



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, October 3, 2023

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Grisham.

D. PUBLIC HEARINGS

1. [O-2023-0052](#) Ordinance to Amend Section 19 of the West Allis Revised Municipal Code, relative to updating regulations for Child Care Centers, Nicotine Sales, and other minor changes.
2. [2023-0535](#) Conditional Use Permit for Wedgewood Motor Works, a proposed Light Motor Vehicle Service use, at 5110 W. Lincoln Ave.
3. [2023-0574](#) New application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave.
(NSVR 2)
- 3a. [2023-0547](#) Conditional Use Permit for Allis Yards, a proposed 5+ Unit Dwelling, at 1100 S. 70th St.

E. CITIZEN PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

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

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

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

I. APPROVAL OF MINUTES

4. [2023-0597](#) September 19, 2023 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

ECONOMIC DEVELOPMENT COMMITTEE

5. [2023-0257](#) New Class B Tavern & Public Entertainment Premises License application for 2Plus2 Success, d/b/a LA Pub & Grill, 5832 W. Lincoln Ave. Owner/Agent: Anthony Bugarino.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

6. [O-2023-0068](#) Ordinance to adopt parking restrictions on the south side of W. Rogers St. from 185' east of S. 89th St. to the east end of the 8800 block of W. Rogers St.

Recommendation: Pass

7. [R-2023-0614](#) Resolution relative to the agreement with the City of Greenfield for Public Health Services.
Recommendation: Reconsider Version 1 and Adopt Version 2
8. [R-2023-0655](#) Resolution to approve the Year 2024 Operating Plan for the Downtown West Allis Business Improvement District and to adopt the Special Assessment Method as stated therein.
Recommendation: Adopt
9. [R-2023-0656](#) Resolution Granting a Privilege to Supawadee Pamoto for property located at 7335 W. Greenfield Ave. Tax Key No. 453-0118-000.
Recommendation: Adopt
10. [R-2023-0657](#) Resolution Constituting a Relocation Order for the Laying Out, Relocation and Improvement of W. Beloit Rd. and S. 55th St. crossings with the Union Pacific Railroad.
Recommendation: Adopt
11. [R-2023-0659](#) Resolution to accept the proposals of various nurseries for furnishing and delivering 150 trees for fall planting for a total net sum of \$15,769.
Recommendation: Adopt
12. [R-2023-0660](#) Resolution ordering preliminary plans and specifications together with a schedule of proposed assessments for improvement of S. 118th St - W. Washington St. to W Rainbow Ave.; W. Walker St. - S. 60th St. to East of S. 56th St.; W. Rogers St. - S. 76th St. to S. 84th St.; S. 77th St. - W. Pierce St. to W. Walker St.; S. 89th St. - W. Greenfield Ave. to W. Orchard St.; S. 86th St. - W. Greenfield Ave. to W. Washington St and portions of intersecting streets.
Recommendation: Adopt
13. [R-2023-0661](#) Resolution to approve bid of UPI Construction LLC for water main relays in S. 97th St. from W. Becher St. to W. Burnham St. and W. Burnham St. from S. 96th S. to S. 98th St. in the City of West Allis in the amount of \$484,369.
Recommendation: Adopt
14. [R-2023-0663](#) Resolution to amend the City's fee schedule by revising Park Rental in the Public Works fee section.
Recommendation: Adopt
15. [R-2023-0664](#) Resolution ordering preliminary plans and specifications together with a schedule of proposed assessments for improvement of W. Pierce St. - S. 76th St. to S. 77th St.
Recommendation: Adopt

16. [R-2023-0665](#) Resolution ordering preliminary plans and specifications together with a schedule of proposed assessments for improvement of Area bounded by S. 68th St. to S. 78th St. and W. Oklahoma Ave. to the Union Pacific Railroad.

Recommendation: Adopt

17. [2023-0596](#) Claim by Erol Kolcu for alleged expenses incurred at 1909 S. 73rd St. on September 18, 2023.

Recommendation: Refer to City Attorney

18. [2023-0628](#) Appointment by Mayor Devine of Andrea Kopan to the Farmers Market Committee for a 2-year term to expire October 3, 2025.

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

None.

PUBLIC WORKS COMMITTEE

19. [R-2023-0662](#) Resolution to approve bid of Cudahy Roofing & Supply, Inc. for Base Bid B for the West Allis Police Department Roof Replacement in the amount of \$53,880.

Recommendation: Adopt

20. [R-2023-0666](#) Resolution to accept the proposal of Kueny Architects, LLC to provide architectural and engineering services for the design of the future Department of Public Works Facility to be located at S. 53rd St. and W. Burham St.

ECONOMIC DEVELOPMENT COMMITTEE

21. [2023-0612](#) September 19, 2023 Economic Development Committee Minutes.

Recommendation: Approve

22. [2023-0586](#) Application for Transfer of a Class B Tavern License from Premises to Premises for Su Plus Two Fusion Cuisine currently located at 7028 W. Greenfield Ave. to 7335 W. Greenfield Ave., for Supawadee Pamoto, Agent.

Public Hearing Items (Economic Development Committee)

23. [O-2023-0052](#) Ordinance to Amend Section 19 of the West Allis Revised Municipal Code, relative to updating regulations for Child Care Centers, Nicotine Sales, and other minor changes.

24. [2023-0535](#) Conditional Use Permit for Wedgewood Motor Works, a proposed Light Motor Vehicle Service use, at 5110 W. Lincoln Ave.
- 24a. [2023-0547](#) Conditional Use Permit for Allis Yards, a proposed 5+ Unit Dwelling, at 1100 S. 70th St.

PUBLIC SAFETY COMMITTEE

25. [2023-0617](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Raniyah Brown.
(First appearance)
26. [2023-0619](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Haylee Wojtczak.
(First appearance)
27. [2023-0625](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Zackery Hanson.
(First appearance)

Public Hearing Items (Public Safety Committee)

28. [2023-0574](#) New application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave.
(NSVR 2)

N. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

**CITY OF WEST ALLIS
ORDINANCE O-2023-0052**

**ORDINANCE TO AMEND ZONING REGULATIONS RELATED TO CHILD CARE
CENTERS, NICOTINE SALES, AND MISCELLANEOUS PROVISIONS**

AMENDING CH. 19

WHEREAS, pursuant to Wis. Stat. 62.23(7)(am), the council may regulate and restrict by ordinance the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, mining, residence or other purposes; and

WHEREAS, the common council may adopt amendments to an existing zoning ordinance after first submitting the proposed amendments to the city plan commission for recommendation and report and after providing a class 2 notice of the proposed amendments and hearings thereon; and

WHEREAS, a hearing was held on the proposed amendments by the common council;

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

SECTION 1: **AMENDMENT** “19.16 Definitions” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.16 Definitions

The terms below shall have the following meanings within this chapter:

Term	Definition
Accessory Building	Any building other than the principal building
Accessory Dwelling Unit	A dwelling unit other than the principal dwelling unit
Accessory Structure	Any structure other than a principal building
Accessory Use	A subordinate use which is clearly and customarily incidental to the principal use on the lot
Adult Day Care Center	The use of a lot in the manner described in Wis. Stat. 49.45(47)(a)

Adult-Oriented Entertainment	The use of a lot in the manner described in WAMC 9.59
Advanced Manufacturing	The act of converting raw materials into finished products by using manual or mechanized transformational techniques in a manner that does not produce any vibration, odor, emission, or noise outside of a building.
Alcohol Beverage Sales	The retail sale of alcohol beverages in the manner described in Wis. Stat. 125.25 and 125.51(2)
Ambulance Services	The use of a lot in the manner described under Wis. Stat. 256.01(2)
Animal Boarding	The boarding, breeding, or training of animals for compensation
Automobile Part Sales	The retail sale of automobile components or accessories
Bed and Breakfast	The use of a lot in the manner described in Wis. Stat. 97.01(1g)
Bicycle Parking Space (indoor)	An area measuring at least 2 feet wide and 6 feet long located inside a building and properly designated for the parking of 1 bicycle
Bicycle Parking Space (outdoor)	An area measuring at least 2 feet wide and 6 feet long located outside a building that includes an anchored structure designed to allow 1 bicycle to be locked to it using common bicycle locks
Bicycle Rack	A structure used to provide bicycle parking space
Building	A structure that shields persons or property from the elements
Building Height	The vertical distance measured from the average established grade at the front lot line to the highest point of a building, including all appurtenances
Building Area	The total area of a building bounded by its exterior walls
Building Coverage	The sum of all building areas on a lot
Car Wash Service	The washing and cleaning of motor vehicles for compensation
Child Care Center	The use of a lot in the manner described in Wis. Stat. 49.136(1)(ad)
Class 1 Collocation of Mobile Service Facility	The use of a lot in the manner described in Wis. Stat. 66.0404(1)(d)
Class 2 Collocation of Mobile Service Facility	The use of a lot in the manner described in Wis. Stat. 66.0404(1)(e)
Civic Institution	Unless more specifically defined, the use of a lot by a governmental entity
Commercial Light Industrial Flex	The light industrial use of a lot to distribute goods that are also sold in an on-site retail space

Community Living Arrangement	The use of a lot in the manner described in Wis. Stat. 46.03(22) , 48.743(1) , 48.02(6) , or 50.01(1)
Conditional Use	A use that is allowed upon meeting all conditions specified in the code and those imposed by the common council
Crematory	The use of a lot in the manner described in Wis. Stat. 440.70(8)
Donation Center	The receiving of donated goods from the public for redistribution to the public at no cost
Drive-Through Service	The delivery of products or services to customers while the customer is inside a vehicle
Dry Cleaning	The use of a lot in the manner described in Wis. Stat. 77.996(2)
Dwelling Unit	A structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one or more persons maintaining a common household, to the exclusion of all others
Electric Vehicle Charging	The use of a lot to supply electrical power in excess of 120 volts to charge fully integrated batteries that set vehicles into motion
Employment Agency	The use of a lot in the manner described in Wis. Stat. 111.32(7)
Event Space	The use of a lot for the gathering of individuals at a specific time for direct or indirect compensation
Family Child Care Home	The use of a lot in the manner described in Wis. Stat. 66.1017(1)(a)
Floor Area Ratio	The numerical value obtained through dividing the gross floor area by the total area of the lot (diagram)
Food Production	The use of a lot in the manner described in Wis. Stat. 97.29(1)(g) where processed food is available to be sold or distributed directly to a consumer
Fuel Sales	The retail sale of vehicle fuel
Funeral Establishment	The use of a lot in the manner described in Wis. Stat. 445.01(6)
General Retail	Unless more specifically defined, the retail sale of goods within a building that has a gross floor area of 8,000 square feet or greater
General Service	Unless more specifically defined, the sale of services within a building that has a gross floor area of 8,000 square feet or greater
Gross Floor Area	The sum of all areas within a building designed to carry a vertical load, excluding any area used exclusively for off-street parking or equipment that provides utilities or climate control to the building
Group Child Care Center	The use of a lot in the manner described in Wis. Stat. 49.136(1)(k)

Heavy Motor Vehicle Sales	The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering any vehicles having a gross vehicle weight rating of 10,001 pounds or greater
Heavy Motor Vehicle Service	The maintenance, repair, or enhancement of motor vehicles having a gross vehicle weight rating of 10,001 pounds or greater for compensation
Home-Based Business	The use of a lot in the manner described in Wis. Adm. Code SPS 361.04(3m) , except a home office
Home Office	The accessory use of a dwelling unit to carry on that occupation to carry on an occupation for which clients do not meet at the dwelling unit and no packages are sent from the dwelling unit
Hospital	The use of a lot in the manner described in Wis. Stat. 50.33(2)
Hotel	The use of a lot in the manner described in Wis. Stat. 97.01(7)
Industrial	Unless more specifically defined, the use of a lot for creating products by combining or connecting other materials
Instruction/Training	The use of a lot for teaching one particular skill or conducting a class on one subject
Large Retail Development	The use of a lot or combination of lots for retail sales with a display area of 50,000 square feet or more
Laundry (self-service)	The use of a display area laundry services performed by the customer through the use of self-service machines
Light Industrial	The use of a lot for creating products by combining or connecting other materials, but only if 1) no noise, vibration, or odor is reasonably detectible from off the lot, 2) no hazardous materials are stored or processed on the lot, 3) no industrial activities take place outside a building, and 4) no material is disbursed in the air from the lot
Light Motor Vehicle Sales	The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering only vehicles having a gross vehicle weight rating of 10,000 pounds or less
Light Motor Vehicle Sales (indoor)	The use of a lot in the manner described in Wis. Stat. 218.0101(23) and offering only vehicles having a gross vehicle weight rating of 10,000 pounds or less entirely within a building
Light Motor Vehicle Service	The maintenance, repair, or enhancement of motor vehicles having a gross vehicle weight rating of 10,000 pounds or less for compensation
Limited Use	A use that is allowed upon meeting all conditions specified in the code

Lodging House	Conducting the activities described in Wis. Stat. 779.43(1)(b)
Lot	A distinct parcel, tract, or area of land established by plat, subdivision, or other instrument recorded in the office of the register of deeds
Lot Coverage	The percentage of the lot which is occupied by buildings (diagram)
Lot Line, Front	If one street borders a lot, the portion of a lot that borders that street. If multiple streets border a lot, the portion of a lot that borders the street deemed primary by the manager of planning and zoning
Lot Line, Rear	The portion of a lot that borders an alley. If no alley exists, the portion of a lot opposite a front lot line.
Lot Line, Side	The portion of a lot that is not a front or rear lot line
Lot Width	The shortest distance between side lot lines at a point midway between the front and rear lot lines
Massage Therapy	The use of a lot in a manner described in Wis. Stat. 460.01(4) for compensation
Medical Clinic	The use of a lot for the provision of outpatient nursing, medical, podiatric, dental, chiropractic, or optometric care and treatment outside of a residence or a hospital
Medical Services	The use of a lot for blood or blood plasma donation, kidney dialysis, birth center services, or treatment of sexually transmitted diseases outside of a residence or a hospital
Mobile Service Support Structure	The use of a lot in a manner described in Wis. Stat. 66.0404(1)(n)
Narcotic Treatment Service	The use of a lot in a manner described in Wis. Stat. 51.4224(1)(a) outside of a hospital
Neighborhood Retail	Unless more specifically defined, the retail sale of goods within a building that has a gross floor area of less than 8,000 square feet
Neighborhood Service	Unless more specifically defined, the sale of services within a building that has a gross floor area of less than 8,000 square feet
Nicotine Sales	The use of 20 10% or more of a gross floor area for the retail sale of any cigarettes, tobacco products, nicotine products, or and any device used to ingest cigarettes, tobacco products, or nicotine products
Nominal Price Retail	The retail sale of primarily inexpensive general merchandise at a price of \$10.00 per item or less

Outdoor Dining	The use of a lot for consumption of food outside of a building on the premises of a restaurant
Outdoor Display	The presentation outside of a building of goods offered for retail sale or examples of goods offered for retail sale
Outdoor Storage	Except for outdoor displays, the placement of any items outside a building for the purpose of storing the items for more than 24 consecutive hours
Parking Lot	A structure that is not a building which is built at grade and used to facilitate the ingress, egress, and parking of motor vehicles
Parking Structure	A building used to facilitate the ingress, egress, and parking of motor vehicles
Pawnbroker	The purchasing and selling of articles or jewelry in a manner described in Wis. Stat. 134.71(1)(e)
Payday Lender	The use of a lot in a manner described in Wis. Stat. 62.23(7)(hi)1.b.
Permitted Use	A use that is allowed without any specified conditions
Principal Building	The building on a lot in which a principal use is primarily conducted
Principal Dwelling Unit	The dwelling unit or units located within the principal building
Principal Use	A primary or predominant use of a premises
Production/Repair	The accessory use of a lot to produce or service items similar to those sold on-site at retail as a principal use
Public Park	A lot that is primarily used for recreational activity and open to the public at no cost
Public Utility Service Structure	A structure that is exclusively used to provide public utilities
Recreation	The use of a lot for conducting live sports, activities, or games of skill for the entertainment of participants
Recreation (indoor)	The use of a lot for conducting live sports, activities, or games of skill for the entertainment of participants entirely within a building
Religious Institution	The use of a lot for the assembly of persons for religious purposes and related use for religious ceremonies, purposes, and events
Research Laboratory	The use of a lot for testing, investigation, development, or verification of scientific processes to advance technology
Residential Care Service	The use of a lot as a nursing home as described in Wis. Stat. 50.01(3) , a hospice as described in Wis. Stat. 50.90(1) , or a

	residential care apartment complex as described in Wis. Stat. 50.034
Restaurant	The use of a lot in the manner described in Wis. Stat. 97.01(14g)
Restricted Manufacturing	The preparation, processing, assembling, or packing of a product that may be lawfully advertised as blind-made under Wis. Stat. 47.03(3)(a)
School	The use of a lot for teaching more than one skill or conducting classes on more than one subject
Secondhand Article or Jewelry Sales	The purchasing and selling of articles or jewelry in the manner described in Wis. Stat. 134.71(1)(g) or (h)
Self-Service Storage	A type of light industrial use of a lot in a manner described in Wis. Stat. 704.90(1)(g)
Setback	The distance between a lot line and a building or structure
Short-Term Rental	The use of a lot in a manner described in Wis. Stat. 66.0615(1)(dk)
Site Plan	A document or set of documents that show the physical layout of a lot, landscaping arrangement and description, and architectural drawings of any structures located on the lot
Sport Shooting Range	The use of a lot in the manner described in Wis. Stat. 66.0409(1)(c)
State Fair Use	The use of a lot in a manner authorized under Wis. Stat. 42.01
Structure	Any object that is affixed to the ground and not created by nature
Substation	A structure used for the transmission or distribution of electrical power, light, heat, water, gas, sewer, telegraph or telecommunication services
Tavern	The retail sale of alcohol beverages in the manner described in Wis. Stat. 125.26 and 125.51(3)
Theater	The use of a lot for the exhibition of a motion picture or performing arts to the public
Thrift Retail	The receiving of donated goods from the public for on-site sale of those goods to the public
Use	A constant, occasional, or isolated act taking place with or without the knowledge of any person occupying a lot
Utility Pole	A structure described in Wis. Stat. 66.0414(1)(x) or any structure designed solely for the collocation of small wireless facilities
Veterinary Services	The use of a lot for the practice of veterinary medicine under Wis. Stat. 89.02(6)

Warehousing, Private	A type of light industrial use of a lot for the storage of property owned by the operator and intended for wholesale or retail distribution
Warehousing, Public	A type of light industrial use of a lot in the manner described in Wis. Stat. 99.01(3)
Waste Services	The use of a lot as a solid waste facility under Wis. Stat. 289.01(35) , pyrolysis facility under Wis. Stat. 289.01(27m) , or gasification facility under Wis. Stat. 289.01(9m)
Wireless Support Structure	A structure described in Wis. Stat. 66.0414(1)(zp) that actually used to support small wireless facilities
Yard	Any part of a lot that is not within a building
Yard, Front	The part of a lot from the front lot line to the principal building and any adjacent land (see image)
Yard, Rear	The part of a lot from the rear lot line to the principal building and any adjacent land (see image)
Yard, Side	The part of a lot that is not a rear or front yard

SECTION 2: **AMENDMENT** “19.32 Principal Uses” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.32 Principal Uses

The following table identifies the principal uses allowed in each zoning district. Each use is given one of the following designations: P (Permitted Use), L (Limited Use), or C (Conditional Use). Uses without a designation are not permitted.

Light Motor Vehicle Sales

Residential & Lodging	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
1-Unit Dwelling	P	P	P	P	P	L	L	L	L				

2-Unit Dwelling	L	L	P	P	P	L	L	L	L				
3- to 4-Unit Dwelling				P	P	P	P	P	P				
Dwelling with 5+ Units				C	P	C	C	C	C				
Bed and Breakfast	C	C	C	C	C								
Community Living Arrangement (8 or fewer persons)	P	P	P	P	P		P	P	P				
Community Living Arrangement (9 or more persons)				C	C		C	C	C				
Hotel						C	C	C	C	C	C		
Lodging House					C								
Residential Care Service	C	C	C	C	C		C	C	C	C	C		
Short-Term Rental	P	P	P	L	L	L	L	L	L	L			
Retail	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Neighborhood Retail						P	P	P	P	P	P		
General Retail								P	P	P	P		
Large Retail Development								C	C	C	C		
Alcohol Beverage Sales							P	P	P	P	P		
Nicotine Sales								L	L	L	L		
Nominal Price Retail									L				
Pawnbroker Sales									C				
Secondhand Jewelry Sales									C				
Thrift Retail									C				
Service	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Neighborhood Service						P	P	P	P	P	P		
General Service								P	P	P	P		
Tavern						P	P	P	P	P	P		
Restaurant (limited)						L	L	L	L	L	L		

Restaurant						C	C	C	C	C	C		
Animal Boarding										C	P		
Dry Cleaning								C	C	C	C		
Employment Agency						L	L	L	L	P	P		
Food Production (limited)						L	L	L	L	L	L		
Food Production						C	C	C	C	P	P		
Laundry (self-service)						C	P	P	P	P	P		
Massage Therapy						C	C	C	C	C	C		
Payday Lender									C	C	C		
Civic & Institutional													
	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Adult Day Care Center	C	C	C	C	C		P	P	P	P	P	C	
Child Care Center (8 or fewer children)	PE	PE	PE	PE	PE		PE	PE	PE	PE	PE	PE	
Civic Institution					C	C	C	C	C	C	C		
Event Space or Theater (less than 5,000 sq. ft.)					C	P	P	P	P	P	P		
Event Space or Theater (5,000 or more sq. ft.)						C	C	C	C	P	P		
Funeral Establishment							C	C	C	C	C		
<u>Group Child Care Center</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
Religious Institution	C	C	C	C	C		C	C	C	P	P	C	
School	C	C	C	C	C		C	C	C	C	C	C	
Parks & Recreation													
	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Public Park	C	C	C	C	C	C	C	C	C	C	C	P	
Instruction/Training (30 or fewer persons at one time)						P	P	P	P	P	P		
Instruction/Training (31 or more persons at one time)						C	C	C	C	C	C		
Recreation (indoor)						C	C	C	C	P	P	P	

Recreation											C	P	P	
Sport Shooting Range									P	P	P			
Industrial	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF	
Advanced Manufacturing								C	C	P	P			
Commercial Light Industrial Flex								C	C	C	P			
Light Industrial										L	L			
Heavy Industrial											C			
Restricted Manufacturing								C	C	C	C			
Medical	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF	
Ambulance Services										C	P			
Hospital					C			C	C	C	C			
Medical Clinic						P	P	P	P	P	P			
Medical Service							P	P	P	P	P			
Narcotic Treatment Service									L	L	L			
Veterinary Services						C	C	C	C	P	P			
Automotive	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF	
Automobile Parts Sales								P	P	P	P			
Car Wash Service									C	C	L			
Fuel Sales							C	C	C	C	C			
Heavy Motor Vehicle Sales										C	P			
Heavy Motor Vehicle Service											C			
Light Motor Vehicle Sales (indoor)								C	C	C	P			
Light Motor Vehicle Sales									C	C	P			
Light Motor Vehicle Service							C	C	C	C	C			

Infrastructure	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Class 1 Collocation of Mobile Service Facility	C	C	C	C	C	C	C	C	C	C	C	C	C
Class 2 Collocation of Mobile Service Facility	P	P	P	P	P	P	P	P	P	P	P	P	P
Mobile Service Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C
Parking Lot										L	L		
Parking Structure										L	L		
Public Utility Service Structure (at least 25 sq. ft. or at least 6 feet above grade) (less than 25 sq. ft. and less than 6 feet above grade)	P	P	P	P	P	P	P	P	P	P	P	C	
Public Utility Service Structure	C	C	C	C	C	C	C	C	C	C	C	C	
Substation										C	P	C	
Utility Pole										C	C		
Other	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Adult-Oriented Entertainment								C	C	C	C		
Donation Center								C	C	C	C		
Research Laboratory								C	C	C	P		
State Fair Use													P

SECTION 3: AMENDMENT “19.33 Limited Use Criteria” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.33 Limited Use Criteria

The following limited uses shall be permitted as principal uses upon satisfying the criteria below.

1. Residential & Lodging

Principal Use	District(s)	Criteria
1-Unit Dwelling	C-1	Permitted if located above the grade-level floor
1-Unit Dwelling	C-2, C-3, C-4	Permitted if located on a lot platted or recorded prior to the adoption of this ordinance which meets the lot <u>building size and location</u> requirements of <u>the RB district under WAMC 19.41</u>
1-Unit Dwelling	C-2, C-3, C-4	Permitted if located on a lot that has another principal use
2-Unit Dwelling	RA-1, RA-2	Permitted on lots with a side or rear lot line adjacent to or separated by an alley from a lot in a commercial or industrial district. Common Council may grant exceptions for lots that share a side lot line with a lot adjacent to a commercial or industrial district
2-Unit Dwelling	C-1	Permitted if located above the grade-level floor
2-Unit Dwelling	C-2, C-3, C-4	Permitted if located on a lot platted or recorded prior to the adoption of this ordinance which meets the lot <u>building size and location</u> requirements of <u>the RB district under WAMC 19.41</u>
2-Unit Dwelling	C-2, C-3, C-4	Permitted if located on a lot that has another principal use
Short-Term Rental	RB, RC, C-1, C-2, C-3, C-4	Permitted if structure is a 1-Unit, 2-Unit, or 3-4 Unit Dwelling

2. Retail

Principal Use	District(s)	Criteria
Nicotine Sales	C-3, C-4, I-1, I-2	Permitted if the lot is located at least 1,000 2,000 feet from any lot where the following are located: lots-zoned P arks, S chools, L ibraries, or any lot for which a cigarette and tobacco products retailer license has been issued
Nominal Price Retail	C-4	Permitted if the lot is located more than 1,000 feet from any lot where another Nominal Price Retail use is located

3. Service

Principal Use	District(s)	Criteria
Employment Agency	C-1, C-2, C-3, C-4	Permitted if not providing transportation for temporary employees to work sites
Food Production (limited)	C-1, C-2, C-3, C-4, I-1, I-2	Permitted if: - gross floor area is less than 2,000 square feet, - premises are closed between 12 a.m. and 6 a.m. at all times, and - premises are closed after 10 p.m. Sunday through Thursday
Restaurant (limited)	C-1, C-2, C-3, C-4, I-1, I-2	Permitted if: - gross floor area is less than 2,000 square feet, - premises are closed between 12 a.m. and 6 a.m. at all times, and - premises are closed after 10 p.m. Sunday through Thursday

4. Civic & Institutional

Principal Use	District(s)	Criteria

5. Parks & Recreation

Principal Use	District(s)	Criteria

6. Industrial

Principal Use	District(s)	Criteria
Light Industrial	I-1, I-2	Self-storage is permitted only if lot is at least 2 acres and at least 20% of the lot is landscaped
Light Industrial	I-1, I-2	Public warehousing is permitted only if at least 20% of the lot is landscaped
Light Industrial	I-1, I-2	Private warehousing is permitted only if at least 20% of the lot is landscaped

7. Medical

Principal Use	District(s)	Criteria
Narcotic Treatment Service	C-4, I-1, I-2	Permitted if the lot is located at least 250 feet from any lot where the following are located: lots in a Residential District or developed for residential use, lots zoned P, Schools, or another Narcotic Treatment Service use

8. Automotive

Principal Use	District(s)	Criteria
Car Wash Service	I-2	Permitted if not located on a lot which shares a lot line with a lot zoned residential

9. Infrastructure

Principal Use	District(s)	Criteria
Parking Lot	I-1, I-2	Permitted only if at least 20% of the lot is landscaped (See Subch. V) Permitted only if at least 20% of the lot is landscaped (See Subch. V)
Parking Structure	I-1, I-2	

10. Other

Principal Use	District(s)	Criteria

SECTION 4: **AMENDMENT** “19.35 Accessory Uses” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

19.35 Accessory Uses

The following table identifies the accessory uses allowed in each zoning district. Each use is given one of the following designations: P (Permitted Use), L (Limited Use), or C (Conditional Use). Uses without a designation are not permitted.

Accessory Use	RA -1	RA -2	RA -3	RB	R C	C- 1	C- 2	C- 3	C- 4	I-1	I-2	P	SF
Accessory Dwelling Unit	L	L	L	L	L		L	L	L				
Animal Boarding						C	C	L	L	L	L		
Class 1 Collocation of Mobile Service Facility	C	C	C	C	C	C	C	C	C	C	C	C	C
Class 2 Collocation of Mobile Service Facility	P	P	P	P	P	P	P	P	P	P	P	P	P
Drive-Through Service						C	C	C	C	C	C		
Electric Vehicle Charging	L	L	L	L	L	L	L	L	L	L	L	L	L
<u>Family Child Care Home</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>								
Home-Based Business	L	L	L	L	L	L	L	L	L	L			
Home Office	P	P	P	P	P	P	P	P	P	P			
Instruction/Training (15 or fewer persons at one time)						P	P	P	P	P	P		
Instruction/Training (16 or more persons at one time)						C	C	C	C	C	C		
Outdoor Dining						L	L	L	L	L	L		
Outdoor Sales/Displays						C	C	C	C	C	C		
Outdoor Storage (including vehicles)								C	C	L	L		
Mobile Service Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C
Parking Lot/Structure					P	P	P	P	P	P	P	P	P
Production/Repair (less than 5,000 sq. ft.)						P	P	P	P	P	P		
Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P
Wind Energy System	C	C	C	C	C	C	C	C	C	C	C	C	C
Wireless Support Structure	L	L	L	L	C	C	C	C	P	P	P	C	P

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
October 3, 2023 at 7:00PM**

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

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on October 3, 2023 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following:

Conditional Use Permit for Wedgewood Motor Works, a proposed Light Motor Vehicle Service use, at 5110 W. Lincoln Ave.

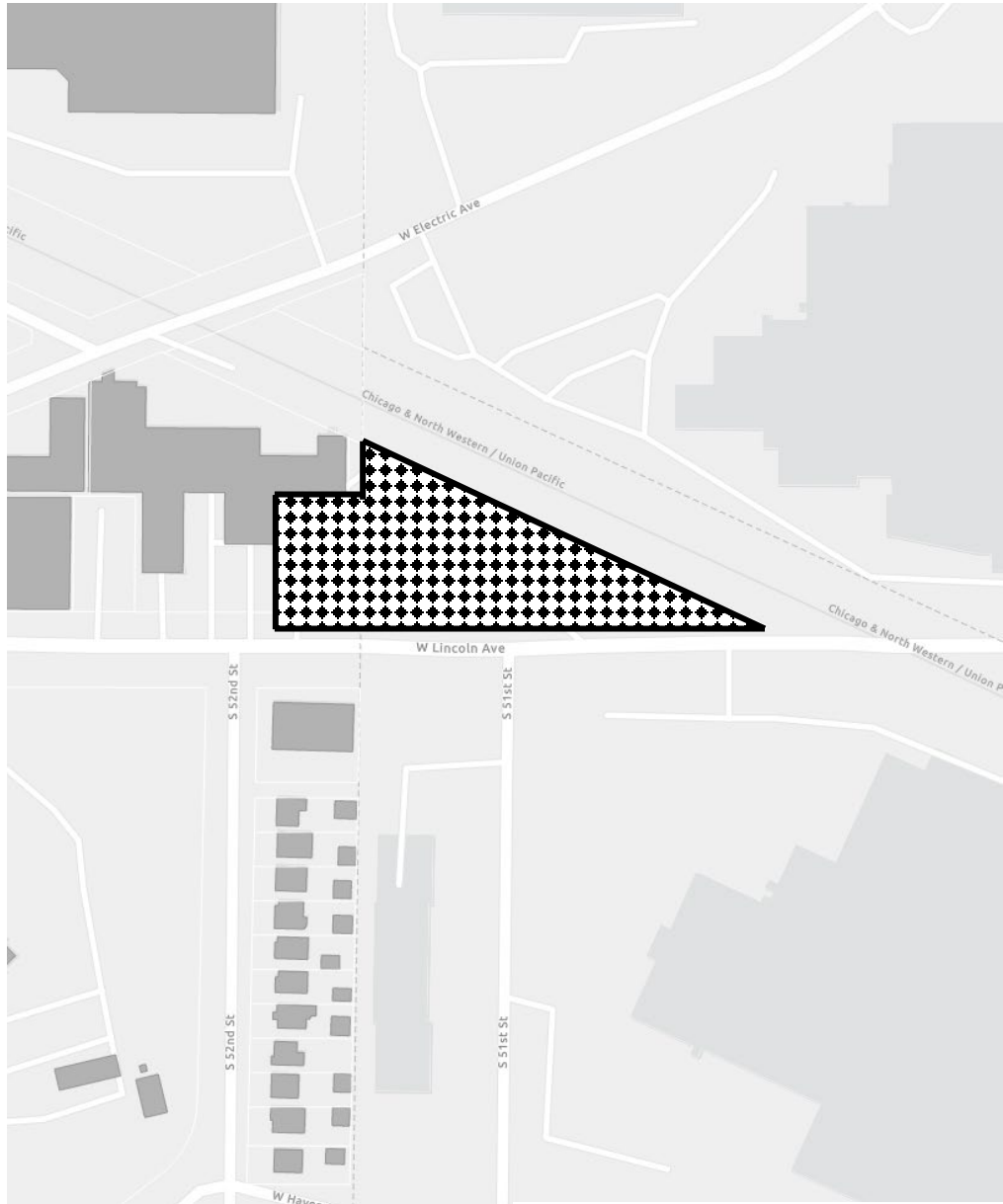
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and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

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

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

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

Conditional Use Permit for Wedgewood Motor Works, a proposed Light Motor Vehicle Service use, at 5110 W. Lincoln Ave.



Legend

- Parcel
- Structure
- Project Area



**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
October 3, 2023 at 7:00PM**

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

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on October 3, 2023 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following:

Conditional Use Permit for Allis Yards, a proposed 5+ Unit Dwelling, at 1100 S. 70th St.

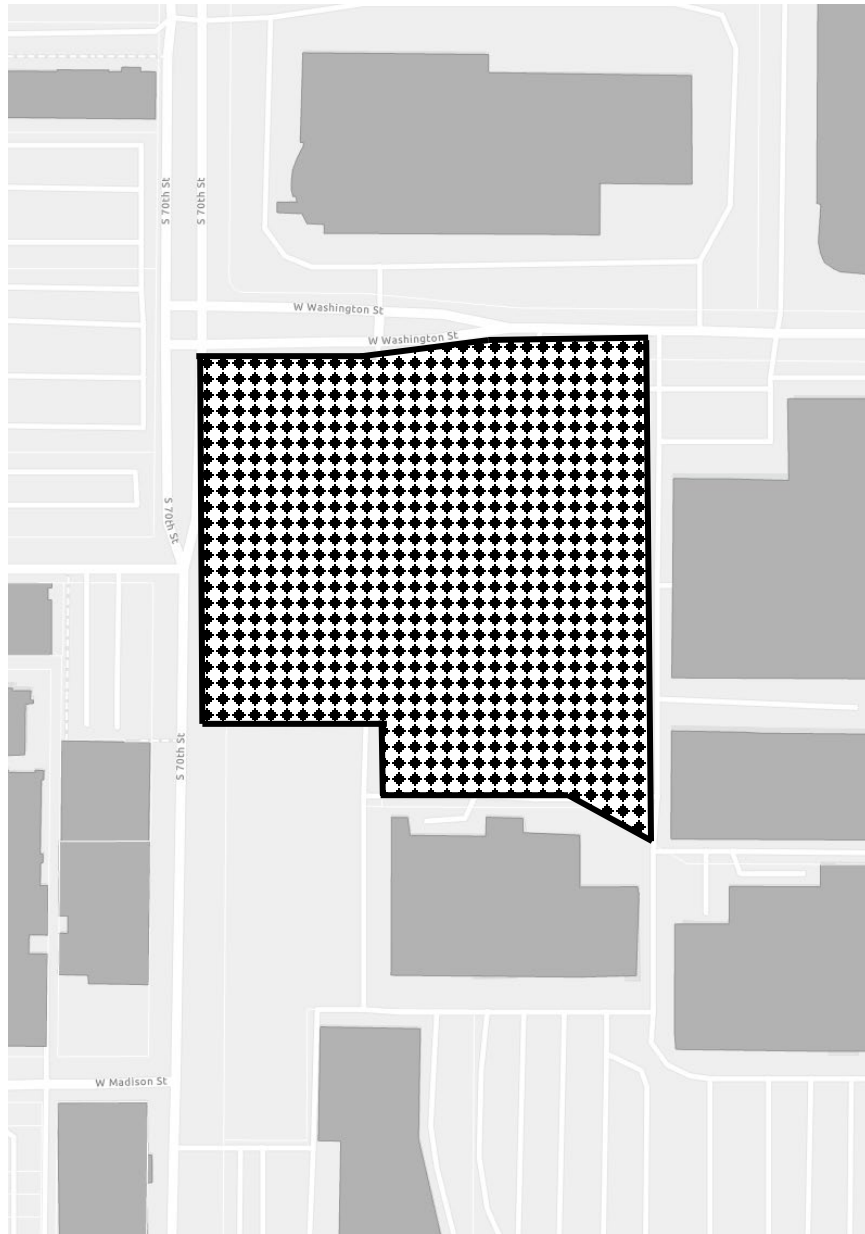
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and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

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

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

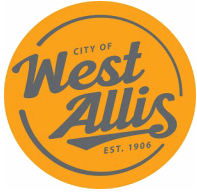
LIMITED ENGLISH PROFICIENCY STATEMENT: It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing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

Conditional Use Permit for Allis Yards, a proposed 5+ Unit Dwelling, at 1100 S. 70th St.



Legend

- Parcel
- Structure
- Project Area



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Alderson Thomas G. Lajsic, Council President

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

Tuesday, September 19, 2023

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

Led by Ald. Weigel.

D. PUBLIC HEARINGS

1. [2023-0574](#) New application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave. (NSVR 2)

Committee Action:

Ald. Weigel moved to hold until 10/3 and public notice could be modified, Ald. Grisham seconded, motion carried.

E. CITIZEN PARTICIPATION

Amanda Gonzalez, 934 S. 90th St., spoke about concerns with the Hwy 100 & Cleveland Ave. intersection dangers where her grandfather was killed.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

G. MAYOR'S REPORT

Mayor Devine spoke about the Summer Concert Series this Thursday from 5-8pm and Hispanic Heritage Month from 9/15-10-15.

H. ALDERPERSON'S REPORT

Ald. Vitale spoke about the notification procedure.

I. APPROVAL OF MINUTES

2. [2023-0579](#) September 5, 2023 Common Council Minutes.

