproxen, or acetaminophen to help with pain and swelling. If you take blood thinners, have a history of bleeding, stomach ulcers, or ongoing disease of your kidneys or liver, ask your care team which pain medicine is safe for you.
- If you are given an opioid pain medication such as hydrocodone or oxycodone, follow directions carefully, as opioid pain medications have a risk of addiction and overdose that can lead to hospitalization or death. Take the lowest dose needed for the shortest time to help manage pain.

### Healthy Habits

- **Eat well:** Eating foods rich in calcium and vitamin D, like dairy products, leafy greens, and fish, helps your bones heal.
- **Take supplements:** Your care team may suggest taking calcium and vitamin D supplements. Calcium and vitamin D are the building blocks of your bones.
- **Get protein:** Be sure to get enough protein in your diet. This helps healing.
- **Stay hydrated:** Drinking plenty of water helps your body recover.

### Changes in Routine

- **Rest:** Rest your shoulder as much as possible. Avoid lifting heavy objects or using your arm until your care team says it is okay.

- **Wear your sling as instructed:** If given a sling, wear it as instructed. Slings can make the shoulder and elbow stiff if used improperly. If you are instructed to use a sling, be sure to take your arm out of the sling at least once a day to allow the elbow and shoulder to straighten and move.

## Therapy or Exercise

- **Physical therapy:** If your care team recommends it, follow the exercises your physical therapist gives you. This will help you get your movement and strength back.

## When to Contact Your Care Team

Call your care team if:

- Your pain gets worse or does not improve with medicine.
- Your arm or hand feels numb or tingly.
- You notice swelling or redness around the shoulder that was not there before.

## When to Call 911 or Go to the Emergency Room

Get help right away if you:

- You have trouble breathing or feel dizzy.
- Your arm or hand looks blue or feels cold.
- You develop redness and swelling in the arm.

## Thank You for Choosing Us

Thank you for trusting us with your care. We are here to support you and want you to feel your best. If you have any questions, please contact us.

**IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE EMERGENCY ROOM.**

The information presented is intended for general information and educational purposes. It is not intended to replace the advice of your health care provider. Contact your health care provider if you believe you have a health problem.

Last updated December 2024

## Medication Safety: What you need to know

### **Maintain Security - It is important to keep all medications in a secure location:**

Keep out of the reach of children and pets

Consider using a lock box or locked filing cabinet

Place pill bottles in private area such as bedroom or drawer

### **Don't Share - It is illegal to share your prescription medication, even with family:**

The doctor prescribes medications specifically for you and your body

You cannot be sure how the drug may affect others physically or emotionally

It is a criminal offense to share prescriptions

### **Proper Disposal - It is no longer acceptable to flush or throw away medications:**

Recent studies show measurable amounts of medication have been found in drinking water and wildlife due to flushing or throwing away medications

Medication strength changes over time and is not typically safe after one year

Proper disposal removes the medication from your home in a safe way so that others don't have access to it. Use your local drug drop site.

Your local pharmacy can provide information on medication disposal options in your community. The Department of Justice Drug Enforcement Administration website also has information on safe medication disposal:

[www.deadiversion.usdoj.gov/drug\\_disposal/index.html](http://www.deadiversion.usdoj.gov/drug_disposal/index.html)

Legal Name: Mary M Siegel

## Advance Directive

### **Advance Directives: Your Health Plan**

An advance directive is a way to share your wishes for future medical care. You can:

- Write down what kind of care you want or don't want.
- Choose someone you trust to speak for you if you can't make decisions.

## Advance Directive (continued)

To learn more or make your own advance directive, ask your doctor, scan the QR code, or visit the website.

<https://www.aurorahealthcare.org/assets/documents/advanced-care-planning/what-is-advance-care-planning.pdf>



## ED Triage Notes

Signed Dec 18, 2025

---

### ED Triage Notes by Shannon S, RN at 12/18/2025 8:21 AM

Pt to ER c/o slip and fall on ice this am. States she landed on her right shoulder which was stretched out. Pain radiates from shoulder to elbow. Limited ROM.

Sensation intact. +radial pulse.

Denies hitting head or LOC.

## ED Provider Notes

Signed Dec 18, 2025

---

ED Provider Notes by Taylor Mielke, PA at 12/18/2025 8:53 AM

Patient : Mary M Siegel Age: 61 year old Sex: female  
MRN: 364197 Encounter Date: 12/18/2025

### History

#### Chief Complaint

Patient presents with

- Shoulder Injury
- Fall

Mary M Siegel is a 61 year old presenting to the emergency department with concerns for right shoulder pain. Patient reports she was walking to her bus stop when she slipped and fell on ice, causing her to fall onto her right arm in an outstretched position. She reports pain most prominent in the right elbow and upper arm. She has been unable to lift her arm due to pain. She denies striking her head or LOC. Denies further concerns or complaints. Has been ambulating. Patient reports taking 4 ibuprofen this morning prior to the fall. Denies back pain. Denies numbness or tingling.

Per chart review, patient is not anticoagulated.

### Past/Family/Social History

#### Allergies

| Allergen            | Reactions                      |
|---------------------|--------------------------------|
| • Opioid Analgesics | NAUSEA                         |
|                     | <i>Nausea/codeine products</i> |

No current facility-administered medications for this encounter.

#### Current Outpatient Medications

| Medication | Sig |
|------------|-----|
|------------|-----|

- prochlorperazine (COMPAZINE) 10 MG tablet Take 1 tablet by mouth every 8 hours as needed for Nausea.
- diazepam (VALIUM) 5 MG tablet Take 1 tablet by mouth 2 times daily as needed for Anxiety.
- aspirin (Aspirin Low Dose) 81 MG EC tablet Take 1 tablet by mouth daily.
- fluconazole (DIFLUCAN) 150 MG tablet Take 1 tablet by mouth once today. Repeat in 48 hours. Take at first sign of yeast infection.
- Lancets 30G Misc daily.
- Lancet Devices (Lancing Device) Misc One Touch Delica. E11.29
- atorvastatin (LIPITOR) 40 MG tablet Take 1 tablet by mouth daily.
- citalopram (CeleXA) 40 MG tablet Take 1 tablet by mouth daily.
- metFORMIN (GLUCOPHAGE-XR) 500 MG 24 hr tablet Take 3 tablets by mouth daily (with breakfast).
- propranolol (INDERAL) 40 MG tablet Take 1 tablet by mouth in the morning and 1 tablet in the evening.
- spironolactone (ALDACTONE) 25 MG tablet Take 1 tablet by mouth daily.
- estradiol (Yuvafem) 10 MCG vaginal tablet Place 1 tablet vaginally 3 days a week.
- tirzepatide (Mounjaro) 15 MG/0.5ML Solution Auto-injector Inject 15 mg into the skin every 7 days. Indications: Type 2 Diabetes Begin taking on August 18, 2025.
- mometasone (ELOCON) 0.1 % solution Massage thin layer into scalp qd prn rash/itch. Don't use on normal skin
- clotrimazole (LOTRIMIN) 1 % cream Apply thin layer to skin folds bid for up to 14 days as needed for intertrigo
- triamcinolone (ARISTOCORT) 0.1 % cream Apply thin layer to affected areas on back bid prn rash/itch. Don't use on normal skin. Don't use on face.
- fluticasone (CUTIVATE) 0.005 % ointment Apply thin layer to affected areas on ears bid prn rash. Use for max 21 days per month.
- mometasone (Nasonex) Spray 2 sprays in each nostril daily.

- 50 MCG/ACT nasal spray
- Acetaminophen (TYLENOL PO) Take 500 mg by mouth as needed.
  - CALCIUM PO Take 1 tablet by mouth as needed.
  - melatonin 3 MG nightly as needed.
  - ONE TOUCH ULTRA TEST test strip
  - ibuprofen (MOTRIN) 600 MG tablet as needed.
  - chlorhexidine gluconate (PERIDEX) 0.12 % solution Swish and spit as needed.
  - TUMS CHEW 500 MG PO daily as needed.

History - past medical  
Past Medical History:

| Diagnosis   | Date    |
|---|---------|
| • Allergic rhinitis due to pollen<br><i>Allergic Rhinitis</i>   |         |
| • Anxiety state, unspecified<br><i>anxiety</i>  |         |
| • Benign neoplasm of pineal gland (CMD)<br><i>benign pineal cyst - MRI</i>  | 1993    |
| • Contact dermatitis and other eczema, due to unspecified cause<br><i>eczema [behind ears]</i>                            | 05/1998 |
| • Diabetes mellitus (CMD)   |         |
| • Essential hypertension, benign  |         |
| • Migraine, unspecified, without mention of intractable migraine without mention of status migrainosus<br><i>Migraine</i> |         |
| • Motion sickness   |         |
| • Mumps without mention of complication   |         |
| • Osteoporosis, unspecified<br><i>moderate osteoporosis</i>   | 11/1994 |
| • Other and unspecified hyperlipidemia  |         |
| • PONV (postoperative nausea and vomiting)  |         |
| • Premenstrual tension syndromes<br><i>PMS - headache</i>   |         |
| • Sinusitis, chronic<br><i>right side, coming for surgery for scar tissue</i>   | 08/2018 |

- Temporomandibular joint disorders, unspecified
- Unspecified sleep apnea  
*cpap at 7*
- Unspecified staphylococcus infection in conditions classified elsewhere and of unspecified site  
*recurrent staph skin inf*
- Varicella without mention of complication  
*Varicella*

#### History - past surgical

##### Past Surgical History:

| Procedure  | Laterality | Date       |
|--|------------|------------|
| • ANES LYSIS INTRANASAL SYNECHIA   | Right      | 07/31/2018 |
| • COLONOSCOPY DIAGNOSTIC<br><i>No lesions. Colon in 10 yrs. Dr. Siddalingaiah.</i>             |            | 06/06/2014 |
| • COLONOSCOPY W BIOPSY<br><i>tubular adenoma polyp x1, repeat 7 yrs-- Dr Kapur</i>             |            | 05/07/2025 |
| • COLPOSCOPY BX CERVIX ENDOCERV<br>CURR<br><i>Mild dysplasia on bx</i>                         |            | 08/2003    |
| • DEXA BONE DENSITY AXIAL SKELETON<br><i>osteoporosis</i>                                      |            | 11/1994    |
| • REMOVE TONSILS/ADENOIDS,<12 Y/O  |            | 1971       |
| • REPAIR OF NASAL SEPTUM<br><i>septorhinoplasty &amp; left antrostomy</i>                      |            | 1989       |
| • TONSILLECTOMY  |            |            |
| • TRIGGER FINGER RELEASE<br><i>RIGHT LONG FINGER TRIGGER RELEASE(Dr. Gaenslen)</i>             | Right      | 02/28/2022 |
| • TRIGGER FINGER RELEASE<br><i>LEFT LONG FINGER TRIGGER RELEASE (Dr, Gaenslen)</i>             | Left       | 04/10/2023 |
| • TRIGGER FINGER RELEASE<br><i>RIGHT RING AND SMALL TRIGGER FINGERS RELEASE (Dr. Gaenslen)</i> | Right      | 08/14/2024 |

#### History - family

##### Family History

| Problem   | Relation | Name | Age of Onset |
|---|----------|------|--------------|
| • Thyroid   | Mother   |      |              |
| • Hypertension                                      | Mother   |      |              |
| • Hyperlipidemia                                    | Mother   |      |              |
| • Coronary Artery Disease<br><i>PTCA with stent</i> | Mother   |      |              |
| • Osteoporosis                                      | Mother   |      |              |

|   |                         |    |
|---|-------------------------|----|
| • Subarachnoid hemorrhage                         | Mother                  |    |
| <i>actually subdural after fall after hip fx.</i> |                         |    |
| • Congestive Heart Failure                        | Mother                  |    |
| <i>right sided-- hi pulmonary pressures</i>       |                         |    |
| • Hyperlipidemia                                  | Father                  |    |
| <i>cholesterol</i>                                |                         |    |
| • Cancer, Prostate                                | Father                  | 55 |
| • Colon Polyps                                    | Father                  |    |
| • Hypertension                                    | Sister                  |    |
| • Thyroid   | Sister                  |    |
| • Heart   | Sister                  |    |
| <i>valve issue with palpitations</i>              |                         |    |
| • Hypertension                                    | Maternal<br>Grandmother |    |
| • Congestive Heart Failure                        | Maternal<br>Grandmother |    |
| <i>died of CHF age 79</i>                         |                         |    |
| • Peripheral Vascular<br>Disease                  | Maternal<br>Grandmother |    |
| <i>carotid stenosis/ CEA</i>                      |                         |    |
| • Myocardial Infarction                           | Maternal<br>Grandfather | 63 |
| • Cancer  | Paternal<br>Grandmother |    |
| <i>rectal cancer</i>                              |                         |    |
| • Dementia/Alzheimers                             | Paternal<br>Grandfather |    |
| • Stroke/TIA                                      | Paternal<br>Grandfather |    |
| • Congestive Heart Failure                        | Paternal<br>Grandfather |    |
| • Gastrointestinal                                | Daughter                |    |
| <i>cyclic vomiting</i>                            |                         |    |
| • Migraine  | Daughter                |    |
| • Anxiety disorder                                | Daughter                |    |
| • Hypertension                                    | Maternal Aunt           |    |
| • Hypothyroid                                     | Maternal Aunt           |    |
| • Coronary Artery Disease                         | Maternal Aunt           |    |
| <i>4v cabg</i>                                    |                         |    |
| • Cancer, Colon                                   | Maternal<br>Uncle       | 75 |
| • Diabetes  | Maternal<br>Uncle       |    |
| • Coronary Artery Disease                         | Maternal                | 63 |

|                         |                         |    |
|-------------------------|-------------------------|----|
|                         | Uncle                   |    |
| <i>CABG</i>             |                         |    |
| • Blood Disorder        | Maternal<br>Uncle       |    |
| <i>multiple myeloma</i> |                         |    |
| • Myocardial Infarction | Maternal<br>Uncle       |    |
| <i>smoker</i>           |                         |    |
| • Cancer, Colon         | Paternal<br>Grandmother | 70 |

Social History  
Social History

Tobacco Use

- Smoking status: Never
- Smokeless tobacco: Never

Vaping Use

- Vaping status: never used

Substance Use Topics

- Alcohol use: No
- Drug use: No

**Review of Systems**  
**Review of Symptoms**

Review of Systems

**Physical Exam**  
**Physical Exam**

---

ED Triage Vitals [12/18/25 0824]

---

ED Triage Vitals Group

|                   |                                |
|-------------------|--------------------------------|
| Temp              | <b>98.1 °F (36.7 °C)</b>       |
| Heart Rate        | <b>99</b>                      |
| Resp              | <b>(!) 22</b>                  |
| BP                | <b>(!) 140/92</b>              |
| SpO2              | <b>99 %</b>                    |
| EtCO2 mmHg        |                                |
| Height            | <b>5' 1" (1.549 m)</b>         |
| Weight            | <b>190 lb 3.2 oz (86.3 kg)</b> |
| Weight Scale Used | <b>Standing scale</b>          |

BMI (Calculated) 35.94  
IBW/kg 47.8  
(Calculated)

### Physical Exam

Vitals and nursing note reviewed.

#### Constitutional:

General: She is not in acute distress.

Appearance: Normal appearance. She is not ill-appearing.

#### HENT:

Head: Normocephalic and atraumatic.

Nose: Nose normal.

#### Eyes:

Extraocular Movements: Extraocular movements intact.

Conjunctiva/sclera: Conjunctivae normal.

Pupils: Pupils are equal, round, and reactive to light.

#### Cardiovascular:

Rate and Rhythm: Normal rate and regular rhythm.

#### Pulmonary:

Effort: Pulmonary effort is normal.

#### Chest:

Comments: **No chest wall tenderness or ecchymosis**

#### Musculoskeletal:

General: Normal range of motion.

Cervical back: Normal range of motion and neck supple.

Comments: **No midline C, T or L-spine tenderness**

**Pelvis stable and nontender**

**No clavicular tenderness bilaterally**

**Right upper extremity: Tenderness to the anterior shoulder extending along the humerus to the superior elbow. No wounds, deformity or ecchymosis. No tenderness to the forearm, wrist or hand. 2+ radial pulse. Unable to flex/extend at the elbow and shoulder due to pain.**

**Grip strength intact. Sensation intact to C6, C7, C8.**

**Bilateral lower extremities are nontender and atraumatic.**

**Left upper extremity nontender and atraumatic.**

#### Skin:

General: Skin is warm and dry.