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

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Block Vote

Ald. Lajsic moved to approve the Consent Agenda, items #3 - #15, Ald. Reinke seconded, motion carried by roll call vote:

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

No: 0

- 3. [O-2023-0065](#) Ordinance to amend Section 11.13 Park and Parklands and create Section 11.135 Terraces and Boulevards.

Sponsors: Alderperson Roadt

Passed

- 4. [O-2023-0066](#) Ordinance to classify the new position title of Deputy Clerk - Elections and reclassify the position of Director of Communications.

Sponsors: Alderperson Haass

Passed

- 5. [R-2023-0630](#) Resolution to facilitate the purchase of 550 96-gallon garbage carts and 30 64-gallon garbage carts in the amount of \$32,060.

Sponsors: Public Works Committee

Adopted

- 6. [R-2023-0631](#) Resolution to approve agreements with various Community Development Block Grant recipients and City Departments for projects funded by 2023 Community Development Block Grant funds.

Adopted

- 7. [R-2023-0632](#) Resolution to extend the terms and conditions on a loan agreement with CRH - Office, LLC, located at 901 S. 70th St.

Adopted

- 8. [R-2023-0637](#) Resolution to authorize the Director of Public Works to amend an existing agreement with Mead & Hunt, Inc. (formerly Symbiont, Inc.) for GIS support services related to the design of a lead service line GIS application in an amount not to exceed \$14,500.

Sponsors: Public Works Committee

Adopted

9. [R-2023-0638](#) Resolution to approve sole source purchase of Express Vote machines from Election Systems & Software.
Adopted
10. [2023-0576](#) Finance Director/Comptroller submitting report for August 2023 indicating City of West Allis checks issued in the amount of \$5,776,371.96.
Placed on File
11. [2023-0578](#) Class B Tavern Temporary Premise & Entertainment Extension request for a one-day event for Lawrence Pryor, d/b/a Buzzard's Nest, 6000 W. Mitchell St. on October 14, 2023.
Granted
12. [2023-0583](#) Claim by Yvonne Stewart for alleged vehicle damage on May 23, 2023, on W. National Ave. in West Allis.
Referred to City Attorney
13. [2023-0585](#) Claim by Omar Malone for alleged vehicle damage on August 17, 2023, at 1744 S. 63rd St. alley/parking lot.
Referred to City Attorney
14. [2023-0592](#) Appointment by Mayor Devine of Lisa Coons to the Plan Commission for a 3-year term to expire September 19, 2026.
Approved
15. [2023-0594](#) Appointment by Mayor Devine of Eric Torkelson to the Capital Improvement Parks Subcommittee for a 2-year term to expire September 19, 2025 and other members as listed on attachment.
Approved

L. COMMON COUNCIL RECESS

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

The Council recessed at 7:16 p.m. and returned at 8:05 p.m.

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

None.

PUBLIC WORKS COMMITTEE

None.

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 7:20 p.m.

16. [2023-0581](#) New application for Public Entertainment Premise Licenses for Ope Brewing Company, LLC, d/b/a Ope Brewing Company, 6751 W. National Ave. Agent: John Onopa.

Committee Action:

Ald. Kuehn moved to grant, Ald. Vitale seconded, motion carried.

Council Action:

Ald. Lajsic moved to grant, motion carried by following roll call vote:

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

No: 0

17. [R-2023-0527](#) Resolution to request variance review for U-Haul at 800 S. and 924 S. 108th St.

Sponsors: Alderperson Reinke and Alderperson Haass

Committee Action:

Ald. Haass moved to adopt, Ald. Vitale seconded, motion carried with Nays from Ald. Weigel and Ald. Kuehn.

Ald. Kuehn moved to adjourn at 7:44 p.m., Ald. Haass seconded, motion carried.

Council Action:

Ald. Lajsic moved to adopt, motion carried by following roll call vote:

Aye: 7 - Ald. Haass, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Vitale

No: 3 - Ald. Grisham, Ald. Kuehn, Ald. Weigel

PUBLIC SAFETY COMMITTEE

Committee convened at 7:46 p.m.

Passed The Block Vote

Ald. Grisham moved to approve the items #18 - #22, motion carried by roll call vote:

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

No: 0

18. [2023-0519](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for James Ewald.
(Second appearance)

Committee Action:

Ald. Stefanski moved to deny due to non-appearance and police report, Ald. Reinke seconded, motion carried.

Council Action: Denied

- 19. [2023-0541](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Janet Welch.
(Second appearance)
Committee Action:
Ald. Stefanski moved to deny due to non-appearance and police report, Ald. Reinke seconded, motion carried.

Council Action: Denied

- 20. [2023-0544](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Nicole Burke.
(Second appearance)
Committee Action:
Ald. Reinke moved to grant, Ald. Stefanski seconded, motion carried.

Council Action: Granted

- 21. [2023-0580](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Christina Poe.
(First appearance)
Committee Action:
Ald. Stefanski moved to grant, Ald. Turner seconded, motion carried.

Council Action: Granted

- 22. [2023-0574](#) New application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave.
(NSVR 2)
Committee Action:
Ald. Stefanski moved to hold, Ald. Reinke seconded, motion carried.

Committee adjourned at 8:03 p.m.

Council Action: Held

N. ADJOURNMENT

Ald. Lajsic moved to adjourn at 08:10 p.m., Ald, Stefanski seconded, motion carried.

Next scheduled meeting is October 3, 2023 at 7:00 p.m.

YouTube Meeting Links for September 19, 2023:

Common Council Part 1

<https://www.youtube.com/watch?v=fWqOr5IYmXI>

Recess - Administration & Economic Development

<https://www.youtube.com/watch?v=G2p5G6Z5-T4&t=9s>

Recess - Public Works & Public Safety

<https://www.youtube.com/watch?v=kzhH3s-ULd0>

Common Council Part 2

<https://www.youtube.com/watch?v=bSLclrCukRw>



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT COMMITTEE REVIEW

Record #:

Applicant's Full Name:
Anthony Burgarino

Agent's Full Name:
Anthony James Burgarino

License Type(s):
Class B Tavern
Public Entertainment Premises

Legal Name:
2 Plus 2 Success

DBA/Trade/Business Name:
LA PUB & GRILL

Business Address:
5832 W Lincoln Ave

Types of Entertainment:
Yes
Juke Box, DJ's & Amusement Machines

Premise Description:

Alcohol will be stored:
Behind Bar, in basement cooler

Alcohol will be sold/consumed:
On premise abd on patio in back of building

Alcohol beverage receipts location:
on premise

Hours of Operation:

Sunday: 11:00AM - 10:00PM

Thursday: 11:00AM - 12:00AM

Monday: 11:00AM - 10:00PM

Friday: 11:00AM - 12:00AM

Tuesday: 11:00AM - 10:00PM

Saturday: 11:00AM - 2:00AM

Wednesday: 11:00AM - 10:00PM

Date Applied:
March 14, 2023

Legal Notice Published On:
April 14, 2023

PROJECT INFORMATION:

CLIENT:

2 PLUS 2 SUCCESS, LLC
 104 S. MAIN STREET
 THIENSVILLE, WI 53092
 CONTACT: ANTHONY BURGARINO
 PHONE: 920-323-1364
 EMAIL: tonyb@battagliafoods.com

GENERAL CONTRACTOR:

TBD

HVAC CONTRACTOR:

TBD

ELECTRICAL CONTRACTOR:

TBD

PLUMBING CONTRACTOR:

TBD

SCOPE OF WORK:

THIS PROJECT INVOLVES INTERIOR ALTERATIONS TO THE EXISTING BUILDING. CONSTRUCT NEW BAR AND KITCHEN AREAS. CONSTRUCT NEW ADA TOILET ROOMS. RELOCATE STAIRS TO BASEMENT.

REPAIR MASONRY PARAPET AT SOUTH WALL.

CREATE NEW OUTDOOR SEATING AREA ON RAISED CONCRETE PATIO WITH INTEGRAL RAMP TO PROVIDE ACCESSIBILITY TO INTERIOR OF BUILDING AND PATIO SEATING.

GENERAL NOTES:

1. THE ARCHITECT / ENGINEER MAINTAINS NO RESPONSIBILITY FOR THE GENERAL CONTRACTOR, SUBCONTRACTORS OR THOSE WORKING IN SUCH CAPACITIES, FOR THE MEANS OR METHODS USED, OR LACK THEREOF, IN THE EXECUTION OF THE WORK AND SAFETY PROCEDURES AND PRECAUTIONS TAKEN AT THE PROJECT SITE.
2. ALL CONSTRUCTION SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
3. CONTRACTORS SHALL COMPLY WITH THE LATEST (OSHA) OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
4. CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY - UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS - FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS; FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING, BRACING, SCAFFOLDING, FORMWORK ERECTION, ETC.); FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON THE JOB SITE; AND FOR PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
5. VARIATIONS IN FIELD CONDITIONS RELATIVE TO THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT / ENGINEER. WORK SHALL NOT PROGRESS UNTIL WRITTEN PERMISSION FROM THE ARCHITECT / ENGINEER IS OBTAINED.
6. THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, APPLICABLE STANDARDS, CODES, ETC., INCORPORATED THEREIN BY REFERENCE, OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
7. UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS AND CONDITIONS ELSEWHERE.
8. DRAWINGS ARE NOT TO BE USED FOR SHOP DETAILING OR FOR CONSTRUCTION UNLESS SPECIFICALLY STAMPED BY THE ARCHITECT / ENGINEER ON THE DRAWINGS "FOR DETAILING" OR "FOR CONSTRUCTION". THESE DRAWINGS ARE NOT TO BE REPRODUCED FOR THE PURPOSE OF USING THEM AS SHOP DRAWINGS.
9. ARCHITECT / ENGINEER'S REVIEW OF DRAWINGS PREPARED BY THE CONTRACTORS, SUPPLIERS, ETC., ARE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT. CONSTRUCTION SHALL NOT START WITHOUT SAID REVIEW, AND ONLY SHOP DRAWINGS STAMPED BY THE ARCHITECT / ENGINEER WILL BE ALLOWED AT THE JOB SITE.
10. SEE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL OPENINGS, SLEEVES, EQUIPMENT PADS, DEPRESSIONS, CURBS, INSERTS, FLOOR FINISHES AND OTHER EMBEDDED ITEMS.
11. UNLESS OTHERWISE NOTED OR SHOWN, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND PLACEMENT OF ANY INSERTS, HANGERS, ANCHOR BOLTS, HOLES OR PIPE SLEEVES THAT ARE REQUIRED BY THE MECHANICAL, ELECTRICAL OR PLUMBING EQUIPMENT.
12. ALL DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO BE CHECKED BY THE CONTRACTORS AGAINST ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. CONTRACTORS SHALL BE FULLY RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL DIMENSIONS ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS AND RESPECTIVE TRADES.
13. THIS PROJECT IS BEING DESIGNED AND CONSTRUCTED UTILIZING A DESIGN / BUILD DELIVERY PROCESS FOR THE MAJOR SUBCONTRACTOR TRADES OF MECHANICAL (HVAC), ELECTRICAL, PLUMBING AND FIRE PROTECTION SYSTEMS. EACH SUBCONTRACTOR IS RESPONSIBLE TO SUBMIT PLANS AND OBTAIN PERMITS FOR THEIR RESPECTIVE SPECIALTY TRADES. GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL WORK WITHIN THE SCOPE OF THIS PROJECT FOR SYSTEMS INSTALLATION, INTERFERENCE CONTROL AND PROJECT CONSTRUCTION SCHEDULE.
14. INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E 84 OR UL 723. THEIR FLAME SPREAD AND SMOKE-DEVELOPED INDEXES SHALL BE:
 CLASS A: FLAME SPREAD INDEX 0-25;
 SMOKE-DEVELOPED INDEX 0-450
 CLASS B: FLAME SPREAD INDEX 26-75
 SMOKE-DEVELOPED INDEX 0-450
 CLASS C: FLAME SPREAD INDEX 76-200
 SMOKE-DEVELOPED INDEX 0-450
15. INTERIOR WALL AND CEILING FINISHED SHALL COMPLY WITH TABLE 805.9 WITH A MINIMUM RATING OF CLASS C.
16. INTERIOR FLOOR FINISH AND FLOOR COVERING MATERIALS SHALL COMPLY WITH THE DOC F-1 "PILL TEST".
17. FIRE EXTINGUISHERS WITH A MINIMUM 2-A RATING PER NFPA 10 SHALL BE PROVIDED, INSTALLED AND MAINTAINED AS REQUIRED BY LOCAL GOVERNING CODES. THE NUMBER AND TYPE OF EXTINGUISHERS SHALL BE DETERMINED BY THE LOCAL FIRE DEPARTMENT AND THE LANDLORD'S INSURANCE CARRIER MAXIMUM TRAVEL DISTANCE TO EXTINGUISHERS SHALL BE 75 FEET. FIRE EXTINGUISHERS SHALL BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR.

CODE INFORMATION:

REFERENCED CODES ARE: IBC 2015; IEBC 2015; ICC/ANSI A117.1-2009

USE AND OCCUPANCY CLASSIFICATION:
 ASSEMBLY, GROUP A-2 (SECTION 303.3)

TYPE OF CONSTRUCTION:
 TYPE IIIB (CHAPTER 6); CONCRETE MASONRY

CLASSIFICATION OF WORK:
 ALTERATION - LEVEL 3 (CHAPTER 9)
 EXISTING BUILDING IS ONE STORY IN HEIGHT

BUILDING IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM (NFPA 13)

ALLOWABLE BUILDING HEIGHT (TABLE 504.3 & 504.4):
 ASSEMBLY GROUP A-2 (TYPE IIIB) 55 FEET/ 2 STORIES ABOVE GRADE PLANE

ALLOWABLE BUILDING AREA (TABLE 506.2):
 ASSEMBLY GROUP A-2 TYPE IIIB 9,500 SQ. FT. OF FLOOR AREA PER STORY

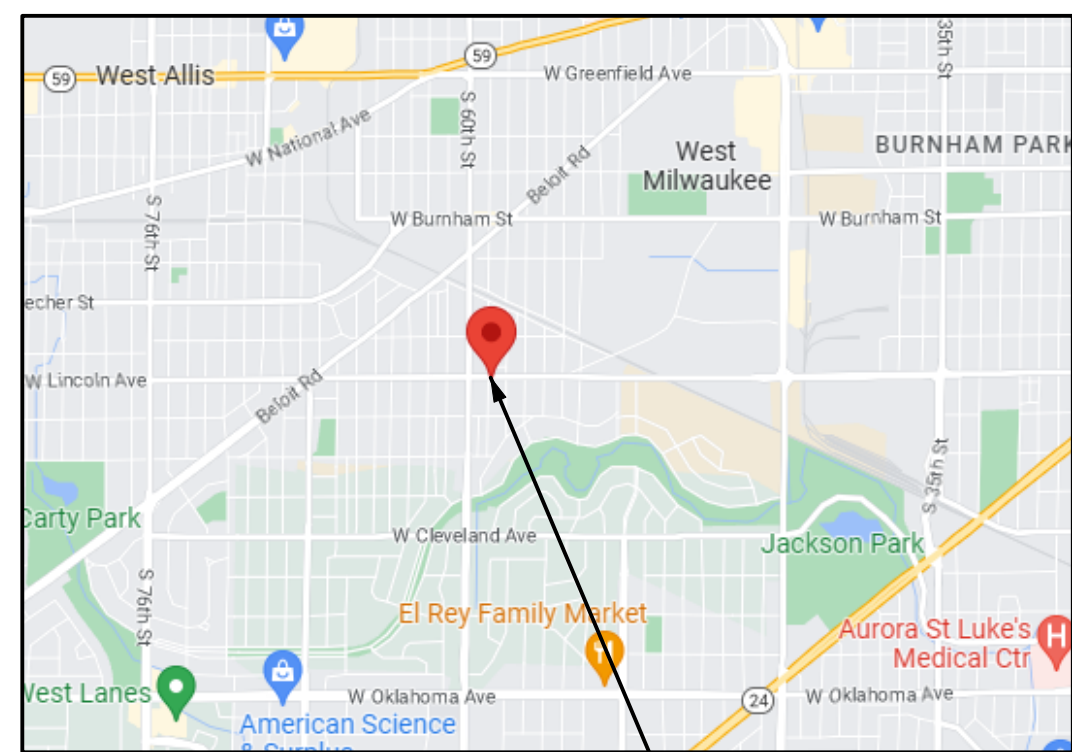
ACTUAL BUILDING FLOOR AREA:
 FIRST FLOOR: 1,919 GROSS SQ. FT.
 BASEMENT: 1,560 GROSS SQ. FT.
 TOTAL FLOOR AREA: 3,479 GROSS SQ. FT.

FIRE-RESISTANCE RATING REQUIREMENTS (TABLE 601 & 602):
 PRIMARY STRUCTURAL FRAME 0 HOUR RATING
 BEARING WALLS (EXTERIOR) 2 HOUR RATING
 BEARING WALLS (INTERIOR) 0 HOUR RATING
 NONBEARING WALLS & PARTITIONS (EXTERIOR)
 FIRE SEPARATION DISTANCE 0 - 5 FT. 1 HOUR RATING
 FIRE SEPARATION DISTANCE 5 - 10 FT. 1 HOUR RATING
 FIRE SEPARATION DISTANCE 10 - 30 FT. 1 HOUR RATING
 FIRE SEPARATION DISTANCE ≥ 30 FT. 0 HOUR RATING
 NONBEARING WALLS & PARTITIONS (INTERIOR) 0 HOUR RATING
 FLOOR CONSTRUCTION & SECONDARY MEMBERS 0 HOUR RATING
 ROOF CONSTRUCTION & SECONDARY MEMBERS 0 HOUR RATING

OCCUPANT LOAD (MAXIMUM NUMBER OF OCCUPANTS): 80 OCCUPANTS

PLUMBING FIXTURE REQUIREMENTS: (80 TOTAL OCCUPANTS)
 WATER CLOSETS REQUIRED: 1 PER 40, THEREFORE 2 REQUIRED
 WATER CLOSETS PROVIDED: 2 WATER CLOSETS
 LAVATORIES REQUIRED: 1 PER 75, THEREFORE 2 REQUIRED
 LAVATORIES PROVIDED: 2 LAVATORIES
 DRINKING FOUNTAIN REQUIRED: 1 PER 500, THEREFORE 1 REQUIRED
 DRINKING FOUNTAIN PROVIDED: 1 WATER COOLER PER SPS 362.2902(1)(a)2/EXEMPT
 SERVICE SINKS REQUIRED: 1 SINK
 SERVICE SINKS PROVIDED: 1 SINK

SHEET INDEX	
Sheet Number	Sheet Title
T1.0	TITLE SHEET
C1.1	PROPOSED SITE PLAN
A1.0	EXISTING FLOOR PLANS
A1.1	PROPOSED FLOOR PLANS
A2.0	EXISTING ELEVATIONS
A3.0	EXISTING WALL SECTION; GENERAL NOTES; ROOM AND DOOR SCHEDULES
A4.1	ADA DETAILS



VICINITY MAP :

NOT TO SCALE



PLAN EXAM SET 2/10/2023

**INTERIOR ALTERATIONS
and
FACADE RECONSTRUCTION**

Project

Sheet Title
TITLE SHEET

Revisions

Date: 2/10/2023

Job NO.: 22-154

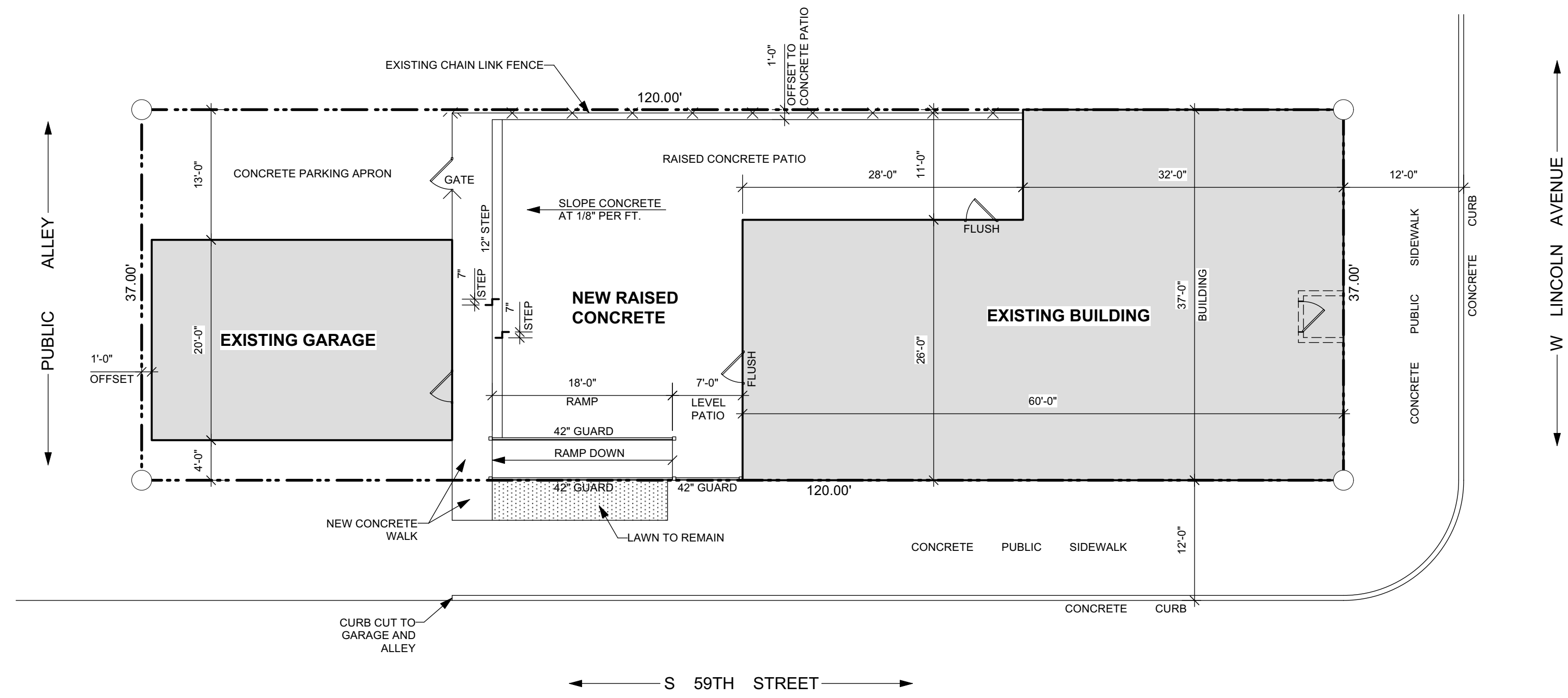
Sheet No.

T1.0

OWNERSHIP OF DOCUMENTS
 This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz+i+te+cture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz+i+te+cture.

David J. Koscielniak AIA ALA
 12310 West Waterford Avenue
 Greenfield, Wisconsin 53228
 Cell: (414) 303-8489
 koz@kozitecture.com
 www.kozitecture.com

5832 W. LINCOLN AVENUE
 WEST ALLIS, WI 53219



1 PROPOSED SITE PLAN ← N
 SCALE: 1" = 10'

PLAN EXAM SET 2/10/2023

Project **INTERIOR ALTERATIONS and FACADE RECONSTRUCTION**

Sheet Title
 PROPOSED SITE PLAN

Revisions

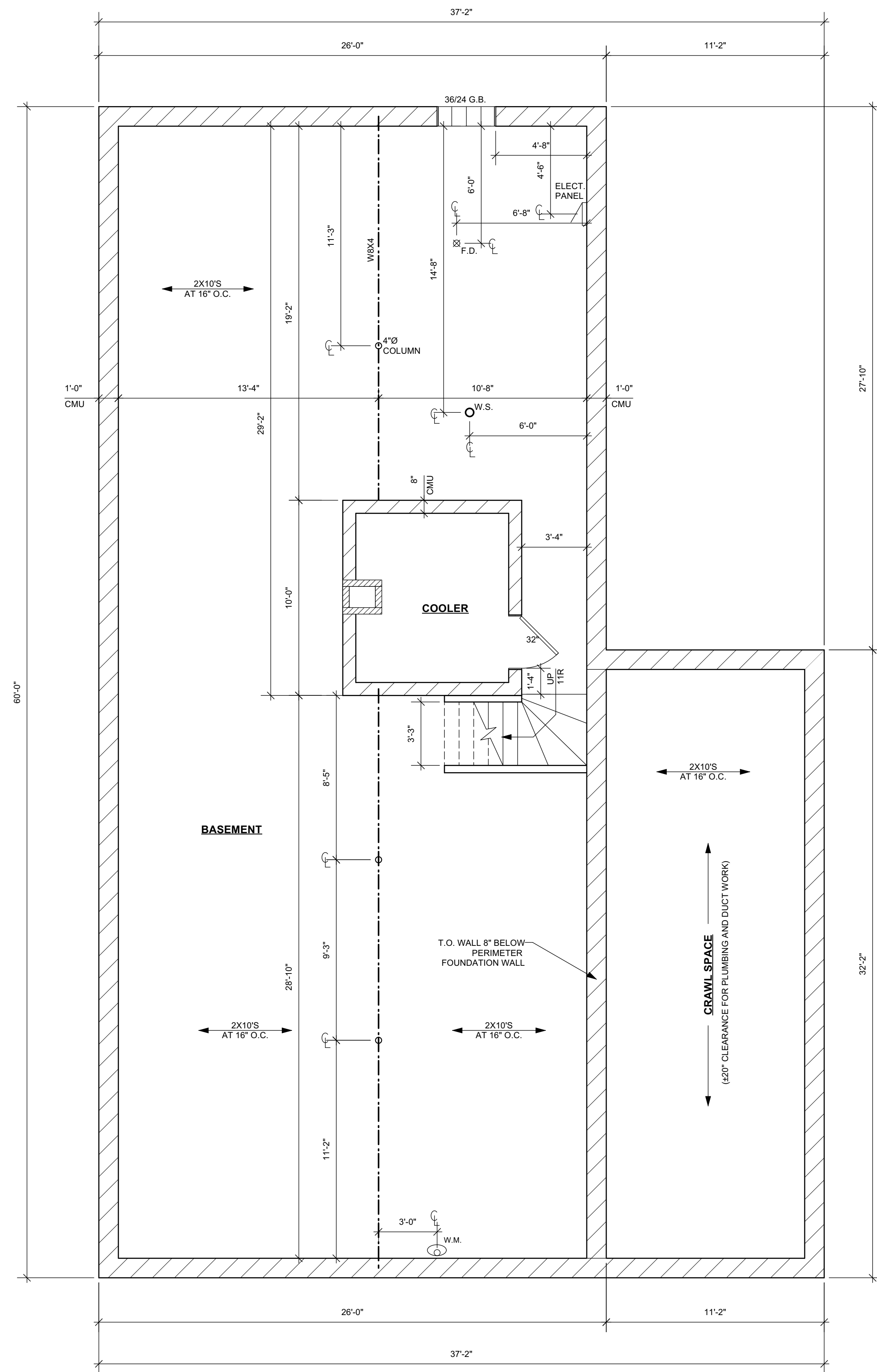
Date: 2/10/2023
 Job No.: 22-154
 Sheet No.

C1.1

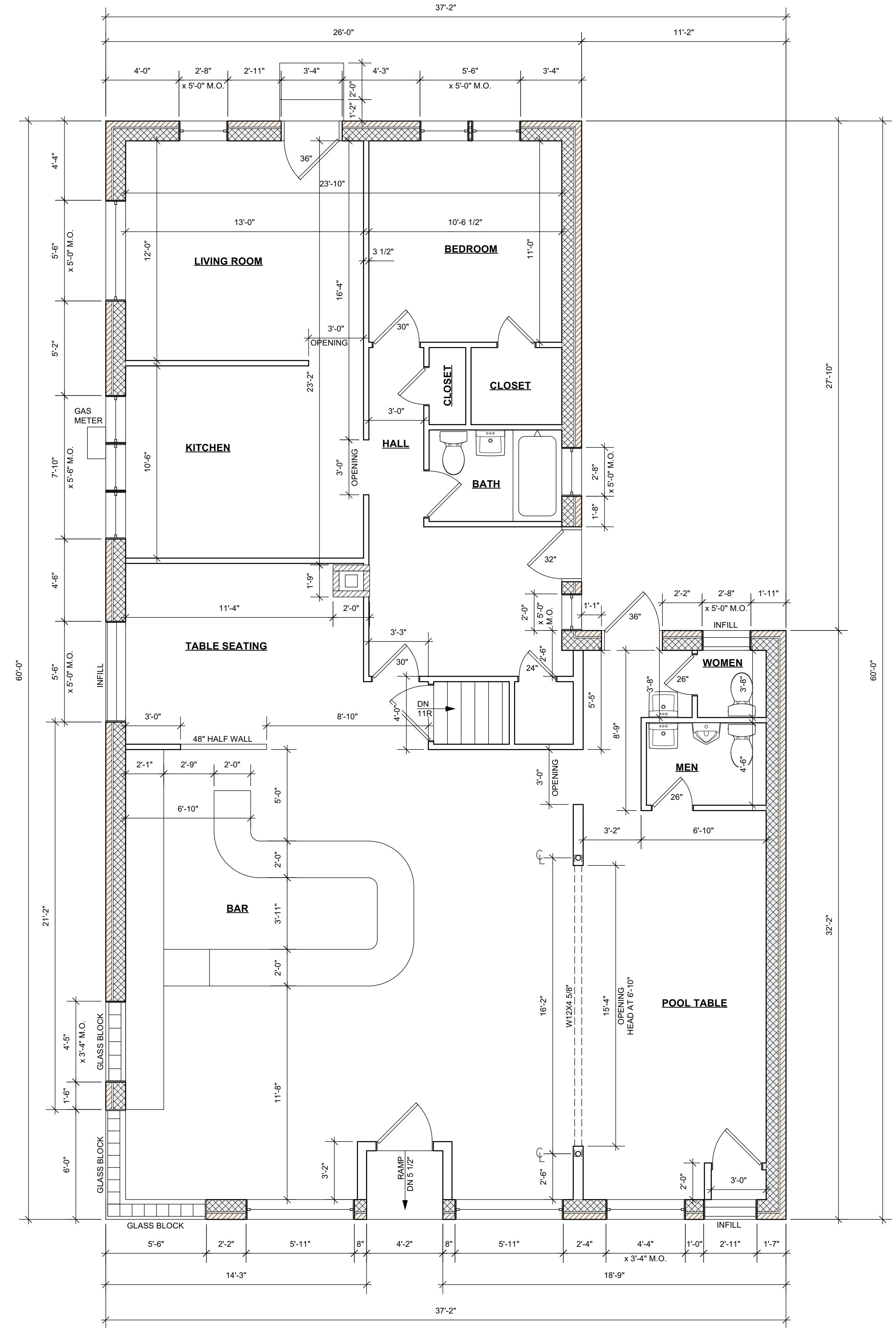
OWNERSHIP OF DOCUMENTS
 This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz+i+tec+ture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz+i+tec+ture.

Koz+i+tec+ture™
It's not simply Architecture, it's Koz+i+tec+ture

David J. Koscielniak ALA
 12310 West Waterford Avenue
 Greenfield, Wisconsin 53228
 Cell: (414) 303-8489
 koz@kozitecture.com
 www.kozitecture.com



1 EXISTING BASEMENT PLAN
 SCALE: 1/4" = 1'-0" GROSS AREA= 1,560 SQ. FT.



2 EXISTING FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0" GROSS AREA= 1,919 SQ. FT.



PLAN EXAM SET 2/10/2023

**INTERIOR ALTERATIONS
 and
 FACADE RECONSTRUCTION**

Project

Sheet Title
 EXISTING FLOOR
 PLANS

Revisions
 --/--/---

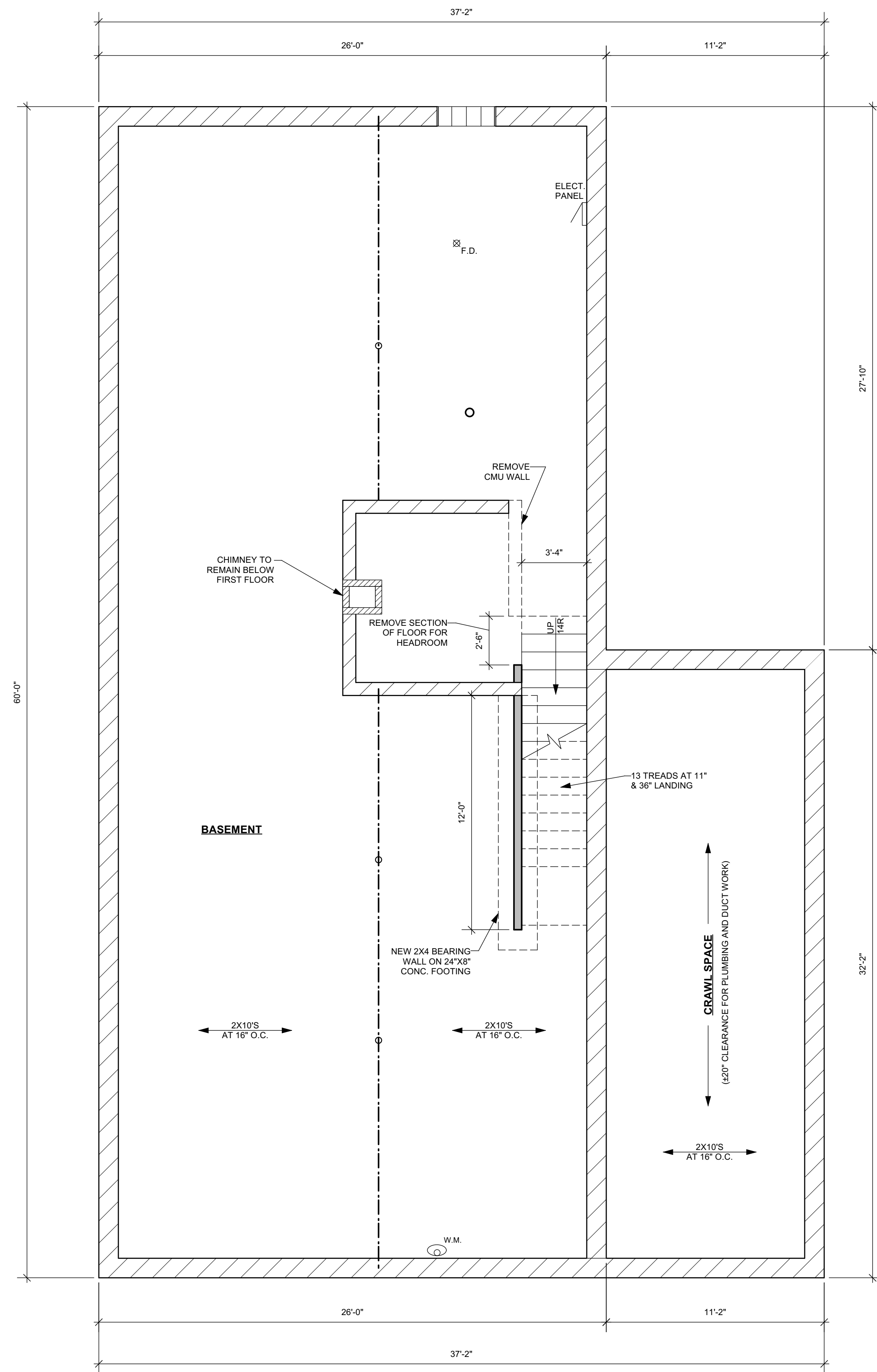
Date: 2/10/2023
 Job No.: 22-154
 Sheet No.

A1.0

OWNERSHIP OF DOCUMENTS
 This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz+i-tercture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz+i-tercture.

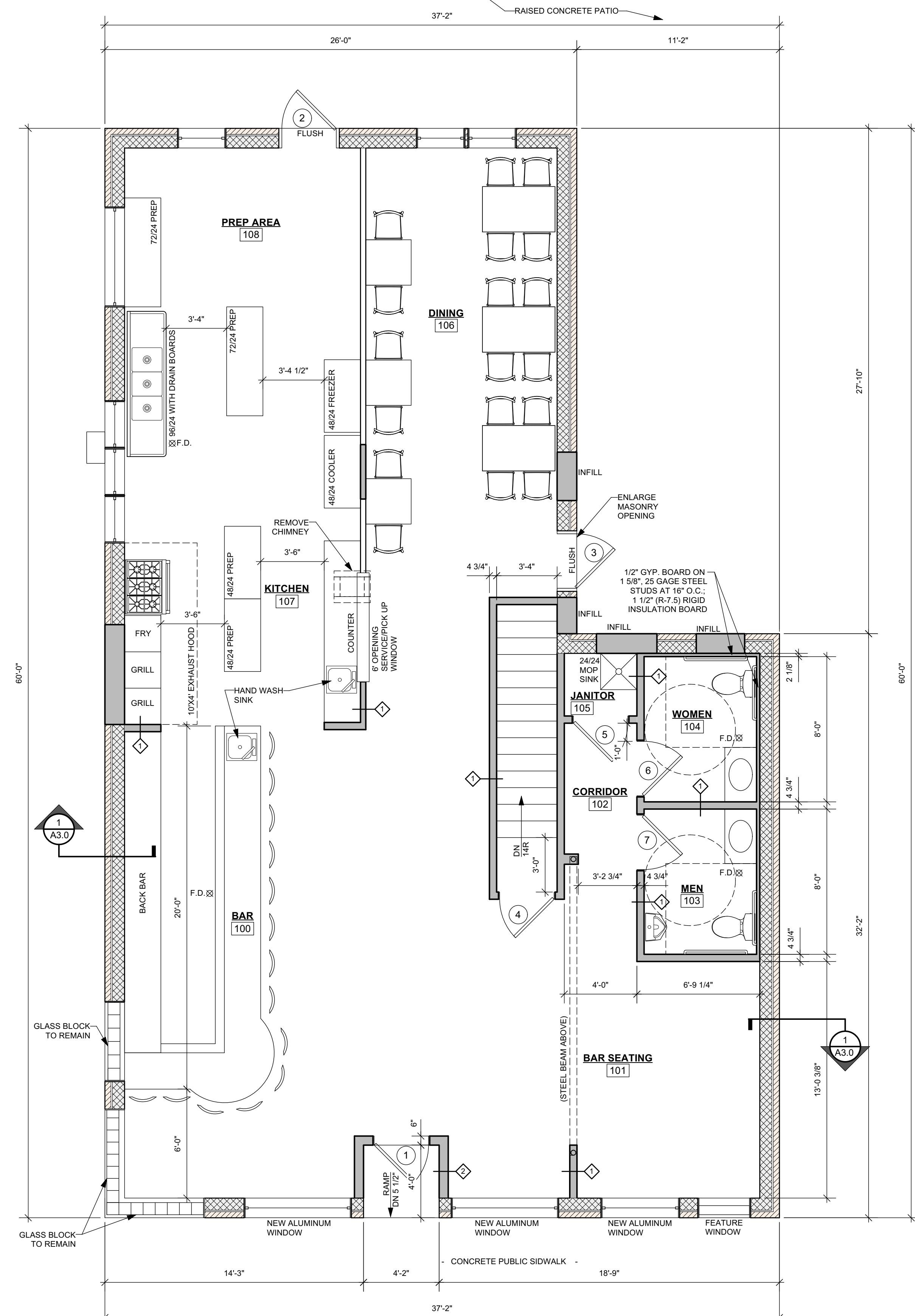
Koz+i-tercture™
It's not simply Architecture, it's Koz+i-tercture

David J. Koscielniak AIA ALA
 12310 West Waterford Avenue
 Greenfield, Wisconsin 53228
 Cell: (414) 303-6489
 koz@kozitecture.com
 www.kozitecture.com



1 PROPOSED BASEMENT PLAN
 SCALE: 1/4" = 1'-0" GROSS AREA= 1,560 SQ. FT.

- LEGEND:**
- = COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR
 - = SMOKE DETECTOR
 - = EXHAUST FAN
 - = EXISTING WALLS TO REMAIN
 - = NEW WALLS



2 PROPOSED FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0" GROSS AREA= 1,919 SQ. FT.

**MAXIMUM OCCUPANCY:
80 PERSONS**

PLAN EXAM SET 2/10/2023

**INTERIOR ALTERATIONS
and
FACADE RECONSTRUCTION**

Project

Sheet Title
 EXISTING FLOOR
 PLANS

Revisions
 --/--/---

Date: 2/10/2023
 Job No.: 22-154
 Sheet No.