#### Neurological:

Mental Status: She is alert. Mental status is at baseline.



Temp: 98.1 °F (36.7 °C)  
TempSrc: Oral  
SpO2: 99%  
Weight: 86.3 kg (190 lb 3.2 oz)  
Height: 5' 1" (1.549 m)  
LMP: 01/03/2017

**ED Course** as of 12/18/25 1518

Thu Dec 18, 2025

- 0940 Xrays with acute minimally displaced fracture of the proximal humerus at the surgical neck, difficult to assess but may also extend to the humeral head or greater tuberosity. Humeral head remains articulated with the glenoid. [TM]
- 1029 Patient rechecked. I updated her on imaging which demonstrates minimally displaced fracture of the proximal humerus, discussed plan for sling, additional pain medication, patient states she tolerated Norco without difficulty. Discussed plans for discharge following pain control, with outpatient follow-up to orthopedics in 1 week and instructions to wear sling at all times. Will prescribe oxycodone 5 mg as needed for severe pain with recommendations for Tylenol and/or ibuprofen. [TM]
- 1119 Patient rechecked. She reports improvement in pain, feels comfortable discharge at this time. ED return precautions provided. Patient expressed understanding and is agreeable to plan. [TM]

**ED Course User Index**  
[TM] Mielke, Taylor E, PA

Radiology Review: I have independently interpreted the Xray of the Right humerus and have found Fracture of proximal humerus. I am awaiting on the final radiology read.

## Consults

### Medical Decision Making

Patient is a 61 year old with complaint of right shoulder pain after mechanical fall in which patient slipped on ice with her right arm in an outstretched position. Patient is afebrile, mildly hypertensive with vitals

further WNL. She denies striking her head or LOC. No midline C, T or L-spine tenderness. Patient with tenderness from the lateral right shoulder extending to the right elbow. Differential including but not limited to fracture, dislocation, strain, among others. Discussed plan to obtain x-ray. Patient reports history of nausea with opioids, states this occurred when she was younger, not anaphylaxis, is agreeable to trialing Norco. She is neurovascularly intact. Her range of motion at the shoulder and elbow is limited due to pain. 2+ radial pulse. See ED course for further MDM. The patient will not require admission.

**Does the Patient have sepsis: NO**

### Critical Care

No Critical Care

### Disposition

|  |
|--|
| <b>Clinical Impression and Diagnosis 3:19 PM</b> |
|--|

### ED Diagnosis

| Diagnosis   | Comment | Associated Orders  |
|---|---------|--|
| <b>Final diagnosis</b><br><b>Closed fracture of proximal end of right humerus, unspecified fracture morphology, initial encounter</b> | --      | <b>SERVICE TO ORTHOPEDICS<br/>OXYCODONE HCL<br/>5 MG PO TABS</b> |

Follow Up:  
Kohli, Navjot S, MD  
2801 W Kinnickinnic River Pkwy  
MOB 3, STE 370

Milwaukee WI 53215  
414-649-7900

Schedule an appointment as soon as possible for a visit in 1 week

AWAMC Emergency Services  
8901 W Lincoln Ave  
West Allis Wisconsin 53227  
414-328-6111

If symptoms worsen

## Summary of your Discharge Medications

### Take these Medications

|   | Details   |
|---|---|
| <b>oxyCODONE (IMM REL) 5 MG</b><br>immediate release tablet | Take 1-2 tablets by mouth every<br>6 hours as needed (Severe pain). |
| Commonly known as:<br>ROXICODONE                            |   |

Pt is discharged to home/self care in stable condition.

There is no disposition no dispo time  
There is no comment

Mielke, Taylor E, PA  
12/18/25 1520

---

MyChart® licensed from Epic Systems Corporation© 1999 - 2026


---

Patient: Mary M Siegel | Legal Name: Mary M Siegel | DOB: 5/12/1964 | MRN: 364197 | PCP: Kristine D Bruno,  
MD

## MR SHOULDER IMAGING

Collected on Mar 16, 2026 8:38 AM

---

Test Result Details 

### Results

## Impression

### IMPRESSION:

1. Comminuted proximal humeral fractures, as above.
2. Severe supraspinatus tendinosis without discrete tear.
3. Intra-articular biceps tendinosis.
4. Labral degeneration with tearing of the superior and posterior-superior labrum.
5. Severe teres minor muscle atrophy.

Electronically Signed by: Andrew Simon, MD

Signed on: 3/16/2026 8:42 AM

Created on Workstation ID: DECK7MHV2

Signed on Workstation ID: DECK7MHV2

## Narrative

RIGHT SHOULDER MRI WITHOUT CONTRAST DATED 3/12/2026 4:13 PM.

CLINICAL HISTORY: Proximal humerus fracture. Evaluate rotator cuff.

COMPARISONS: X-rays dated 2/9/2026.

TECHNIQUE: Coronal T1, Coronal T2FS, Sag T1, Sag T2FS, and Axial PDFS images of the right shoulder were obtained. Images were obtained on a Siemens Aera 1.5T MRI unit.

### FINDINGS:

**ROTATOR CUFF AND ASSOCIATED STRUCTURES:** Severe supraspinatus tendinosis without discrete tear. Mild infraspinatus tendinosis is also noted. Intact subscapularis tendon.

**BICEPS TENDON:** Intra-articular biceps tendinosis. No tear.

**ACROMIOCLAVICULAR JOINT:** Capsular hypertrophy. Minimal anterolateral downsloping with undersurface spurring of the acromion.

**FLUID:** Minimal glenohumeral joint fluid. No significant bursal effusion.

**OSSEOUS STRUCTURES ARTICULATIONS:** Comminuted proximal humeral fractures including dominant surgical neck fracture as well as fractures extending to the greater and lesser tuberosities. A large intra-articular fragment is present within the axillary recess which measures approximately 15 x 11 mm. Edema throughout the proximal humerus as well as involving the intact coracoid process. Edema associated with degenerative changes of the acromioclavicular joint.

LABRUM/CAPSULE: Suspect tearing of the superior and posterior-superior labrum. Labral degeneration is noted circumferentially.

Distended capsule within the axillary recess related to a large intra-articular fragment. No definite capsular tear.

MUSCULATURE: Severe teres minor muscle atrophy.

Ordering provider: Tara Christensen-Tourtellott, PA-C

Reading physician: Andrew Simon, MD

Study date: Mar 12, 2026 4:39 PM

Collection date: Mar 16, 2026 8:38 AM

Result date: Mar 16, 2026 8:42 AM

Result status: Final

MyChart® licensed from Epic Systems Corporation© 1999 - 2026

## Office Visit - Mar 23, 2026

with Mark Wichman, MD at Aurora Orthopedics

---

### Notes from Care Team

Progress Notes by Mark Wichman, MD at 3/23/2026 11:08 AM

#### AURORA AMBULATORY ENCOUNTER ORTHOPEDIC EVALUATION

**CHIEF COMPLAINT:** Office Visit (Follow up// right shoulder MRI results.)

**SUBJECTIVE:**

A 61-year-old female with a history of right shoulder injury following a fall on 12/18 presents for ongoing right shoulder pain, limited range of motion, and functional impairment.

Right shoulder pain has gradually improved since the injury but remains persistent, particularly at night. She reports waking three to four times nightly due to discomfort when her arm or hand is positioned too low or when attempting to sleep on the affected side. Daytime symptoms are less pronounced but worsen with prolonged typing, resulting in achiness and radiating nerve symptoms down the arm. Use of a heating pad provides some relief.

Functional limitations include difficulty with activities of daily living such as toileting with the left hand, dressing, and putting on a bra due to restricted motion and weakness. She is unable to achieve full range of motion and continues to lack strength for certain movements. Occupational therapy has introduced isometric exercises to address strength deficits. She remains in physical therapy twice weekly and continues to work from home to accommodate her physical limitations.

## SOCIAL HISTORY

Occupations: Typing for work, currently working from home

Medications, tobacco use, and allergies verified by nursing.

## REVIEW OF SYSTEMS:

Systems reviewed and negative except as documented in the HPI.

## HISTORIES:

### Current Outpatient Medications

| Medication  | Sig  | Dispense   | Refill |
|---|--|------------|--------|
| • propRANolol (INDERAL) 40 MG tablet                        | TAKE 1 TABLET BY MOUTH IN THE MORNING AND IN THE EVENING                           | 180 tablet | 1      |
| • atorvastatin (LIPITOR) 40 MG tablet                       | Take 1 tablet by mouth daily.  | 90 tablet  | 3      |
| • tirzepatide (Mounjaro) 15 MG/0.5ML Solution Auto-injector | Inject 15 mg into the skin every 7 days. Indications: Type 2 Diabetes              | 6 mL       | 3      |
| • metFORMIN (GLUCOPHAGE-XR) 500 MG 24 hr tablet             | TAKE 3 TABLETS BY MOUTH DAILY (WITH BREAKFAST).                                    | 270 tablet | 1      |
| • spironolactone (ALDACTONE) 25 MG tablet                   | TAKE 1 TABLET BY MOUTH EVERY DAY   | 90 tablet  | 1      |
| • citalopram (CeleXA) 40 MG tablet                          | TAKE 1 TABLET BY MOUTH EVERY DAY   | 90 tablet  | 1      |
| • prochlorperazine (COMPAZINE) 10 MG tablet                 | Take 1 tablet by mouth every 8 hours as needed for Nausea.                         | 15 tablet  | 0      |
| • diazePAM (VALIUM) 5 MG tablet                             | Take 1 tablet by mouth 2 times daily as needed for Anxiety.                        | 30 tablet  | 0      |
| • aspirin (Aspirin Low Dose) 81 MG EC tablet                | Take 1 tablet by mouth daily.  | 100 tablet | 3      |
| • fluconazole (DIFLUCAN) 150 MG tablet                      | Take 1 tablet by mouth once today. Repeat in 48 hours. Take at first sign of yeast | 2 tablet   | 1      |

|   |  |           |    |
|---|--|-----------|----|
|   | infection.   |           |    |
| • Lancets 30G Misc                                  | daily.   | 100 each  | 12 |
| • Lancet Devices (Lancing Device) Misc              | One Touch Delica. E11.29   | 1 each    | 0  |
| • estradiol (Yuvafem) 10 MCG vaginal tablet         | Place 1 tablet vaginally 3 days a week.  | 36 tablet | 3  |
| • mometasone (ELOCON) 0.1 % solution                | Massage thin layer into scalp qd prn rash/itch. Don't use on normal skin                                   | 60 mL     | 1  |
| • clotrimazole (LOTRIMIN) 1 % cream                 | Apply thin layer to skin folds bid for up to 14 days as needed for intertrigo                              | 60 g      | 1  |
| • triamcinolone (ARISTOCORT) 0.1 % cream            | Apply thin layer to affected areas on back bid prn rash/itch. Don't use on normal skin. Don't use on face. | 80 g      | 0  |
| • fluticasone (CUTIVATE) 0.005 % ointment           | Apply thin layer to affected areas on ears bid prn rash. Use for max 21 days per month.                    | 30 g      | 1  |
| • mometasone (Nasonex) 50 MCG/ACT nasal spray       | Spray 2 sprays in each nostril daily.  | 1 each    | 5  |
| • Acetaminophen (TYLENOL PO)                        | Take 500 mg by mouth as needed.  |           |    |
| • CALCIUM PO  | Take 1 tablet by mouth as needed.  |           |    |
| • melatonin 3 MG                                    | nightly as needed.   |           |    |
| • ONE TOUCH ULTRA TEST test strip                   |  |           |    |
| • ibuprofen (MOTRIN) 600 MG tablet                  | as needed.   |           |    |
| • chlorhexidine gluconate (PERIDEX) 0.12 % solution | Swish and spit as needed.  |           | 3  |
| • TUMS CHEW 500 MG PO                               | daily as needed.   | 90        | 0  |

No current facility-administered medications for this visit.

### Allergies

#### ALLERGIES:

Allergen

- Opioid Analgesics  
*Nausea/codeine products*

Reactions

NAUSEA

### OBJECTIVE:

**PHYSICAL EXAM-****Vitals:****Visit Vitals**

LMP

01/03/2017

**Constitutional:** Well-developed, well-nourished female in no acute distress.

**Skin:** Warm, dry, intact without rash or lesion. No subcutaneous masses.

**HEENT:** Normocephalic. Hearing intact. Vision intact.

**Psych:** Alert & oriented x 3. Mood and insight appropriate.

**CV:** Pulse is regular. No significant pitting edema or lymphedema.

**Resp:** Respiratory effort within appropriate limits.

**Abdomen:** No abnormal distension.

**Neuro:** No gross sensory deficits.

**Spine:** No gross curvature of spine. Appropriate mobility without instability. No gross pelvic obliquity.

**Musculoskeletal:**

Musculoskeletal:

Right shoulder: Active assisted forward elevation 90 degrees, abduction 75 degrees, external rotation -10 degrees

**IMAGING STUDIES:**

RIGHT SHOULDER MRI WITHOUT CONTRAST DATED 3/12/2026  
4:13 PM.

CLINICAL HISTORY: Proximal humerus fracture. Evaluate rotator cuff.

COMPARISONS: X-rays dated 2/9/2026.

TECHNIQUE: Coronal T1, Coronal T2FS, Sag T1, Sag T2FS, and Axial PDFS

images of the right shoulder were obtained. Images were obtained on a

Siemens Aera 1.5T MRI unit.

**FINDINGS:**

ROTATOR CUFF AND ASSOCIATED STRUCTURES: Severe supraspinatus tendinosis without discrete tear. Mild infraspinatus tendinosis is also noted. Intact subscapularis tendon.

BICEPS TENDON: Intra-articular biceps tendinosis. No tear.

ACROMIOCLAVICULAR JOINT: Capsular hypertrophy. Minimal anterolateral downsloping with undersurface spurring of the acromion.

FLUID: Minimal glenohumeral joint fluid. No significant bursal effusion.

OSSEOUS STRUCTURES ARTICULATIONS: Comminuted proximal humeral fractures including dominant surgical neck fracture as well as fractures extending to the greater and lesser tuberosities. A large intra-articular fragment is present within the axillary recess which measures approximately 15 x 11 mm. Edema throughout the proximal humerus as well as involving the intact coracoid process. Edema associated with degenerative changes of the acromioclavicular joint.

LABRUM/CAPSULE: Suspect tearing of the superior and posterior-superior labrum. Labral degeneration is noted circumferentially.

Distended capsule within the axillary recess related to a large intra-articular fragment. No definite capsular tear.

MUSCULATURE: Severe teres minor muscle atrophy.

### **IMPRESSION:**

- 1. Comminuted proximal humeral fractures, as above.**
- 2. Severe supraspinatus tendinosis without discrete tear.**
- 3. Intra-articular biceps tendinosis.**
- 4. Labral degeneration with tearing of the superior and posterior-superior labrum.**
- 5. Severe teres minor muscle atrophy.**

### **ASSESSMENT/PLAN:**

#### **1. Right shoulder comminuted proximal humerus fracture with partial rotator cuff tear with biceps tendon involvement:**

Partial tearing of rotator cuff and biceps tendon abnormality contributing to symptoms. Healing progressing, but limited range of motion and discomfort persist, especially at night and with certain activities.

Physical therapy reduced to once weekly for 1 month, then every other week for 1 month, totaling 6 visits over 6–8 weeks. Continue isometric strengthening exercises as instructed by occupational therapist. Note provided to allow continued work from home for 2 months due to physical limitations. Reevaluate in 2 months; if frozen shoulder or persistent discomfort, discuss options such as cortisone injection or surgery.

Follow-up: Reevaluation in 2 months. If she is not making continued progress with regards to both range of motion and strength as well as function, we may need to begin discussing shoulder arthroplasty.

MyChart® licensed from Epic Systems Corporation© 1999 - 2026

---

---

---

| <u>BX paid</u>      | <u>My liability</u> |
|---------------------|---------------------|
| 3332.36             | 350.00              |
| 217.00              | 00.00               |
| 450.02              | 00.00               |
| 506.50              | 50.00               |
| 28.00               | 12.00               |
| 238.00              | 35.00               |
| 1.14                | 3.84                |
| 229.50              | 40.00               |
| 856.50              | 70.00               |
| 2238.00             | 210.00              |
| 238.00              | 35.00               |
| 243.50              | 40.00               |
| 3507.00             | 250.00              |
| 581.00              | 00.00               |
| <hr/>               | <hr/>               |
| 12,672.52           | + 1,085.84          |
| <u>\$ 13,758.36</u> |                     |



Anthem Blue Cross and Blue Shield  
3075 Vaidercar Way  
Cincinnati, OH 45209

Federal Employee Program

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

5

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

FEESFE01 COM2 20251229B01 J4F3

| EXPLANATION OF BENEFITS AT A GLANCE |                               |
|-------------------------------------|-------------------------------|
| Benefit Check Not Enclosed          |                               |
| We Sent Check To:                   | AURORA WEST ALLIS MEDICAL CTR |
| Patient Name:                       | MARY M SIEGEL                 |
| Dates of Service:                   | 12/18/2025 - 12/18/2025       |
| You Owe the Provider:               | \$350.00                      |

ID Number: R59620171  
Claim Number: 25357F057315CA  
Claim Paid On: 12/26/2025  
Claim Received On: 12/23/2025  
Claim Processed On: 12/24/2025  
Patient Acct No: H68301718300

Provider: AURORA WEST ALLIS MEDICAL CTR  
Type: Preferred Provider

Dates of Service: 12/18/2025 - 12/18/2025

| Type of Service      | Submitted Charges | Plan Allowance  | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid    | You Owe the Provider |
|----------------------|-------------------|-----------------|--------------|-------------|----------------------|----------------------|-----------------|----------------------|
| Emergency Care       | 44.41             | 37.75           | 610          | 0.00        | 0.00                 | 0.00                 | 37.75           | 0.00                 |
| Emergency Care       | 135.34            | 115.04          | 610          | 0.00        | 0.00                 | 0.00                 | 115.04          | 0.00                 |
| Emergency Care       | 24.53             | 20.85           | 610          | 0.00        | 0.00                 | 0.00                 | 20.85           | 0.00                 |
| Emergency Care       | 22.90             | 19.47           | 610          | 0.00        | 0.00                 | 0.00                 | 19.47           | 0.00                 |
| Emergency Care       | 220.00            | 187.00          | 610          | 0.00        | 0.00                 | 0.00                 | 187.00          | 0.00                 |
| Emergency Care       | 40.00             | 34.00           | 610          | 0.00        | 0.00                 | 0.00                 | 34.00           | 0.00                 |
| Emerg. Accident XRAY | 620.00            | 527.00          | 610          | 0.00        | 0.00                 | 0.00                 | 527.00          | 0.00                 |
| Emerg. Accident XRAY | 590.00            | 501.50          | 610          | 0.00        | 0.00                 | 0.00                 | 501.50          | 0.00                 |
| Emerg. Accident XRAY | 595.00            | 505.75          | 610          | 0.00        | 0.00                 | 0.00                 | 505.75          | 0.00                 |
| Emergency Care       | 2,040.00          | 1,734.00        | 610          | 0.00        | 350.00               | 0.00                 | 1,384.00        | 350.00               |
| <b>TOTALS:</b>       | <b>4,332.18</b>   | <b>3,682.36</b> |              | <b>0.00</b> | <b>350.00</b>        | <b>0.00</b>          | <b>3,332.36</b> | <b>350.00</b>        |

## EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE



**BlueCross  
BlueShield.**

Federal Employee Program.

**Explanation of Benefits  
THIS IS NOT A BILL**

feppure.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

قېسىرلغا باللغىة اعندىس لىل عولص حلل لىبىتو ه بطاقىة على موجودل امل اعلى خدمىة بىرقم لىصتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telefone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تسامسا تشهد جردشامى شىشنامسا ارتك يروپ ركه ىرمشت تتامدش رامه با، ىارسف بىزن ا ب ه ى اراهنم تفى ا ردى ب ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahtingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'il dahodoolnih.

FEESFE01 COM2 20251229B01 14F3  
20251229B01 14F3

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

\*\*\*\*\*ALL FOR AADC 530 36  
14729 1 AB 0.641  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COMB 20260105B01 JD77

| EXPLANATION OF BENEFITS AT A GLANCE |                          |
|-------------------------------------|--------------------------|
| Benefit Check Not Enclosed          |                          |
| We Sent Check To:                   | AURORA MEDICAL GROUP INC |
| Patient Name:                       | MARY M SIEGEL            |
| Dates of Service:                   | 12/18/2025 - 12/18/2025  |
| You Owe the Provider:               | \$0.00                   |

ID Number: R59620171  
Claim Number: 25363P049351SA  
Claim Paid On: 01/02/2026  
Claim Received On: 12/29/2025  
Claim Processed On: 12/30/2025  
Patient Acct No: G1609006250

Provider: FRISKE JUSTIN E MD  
Type: Preferred Provider

Dates of Service: 12/18/2025 - 12/18/2025

| Type of Service      | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|----------------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Emerg. Accident XRAY | 95.00             | 66.50          | 610          | 0.00        | 0.00                 | 0.00                 | 66.50         | 0.00                 |
| Emerg. Accident XRAY | 95.00             | 66.50          | 610          | 0.00        | 0.00                 | 0.00                 | 66.50         | 0.00                 |
| Emerg. Accident XRAY | 120.00            | 84.00          | 610          | 0.00        | 0.00                 | 0.00                 | 84.00         | 0.00                 |
| <b>TOTALS:</b>       | <b>310.00</b>     | <b>217.00</b>  |              | <b>0.00</b> | <b>0.00</b>          | <b>0.00</b>          | <b>217.00</b> | <b>0.00</b>          |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

Health Tips



# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
27597 1 AB 0.641 69  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01.COM1 20260220B01 JTD9

| EXPLANATION OF BENEFITS AT A GLANCE |                         |
|-------------------------------------|-------------------------|
| Benefit Check Not Enclosed          |                         |
| We Sent Check To:                   | MIELKE TAYLOR E PA      |
| Patient Name:                       | MARY M SIEGEL           |
| Dates of Service:                   | 12/18/2025 - 12/18/2025 |
| You Owe the Provider:               | \$0.00                  |

ID Number: R59620171  
Claim Number: 25360P048029XA  
Claim Paid On: 02/19/2026  
Claim Received On: 01/19/2026  
Claim Processed On: 02/17/2026  
Patient Acct No: ZEHEPBW

Provider: MIELKE TAYLOR E PA  
Type: Preferred Provider

Dates of Service: 12/18/2025 - 12/18/2025

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Emergency Care  | 1,203.00          | 450.02         | 610          | 0.00        | 0.00                 | 0.00                 | 450.02        | 0.00                 |
| <b>TOTALS:</b>  | <b>1,203.00</b>   | <b>450.02</b>  |              | <b>0.00</b> | <b>0.00</b>          | <b>0.00</b>          | <b>450.02</b> | <b>0.00</b>          |

## EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

The American Diabetes Association recommends at least yearly testing of Hemoglobin A1c, Cholesterol, albumin and blood pressure. Visit [www.fepblue.org](http://www.fepblue.org) to learn how members with diabetes can earn incentives for managing their care.



**BlueCross  
BlueShield**

Federal Employee Program.

**Explanation of Benefits  
THIS IS NOT A BILL**

fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تسألنا بالغة اعدش مل اى عولص حلل لفتو ه بطاقة على موجودل امل لع اخدمة برقم لصتا

Rele nimewo sévis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تسألنا سالت شهه جردش ام اى شتاسد ا ارتك ى ر و ب ركه ى رمشت ت امدكش رامهبا ، ى ارسف بزن ا به ى اراهنم تف اى ر د ى ب ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahtingij bine'dee Customer service bibeesh bee hane'e bika'igii bich'il' dahodoolnih.

FEESFE01 COM1 20260220B01 J7D9



**BlueCross  
BlueShield**  
Federal Employee Program

Anthem Blue Cross and Blue Shield  
3075 Vandercar Way  
Cincinnati, OH 45209

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

48

FEESFE01 COM2 20260102B01 JAFF

| EXPLANATION OF BENEFITS AT A GLANCE |                         |
|-------------------------------------|-------------------------|
| Patient Name:                       | MARY M SIEGEL           |
| Dates of Service:                   | 12/18/2025 - 12/18/2025 |
| You Owe the Provider:               | \$0.00                  |

ID Number: R59620171  
Claim Number: 25360P048029SA  
Claim Paid On:  
Claim Received On: 12/26/2025  
Claim Processed On: 12/27/2025  
Patient Acct No: ZEHEPBW

Provider: MIELKE TAYLOR E PA  
Type: Preferred Provider

Dates of Service: 12/18/2025 - 12/18/2025

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|--------|----------------------|----------------------|--------------|----------------------|
| Emergency Care  | 1,203.00          | 0.00           | 565          | 0.00   | 0.00                 | 0.00                 | 0.00         | 0.00                 |
| <b>TOTALS:</b>  | 1,203.00          | 0.00           |              | 0.00   | 0.00                 | 0.00                 | 0.00         | 0.00                 |

## EXPLANATION OF REMARK CODES

565 - YOUR CLAIM IS CURRENTLY BEING REVIEWED. TO CORRECTLY PROVIDE BENEFITS UNDER YOUR COVERAGE FOR THESE CHARGES, WE NEED ALL MEDICAL RECORDS THAT SUPPORT THE SERVICES ON THE CLAIM ALONG WITH A COPY OF THIS EOB. IF YOUR PROVIDER PARTICIPATES WITH THE LOCAL BCBS PLAN, THE PROVIDER IS RESPONSIBLE FOR SUBMITTING RECORDS. IF YOUR PROVIDER DOES NOT PARTICIPATE WITH THE LOCAL BCBS PLAN, YOU ARE RESPONSIBLE FOR OBTAINING AND SUBMITTING RECORDS.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

Did you know that getting the flu vaccine is the best way to prevent infection from influenza? There are no out-of-pocket costs when you use our Preferred retail pharmacies. Visit [www.fepblue.org](http://www.fepblue.org) to learn more.



# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

8

FEESFEC01 COMB 20260106B01 JF83

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 12/23/2025 - 12/23/2025        |
| You Owe the Provider:               | \$50.00                        |

ID Number: R59620171  
Claim Number: 25365P047053SA  
Claim Paid On: 01/06/2026  
Claim Received On: 12/31/2025  
Claim Processed On: 01/02/2026  
Patient Acct No: A1609715560

Provider: WICHMAN MARK T MD  
Type: Preferred Provider

Dates of Service: 12/23/2025 - 12/23/2025

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Office Visit    | 795.00            | 556.50         | 610          | 0.00        | 50.00                | 0.00                 | 506.50        | 50.00                |
| <b>TOTALS:</b>  | <b>795.00</b>     | <b>556.50</b>  |              | <b>0.00</b> | <b>50.00</b>         | <b>0.00</b>          | <b>506.50</b> | <b>50.00</b>         |

## EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.



# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*MIXED AADC 530  
J910 2 MB 0.672  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COMB 20260106B01 JF89

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 12/23/2025 - 12/23/2025        |
| You Owe the Provider:               | \$12.00                        |

ID Number: R59620171  
Claim Number: 25365P046696SA  
Claim Paid On: 01/06/2026  
Claim Received On: 12/31/2025  
Claim Processed On: 01/02/2026  
Patient Acct No: A1609715600

Provider: WICHMAN MARK T MD  
Type: Preferred Provider

Dates of Service: 12/23/2025 - 12/23/2025

| Type of Service      | Submitted Charges | Plan Allowance | Remark Codes | Deduct | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|----------------------|-------------------|----------------|--------------|--------|----------------------|----------------------|--------------|----------------------|
| Medical Equip/Supply | 40.00             | 40.00          |              | 0.00   | 12.00                | 0.00                 | 28.00        | 12.00                |
| <b>TOTALS:</b>       | 40.00             | 40.00          |              | 0.00   | 12.00                | 0.00                 | 28.00        | 12.00                |

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

The American Diabetes Association recommends at least yearly testing of Hemoglobin A1c, Cholesterol, albumin and blood pressure. Visit [www.fepblue.org](http://www.fepblue.org) to learn how members with diabetes can earn incentives for managing their care.

fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تبی رلع باللفسة اعدفس مل ایلع ولص حلل لکیتو ه بطاقه علی موجود مال ایلع اخدمة بسر رقم لصتک

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telefone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatorze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس اامسا تاش هد جردش اامی و شناسد اارتک یروپ رکه یرمش ت تمامدش رامه با ، اارسف بزن ا به ی اراهدم تف ای رد ی پ ار ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahtingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'il' dahodoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

b

FEESFE01 COMB 20260129R01 1462

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 01/12/2026 - 01/12/2026        |
| You Owe the Provider:               | \$35.00                        |

ID Number: R59620171  
Claim Number: 26026P068246SA  
Claim Paid On: 01/29/2026  
Claim Received On: 01/26/2026  
Claim Processed On: 01/27/2026  
Patient Acct No: A1618770200

Provider: CHRISTENSEN-TOURTILOTT TARA R PA  
Type: Preferred Provider

Dates of Service: 01/12/2026 - 01/12/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Office Visit    | 390.00            | 273.00         | 610          | 0.00        | 35.00                | 0.00                 | 238.00        | 35.00                |
| <b>TOTALS:</b>  | <b>390.00</b>     | <b>273.00</b>  |              | <b>0.00</b> | <b>35.00</b>         | <b>0.00</b>          | <b>238.00</b> | <b>35.00</b>         |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تسألنا بالغة اعدسما الى عولصحلل كيتو ه بطافة على موجودا ملءلع اخدمة برقم لصتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatory.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تسألنا بالغة اعدسما الى عولصحلل كيتو ه بطافة على موجودا ملءلع اخدمة برقم لصتا

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahntingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
1395 2 AB 0.641  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COM2 20260129R01 J462

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 01/12/2026 - 01/12/2026        |
| You Owe the Provider:               | \$3.84                         |

ID Number: R59620171  
Claim Number: 26023P049724SA  
Claim Paid On: 01/28/2026  
Claim Received On: 01/23/2026  
Claim Processed On: 01/24/2026  
Patient Acct No: A1617918550

Provider: CHRISTENSEN-TOURTILOTT TARA R PA  
Type: Preferred Provider

Dates of Service: 01/12/2026 - 01/12/2026

| Type of Service      | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|----------------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|--------------|----------------------|
| Medical Equip/Supply | 20.00             | 10.98          | 610          | 0.00        | 3.84                 | 0.00                 | 7.14         | 3.84                 |
| <b>TOTALS:</b>       | <b>20.00</b>      | <b>10.98</b>   |              | <b>0.00</b> | <b>3.84</b>          | <b>0.00</b>          | <b>7.14</b>  | <b>3.84</b>          |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

فبیرلعا بالغة اعدش مل ایل عولص حلل لکیتو ه بطاقة على موجودل امل لع اخدمة برقم لصتا

Rele nimewo sévis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telefone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس اامسا ت ش هد جردش اامی شناسد ا ارتک یروپ رکه یرمشدت تامدگش رامه با ، یرس ف بزن ا به ی اراهنم تفایرد ی ا ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahtingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'il' dahadoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
2347 1 AB 0.641 7  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

20260127B01 J00B  
FEESFE01 COMB

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 01/12/2026 - 01/12/2026        |
| You Owe the Provider:               | \$40.00                        |

ID Number: R59620171  
Claim Number: 26021P050183SA  
Claim Paid On: 01/26/2026  
Claim Received On: 01/21/2026  
Claim Processed On: 01/22/2026  
Patient Acct No: A1616793000

Provider: O'MARA KATHLEEN E DO  
Type: Preferred Provider

Dates of Service: 01/12/2026 - 01/12/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|--------|----------------------|----------------------|--------------|----------------------|
| XRAY            | 385.00            | 269.50         | 610          | 0.00   | 40.00                | 0.00                 | 229.50       | 40.00                |
| TOTALS:         | 385.00            | 269.50         |              | 0.00   | 40.00                | 0.00                 | 229.50       | 40.00                |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.



fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

قبيل رلع باللفسة اعدش لجا لى ع ولص ح ل ل كيتو ه بطاقة على موجود ل مال ع ل ع ا خدمة برقم ل ص ت ا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatorze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تاسامسات ش هد جردش امى شئناس ا ارتك ي روى ركه ي رمشت تامدخشد رامه با ، يارسف بزن ا به ي اراهم تف اى ردى ي ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahntingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

FEESFE01 COMB 20260127B01 JOB

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
34343 1 AB 0.641 91  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COM1 20260213B01 JCC9

| EXPLANATION OF BENEFITS AT A GLANCE |                               |
|-------------------------------------|-------------------------------|
| Benefit Check Not Enclosed          |                               |
| We Sent Check To:                   | AURORA WEST ALLIS MEDICAL CTR |
| Patient Name:                       | MARY M SIEGEL                 |
| Dates of Service:                   | 01/22/2026 - 01/29/2026       |
| You Owe the Provider:               | \$70.00                       |

ID Number: R59620171  
Claim Number: 26040F078176CA  
Claim Paid On: 02/12/2026  
Claim Received On: 02/09/2026  
Claim Processed On: 02/10/2026  
Patient Acct No: H68511632900

Provider: AURORA WEST ALLIS MEDICAL CTR  
Type: Preferred Provider

Dates of Service: 01/22/2026 - 01/29/2026

| Type of Service      | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|----------------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Occupational Therapy | 180.00            | 153.00         | 610          | 0.00        | 0.00                 | 0.00                 | 153.00        | 0.00                 |
| Occupational Therapy | 360.00            | 306.00         | 610          | 0.00        | 35.00                | 0.00                 | 271.00        | 35.00                |
| Occupational Therapy | 180.00            | 153.00         | 610          | 0.00        | 0.00                 | 0.00                 | 153.00        | 0.00                 |
| Occupational Therapy | 370.00            | 314.50         | 610          | 0.00        | 35.00                | 0.00                 | 279.50        | 35.00                |
| <b>TOTALS:</b>       | <b>1,090.00</b>   | <b>926.50</b>  |              | <b>0.00</b> | <b>70.00</b>         | <b>0.00</b>          | <b>856.50</b> | <b>70.00</b>         |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

OUTPATIENT VISITS FOR PHYSICAL AND/OR OCCUPATIONAL AND/OR SPEECH THERAPY ARE PROVIDED FOR UP TO 50 VISITS. WITH THIS CLAIM, 2 VISITS HAVE BEEN ACCUMULATED.