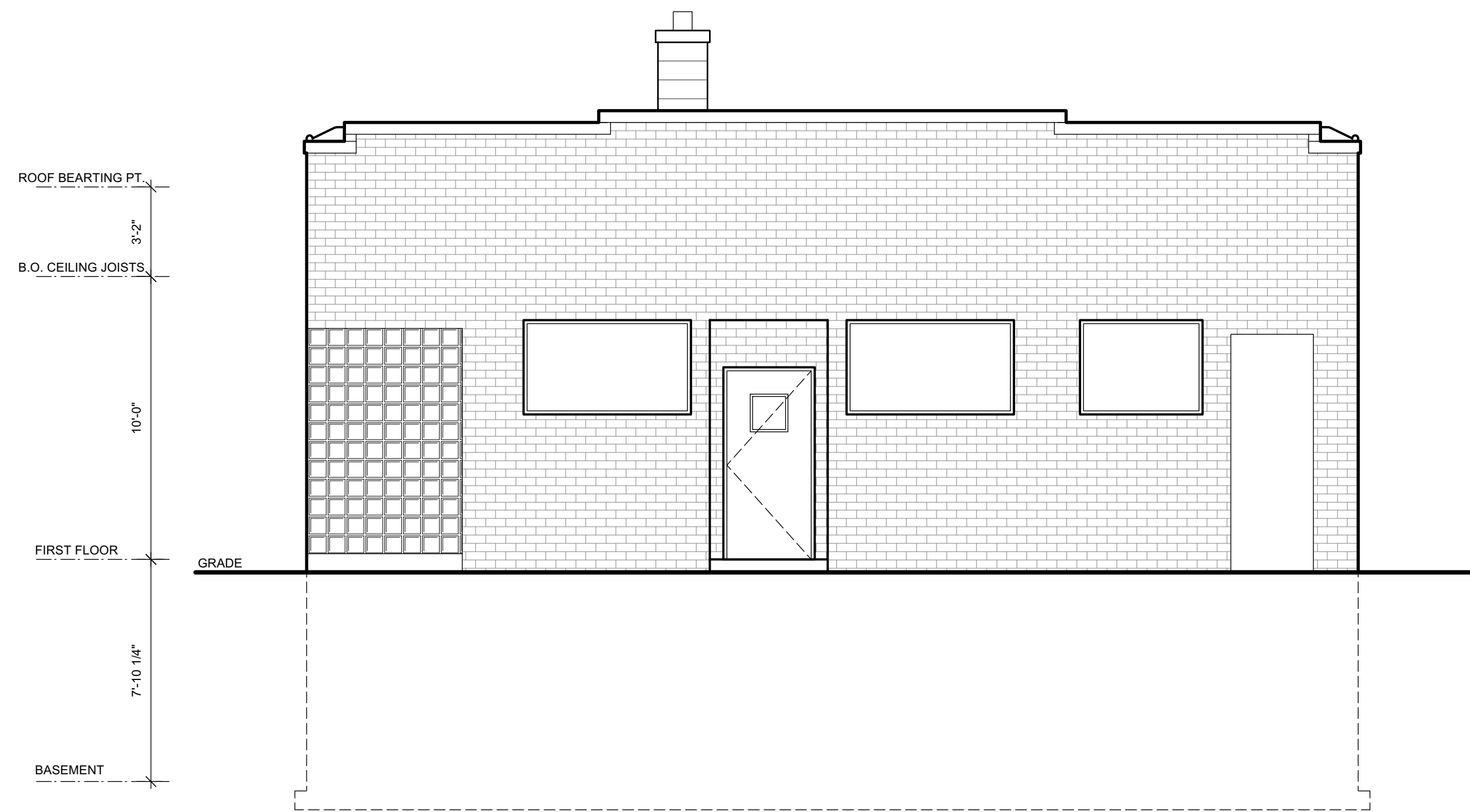
A1.1

Koz-i-itecture™
It's not simply Architecture, it's Kozitecture

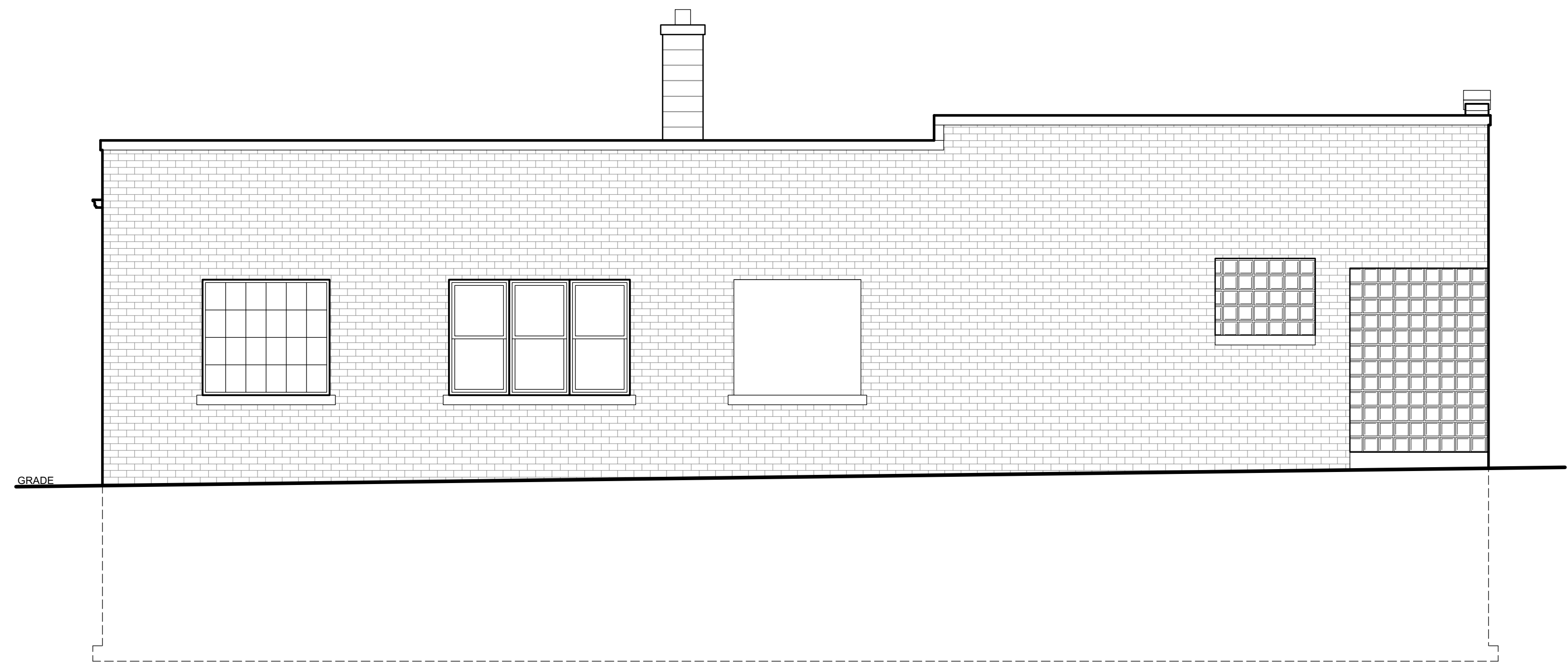
David J. Koscielniak AIA ALA
 12310 West Watford Avenue
 Greenfield, Wisconsin 53228
 Cell: (414) 303-6489
 koz@kozitecture.com
 www.kozitecture.com

OWNERSHIP OF DOCUMENTS
 This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz-i-itecture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz-i-itecture.

5832 W. LINCOLN AVENUE
 WEST ALLIS, WI 53219



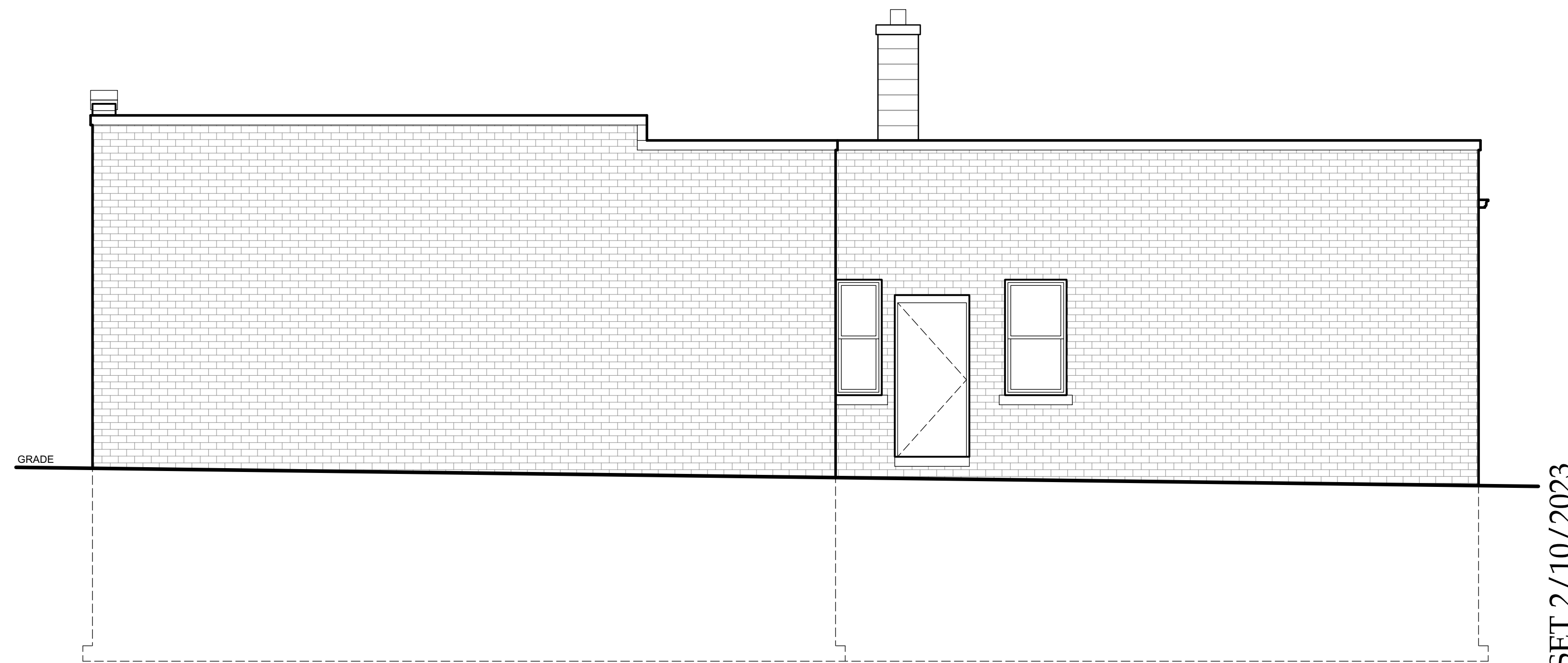
1 EXISTING FRONT (SOUTH) ELEVATION
SCALE: 1/4" = 1'-0"



2 EXISTING SIDE (WEST) ELEVATION
SCALE: 1/4" = 1'-0"



3 EXISTING REAR (NORTH) ELEVATION
SCALE: 1/4" = 1'-0"



4 EXISTING SIDE (EAST) ELEVATION
SCALE: 1/4" = 1'-0"

PLAN EXAM SET 2/10/2023



David J. Koscielniak AIA ALA
12310 West Waterford Avenue
Greenfield, Wisconsin 53228
Cell: (414) 303-8489
koz@kozitecture.com
www.kozitecture.com

OWNERSHIP OF DOCUMENTS
This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz-i-tec-ture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz-i-tec-ture.

**INTERIOR ALTERATIONS
and
FACADE RECONSTRUCTION**

5832 W. LINCOLN AVENUE
WEST ALLIS, WI 53219

Project

Sheet Title
EXISTING ELEVATIONS

Revisions
---/--/---

Date: 2/10/2023

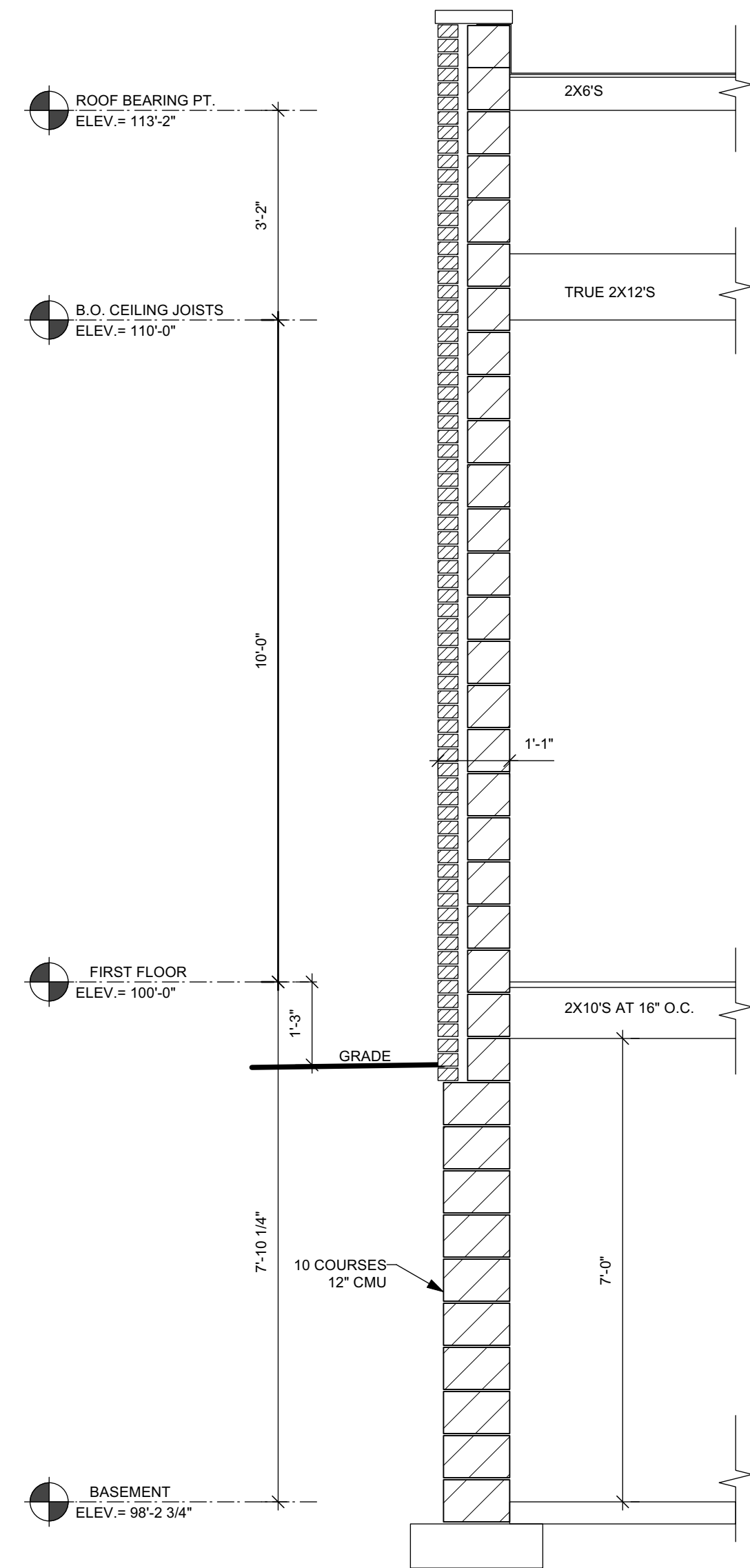
Job No.: 22-154

Sheet No.

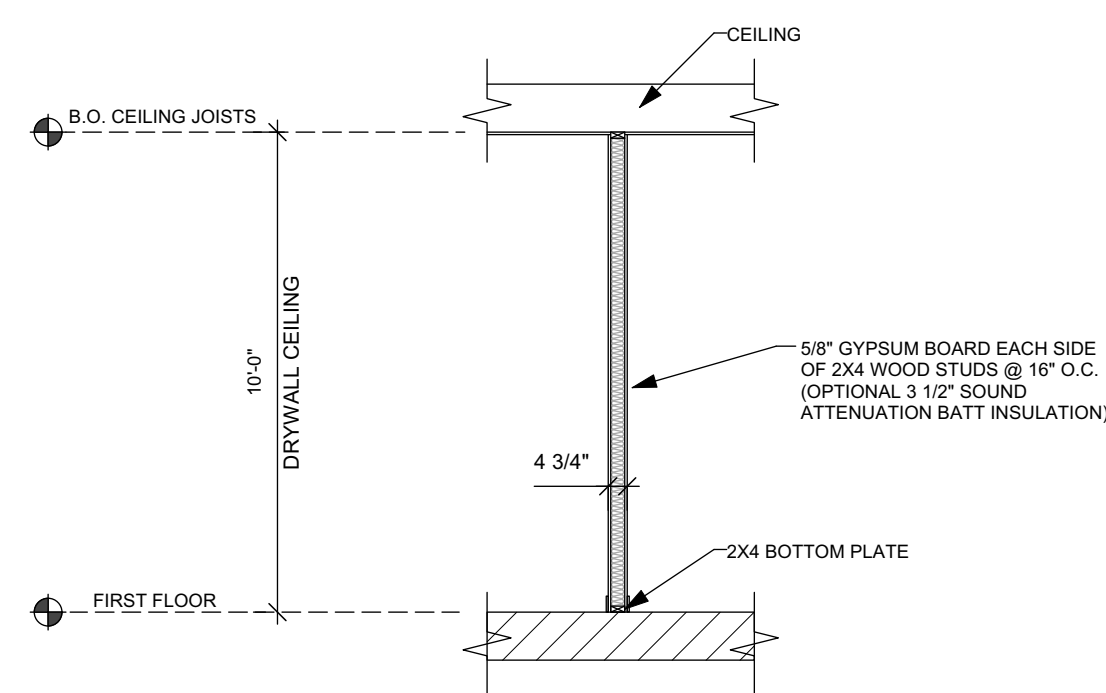
A2.0

GENERAL NOTES:

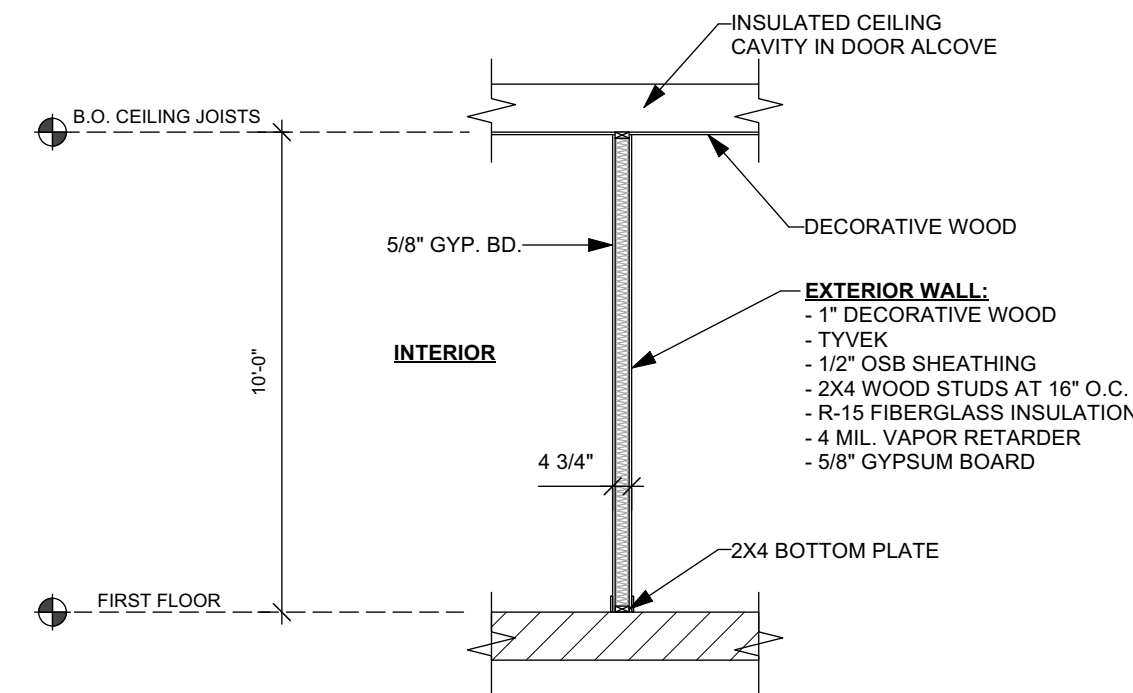
- THE ARCHITECT/ENGINEER MAINTAINS NO RESPONSIBILITY FOR THE GENERAL CONTRACTOR, SUBCONTRACTORS, OR THOSE WORKING IN SUCH CAPACITIES, FOR THE MEANS OR METHODS USED, OR LACK THEREOF, IN THE EXECUTION OF THE WORK AND SAFETY PROCEDURES AND PRECAUTIONS TAKEN AT THE PROJECT SITE.
- ALL CONSTRUCTION SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
- CONTRACTORS SHALL COMPLY WITH THE LATEST (OSHA) OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
- CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY - UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS - FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS; FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING, BRACING, SCAFFOLDING, FORMWORK ERECTION, ETC.); FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON THE JOB SITE; AND FOR PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
- VARIATIONS IN FIELD CONDITIONS RELATIVE TO THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT/ENGINEER. WORK SHALL NOT PROGRESS UNTIL WRITTEN PERMISSION FROM THE ARCHITECT/ENGINEER IS OBTAINED.
- THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, APPLICABLE STANDARDS, CODES, ETC., INCORPORATED THEREIN BY REFERENCE, OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
- UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS AND CONDITIONS ELSEWHERE.
- DRAWINGS ARE NOT TO BE USED FOR SHOP DETAILING OR FOR CONSTRUCTION UNLESS SPECIFICALLY STAMPED BY THE ARCHITECT/ENGINEER ON THE DRAWINGS "FOR DETAILING" OR "FOR CONSTRUCTION". THESE DRAWINGS ARE NOT TO BE REPRODUCED FOR THE PURPOSE OF USING THEM AS SHOP DRAWINGS.
- ARCHITECT/ENGINEER'S REVIEW OF DRAWINGS PREPARED BY THE CONTRACTORS, SUPPLIERS, ETC., ARE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT. CONSTRUCTION SHALL NOT START WITHOUT SAID REVIEW, AND ONLY SHOP DRAWINGS STAMPED BY THE ARCHITECT/ENGINEER WILL BE ALLOWED AT THE JOB SITE.
- SEE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL OPENINGS, SLEEVES, EQUIPMENT PADS, DEPRESSIONS, CURBS, INSERTS, FLOOR FINISHES AND OTHER EMBEDDED ITEMS.
- UNLESS OTHERWISE NOTED OR SHOWN, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND PLACEMENT OF ANY INSERTS, HANGERS, ANCHOR BOLTS, HOLES OR PIPE SLEEVES THAT ARE REQUIRED BY THE MECHANICAL, ELECTRICAL OR PLUMBING EQUIPMENT.
- ALL DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO BE CHECKED BY THE CONTRACTORS AGAINST ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS. CONTRACTORS SHALL BE FULLY RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL DIMENSIONS ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS AND RESPECTIVE TRADES.
- THIS PROJECT IS BEING DESIGNED AND CONSTRUCTED UTILIZING A DESIGN / BUILD DELIVERY PROCESS FOR THE MAJOR SUBCONTRACTOR TRADES OF MECHANICAL (HVAC), ELECTRICAL, PLUMBING AND FIRE PROTECTION SYSTEMS. EACH SUBCONTRACTOR IS RESPONSIBLE TO SUBMIT PLANS AND OBTAIN PERMITS FOR THEIR RESPECTIVE SPECIALTY TRADES. GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL WORK WITHIN THE SCOPE OF THIS PROJECT FOR SYSTEMS INSTALLATION, INTERFERENCE CONTROL AND PROJECT CONSTRUCTION SCHEDULE.
- FIELD VERIFY ALL EXISTING CONDITIONS TO MATCH NEW INTERIOR FINISHES TO EXISTING INTERIOR FINISHES AS CLOSE AS POSSIBLE.
- FIELD VERIFY ALL EXISTING EXTERIOR CONDITIONS TO MATCH NEW EXTERIOR FINISHES AND DETAILS AS CLOSE AS POSSIBLE.
- WINDOW DESIGNATIONS GIVEN ARE FOR GLASS SIZE NOTED IN INCHES (WIDTH X HEIGHT) PER SASH. MATCH WINDOW SIZES AS CLOSELY AS POSSIBLE TO SELECTED WINDOW MANUFACTURER'S STANDARD SIZES.
- CONTRACTOR SHALL OBTAIN AND VERIFY ROUGH OPENING SIZES FOR ALL WINDOWS AND DOORS FROM MANUFACTURER.
- FIELD VERIFY ALL EXISTING WINDOWS SHALL MEET THE CODE REQUIREMENT FOR LIGHT (8%) VENTILATION (3.5%) IN ALL HABITABLE ROOMS; MEET EGRESS REQUIREMENTS FOR CLEAR OPENING OF 20" X 24" (EITHER WIDTH X HEIGHT OR HEIGHT X WIDTH).
- NEW WINDOWS INSTALLED IN ANY OF THE LOCATIONS LISTED IN SPS 321.05 SHALL BE PROVIDED WITH SAFETY GLAZING.
- NEW WINDOWS SHALL MEET CODE REQUIREMENTS FOR LIGHT (8%) AND VENTILATION (3.5%) IN ALL HABITABLE ROOMS; MEET EGRESS REQUIREMENTS FOR CLEAR OPENING OF 20" X 24" (EITHER WIDTH X HEIGHT OR HEIGHT X WIDTH).
- INSTALL SMOKE ALARMS, INTERCONNECTED AND DIRECTLY WIRED TO THE DWELLINGS' ELECTRICAL SERVICE WITH A BACK-UP BATTERY SUPPLY.
- INSTALL COMBINATION SMOKE ALARM/CARBON MONOXIDE ALARM, INTERCONNECTED AND DIRECTLY WIRED TO THE DWELLING'S ELECTRICAL SERVICE WITH A BACK-UP BATTERY SUPPLY.



1 EXISTING WALL SECTION
SCALE: 1/2" = 1'-0"



2 WALL TYPE 1
SCALE: 1/4" = 1'-0" INTERIOR PARTITION WALL

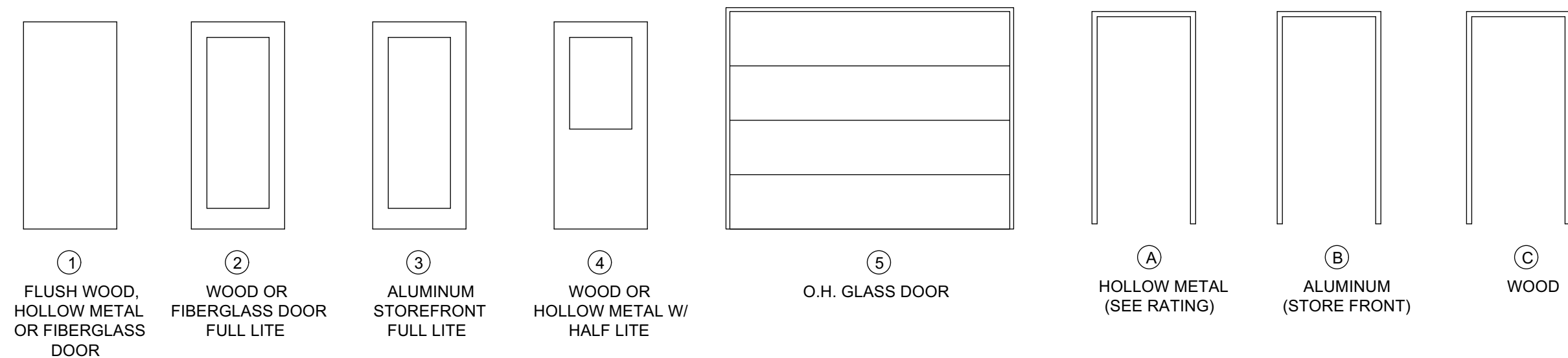


3 WALL TYPE 2
SCALE: 1/4" = 1'-0" EXTERIOR WALL

DOOR SCHEDULE							QUANTITIES TO BE VERIFIED BY CONTRACTOR	ALL HARDWARE TO BE ADA COMPLIANT
#	DOOR SIZE	DOOR			FRAME		HARDWARE	REMARKS
		TYPE	MATL	FINISH	TYPE	FINISH		
1	3'-0" x 7'-0"	3	AL	ANOD	B	AL	ANOD	CLOSER
2	3'-0" x 6'-8"	1	HM	PT	A	HM	PT	CLOSER W/ HOLD OPEN
3	3'-0" x 6'-8"	1	HM	PT	A	HM	PT	CLOSER
4	3'-0" x 6'-8"	1	WD	WD	C	WD	PT	
5	3'-0" x 6'-8"	1	WD	WD	C	WD	PT	
6	3'-0" x 6'-8"	1	WD	WD	C	WD	PT	CLOSER
7	3'-0" x 6'-8"	1	WD	WD	C	WD	PT	CLOSER

DOOR KEY:

WD	WOOD
HM	HOLLOW METAL
PT	PAINT
SV	STAIN & VARNISH
FG	FIBER GLASS
AL	ALUMINUM
ANOD	ANODIZED FINISH
GL	GLASS
DB	DURANODIC BRONZE
PF	PREFINISHED



ROOM FINISH SCHEDULE											
#	ROOM NAME	FLOOR	BASE	WALLS				CEILING		HEIGHT	NOTES
				N	S	E	W	MATL	FINISH		
FIRST FLOOR											
100	BAR	EPOXY	V	PT	PT	PT	PT	GYP	PT	10'-0"	METAL PANELS OVER GYP.
101	BAR SEATING	VP	V	PT	PT	PT	PT	GYP	PT	10'-0"	METAL PANELS OVER GYP.
102	CORRIDOR	VP	V	PT	PT	PT	PT	GYP	PT	10'-0"	METAL PANELS OVER GYP.
103	MEN	CT	CT	PT	PT	PT	PT	GYP	PT	8'-0"	
104	WOMEN	CT	CT	PT	PT	PT	PT	GYP	PT	8'-0"	
105	JANITOR	CT	CT	FRP	FRP	FRP	FRP	GYP	PT	8'-0"	
106	DINING	VP	V	PT	PT	PT	PT	GYP	PT	10'-0"	METAL PANELS OVER GYP.
107	KITCHEN	EPOXY	V	FRP	FRP	FRP	FRP	VACT	--	10'-0"	
108	PREP AREA	EPOXY	V	FRP	FRP	FRP	FRP	VACT	--	10'-0"	

EXISTING CONCRETE FLOORS WILL BE REFINISHED AND POLISHED

ROOM FINISH KEY:

BR	BRICK	QT	QUARRY TILE	ST	STEEL
GYP	GYPSUM BOARD	CT	CERAMIC TILE	VACT	VINYL FACED ACOUSTIC TILE
WD	WOOD	V	VINYL	FRP	FIBERGLASS REINFORCED PANELS
PT	PAINT	VT	VINYL TILE	NON-SLIP	NON-SLIP / WATERPROOF SURFACE
SV	STAIN & VARNISH	ACT	ACOUSTIC TILE	AQ	"AQUA TOUGH" GYPSUM BOARD
C	CARPET	EX	EXISTING CONDITIONS	NCT	NON-SLIP CERAMIC TILE
CONC.	CONCRETE	GL	GLASS	CD	3/4" COMPOSITE DECKING
LAM	LAMINATE	N.A.	NOT APPLICABLE	SS	STAINLESS STEEL
VP	VINYL "PLANK STYLE"	EPOXY	EPOXY RESIN "POURED OR TROWEL APPLIED"		

Koz+i+te+cture
It's not simply Architecture, it's Koz+i+te+cture

David J. Koscielniak ALA
12370 West Waterford Avenue
Greenfield, Wisconsin 53228

Cell: (414) 303-9489
koz@kozitecture.com
www.kozitecture.com

OWNERSHIP OF DOCUMENTS
This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz+i+te+cture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz+i+te+cture.

INTERIOR ALTERATIONS and FACADE RECONSTRUCTION

Project

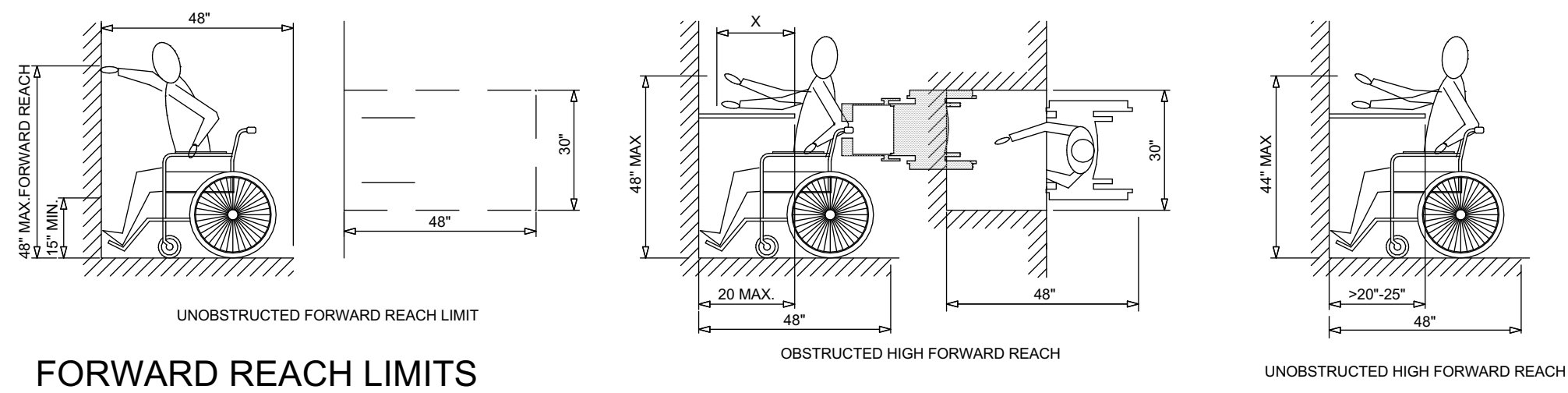
Sheet Title
GENERAL NOTES; EXISTING WALL SECTION; WALL TYPES; DOOR SCHEDULE; ROOM FINISH SCHEDULE

Revisions

Date: 2/10/2023
Job No.: 22-154
Sheet No.

A3.0

PLAN EXAM SET 2/10/2023

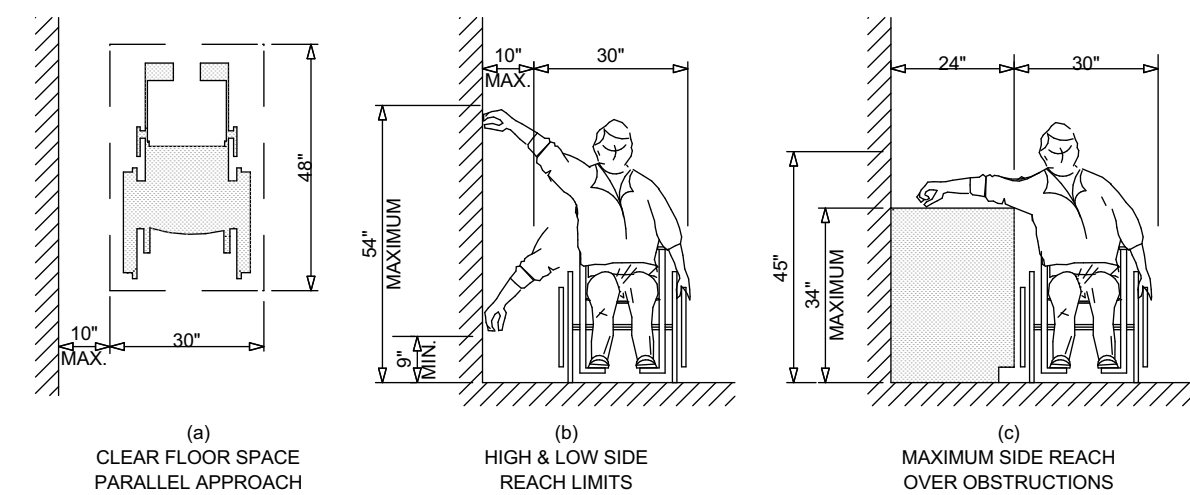


UNOBSTRUCTED FORWARD REACH LIMIT

OBSTRUCTED HIGH FORWARD REACH

UNOBSTRUCTED HIGH FORWARD REACH

FORWARD REACH LIMITS

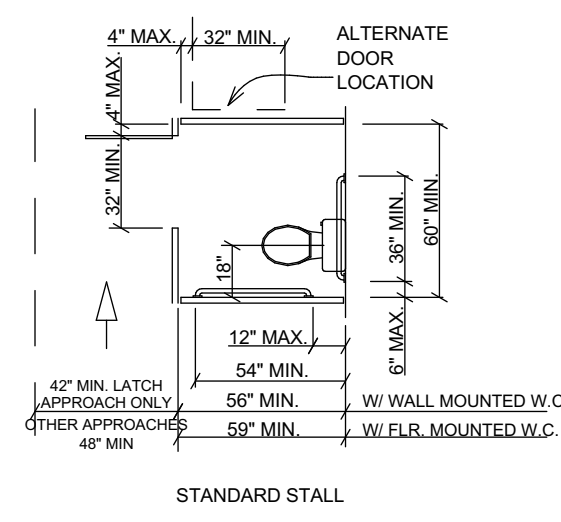


(a) CLEAR FLOOR SPACE PARALLEL APPROACH

(b) HIGH & LOW SIDE REACH LIMITS

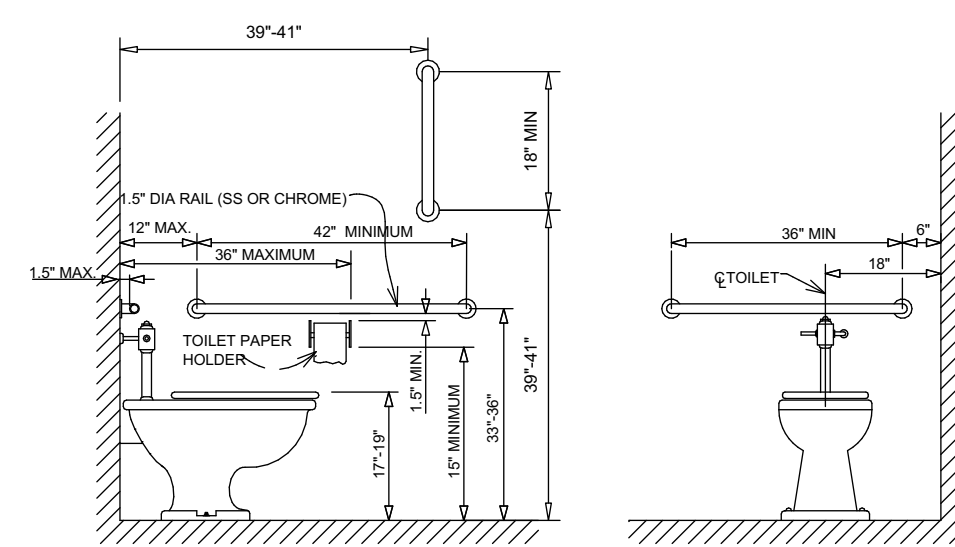
(c) MAXIMUM SIDE REACH OVER OBSTRUCTIONS

SIDE REACH LIMITS

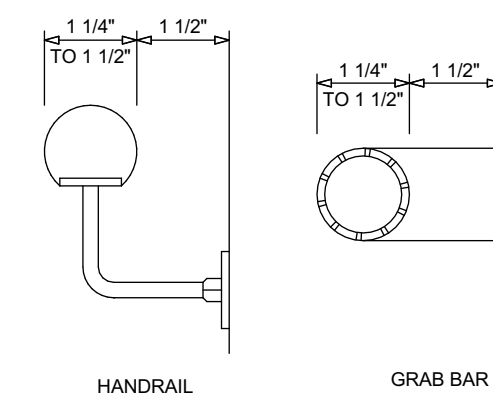


STANDARD STALL

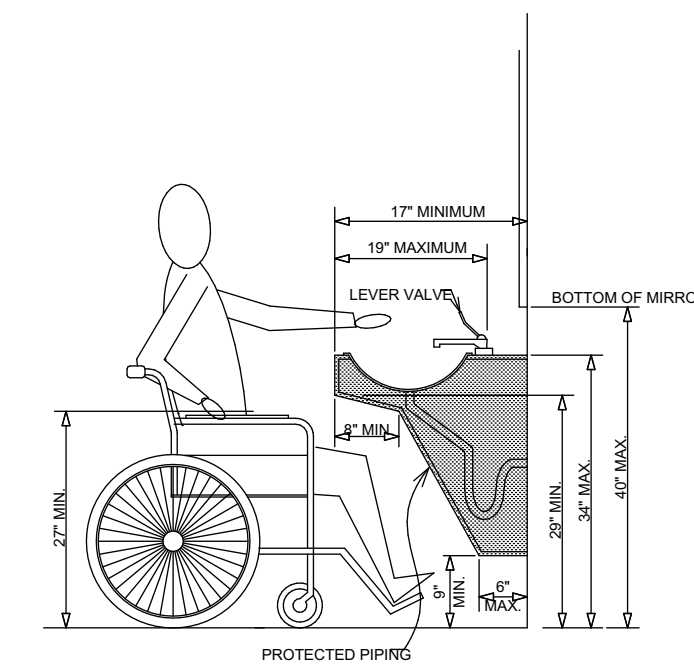
TOILET STALL DETAIL



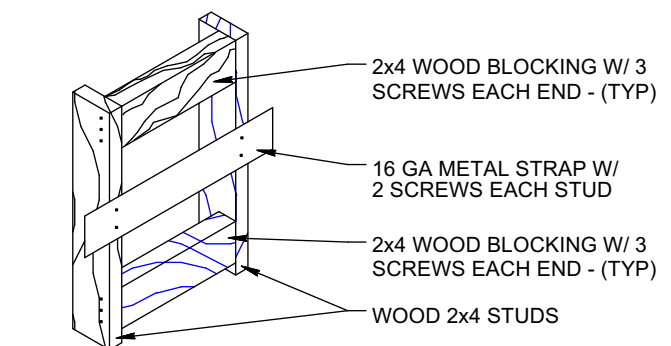
TOILET LIMITS



GRAB BAR / HANDRAIL



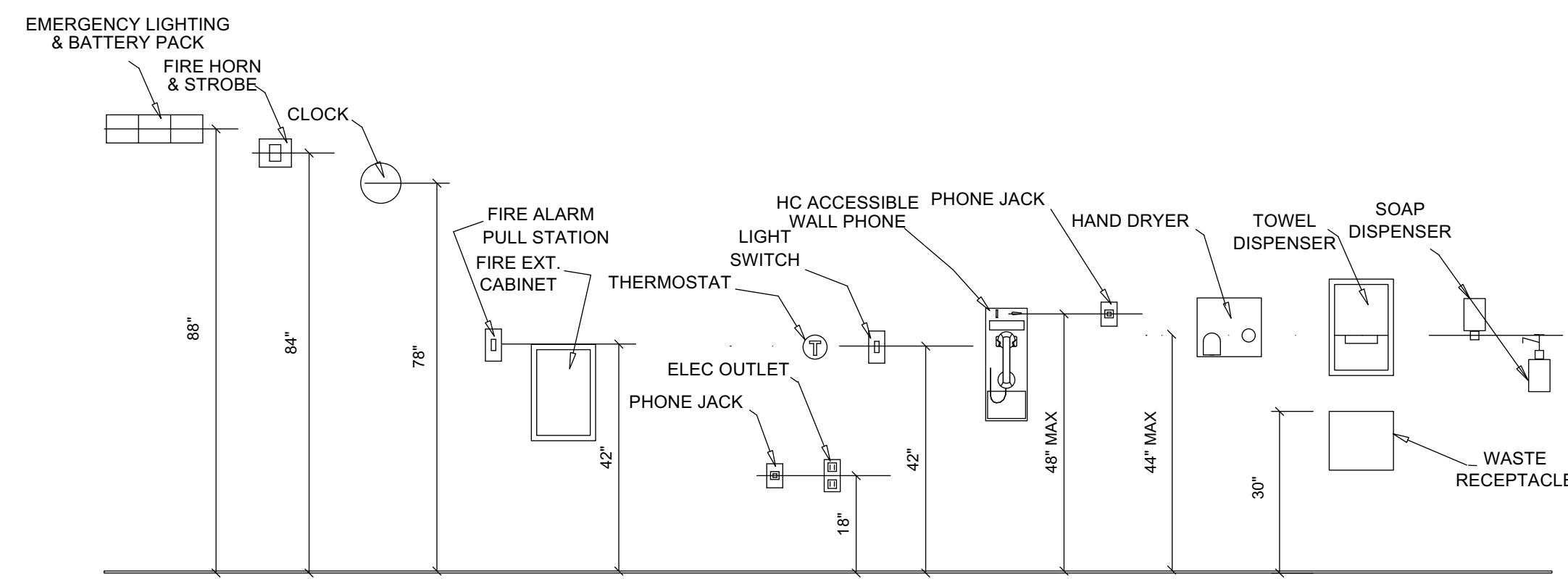
WHEELCHAIR CLEARANCES



TYPICAL BLOCKING (ALTERNATIVES)
1/4" = 1'-0"

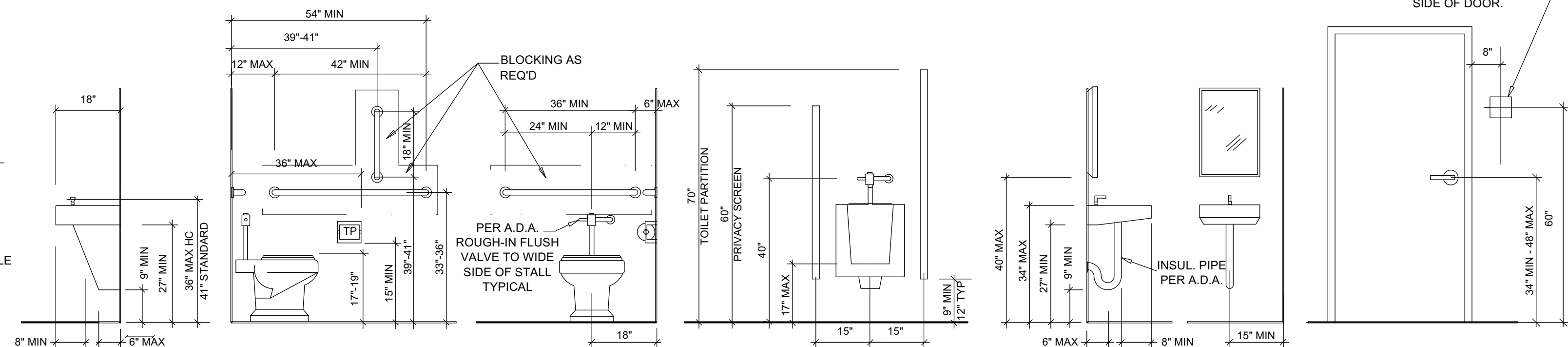
ADA DETAILS

N.T.S.



Standard Mounting Heights

N.T.S.



PLAN EXAM SET 2/10/2023

Project

Sheet Title
ADA DETAILS; DOOR
& ROOM FINISH
SCHEDULES

Revisions

--/--

Date: 2/10/2023

Job No.: 22-154

Sheet No.

A4.1

**INTERIOR ALTERATIONS
and
FACADE RECONSTRUCTION**

5832 W. LINCOLN AVENUE
WEST ALLIS, WI 53219

OWNERSHIP OF DOCUMENTS
This document, and the ideas and design incorporated herein as an instrument of professional service, is the sole property of Koz+i+tec+ture and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of Koz+i+tec+ture.

Koz+i+tec+ture
It's not simply Architecture, it's Koz+i+tec+ture

David J. Koscielniak AIA - ALA
12310 West Watford Avenue
Greenfield, Wisconsin 53228

Cell: (414) 303-6489
koz@kozitecture.com
www.kozitecture.com



City Clerk
clerk@westalliswi.gov

April 12, 2023

Anthony Burgarino
104 S. Main Street
Thiensville, WI 53092

RE: Class B Tavern License Application Review for L A PUB & GRILL at 5832 W Lincoln Ave

Dear Anthony:

Your application for the above license(s) is scheduled for a televised hearing before the Economic Development Committee on: **April 18, 2023 at 7:00 pm in the Art Gallery at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go downstairs to the Art Gallery.

If you have questions, please email clerk@westalliswi.gov.

The Daily Reporter
 225 East Michigan Street
 Milwaukee, WI, 53202
 Phone: 4142251801 Fax: 0

THE DAILY
REPORTER

Affidavit of Publication

**APPLICATION FOR LIQUOR
 LICENSE**

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

Re: Legal Notice 2493908, LA Pub & Grill - LL Summary App
 State of WI)
) SS:
 County of Milwaukee)

Notice is hereby given pursuant to §125.04(3)(g) Wis. Stat., that the following have filed application in the City of West Allis for the following license(s): Class B Tavern and Public Entertainment Premises. 2 Plus 2 Success, d/b/a L A PUB & GRILL, 5832 W Lincoln Ave. Applicant: Anthony Burgarino. Agent: Anthony James Burgarino. Dated April 11, 2023. Rebecca Grill, City Clerk. Publish as a Class I Legal Notice in the Daily Reporter on April 14, 2023. Legistar 2023-0257. 2493908/4-14

I, Amanda Mahlum, being duly sworn, depose and say: that I am the Authorized Designee of The Daily Reporter, a daily newspaper of general circulation in Milwaukee, County of Milwaukee, State of WI; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Daily Reporter once each day for 1 consecutive days; and that the date of the publication were as follows: 04/14/2023.

Publishers fee: \$24.73

By: Amanda Mahlum
 Amanda Mahlum

Sworn to me on this 19th day of April
 2023

By: 



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

**CITY OF WEST ALLIS
ORDINANCE O-2023-0068**

**ORDINANCE TO ADOPT PARKING RESTRICTIONS ON THE SOUTH SIDE OF
W. ROGERS ST. FROM 185' EAST OF S. 89TH ST. TO THE EAST END OF THE
8800 BLOCK OF W. ROGERS ST.**

AMENDING SECTION 10.10

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

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

The south side of West Rogers Street from 185' east of South 89th Street to the east end of the 8800 Block of West Rogers Street shall be "No Stopping, Standing, or Parking"

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

AMENDMENT

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

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

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

SECTION 4: AUTHORIZATION The director of public works is authorized to install official traffic signs, pavement markings, or parking meters indicating any particular prohibition, limitation, or restriction.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0614**

**RESOLUTION RELATIVE TO THE AGREEMENT WITH THE CITY OF
GREENFIELD FOR PUBLIC HEALTH SERVICES**

WHEREAS, the City of Greenfield has requested assistance from the West Allis Health Department to support and provide public health services for the remainder of 2023 and through 2024; and

WHEREAS, the City of West Allis has a qualified Public Health Department that is capable of providing such services to other municipalities; and

WHEREAS, it is in the best interest of both the City of West Allis and City of Greenfield to enter into an intergovernmental agreement on the provision of such services and is consistent the City of West Allis 2022-2026 Strategic Plan which includes one of the aspirations collaboration and shared services;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the attached 2023-2024 Agreement for Public Health Services is hereby approved.

SECTION 1: **ADOPTION** “R-2023-0614” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0614(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**Memorandum of Understanding
Between
CITY OF GREENFIELD
&
CITY OF WEST ALLIS**

This Agreement made this September 5, 2023, by and between the CITY OF GREENFIELD (“GREENFIELD”) and the CITY OF WEST ALLIS (“WEST ALLIS”), both municipal corporations located in Milwaukee County, Wisconsin (“Agreement”).

Purpose of Agreement:

Greenfield desires to have West Allis provide certain public health services for Greenfield and West Allis is willing to provide such services upon the terms and conditions hereinafter set forth.

SECTION 1. SCOPE OF SERVICES:

West Allis shall provide public health services to Greenfield for the term of this Agreement. The services to be provided shall be provided to the standards required by state law and shall consist of the following programs and activities:

- A. Fulfill the requirements of Health Officer as mandated under Wisconsin Statutes and Administrative Codes.
- B. Consultation on environmental health related matters, public health nursing services, and Health Education services as set forth in Appendix A, which is attached and made a part hereof. Provision of environmental health services by West Allis will be explored.
- C. VFC childhood immunizations and follow-up on reported communicable diseases. Expansion of immunization services will be explored.
- D. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the West Allis under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Greenfield Mayor (or designee) in an advisory capacity.

SECTION 3. COMPENSATION.

- A. Greenfield will pay West Allis an hourly rate for services provided, plus mileage expenses. The hourly rate charged shall depend upon the title of the person providing the service and at the rates referenced in **Appendix A**. Mileage will be reimbursed at a rate of \$0.665 per mile. West Allis will provide Greenfield with a monthly invoice for services provided. Greenfield will reimbursement West Allis monthly.
- B. Greenfield and West Allis may adjust the hourly rate and mileage rate upon the consent of the parties as needed during the course of this agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on September ____, 2023 and end on December 31, 2024.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least 30 days prior to the termination date contained in said notice. Notices shall be sent to:
 - City Administrator
City of West Allis
 - OR
 - City Administrator
City of Greenfield

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By: _____
Michael Neitzke, Mayor

Jennifer Goergen, City Clerk

Paula Schafer, Finance Director

Christopher Geary, City Attorney

**CITY OF WEST ALLIS
RESOLUTION R-2023-0614**

**RESOLUTION RELATIVE TO THE AGREEMENT WITH THE CITY OF
GREENFIELD FOR PUBLIC HEALTH SERVICES**

WHEREAS, the City of Greenfield has requested assistance from the West Allis Health Department to support and provide public health services for the remainder of 2023 and through 2024; and

WHEREAS, the City of West Allis has a qualified Public Health Department that is capable of providing such services to other municipalities; and

WHEREAS, it is in the best interest of both the City of West Allis and City of Greenfield to enter into an intergovernmental agreement on the provision of such services and is consistent the City of West Allis 2022-2026 Strategic Plan which includes one of the aspirations collaboration and shared services;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the attached 2023-2024 Agreement for Public Health Services is hereby approved.

SECTION 1: **ADOPTION** “R-2023-0614” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0614(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL SEPTEMBER 05, 2023.

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

Attest

Presiding Officer

Rebecca Hill

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine

Dan Devine, Mayor, City Of West
Allis



Memorandum of Understanding
Between
CITY OF GREENFIELD
&
CITY OF WEST ALLIS

This Agreement made this September 5, 2023, by and between the CITY OF GREENFIELD (“GREENFIELD”) and the CITY OF WEST ALLIS (“WEST ALLIS”), both municipal corporations located in Milwaukee County, Wisconsin (“Agreement”).

Purpose of Agreement:

Greenfield desires to have West Allis provide certain public health services for Greenfield and West Allis is willing to provide such services upon the terms and conditions hereinafter set forth.

SECTION 1. SCOPE OF SERVICES:

West Allis shall provide public health services to Greenfield for the term of this Agreement. The services to be provided shall be provided to the standards required by state law and shall consist of the following programs and activities:

- A. Fulfill the requirements of Health Officer as mandated under Wisconsin Statutes and Administrative Codes.
- B. Consultation on environmental health related matters, public health nursing services, and Health Education services as set forth in Appendix A, which is attached and made a part hereof. Provision of environmental health services by West Allis will be explored.
- C. VFC childhood immunizations and follow-up on reported communicable diseases. Expansion of immunization services will be explored.
- D. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the West Allis under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Greenfield Mayor (or designee) in an advisory capacity.

SECTION 3. COMPENSATION.

- A. Greenfield will pay West Allis an hourly rate for services provided, plus mileage expenses. The hourly rate charged shall depend upon the title of the person providing the service and at the rates referenced in **Appendix A**. Mileage will be reimbursed at a rate of \$0.665 per mile. West Allis will provide Greenfield with a monthly invoice for services provided. Greenfield will reimbursement West Allis monthly.
- B. Greenfield and West Allis may adjust the hourly rate and mileage rate upon the consent of the parties as needed during the course of this agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on September 5, 2023 and end on December 31, 2024.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least 30 days prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator
City of West Allis

OR

City Administrator
City of Greenfield

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

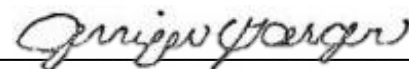
Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By:  _____
Michael Neitzke, Mayor

 _____
Jennifer Goergen, City Clerk

 _____
Paula Schafer, Finance Director

 _____
Christopher Geary, City Attorney

Common Council: 9-5-2023

APPENDIX A
SEPTEMBER 5, 2023 - DECEMBER 31, 2024
SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

- I. Technical assistance and consultation on environmental hazards and nuisances, such as asbestos, lead, noise, chemical contamination, insect breeding and rodent infestation.

PUBLIC HEALTH NURSING

- I. Communicable Disease Control
 - a. Monitor and provide case follow up, information and consultation on control of Category 1 and 2 communicable diseases, as required under State Statutes.
- II. Immunizations
 - a. Childhood immunizations: All children's recommended immunizations are available for VFC eligible children at no cost.
- III. Consultation
 - a. A public health nurse is available to Greenfield staff Monday - Friday between 8:00 am - 5:00 pm to provide information, consultation, and community referral for any health-related concerns or questions by phone.
 - b. Consultation to Greenfield staff regarding general health department services, communicable diseases and immunizations.
- IV. Clinic Services
 - a. TB skin tests are provided at a cost of \$25 for City of Greenfield residents.
 - b. Pregnancy urine testing, information, counseling, and referral is available during scheduled clinic times. Insurance will be billed or for those without insurance a sliding fee scale is available.

HEALTH EDUCATION

- I. Child Passenger Safety Program- Acceptance of referrals for car seat checks for all parents and caregivers to ensure their car seat is properly installed. Car seats also distributed and installed by our car seat technician.

HOURLY RATES BY POSITION (subject to change):

- Director, Community and Environmental Health Services: \$67.29/hr
- Lead Public Health Nurse: \$56.70/hr
- Public Health Nurse: \$48.41/hr
- Lead Environmentalist: \$54.29/hr
- Environmentalist: \$48.08/hr
- Public Health Specialist Coordinator: \$50.65/hr
- Community Health Technician: \$30.45/hr

**CITY OF WEST ALLIS
RESOLUTION R-2023-0614V2**

**RESOLUTION RELATIVE TO THE AGREEMENT WITH THE CITY OF
GREENFIELD FOR PUBLIC HEALTH SERVICES**

WHEREAS, the City of Greenfield has requested assistance from the West Allis Health Department to support and provide public health services for the remainder of 2023 and through 2024; and

WHEREAS, the City of West Allis has a qualified Public Health Department that is capable of providing such services to other municipalities; and

WHEREAS, it is in the best interest of both the City of West Allis and City of Greenfield to enter into an intergovernmental agreement on the provision of such services and is consistent the City of West Allis 2022-2026 Strategic Plan which includes one of the aspirations collaboration and shared services;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the attached 2023-2024 Agreement for Public Health Services is hereby approved.

SECTION 1: **ADOPTION** “R-2023-0614v2” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2023-0614v2 (Non-existent)

AFTER ADOPTION

R-2023-0614v2(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By: _____
Michael Neitzke, Mayor

Jennifer Goergen, City Clerk

Paula Schafer, Finance Director

Christopher Geary, City Attorney

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By: _____
Michael Neitzke, Mayor

Jennifer Goergen, City Clerk

Paula Schafer, Finance Director

Christopher Geary, City Attorney

**CITY OF WEST ALLIS
RESOLUTION R-2023-0655**

**RESOLUTION TO APPROVE THE YEAR 2024 OPERATING PLAN FOR THE
DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT AND TO
ADOPT THE SPECIAL ASSESSMENT METHOD AS STATED THEREIN**

WHEREAS, the Board of the Downtown West Allis Business Improvement District ("BID") has submitted to the Common Council for approval, the Year 2024 Operating Plan ("Plan") for the BID and a schedule of the special assessments proposed to be levied under the plan ("Schedule"), copies of which are attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby declares its intention to approve the Plan for the BID and to exercise its police powers under Secs. 66.0703 and 66.1109 of the Wisconsin Statutes, to levy special assessments upon each nonresidential property that is not used exclusively for manufacturing purposes, as provided in such Plan.

BE IT FURTHER RESOLVED that the properties against which the assessments are proposed, are benefited and the total amount to be assessed against each property shall be as provided in the Schedule.

BE IT FURTHER RESOLVED that the special assessments proposed to be levied under the Plan shall be placed upon the tax roll and collected against the property as provided by law.

BE IT FURTHER RESOLVED that a copy of the Plan and Schedule for the BID be filed in the Office of the City Clerk and made available for public inspection and that the City Clerk cause notice to be given for a hearing to be conducted by the Common Council in accordance with the provisions of Sec. 66.0703(7)(a) of the Wisconsin Statutes.

SECTION 1: **ADOPTION** "R-2023-0655" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0655(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

DOWNTOWN *West Allis* BID

2023 Annual Report *2024 Operating Plan*

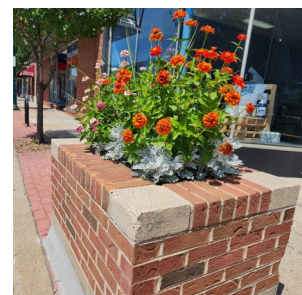
MANAGED BY: DOWNTOWN WEST ALLIS, INC.

BUSINESS PLAN OF DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT (DWABID)

This document forms the business plan of
Downtown West Allis Business Improvement District, managed by Downtown West Allis, Inc.

It will be used to document operations that show that our downtown is the hub that connects retail and service businesses with events, entertainment and residential opportunities. It is vibrant and progressive – serving visitors and community members who live, work, shop and play here.

A Main Street Community since 2001



DOWNTOWN *West Allis* BID

TABLE OF CONTENTS

ITEM	PAGE #
DWABID Boundaries, Mission & Vision Statements	3
National Main Street Accreditation	4
2023 DWABID Board of Directors	4
DWABID/DWA, INC. Annual Report/Operating Plan	5
2024 Assessment Method	8
2024 DWABID Budget & Time Table for Expenditures	9
Kind, Number & Location of Expenditures	10
City Role, Required Statements & Severability/Expansion	11



A MAIN STREET COMMUNITY

A 501(c) NON-PROFIT CORPORATION



BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND

WELCOMES COMMUNITY INVOLVEMENT

Downtown West Allis Business Improvement District Boundaries

The geographic boundaries of the Downtown West Allis Business Improvement District (*DWABID*) are West Greenfield Avenue between 70th and 76th Streets. For the most part, it extends to the alleyways of the buildings on the north side of Greenfield Avenue and the alleyways of the buildings on the south side of Greenfield Avenue. The exception is 70th Street where our boundaries extend north to Madison Street and south to Orchard Street. This area contains a large number of single and multi-story buildings. Most of the properties are in excess of 60 years old, with many over 80 years old. The *DWABID* is home to approximately 90 small and diverse retail/service businesses.



- **Downtown West Allis, Inc. (DWA, Inc.)** is a Wisconsin non-stock non-profit corporation holding tax exempt charitable status under IRS 501 (c) 3.
- DWA, Inc. is an active Wisconsin Business Improvement District (BID) under Wisconsin stats. Chapter 66.1109.
- DWA, Inc. is a designated Wisconsin Main Street organization <http://wedc.org/mainstreet> in good standing and has been accredited by National Main Street.

Mission Statement: “To build a positive image that encourages customer growth and welcomes community involvement.”

Vision Statement: We envision a Downtown West Allis that

- Is a gathering place for families, neighbors, and visitors to enjoy hometown hospitality and West Allis pride through family activities and events.
- Enhances the quality of life for residents and visitors alike by offering safe, inviting and pedestrian-friendly streets.
- Is conducive to business enterprises, employment opportunities and stores that offer special and distinctive merchandise and services with a personal touch that creates a pleasant shopping experience.

Our vision is achieved and maintained through a strong public-private partnership among local government, businesses, educational institutions, non-profit community based organizations, and the residents of West Allis. This partnership is devoted to constantly working together to make Downtown West Allis an attraction, an asset, and a success as both a business district and a thriving neighborhood.



**DOWNTOWN WEST ALLIS
A DESIGNATED MAIN STREET COMMUNITY**

Downtown West Allis has been designated as an accredited Main Street America™ program for meeting rigorous performance standards set by the National Main Street Center. Each year, the National Main Street Center and its Coordinating Program partners announce the list of accredited Main Street America programs in recognition of their exemplary commitment to preservation-based economic development and community revitalization through the Main Street Approach®.



The organization’s performance is evaluated annually by Wisconsin Main Street, which works in partnership with the National Main Street Center to identify the local programs that meet ten performance standards. Evaluation criteria determines the communities that are building comprehensive and sustainable revitalization efforts and include standards such as fostering strong public-private partnerships, securing an operating budget, tracking programmatic progress and actively preserving historic buildings.

<u>2023 DWABID and DWA, Inc. Board of Directors</u>	
Name-Title-Address	
Alex Geiger – DWABID President Model Empire (7116 W. Greenfield Avenue)	Jeff Gebhardt - DWABID Vice-President Old National Bank (7401 W. Greenfield Avenue)
Douglas Persich - DWA, Inc. President	Tom Miller - DWA, Inc. Vice-President Steakhouse 100 (7244 W. Greenfield Avenue)
Barbara Jones - DWABID Treasurer Peoples State Bank (10725 W. National Avenue)	Timothy Klare - DWA, Inc. Treasurer
Don Falk – DWABID Secretary B & K Bar Supplies (7100 W. Greenfield Avenue)	Gloria Hawkins Hawkins Clock Center (7301 W. Greenfield Ave)
Jackie Ellington DC Ellington Company (8001 W. Lincoln Avenue)	Robyn Krimke Citizen (2234 S. 79th Street)
Jim Mejchar (Legacy Member-non voting) Citizen (3200 S. 116 th Street)	Patrick Schloss – Ex Officio City of West Allis (7525 W. Greenfield Avenue)





**ECONOMIC
RESTRUCTURING**
DOWNTOWN WEST ALLIS INC.

Goal: Grow Economic Mix and Vitality: Expand business mix to include a greater variety of businesses, including destination businesses and entertainment attractions.

The Economic Development Committee will focus on the following 2022-2026 goals:

- Work with Downtown West Allis property owners in **recruiting businesses** to fill vacancies.
- Work with the City of West Allis regarding **façade improvements**.
- Utilize **Main Street’s** assistance in developing programs to strengthen small businesses through Shop Local and Small Business Saturday campaigns.

In 2023, we welcomed the following businesses to our Downtown:

- 1 of 1 Hair Studio (7117 W. Greenfield)
- 3VOL Ink (7143 W. Greenfield)
- Air Done Right (1408 S. 73rd)
- Aura’s Nails (7031 W. Greenfield)
- Talia’s Event Venue (7423 W. Greenfield)
- The Deco (7140 W. Greenfield)



In 2024 we will:

- Work with property owners on getting their locations filled with a good business mix.
- Conduct a survey of business owners to initiate a strategic plan for the year.



PROMOTION
DOWNTOWN WEST ALLIS INC.

Goal: Improve and Define Downtown/West Allis Image: Use the West Allis Downtown brand to showcase the individuality of our businesses and their contributions to the West Allis community.

The Promotions Committee will focus on the following 2022-2026 Goals:

- Maintain our **traditional family events:** West Allis Ala Carte, West Allis Winter Week, Classic Car Show, Halloween Hunt, Crawls and Shop Local.
- Helping other organizations/businesses raise awareness through smaller monthly events.

The following events took place from October 2022 thru August 2023:

- 31st Annual Classic Car Show
- Halloween Hunt
- Shop Small Saturday
- West Allis Winter Week
- Old Fashioned Tours
- 14th Annual West Allis A la Carte



In 2024 will:

- Continue to host the above events.
- Add Arts & Craft (Beer) Tours
- Participate in “Doors Open.”

**SHOP SMALL.
SAVE RECEIPTS
WIN PRIZES.**

**SHOP SMALL WEST ALLIS
NOVEMBER 26 1-3 PM
WEST ALLIS CITY HALL
WESTALLISDOWNTOWN.COM**



Goal: Expand outreach to residents, schools, and community partners:
Create a multi-media campaign to highlight businesses and expand joint marketing activities among business within and outside of the downtown.

The Marketing Committee will focus on the following 2022-2026 Goals:

- Increase **volunteer participation** and encourage community support through neighborhood associations and other community organizations.
- Update the web page to keep the **events** current. We will continue working on branding our area.
- Continue to **reach out to the community** through DWA-Inc. Facebook and Twitter.
- **Advertising Assistance.** We will offer financial assistance to business owners for their promoting and marketing projects.



In 2023:

- Welcomed the following businesses to our group:
 - Mouse Travel Agency, Oniomania and Team Rehab to our Friends of Program.
 - Reconnected with Granite Hills Hospital, Forward Disability Law Firm, DC Ellington Company, NorthShore Bank, Village at Manor Park, Peoples State Bank, Chorus Community, WaterStone Bank and West Allis Rotary.
- Hosted two separate “Coffee With Friends.” The topics this year were “How can Downtown West Allis Help” and “Visual Merchandising.”
- Continued a working relationship with the following:
 - 102.9 The Hog & 100.3 The Oldies
 - WI State Fair organization
 - Key Milwaukee
 - Travel Wisconsin
- Continued to help businesses with their Facebook ads, Instagram and Twitter, drawing more attention to the Downtown.
- Promoted Downtown West Allis merchandise via Facebook and Redbubble.



In 2024 we will:

- Look to grow by meeting with other businesses and organizations within the area.
- Continue hosting “Coffee with Friends.” Each session will be an opportunity to network with other businesses while discussing a specific topic.
- Continue to work with the City’s Communications Dept. in developing “Behind the BID” videos showcasing business within the area and throughout the city.
- Continue to offer the Advertising Assistance Grant Program to district businesses to offset their advertising costs.



WEST ALLIS DOWNTOWN- ALWAYS GROWING. FOREVER ORIGINAL.
West Allis A La Carte | Tours & Crawls | Downtown West Allis Classic Car Show
For more information on events, shops, and restaurants, visit WestAllisDowntown.com

Goal: Aesthetics & Physical Function of Greenfield Avenue: Optimize physical design of street and public spaces to encourage safe and effective circulation of traffic, bikes, pedestrians, and accommodate community space and outdoor dining.

The Design committee will focus on the following 2022-2026 Goals:

- Maintain Brick Flower Planters, Park Benches, Sound System and Security Cameras.
- Maintain Sidewalks through Snow Removal and Cleanup.
- Provide Signage Assistance to Downtown West Allis businesses.

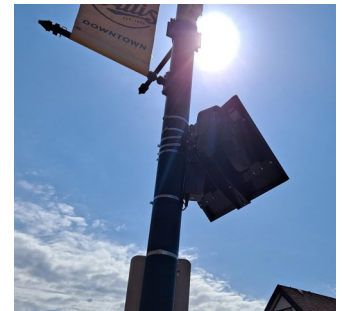
In 2023:

- Started a Downtown Artscape Sub-Committee that accomplished the following:
 - One park bench repaired and repainted.
 - Added unique artwork to our kiosks.
 - Completed one mural in our municipal parking lot.
- Continued to provide snow shoveling in our crosswalks and around our fire hydrants.
- Continued to work with the City of West Allis BINS Dept. on signage code violations.
- Helped fund signage for Blue on Greenfield.
- Had a FLOCK Camera installed on Greenfield Avenue.
- Started a Security Camera Grant Program for business/priority owners to help fund security cameras that will capture movements within our Downtown boundaries.



In 2024 we will:

- Continue to help fund signage for Downtown businesses and maintain the brick planters in our Downtown.
- To support an “Art Sub-Committee” that will continue to focus on implementing public art in our Downtown.
- Seek funding to continue the Security Camera Grant Program for our business owners.



Administrative Committee Objectives

The Administrative Committee will focus on the following 2022-2026 Goals:

- Continue to **employ** a full-time Executive Director, part-time office manager and part-time street cleaner.
- Maintain **partnerships** with the City of West Allis, West Allis Police, Fire, Health, Communications, Tourism, and Public Works Departments.
- Continue to maintain and improve the **WestAllisDowntown.com website, The Downtowner Newsletter, Instagram and Facebook** accounts.
- Work with City Engineering on getting the word out on various road construction and detours.



Summary

- With a proposed total budget of **\$138,000.00** we request a special assessment of **\$115,500.00**.
- Assessment shall be **Five & 9943/1000 DOLLARS (\$5.9943)** PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.
- The Executive Director, Program Assistant and one street cleaner are employees of the Business Improvement District. Our office allows these individuals to carry out the day to day activities supporting the organization. We have a meeting room for our Board and Committee members and their subcommittees giving them access to a professional working atmosphere.
- Our Board and Committee members are volunteers within this organization. Each volunteer gives freely of their time and expertise. The Board of Directors votes for a President, Vice-President, Secretary and Treasurer at our November meeting. All members of the Downtown West Allis Business Improvement District are welcome and encouraged via the newsletter and in discussion with the Executive Director and Board Members to attend meetings .
- The Downtown West Allis Business Improvement District is a quasi-governmental, not-for profit, community coalition dedicated to an economically strong, safe, attractive and exciting downtown. Through our four major promotional events we seek to strengthen the retail, cultural, educational and residential life of the city center. Leadership is energized by using human and financial resources, from both within our downtown neighborhood and the greater community.

Assessment Method

Financing Method

The proposed expenditures contained in the *2024 Downtown West Allis BID Approved Budget* included in the Operating Plan, will be financed from funds collected from the BID special assessment. It is estimated that **\$115,500.00** will be raised through special assessments. Any other funds, which may be made available to the BID for the purposes contained herein, shall be collected and expended as identified in the *2024 Downtown West Allis BID Approved Budget*.

Method of Assessment

All tax parcels within the Downtown West Allis Business Improvement District boundaries required to pay real estate taxes, as well as real property used exclusively for manufacturing purposes, will be assessed. Real property used exclusively for residential purposes may not be assessed, as prescribed by the BID law. Property exempt from paying real estate taxes or owned by government agencies will not be assessed.