\*\*\*\*\*

IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

feblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

قبيلع بالغة اعدش جلاىل عولص حلل كفتتو ه بطاقة على موجودل امال لع اخدمة بر رقم لصتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telefone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس امدسات شه د جردش امى شناس ارتك ى روى كه ى رمشت تمامدش رامه با ، ى ارسف بزنا به ى ى اراهدم تف اى ردى ار ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahtingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

FEESFE01 COM1  
20260213B01 JCC9

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
6731 2 AB 0-641 30  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01.COM1 20260313B01 J978

| EXPLANATION OF BENEFITS AT A GLANCE |                               |
|-------------------------------------|-------------------------------|
| Benefit Check Not Enclosed          |                               |
| We Sent Check To:                   | AURORA WEST ALLIS MEDICAL CTR |
| Patient Name:                       | MARY M SIEGEL                 |
| Dates of Service:                   | 02/05/2026 - 02/26/2026       |
| You Owe the Provider:               | \$210.00                      |

ID Number: R59620171  
Claim Number: 26068F074563CA  
Claim Paid On: 03/12/2026  
Claim Received On: 03/09/2026  
Claim Processed On: 03/10/2026  
Patient Acct No: H68592701200

Provider: AURORA WEST ALLIS MEDICAL CTR  
Type: Preferred Provider

Dates of Service: 02/05/2026 - 02/26/2026

| Type of Service      | Submitted Charges | Plan Allowance  | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid    | You Owe the Provider |
|----------------------|-------------------|-----------------|--------------|-------------|----------------------|----------------------|-----------------|----------------------|
| Occupational Therapy | 360.00            | 306.00          | 610          | 0.00        | 35.00                | 0.00                 | 271.00          | 35.00                |
| Occupational Therapy | 360.00            | 306.00          | 610          | 0.00        | 35.00                | 0.00                 | 271.00          | 35.00                |
| Occupational Therapy | 540.00            | 459.00          | 610          | 0.00        | 35.00                | 0.00                 | 424.00          | 35.00                |
| Occupational Therapy | 360.00            | 306.00          | 610          | 0.00        | 35.00                | 0.00                 | 271.00          | 35.00                |
| Occupational Therapy | 360.00            | 306.00          | 610          | 0.00        | 35.00                | 0.00                 | 271.00          | 35.00                |
| Occupational Therapy | 360.00            | 306.00          | 610          | 0.00        | 35.00                | 0.00                 | 271.00          | 35.00                |
| Occupational Therapy | 180.00            | 153.00          | 610          | 0.00        | 0.00                 | 0.00                 | 153.00          | 0.00                 |
| Occupational Therapy | 180.00            | 153.00          | 610          | 0.00        | 0.00                 | 0.00                 | 153.00          | 0.00                 |
| Occupational Therapy | 180.00            | 153.00          | 610          | 0.00        | 0.00                 | 0.00                 | 153.00          | 0.00                 |
| <b>TOTALS:</b>       | <b>2,880.00</b>   | <b>2,448.00</b> |              | <b>0.00</b> | <b>210.00</b>        | <b>0.00</b>          | <b>2,238.00</b> | <b>210.00</b>        |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.



fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

قبيل رلع باللفسة اعدش لجا يل ع ولص حلل كبتو ه بطاقة على موجود الامال رلع اخدمة برقم لصتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatory.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس امدسا ت ش هد جرد شماری شناسد ا ارتکب ی رو پ ر ک ه یرمش ت تمامدخشد رامه با ، ی ارسف بزنا پ ه ی اراهنم تفایرد ی پ ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidahtinigi bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*MIXED AADC 530  
1599 2 MB 0.672 7  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COMB 20260224B01 JC5E

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 02/09/2026 - 02/09/2026        |
| You Owe the Provider:               | \$35.00                        |

ID Number: R59620171  
Claim Number: 26049P055825SA  
Claim Paid On: 02/23/2026  
Claim Received On: 02/18/2026  
Claim Processed On: 02/19/2026  
Patient Acct No: A1627926740

Provider: CHRISTENSEN-TOURILLOTT TARA R PA  
Type: Preferred Provider

Dates of Service: 02/09/2026 - 02/09/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Office Visit    | 390.00            | 273.00         | 610          | 0.00        | 35.00                | 0.00                 | 238.00        | 35.00                |
| <b>TOTALS:</b>  | <b>390.00</b>     | <b>273.00</b>  |              | <b>0.00</b> | <b>35.00</b>         | <b>0.00</b>          | <b>238.00</b> | <b>35.00</b>         |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.



**BlueCross  
BlueShield.**

Federal Employee Program.

**Explanation of Benefits  
THIS IS NOT A BILL**

feppure.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تيسر لعل بالغة اعدس مل اى ع ولص حلل كيتو ه بطاقه على موجود مال اى ع اخدمة برقم لصتا

Rele nimewo sévis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس اامسا تش هد جردش اامى شناسه ا ارتك ى روپ ركه ى رمش ت تامدخشد رامه با ، ى ارس ف بزن ا به ى اراهم تشا ى ردى ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahintigii bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

FEESFE01 COMB 20260224B01 JC5E 20260224 091747

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

13

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

FEESFE01 COMB 20260227B01 J2AA

| EXPLANATION OF BENEFITS AT A GLANCE |                                |
|-------------------------------------|--------------------------------|
| Benefit Check Not Enclosed          |                                |
| We Sent Check To:                   | AURORA ADVANCED HEALTHCARE INC |
| Patient Name:                       | MARY M SIEGEL                  |
| Dates of Service:                   | 02/09/2026 - 02/09/2026        |
| You Owe the Provider:               | \$40.00                        |

ID Number: R59620171  
Claim Number: 26054P071320SA  
Claim Paid On: 02/26/2026  
Claim Received On: 02/23/2026  
Claim Processed On: 02/24/2026  
Patient Acct No: A1629514700

Provider: LECHUSZ JOSHUA P DO  
Type: Preferred Provider

Dates of Service: 02/09/2026 - 02/09/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|--------|----------------------|----------------------|--------------|----------------------|
| XRAY            | 405.00            | 283.50         | 610          | 0.00   | 40.00                | 0.00                 | 243.50       | 40.00                |
| TOTALS:         | 405.00            | 283.50         |              | 0.00   | 40.00                | 0.00                 | 243.50       | 40.00                |

## EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.



fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تسليم باللفسة اعدقس جلا على عولص حلل كفتو ه بطاقة على موجود مالءلع اخدمة برقم لصرتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamare il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تسليم باللفسة اعدقس جلا على عولص حلل كفتو ه بطاقة على موجود مالءلع اخدمة برقم لصرتا

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidaahntingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'l' dahodoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
1685 1 AB 0.641  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

20260323B01 J6E9  
Env 11.6651 1 of 2  
FEESFE01 COMB  
20260319 008409

| EXPLANATION OF BENEFITS AT A GLANCE |                               |
|-------------------------------------|-------------------------------|
| Benefit Check Not Enclosed          |                               |
| We Sent Check To:                   | AURORA WEST ALLIS MEDICAL CTR |
| Patient Name:                       | MARY M SIEGEL                 |
| Dates of Service:                   | 03/12/2026 - 03/12/2026       |
| You Owe the Provider:               | \$250.00                      |

ID Number: R59620171  
Claim Number: 26076F050545CA  
Claim Paid On: 03/20/2026  
Claim Received On: 03/17/2026  
Claim Processed On: 03/18/2026  
Patient Acct No: H68797011000

Provider: AURORA WEST ALLIS MEDICAL CTR  
Type: Preferred Provider

Dates of Service: 03/12/2026 - 03/12/2026

| Type of Service      | Submitted Charges | Plan Allowance  | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid    | You Owe the Provider |
|----------------------|-------------------|-----------------|--------------|-------------|----------------------|----------------------|-----------------|----------------------|
| XRAY, Technical Chrg | 4,420.00          | 3,757.00        | 610          | 0.00        | 250.00               | 0.00                 | 3,507.00        | 250.00               |
| <b>TOTALS:</b>       | <b>4,420.00</b>   | <b>3,757.00</b> |              | <b>0.00</b> | <b>250.00</b>        | <b>0.00</b>          | <b>3,507.00</b> | <b>250.00</b>        |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.



# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635



\*\*\*\*\*ALL FOR AADC 530  
9230 2 AB 0.641 40  
MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214-2108

FEESFE01 COM2 20260327B01 JF-4A

| EXPLANATION OF BENEFITS AT A GLANCE |                          |
|-------------------------------------|--------------------------|
| Benefit Check Not Enclosed          |                          |
| We Sent Check To:                   | AURORA MEDICAL GROUP INC |
| Patient Name:                       | MARY M SIEGEL            |
| Dates of Service:                   | 03/12/2026 - 03/12/2026  |
| You Owe the Provider:               | \$0.00                   |

ID Number: R59620171  
Claim Number: 26082P073549SA  
Claim Paid On: 03/26/2026  
Claim Received On: 03/23/2026  
Claim Processed On: 03/24/2026  
Patient Acct No: G1640559780

Provider: SIMON ANDREW D MD  
Type: Preferred Provider

Dates of Service: 03/12/2026 - 03/12/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid  | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|---------------|----------------------|
| Diagnostic XRAY | 830.00            | 581.00         | 610          | 0.00        | 0.00                 | 0.00                 | 581.00        | 0.00                 |
| <b>TOTALS:</b>  | <b>830.00</b>     | <b>581.00</b>  |              | <b>0.00</b> | <b>0.00</b>          | <b>0.00</b>          | <b>581.00</b> | <b>0.00</b>          |

### EXPLANATION OF REMARK CODES

610 - THE SUBMITTED CHARGES EXCEED OUR ALLOWABLE CHARGES FOR THESE SERVICES. OUR ALLOWABLE CHARGES ARE THE SUBMITTED CHARGES LESS ANY NON-COVERED CHARGES. BECAUSE YOUR PROVIDER HAS A CONTRACTUAL AGREEMENT WITH YOUR PLAN, YOU ARE NOT RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE SUBMITTED CHARGES AND OUR ALLOWABLE CHARGES.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

#### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

Did you know that getting the flu vaccine is the best way to prevent infection from influenza? There are no out-of-pocket costs when you use our Preferred retail pharmacies. Visit [www.fepblue.org](http://www.fepblue.org) to learn more.

fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.  
讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

تسليم بالغة اعدس مل اى لى ول صل لى لى و ه بطاقه على موجود مال اى لى لى خدمة برقم لصتا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telephone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatorze.

日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تسليم سا تشهد جردش امى وى شناسه اارتك يروپ ركه و رمتش ت تاملخشد رامه با ، وارس فبزن ا به وى اراهنم تشاى ردى ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidahtinigi bine'dee Customer service bibeesh bee hane'e bika'igii bich!' dahodoolnih.

# Explanation of Benefits

THIS IS NOT A BILL

Wisconsin Anthem BCBS  
P.O. BOX 105557  
ATLANTA, GA 30348-5557  
FOR INQUIRIES RELATED TO THIS CLAIM  
TOLL FREE (800) 242-9635

40

MARY M SIEGEL  
917 S 119TH ST  
WEST ALLIS WI 53214

FEESFE01 COM2 20260327B01 JF-4A

| EXPLANATION OF BENEFITS AT A GLANCE |                         |
|-------------------------------------|-------------------------|
| Patient Name:                       | MARY M SIEGEL           |
| Dates of Service:                   | 03/12/2026 - 03/12/2026 |
| You Owe the Provider:               | \$0.00                  |

ID Number: R59620171  
Claim Number: 26082P074743SA  
Claim Paid On:  
Claim Received On: 03/23/2026  
Claim Processed On: 03/24/2026  
Patient Acct No: G1640559780

Provider: SIMON ANDREW D MD  
Type: Preferred Provider

Dates of Service: 03/12/2026 - 03/12/2026

| Type of Service | Submitted Charges | Plan Allowance | Remark Codes | Deduct      | Coinsurance Or Copay | Medicare/ Other Ins. | What We Paid | You Owe the Provider |
|-----------------|-------------------|----------------|--------------|-------------|----------------------|----------------------|--------------|----------------------|
| Diagnostic XRAY | 830.00            | 0.00           | FKE          | 0.00        | 0.00                 | 0.00                 | 0.00         | 0.00                 |
| <b>TOTALS:</b>  | <b>830.00</b>     | <b>0.00</b>    |              | <b>0.00</b> | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>  | <b>0.00</b>          |

## EXPLANATION OF REMARK CODES

FKE - YOU HAVE ALREADY RECEIVED CREDIT TOWARD YOUR DEDUCTIBLE OR RECEIVED BENEFITS FOR THIS CHARGE ON A PREVIOUS CLAIM.

\*\*\*\*\*  
IMMUNIZATION WITH A SAFE AND EFFECTIVE COVID-19 VACCINE IS A PRIORITY TO PREVENT ILLNESS FOLLOWING EXPOSURE TO THE VIRUS.

### Health Tips

The American Heart Association recommends tracking your blood pressure regularly to improve your heart health. Visit [www.fepblue.org/highbloodpressure](http://www.fepblue.org/highbloodpressure) to learn how you can receive a free blood pressure cuff to manage your care.

Did you know that getting the flu vaccine is the best way to prevent infection from influenza? There are no out-of-pocket costs when you use our Preferred retail pharmacies. Visit [www.fepblue.org](http://www.fepblue.org) to learn more.



fepblue.org

# NONDISCRIMINATION NOTICE

The Blue Cross and Blue Shield Service Benefit Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

## The Blue Cross and Blue Shield Service Benefit Plan:

### Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

### Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact the Civil Rights Coordinator of your local Blue Cross and Blue Shield company by calling the customer service number on the back of your member ID card.

If you believe that this Plan has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator of your local BCBS company. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, your local BCBS company's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language assistance

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

讀強打您ID卡」的客服號每以尋求中文協助。

Gọi số dịch vụ khách hàng trên thẻ ID của quý vị để được hỗ trợ bằng Tiếng Việt.

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa iyong ID card.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

قبيرلح باللغسة اعدش لجا ىل ع ول صل حلل اقبى ؤه بطاقسة على موجودل امال ءلح اخدمة بر فم ل صل تا

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

Pour une assistance en français du Canada, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Ligue para o número de telefone de atendimento ao cliente exibido no seu cartão de identificação para obter ajuda em português.