Allocation of Assessments

Special assessments under this 2024 Operating Plan are hereby levied against each tax parcel property within the District that has a separate Parcel Identification Number. The assessment is based on the assessed value of the parcels (land and improvements) as shown in the record of the City Assessor's office on January 1, 2024 except as otherwise identified. Assessment shall be **Five & 9943/1000 DOLLARS (\$5.9943) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.**

Assessment Collection

- The City of West Allis shall include the special assessment levied herein as a separate line on the real estate tax bill for each parcel. The City shall collect such assessment with the taxes as a special charge, and in the same manner as such taxes, and shall turn over all monies so collected to the BID Board for distribution in accordance with the BID Operating Plan by February 28, 2024.
- The BID Board shall prepare and make available to the public and the City's Council annual reports describing the current status of the BID, including expenditures and revenues, at the time it submits its amended Operating Plan to the City for the following Operating Plan year.
- The presentation of this proposed Operating Plan to the City shall be deemed a standing order of the Board under Wis. Stat. sec. 66.1109(4) to disburse the BID assessments in the manner provided herein.
- This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method or accounting method. Disbursements made under this Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

Downtown West Allis Business Improvement District Managed by: Downtown West Allis, Inc. West Allis, WI 2024 Approved Budget								
	2024 Budget	% of Budget		2024 Budget	% of Budget			
PROFESSIONAL SERVICES			DESIGN					
Ex. Director Wages	\$ 55,000.00	39.855%	Beautification & Safety					
Program Asst. Wages	\$ 27,000.00	19.565%	Maintenance (Sound, planters & cameras)	\$ 7,000.00	5.072%			
Payroll Expenses	\$ 6,500.00	4.710%	Snow Removal	\$ 10,000.00	7.246%			
Administrative Support	\$ 200.00	0.145%	Street Cleaning	\$ 5,500.00	3.986%			
Professional Incentives	\$ 4,000.00	2.899%						
Professional Services (Accountant, Lawyer, Audit)	\$ 2,600.00	1.884%						
Education & Travel (Main Street Program)	\$ 1,000.00	0.725%						
TOTAL PROFESSIONAL SERVICES	\$ 96,300.00	69.783%	TOTAL DESIGN	\$ 22,500.00	16.304%			
SUPPORTING SERVICES			ECONOMIC DEVELOPMENT/ORGANIZATIONAL					
Office Supplies, Postage, Printing, Copier	\$ 2,000.00	1.449%	Newsletter & Marketing	\$ 3,600.00	2.609%			
Dues, Subscriptions & Memberships	\$ 300.00	0.217%	Recruitment (Crime prevention, luncheon)	\$ 500.00	0.362%			
Telephone, Internet, Hosting & email support	\$ 1,600.00	1.159%	TOTAL ECONOMIC DEV./ORGANIZATIONAL	\$ 4,100.00	2.971%			
Rent - BID Office	\$ 5,400.00	3.913%						
Insurance	\$ 3,500.00	2.536%	GRANT PROGRAMS					
BOD Misc. Expenses	\$ 300.00	0.217%	AAAG (Advertising Assistance Grant)	\$ 2,000.00	1.449%			
TOTAL SUPPORTING SERVICES	\$ 13,100.00	9.493%	TOTAL ASSISTANCE PROGRAMS	\$ 2,000.00	1.449%			
DWABID Executive Board Approved: 8/9/2023 DWABID Board of Directors Approved: 8/30/23			Total Expenses	\$ 138,000.00				
			ASSESSED VALUE FOR 2023	\$ 19,268,300.00				
			PROPOSED SPECIAL ASSESSMENT LEVY	\$ 115,500.00	83.696%			
			Additonal Income:					
						**DWA, Inc.	\$ 22,500.00	16.304%
			Total Income	\$ 138,000.00	100.000%	ASSESSMENT PER \$1,000 OF ASSESSED	\$ 5.994	

Downtown West Allis Business Improvement District

2024 Time Table for Planned Expenditures

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Professional Services	\$ 10,358.33	\$ 7,358.34	\$ 7,608.33	\$ 7,358.34	\$ 7,358.33	\$ 9,608.34	\$ 7,358.33	\$ 7,358.34	\$ 7,608.33	\$ 7,358.33	\$ 7,358.33	\$ 9,608.33	\$ 96,300.00
Executive Directors Salary	\$ 4,583.33	\$ 4,583.34	\$ 4,583.33	\$ 4,583.34	\$ 4,583.33	\$ 4,583.34	\$ 4,583.33	\$ 4,583.34	\$ 4,583.33	\$ 4,583.33	\$ 4,583.33	\$ 4,583.33	\$ 55,000.00
Program Assistant's Salary	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 27,000.00
Professional Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Administrative Support/Payroll Expenses	\$ 925.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 6,700.00
Professional Services	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00
Education & Travel	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 1,000.00
Supporting Services	\$ 2,280.00	\$ 280.00	\$ 355.00	\$ 430.00	\$ 280.00	\$ 3,055.00	\$ 1,830.00	\$ 405.00	\$ 355.00	\$ 430.00	\$ 280.00	\$ 3,120.00	\$ 13,100.00
Office Supplies, postage, printing & copier	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 200.00	\$ 2,000.00
Dues, Subscriptions & Membership	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 300.00
Telephone, Internet, hosting & email support	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 155.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 145.00	\$ 1,600.00
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700.00
Insurance	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
BOD Misc. Expense	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ 300.00
Design Committee	\$ 3,050.00	\$ 3,050.00	\$ 2,050.00	\$ 1,050.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 2,050.00	\$ 3,050.00	\$ 3,000.00	\$ 22,500.00
Security Camera Grant (n/a)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sound System, brick planters, maintenance	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 7,000.00
Snow Removal	\$ 450.00	\$ 2,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00
Street Cleaning	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 5,500.00
ED and Organizational Committee	\$ 300.00	\$ 300.00	\$ 700.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 4,100.00
Newsletter & Marketing	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Recruitment Materials	\$ -	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 500.00
Assistance Programs	\$ -	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,000.00
Advertising Assistance (AAGP)	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,000.00
Signage Assistance (n/a)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,988.33	\$ 11,188.34	\$ 10,813.33	\$ 9,338.34	\$ 9,138.33	\$ 14,213.34	\$ 10,738.33	\$ 9,263.34	\$ 9,563.33	\$ 10,338.33	\$ 11,188.33	\$ 16,128.33	\$ 138,000.00

Kind, Number and Location of Expenditures

In 2024, the Business Improvement District will work on the implementation of the projects presented earlier in this report. All activities/projects will take place within the boundaries of the Downtown West Allis as stated on page 3 of this report.

In addition to the regular activities that provide a clean, safe and vibrant area, the BID must provide support to the businesses. With recent new business additions, there has been a focus on signage, marketing needs as well as streetscape. The BID will, once again, offer both signage and marketing grants to our business owners and will increase the number projects of public art in our Downtown.

Execution of and continued development of forward strategy to:

- Be a collective voice in planning, policy and communications.
- Work with City Administration and Elected Officials to identify and prioritize for incorporation into capital projects.
- Advocate for inclusion in future City capital budgets.
- Foster relationships with elected officials and City Staff to maintain focus on capital improvement plans and encourage open dialogue between all entities.
- Work with City Traffic Engineering Department to develop a plan for vehicle and pedestrian traffic flow, which will include temporary “curb extensions.”
- Meet with business and property owners on a regular basis to assess impact, provide information, and seek feedback.
- Create and distribute regular and timely communication with information about the district and local businesses.

Our DWABID Board of Directors is comprised of 9 members representing the following interests:

- 4 DWABID Business Owners/Occupants
- 3 West Allis Business Employees/Employers
- 1 Persons-At-Large (West Allis resident)
- 1 City of West Allis Representative (Ex-Officio)



In addition, it is recommended that the DWABID board be structured and operate as follows:

- *Board size* – minimum of five
- *Composition* – At least 60% shall be owners or occupants of property within the district. The board shall elect its Chairperson from among its members.
- *Term* – Appointments to the board shall be for a maximum of two three-year terms.
- *Compensation* – None
- *Meetings* – All meetings of the board shall be governed by the Wisconsin Open Meetings Law and held periodically.
- *Record Keeping* – Files and records of the board’s affairs shall be kept pursuant to public record requirements.
- *Staffing* – The board will staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
- *Relationship* – The DWABID shall be a separate entity from any association or organization, notwithstanding the fact that members, officers and directors of each may be shared. Downtown West Allis, Inc. shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. Downtown West Allis, Inc. has contracted with the DWABID to provide services to the DWABID, in accordance with this Plan.
- *Responsibilities* - Implement the Operating Plan, annually consider and make changes to the Operating Plan and Submit the Operating Plan to the Common Council for approval.

City Role

The City of West Allis is committed to helping private property owners in the District promote its development. To this end, the City intends to play a significant role in the creation of the Business Improvement District and in implementation of the Operating Plan. In particular, the City will:

- Encourage the County and State governments to support the activities of the District.
- Monitor and, when appropriate, apply for outside funds that could be used in support of the District.
- Collect assessments, maintain the funds, and disburse the funds of the District to the BID along with an identification of those BID assessments included in the disbursement.
- Provide the BID Board through the Assessor’s Office on or before September 1 of each Operating Plan year with the official City records on assessed value for each Parcel Identification Number within the District, as of that date in each plan year, for purposes of calculating the BID assessments.
- Adopt this Operating Plan in the manner required by Wis. Stat. sec. 66.1109.

Required Statements

- The Business Improvement District law requires the Operating Plan to include several specific statements:
 - Wis. Stat. sec. 66.1109(1)(f)1m: The District will contain property used exclusively for manufacturing purpose, as well as properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed that they will benefit from development in the District. *(See page 8, Summary - 2nd bullet point)*
 - Wis. Stat. sec. 66.1109(5)(a): Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed.

Severability and Expansion

- This BID has been created under authority of Wis. Stat. sec. 66.1109.
- Should any court find any portion of the BID law or this Operating Plan invalid or unconstitutional, said decision will not invalidate or terminate the BID and this BID Operating Plan should be amended to conform to the law without the need to reestablish the Operating Plan.
- Should the State amend the statute to narrow or broaden the purposes of a Business Improvement District so as to, among other things, exclude or include as assessable properties of a certain class or classes of properties, then this BID Operating Plan may be amended by the Common Council of the City of West Allis as and when it conducts its annual budget approval without necessity to undertake any other act.
- All of the above is specifically authorized by Wis. Stat. sec. 66.1109(3) (b).
- If it is determined by a court or administrative body that a parcel of property not subject to general real estate taxes may not be included within the District, then such parcels shall be excluded from the definition of the District.

Legal Option

I hereby certify that the 2024 Operating Plan for the *Downtown West Allis Business Improvement District* is complete and complies with Section 66.1109(1) (f) of the Wisconsin Statutes.

Kail Decker		9/8/23
_____ Please Print	_____ Signature	_____ Date

Kail Decker
City Attorney
City of West Allis

Schedule of Assessments for Downtown West Allis Business Improvement District

			BID Assessment for 2023					
No.	TAX KEY NO.	PROPERTY ADDRESS	2022 Real Estate Assessment Roll	2023 Real Estate Assessment Roll	AMT. Inc/dec over 2023	%	BID ASSESSMENT RATE FOR 2024	BID ASSESSMENT FY 2024
1	440-0235-004	7000 W. Greenfield	\$2,056,100.00	\$2,056,100.00	\$0	0.0%	\$0.005994	\$12,324.88
2	440-0235-003	13** S. 70 St.	\$89,400.00	\$89,400.00	\$0	0.0%	\$0.005994	\$535.89
2	440-0231-000	7028-36 W. Greenfield	\$253,800.00	\$253,800.00	\$0	0.0%	\$0.005994	\$1,521.35
3	440-0230-000	7038-42 W. Greenfield	\$188,000.00	\$188,000.00	\$0	0.0%	\$0.005994	\$1,126.93
4	440-0229-000	7044-46 W. Greenfield	\$267,300.00	\$267,300.00	\$0	0.0%	\$0.005994	\$1,602.28
5	440-0314-000	7100-10 W. Greenfield Ave	\$387,000.00	\$387,000.00	\$0	0.0%	\$0.005994	\$2,319.79
6	440-0313-000	7116-18 W. Greenfield	\$321,700.00	\$321,700.00	\$0	0.0%	\$0.005994	\$1,928.37
7	440-0312-000	7130 W. Greenfield	\$384,300.00	\$384,300.00	\$0	0.0%	\$0.005994	\$2,303.61
8	440-0311-000	7136 W. Greenfield	\$125,600.00	\$125,600.00	\$0	0.0%	\$0.005994	\$752.88
9	440-0310-000	7140-44 W. Greenfield	\$198,000.00	\$198,000.00	\$0	0.0%	\$0.005994	\$1,186.87
10	440-0350-000	7200 W. Greenfield 1375 S. 72nd	\$513,800.00	\$513,800.00	\$0	0.0%	\$0.005994	\$3,079.87
11	440-0349-000	7210 W. Greenfield	\$306,600.00	\$306,600.00	\$0	0.0%	\$0.005994	\$1,837.85
12	440-0348-000	7218 W. Greenfield	\$168,600.00	\$168,600.00	\$0	0.0%	\$0.005994	\$1,010.64
13	440-0347-000	7224-26 W. Greenfield	\$336,300.00	\$336,300.00	\$0	0.0%	\$0.005994	\$2,015.88
14	440-0346-000	7232-36 W. Greenfield	\$273,000.00	\$273,000.00	\$0	0.0%	\$0.005994	\$1,636.44
15	440-0345-001	7240-46 W. Greenfield	\$551,800.00	\$551,800.00	\$0	0.0%	\$0.005994	\$3,307.65
16		7244-6 W. Greenfield 1370-4 S. 73rd						
17	440-0383-000	7300 W. Greenfield	\$257,600.00	\$257,600.00	\$0	0.0%	\$0.005994	\$1,544.13
18	440-0382-000	7308-12 W. Greenfield	\$132,700.00	\$132,700.00	\$0	0.0%	\$0.005994	\$795.44
19	440-0381-000	7316 W. Greenfield	\$188,700.00	\$188,700.00	\$0	0.0%	\$0.005994	\$1,131.12
20	440-0380-000	7326-28 W. Greenfield	\$598,900.00	\$598,900.00	\$0	0.0%	\$0.005994	\$3,589.99
21	440-0379-000	7334-36 W. Greenfield	\$241,100.00	\$241,100.00	\$0	0.0%	\$0.005994	\$1,445.23
22	440-0378-000	7338-46 W. Greenfield	\$261,300.00	\$261,300.00	\$0	0.0%	\$0.005994	\$1,566.31
23	440-0377-000	1370 S. 74th	\$225,800.00	\$225,800.00	\$0	0.0%	\$0.005994	\$1,353.51
24	440-0414-000	7412 W. Greenfield	\$507,300.00	\$507,300.00	\$0	0.0%	\$0.005994	\$3,040.91
25	440-0413-000	7420 W. Greenfield	\$201,100.00	\$201,100.00	\$0	0.0%	\$0.005994	\$1,205.45
26	440-0446-000	7500-04 W. Greenfield & 1375 S. 75th	\$135,500.00	\$135,500.00	\$0	0.0%	\$0.005994	\$812.23
27	440-0445-000	7506-08 W. Greenfield	\$85,300.00	\$103,700.00	\$18,400	17.0%	\$0.005994	\$621.61
28	440-0443-001	7520-24 W. Greenfield	\$396,600.00	\$396,600.00	\$0	0.0%	\$0.005994	\$2,377.34
29	440-0442-000	7546 W. Greenfield	\$405,800.00	\$405,800.00	\$0	0.0%	\$0.005994	\$2,432.49
30	453-0035-001	7001 W. Greenfield	\$157,200.00	\$157,200.00	\$0	0.0%	\$0.005994	\$942.30
31	453-0037-000	7017 W. Greenfield	\$132,100.00	\$132,100.00	\$0	0.0%	\$0.005994	\$791.85
32	453-0038-000	7023-31 W. Greenfield	\$282,100.00	\$282,100.00	\$0	0.0%	\$0.005994	\$1,690.99
33	453-0039-000	7035-37 W. Greenfield	\$187,000.00	\$187,000.00	\$0	0.0%	\$0.005994	\$1,120.93
34	453-0040-000	7041-45 W. Greenfield	\$446,100.00	\$446,100.00	\$0	0.0%	\$0.005994	\$2,674.06
35	453-0059-000	7101-05 W. Greenfield	\$371,400.00	\$371,400.00	\$0	0.0%	\$0.005994	\$2,226.28
36	453-0060-000	7111-13 W. Greenfield	\$228,100.00	\$228,100.00	\$0	0.0%	\$0.005994	\$1,367.30
37	453-0061-000	7117-23 W. Greenfield	\$289,000.00	\$289,000.00	\$0	0.0%	\$0.005994	\$1,732.35
38	453-0062-000	7125-37 W. Greenfield	\$306,900.00	\$306,900.00	\$0	0.0%	\$0.005994	\$1,839.65

BID Assessment for 2023								
No.	TAX KEY NO.	PROPERTY ADDRESS	2022 Real Estate Assessment Roll	2023 Real Estate Assessment Roll	AMT. Inc/dec over 2023	%	BID ASSESSMENT RATE FOR 2024	BID ASSESSMENT FY 2024
39	453-0063-000	7139-49 W. Greenfield & 1410-12 S. 72nd	\$495,600.00	\$495,600.00	\$0	0.0%	\$0.005994	\$2,970.78
40	453-0088-000	7201-07 W. Greenfield	\$451,600.00	\$451,600.00	\$0	0.0%	\$0.005994	\$2,707.03
41	453-0089-000	7211-13 W. Greenfield	\$263,700.00	\$263,700.00	\$0	0.0%	\$0.005994	\$1,580.70
42	453-0090-000	7217-19 W. Greenfield	\$122,300.00	\$122,300.00	\$0	0.0%	\$0.005994	\$733.10
43	453-0091-000	7223 W. Greenfield	\$192,100.00	\$192,100.00	\$0	0.0%	\$0.005994	\$1,151.51
44	453-0092-000	7227-35 W. Greenfield	\$278,800.00	\$278,800.00	\$0	0.0%	\$0.005994	\$1,671.21
45	453-0093-000	7239-49 W. Greenfield	\$343,000.00	\$343,000.00	\$0	0.0%	\$0.005994	\$2,056.04
46	453-0115-000	7301 W. Greenfield & 1407-11 S. 73rd	\$321,100.00	\$321,100.00	\$0	0.0%	\$0.005994	\$1,924.77
47	453-0116-000	7311-13-15 W. Greenfield	\$246,800.00	\$246,800.00	\$0	0.0%	\$0.005994	\$1,479.39
48	453-0117-000	7321 W. Greenfield	\$207,300.00	\$207,300.00	\$0	0.0%	\$0.005994	\$1,242.62
49	453-0118-000	7335 W. Greenfield	\$238,400.00	\$238,400.00	\$0	0.0%	\$0.005994	\$1,429.04
50	453-0119-000	7341-43 W. Greenfield	\$84,900.00	\$84,900.00	\$0	0.0%	\$0.005994	\$508.92
51	453-0120-000	7347 W. Greenfield	\$105,900.00	\$105,900.00	\$0	0.0%	\$0.005994	\$634.80
52	453-0324-003	7401 W. Greenfield	\$919,000.00	\$919,000.00	\$0	0.0%	\$0.005994	\$5,508.76
53	453-0324-004	14** S. 74 St.	\$86,500.00	\$86,500.00	\$0	0.0%	\$0.005994	\$518.51
54	453-0324-005	14** S. 74 St.	\$106,900.00	\$106,900.00	\$0	0.0%	\$0.005994	\$640.79
55	453-0322-000	7413-15 W. Greenfield	\$312,800.00	\$312,800.00	\$0	0.0%	\$0.005994	\$1,875.02
56	453-0321-000	7421-23-25 W. Greenfield	\$209,300.00	\$209,300.00	\$0	0.0%	\$0.005994	\$1,254.61
57	453-0320-000	7429-41-47 W. Greenfield	\$408,700.00	\$408,700.00	\$0	0.0%	\$0.005994	\$2,449.87
58	440-0242-000	1325-27-29 S. 70th St	\$469,900.00	\$469,900.00	\$0	0.0%	\$0.005994	\$2,816.72
59	453-0052-000	1439-41 S. 70th St	\$150,600.00	\$150,600.00	\$0	0.0%	\$0.005994	\$902.74
60	453-0056-000	1427-29 S. 70th St	\$256,000.00	\$256,000.00	\$0	0.0%	\$0.005994	\$1,534.54
61	453-0058-000	1417-21 S. 70th St	\$165,700.00	\$165,700.00	\$0	0.0%	\$0.005994	\$993.26
62	453-0273-000	1469 S. 70TH	\$354,100.00	\$354,100.00	\$0	0.0%	\$0.005994	\$2,122.58
			\$19,249,900	\$19,268,300	\$18,400	0.1%		\$115,499.97

The numbers are an estimated BID Assessment. The Operating Plan specifies the method of assessment. The assessment method proposed in the Operating Plan and approved by Common Council is based upon the assessed value of the commercial properties within the BID district. The Operating Plan must be approved each year by the Common Council of the City of West Allis.

Total 2023 Assessments	\$19,268,300
Proposed Special Assessment	\$115,499.97
First Ring Redevelopment Enterprise, Inc.	
CDBG FUNDS	\$ -
BID Unspent Funds	\$ -
Revenue from DWA, Inc.	\$ 22,500.00
Proposed 2024 B.I.D. Budget	\$ 137,999.97
Budget/Value = Assessment	\$ 0.005994
\$1,000.00	\$ 5.9943

**CITY OF WEST ALLIS
RESOLUTION R-2023-0656**

**RESOLUTION GRANTING A PRIVILEGE TO SUPAWADEE PAMOTO FOR
PROPERTY LOCATED AT 7335 W. GREENFIELD AVE. TAX KEY NO. 453-0118-
000**

WHEREAS, Supawadee Pamoto requests from the City of West Allis a privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of installation of a fabric awning, an existing projecting sign, and gooseneck lighting adjacent to the property located at 7335 W. Greenfield Ave., in the City of West Allis, WI (“Privilege”); and,

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

WHEREAS, the applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the city attorney’s office; and

WHEREAS, the City requires the applicant to file a bond of \$0.00 that runs to the City and to third parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

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

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

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

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Supawadee Pamoto a privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7335 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2023-0656” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0656(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

RESOLUTION NO. _____

Resolution Granting a Privilege to Supawadee Pamoto for property located at 7335 W. Greenfield Ave.
Tax Key No. 453-0118-000.

WHEREAS, Supawadee Pamoto requests from the City of West Allis a privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of installation of a fabric awning, an existing projecting sign, and gooseneck lighting adjacent to the property located at 7335 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and,

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

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

WHEREAS, the City requires the applicant to file a bond of \$0.00 that runs to the City and to third parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

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

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

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

NOW, THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Supawadee Pamoto a privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7335 W. Greenfield Ave., in the City of West Allis, WI.

**CITY OF WEST ALLIS
RESOLUTION R-2023-0657**

**RESOLUTION CONSTITUTING A RELOCATION ORDER FOR THE LAYING
OUT, RELOCATION AND IMPROVEMENT OF W. BELOIT RD. AND S. 55TH ST.
CROSSINGS WITH THE UNION PACIFIC RAILROAD**

WHEREAS, it is necessary and in the public interest that W. Beloit Rd. and S. 55th St. railroad crossings be laid out, relocated and improved (the "Project"); and,

WHEREAS, this Resolution constitutes a Relocation Order in accordance with Sec. 32.05(1) of the Wisconsin Statutes for the purpose of the Project and is also a determination of necessity for that Project, in accordance with Secs. 62.22 and 32.07(2) of the Wisconsin Statutes.

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

1. That the Relocation Order for the Project, a copy of which Relocation Order is attached hereto as Exhibit "A" and made a part hereof, be and the same is hereby approved.
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the aforesaid Relocation Order on behalf of the City.
3. That a certified copy of this Resolution be filed with the Milwaukee County Clerk within twenty (20) days of its adoption and final approval.

SECTION 1: **ADOPTION** "R-2023-0657" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0657(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project 2525-03-03 A & B	Road name W. Beloit Road (Mobile St - UP RR Cross)	Highway Local Road	County Milwaukee
Right of way plat date 06/22/2023	Plat sheet number(s) 4.01 - 4.04 (A) & 4.01 - 4.04 (B)	Previously approved Relocation Order date Not Applicable	

Description of termini of project:

W. Beloit Road (Mobile Street - Union Pacific Railroad Crossing) & 55th Street Railroad Crossing - Parts A & B

Begin Relocation Order 1,549.59 feet North of and 623.83 feet West of the Southeast corner of the Southeast 1/4 of Section 3, T 6 N, R 21 E at STA 42+94.27.

and

End Relocation Order 1,786.97 feet North of and 332.60 feet West of the Southeast corner of the Southeast 1/4 of Section 3, T 6 N, R 21 E at STA 46+70.00.

Begin Relocation Order 669.61 feet North of and 1,082.00 feet East of the Southeast corner of the Southwest 1/4 of Section 2, T 6 N, R 21 E at STA 13+52.25.

and

End Relocation Order 820.57 feet North of and 1,084.55 feet West of the Southeast corner of the Southwest 1/4 of Section 2, T 6 N, R 21 E at STA 15+03.23.

In the City of West Allis, Milwaukee County, Wisconsin as shown on the plat of right of way or a copy thereof.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 and 32.05(1), Wisconsin Statutes, the City of West Allis orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of West Allis
3. This order supersedes and amends any previous order issued by the: City of West Allis

Dan Devine

(Date)

Rebecca Grill

(Date)

Mayor
(Title)

City Clerk
(Title)

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEOEOTIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN		NON-COMPENSABLE	
EXISTING R/W OR HE LINE	---	PARCEL NUMBER	25	UTILITY NUMBER	40
PROPERTY LINE	---	PARALLEL OFFSETS			
LOT, TIE & OTHER MINOR LINES	---				
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---				
UNOERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING TO BE REMOVED	---				
BRIDGE	---				

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
PLAN OF PROPOSED IMPROVEMENT
C WEST ALLIS, W BELOIT ROAD
MOBILE ST - UP RR CROSS
LOCAL ROAD
MILWAUKEE COUNTY

STATE PROJECT NUMBER
2525-03-03

R/W PROJECT NUMBER	2525-03-03 (A)	SHEET NUMBER	4.01	TOTAL SHEETS	4
FEDERAL PROJECT NUMBER					
PLAT OF RIGHT OF WAY REQUIRED FOR C WEST ALLIS, W BELOIT ROAD MOBILE ST - UP RR CROSS W BELOIT ROAD MILWAUKEE CO.					
CONSTRUCTION PROJECT NUMBER 2525-03-73					

CAUTION
 THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY.
 RECORDS MUST BE CHECKED TO DETERMINE
 PROPERTY BOUNDARIES.

CURVE DATA

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL ABBREVIATIONS

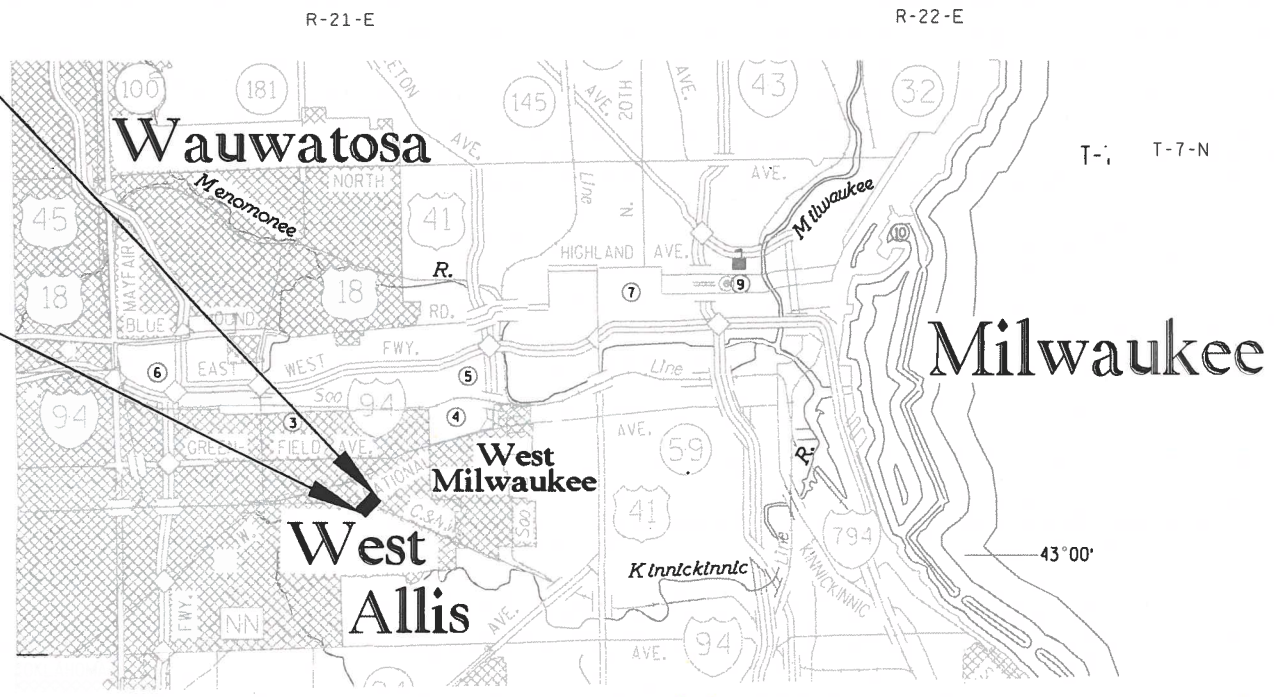
ACCESS RIGHTS	AR	POINT OF BEGINNING	POB
ACRES	AC	POINT OF CURVATURE	PC
AHEAD	AH	POINT OF COMPOUND CURVE	PCC
ALUMINUM	ALUM	POINT OF INTERSECTION	PI
AND OTHERS	ET AL	POINT OF TANGENCY	PT
BACK	BK	PROPERTY LINE	PL
BLOCK	BLK	RECORDED AS	(100')
CENTERLINE	C	REEL / IMAGE	R/I
CERTIFIED SURVEY MAP	CSM	REFERENCE LINE	R
CONCRETE	CONC	REMAINING	REM
COUNTY	CO	RESTRICTIVE DEVELOPMENT	ROE
COUNTY TRUNK HIGHWAY	CTH	EASEMENT	
DISTANCE	DI	RIGHT	RT
CORNER	COR	RIGHT OF WAY	R/W
DOCUMENT NUMBER	DOC	SECTION	SEC
EASEMENT	EASE	SEPTIC VENT	SEPV
EXISTING	EX	SQUARE FEET	SF
CAS VALVE	GV	STATE TRUNK HIGHWAY	STH
CRIO NORTH	CN	STATION	STA
HIGHWAY EASEMENT	HE	TELEPHONE PEDESTAL	TP
IDENTIFICATION	IO	TEMPORARY LIMITED EASEMENT	TLE
LAND CONTRACT	LC	TRANSPORTATION PROJECT	TPP
LEFT	LT	PLAT	
MONUMENT	MON	UNITED STATES HIGHWAY	USH
NATIONAL GEOEOTIC SURVEY	NCS	VOLUME	V
NUMBER	NO	CRIO COORDINATES	Y,X
OUTLOT	OL	GROUND COORDINATES	N,E
PAGE	P		
PERMANENT LIMITED EASEMENT	PLE		

END RELOCATION ORDER

STA. 46+70.00
 1,786.97' NORTH OF AND
 332.60' WEST OF THE
 SE. CORNER OF THE
 SE. 1/4, SECTION 3,
 T.6N., R.21E.
 N=373,841.59
 E=2,538,197.40

BEGIN RELOCATION ORDER

STA. 42+94.27
 1,549.59' NORTH OF AND
 623.83' WEST OF THE
 SE. CORNER OF THE
 SE. 1/4, SECTION 3,
 T.6N., R.21E.
 N=373,604.21
 E=2,537,906.17



CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD	---
TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---

NOTES:

COORDINATES SHOWN ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD27. ALL PLAT DISTANCES ARE GROUND LENGTH AND MAY BE CONVERTED TO GRID LENGTH BY MULTIPLYING THE DISTANCE BY THE CRIO FACTOR PROVIDED ON THE DETAIL SHEETS.

ALL NEW RIGHT OF WAY MONUMENTS WILL BE TYPE 2 MONUMENTS AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT. NEW RIGHT OF WAY MONUMENTATION THAT FALLS ON CONCRETE SURFACES WILL BE MONUMENTED BY A CHISELED CROSS ON 5' OFFSETS.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE THE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT HIGHWAY AUTHORITIES DEEM NECESSARY OR DESIRABLE. ALL TLE'S EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FOR DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

TOTAL NET LENGTH OF CENTERLINE = 0.069 MI.

ORIGINAL PLAT PREPARED BY

GRAEF

CARLA J. ROLLINS
 S-3207
 SHEBOYGAN, WI

LAND SURVEYOR

6/22/2023 *Carla J. Rollins*

(Date) (Signature)

REVISION DATE	CITY OF WEST ALLIS
APPROVED FOR THE CITY	<i>Traci Jungler</i>
DATE: 9/25/23	(Signature)


SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

4

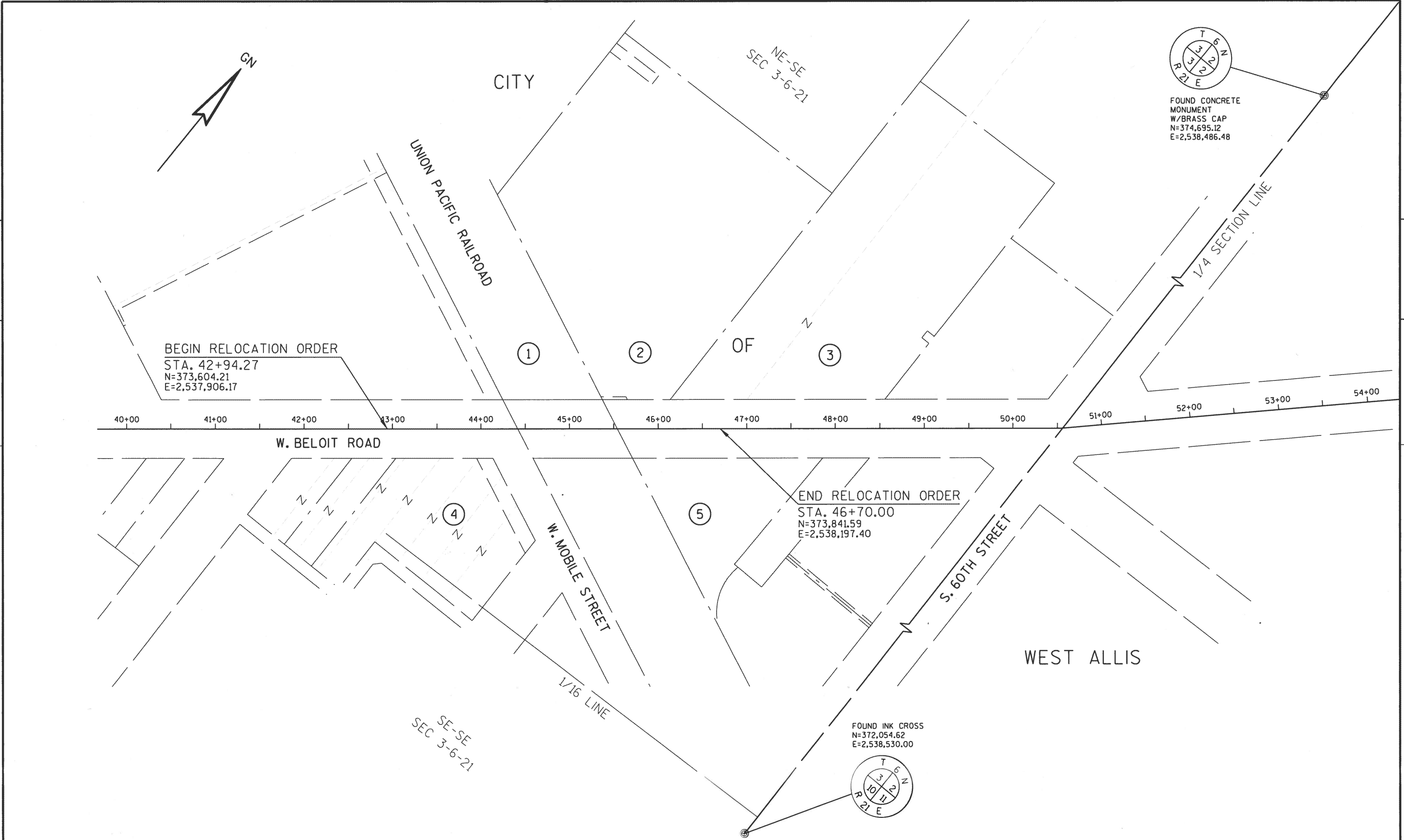
4

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED	TOTAL ACRES	NEW	EXISTING	TOTAL	REMAINING ACRES	TEMP. ACRES	PERM. ACRES	PARCEL NUMBER
1	4.04	Milwaukee and Madison Railway Company, Chicago and North Western Railway Company, Chicago and Northwestern Transportation Company and Union Pacific Railroad Company	TLE & PLE	VAST	0.000	0.000	0.000	VAST	0.038	0.043	1
2	4.04	Phoenix West Allis LLC	TLE	2.012	0.000	0.000	0.000	2.012	0.039	0.000	2
3	4.04	S.T. Evenignasiak LLC, a Wisconsin limited liability company	TLE	1.667	0.000	0.000	0.000	1.667	0.017	0.000	3
4	4.04	Land contract between Peter G. Agnos and Eugena P. Agnos, husband and wife, and Jose M. Lopez, as Purchaser	TLE	0.576	0.000	0.000	0.000	0.576	0.037	0.000	4
5	4.04	Dunham 6047 LLC	TLE	0.409	0.000	0.000	0.000	0.409	0.016	0.000	5
50		AT&T Wisconsin	TCE								
51		We Energies - Electric	TCE								
52		Sprint Communications Company	TCE								

REVISION DATE	DATE 06/21/2023	SCALE, FEET 0  N/A	HWY: W BELOIT ROAD	R/W PROJECT NUMBER 2525-03-03 (A)	PLAT SHEET 4.02
			COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER 2525-03-73	PS&E SHEET E

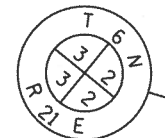
4

4



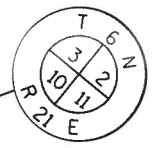
BEGIN RELOCATION ORDER
 STA. 42+94.27
 N=373,604.21
 E=2,537,906.17

END RELOCATION ORDER
 STA. 46+70.00
 N=373,841.59
 E=2,538,197.40



FOUND CONCRETE
 MONUMENT
 W/BRASS CAP
 N=374,695.12
 E=2,538,486.48

FOUND INK CROSS
 N=372,054.62
 E=2,538,530.00

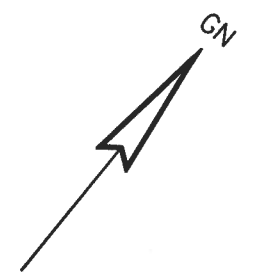


REVISION DATE	DATE 06/21/2023	SCALE, FEET 0 50 100	HWY: W. BELOIT ROAD	R/W PROJECT NUMBER 2525-03-03 (A)	PLAT SHEET 4.03
	GRIO FACTOR 0.99992401		COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER 2525-03-73	PS&E SHEET

NOTE: THE TLE'S DO NOT INCLUDE ANY PART OF BUILDINGS

HIGHWAY	BASIS OF EXISTING R/W	WIDTH
W. BELOIT ROAD	A55E50R'5 PLAT NO. 268 JOSEPH JUNEAU SUBDIVISION NO. 2 JOSEPH JUNEAU SUBDIVISION NO. 1	66'
UNION PACIFIC RR	OOC'S. 30133, 31178, 31182, 31190, 31193, 31196, 31250, 21542 A55E50R'5 PLAT NO. 268 JOSEPH JUNEAU SUBDIVISION NO. 1	100'
W. MOBILE STREET	JOSEPH JUNEAU SUBDIVISION NO. 1	40'

UTILITY NO.	OWNER	WIDTH	DOCUMENT NO.	PARCEL
50	AT&T WISCONSIN	16.5'	9803337	4
		BLANKET EASEMENT	3046563	4
		BLANKET EASEMENT	6472407	1
		BLANKET EASEMENT	3669795	3
		BLANKET EASEMENT	3841495	2
51	WE ENERGIES - ELECTRIC	BLANKET EASEMENT	3669795	3
		BLANKET EASEMENT	3841495	2
52	SPRINT COMMUNICATIONS COMPANY	BLANKET EASEMENT	10223155	2, 4, 5
		BLANKET EASEMENT	6134653	1

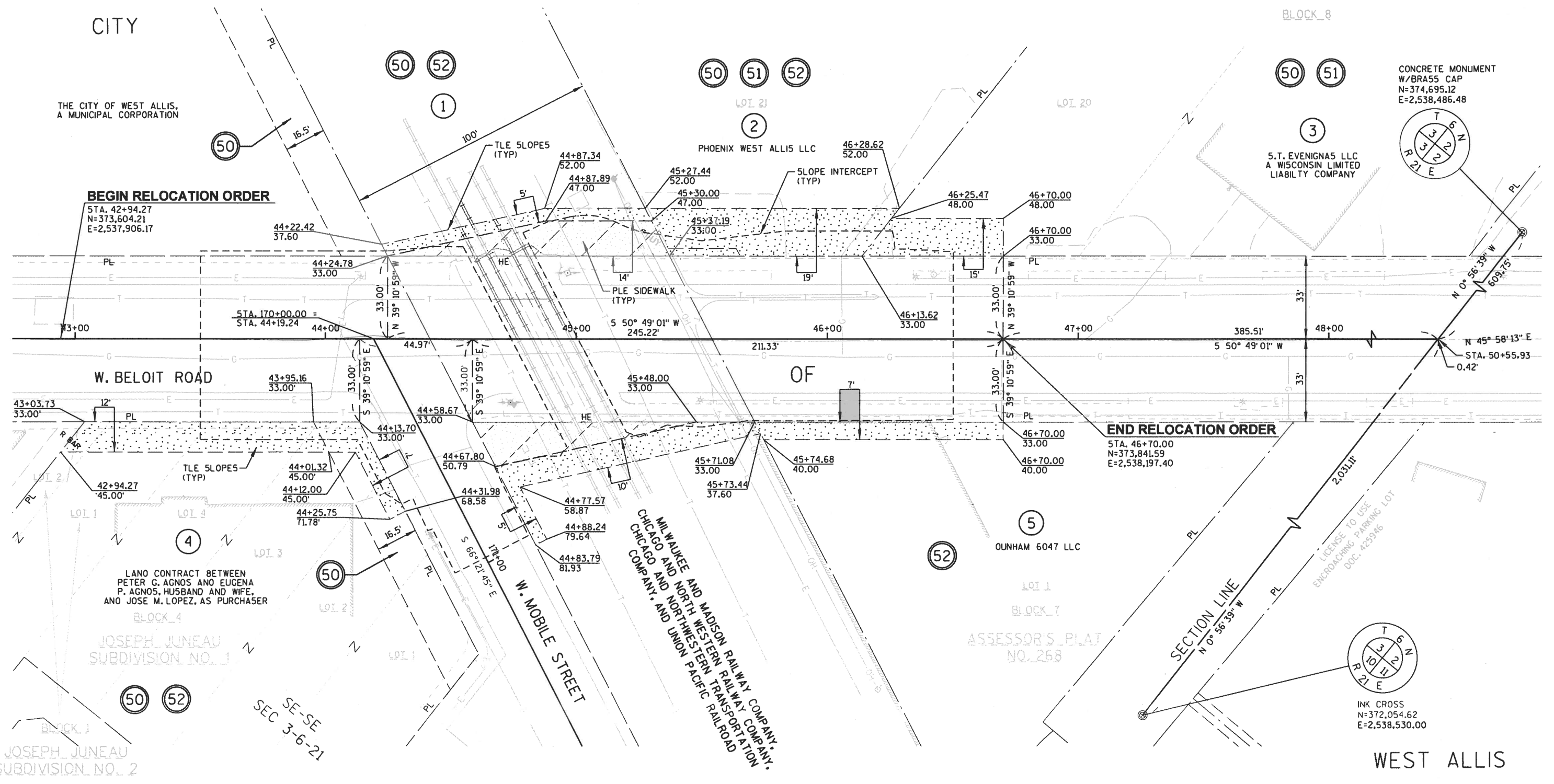


ASSESSOR'S PLAT
NO. 268

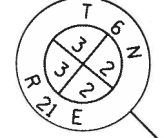
BLOCK 8

4

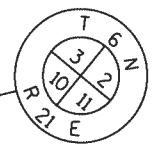
4



CONCRETE MONUMENT
W/BRA55 CAP
N=374,695.12
E=2,538,486.48



5.T. EVENIGNAS LLC
A WISCONSIN LIMITED
LIABILITY COMPANY



INK CROSS
N=372,054.62
E=2,538,530.00

REVISION DATE	DATE: 06/21/2023	SCALE, FEET 0 20 40	HWY: W. BELOIT ROAD	R/W PROJECT NUMBER: 2525-03-03 (A)	PLAT SHEET 4.04
	GRID FACTOR 0.99992401		COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER: 2525-03-73	PS&E SHEET

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN		NON-COMPENSABLE	
EXISTING R/W OR HE LINE	---	ELECTRIC POLE		COMPENSABLE	
PROPERTY LINE	---	TELEPHONE POLE		NON-COMPENSABLE	
LOT, TIE & OTHER MINOR LINES	---	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)			
SLOPE INTERCEPT	---	ACCESS RESTRICTED BY ACQUISITION			
CORPORATE LIMITS	---	NO ACCESS (BY STATUTORY AUTHORITY)			
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)			
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---	NO ACCESS (NEW HIGHWAY)			
TEMPORARY LIMITED EASEMENT AREA	---	PARCEL NUMBER (25)		UTILITY NUMBER (40)	
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---	PARALLEL OFFSETS			
TRANSMISSION STRUCTURES	---				
BUILDING TO BE REMOVED					
BRIDGE					

STATE OF WISCONSIN
 DEPARTMENT OF TRANSPORTATION
 PLAN OF PROPOSED IMPROVEMENT
C WEST ALLIS, W BELOIT ROAD
 MOBILE ST - UP RR CROSS
 LOCAL ROAD
 MILWAUKEE COUNTY

STATE PROJECT NUMBER
2525-03-03

R/W PROJECT NUMBER 2525-03-03 (B)	SHEET NUMBER 4.01	TOTAL SHEETS 4
PLAT OF RIGHT OF WAY REQUIRED FOR C WEST ALLIS, W BELOIT ROAD MOBILE ST - UP RR CROSS		
S 55TH STREET		MILWAUKEE CO.
CONSTRUCTION PROJECT NUMBER 2525-03-73		

CAUTION
 THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY.
 DEEDS MUST BE CHECKED TO DETERMINE
 PROPERTY BOUNDARIES.

CURVE DATA

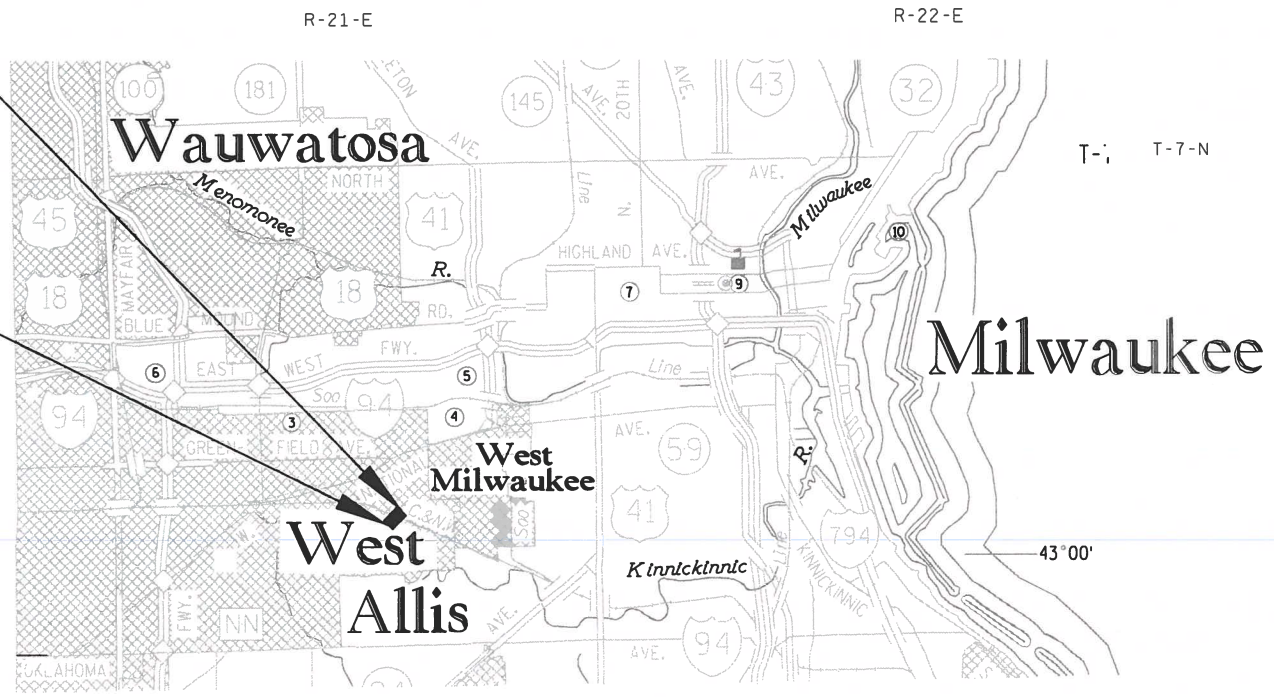
LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF BEGINNING	POB
ACRES	AC	POINT OF CURVATURE	PC
AHEAD	AH	POINT OF COMPOUND CURVE	PCC
ALUMINUM	ALUM	POINT OF INTERSECTION	PI
AND OTHERS	ET AL	POINT OF TANGENCY	PT
BACK	BK	PROPERTY LINE	PL
BLOCK	BLK	RECORDED AS	(100')
CENTERLINE	C	REEL / IMAGE	R/I
CERTIFIED SURVEY MAP	CSM	REFERENCE LINE	R
CONCRETE	CONC	REMAINING	REM
COUNTY	CO	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
COUNTY TRUNK HIGHWAY	CTH	RIGHT	RT
DISTANCE	DIST	RIGHT OF WAY	R/W
CORNER	COR	SECTION	SEC
DOCUMENT NUMBER	DOC	EASEMENT	SEPV
EASEMENT	EASE	SEPTIC VENT	SF
EXISTING	EX	SQUARE FEET	STH
GAS VALVE	GV	STATE TRUNK HIGHWAY	STA
GRID NORTH	GN	STATION	TP
HIGHWAY EASEMENT	HE	TELEPHONE PEDESTAL	TLE
IDENTIFICATION	ID	TEMPORARY LIMITED EASEMENT	TLE
LAND CONTRACT	LC	TRANSPORTATION PROJECT PLAT	TPP
LEFT	LT	UNITED STATES HIGHWAY	USH
MONUMENT	MON	VOLUME	V
NATIONAL GEODETIC SURVEY NUMBER	NGS	GRID COORDINATES	Y,X
OUTLOT	OL	GROUND COORDINATES	N,E
PAGE	P		
PERMANENT LIMITED EASEMENT	PLE		

END RELOCATION ORDER
 STA. 15+03.23
 820.57' NORTH OF AND
 1,084.55' WEST OF THE
 SE. CORNER OF THE
 SW 1/4, SECTION 2,
 T.6N., R.21E.
 N=372,932.44
 E=2,540,088.54

BEGIN RELOCATION ORDER
 STA. 13+52.25
 669.61' NORTH OF AND
 1,082.00' EAST OF THE
 SE. CORNER OF THE
 SW 1/4, SECTION 2,
 T.6N., R.21E.
 N=372,781.49
 E=2,540,091.10



NOTES:

COORDINATES SHOWN ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD27. ALL PLAT DISTANCES ARE GROUND LENGTH AND MAY BE CONVERTED TO GRID LENGTH BY MULTIPLYING THE DISTANCE BY THE GRID FACTOR PROVIDED ON THE DETAIL SHEETS.

ALL NEW RIGHT OF WAY MONUMENTS WILL BE TYPE 2 MONUMENTS AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT. NEW RIGHT OF WAY MONUMENTATION THAT FALLS ON CONCRETE SURFACES WILL BE MONUMENTED BY A CHISELED CROSS ON 5' OFFSETS.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE THE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT HIGHWAY AUTHORITIES DEEM NECESSARY OR DESIRABLE. ALL TLE'S EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FOR DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

TOTAL NET LENGTH OF CENTERLINE = 0.029 MI.

CONVENTIONAL UTILITY SYMBOLS

WATER	---	W
GAS	---	G
TELEPHONE	---	T
OVERHEAD TRANSMISSION LINES	---	OH
ELECTRIC	---	E
CABLE TELEVISION	---	TV
FIBER OPTIC	---	FO
SANITARY SEWER	---	SAN
STORM SEWER	---	SS

ORIGINAL PLAT PREPARED BY

GRāEF

CARLA J. ROLLINS
 S-3207
 SHEBOYGAN, WI

6/22/2023
 (Date) *Carla J. Rollins*
 (Signature)

REVISION DATE	CITY OF WEST ALLIS
APPROVED FOR THE CITY	<i>Jaci Angler</i> (Signature)
DATE: 9/25/23	

E

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED	TOTAL ACRES	NEW	EXISTING	TOTAL	REMAINING ACRES	TEMP. ACRES	PERM. ACRES	PARCEL NUMBER
1	4.04	MICHAEL ROUBIK	TLE	0.290	0.000	0.000	0.000	0.290	0.0005 (23 SF)	0.000	1
2	4.04	Milwaukee and Madison Railway Company, Chicago and North Western Railway Company, Chicago and Northwestern Transportation Company and Union Pacific Railroad Company	TLE	VAST	0.000	0.000	0.000	VAST	0.066	0.000	2
50	4.04	AT&T Wisconsin	TCE								
52	4.04	Sprint Communications Company	TCE								

4

4

REVISION DATE

DATE 06/21/2023

SCALE, FEET



HWY: S 55TH STREET

R/W PROJECT NUMBER 2525-03-03 (B)

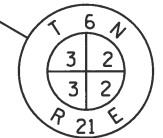
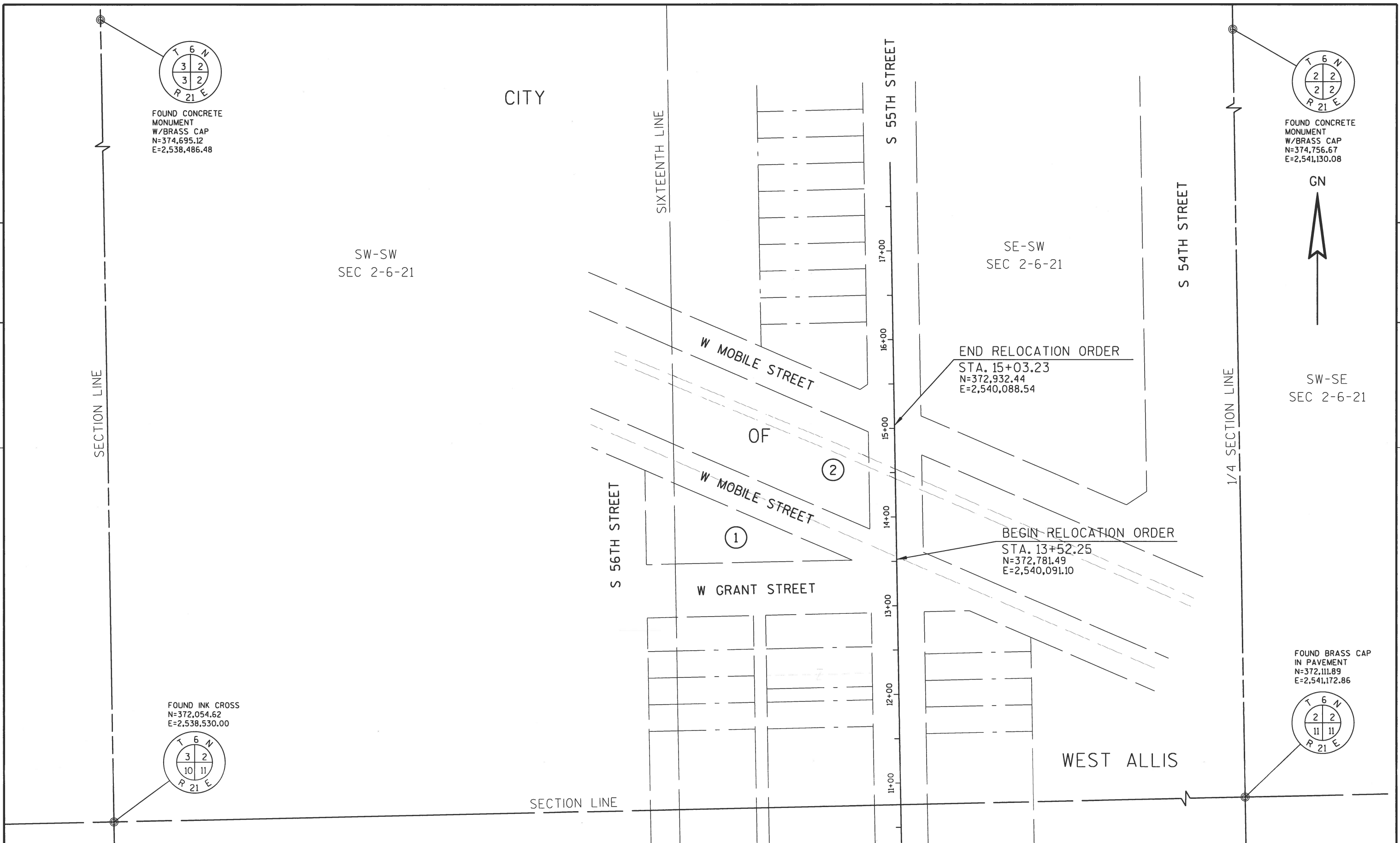
PLAT SHEET 4.02

COUNTY: MILWAUKEE

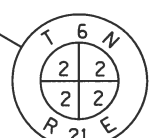
CONSTRUCTION PROJECT NUMBER 2525-03-73

PS&E SHEET

E



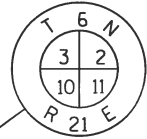
FOUND CONCRETE MONUMENT
W/BRASS CAP
N=374,695.12
E=2,538,486.48



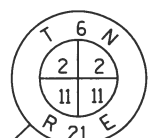
FOUND CONCRETE MONUMENT
W/BRASS CAP
N=374,756.67
E=2,541,130.08



FOUND INK CROSS
N=372,054.62
E=2,538,530.00



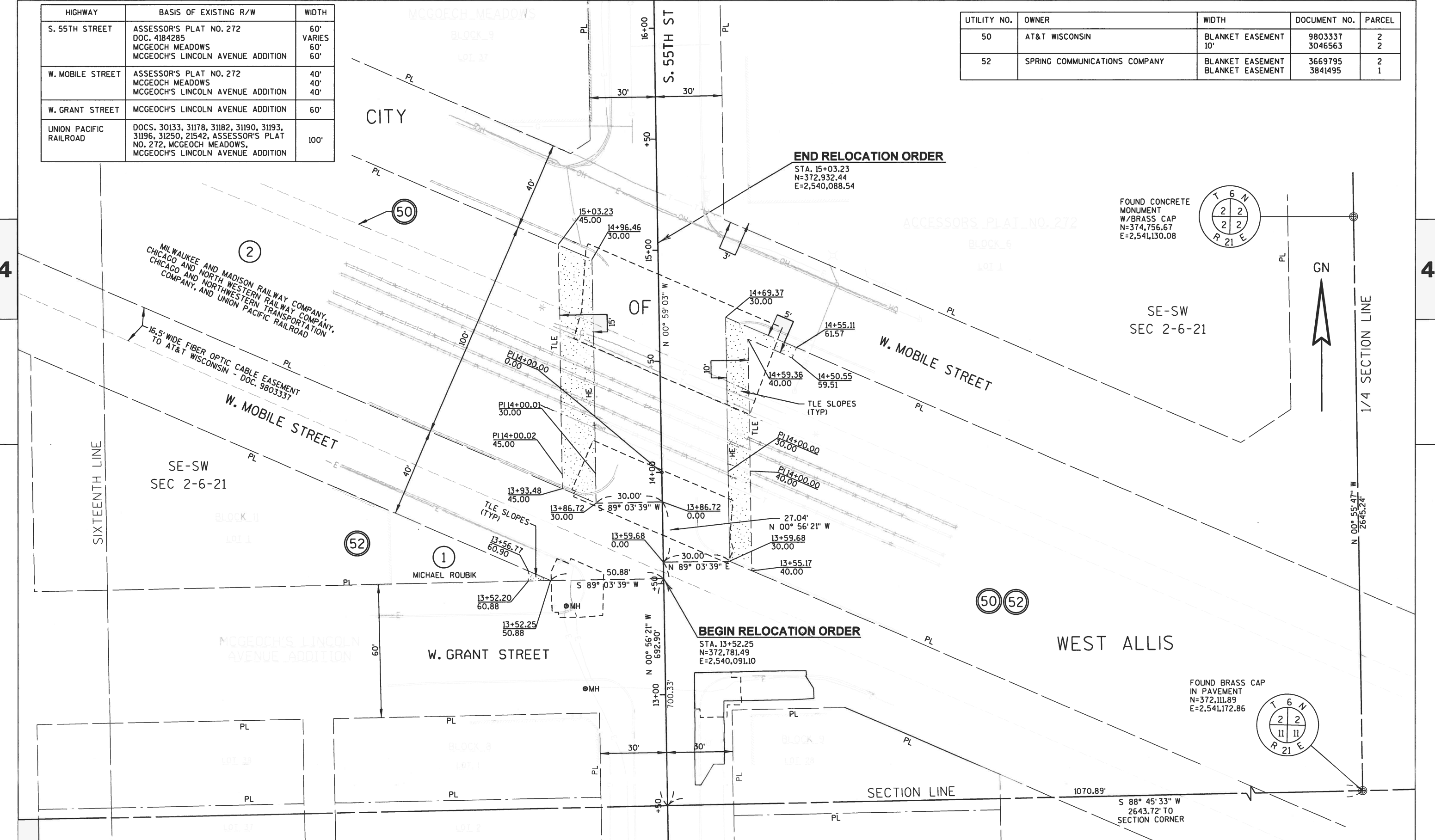
FOUND BRASS CAP
IN PAVEMENT
N=372,111.89
E=2,541,172.86



REVISION DATE	DATE 06/21/2023	SCALE, FEET 0 50 100	HWY: S 55TH STREET	R/W PROJECT NUMBER 2525-03-03 (B)	PLAT SHEET 4.03
	GRID FACTOR 0.99992401		COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER 2525-03-73	PS&E SHEET

HIGHWAY	BASIS OF EXISTING R/W	WIDTH
S. 55TH STREET	ASSESSOR'S PLAT NO. 272 DOC. 4184285 MCGEOCH MEADOWS MCGEOCH'S LINCOLN AVENUE ADDITION	60' VARIES 60' 60'
W. MOBILE STREET	ASSESSOR'S PLAT NO. 272 MCGEOCH MEADOWS MCGEOCH'S LINCOLN AVENUE ADDITION	40' 40' 40'
W. GRANT STREET	MCGEOCH'S LINCOLN AVENUE ADDITION	60'
UNION PACIFIC RAILROAD	DOCS. 30133, 31178, 31182, 31190, 31193, 31196, 31250, 21542, ASSESSOR'S PLAT NO. 272, MCGEOCH MEADOWS, MCGEOCH'S LINCOLN AVENUE ADDITION	100'

UTILITY NO.	OWNER	WIDTH	DOCUMENT NO.	PARCEL
50	AT&T WISCONSIN	BLANKET EASEMENT 10'	9803337 3046563	2 2
52	SPRING COMMUNICATIONS COMPANY	BLANKET EASEMENT BLANKET EASEMENT	3669795 3841495	2 1



REVISION DATE	DATE: 06/21/2023	SCALE, FEET 0 20 40	HWY: W. BELOIT ROAD	R/W PROJECT NUMBER: 2525-03-03 (B)	PLAT SHEET 4.04
	GRID FACTOR 0.99992401		COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER: 2525-03-73	PS&E SHEET

**CITY OF WEST ALLIS
RESOLUTION R-2023-0659**

**RESOLUTION TO ACCEPT THE PROPOSALS OF VARIOUS NURSERIES FOR
FURNISHING AND DELIVERING 150 TREES FOR FALL PLANTING FOR A
TOTAL NET SUM OF \$15,769**

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposals submitted by Acorn Farms for 29 trees at \$3040, Chestnut Ridge Nursery for 44 trees at \$4,510, Kankakee for 43 trees at \$4,388, Leaves Inspired for 10 trees at \$743, Schichtel's Nursery for 24 trees at \$3,088, for 150 trees for a total net amount of \$15,769. The purchase of the trees is from CDBG 220-7522-563-53-16 project C23401 for 78 trees at \$8,341 and MMSD Grant 540-1801-538-53-02 for 72 trees at \$7,428 in accordance with City of West Allis RFP #23-010 be and is hereby accepted.

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

SECTION 1: **ADOPTION** "R-2023-0659" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0659(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Item #	QTY	Description	NEW QTY	Price	Low Bid	Total	ACORN	CHESTNUT	GOODMARK	JOHNSONS	KANKAKEE	LAKE COUNTRY	LEAVES INSPIRED	MEACHAM	MidPark	McKAY	SCHICHEL	TILLMANN	TIMBER LINE	WAYSIDE	CD	MMSD		
1	6	Acer platanoides 'Columnare', Columnare Norway Maple, 1-1/2 - 1-3/4" BR	6	\$89.00	chestnut	\$534.00		\$89.00			\$95.00						\$118.00	\$165.00			\$105.00	6	\$534.00	
2	1	Acer platanoides 'Deborah', Deborah Norway Maple, 1-1/2 - 1-3/4" BR	1	\$85.00	chestnut	\$85.00		\$85.00			\$90.00					\$175.00	\$118.00 sub Conquest	\$150.00				\$105.00	1	\$85.00
3	5	Acer platanoides 'Emerald Queen' or 'Emerald Lustre', Emerald Queen or Emerald Lustre Norway Maple, 1-1/2-1-3/4" BR	5	\$85.00	kankakee	\$425.00	\$116.00	\$89.00	\$161.50		\$85.00					\$175.00	\$118.00	\$150.00				\$110.00	5	\$425.00
4	1	Acer saccharum 'Legacy' Legacy Sugar Maple, 1-1/2 - 1-3/4" BR	1	\$95.00	kankakee	\$95.00	\$125.00	\$102.00	\$182.75		\$95.00						\$124.00					\$95.00	1	\$95.00
5	3	Acer truncatun x A.platanoides 'JFS-KW202', Crimson Sunset Hybrid Maple, 1-1/2 - 1-3/4" B&B,cont,bag	3	\$125.00	acorn	\$375.00	\$125.00		\$170.00	\$195.00	\$130.00		\$137.00				\$168.00					\$175.00	3	\$375.00
6	3	Acer truncatun x A.platanoides 'Warrenred', Pacific Sunset Hybrid Maple, 1-1/2 - 1-3/4" BR	3	\$89.00	chestnut	\$267.00	\$116.00	\$89.00	\$212.50				\$102.00				\$124.00	\$150.00				\$135.00	3	\$267.00
7	1	Aesculus x 'Homestead', Homestead Buckeye, 1-1/2 - 1-3/4" B&B,cont,bag	1	\$175.00	chestnut	\$175.00		\$175.00	\$187.00 Atmn Spidr		\$160 sub Atmn spid						\$185.00					\$175.00	1	\$175.00
8	17	Amelanchier arborea 'Autumn Brilliance' Autumn Brilliance Serviceberry 1-1/2-1-3/4" BR	17	\$99.00	kankakee	\$1,683.00	\$134.00	\$111.00	\$170.00	\$210.00	\$99.00					\$190.00	\$117.00	\$165.00				\$115.00	17	\$1,683.00
9	5	Amelanchier arborea 'Princess Diana' Princess Diana Serviceberry 1-1/2-1-3/4" BR	5	\$117.00	schichtel	\$585.00	\$134.00		\$124.25		\$120.00						\$117.00					\$585.00	5	\$585.00
10	13	Amelanchier laevis 'Cumulus' Cumulus Serviceberry 1-1/2-1-3/4" BR	13	\$111.00	chestnut	\$1,443.00	\$134.00	\$111.00	\$174.25								\$117.00					\$1,443.00	13	\$1,443.00
11	3	Catalpa speciosa, Northern Catalpa, 1-1/2 - 1-3/4" B&B,Cont,Bag	3	\$96.00	kankakee	\$288.00	\$121.00	\$150.00	\$170.00	\$170.00	\$96.00		\$127.00			\$170.00	\$152.00	\$165.00				\$288.00	3	\$288.00
12	1	Cladrastis kentukea, American Yellowwood, 1/2 - 1-3/4" B&B,cont,bag	1	\$134.00	acorn	\$134.00	\$134.00	\$165.00	\$178.50		\$136.00		\$159.00				\$169.00					\$185.00	1	\$134.00
13	2	Crataegus crusgalli inermis, Thornless Cocksbur Hawthorn, 1-1/2 - 1-3/4" B&B,cont,bag	2	\$125.00	acorn	\$250.00	\$125.00	\$175.00	\$170.00		\$145.00		\$131.00			\$195.00	\$149.00					\$165.00	2	\$250.00
14	6	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" B&B,Cont,Bag	6	\$140.00	kankakee	\$840.00	\$143.00	\$175.00	\$270.00		\$140.00					\$250.00	\$185.00	\$185.00				\$315.00	6	\$840.00
15	6	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" BR	6	\$99.00	chestnut	\$594.00	\$143.00	\$99.00	\$270.00		\$118.00						\$151.00	\$185.00				\$295.00	6	\$594.00
16	2	Gleditsia tricanthos 'Skyline', Skyline Honeylocust, 1-1/2 - 1-3/4" BR	2	\$72.00	leaves	\$144.00	\$125.00	\$87.00	\$170.00	\$165.00	\$88.00		\$72.00			\$170.00	\$118.00	\$150.00				\$130.00	2	\$144.00
17	3	Gleditsia tricanthos 'Draves', Street Keeper Honeylocust, 1-1/2 - 1-3/4" BR	3	\$87.00	chestnut	\$261.00		\$87.00	\$170.00	\$180.00						\$210.00	\$118.00	\$160.00				\$130.00	3	\$261.00
18	2	Gymnocladus dioica 'Espresso', Espresso Kentucky Coffeetree, 1-1/2 - 1-3/4" B&B,cont,bag	2	\$125.00	acorn	\$250.00	\$125.00	\$180.00	\$137.00	\$230.00	\$140.00		\$142.00			\$260.00	\$156.00	\$165.00				\$195.00	2	\$250.00
19	5	Maackia amurensis 'Maackia', Maackia Amur Maackia, 1-1/2 - 1-3/4" B&B,cont,bag	5	\$125.00	acorn	\$625.00	\$125.00		\$173.50	\$310.00			\$170.00				\$104.00					\$625.00	5	\$625.00
20	1	Maclura pomifera 'white shield', White Shield Osage Orange, 1-1/2 - 1-3/4" B&B,cont,bag	1	\$145.00	schichtel	\$145.00		\$160.00	\$178.50		\$165.00						\$145.00					\$145.00	1	\$145.00
21	3	Malus 'Adams', Adams Crabapple, 1-1/2 - 1-3/4" B&B,cont,bag	3	\$99.00	kankakee	\$297.00		\$149.00	\$140.25		\$99.00						\$130.00	\$130.00				\$297.00	3	\$297.00
22	4	Malus 'Adirondak', Adirondak Crabapple, 1-1/2 - 1-3/4" BR	4	\$80.00	chestnut	\$320.00	\$98.00	\$80.00	\$140.25	\$155.00	\$101.00		\$90.00			\$180.00	\$113.00	\$130.00				\$105.00	4	\$320.00
23	2	Malus 'Ivory Spear', Ivory Spear Crabapple, 1-1/2 - 1-3/4" B&B,cont,bag	2	\$98.00	acorn	\$196.00	\$98.00	\$149.00		\$155.00	\$140.00		\$160.00				\$275.00					\$135.00	2	\$196.00
24	5	Malus 'Raspberry Spear', Raspberry Spear Crabapple, 1-1/2 - 1-3/4" B&B,cont,bag	5	\$98.00	acorn	\$490.00	\$98.00	\$149.00		\$155.00	\$125.00						\$300.00					\$135.00	5	\$490.00
25	2	Pyrus calleryana 'Autumn Blaze', Autumn Blaze Callery Pear, 1-1/2 - 1-3/4" B&B,cont,bag	2	\$169.00	Chestnut	\$338.00		\$169.00		\$165.00								\$140.00				\$135.00	2	\$338.00
26	18	Pyrus calleryana 'Chanticleer' OR 'Cleveland Select', Chanticleer or Cleveland Select Callery Pear, 1-1/2 - 1-3/4" B&B,cont,bag	18	\$131.00	schichtel	\$2,358.00		\$169.00		\$165.00			\$125.00 sub chastity			\$110.00	\$131.00					\$200.00	18	\$2,358.00
27	5	Syringa reticulata 'Ivory Silk', Ivory Silk Japanese Lilac, 1-1/2 - 1-3/4" BR	5	\$77.00	leaves	\$385.00	\$125.00	\$87.00	\$187.00	\$165.00	\$98.00		\$77.00			\$110.00	\$118.00	\$160.00				\$155.00	5	\$385.00
28	9	Taxodium distichum, Baldcypress, 1-1/2 - 1-3/4" B&B, Cont. or Grow Bag	9	\$80.00	acorn	\$720.00	\$80.00	\$169.00	\$170.00	\$195.00	\$110.00		\$150.00 sub Shawnee			\$170.00	\$131.00					\$235.00	9	\$720.00
29	2	Tilia Americana 'Redmond', Redmond Linden, 1-1/2 - 1-3/4" BR	2	\$70.00	leaves	\$140.00	\$125.00	\$80.00	\$172.25	\$155.00	\$105.00		\$70.00			\$170.00	\$118.00	\$160.00				\$140.00	2	\$140.00
30	3	Tilia cordata 'Corzam', Corinthian Littleleaf Linden, 1-1/2 - 1-3/4" BR	3	\$87.00	chestnut	\$261.00	\$125.00 sub Gmspr	\$87.00	\$172.25		\$92.00		\$95.00				\$118.00	\$160.00				\$261.00	3	\$261.00
31	1	Tilia cordata 'Glenleven', Glenleven Littleleaf Linden, 1-1/2 - 1-3/4" BR	1	\$87.00	chestnut	\$87.00	\$125.00	\$87.00			\$92.00		\$95.00			\$170.00	\$118.00					\$87.00	1	\$87.00

32	8	Ulmus x 'New Horizon', New Horizon Hybrid Elm, 3/4" B&B,cont,bag	1-1/2 - 1-1/2	8	\$95.00	kankakee	\$760.00		\$125.00	\$145.00	\$144.50	\$140.00	\$95.00			\$120.00	\$137.00	\$145.00		\$125.00	8	\$760.00												
33	1	Ulmus x 'Emerald Sunshine', Emerald Sunshine Elm, B&B,cont,bag	1-1/2 - 1-3/4"	1	\$145.00	chestnut	\$145.00		\$145.00				\$95 sub princeton				\$137.00 sub st. crx					1	\$145.00											
34	1	Ulmus Triumph, Triumph Elm, - 1-3/4" BR	1-1/2	1	\$74.00	leaves	\$74.00		\$116.00	\$87.00	\$144.50	\$140.00	\$95.00	\$74.00			\$160.00	\$137.00	\$145.00			1	\$74.00											
<p>RED Numbers indicate not correct spec. (substitutions)</p>												<p>too small talked to Paul 9/21</p>			<p>did not meet</p>			<p>did not meet</p>																
<p>Payment Terms</p>																		20 tree min	40 tree min	72	\$7,428.00	78	\$8,341.00											
<p>P-Card Acceptance</p>																																		
Total Trees				Total Trees				Acorn		Chestnut		Goodmark		Johnson		Kankakee		Leaves		Meacham		Mckay		Schichtel		Tillman		Timberline		540-1801-538-53-02		220-7522-563-53-16		
150				150				29 \$3,040.00		44 \$4,510.00				43 \$4,388.00				10 \$743.00				24 \$3,088.00						MMSDTR		C23401				

RFP # 23-010 Fall Trees for 2023

<u>Item #</u>	<u>QTY</u>	<u>Description</u>	<u>NEW QTY</u>	<u>Price</u>	<u>Low Bid</u>	<u>Total</u>
5	3	Acer truncatun x A.platanoides 'JFS-KW202', Crimson Sunset Hybrid Maple, 1-1/2 – 1-3/4" B&B,cont,bag	3	\$125.00	acorn	\$375.00
12	1	Cladrastis kentukea, American Yellowwood, 1/2 - 1-3/4" B&B,cont,bag	1	\$134.00	acorn	\$134.00
13	2	Crataegus crusgalli inermis, Thornless Cockspur Hawthorn, 1-1/2 – 1-3/4" B&B,cont,bag	2	\$125.00	acorn	\$250.00
18	2	Gymnocladus dioicus 'Espresso', Espresso Kentucky Coffeetree', 1-1/2 – 1- 3/4" B&B,cont,bag	2	\$125.00	acorn	\$250.00
19	5	Maackia amurensis 'MaacNificent', Maacificent Amur Maackia, 1-1/2 - 1-3/4" B&B,cont,bag	5	\$125.00	acorn	\$625.00
23	2	Malus 'Ivory Spear' Ivory Spear Crabapple, 1- 1/2 – 1-3/4" B&B,cont,bag	2	\$98.00	acorn	\$196.00
24	5	Malus 'Raspberry Spear' Raspberry Spear Crabapple, 1-1/2 – 1-3/4" B&B,cont,bag	5	\$98.00	acorn	\$490.00
28	9	Taxodium distichum, Baldcypress, 1-1/2 - 1- 3/4" B&B, Cont. or Grow Bag	9	\$80.00	acorn	\$720.00
Total			29			\$3,040.00