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatoryze.

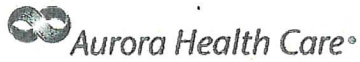
日本語でのサポートは、IDカードに記載のカスタマーサービス番号までお電話でお問い合わせください。

Per assistenza in italiano, chiamate il numero di servizio clienti riportato nella vostra scheda identificativa.

Rufen Sie den Kundendienst unter der Nummer auf Ihrer ID-Karte an, um Hilfestellung in deutscher Sprache zu erhalten.

تس اامسا ت ش هد جردش اامى ى شئاس ا ارتك ى ر و ب ركه ى رمش ت تامدكش رامه با ، ى ارس ف بزن ا به ى اراهم تف ا ى ر د ى ب ا ر ب

Dine k'ehji ya'ati bee shika'adoowol nohsingo naaltsoos nihaa halne'go nidahtingii bine'dee Customer service bibeesh bee hane'e bika'igii bich'll dahodoolnih.



## Aurora Health Care Payment Receipt

Department  
Aurora Orthopedics

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#51544530

12/23/25

 Visit at Aurora Orthopedics on 12/23/25

PATIENT PAYMENT

\$50.00

**Total Paid**  
\$50.00



### Payment Methods

Visa x4721  
*Authorization number: 021331*

\$50.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by C78346



## Aurora Health Care Payment Receipt

Department  
Aurora Orthopedics

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#51759945

1/12/26



Visit at Aurora Orthopedics on 1/12/26

PATIENT PAYMENT

\$50.00

**Total Paid**  
\$50.00



### Payment Methods

Visa x4721  
Authorization number: 005932

\$50.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!


Collected by C72187

## Billing for Mary M Siegel

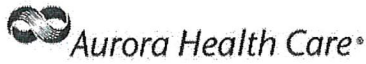
Physician and Hospital Services for Guarantor #267980

### Past Payments

Showing 1 out of 1 payments from 01/21/2026 to 01/21/2026

|           |  |          |
|-----------|--|----------|
| JAN       | Myadvocateaurora Payment   | \$241.00 |
| <b>21</b> | \$241.00   |          |
| 2026      |  Checking x2472 |          |

MyChart® licensed from Epic Systems Corporation© 1999 - 2026



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#51902386

1/22/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 1/22/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



### Payment Methods

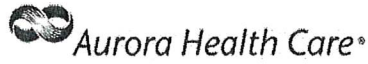
MasterCard x6028  
*Authorization number: 064142*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#51992963

1/29/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 1/29/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



Payment Methods

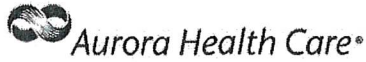
MasterCard x6028  
*Authorization number: 055906*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D56249



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52089458

2/5/26

**FEB** Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/05/26  
**05**

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



### Payment Methods

MasterCard x6028  
*Authorization number: 063524*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Orthopedics

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52127469

2/9/26



Visit at Aurora Orthopedics on 2/09/26

PATIENT PAYMENT

\$50.00

**Total Paid**  
\$50.00



Payment Methods

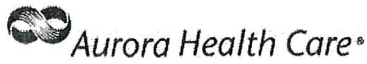
MasterCard x6028  
*Authorization number: 044203*

\$50.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by C72187



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52193681

2/12/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/12/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



Payment Methods

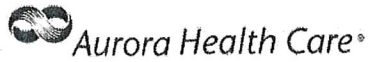
MasterCard x6028  
*Authorization number: 063904*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52233923

2/16/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/16/26

PATIENT PAYMENT

\$35.00

**Total Paid**

\$35.00



Payment Methods

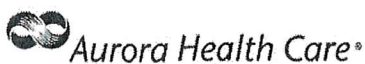
MasterCard x6028  
Authorization number: 050437

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52290213

2/19/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/19/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



Payment Methods

MasterCard x6028  
*Authorization number: 062132*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!


Collected by D25343

## Billing for Mary M Siegel

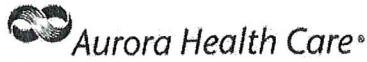
Physician and Hospital Services for Guarantor #267980

### Past Payments

Showing 1 out of 1 payments from 02/21/2026 to 02/21/2026

|           |  |          |
|-----------|--|----------|
| FEB       | Myadvocateaurora Payment   | \$240.95 |
| <b>21</b> | \$240.95   |          |
| 2026      |  Checking x2472 |          |

MyChart® licensed from Epic Systems Corporation© 1999 - 2026



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52334379

2/23/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/23/26

PATIENT PAYMENT

\$35.00

### Total Paid

\$35.00



#### Payment Methods

MasterCard x6028  
*Authorization number: 033103*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Health Care Support  
Department

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52375752

2/25/26



### Previous Balance

Past Professional Services

*Acct #684914508 - WI XR HUMERUS 2 VIEWS RIGHT*

\$28.84

*Visit on 01/12/26*

### Total Paid

\$28.84



### Payment Methods

Checking x2472

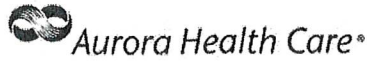
*Authorization number: 5649*

\$28.84

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by 999MYCHT



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52401001

2/26/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 2/26/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



Payment Methods

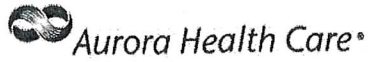
MasterCard x6028  
*Authorization number: 060615*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52449565

3/2/26



Visit at Aurora Sports Health-AWAMC, Ground Flr on 3/02/26

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



Payment Methods

MasterCard x6028  
*Authorization number: 055813*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by 760189



## Aurora Health Care Payment Receipt

Department  
Aurora Health Care Support  
Department

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52493281

3/5/26



### Previous Balance

Past Professional Services

*Acct #687416152 - WI XR SHOULDER 2 VIEWS RIGHT*

*Visit on 02/09/26*

\$40.00

### Total Paid

\$40.00



### Payment Methods

Checking x2472

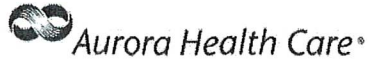
*Authorization number: 5141*

\$40.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by 999MYCHT



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52511056

3/5/26

**MAR** Visit at Aurora Sports Health-AWAMC, Ground Flr on 3/05/26  
**05**

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



### Payment Methods

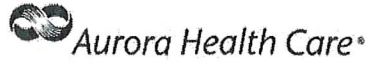
MasterCard x6028  
Authorization number: 060620

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Sports Health-AWAMC,  
Ground Flr

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52558512

3/9/26

**MAR** Visit at Aurora Sports Health-AWAMC, Ground Flr on 3/09/26  
**09**

PATIENT PAYMENT

\$35.00

**Total Paid**  
\$35.00



### Payment Methods

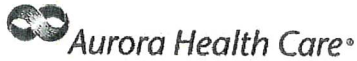
MasterCard x6028  
*Authorization number: 054547*

\$35.00

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by D25343



## Aurora Health Care Payment Receipt

Department  
Aurora Health Care Support  
Department

Guarantor  
Mary M Siegel #267980

Patient  
Mary M. Siegel

Receipt  
#52985770

4/7/26



**Previous Balance**  
Past Services

*Acct #687970110 - MRI Shoulder Right Visit on 03/12/26*

\$237.42

**Total Paid**  
\$237.42



**Payment Methods**

Checking x2472  
*Authorization number: 1685*

\$237.42

Please keep this receipt for your records.

Thank you for choosing Aurora Health Care!

Collected by 999MYCHT



FILED  
04-23-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV003814  
Honorable Michael J.  
Hanrahan-04  
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

---

INTEGON INDEMNITY COMPANY  
5630 University Pkwy  
Winston-Salem, NC 27105

CASE NO.  
CODE NO. 30101

Plaintiff,

BRUCE KRUEGER  
4263 N. 93rd Street  
Milwaukee, WI 53222

Involuntary Plaintiff,

vs.

CITY OF WEST ALLIS  
A municipal corporation  
c/o City Clerk, Tracy Uttke  
7525 W Greenfield Ave  
West Allis, WI 53214

STEVEN G. VOGEL  
12307 W. Washington St.  
Milwaukee, WI 53214

ABC INSURANCE COMPANY  
A fictitious insurance company

Defendants.

---

**SUMMONS**

---

To each person named above as a Defendant:

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

Within forty-five (45) 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 N 9th St, Milwaukee, Wisconsin 53233-1425, and to the Attorney for Plaintiff, Elizabeth B. Bartnik, whose address is Law Office of Elizabeth B. Bartnik, 222 Merchandise Mart Plaza, Suite 860, Chicago, Illinois 60654. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) 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 23<sup>rd</sup> day of April, 2026.



Electronically signed

---

Elizabeth B. Bartnik  
Attorney for Plaintiff Integon Indemnity  
Company  
State Bar No. 1011674  
Email: [ebar4@allstate.com](mailto:ebar4@allstate.com)

Mailing Address:

Law Office of Elizabeth B. Bartnik  
222 Merchandise Mart Plaza, Suite 860  
Chicago, IL 60654  
Telephone: (262) 416-8673  
Email: [ebar4@allstate.com](mailto:ebar4@allstate.com) and [wisconsinsco@allstate.com](mailto:wisconsinsco@allstate.com)

FILED  
04-23-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV003814  
Honorable Michael J.  
Hanrahan-04  
Branch 4

STATE OF WISCONSIN:

CIRCUIT COURT:

MILWAUKEE COUNTY

---

INTEGON INDEMNITY COMPANY  
5630 University Pkwy  
Winston-Salem, NC 27105

CASE NO.  
CODE NO. 31010

Plaintiff,

BRUCE KRUEGER  
4263 N. 93<sup>rd</sup> Street  
Milwaukee, WI 53222

Involuntary Plaintiff,

vs.

CITY OF WEST ALLIS  
A municipal corporation  
c/o City Clerk, Tracy Uttke  
7525 W Greenfield Ave  
West Allis, WI 53214

STEVEN G. VOGEL  
12307 W. Washington St.  
Milwaukee, WI 53214

ABC INSURANCE COMPANY  
A fictitious insurance company

Defendants.

---

### COMPLAINT

---

Now comes the plaintiff by its attorney, Elizabeth B. Bartnik, and as and for a complaint against the above-named defendants, alleges and shows to the Court as follows:

1. That the plaintiff, Integon Indemnity Company, is a foreign corporation, with its main offices located at 5630 University Parkway, Winston-Salem, NC 27105 and is generally engaged in the insurance business.

2. That the plaintiff, Integon Indemnity Company (hereinafter Integon), is a foreign corporation that is engaged in the insurance business in the State of Wisconsin.

3. That the Involuntary Plaintiff, Bruce Krueger, is an adult resident of the State of Wisconsin residing at 4263 N. 93<sup>rd</sup> Street, Milwaukee, WI 53222. Integon is not making any claims against Bruce Krueger; rather, Bruce Krueger is named as an involuntary plaintiff pursuant to Wis. Stat. § 803.03(2) because Integon's rights arise from subrogation and Bruce Krueger has out of pocket expenses, including but not limited to \$1000.00 for his deductible, related to the incident described in this complaint.

4. That the Defendant, City of West Allis, is a domestic corporate municipal body, organized and existing under the laws of Wisconsin, with its principal place of business located at 7525 West Greenfield Avenue, West Allis, Wisconsin; that legal process for the Defendant, City of West Allis, shall be served upon Tracy Uttke, Clerk, located at 7525 West Greenfield Avenue, West Allis, Wisconsin; that the Defendant, City of West Allis, is a named Defendant herein pursuant to the theory of Respondeat Superior, in that it is liable for the actions of its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment; that on information and belief, at all times material hereto, the City of West Allis was the owner/lessor of the subject City of West Allis Street Sweeper involved in the collision herein, and is the employer/principal of the defendant, Steven G. Vogel.

5. Upon information and belief, the Defendant, ABC Insurance Company, may have been, at all times material hereto, the liability insurer of the Defendant, City of West Allis, is a

corporation authorized to do and doing business in the State of Wisconsin, and is engaged in the business of, including but not limited to, selling and writing liability insurance in the State of Wisconsin. On or prior to December 26, 2025, there was in full force and effect a policy of liability insurance issued by the Defendant, ABC Insurance Company, which, upon information and belief, was issued and/or delivered in Wisconsin to the Defendant, City of West Allis, indemnifying it against the type of liability hereinafter alleged; that pursuant to said contract of insurance, the Defendant, ABC Insurance Company, has an interest in the outcome of this action adverse to the Plaintiff, Integon Indemnity Company, and is a proper party pursuant to the provisions of Wis. Stat. § 803.04(2); and that the identity of said insurance company is unknown and, therefore, the Plaintiff, Integon Indemnity Company, is identifying said defendant by a fictitious name pursuant to the provisions of Wis. Stat. § 807.12.

6. That at the time of the collision that is the subject of this lawsuit, the defendant, Steven G. Vogel was an adult citizen and resident of the State of Wisconsin who at all material times herein was employed by the City of West Allis and whose address, upon information and belief is 12307 W. Washington Street, Milwaukee, Wisconsin 53214; that at all times material hereto, the defendant, Steven G. Vogel, was operating the subject City of West Allis Street Sweeper vehicle involved in the collision herein while in the scope of his employment/agency with the City of West Allis.

7. That on or about December 26, 2025, Bruce Krueger, Plaintiff, Integon's insured, was the operator of a 2021 Hyundai Elantra parked on West National Avenue east of 70<sup>th</sup> Street, in the City of West Allis, Wisconsin; and that at that same time and place, the Defendant, Steven G. Vogel, was the operator of a City of West Allis street sweeper when he negligently operated the City of West Allis street sweeper to collide with the 2021 Hyundai Elantra operated by the

Plaintiff Integon's insured, Bruce Krueger, thereby causing the Plaintiff's injuries and damages as hereafter described.

8. That the Defendant, City of West Allis, is a named Defendant herein pursuant to the theory of Respondeat Superior, in that it is liable for the acts of its employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Steven G. Vogel, while in the course and scope of their employment.

9. That the Defendant, Defendant, Steven G. Vogel, was negligent at the time of or immediately prior to the aforementioned motor vehicle accident.

10. That the foregoing acts of negligence on the part of the Defendant, Steven G. Vogel, while in the course and scope of his employment with the Defendant, City of West Allis, were the direct and proximate cause of the injuries and damages sustained by the Plaintiff, Integon and Involuntary Plaintiff, Bruce Krueger.

11. As a result of the aforementioned motor vehicle accident and as a result of the negligence of the defendant Steven G. Vogel, Bruce Krueger's 2021 Hyundai Elantra was damaged.

12. That all material times hereto, Integon issued policy of insurance to Bruce Krueger that insured the 2021 Hyundai Elantra.

13. That the Integon insurance policy included several coverage types, including but not limited to collision coverage.

14. Pursuant to the terms and conditions of the Integon policy, Integon paid Four Thousand Seven Hundred Forty Four and 44/100 (\$4,744.44) to or on behalf of Bruce Krueger for property damage to the 2021 Hyundai Elantra, Three Hundred Twenty Three and 00/100 (\$323.00) for towing expenses, and Four Hundred Twenty Nine and 34/100 (\$429.34) rental car

expenses and became fully subrogated to the rights of the insured in the total amount of Five Thousand Four Hundred Ninety Six and 78/100 (\$5,496.78), and became entitled to indemnity by virtue of payment.

15. That upon information and belief, the Involuntary Plaintiff, Bruce Krueger, may have sustained damages not covered under the policy of insurance issued by Integon Indemnity Company for his deductible to the extent of One Thousand and 00/100 (\$1,000.00).

16. That pursuant to Wis. Stat. §893.80, within 120 days of the occurrence of the incident herein, a notice of claim was duly served upon the Defendant, City of West Allis on January 14, 2026 and the claim was denied on February 16, 2026. The plaintiff specifically denies the applicability of Wis. Stat. § 893.80 to their claims against the defendants, and the service of the Notice of Claim and the Itemized Claim for Relief is not to be construed as a waiver of the plaintiff's right to argue the non-applicability of this statutory provision to their claims herein.

WHEREFORE, the Plaintiff, Integon, demands Judgment against the Defendants jointly and severally in the following forms: for compensatory damages as the Court may deem just and equitable, together with costs and disbursements of this action, reasonable attorney's fees associated with this action, for all interest due and owing pursuant to Wis. Stat. § 628.46 and any further relief the Court may deem just and equitable.