RFP # 23-010 Fall Trees for 2023

<u>Item #</u>	<u>QTY</u>	<u>Description</u>	<u>NEW QTY</u>	<u>Price</u>	<u>Low Bid</u>	<u>Total</u>
9	5	Amelanchier arborea 'Princess Diana' Princess Diana Serviceberry 1-1/2-1-3/4" BR	5	\$117.00	schichtel	\$585.00
20	1	Maclura pomifera 'white shield', White Shield Osage Orange, 1-1/2 - 1-3/4" B&B,cont,bag	1	\$145.00	schichtel	\$145.00
26	18	Pyrus calleryana 'Chanticleer' OR 'Cleveland Select', Chanticleer or Cleveland Select Callery Pear, 1-1/2 - 1-3/4" B&B,cont,bag	18	\$131.00	schichtel	\$2,358.00
Totals			24			\$3,088.00

RFP # 23-010 Fall Trees for 2023

Item #	QTY	Description	NEW QTY	Price	Low Bid	Total
16	2	Gleditsia tricanthos 'Skyline', Skyline Honeylocust, 1-1/2 - 1-3/4" BR	2	\$72.00	leaves	\$144.00
27	5	Syringa reticulata 'Ivory Silk', Ivory Silk Japanese Lilac, 1-1/2 - 1-3/4" BR	5	\$77.00	leaves	\$385.00
29	2	Tilia Americana 'Redmond', Redmond Linden, 1-1/2 - 1-3/4" BR	2	\$70.00	leaves	\$140.00
34	1	Ulmus Triumph, Triumph Elm, - 1-3/4" BR	1	\$74.00	leaves	\$74.00
Totals			10			\$743.00

RFP # 23-010 Fall Trees for 2023

Item #	QTY	Description	NEW QTY	Price	Low Bid	Total
3	5	Acer platanoides 'Emerald Queen' or 'Emerald Lustre', Emerald Queen or Emerald Lustre Norway Maple, 1-1/2-1-3/4" BR	5	\$85.00	kankakee	\$425.00
4	1	Acer saccharum 'Legacy' Legacy Sugar Maple, 1-1/2 – 1-3/4" BR	1	\$95.00	kankakee	\$95.00
8	17	Acer acer arborea Autumn Brilliance Autumn Brilliance Serviceberry 1-1/2-1-3/4" BR	17	\$99.00	kankakee	\$1,683.00
11	3	Catalpa speciosa, Northern Catalpa, 1-1/2 – 1-3/4" B&B,Cont,Bag	3	\$96.00	kankakee	\$288.00
14	6	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" B&B,Cont,Bag	6	\$140.00	kankakee	\$840.00
21	3	Malus 'Adams', Adams Crabapple, 1-1/2 – 1-3/4" BB,cont,bag	3	\$99.00	kankakee	\$297.00
32	8	Ulmus x New Horizon, New Horizon Hybrid Elm, 1-1/2 - 1-3/4" B&B,cont,bag	8	\$95.00	kankakee	\$760.00
Total			43			\$4,388.00

RFP # 23-010 Fall Trees for 2023

Item #	QTY	Description	NEW QTY	Price	Low Bid	Total
1	6	Acer platanoides 'Columnare', Columnare Norway Maple, 1-1/2 – 1-3/4" BR	6	\$89.00	chestnut	\$534.00
2	1	Acer platanoides 'Deborah', Deborah Norway Maple, 1-1/2 – 1-3/4" BR	1	\$85.00	chestnut	\$85.00
6	3	Acer truncatun x A.platanoides 'Warrenred', Pacific Sunset Hybrid Maple, 1-1/2 – 1-3/4" BR	3	\$89.00	chestnut	\$267.00
7	1	Aesculus x 'Homestead', Homestead Buckeye, 1-1/2 – 1-3/4" B&B,cont,bag	1	\$175.00	chestnut	\$175.00
10	13	Amelanchier laevis 'Cumulus' Cumulus Serviceberry 1-1/2-1-3/4" BR	13	\$111.00	chestnut	\$1,443.00
15	6	Ginkgo biloba 'Princeton Sentry', Princeton Sentry Ginkgo, 1-1/2 - 1-3/4" BR	6	\$99.00	chestnut	\$594.00
17	3	Gleditsia tricanthos 'Draves', Street Keeper Honeylocust, 1-1/2 - 1-3/4" BR	3	\$87.00	chestnut	\$261.00
22	4	Malus 'Adirondak', Adirondak Crabapple, 1-1/2 – 1-3/4" BR	4	\$80.00	chestnut	\$320.00
25	2	Pyrus calleryana 'Autumn Blaze' "Autumn Blaze' Callery Pear, 1-1/2 - 1-3/4" B&B,cont,bag	2	\$169.00	Chestnut	\$338.00
30	3	Tilia cordata 'Corzam', Corinthian Littleleaf Linden, 1-1/2 – 1-3/4" BR	3	\$87.00	chestnut	\$261.00
31	1	Tilia cordata 'Glenleven', Glenleven Littleleaf Linden, 1-1/2 – 1-3/4" BR	1	\$87.00	chestnut	\$87.00
33	1	Ulmus x 'Emerald Sunshine', Emerald Sunshine Elm, 1-1/2 – 1-3/4" B&B,cont,bag	1	\$145.00	chestnut	\$145.00
Total			44			\$4,510.00

**CITY OF WEST ALLIS
RESOLUTION R-2023-0660**

**RESOLUTION ORDERING PRELIMINARY PLANS AND SPECIFICATIONS
TOGETHER WITH A SCHEDULE OF PROPOSED ASSESSMENTS FOR
IMPROVEMENT OF S. 118TH ST - W. WASHINGTON ST. TO W RAINBOW AVE.;
W. WALKER ST. - S. 60TH ST. TO EAST OF S. 56TH ST.; W. ROGERS ST. - S. 76TH
ST. TO S. 84TH ST.; S. 77TH ST. - W. PIERCE ST. TO W. WALKER ST.; S. 89TH ST. -
W. GREENFIELD AVE. TO W. ORCHARD ST.; S. 86TH S. - W. GREENFIELD AVE.
TO W. WASHINGTON ST AND PORTIONS OF INTERSECTING STREETS.**

WHEREAS, It is proposed to improve the street as hereinafter described.

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

1. In the judgment of the Common Council it is necessary and in the best interests of the City and the property affected thereby that be improved by the installation of new concrete curb and gutter, new (concrete/asphalt) construction of pavement, new driveway approaches, new concrete sidewalk, storm sewer relay, sanitary relay, water main relay, building services, utility adjustments and storm underdrain.
2. The Common Council declares its intention to exercise its police power under Wisconsin Statutes Chapter 66, Subchapter VII, to levy special assessments upon property for the foregoing municipal purposes. The limits of the proposed assessment district shall be generally the property abutting the street proposed to be improved.
3. The total amount assessed against each parcel in the assessment district shall be upon a reasonable basis as determined by the Common Council.
4. Assessments may be paid in full or any portion thereof, without interest, not later than 30 days following the billing date, or with applicable interest added on the next tax roll, or in five annual installments, or in ten annual installments, in accordance with Resolution No. 17095.
5. The City Engineer is hereby directed to prepare and file in the City Clerk's office the reports described in Section 66.0703(5) of the Wisconsin Statutes, consisting of:
 - a. Preliminary plans and specifications for said improvements;
 - b. An estimate of the entire cost of the proposed improvements;
 - c. Schedule of proposed assessments.
6. Notice shall be given and a hearing conducted by the Common Council in accordance with the provisions of Section 66.0703(7) of the Wisconsin Statutes.

SECTION 1: **ADOPTION** “R-2023-0660” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0660(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0661**

**RESOLUTION TO APPROVE BID OF UPI CONSTRUCTION LLC FOR WATER
MAIN RELAYS IN S. 97TH ST. FROM W. BECHER ST. TO W. BURNHAM ST. AND
W. BURNHAM ST. FROM S. 96TH S. TO S. 98TH ST. IN THE CITY OF WEST
ALLIS IN THE AMOUNT OF \$484,369**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of UPI Construction LLC for 2023 Project No. 15 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of UPI Construction LLC for 2023 Project No. 15 water main relay and pavement restoration in:

S. 97th St. from W. Becher St. to W. Burnham St.
W. Burnham St. from S. 96th St. to S. 98th St.

(PLAN FILE NOS. W-1449, W-1450, W-1451)

for the sum of Four Hundred, Eighty-four Thousand, Three Hundred Sixty-nine and 00/100 dollars (\$484,369) 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 American Rescue Plan Act Funds.

SECTION 1: **ADOPTION** “R-2023-0661” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0661(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0663**

**RESOLUTION TO AMEND FEE SCHEDULE BY ADDING FEE FOR ALCOHOL
CONSUMPTION PERMISSION DURING PARK RENTAL**

WHEREAS, the director of public works recommended adding a \$50 fee for any park rental permit that authorizes the permittee to consume alcohol; and

WHEREAS, the director of public works intends to enact rules that 1) require applicants who seek permission to consume alcohol prove they are at least 21 years old and 2) limit alcohol consumption of only beer and wine, while prohibiting other liquor;

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

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

AMENDMENT

Public Works

1. Park Rental. The director of public works shall collect the following park permit fees as applicable.

Type	Fee Amount	Authority
Honey Creek Park Rental Area Klentz Park Rental Area Liberty Heights Park Rental Area Reservoir Park Rental Area Veterans Park Rental Area Burnham Pointe Park Rental Area	\$50.00 per day <u>+ \$50.00 per day for alcohol permission</u>	

2. Drop-Off Waste Processing Fees. The director of public works shall collect the following waste processing fees for any items dropped off at the City's designated waste processing facility, as applicable.

Service	Fee Amount	Authority
Brush, household debris, demolition materials, concrete, and ground drop off	\$0.00 (<1 cu. yd - once per day) \$15.00 (over 1-3 cu. yds) \$30.00 (over 3-6 cu. yds) \$50.00 (over 6-8 cu. yds)	
Microwave	\$5.00 per unit	
Television - CRT, LED, LCD	\$25.00 per unit	
Television - Console, Plasma, Projection, Other	\$40.00 per unit	
Tires (except tractor tire)	\$5.00 each (0"-16" rim diameter) \$15.00 each (Over 16" rim diameter)	
Tires (tractor tire)	\$60.00 each	

3. Pick-Up Waste Processing Fees. The director of public works shall collect the following waste processing fees for any items picked up at from private property or an area in front of private property, as applicable.

Service	Fee Amount	Authority
Heavy item charge - over 150 lbs	\$50.00 per item	
Brush, household debris, demolition materials, concrete, and ground collection	\$50.00 (over 1-4 cu. yds) \$100.00 (over 4-8 cu. yds)	

4. Water Utility Fees. The director of public works shall collect the following water utility fees as applicable

Type	Fee Amount	Authority
Final bill - Statement and Reading	\$50.00 per bill	
Illegal Service Correction	\$50.00	
Missed appt charge - During normal business hours	\$50.00 per missed appointment	
Service Reconnection Fee	\$50.00 (during business hours) \$75.00 (outside of business hours)	
Water Meter Broken or Missing	Actual Repair or Replacement Cost	

5. Item Sales. The director of public works shall collect the following amounts for items sold, as applicable. For any refuse or recycle cart delivered to a customer, the director of public works shall collect the actual cost paid by the City for that refuse or recycle cart. The city clerk shall update the table below to reflect the most recent price reported to the clerk's office by the director of public works.

Item	Fee Amount	Authority
Recycle Cart	\$65.00 each (96 gallon)	
Refuse Cart	\$58.00 each (96 gallon) \$52.00 each (64 gallon)	

6. Miscellaneous Services. The director of public works shall collect the following service fees as applicable.

Item	Fee Amount	Authority
Pickup service requested by households where all residents have a disability that prevents placement of garbage and recycling at curbside/alley edge	\$100.00 per year	WAMC 7.05
Shopping Cart Storage	\$15.00 per cart + 1.00 per day in storage	WAMC 6.017(6)

7. Reserved.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

Public Works

1. Park Rental. The director of public works shall collect the following park permit fees as applicable.

Type	Fee Amount	Authority
Honey Creek Park Rental Area Klentz Park Rental Area Liberty Heights Park Rental Area Reservoir Park Rental Area Veterans Park Rental Area Burnham Pointe Park Rental Area	\$50.00 per day <u>\$50.00 for alcohol permission</u>	

2. Drop-Off Waste Processing Fees. The director of public works shall collect the following waste processing fees for any items dropped off at the City's designated waste processing facility, as applicable.

Service	Fee Amount	Authority
Brush, household debris, demolition materials, concrete, and ground drop off	\$0.00 (<1 cu. yd - once per day) \$15.00 (over 1-3 cu. yds) \$30.00 (over 3-6 cu. yds) \$50.00 (over 6-8 cu. yds)	
Microwave	\$5.00 per unit	
Television - CRT, LED, LCD	\$25.00 per unit	
Television - Console, Plasma, Projection, Other	\$40.00 per unit	
Tires (except tractor tire)	\$5.00 each (0"-16" rim diameter) \$15.00 each (Over 16" rim diameter)	
Tires (tractor tire)	\$60.00 each	

3. Pick-Up Waste Processing Fees. The director of public works shall collect the following waste processing fees for any items picked up ~~at~~ from private property or an area in front of private property, as applicable.

Service	Fee Amount	Authority
Heavy item charge - over 150 lbs	\$50.00 per item	
Brush, household debris, demolition materials, concrete, and ground collection	\$50.00 (over 1-4 cu. yds) \$100.00 (over 4-8 cu. yds)	

4. Water Utility Fees. The director of public works shall collect the following water utility fees as applicable.

Type	Fee Amount	Authority
Final bill - Statement and Reading	\$50.00 per bill	
Illegal Service Correction	\$50.00	
Missed appt charge - During normal business hours	\$50.00 per missed appointment	
Service Reconnection Fee	\$50.00 (during business hours) \$75.00 (outside of business hours)	
Water Meter Broken or Missing	Actual Repair or Replacement Cost	

5. Item Sales. The director of public works shall collect the following amounts for items sold, as applicable. For any refuse or recycle cart delivered to a customer, the director of public works shall collect the actual cost paid by the City for that refuse or recycle cart. The city clerk shall update the table below to reflect the most recent price reported to the clerk's office by the director of public works.

Item	Fee Amount	Authority
Recycle Cart	\$65.00 each (96 gallon)	
Refuse Cart	\$58.00 each (96 gallon) \$52.00 each (64 gallon)	

6. Miscellaneous Services. The director of public works shall collect the following service fees as applicable.

Item	Fee Amount	Authority
Pickup service requested by households where all residents have a disability that prevents placement of garbage and recycling at curbside/alley edge	\$100 per year	WAMC 7.05
Shopping Cart Storage	\$15.00 per cart + 1.00 per day in storage	WAMC 6.017(6)

7. Reserved.

HISTORY

Adopted by Res. [R-2021-0247](#) on 4/20/2021
Amended by Res. [R-2021-0385](#) on 7/13/2021
Amended by Res. [R-2021-0461](#) on 8/3/2021
Amended by Res. [R-2022-0250](#) on 4/7/2022
Amended by Res. [R-2022-0658](#) on 10/4/2022
Amended by Res. [R-2023-0003](#) on 1/10/2023
Amended by Res. [R-2023-0255](#) on 3/21/2023

**CITY OF WEST ALLIS
RESOLUTION R-2023-0664**

**RESOLUTION ORDERING PRELIMINARY PLANS AND SPECIFICATIONS
TOGETHER WITH A SCHEDULE OF PROPOSED ASSESSMENTS FOR
IMPROVEMENT OF W. PIERCE ST. - S. 76TH ST. TO S. 77TH ST.**

WHEREAS, It is proposed to improve the street as hereinafter described.

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

1. In the judgment of the Common Council it is necessary and in the best interests of the City and the property affected thereby that W. Pierce St. - S. 76th St. to S. 77th St. be improved by the installation of major asphalt resurfacing of the pavement, miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.
2. The Common Council declares its intention to exercise its police power under Wisconsin Statutes Chapter 66, Subchapter VII, to levy special assessments upon property for the foregoing municipal purposes. The limits of the proposed assessment district shall be generally the property abutting the street proposed to be improved.
3. The total amount assessed against each parcel in the assessment district shall be upon a reasonable basis as determined by the Common Council.
4. Assessments may be paid in full or any portion thereof, without interest, not later than 30 days following the billing date, or with applicable interest added on the next tax roll, or in five annual installments, or in ten annual installments, in accordance with Resolution No. 17095.
5. The City Engineer is hereby directed to prepare and file in the City Clerk's office the reports described in Section 66.0703(5) of the Wisconsin Statutes, consisting of:
 - a. Preliminary plans and specifications for said improvements;
 - b. An estimate of the entire cost of the proposed improvements;
 - c. Schedule of proposed assessments.
6. Notice shall be given and a hearing conducted by the Common Council in accordance with the provisions of Section 66.0703(7) of the Wisconsin Statutes.

SECTION 1: **ADOPTION** "R-2023-0664" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0664(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0665**

**RESOLUTION ORDERING PRELIMINARY PLANS AND SPECIFICATIONS
TOGETHER WITH A SCHEDULE OF PROPOSED ASSESSMENTS FOR
IMPROVEMENT OF AREA BOUNDED BY S. 68TH ST. TO S. 78TH ST. AND W.
OKLAHOMA AVE. TO THE UNION PACIFIC RAILROAD**

WHEREAS, It is proposed to improve the sidewalk as hereinafter described.

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

1. In the judgment of the Common Council it is necessary and in the best interests of the City and the property affected thereby that area bounded by S. 68th St. to S. 78th St. and W. Oklahoma Ave. to the Union Pacific Railroad be improved by the installation of miscellaneous sidewalk repair.
2. The Common Council declares its intention to exercise its police power under Wisconsin Statutes Chapter 66, Subchapter VII, to levy special assessments upon property for the foregoing municipal purposes. The limits of the proposed assessment district shall be generally the property abutting the sidewalk proposed to be improved.
3. The total amount assessed against each parcel in the assessment district shall be upon a reasonable basis as determined by the Common Council.
4. Assessments may be paid in full or any portion thereof, without interest, not later than 30 days following the billing date, or with applicable interest added on the next tax roll, or in five annual installments, or in ten annual installments, in accordance with Resolution No. 17095.
5. The City Engineer is hereby directed to prepare and file in the City Clerk's office the reports described in Section 66.0703(5) of the Wisconsin Statutes, consisting of:
 - a. Preliminary plans and specifications for said improvements;
 - b. An estimate of the entire cost of the proposed improvements;
 - c. Schedule of proposed assessments.
6. Notice shall be given and a hearing conducted by the Common Council in accordance with the provisions of Section 66.0703(7) of the Wisconsin Statutes.

SECTION 1: **ADOPTION** "R-2023-0665" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0665(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



CLAIMANT CONTACT INFORMATION

Name: EROL KOLCU
Address: C/O ALPER KOLCU
225 N 66TH ST. MILWAUKEE, WI.

Phone: (312) 404-2424
Email: alkolcu0@gmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 09/18/2023 Time of day: _____
Location: 1909 S 73rd St. West Allis, WI, 53214

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.

The commercial property owners started to pressure Plaintiff to sell the property, again, in early 2023. Then Lisa started posting citations on Plaintiff's vehicles indicating they were abandoned, pursuant to the Municipal Code "6.015". Plaintiff reached out to Lisa indicating they were exempt because their vehicles were not abandoned without the owner's consent, in fact they were owners. Lisa replied to Plaintiff and Plaintiff's email indicating the vehicles needed to be removed. Plaintiff responded citing the city ordinance indicating "'Abandoned vehicle" shall mean and include any vehicle that has been allowed to remain standing in the City on any alley, street, highway, public place or private property without the owner's permission..." Also shown under Municipal Code 10.13(5)(f) where they were exempt.

Plaintiff also responded indicating the code did not apply to the vehicles where it is out of ordinary view, per MC Section 6.015(4) "Exemptions. This section shall not apply to any vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of such business enterprise; a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City or, a vehicle out of the ordinary public view. "

(PLEASE SEE ATTACHED NOTICE OF INTENT TO SUE LETTER, DATED 09/18/2023)

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: _____

Date: 09/18/2023

CLAIM AMOUNT

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

The total amount sought is: \$ 75,500.00

SAVE

PRINT

Monday, September 18, 2023

City of West Allis
Attn: City Clerk, Rebecca Grill
7525 W Greenfield Ave,
West Allis, WI 53214

City of West Allis
Attn: Dan Devine, Mayor
7525 W Greenfield Ave,
West Allis, WI 53214

City of West Allis
Attn: Michael Mazmanian, Director of Code Enforcement
7525 W Greenfield Ave,
West Allis, WI 53214

Milwaukee County Clerk of Circuit Court
Attn: George L. Christenson
901 N 9th St, Room 104,
Milwaukee, WI, 53233

**Re: Notice of Intent to File a Lawsuit
KOLCU v. City Of West Allis,
Milwaukee County, WI**

Dear Ms. Grill, Mr.Devine and Mr,Mazmanian,

The purpose of this Letter is to provide a formal notice that Erol Kolcu ("Plaintiff"), being represented by his son, Alper Kolcu ("Petitioner"), intends to file a lawsuit against City Of West Allis ("Defendant") due to the reasons explained under the "Statement Of Claims" section below.

1- Settlement Demand.

As a result of the actions listed under Section 3 "Statement of Claims", the Plaintiff desires relief in the **form of monetary settlement or payment AND/OR relief listed under Section 4 of this document "Relief" listed below**, for Monetary Payment, Punitive Damages, Medical Bills Payments, Personal Injury Penalty payment Dollars (\$75,500.00)

This offer to settle the matter out of court and avoid a lawsuit is valid for 30 days days from the Date. If the Plaintiff does not receive a favorable response in 30 days days, the Plaintiff will immediately begin a lawsuit.

Monday, September 18, 2023

2-Governing Law.

This Letter of Intent to Sue shall be governed by, and construed in accordance with, the laws of the State of Wisconsin as well as Federal and Constitutional Rights, including First Amendment

Please be advised that I, Alper Kolcu (hereinafter "Al" and/or "Kolcu", "Petitioner"), am presenting our case as a Pro Se in the above-referenced matter. Pursuant to Wis. Stat. §342, 249.13, 893.55, 893.56, 893.70, 893.80¹⁻², 893.80(1m) this letter serves to confirm that we have a claim for damages against the City of West Allis^{2,3}. These claims arising from the wrongful and unlawful acts of city inspectors (Lisa Franzen) and any other Officers involved in harassment and deliberate indifference of the Plaintiff and his employees at the vacant lot he owns and maintains at 1909 S 73rd St, West Allis, WI, 53214.

Pursuant to WI State Statute Section 342.40(1m) *"(1m) No person shall leave unattended any motor vehicle, trailer, semitrailer or mobile home on any public highway or private or public property, for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. Except as otherwise provided in this section, whenever any vehicle has been left unattended without the permission of the property owner for more than 48 hours in cities of the 1st class and, in other cities, villages and towns, a period set by the governing body thereof, the vehicle is deemed abandoned and constitutes a public nuisance. A motor vehicle shall not be considered an abandoned motor vehicle when it is out of ordinary public view, or when designated as not abandoned by a duly authorized municipal or county official pursuant to municipal or county ordinance."*

The U. S. Department of Housing and Urban Development (HUD) enforces the Federal Fair Housing Act. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, *"prohibits Limit privileges, services or facilities of a dwelling"*. This Act also prohibits the following; *"For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)"; "The Fair Housing Act makes it illegal to harass persons because of race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin."; "Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right"*

3- STATEMENT OF CLAIM.

Plaintiff is pressured by the neighboring commercial property owners to sell his property to them on a continuous matter. When Plaintiff purchased the property, three of the four lots formerly owned by Warden Oil, he was contacted by the property owner across the alley pressuring him to sell it to him for the sale price. One owner stated "We could buy it the easy way or the hard way. Got plenty of connections in the city (Of West Allis)" pointing to the direction city hall at 76th St.

At the time, Plaintiff refused and consulted with the city on how to improve the lot, whether needed a permit to lay gravel at the lot to store his construction vehicles. He was told,

Monday, September 18, 2023

"Since the gravel did not change the impermeability of the soil it did not require a permit as opposed to pavement". Therefore, laid gravel for storing vehicles until he completes the site survey for an application to submit a permit for a high density residential complex.

While he was consulting with the city as to the history of the property, consulting with the DNR for record retrieval he was contacted by the other owners in the area for pressure to sell. Then was told to wait till the tickets rain in his property, referring to the citations posted by the city inspector Lisa Franzen ("Lisa") in early 2022.

Plaintiff's son, Petitioner, reached out to the city as the Plaintiff has limited English language capacity. His son, Al, was told the gravel was fine by numerous inspectors in the area. Property was well maintained and kept in good shape, made good connections with the residential neighbors.

The commercial property owners started to pressure Plaintiff to sell the property, again, in early 2023. Then Lisa started posting citations on Plaintiff's vehicles indicating they were abandoned, pursuant to the Municipal Code "6.015". Plaintiff reached out to Lisa indicating they were exempt because their vehicles were not abandoned without the owner's consent, in fact they were owners. Lisa replied to Petitioner and Plaintiff's email indicating the vehicles needed to be removed. Plaintiff responded citing the city ordinance indicating "*Abandoned vehicle shall mean and include any vehicle that has been allowed to remain standing in the City on any alley, street, highway, public place or private property without the owner's permission...*" Also shown under Municipal Code 10.13(5)(f) where they were exempt.

Plaintiff also responded indicating the code did not apply to the vehicles where it is out of ordinary view, per MC Section 6.015(4) "*Exemptions. This section shall not apply to any vehicle in an enclosed building; a vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of such business enterprise; a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City or; a vehicle out of the ordinary public view. "*

Petitioner placed privacy fences around the property in 2022. The privacy fence and the metal fence kept being removed by the neighbor owner, as observed by some.

On September 8, 2023, City Inspector, Lisa, showed up to the personal property once again to post citations on all five vehicles and a trailer to be removed or face charges.

Inspector Lisa, or any other inspector or officer, did not ticket, cite or noted any other vehicles with expired or no plates within a mile radius of Plaintiff's lot.

Plaintiff recorded the videos and photos of the abandoned vehicles within the public right of way as well as private properties with no privacy fences. (Please see attached pictures and records)

No other property owners, predominantly white, received any citation from the city.

Monday, September 18, 2023

Plaintiff, who is a Muslim Immigrant, a Turkish native, at the age 62 is facing deliberate indifference from the officers of the city on a continuous base and now undergoing medical treatments for his anxiety and depression overseas.

Medical History;

- Medications were prescribed in spring of 2022 including antidepressants due to depression, anxiety and paranoia resulting from the health episodes from the pressure. He still suffers from these complications physically and mentally

4- Relief;

Plaintiff respectfully submits this "Notice of Intent to sue" without waiving any procedural or substantive defenses. The information contained in this position statement is based on Plaintiff's own experience, statements from his employees, investigation to date and he respectfully reserves the right to amend it in the future.

By your collective actions, you have caused serious and significant harm to Mr. Kolcu which include:

Lost wages	\$15,000.00
Past pain suffering and extreme emotional distress	\$45,000.00
Medical Bills, not covered by the Health Insurance	\$10,000.00
Payment to others for care of	\$5,500.00
Total Damages to Mr. Kolcu	\$75,500.00

Please note, any additional fees, cost or damages occurring from any tow, relocation, impounding will be added to this estimate; And, Plaintiff reserves the right to seek additional damages not listed herein.

Alternatively, City of West Allis can avoid the monetary damages by allowing Plaintiff to pursue enjoying his property while keeping it compliant to any other ordinance. City shall cease any harassment and deliberate indifference.

Sincerely,

Petitioner, Alper Kolcu
(312) 404-2424
Alkolcu0@gmail.com
225 N 66th St,
Milwaukee, WI, 53213

Cc: file
Defendants et al.

Compose

Inbox 5

Starred

Snoozed

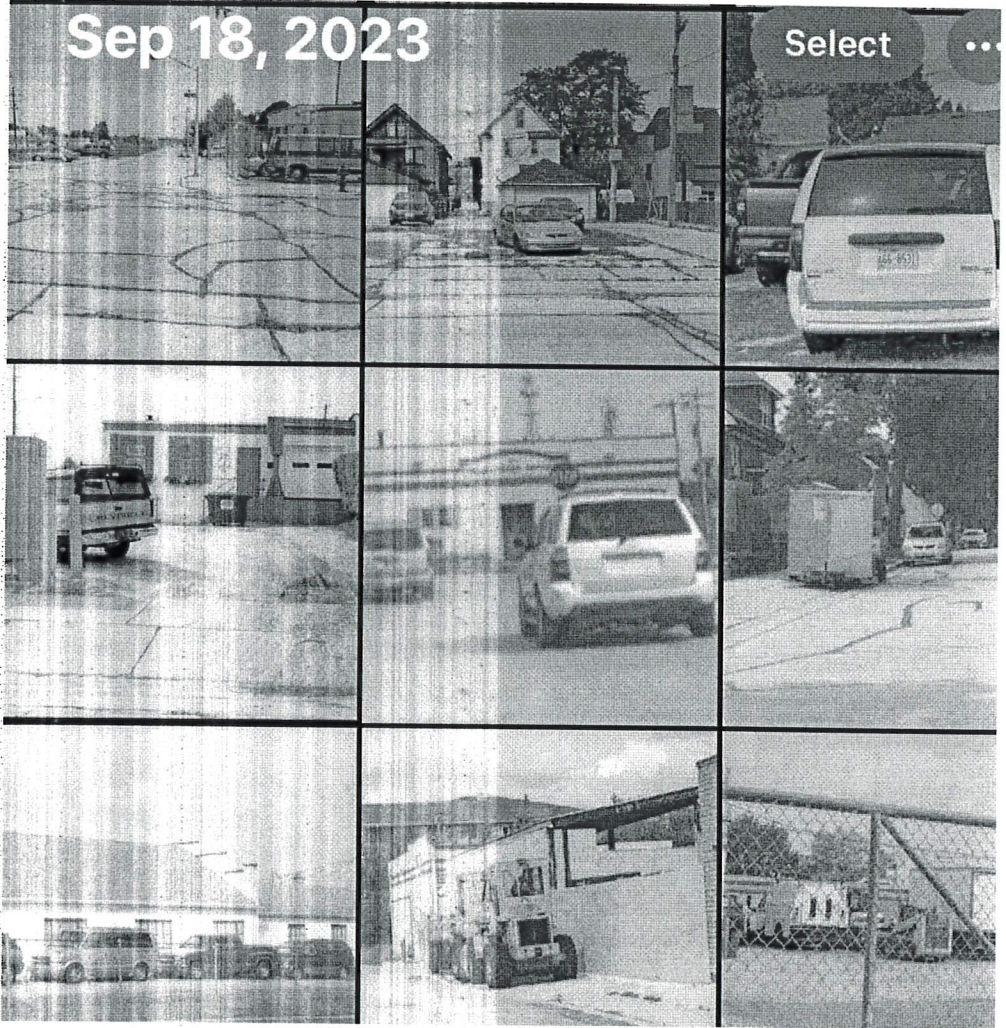
Sent

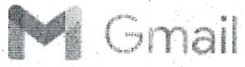
Drafts 1

More

Labels

to me





Al Kolcu <alkolcu0@gmail.com>

Vehicles w/o plates in WA

1 message

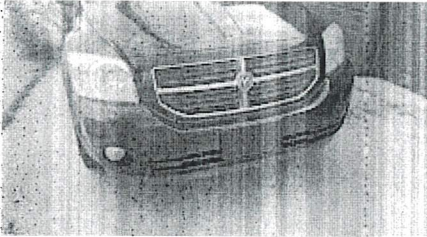
alkolcu <alkolcu@gmail.com>
To: alkolcu0@gmail.com

Mon, Sep 18, 2023 at 12:41 PM

6 attachments



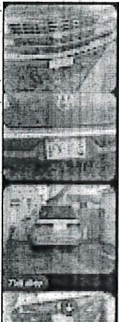
IMG-2054.JPG
402K



IMG-2055.JPG
413K



IMG-2056.jpg
1504K



IMG-2057.jpg
1477K



IMG-2058.jpg
1276K



IMG-2059.jpg
1372K

**CITY OF WEST ALLIS
RESOLUTION R-2023-0662**

**RESOLUTION TO APPROVE BID OF CUDAHY ROOFING & SUPPLY, INC. FOR
BASE BID B FOR THE WEST ALLIS POLICE DEPARTMENT ROOF
REPLACEMENT IN THE AMOUNT OF \$53,880**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Cudahy Roofing & Supply, Inc. for 2023 Project No. 14 be accepted for Base Bid B.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Cudahy Roofing & Supply, Inc. for 2023 Project No. 14 (Base Bid B) the installation of modified bitumen roof replacement and related work at the West Allis Department of Public Works located at:

West Allis Police Department Sallyport
11301 West Lincoln Avenue
West Allis, WI 53227

for the sum of Fifty-Three Thousand, Eight Hundred Eighty and 00/100 dollars (\$53,880) 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 Police Department Capital Improvement Funds.

SECTION 1: **ADOPTION** “R-2023-0662” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2023-0662(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2023-0666**

**RESOLUTION TO ACCEPT THE PROPOSAL OF KUENY ARCHITECTS, LLC TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE FUTURE DEPARTMENT OF PUBLIC WORKS FACILITY TO BE
LOCATED AT S. 53RD ST. AND W. BURHAM ST.**

WHEREAS, the Purchasing Department has duly advertised a request for proposals for architectural and engineering services RFP #23-009A – Request for Proposals, Department of Public Works, Public Works Facility Architectural Services for Department of Public Works of the City of West Allis:

WHEREAS, the proposals received were reviewed and ranked with the top four firms participating in the interview process;

WHEREAS, the top two firms were further reviewed, had references checked, and costs thoroughly reviewed and analyzed;

WHEREAS, Kueny Architects LLC was found to be the firm that will provide the best service for this project to the City;

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposals of Kueny Architects LLC be accepted.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis that the proposal dated September 12, 2023, submitted by Kueny Architects, LLC architectural and engineering consulting services for the design, contract preparation, bidding, and recommendation of award for construction for the Department of Public Works Facility for an amount of \$2,781,500.00 is hereby accepted.

BE IT FURTHER RESOLVED, that ARPA funding for this purchase has been budgeted and is available in the 2023 Capital Budget, and the services will be charged to account number 268-8614-517.30-04 and project number NEWDPW.

BE IT FURTHER RESOLVED that the City Engineer or Public Works Director is hereby authorized to enter into the proposed agreement with Kueny Architects, LLC for architectural and engineering services.

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

SECTION 1: **ADOPTION** “R-2023-0666” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0666(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



City of West Allis
Meeting Minutes
Economic Development Committee

Aldersperson Thomas J. Lajsic, Chair
Aldersperson Martin J. Weigel, Vice Chair
Alderspersons Kevin Haass, Danna Kuehn & Vincent Vitale

Tuesday, September 19, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

Ald. Lajsic called the meeting to order at 6:00 p.m.

B. ROLL CALL

Present 5 - Lajsic, Weigel, Vitale, Kuehn, Haass

Others Present: Ald. Dan Roadt, Ald. Rosalie Reinke, Ald. Suzzette Grisham, Ald. Ray Turner, Ald. Tracy Stefanski.

C. DISCUSSION ITEMS

1. [R-2023-0527](#) Resolution to request variance review for U-Haul at 800 S. and 924 S. 108th St.

Sponsors: Aldersperson Reinke and Aldersperson Haass

Manager of Planning & Zoning, Steve Schaer, presented.

U-Haul Attorney, Richard Donner, and U-Haul rep, Heather Skelton, also presented.

D. ADJOURNMENT

Ald. Kuehn moved to adjourn at 6:28 p.m., Ald. Lasjic seconded, motion carried.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT COMMITTEE REVIEW

Record #: ALC-23-27

Applicant's Full Name:
Supawadee Pamoto

Agent's Full Name:
Supawadee Pamoto

License Type(s):
Class B Tavern

Legal Name:
Su Plus Two LLC

DBA/Trade/Business Name:
Su Plus Two Fusion Cuisine

Business Address:
7335 W Greenfield Ave

Types of Entertainment:
Yes

Premise Description:

Alcohol will be stored:

Alcohol will be stored behind the bar, in the basement, and in a liquor room on the first floor.

Alcohol will be sold/consumed:

Alcohol will be sold/ consumed in the main dining room and bar area.

Alcohol beverage receipts location:

Alcohol beverage receipts will be kept behind the bar and/or in the office.

Hours of Operation:

Sunday: CLOSED

Thursday: 10:00 am - 10:00 pm

Monday: 10:00 am - 10:00 pm

Friday: 10:00 am - 11:00 pm

Tuesday: 10:00 am - 10:00 pm

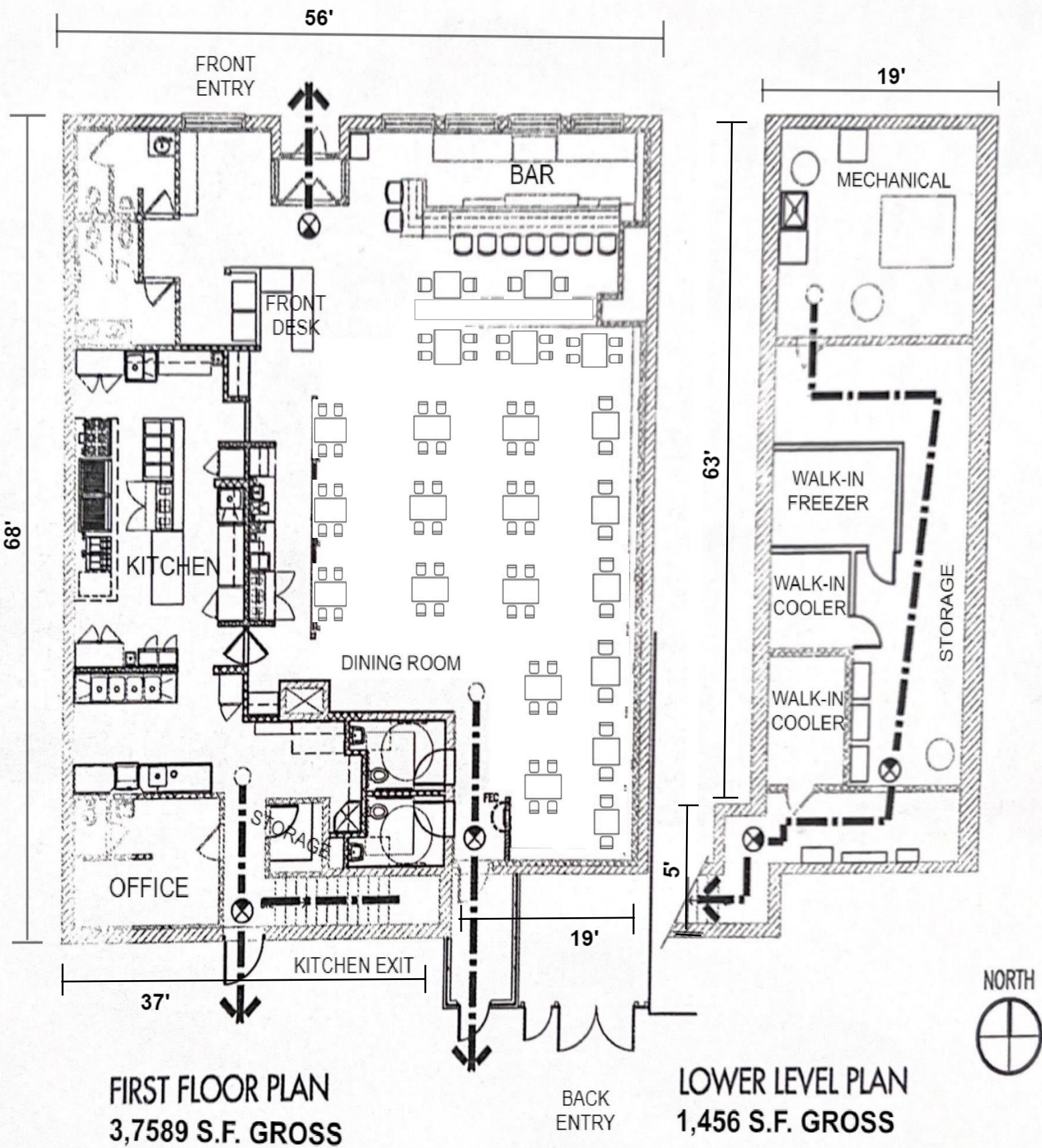
Saturday: 10:00 am - 11:00 pm

Wednesday: 10:00 am - 10:00 pm

Date Applied:

September 7, 2023

Legal Notice Published On:



SU PLUS TWO FUSION CUISINE
7335 W GREENFIELD AVE.
WEST ALLIS, WI 53214



City Clerk
clerk@westalliswi.gov

September 27, 2023

Supawadee Pamoto
1009 S 74th St
West Allis, Wisconsin 53214

RE: Class B Tavern License Application Review for Su Plus Two Fusion Cuisine at 7335 W Greenfield Ave

Dear Supawadee:

Your application for the above license(s) is scheduled for a televised hearing before the Economic Development Committee on: **October 3, 2023 at 7:00 pm in the Art Gallery at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go Art Gallery.

If you have questions, please email clerk@westalliswi.gov.



BART-920

Hearing Notice

Operator's License (Bartender)

Status: Issued

Became Active: Sep 27, 2023

Issued by:

Completed: Sep 27, 2023

Applicant

Raniyah Brown
raniyahbrown01123@gmail.com
2372 N 59th St
Milwaukee , Wisconsin 53210
4144261303

Notice to Appear at Public Safety Committee

Issued: Sep 27, 2023

Expires:



City Clerk
clerk@westalliswi.gov

September 27, 2023

Haylee Wojtczak
11106 W Mequanigo Dr
West Allis, WI 53227

RE: Operator's License Application Review

Dear Haylee;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **October 3, 2023 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

September 27, 2023

Zackery Hanson
1838 North 57th Street
Milwaukee, WI 53208

RE: Operator's License Application Review

Dear Zackery ;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **October 3, 2023 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.

Jenny Slivka

From: Zackery Hanson <hansonz@gmatc.matc.edu>
Sent: Wednesday, September 27, 2023 8:28 PM
To: Clerk - Shared
Subject: Hearing

I will be out of town during this meeting time. Am I able to appear via zoom or am I able to request a different date?



City of West Allis

Noise Variance - Application Summary
Date submitted: August 16, 2023

Applicant:

West Allis Brewing Property

D/B/A:

Ope Brewing Company
6751 W. National Ave.
West Allis, WI 53214

Agent:

John Onopa

Reason for Request:

Music outdoors

Why should this be granted?

The music is played at a reasonable level at reasonable hours.

HOURS Requested

Sunday:	12PM - 8PM
Monday:	4PM - 10PM
Tuesday:	4PM - 11PM
Wednesday:	4PM - 11PM
Thursday:	4PM - 11PM
Friday:	12PM - 11PM
Saturday:	12PM - 11PM

PEP-23-5
Public Entertainment
Premises (Annual)
Status: Active
Submitted On: 8/30/2023

Primary Location
6751 W NATIONAL AVE
West Allis, WI 53214
Owner
West Allis Brewing Property,
LLC
National Avenue 6751 West
Allis, WI 53214

Applicant
 John Onopa
 414-507-7231
 john@opebrewingco.com
 6751 W. National Ave.
West Allis, WI 53214

Application Information

 Check here if applying in person.

New or Renewal* 

New

Is this a business without alcohol or adding public entertain to an existing business (bar, restaurant, etc.)*

Adding to Existing Business (Bar, Restaurant, etc.)

Business Information

Type of Organization*

LLC

Legal Name (corporation, limited liability company, or partnership)*

Ope Brewing Company

DBA/Trade/Business Name *

Ope Brewing Company

Business Address (License Location)*

6751 W. National Ave.

Business City*

West Allis

Business State*

WI

Business Zip Code*

53214

Business Phone Number*

4145096700

Business Email *

john@opebrewingco.com

Federal Employer Identification No. (FEIN)*

-*4729

Check here if the mailing address is the SAME as the address of the licensed premises. I am the only officer or member of the organization.



If you are the ONLY officer or member of the organization, you do not need to fill out the additional partner, member, or officer information.

If your organization is a partnership or has more than one member/officer, you MUST fill out the additional partner, member, or officer information. Failure to do so will result in your application not being processed.

Total number of members of the legal entity (INCLUDING THE AGENT) who are WISCONSIN residents*

4

Enter your alcohol beverage license number. (It begins with (ALC-2X-"))*

WR-WI-21286

Is the type of entertainment, plan of operation, operational information, hours of operation and floor plan the same as your alcohol license?

Yes

Applicant / License Agent Information

Applicant Last Name (include suffix if applicable)*

Onopa

Applicant First Name*

John

Applicant Middle Initial

Date of Birth*

08/02/1984

Mailing Address*

6751 W. National Avenue

City*

West Allis

State*

WI

Zip Code*

53214

County*

Milwaukee

Phone Number* 

4145077231

E-Mail Address* 

john@opebrewingco.com

Driver's License Number*

🔒 Upload Driver's License* ?



No File Uploaded

ATTN POLICE DEPT: There are additional people who need background reviews. Scroll down to find this information.

Police Department Review of Individual/Agent/Partner

🔒 DL

🔒 Check here if there are not any DOT violations.



🔒 DOT Notes

🔒 Check here if there are not any Local Violations



🔒 Locals Notes

ATTN POLICE DEPT: There are additional people who need background reviews. Scroll down to find this information.

Clerk Review of Agent/Individual/Partner

🔒 WORCS Attachment



No File Uploaded

🔒 Check here if there are not any WORCS violations.



🔒 WORCS Notes

🔒 Are other licenses being applied for at the same time?

Yes

🔒 List Other Licenses

Noise Variance Permit

Additional Partner, Member, or Officer Information

Position in Organization*	First Name*
Member	Kyle
Middle Initial	Last Name (include suffix if applicable)*
	Ciske
Home Address	City
1482 S. 86th St.	West Allis
State	Zip Code
WI	53214
Date of Birth*	Email Address*
02/18/1983	kyle@opebrewingco.com
Phone Number*	Driver's License Number*
4142656183	C2005058305807

Upload copy of DL*



Check here if your mailing address is the same as that of the business.



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/westalliswi/Kyle_Wed_Aug_30_2023_11-26-07.jpg?sv=2021-10-04&st=2023-09-12T20%3A15%3A55Z&se=2023-09-12T21%3A00%3A55Z&sr=b&sp=r&sig=UfZyALNJ65IYcRkRNtIIQTCh0CoVF6vTUKNZnv1QqHA%3D)

Kyle.jpg

Clerk Review of Addt'l Members

Additional Member Name	WORCS Attachment
Karl Ciske	No File Uploaded
Are there any WORCS records?	
Yes	
WORCS Notes	
Nothing Recent	
Okay to Proceed? (Add'l Members Info)	
Yes	

Plan of Operation

Are you also applying for an alcohol beverage license at this time?	What is the capacity (occupancy load) of the premises?*
No	200-299

You will need an occupancy permit and other licenses/permits depending on the zoning, operation, construction, or remodeling of the business and premises.

Have you applied for an occupancy permit? *

Yes

(<https://westalliswi.viewpointcloud.com/categories/1084/record-types/6523>)Click here to apply for Planning & Zoning Permits. (if needed)

Acceptance & Signature

1. I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application. *



2. I understand that after the license is issued, a change to the plan of operation, entertainment, or floor plan, will require approval from the Common Council.*



3. I agree to comply with the plan of operation, entertainment, and floor plan approved as part of this application. *



4. I understand that the fee is due at the time of application. Failure to submit the required fee will result in the application not being processed. You will receive an email with the a link to pay the fee after you submit this application. *




READ CAREFULLY BEFORE SIGNING:

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Digital Signature (Individual, Partner, Manager of Limited Liability Company (LLC), Member, Officer of Corporation)*

 John Onopa
Aug 30, 2023

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

List position (Individual, Partner, Member, President, etc.)*

Manager

Check for Outstanding Personal Property Taxes

🔒 Are there any outstanding Personal Property Taxes?

No

🔒 Ok to Proceed?

Yes

🔒 Notes

New business ok to proceed

Committee/CC Action

Don't complete step until the time the notice should be sent.

🔒 Legistar File #

2023-0581

🔒 Committee Date

09/19/2023

🔒 Meeting Room

Art Gallery

🔒 Common Council Date

—

🔒 Common Council Tentative Decision

—

🔒 List types of entertainment approved.

🔒 Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

—

🔒 Were conditions placed on the license?

—

🔒 Any changes make to the plan of operation, floor plan, security, etc. at committee?

—

City Clerk - License Period Change of Agent

🔒 Change of Agent CC Mtg Approval Date

—

🔒 License re-issued on

—

🔒 Date this record was updated

—

🔒 OG Change of Agent Record Number

🔒 Previous Agent Name

CLERK'S OFFICE - answers trigger workflow steps or sections to appear

🔒 For new applications - Is this application to take over a location that currently has a license?

—

🔒 During license period only - has a separate Change of Agent application been granted? (Fill out section below.)

🔒 During License Period license has been surrendered.

Attachments

History

Date	Activity
8/30/2023, 11:16:21 AM	John Onopa started a draft of Record PEP-23-5
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerCity from "Wauwatosa" to "West Allis"
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerEmail from "" to "john@opebrewingco.com"
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerPhoneNo from "" to "4145096700"
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerPostalCode from "53225 " to "53214"
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerStreetName from "" to "National Avenue"
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerStreetNo from "4465 N 100th St" to "6751"



Date	Activity
8/30/2023, 11:17:28 AM	John Onopa altered Record PEP-23-5, changed ownerUnit from "" to ""
8/30/2023, 11:28:33 AM	John Onopa submitted Record PEP-23-5
8/31/2023, 12:13:10 PM	Rebecca Grill changed Committee Date from "" to "09/19/2023" on Record PEP-23-5
8/31/2023, 12:13:10 PM	Rebecca Grill changed Meeting Room from "" to "Art Gallery" on Record PEP-23-5
8/31/2023, 12:13:23 PM	Rebecca Grill assigned approval step Hearing Information to Rebecca Grill on Record PEP-23-5
9/5/2023, 11:29:00 AM	completed payment step Fee Payment on Record PEP-23-5
9/7/2023, 2:10:58 PM	Rebecca Grill approved approval step Clerk's Office Application Review For Completion and Accuracy on Record PEP-23-5
9/7/2023, 2:11:09 PM	Rebecca Grill assigned approval step Check for Outstanding Personal Property Taxes to Kris Palmer on Record PEP-23-5
9/7/2023, 2:11:23 PM	Rebecca Grill assigned approval step Dispatch to Police Amber Alert Group on Record PEP-23-5
9/7/2023, 2:11:23 PM	Rebecca Grill changed the deadline to Sep 12, 2023 on approval step Dispatch on Record PEP-23-5
9/7/2023, 2:11:32 PM	Rebecca Grill approved approval step Initial Notification for Departments of Completed Application Received on Record PEP-23-5
9/7/2023, 2:11:46 PM	Rebecca Grill assigned approval step Dispatch Review of Add'l Member(s), Partner(s), Officer(s) to Police Amber Alert Group on Record PEP-23-5
9/7/2023, 2:31:36 PM	Police Amber Alert Group approved approval step Dispatch on Record PEP-23-5
9/8/2023, 10:13:25 AM	Kris Palmer changed Are there any outstanding Personal Property Taxes? from "" to "No" on Record PEP-23-5
9/8/2023, 10:13:25 AM	Kris Palmer changed Ok to Proceed? from "" to "Yes" on Record PEP-23-5
9/8/2023, 10:13:25 AM	Kris Palmer changed Notes from "" to "<div>New business ok to proceed</div>" on Record PEP-23-5
9/8/2023, 10:14:01 AM	Kris Palmer approved approval step Check for Outstanding Personal Property Taxes on Record PEP-23-5
9/8/2023, 10:14:02 AM	approval step Police Backgroundwas assigned to Lisa Bergmann on Record PEP-23-5
9/8/2023, 10:14:02 AM	changed the deadline to Sep 13, 2023 on approval step Police Background on Record PEP-23-5
9/8/2023, 10:14:02 AM	approval step Police Background of Add'l Member(s)/Partner(s)/Officer(s)was assigned to Lisa Bergmann on Record PEP-23-5
9/8/2023, 10:14:02 AM	changed the deadline to Sep 09, 2023 on approval step Dispatch Review of Add'l Member(s), Partner(s), Officer(s) on Record PEP-23-5
9/8/2023, 10:14:02 AM	changed the deadline to Sep 11, 2023 on approval step Police Background of Add'l Member(s)/Partner(s)/Officer(s) on Record PEP-23-5
9/8/2023, 12:25:01 PM	Police Amber Alert Group approved approval step Dispatch Review of Add'l Member(s), Partner(s), Officer(s) on Record PEP-23-5
9/8/2023, 2:07:45 PM	Lisa Bergmann changed Check here if there are not any DOT violations. from "" to "true" on Record PEP-23-5
9/8/2023, 2:07:45 PM	Lisa Bergmann changed Check here if there are not any Local Violations from "" to "true" on Record PEP-23-5

Date	Activity
9/8/2023, 2:08:12 PM	Lisa Bergmann approved approval step Police Background on Record PEP-23-5
9/8/2023, 2:08:54 PM	Lisa Bergmann approved approval step Police Background of Add'l Member(s)/Partner(s)/Officer(s) on Record PEP-23-5
9/8/2023, 2:08:55 PM	approval step Clerk Review After Background Completed was assigned to Jenny Slivka on Record PEP-23-5
9/8/2023, 2:08:55 PM	inspection step Code Enforcement Review - Check for Occupancy was assigned to Kellye Kruesel on Record PEP-23-5
9/8/2023, 2:08:55 PM	approval step Create Legistar File and Enter # in Field was assigned to Agenda (City Clerk Legistar File Request) on Record PEP-23-5
9/8/2023, 2:08:55 PM	approval step Clerk Review of Add'l Member(s)/Partner(s)/Member(s) was assigned to Jenny Slivka on Record PEP-23-5
9/8/2023, 2:08:55 PM	changed the deadline to Sep 13, 2023 on approval step Clerk Review After Background Completed on Record PEP-23-5
9/8/2023, 2:08:55 PM	changed the deadline to Sep 13, 2023 on inspection step Code Enforcement Review - Check for Occupancy on Record PEP-23-5
9/8/2023, 2:28:59 PM	Jenny Slivka changed Check here if there are not any WORCS violations. from "" to "true" on Record PEP-23-5
9/8/2023, 2:28:59 PM	Jenny Slivka changed Are other licenses being applied for at the same time? from "" to "Yes" on Record PEP-23-5
9/8/2023, 2:28:59 PM	Jenny Slivka changed List Other Licenses from "" to "<div>Noise Variance Permit</div>" on Record PEP-23-5
9/8/2023, 2:30:25 PM	Jenny Slivka approved approval step Clerk Review After Background Completed on Record PEP-23-5
9/8/2023, 2:31:06 PM	Jenny Slivka approved approval step Clerk Review of Add'l Member(s)/Partner(s)/Member(s) on Record PEP-23-5
9/8/2023, 3:33:16 PM	Jenny Slivka added multi-entry field WORCS Attachment to Record PEP-23-5
9/8/2023, 3:33:17 PM	Jenny Slivka added multi-entry field Additional Member Name to Record PEP-23-5
9/8/2023, 3:33:17 PM	Jenny Slivka added multi-entry field Are there any WORCS records? to Record PEP-23-5
9/8/2023, 3:33:17 PM	Jenny Slivka added multi-entry field WORCS Notes to Record PEP-23-5
9/8/2023, 3:33:17 PM	Jenny Slivka added multi-entry field Okay to Proceed? (Add'l Members Info) to Record PEP-23-5
9/8/2023, 3:42:06 PM	Jenny Slivka changed Legistar File # from "" to "2023-0581" on Record PEP-23-5
9/8/2023, 3:43:21 PM	Jenny Slivka approved approval step Create Legistar File and Enter # in Field on Record PEP-23-5
9/11/2023, 8:35:24 AM	Kellye Kruesel altered inspection step Code Enforcement Review - Check for Occupancy, changed status from Active to Complete on Record PEP-23-5
9/12/2023, 12:13:12 PM	Rebecca Grill approved approval step Hearing Information on Record PEP-23-5
9/12/2023, 12:13:14 PM	approval step Attach Notice of Hearing, Floor Plan and Summary to Legistar File was assigned to Agenda (City Clerk Legistar File Request) on Record PEP-23-5
9/12/2023, 12:13:14 PM	approval step Download Full App and Save to Folder was assigned to Agenda (City Clerk Legistar File Request) on Record PEP-23-5
9/12/2023, 12:13:47 PM	Rebecca Grill added approval step City Attorney Review for Summary to Record PEP-23-5

Date	Activity
9/12/2023, 12:13:57 PM	Rebecca Grill assigned approval step Enter Committee and Common Council Decision to Rebecca Grill on Record PEP-23-5
9/12/2023, 12:13:57 PM	Rebecca Grill changed the deadline to Sep 17, 2023 on approval step Enter Committee and Common Council Decision on Record PEP-23-5
9/12/2023, 12:14:00 PM	Rebecca Grill changed the deadline to Sep 20, 2023 on approval step Enter Committee and Common Council Decision on Record PEP-23-5

Timeline

Label	Activated	Completed	Assignee	Due Date
✓ Clerk's Office Application Review For Completion and Accuracy	8/31/2023, 12:12:15 PM	9/7/2023, 2:10:58 PM	-	-
✓ Dispatch	8/31/2023, 12:12:28 PM	9/7/2023, 2:31:36 PM	Police Amber Alert Group	9/11/2023
✓ Police Background	9/8/2023, 10:14:02 AM	9/8/2023, 2:08:12 PM	Lisa Bergmann	9/12/2023
✓ Hearing Information	8/31/2023, 12:13:27 PM	9/12/2023, 12:13:12 PM	Rebecca Grill	-
✓ Clerk Review After Background Completed	9/8/2023, 2:08:55 PM	9/8/2023, 2:30:25 PM	Jenny Slivka	9/12/2023
✓ Check for Outstanding Personal Property Taxes	8/31/2023, 12:12:19 PM	9/8/2023, 10:14:01 AM	Kris Palmer	-
✓ Initial Notification for Departments of Completed Application Received	8/31/2023, 12:12:23 PM	9/7/2023, 2:11:32 PM	-	-
✓ Create Legistar File and Enter # in Field	9/8/2023, 2:08:55 PM	9/8/2023, 3:43:21 PM	Agenda (City Clerk Legistar File Request)	-
✓ Dispatch Review of Add'l Member(s), Partner(s), Officer(s)	9/8/2023, 10:14:02 AM	9/8/2023, 12:25:01 PM	Police Amber Alert Group	9/8/2023
✓ Police Background of Add'l Member(s)/Partner(s)/Officer(s)	9/8/2023, 10:14:02 AM	9/8/2023, 2:08:54 PM	Lisa Bergmann	9/10/2023
✓ Clerk Review of Add'l Member(s)/Partner(s)/Member(s)	9/8/2023, 2:08:55 PM	9/8/2023, 2:31:06 PM	Jenny Slivka	-
💰 Fee Payment	8/30/2023, 11:28:34 AM	9/5/2023, 11:29:00 AM	John Onopa	-
📋 Code Enforcement Review - Check for Occupancy	9/8/2023, 2:08:55 PM	9/11/2023, 8:35:24 AM	Kellye Kruesel	9/12/2023
📄 Hearing Notice	9/12/2023, 12:13:14 PM	9/12/2023, 12:13:14 PM	-	-

Label	Activated	Completed	Assignee	Due Date
 Issue Outstanding Personal Property Taxes Invoice	9/8/2023, 10:14:02 AM	9/8/2023, 10:14:02 AM	-	-
 Application Summary	9/12/2023, 12:13:14 PM	9/12/2023, 12:13:14 PM	-	-
✓ Enter Committee and Common Council Decision	9/12/2023, 12:13:54 PM	-	Rebecca Grill	9/20/2023
✓ Attach Notice of Hearing, Floor Plan and Summary to Legistar File	9/12/2023, 12:13:14 PM	-	Agenda (City Clerk Legistar File Request)	-
✓ Download Full App and Save to Folder	9/12/2023, 12:13:14 PM	-	Agenda (City Clerk Legistar File Request)	-
✓ City Attorney Review for Summary	9/12/2023, 12:13:45 PM	-	Nicholas Cerwin	-
✓ Check Expiration Date and License Information	-	-	-	-



City Clerk
clerk@westalliswi.gov

September 7, 2023

John Onopa
6751 W. National Ave.
West Allis, WI 53214

RE: License Application Review for Ope Brewing Company

Dear John:

Your application for a noise variance will be discussed at a public hearing before the Common Council. The hearing will take place on September 19, 2023 at 7:00 pm in the Common Council Chambers at City Hall, located at 7525 W. Greenfield Avenue, West Allis. When you enter through the parking lot door, you'll find the Common Council Chambers straight ahead. This room is large, containing chairs and a platform where Council members sit.

Following the public hearing, there will be a recess during which the Public Safety Committee will review your application in . To attend this part, return to the hallway and find Room 128, the first room on the right as you entered the building. Wait there for your item to be called.

For parking, please use the parking lot on the south side of the building.

Please note that if you don't attend the hearing, your application may be denied. In case of denial, you'll need to wait six months from the denial date to reapply.

If you have any questions, feel free to email clerk@westalliswi.gov.



City Clerk
clerk@westalliswi.gov

Public Hearing for: Noise Variance for Ope Brewing Company at 6751 W. National Ave.

The public hearing will take place on September 19, 2023 at 7:00 pm in the Common Council Chambers at City Hall, located at 7525 W. Greenfield Avenue, West Allis.

The reason for the request is - Music outdoors

Hours of Request:

Sunday	12PM - 8PM
Monday	4PM - 10PM
Tuesday	4PM - 11PM
Wednesday	4PM - 11PM
Thursday	4PM - 11PM
Friday	12PM - 11PM
Saturday	12PM - 11PM

If you wish to voice your opinion regarding the request, you can do so either in person at the public hearing or send an email to clerk@westalliswi.gov by 4pm on the date of the hearing.

(You are not required to attend or submit any information.)

If you choose to attend the public hearing, please park in the parking lot behind and to the south of the building.

Enter the building through the glass doors and walk straight ahead to the Common Council chambers. (You will have to walk through several doors before you get to the chambers.)

Once there, have a seat and wait for the public hearing to be called.

After information regarding the request is shared, and any questions the Common Council members have are answered, the Mayor will then ask if there are any public comments.

If you wish to speak at that time, go to the podium, sign your name, and address on the list and turn on the microphone to speak.

Depending upon the circumstances of the hearing, you may only be allowed to speak for 5 minutes or less. Start your comments by stating your name and address.

Shortly after the public hearing and once the Common Council goes into recess, the request will be heard by the Public Safety Committee in Room 128.

If you wish to attend this part, return to the hallway, and go to Room 128, the first room on the right as you entered the building. Wait there for the item to be called.

The committee may make a recommendation on whether the request should be approved. If the committee makes a recommendation, it will then be voted on when the Common Council meeting starts again.

If you have questions, please email clerk@westalliswi.gov.

Name	Full Address	City	State	Zip
Current Oc	6771 W Na	West Allis, WI,		53214
Current Oc	1669 S 68 S	West Allis, WI,		53214
Current Oc	1661 S 68 S	West Allis, WI,		53214
Current Oc	1661A S 68	West Allis, WI,		53214
Current Oc	1657 S 68 S	West Allis, WI,		53214
Current Oc	1659 S 68 S	West Allis, WI,		53214
Current Oc	1653 S 68 S	West Allis, WI,		53214
Current Oc	1655 S 68 S	West Allis, WI,		53214
Current Oc	1649 S 68 S	West Allis, WI,		53214
Current Oc	1645 S 68 S	West Allis, WI,		53214
Current Oc	1645 S 68 S	West Allis, WI,		53214
Current Oc	1645 S 68 S	West Allis, WI,		53214
Current Oc	1647 S 68 S	West Allis, WI,		53214
Current Oc	1647 S 68 S	West Allis, WI,		53214
Current Oc	1647 S 68 S	West Allis, WI,		53214
Current Oc	1641 S 68 S	West Allis, WI,		53214
Current Oc	1637 S 68 S	West Allis, WI,		53214
Current Oc	1637 S 68 S	West Allis, WI,		53214
Current Oc	1637 S 68 S	West Allis, WI,		53214
Current Oc	1637 S 68 S	West Allis, WI,		53214
Current Oc	1633 S 68 S	West Allis, WI,		53214
Current Oc	6731 W Gr	West Allis, WI,		53214
Current Oc	6761 W Gr	West Allis, WI,		53214
Current Oc	6765 W Gr	West Allis, WI,		53214
Current Oc	6759 W Gr	West Allis, WI,		53214
Current Oc	6755 W Gr	West Allis, WI,		53214
Current Oc	6751 W Gr	West Allis, WI,		53214
Current Oc	6747 W Gr	West Allis, WI,		53214
Current Oc	6743 W Gr	West Allis, WI,		53214
Current Oc	6760 W Na	West Allis, WI,		53214
Current Oc	6762 W Na	West Allis, WI,		53214
Current Oc	6764 W Na	West Allis, WI,		53214
Current Oc	6770 W Na	West Allis, WI,		53214
Current Oc	6772 W Na	West Allis, WI,		53214
Current Oc	6774 W Na	West Allis, WI,		53214
Current Oc	6751 W Na	West Allis, WI,		53214
Current Oc	6620 W Mi	West Allis, WI,		53214
Current Oc	6604 W Mi	West Allis, WI,		53214
Current Oc	6620 W Na	West Allis, WI,		53214
Current Oc	6700 W Na	West Allis, WI,		53214
Current Oc	6220 W Na	West Allis, WI,		53214
Current Oc	6220 W Na	West Allis, WI,		53214
Current Oc	6220 W Na	West Allis, WI,		53214
Current Oc	6220 W Na	West Allis, WI,		53214
Current Oc	6220 W Na	West Allis, WI,		53214

Six Points C PO Box 314 Milwaukee 6609 W Greenfield Ave
Six Points V 330 E Kilbo Milwaukee 6620 - 6700 W National Ave
SoNa Lofts, 330 E Kilbo Milwaukee 6675-79 W NATIONAL AVE

Removed CDA owned properties

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Ope Noise
Date: Tuesday, September 19, 2023 3:36:50 PM

I hope this email finds you well. I am a neighbor living in close proximity to Ope, and I wanted to express my concerns about the noise variance approval request. While I fully support the brewery's presence in our community, the extended hours of loud music, which can go until 10PM, have been making it difficult for me to sleep and enjoy my evenings. I believe that keeping the music hours to 10 PM is good enough. Thank you for your attention.

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Noise Variance OPE
Date: Tuesday, September 19, 2023 3:07:56 PM

Hi City of West Allis,

I hope this email finds you well. I am writing to express my concerns and reservations regarding the noise variance approval request for Ope Brewery, which is located right next to my residence.

First and foremost, I want to make it clear that I fully support the presence and operation of Ope Brewery in our community. It has undoubtedly contributed to the vibrancy and character of our neighborhood.

However, I am concerned about the extended hours of loud music at the brewery, which can extend until 11 PM. As a resident who lives in close proximity to the brewery, I have experienced considerable difficulty sleeping when the music continues into the late evening hours.

I understand that a lively atmosphere is essential for a successful brewery, and I am not opposed to having music as part of the experience. However, the music's current hours of operation make it challenging for me to enjoy some of my favorite TV shows or simply have a peaceful evening at home without the constant background noise.

In light of this, I kindly request that the noise variance approval for Ope Brewery be denied. I believe that allowing music to continue until 10 PM is a reasonable compromise. This adjustment would still allow the brewery to maintain its vibrant atmosphere and provide a great experience for its patrons, while also ensuring that residents like myself can enjoy a quieter and more peaceful evening in our homes.

I want to reiterate that my intention is not to hinder the success of Ope Brewery or impede its operation in any way. Rather, I am advocating for a balance that accommodates both the interests of the brewery and the well-being of the neighboring community. I hope you understand and consider my perspective on this matter.

Thank you for your attention to this issue, and I look forward to a resolution that benefits all parties involved.

Best,



Founder & CEO

Eugene Marshall, EA
6675 W National Ave
Milwaukee, WI 53214
Cell: 773-571-4535
Office: [REDACTED]
Email: [REDACTED]
[REDACTED]

[Schedule](#) an appointment

CONFIDENTIALITY NOTICE

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee(s). If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Ope
Date: Tuesday, September 19, 2023 3:35:59 PM

Hi there,

I'm writing because I live close to Ope Brewery, and I don't like the really loud music they play at night, and it should not go to 11PM. It makes it hard for me to sleep and have a calm evening at home.

I like Ope Brewery and want it to stay, but I think they should stop the loud music at 10 PM. So, I don't want them to get permission to play music late at night.

Thanks for listening,

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Ope- Noise Complaint
Date: Tuesday, September 19, 2023 5:27:12 PM

Hi there-

I live in Sona lofts and I'm reaching out about the noise complaint. I live on the 3rd floor of sona facing toward Ope. I understand it's after 4 PM but thought I'd send an email anyway to just add another voice even if nothing comes of the meeting tonight.

I have never once complained to the apartment, or to Ope directly. That being said- the noise levels (especially during volleyball) are outrageous. I understand it is a business but if I can hear every word to every song as if I was playing it on a speaker in my apartment that's a problem, with my windows not even being open.

It prevents me from being able to watch TV even. The noise from the sports on top of the sound from music overpowers my TV volume and is extremely distracting even if I blare my volume to try to watch my show.

Especially on weekends, I like to get to bed early and keeps me up at night after a long work week so that is probably the worst part of it all.

Again, I understand and empathize with it being a business and moderate noise levels are to be expected. However I think this is a little beyond moderate, and I am not even one to complain ever!! I thought maybe sending this email would be a good platform to keep anonymity as well as voice my opinions.

Best,

Claire Ungerecht

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Noise Variance for Ope
Date: Tuesday, September 19, 2023 2:13:37 PM

Hello,

I am writing this with the hopes that the council will deny the variance requested by Ope.

I live in Sona Lofts with an apartment that directly faces Ope and am directly affected by the music the Ope plays. We are unable and unwilling to open our windows during the hours that Ope is open because of the noise that comes up to our apartment. There have even been nights where the music was not turned off until after 12 AM (I believe this was on accident because they are not open that late).

I do think that Ope is a valuable asset to this community and I support them wholeheartedly. However, allowing this variance for any reason will have a direct impact on my ability to sleep and generally enjoy my home. To me, there is no reason why a brewery needs to be playing music past 10 PM.

There is another issue at play here that I believe needs to be addressed. My neighbors were not aware of this meeting until the day of. This is completely unacceptable especially because I know few of my neighbors would be in support of the variance. Many of us are young professionals with busy lives and cannot come to a meeting with less than a 12 hour notice. I hope you all will reconsider the forms of communication with renters who are impacted by issues like this.

Thank you,
Carly Weigel

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Noise Variance for Ope Brewing Public Hearing
Date: Tuesday, September 19, 2023 7:56:54 PM

Hello,

My name is McKenna Coulter, and I reside at Sona Lofts located at 6675 W National Ave in West Allis. This apartment complex is located directly next to Ope Brewing Company.

I understand that I am writing to you late, however notice of this public hearing was not given until I arrived home around 6:50pm today September, 19. I attempted to attend the public hearing held at 7, however I arrived late and missed the opportunity to share my opinion on this topic.

The noise at Ope Brewing has been very loud and disruptive all summer. Most nights they are playing music well past 10:30 pm and is so loud, I can still hear the music through noise cancelling headphones that I have resorted to wearing in order to try and sleep while their music continues to play. I work early hours, usually leaving around 5:30 am and not returning home until 6 pm most days. I am tired and would like to fall asleep earlier than 11 pm most nights. It is not fair that they keep me up every single night of the week. Our patio door and windows could not be open all summer, and continues to this day due to how loud it is.

I have tried contacting our property management, the bar itself, and the city of West Allis non-emergency line. When contacting the bar itself, no one answers the phone. The police could not take action until it was past 10 pm.

I do not think noise levels should be allowed to be as loud as they are and as late as they are currently playing them. I believe by 9 pm levels should be drastically reduced outside in order to be courteous to their neighbors who are not partying at the bar on a weeknight.

Please do not extend their noise ordinance hours and let them continue playing music at such loud volumes.

Thank you,
Mckenna Coulter

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Ope Hearing
Date: Tuesday, September 19, 2023 3:42:53 PM

Hello,

I hope you're doing well. I wanted to discuss the issue of noise at Ope Brewery. To be honest, it's been quite a challenge for me and my 3-year-old daughter to get a good night's sleep when there's music playing outside.

Given our circumstances, I would greatly appreciate it if there could be no outside music at the brewery. This would make a big difference in ensuring a quieter and more peaceful environment for us.

Thank you for your understanding and consideration.

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Ope Brewing Company
Date: Friday, September 29, 2023 9:49:13 AM
Attachments: [Ope Brewing Company.pdf](#)

I feel the times requested for the Ope! Brewing company to have music outside are reasonable and will not be a problem in the neighborhood.

Thank you

Julianne Opalewski

Driver Manager

Dedicated Operations

608 312 1505 Mobile

414 906 8810 Fax





City Clerk
City Clerk's Office
clerk@westalliswi.gov
414.302.8220

Julianne M Opalewski
1649 S 68 St
West Allis, WI 53214

The request times are reasonable
Please grant permits -
Thank you

Public Hearing for: Noise Variance for Ope! Brewing Company at 6751 W. National Ave.

IF YOU ARE THE PROPERTY OWNER, PLEASE NOTIFY YOUR TENANTS OF THE PUBLIC HEARING.

The public hearing will take place on October 3, 2023, at 7:00 pm in the Common Council Chambers at City Hall, located at 7525 W. Greenfield Avenue, West Allis.

The reason for the request is – Outdoor Music

Hours of Request:

Sunday	12PM - 10PM
Monday	4PM - 10PM
Tuesday	4PM - 11PM
Wednesday	4PM - 11PM
Thursday	4PM - 11PM
Friday	12PM - 11PM
Saturday	12PM - 11PM

If you wish to voice your opinion regarding the request, you can do so either in person at the public hearing or send an email to clerk@westalliswi.gov by 4pm on the date of the hearing.

(You are not required to attend or submit any information.)

If you choose to attend the public hearing, please park in the parking lot behind and to the south of the building.

Enter the building through the glass doors and walk straight ahead to the Common Council chambers. (You will have to walk through several doors before you get to the chambers.)

Once there, have a seat and wait for the public hearing to be called.

From: [REDACTED]
To: [Clerk - Shared](#)
Subject: Objection to Ope! Brewing Company request for Noise Variance
Date: Sunday, October 1, 2023 8:20:33 PM

Clerk,

I am an owner of the property located at 1645 S. 68th Street which is a few hundred feet from the Ope! Brewing Company. The property consists of a 3 unit residential dwelling.

I just received the notice of hearing for October 3, 2023 and am unable to attend. I ask that this email be read into the record to voice my objection to the request for a noise variance.

Pursuant to the City's ordinances, an application for a variance shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with section 7.035. The applicant does not intend to bring the noise into compliance - ever -and therefore, the application fails.

Further, the application is wholly insufficient. The application simply states that "[t]he music is played at a reasonable level at reasonable hours". Again, the application fails to satisfy the requirements of Section 7.035 and therefore should be denied.

The tavern is surrounded by residential dwellings who want to be able to enjoy their homes and sleep in peace.

The City of West Allis zoning code sets forth the specific hours and decibel levels that are deemed "reasonable". Not only are the requested extended hours outside of the City's hours which are deemed reasonable, there is no indication of the proposed decibels.

In a residential setting, between 7 am - 9:59 pm, the decibel level should not exceed 65 dB(A), and after 10 pm, the decibel level should not exceed 55 dB(A). A typical outdoor band is approximately 100 dB(A). The applicant has not provided any information relating to the decibel level.

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

The City, in its statement of purpose (ordinance 7.035 Noise control Regulations) states that "[t]he City of West Allis recognizes that excessive noise and vibration are serious threats to the public health and welfare, public safety, quality of life and property values."

The applicant has failed to provide any information on noise levels and how extending outside music hours on both weeknights and weekend nights complies with the statement of purpose and how the outside music will not be a threat to the public health and welfare, public safety, quality of life and property values. The City has already received several emails from the surrounding neighbors complaining about the existing noise (without having any extended hours). Extending the outdoor music hours will only exacerbate the property and cause further deterioration of the public health and welfare, public safety, quality of life and property values. Further, the outdoor music would constitute a "noise disturbance" (as defined in the zoning code) to all nearby residential dwellings. Pursuant to

the ordinances, "Noise Disturbance" means any sound or vibration which: May disturb or annoy reasonable persons of normal sensitivities; or causes, or tends to cause, an adverse effect on the public health and welfare; or endangers or injures people; or endangers or injures personal or real property.

The applicant has failed to provide information sufficient for the City to confirm that (1) the outdoor music is not and will not be a "noise disturbance"; and (2) the outdoor music is not in violation of the City's noise control regulations set forth in Ordinance 7.035; and (3) the applicant has satisfied the requirements of Section 7.035(11) of the City of West Allis ordinances.

Based upon the reasons above, I ask that the City deny Ope! Brewing Company's request for outdoor music.

Thank you for your consideration.

Lisa Wood