Plaintiff alleges that the damages sought are more than the minimum amount necessary to invoke the jurisdiction of this Court.

Dated this 23<sup>rd</sup> day of April, 2026.



Electronically signed

---

Elizabeth B. Bartnik  
Attorney for Plaintiff Integon Indemnity  
Company  
State Bar No. 1011674  
Email: ebar4@allstate.com

Mailing Address:

Law Office of Elizabeth B. Bartnik  
222 Merchandise Mart Plaza, Suite 860  
Chicago, IL 60654  
Telephone: (262) 416-8673  
Email: [ebar4@allstate.com](mailto:ebar4@allstate.com) and [wisconsinsco@allstate.com](mailto:wisconsinsco@allstate.com)

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

BMO Bank, N.A. vs. Sharlotte McFarland et al

Electronic Filing Notice

Case No. 2026CV003338
Class Code: Foreclosure of Mortgage

FILED
04-09-2026
Anna Maria Hodges
Clerk of Circuit Court
2026CV003338
Honorable Michael J.
Hanrahan-04
Branch 4

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WES...
7525 W GREENFIELD AVE
WEST ALLIS WI 53214-4648

RECEIVED
APR 14 2026
WEST ALLIS
CITY ATTORNEY

Case number 2026CV003338 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: ae057f

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: April 9, 2026

Handwritten notes: 4-14-26, 12:50pm, and a signature.

RECEIVED
APR 14 2026
CITY OF WEST ALLIS

FILED  
04-09-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV003338  
Honorable Michael J.  
Hanrahan-04  
Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

BMO Bank, N.A. F/K/A BMO Harris Bank, N.A.  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

SUMMONS

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Sharlotte McFarland  
2065 S 57th St  
West Allis, WI 53219-1513

John Doe McFarland  
2065 S 57th St  
West Allis, WI 53219-1513

Community Development Authority of the City of  
West Allis  
7525 W Greenfield Ave  
West Allis, WI 53214-4648

Defendants.

---

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 (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), 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 set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), 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 9th day of April, 2026.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Patricia C. Lonzo  
State Bar No. 1045312

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
091091F02

Address of Court:  
Milwaukee County Courthouse  
901 N. Ninth Street  
Milwaukee, WI 53233-1425

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED  
04-09-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV00338  
Honorable Michael J.  
Hanrahan-04  
Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

BMO Bank, N.A. F/K/A BMO Harris Bank, N.A.  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

COMPLAINT

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Sharlotte McFarland  
2065 S 57th St  
West Allis, WI 53219-1513

John Doe McFarland  
2065 S 57th St  
West Allis, WI 53219-1513

Community Development Authority of the City of  
West Allis  
7525 W Greenfield Ave  
West Allis, WI 53214-4648

Defendants.

---

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Sharlotte McFarland.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$110,421.24 together with interest from the 1st day of August, 2024.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(c)1. with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe McFarland has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Charlotte McFarland and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of Section 846.101(2)(c)1. of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said

premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this  day of April, 2026.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Patricia C. Lonzo  
State Bar No. 1045312

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

## Note

August 11, 2016  
[Date]

West Allis  
[City]

Wisconsin  
[State]

2065 S 57th Street, West Allis, WI 53219  
[Property Address]

**1. Borrower's Promise to Pay.** In return for a loan that I have received, I promise to pay U.S. \$130,950.00 (this amount is called "*Principal*"), plus interest, to the order of the Lender. The Lender is BMO Harris Bank N.A.. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "*Note Holder*".

**2. Interest.** Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

### 3. Payments.

**(A) Time and Place of Payments.** I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 01st day of each month beginning on October 1, 2016. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on September 1, 2046, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "*Maturity Date*".

I will make my monthly payments at P.O. Box 6148, Carol Stream, IL 60197-6148 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments.** My monthly payment will be in the amount of U.S. \$644.20.

### 4. Borrower's Right to Prepay.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "*Prepayment*". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. Loan Charges.** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### 6. Borrower's Failure to Pay as Required.

**(A) Late Charges for Overdue Payments.** If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest.

I will pay this late charge promptly but only once on each late payment.

**(B) Default.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default.** If I am in default, the Note Holder may send me a written notice (telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder.** Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. Giving of Notices.** Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. Obligations of Persons Under This Note.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. Waivers.** I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "*Presentment*" means the right to require the Note Holder to demand payment of amounts due. "*Notice of Dishonor*" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. Uniform Secured Note.** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

**Borrower**

*Charlotte McFarland* 8-11-14  
Charlotte Mc Farland *Seal*

[Sign Original Only]

Loan Origination Organization: BMO Harris Bank N.A.

Loan Originator: Sandra Benitez

NMLS ID: [REDACTED]

NMLS ID: [REDACTED]

EXHIBIT A

DOC # 10593049

RECORDED  
08/12/2016 1:52 PM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
FEE EXEMPT #:

\*\*\*This document has been electronically recorded and returned to the submitter. \*\*

### Purchase Money Mortgage

Document Number:

Name and Return Address:  
BMO Harris Bank  
1200 E Warrenville Rd, 2nd Fl, Attn Post Closing Team  
Naperville, IL 60563

Parcel Number: 474-0210-000

**Definitions.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 11, 2016, together with all Riders to this document.

(B) "Borrower" is Charlotte Mc Farland, an unmarried woman. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BMO Harris Bank N.A.. Lender is a national bank organized and existing under the laws of the United States of America. Lender's address is 111 W. Monroe Street, P.O. Box 755, Chicago, IL 60690. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 11, 2016. The Note states that Borrower owes Lender one hundred thirty thousand nine hundred fifty and 00/100 Dollars (U.S. \$130,950.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2046.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Milwaukee [Name of Recording Jurisdiction]: THE NORTH 1/2 OF LOT 34, ALL OF LOT 35 AND THE SOUTH 1/2 OF LOT 36 IN BLOCK 7, IN MCGEOCH MEADOWS IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, which currently has the address of 2065 S 57th Street [Street] West Allis [City], Wisconsin 53219 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each

payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any

duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance,

in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless

Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):  
(a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state

the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Borrower**

Charlotte Mc Farland      8/11/16  
Charlotte Mc Farland      Seal

**Acknowledgment**

State of Wisconsin

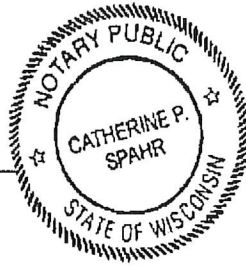
County of Milwaukee

This instrument was acknowledged before me on August 11, 2016 by Charlotte Mc Farland, single person.

Catherine P. SpaHR  
Notary Public

(Print Name)

My commission expires: 05/25/18



This instrument was drafted by

Danielle Andrews  
1200 E. Warrenville Road  
Naperville, IL 60563

Loan Origination Organization: BMO Harris Bank N.A.

Loan Originator: Sandra Benitez

NMLS ID: [REDACTED]

NMLS ID: [REDACTED]

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

-HOA: None

12

-PLAT: Yes

13

-COVENANTS: Yes

14

RECORDED DOCUMENTS

Miscellaneous Recording:

Document: Order to Raze  
In Favor Of: Department of Building Inspections & Neighborhood Services  
Recorded on: January 24, 2014  
Recording Info: 10330737

Mortgage:

From: Charlotte McFarland, an unmarried woman  
To: BMO Harris Bank N.A.  
Amount: \$130,950.00  
Dated: August 11, 2016  
Recorded on: August 12, 2016  
Recording Info: 10593049

Miscellaneous Recording:

Document: Regulatory Agreement and Covenant (Single Family Housing)  
Authority: Community Development Authority of the City of West Allis  
Buyer: Charlotte D. McFarland  
Recorded on: August 12, 2016  
Recording Info: 10593051

15

TAX WARRANTS - None

16

COURT PLEADINGS - None

17

Searched Parties: Charlotte McFarland, Community Development Authority of the City of West Allis

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I -- Requirements; and Schedule B, Part II -- Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form for any derivative thereof is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 8 of 10

AMERICAN  
LAND TITLE  
ASSOCIATION



Page 8 of 10

LIEN REPORT

FILED  
04-22-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV003781  
Honorable Paul R Van  
Grunsvan-09  
Branch 09

STATE OF WISCONSIN  
MILWAUKEE COUNTY

CIRCUIT COURT  
CIVIL COURT DIVISION

KYLE NOVAK,  
MALLORY ERKE, and  
MARK SURA,  
c/o MacGillis Law Group, LLC  
12700 W. Bluemound Road, Suite 200  
Elm Grove, WI 53122

Plaintiffs,

v.

Case Number:  
Case Code: 30703, 30701  
Case Type: Unclassified, Declaratory  
Judgment

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

Defendant.

---

SUMMONS

---

**THE STATE OF WISCONSIN:**

To the Defendant named above:

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 legal action.

Within 45 days of receiving this Summons, you must respond with a written statement, 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 Wisconsin Statutes.

The Answer must be sent or delivered to the Court, whose address is:

Clerk of Courts  
Milwaukee County Courthouse  
901 North 9<sup>th</sup> Street, Room 104  
Milwaukee, WI 53233

RECEIVED

MAY 01 2026

CITY OF WEST ALLIS  
217

and to MacGillis Law Group, LLC, attorneys for the Plaintiffs, at:

Attorney Christopher J. MacGillis  
Attorney Austin M. Felber  
MacGillis Law Group, LLC  
12700 W. Bluemound Road, Suite 200  
Elm Grove, WI 53122

You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 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 at Elm Grove, Wisconsin, this 22<sup>nd</sup> day of April, 2026.

**MacGILLIS LAW GROUP, LLC**  
Attorneys for Plaintiffs, Kyle Novak, Mallory Erke,  
and Mark Sura



---

Christopher J. MacGillis  
State Bar No. 1068944  
Austin M. Felber  
State Bar No. 1118680

Document Drafted By:  
MacGillis Law Group, LLC  
12700 W. Bluemound Road, Suite 200  
Elm Grove, WI 53122  
T: (414) 727-5150  
F: (414) 727-5155  
chris@macgillis.com  
austin@macgillis.com

FILED  
04-22-2026  
Anna Maria Hodges  
Clerk of Circuit Court  
2026CV003781  
Honorable Paul R Van  
Grunsven-09  
Branch 09

STATE OF WISCONSIN  
MILWAUKEE COUNTY

CIRCUIT COURT  
CIVIL COURT DIVISION

KYLE NOVAK,  
MALLORY ERKE, and  
MARK SURA,  
c/o MacGillis Law Group, LLC  
12700 W. Bluemound Road, Suite 200  
Elm Grove, WI 53122

Plaintiffs,

v.

Case Number:  
Case Code: 30703, 30701  
Case Type: Unclassified, Declaratory  
Judgment

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

Defendant.

---

COMPLAINT

---

NOW COMES Plaintiffs, Kyle Novak, Mallory Erke, and Mark Sura (collectively “Plaintiffs” or “Plaintiff Battalion Chiefs”) by their attorneys, MacGillis Law Group, LLC, by Christopher J. MacGillis and Austin M. Felber, show and allege to the Court as follows:

**PRELIMINARY STATEMENT**

1. This action is brought pursuant to the Fair Labor Standards Act of 1938, as amended, (“FLSA”) and Wisconsin’s Wage Payment and Collection Laws, Wis. Stat. § 109.01 *et seq.*, Wis. Stat. § 104.01 *et seq.*, Wis. Stat. § 103.001 *et seq.*, Wis. Admin. Code § DWD 274.01 *et seq.*, and Wis. Admin. Code § DWD 272.001 *et seq.* (“WWPCL”), by Plaintiffs for the purposes of obtaining relief under the FLSA and WWPCL for unpaid overtime compensation, unpaid agreed upon wages, liquidated damages, costs, attorneys’ fees, injunctive relief, and/or any such other relief the Court may deem appropriate.

2. Defendant, City of West Allis (the “City”), is a municipal agency that is engaged in governmental activities.

3. The City organized and established the City of West Allis Fire Department (“Fire Department” or “Department”).

4. The City controls and manages the Fire Department, and by extension, the employees of the Department.

5. Defendant operated an unlawful compensation system that deprived current and former Battalion Chiefs of their wages earned for all compensable work time, including the requisite overtime pay premium for each hour worked over 204 hours in a 27-day work period. As a result, every hour worked by Plaintiff and the proposed class exceeding 204 hours per 27-day work period was not compensated as required by the FLSA.

6. Defendant’s deliberate and intentional failure to properly compensate its employees for these hours worked violates federal law as set forth in the FLSA and state law as set forth in the WWPCL.

### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over Defendant in that Defendant is a governmental agency conducting operations throughout the City of West Allis, which is a part of Milwaukee County.

8. Defendant conducts substantial business in Milwaukee County.

### **PARTIES**

9. Defendant is a governmental agency with a principal place of business of 7525 W Greenfield Ave, West Allis, WI 53214.

10. For purposes of the FLSA, Defendant is an “employer” of an “employee,” Plaintiff, as those terms are used in 29 U.S.C. §§ 203(d) and (e).

11. For purposes of the FLSA, Defendant is an “employer” of Plaintiff, and Plaintiff is “employed” by Defendant, as those terms or variations thereof are used in Wis. Stat. §§ 109.01 *et seq.*, 104.01 *et seq.*, and Wis. Admin. Code § DWD 272.01.

12. Plaintiffs Kyle Novak, Mallory Erke, and Mark Sura are all adult residents of the State of Wisconsin.

13. Plaintiffs have worked as salary employees with the City of West Allis Fire Department within the last three (3) years from the date of filing of this Complaint.

14. Plaintiffs performed similar job duties as other non-exempt City of West Allis Fire Department employees employed by Defendant and who were subject to Defendant’s same unlawful policies as enumerated herein.

15. Plaintiffs performed compensable work within and for the City of West Allis.

16. Defendant supervises Plaintiffs’ day-to-day activities.

17. Defendant has the ability and authority to hire, terminate, promote, demote, and suspend Plaintiffs.

18. Defendant has the ability and authority to review Plaintiffs’ work performance.

19. Defendant establishes the work rules, policies, and procedures by which Plaintiffs abide in the workplace.

20. Defendant controls the terms and conditions of Plaintiffs’ employment.

21. Defendant establishes Plaintiffs’ work schedules and provides Plaintiffs with work assignments and hours of work.

22. Plaintiffs’ hours of work are tracked and recorded by Defendant.

### GENERAL ALLEGATIONS

23. Plaintiffs work or have worked for the Defendant in the position of Battalion Chief.

24. Within the last three years, and continuing to date, while working at the rank of Battalion Chief, Plaintiffs' primary job duties have been and remains, to respond to and protect and serve the public by engaging in fire suppression, emergency response, and related non-exempt activities.

25. Plaintiff Battalion Chiefs are required to, and have little to no discretion regarding whether to, respond to the vast majority of fire and/or emergency calls. When these calls come in, they take precedence over all other duties or obligations the Plaintiff Battalion Chiefs may have at the time. The Battalion Chiefs cannot make themselves unavailable for dispatch. If a call comes in, Battalion Chiefs must respond.

26. Plaintiff Battalion Chiefs are also required to complete all of the same training as other frontline fire fighters and are required to maintain Emergency Medical Services / Paramedic certifications. Their vehicles are all equipped with firefighting and emergency medical equipment. Plaintiff Battalion Chiefs also have a duty to (and have in practice) administered first aid to injured individuals on a scene.

27. Plaintiff Battalion Chiefs do not have the authority to hire or fire employees.

28. Plaintiff Battalion Chiefs do not control budgeting, promotions, or rates of pay for other employees of the Defendant.

29. With respect to Plaintiff Battalion Chiefs in the City of West Allis Fire Department, Defendant has adopted a 27-day work period under 29 U.S.C. § 207(k).

30. During the relevant time period, Defendant has adopted a 27-day work period under 29 U.S.C. § 207(k). During the 27-day work period, Plaintiff Battalion Chiefs are regularly

scheduled to work in excess of the applicable FLSA threshold under Section 7(k) – 212 hours in a 28-day period or 204 hours in a 27-day period. Additionally, Plaintiff Battalion Chiefs regularly work additional unscheduled time, outside their regular schedule, resulting in Plaintiff Battalion Chiefs working additional hours in excess of the applicable FLSA threshold under Section 7(k).

31. The exact hours worked by Plaintiff Battalion Chiefs and the exact workweeks in which Plaintiffs worked in excess of the FLSA limit can easily be determined by reviewing Plaintiff Battalion Chiefs timekeeping and payroll records, which are in the possession, custody, and control of Defendant.

32. Defendant misclassifies Plaintiff Battalion Chiefs as “exempt” employees under 29 C.F.R. 541.3 and unlawfully fails to pay Plaintiff Battalion Chiefs overtime compensation at one and one-half time their regular rate of pay for all hours worked in excess of 204 hours in a 27-day period. Instead, Defendant compensates Plaintiff Battalion Chiefs only at the rate of straight time, regardless of whether Plaintiff Battalion Chiefs work in excess of 204 hours in a 27-day period.

33. Plaintiff Battalion Chiefs are paid on a salaried basis.

34. Defendant, at all times material herein, has intentionally failed and continues to fail to pay Plaintiff Battalion Chiefs overtime compensation at the rate of one and one-half times their regular rate of pay when it suffers or permits Plaintiff Battalion Chiefs to work in excess of 204 hours in a 27-day period.

35. Defendant’s actions in refusing to provide Battalion Chiefs the rights and protections provided under the FLSA are willful in that the Defendant knew or should have known that uncompensated overtime work was being performed by Plaintiffs due to Defendant’s established policies and procedures, work schedule, and observation of Plaintiff Battalion Chiefs.

36. Plaintiff Battalion Chiefs are entitled to and do receive additional compensation. During work periods in which Plaintiff Battalion Chiefs work over 204 hours, Defendant fails to

include such additional compensation in the calculation of the regular rate of pay on which Plaintiff Battalion Chiefs overtime rate is based.

**FIRST CLAIM FOR RELIEF**  
**Violation of Section 207(A) of the Fair Labor Standards Act of 1938, as Amended**

37. Plaintiffs reassert and incorporate by reference all paragraphs set forth above as if restated herein.

38. During the times that Plaintiffs have worked in excess of 204 hours in a 27-day period, Defendant has failed to provide them with the rights and protections provided under the FLSA, including overtime pay at the rate of one and one-half times their regular rates of pay for all hours worked in excess of the hourly standards set forth under 29 U.S.C. § 207(a).

39. By failing to pay the Plaintiffs the overtime pay required under the law, Defendant has violated and is continuing to violate the provisions of the FLSA in a manner that is unreasonable, willful, and in bad faith. As a result, at all times material herein, Plaintiffs have been unlawfully deprived of overtime compensation and other relief for the maximum, three-year period allowed under the law.

40. As a result of Defendant's willful, unreasonable, and bad faith violations of the FLSA, there have become due and owing to Plaintiffs an amount that has not yet been precisely determined. The employment and work records for Plaintiffs (including time and attendance records) are in the exclusive possession, custody and control of Defendant, and Plaintiffs are unable to state at this time the exact amount owed to them. Defendant is under a duty imposed under the FLSA, 29 U.S.C. § 211(c), and various other statutory and regulatory provisions, to maintain and preserve payroll and other employment records with respect to Plaintiffs from which the amount of Defendant's liability can be ascertained.

41. Section 207(a) of the FLSA, 29 U.S.C. § 207(a), as well as regulations of the U.S. Department of Labor, 29 CFR Part 778, *et seq.*, require that all forms of remuneration be included in the rate at which FLSA overtime is paid, with some limited exceptions. Defendant has failed to include certain payments in Plaintiffs' regular rates of pay for purposes of computing their overtime pay entitlements. Defendant's failure to include these forms of additional compensation in Plaintiffs' regular rates of pay violates section 7(a) of the FLSA. 29 U.S.C. § 207(a); 29 CFR Part 778, *et seq.*

42. Pursuant to 29 U.S.C. § 216(b), Plaintiffs are entitled to recover liquidated damages in an amount equal to their backpay damages for Defendant's failure to pay overtime compensation.

43. Plaintiffs are entitled to recover attorneys' fees and costs under 29 U.S.C. § 216(b).

**SECOND CLAIM FOR RELIEF**  
**Violation of Section 207(K) of the Fair Labor Standards Act of 1938, as Amended**

44. Plaintiffs reassert and incorporate by reference all paragraphs set forth above as if restated herein.

45. Under the U.S. Department of Labor's regulations applicable to fire fighters covered under 29 U.S.C. § 207(k), (29 C.F.R. § 553.230), an employer must pay overtime compensation to such employees at a rate not less than one and one-half times their regular rate of pay for hours of work in excess of 204 hours in a 27-day work period.

46. During the times that Plaintiffs have worked in excess above FLSA limit, Defendant has failed to provide them with the rights and protections provided under the FLSA, including overtime pay at the rate of one and one-half times their regular rates of pay for all hours worked in excess of the hourly standards set forth under 29 U.S.C. § 207(k) and 29 C.F.R. § 553.230.

47. By failing to pay the Plaintiffs the overtime pay required under the law, Defendant has violated and is continuing to violate the provisions of the FLSA in a manner that is unreasonable, willful, and in bad faith. As a result, at all times material herein, Plaintiffs have been unlawfully deprived of overtime compensation and other relief for the maximum, three-year period allowed under the law.

48. As a result of Defendant's willful, unreasonable, and bad faith violations of the FLSA, there have become due and owing to Plaintiffs an amount that has not yet been precisely determined. The employment and work records for Plaintiffs (including time and attendance records) are in the exclusive possession, custody, and control of Defendant and Plaintiffs are unable to state at this time the exact amount owing to them. Defendant is under a duty imposed under the FLSA, 29 U.S.C. § 211(c), and other various statutory and regulatory provision, to maintain and preserve payroll and other employment records with respect to Plaintiffs from which the amount of Defendant's liability can be ascertained.

49. Pursuant to 29 U.S.C. § 216(b), Plaintiffs are entitled to recover liquidated damages in an amount equal to their backpay damages for Defendant's failure to pay overtime compensation.

50. Plaintiffs are entitled to recover attorney's fees and costs under 29 U.S.C. § 216(b).

**THIRD CLAIM FOR RELIEF**  
**Violation of WWPCCL – Unpaid Overtime**

51. Plaintiffs reassert and incorporate all previous paragraphs as if they were set forth herein.

52. At all relevant times, Plaintiffs were employees of Defendant within the meaning of Wis. Stat. § 109.01(1r).

53. At all relevant times, Plaintiffs were employees of Defendant within the meaning

of Wis. Stat. § 103.001(5).

54. At all relevant times, Plaintiffs were employees of Defendant within the meaning of Wis. Stat. § 104.01(2)(a).

55. At all relevant times, Defendant was an employer of Plaintiffs within the meaning of Wis. Stat. § 109.01(2).

56. At all relevant times, Defendant was an employer of Plaintiffs within the meaning of Wis. Stat. § 103.001(6).

57. At all relevant times, Defendant was an employer of Plaintiffs within the meaning of Wis. Stat. § 104.01(3)(b).

58. At all relevant times, Defendant was an employer of Plaintiffs within the meaning of Wis. Admin. Code § DWD 274.015.

59. At all relevant times, Defendant has employed, and continues to employ, Plaintiffs within the meaning of Wis. Stat. §§ 109.01 *et seq.*, 103.01 *et seq.*, 104.01 *et seq.*, and Wis. Admin. Code § DWD 274.01 *et seq.*

60. Throughout the relevant time period, Plaintiffs regularly performed activities that were an integral and indispensable part of their principal activities without receiving compensation for these activities.

61. At all relevant times, Defendant had common policies, programs, practices, procedures, protocols, routines, and rules of willfully failing to properly pay Plaintiffs overtime compensation.

62. The foregoing conduct, as alleged above, constitutes continuing, willful violations of the Wisconsin Wage Payment and Collection Laws.

63. Defendant willfully failed to pay Plaintiffs overtime premium compensation for all

hours worked in excess of 204 hours in a 27-day period, in violation of Wisconsin Wage Payment Laws.

64. As set forth above, Plaintiffs have sustained losses in their compensation as a proximate result of Defendant's violations. Accordingly, Plaintiffs seek damages in the amount of their respective unpaid compensation, injunctive relief requiring Defendant to cease and desist from its violations of the Wisconsin laws described herein and to comply with them, and such other legal and equitable relief as the Court deems just and proper. Under Wis. Stat. § 109.11, Plaintiffs may be entitled to liquidated damages equal and up to fifty percent (50%) of the unpaid wages.

65. Plaintiffs seek recovery of attorneys' fees and the costs of this action to be paid by Defendant pursuant to the WWPCL.

**FOURTH CLAIM FOR RELIEF**  
**WWPCL - Failure To Pay Agreed Upon Wage**

66. Plaintiffs reassert and incorporate all previous paragraphs as if they were set forth herein.

67. Plaintiffs have been entitled to payment from Defendant at the agreed upon wage, as defined in Wis. Stat. § 109.01(3), for each hour worked by Plaintiffs pursuant to Wis. Stat. § 109.03.

68. Defendant violated the WWPCL by failing to properly compensate Plaintiffs for each hour worked by Plaintiffs through the failure to pay the overtime premium as described above.

69. As set forth above, Plaintiffs have sustained losses in their compensation as a proximate result of Defendant's violations. Accordingly, Plaintiffs seek damages in the amount of Plaintiffs' respective unpaid compensation, injunctive relief requiring Defendant to cease and desist from their violations of the Wisconsin laws described herein and to comply with them, and

such other legal and equitable relief as the Court deems just and proper. Under Wis. Stat. § 109.11, Plaintiffs may be entitled to liquidated damages equal and up to fifty percent (50%) of the unpaid wages.

70. Plaintiffs seek recovery of attorneys' fees and the costs of this action to be paid by Defendant pursuant to Wisconsin Wage Payment Laws.

### **DEMAND FOR RELIEF**

**WHEREFORE**, it is respectfully requested that this Court grant the following relief:

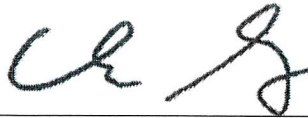
- a) Issue an Order declaring Defendant's actions as described in the Complaint as unlawful and in violation of the FLSA and Wisconsin Law and applicable regulations and as willful as defined in the FLSA and Wisconsin Law;
- b) Issue an Order directing and requiring Defendant to pay Plaintiffs damages in the form of reimbursement for unpaid overtime wages for all time spent performing compensable work for which they were not paid pursuant to the required rate, as provided by the FLSA and WWPCL;
- c) Issue an Order directing and requiring Defendant to pay Plaintiffs damages in the form of reimbursement for unpaid agreed upon wages for all time spent performing compensable overtime work for which they were not paid pursuant to the required rate, as provided by the FLSA and WWPCL;
- d) Issue an Order directing and requiring Defendant to pay Plaintiffs liquidated damages pursuant to the FLSA and WWPCL in an amount equal to, and in addition to the amount of wages and overtime wages owed to them;
- e) Issue an Order directing Defendant to reimburse Plaintiffs for the costs and attorneys' fees expended in the course of litigating this action, pre-judgment and post-judgment interest;
- f) For benefits for the full amount of the Plaintiffs' damages to be determined by a jury; and
- g) Provide Plaintiffs with such other and further relief, as the Court deems just and equitable.

**PLEASE TAKE NOTICE THAT THE PLAINTIFF DEMANDS A TRIAL BY A  
TWELVE (12) PERSON JURY IN THE ABOVE MATTER.**

Dated at Elm Grove, Wisconsin, this 22<sup>nd</sup> day of April, 2026.

**MacGILLIS LAW GROUP, LLC**

Attorneys for Plaintiffs, Kyle Novak, Mallory Erke,  
and Mark Sura



---

Christopher J. MacGillis

State Bar No. 1068944

Austin M. Felber

State Bar No. 1118680

Document Drafted By:

MacGillis Law Group, LLC

12700 W. Bluemound Road, Suite 200

Elm Grove, WI 53122

T: (414) 727-5150

F: (414) 727-5155

chris@macgillis.com

austin@macgillis.com

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**

Kyle Novak et al vs. City of West Allis

**Electronic Filing  
Notice**

Case No. 2026CV003781

Class Code: Unclassified

FILED

04-22-2026

Anna Maria Hodges

Clerk of Circuit Court

2026CV003781

Honorable Paul R Van

Grunsven-09

Branch 09

CITY OF WEST ALLIS  
7525 W GREENFIELD AVENUE  
WEST ALLIS WI 53214

Case number 2026CV003781 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt-in code: 522529**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court  
Date: April 22, 2026

**CITY OF WEST ALLIS  
RESOLUTION R-2026-4358**

**RESOLUTION TO ACCEPT THE PROPOSAL OF GRAEF TO PROVIDE  
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION  
DESIGN OF THE FUTURE SOUTHWEST SUBURBAN HEALTH DEPARTMENT  
AND WEST ALLIS SENIOR CENTER FACILITY LOCATED AT 7220 W.  
NATIONAL AVE.**

**WHEREAS**, the Purchasing Department has duly advertised a request for proposals for architectural and engineering services RFP #EN-26021 - Request for Proposals, Southwest Suburban Health Department/West Allis Senior Center Relocation and Facility Renovation; and,

**WHEREAS**, the proposals received were reviewed and ranked with the top two firms participating in the interview process; and,

**WHEREAS**, the top two firms were further reviewed and costs thoroughly reviewed and analyzed; and,

**WHEREAS**, Graef was found to be the firm that will provide the best service for this project to the City; and,

**WHEREAS**, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Graef be accepted.

**NOW THEREFORE**, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated April 3, 2026 submitted by Graef for architectural and engineering consulting services for the design, contract preparation, bidding, and recommendation of award for the renovation of the building at 7220 W. National Ave. for the Southwest Suburban Health Department and West Allis Senior Center Facility for an amount of \$298,664.00 and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this purchase has been budgeted and is available in the 2026 Capital Budget, and the services will be charged to Account Number 354-6051-517.31-02 and project number BF0048.

BE IT FURTHER RESOLVED that the City Administrator, City Engineer and/or the City Health Commissioner are and is hereby authorized to enter into an agreement with Graef for architectural and engineering services.

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

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON 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

\_\_\_\_\_  
Tracey Uttke, City Clerk, City Of West Allis

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



## NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

**Record #:** ALC-26-13

**Applicant's Full Name:**  
Kalleigh Gable

**Agent's Full Name:**  
KALLEIGH GABLE

**License Type(s):**  
Class B Tavern

**Legal Name:**  
Gable Holdings LLC

**Trade/Business Name:**  
HuHot Mongolian Grill

**Business Address:**  
3021 S 108th St

**Types of Entertainment:**

### Premise Description:

**Alcohol will be stored:**  
Beverages will be stored in the kitchen area and walk in cooler area. This area is not accessible to the public.

**Alcohol will be sold/consumed:**  
Beverages will be responsibly sold and consumed in our public dining room.

**Alcohol beverage receipts location:**  
Receipts and invoices will be stored in the office area. This area is not accessible to the public.

### Hours of Operation:

**Sunday:** 11:00 am to 9:00 pm

**Thursday:** 11:00 am to 9:00 pm

**Monday:** 11:00 am to 9:00 pm

**Friday:** 11:00 am to 9:00 pm

**Tuesday:** 11:00 am to 9:00 pm

**Saturday:** 11:00 am to 9:00 pm

**Wednesday:** 11:00 am to 9:00 pm

**Date Applied:**  
April 15, 2026

**Legal Notice Published On:**  
April 24, 2026



City Clerk  
clerk@westalliswi.gov

April 28, 2026

Kalleigh Gable  
1126 Shawano Ave  
Green Bay, WI 54303

**RE: Class B Tavern License Application Review for HuHot Mongolian Grill at 3021 S 108th St**

City of West Allis Applicant:

**Attendance Required:**

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: May 5, 2026

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. 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 at a future Common Council meeting. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

**Final Decision (made by the Common Council on future date):**

The Common Council will consider the Committee recommendations at a Common Council meeting, which is not the same day at the Committee meeting. At this future meeting, they will either approve, deny, or hold the application.

You may choose whether or not you want to attend the Common Council meeting. Attendance at the Common Council meeting is not required. It is only required at the Committee meeting.

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.*

For any questions, feel free to email [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov).

---

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

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

GABLE HOLDINGS, LLC  
D.B.A.: HUHOT MONGOLIAN GRILL

MAILING ADDRESS  
1126 SHAWANO AVE  
GREEN BAY, WI 54303

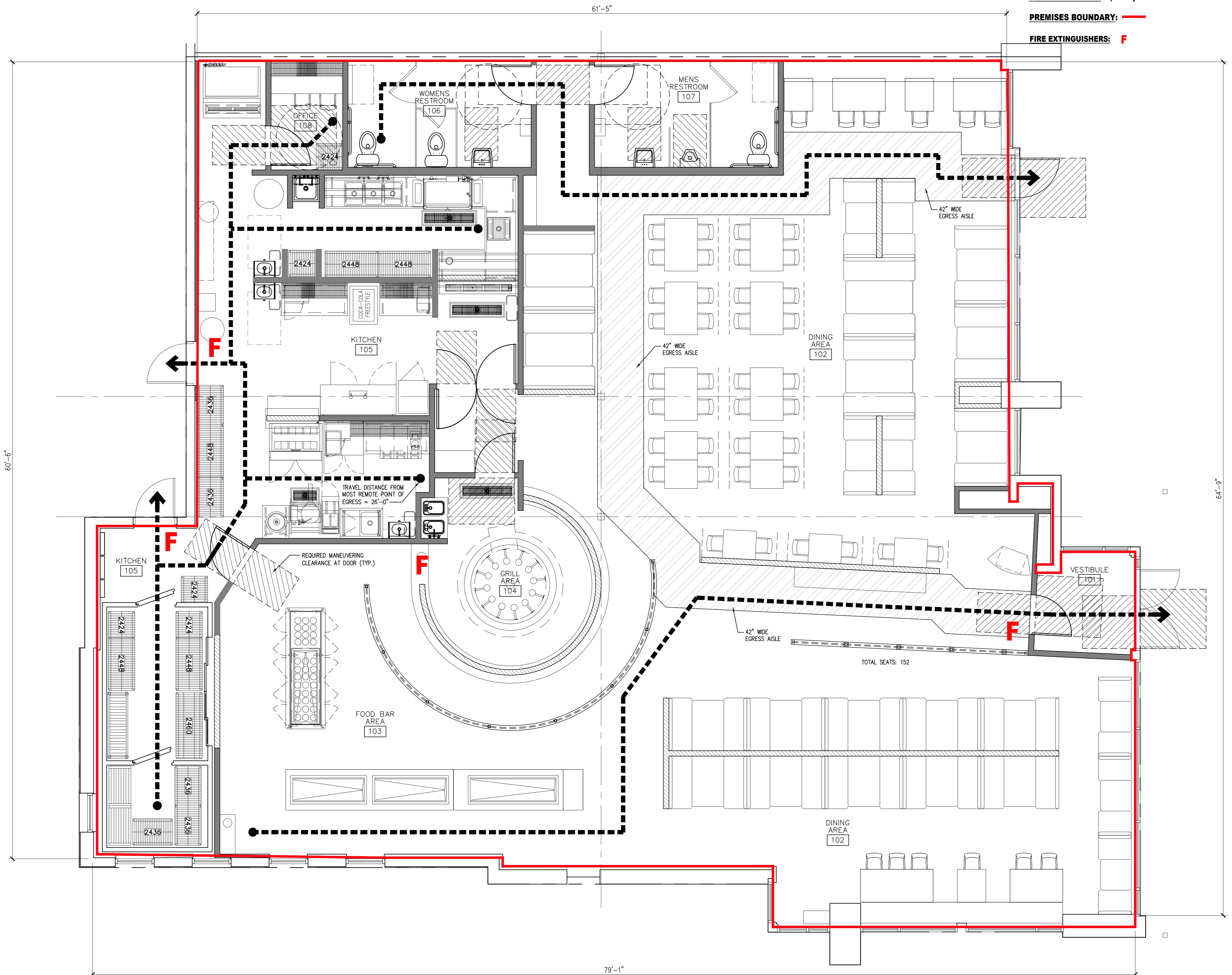
PREMISES ADDRESS  
3021 S 108th ST  
WEST ALLIS, WI 53227

DATE: MAY 6, 2022

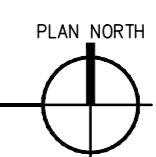
SQUARE FOOTAGE: 4,500sqft

PREMISES BOUNDARY: —

FIRE EXTINGUISHERS: F



PREMISES PLAN  
SCALE: 1/4" = 1'





**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

April 27, 2026

Jennifer Pierce  
5047 West Jackson Park Drive  
Milwaukee , WI 53219

**RE: Operator's License Application Review**

Dear Jennifer;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 5, 2026 at 7:00 pm in Art Gallery at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Art Gallery.

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)

April 28, 2026

Sonya Bautista  
5805 W Mitchell st  
West allis, Wisconsin 53214

**RE: Operator's License Application Review**

Dear Sonya;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 5, 2026 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email [clerk@westalliswi.gov](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)

April 29, 2026

Michelle Standarski  
2821 S 96th Street  
West Allis , WI 53227

**RE: Operator's License Application Review**

Dear Michelle;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **May 5, 2026 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)\* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email [clerk@westalliswi.gov](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.



5. The License was issued for the property located at 1022 South 60<sup>th</sup> Street, West Allis, Wisconsin (the "Premises").
6. Upon information and belief, Licensee and/or Agent has violated the following Wisconsin Statutes and municipal ordinances adopted under Wis. Stat. § 125.10.

**COUNT 1 – Allowing Drug Trafficking on Premises**

7. The Licensee and/or Agent knowingly allowed Martin L. Sinclair ("Sinclair") to possess a controlled substance on the Premises with the intent to distribute or deliver that controlled substance in violation of Wis. Stat. § 125.12(2)(ag)(6).
  - A. Sinclair identifies himself as the manager of the Premises.
  - B. Sinclair operates a drug trafficking organization that delivers and distributes kilogram-quantities of controlled substances, including cocaine, fentanyl, and marijuana.
  - C. Sinclair has used the Premises on numerous occasions to distribute and deliver controlled substances.
  - D. In January of 2026, the landlord for the Premises, Sam Stair of S2 Real Estate Group, LLC., contacted the Agent to inform her that West Allis police officers suspected that drug trafficking was occurring at the Premises.
  - E. The Agent, after knowing that Sinclair was distributing controlled substances at the Premises, allowed such activity to continue.

**COUNT 2 – Allowing Another Person to Use License**

8. The Licensee and/or Agent allowed Sinclair to use its license to sell alcohol beverages in violation of Wis. Stat. §§ 125.32(2m) and 125.04(1).

- A. Sinclair identifies himself as the manager and is the true owner of the Premises, although he is neither listed on the alcohol license application as an owner or member of Blaque Bar & Bites Corporation.
- B. Sinclair is using the license issued to Blaque Bar & Bites Corporation to sell and distribute alcohol beverages out of 1022 South 60<sup>th</sup> Street.
- C. Wis. Stat. § 125.04(1) requires that the actual owner of an establishment selling alcohol beverages possess the license in the owner's name.
- D. Sinclair is selling alcohol beverages without a license in violation of Wis. Stat. § 125.04(1).

**COUNT 3 – Closing Hour Violation**

- 9. The Premises remained opened past statutory closing hours in violation of Wis. Stat. § 125.32(3)(a) on June 22, 2025. At 3:28 AM on that date, patrons were present and still being served on the Premises.

**COUNT 4 – Closing Hour Violation**

- 10. The Premises remained opened past statutory closing hours in violation of Wis. Stat. § 125.32(3)(a) on July 25, 2024. At 2:45 AM, patrons were present on the Premises.

**COUNT 5 – Closing Hour Violation**

- 11. The Premises remained opened past statutory closing hours in violation of Wis. Stat. § 125.32(3)(a) on February 11, 2024. At 3:10 AM, between 45 and 60 patrons were on the Premises drinking and eating.

**COUNT 6 – Multiple Noise Violations**

- 12. In addition to the above Wisconsin Statutes, the Licensee and/or Agent has violated West Allis Municipal Code § 7.23 adopted under Wis. Stat. § 125.10 for excessive noise:

- A. October 1, 2025, at 11:18 PM – Loud music audible from Mineral Street.

- B. November 19, 2024, at 12:41 AM - Loud music audible from over a block away despite wind and rain.
- C. September 13, 2024, at 11:30 PM - Loud music; Agent reduced volume after contact with police.
- D. August 17, 2024, at 1:38 AM - Loud noise from music and people gathering outside.
- E. July 28, 2024, at 1:30 AM - Very loud music.
- F. July 19, 2024, at 1:43 AM - Loud music; Agent reduced volume after contact with police.
- G. July 11, 2024, at 2:20 AM - Loud music; Agent reduced volume after contact with police.
- H. July 10, 2024, at 3:11 AM - Loud music.
- I. June 17, 2024, at 2:13 AM - Loud music.
- J. May 28, 2024, at 2:23 AM - Loud music; Agent reduced volume after contact with police.
- K. May 4, 2024, at 11:15 PM Loud music; Agent reduced volume after contact with police.
- L. October 24, 2023, at 12:45 AM Loud music; Agent reduced volume after contact with police.

**COUNT 7 – Serving an Intoxicated Person on Multiple Occasions**

13. On multiple occasions, the Licensee and/or Agent has served an intoxicated person in violation of Wis. Stat. § 125.07(2)(a):

- A. March 18, 2026 - Driver (BAC 0.171) admitted drinking at Premises.
- B. January 8, 2026 - OWI arrest; driver reported drinking at Premises.
- C. December 29, 2025 - OWI arrest; driver drank at Premises.

- D. November 28, 2025 - OWI arrest following altercation; driver drank at Premises.
- E. October 18, 2025 - OWI arrest; individual coming from Premises.
- F. October 11, 2025 - OWI arrest; individual coming from Premises.
- G. October 2, 2025 - OWI arrest; individual coming from Premises.
- H. September 26, 2025 - OWI arrest; individual coming from Premises.
- I. June 12, 2025 - Driver asleep at wheel; admitted drinking at Premises.
- J. June 5, 2025 - OWI arrest; driver admitted drinking at Premises.
- K. May 10, 2025 - OWI arrest; occupants coming from Premises.
- L. May 1, 2025 - OWI and paraphernalia arrest; driver from Premises.
- M. April 20, 2025 - OWI arrest; driver from Premises.
- N. December 23, 2024 - Patron hospitalized for alcohol poisoning after drinking at Premises.
- O. March 14, 2024 - Highly intoxicated individual injured at Premises.
- P. November 5, 2023 - Intoxicated patron found unconscious on Premises.

**COUNT 8 – Maintaining a Disorderly or Riotous, Indecent or Improper House**

14. The Licensee and/or Agent maintains a disorderly or riotous, indecent or improper house in violation of Wis. Stat. § 125.12(2)(ag)(2). In addition to the numerous municipal code violations detailed in Counts 6 and 7, there have been multiple fights, drug activities, weapons violations, and disorderly behavior occurring in or around the Premises, including but not limited to:

- A. March 7, 2026 - A person intending to enter the Premises was arrested for a warrant and possession of 73 grams of marijuana.
- B. March 6, 2026 - A group of women were loudly arguing in the street and evaded contact when a responding officer attempted to speak with them.

- C. January 10, 2026 – A group of 20-25 people were in the middle of the street arguing/fighting outside of the Premises. Multiple citations issued. Eight West Allis police officers responded, as well as a West Milwaukee squad under mutual aid.
- D. January 8, 2026 - A large group of patrons from the Premises were in the middle of the road arguing at 2:10 a.m. Officers turned on squad lights and people dispersed. Officers then located a group of 5 people nearby and saw one female being dragged down by another female. All parties were uncooperative and evaded officers.
- E. January 3, 2026 - During a traffic stop in front of the Premises, three occupants all with lengthy criminal histories and many indicators of drug sales were in the vehicle. Officer located marijuana, powder cocaine, crack cocaine, a scale, and texts indicative of drug sales.
- F. October 30, 2025 - Occupants of a vehicle who intended to enter the Premises found in possession of marijuana and an illegally concealed loaded firearm.
- G. October 23, 2025 - A security guard for the Licensee fled from police from the Premises resulting in a crashed squad car before he was apprehended. He had been drinking and was in possession of a gun despite having a felony warrant for a probation violation from his armed robbery conviction. He was arrested for OWI and many other crimes.
- H. October 10, 2025 - A large group of people were fighting outside the Premises and evaded responding officers.
- I. October 9, 2025 - A group of about 20 people were fighting outside of the Premises.

- J. August 1, 2025 - Persons leaving the premises were found with marijuana and in a vehicle that was listed as stolen out of Milwaukee.
- K. June 8, 2025 - A person confronted bar staff about loud music and people drinking outside of the bar and as a result got drinks thrown in his face.
- L. April 10, 2025 - A person who had a digital scale with white powdery residue (later indicated positive for cocaine) in plain view in a vehicle entered and exited the Premises and was eventually arrested for drug paraphernalia.
- M. April 3, 2025 - Group of (8-10) people fighting outside the premises over a missing phone.
- N. February 15, 2025 - A neighbor who lives near bar reported that she arrived home and was surrounded by 30-35 bar patrons who were threatening her, calling her a bitch and a snitch.
- O. November 10, 2024 - Multiple people fighting in the street who evaded responding officers.
- P. November 4, 2024 - A person accused Sinclair and a group of women following her out of the bar, attacking her, and stealing her phone. The Agent refused to provide video from that night.
- Q. October 27, 2024 - A group of 20+ people were fighting in the street outside the Premises at 2:00 AM.
- R. October 13, 2024 - The Agent refused to provide security video to aid in an investigation about a stolen vehicle.
- S. September 8, 2024 - A fight occurred in front of the Premises at 2:53 AM. Fighting parties and vehicles fled the area upon arrival of officers. Agent refused to provide security video.

T. July 21, 2024 - Multiple parties were arrested for fighting outside of the Premises. Agent refused to provide security video of event.

**WHEREFORE**, the undersigned requests that the named Licensee 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 at that time to determine whether the above licenses should be revoked or suspended.

Dated this 29<sup>th</sup> day of April, 2026.

By: William C. Chaff

Subscribed and sworn to before me  
this 29<sup>th</sup> day of April, 2026.

Karl Decker

(Name) Karl Decker  
Notary Public, State of Wisconsin

My Commission ~~expires~~ is permanent

**WEST ALLIS COMMON COUNCIL  
PUBLIC SAFETY COMMITTEE  
CITY OF WEST ALLIS**

---

**In the Matter of the  
Complaint Against**

**SUMMONS**

**Blaque Bar & Bites Corporation**

**RE: License ALC-23-22  
Class "B" Fermented Malt Beverage License  
"Class B" Intoxicating Liquor License  
Public Entertainment License**

---

**STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

The WEST ALLIS COMMON COUNCIL, to BLAQUE BAR & BITES CORPORATION  
by licensing agent Jennifer Pierce:

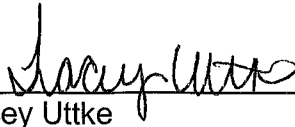
You are hereby notified that a sworn complaint, a copy of which is attached, has  
been duly made and filed, requesting a hearing on suspension, revocation, or non-renewal  
of the 2025-2026 Class "B" fermented malt beverage license and a "Class B" intoxicating  
liquor license (together identified locally as a "Class B Tavern License") and a Public  
Entertainment License, issued collectively under license number ALC-23-22, for the  
premises located at 1022 South 60<sup>th</sup> Street, in the City of West Allis, State of Wisconsin, for  
the license period expiring on June 30, 2026. This sworn complaint requesting a hearing for  
the suspension, revocation, or non-renewal of the above referenced licenses is brought  
pursuant to the provision of Wis. Stat. § 125.12.

NOW THEREFORE, you, BLAQUE BAR & BITES CORPORATION by licensing agent Jennifer Pierce, are hereby summoned to appear before the Public Safety Committee of the West Allis Common Council on Tuesday, **May 5, 2026**, 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, 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, revoked, or non-renewed will be made to the full Common Council. The Common Council may then vote to suspend, revoke, or non-renew your license(s).

You are further notified that if you appear as required by this summons and deny the allegations in the complaint, a hearing will be conducted before the Public Safety Committee, at which time you may be represented by counsel if you so choose, cross examine the witnesses who testify adversely against you, and present witnesses on 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 29<sup>th</sup> day of April, 2026.

By:   
Tracey Uttke  
West Allis City Clerk