



# 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*

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Tuesday, August 1, 2023

7:00 PM

City Hall, Common Council Chambers  
7525 W. Greenfield Avenue

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#### REGULAR MEETING

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. PLEDGE OF ALLEGIANCE

*Led by Ald. Turner.*

#### 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.

#### 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**

2. [2023-0499](#) July 18, 2023 Common Council Minutes.

**Recommendation:** Approve

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

3. [O-2023-0056](#) Ordinance to Amend Salary Schedule for Position of Community Service Officer.

**Recommendation:** Pass

4. [R-2023-0547](#) Resolution to amend an existing Professional Services Contract with Interstate Roof Systems Consultants, Inc. to provide Design Engineering Services and Quality Compliance Observations for roof replacements at the West Allis Police Department Substation and the West Allis Police Department Sally Port roof, for an amount not to exceed \$13,450.

**Recommendation:** Adopt

5. [R-2023-0561](#) Resolution to Amend the 2023 Budget to cover unexpected claims.

**Recommendation:** Adopt

6. [R-2023-0562](#) Resolution Granting a Privilege to Lutz Land Management, LLC for property located at 6918-22 W. Becher St. Tax Key No. 476-0086-000.

**Recommendation:** Adopt

7. [R-2023-0565](#) Resolution to approve bid of LaLonde Contractors, Inc. for Municipal Parking Lot in S. 75th St to S. 76th St.; W. Greenfield Ave. to W. Madison St. in the City of West Allis in the amount of \$573,902.66.

**Recommendation:** Adopt

8. [R-2023-0566](#) Resolution to approve bid of Zenith Tech Inc. for street patching, marking and traffic calming in various locations in the City of West Allis in the amount of \$230,158.64.  
**Recommendation:** Adopt
9. [R-2023-0570](#) Resolution authorizing the Health Department to accept and expend funding from the State of Wisconsin/Wisconsin Department of Health Services.  
**Recommendation:** Adopt
10. [2023-0491](#) Claim by Nationstar Mortgage LLC vs. Jamie Holbert, et al. regarding a foreclosure of mortgage (2023CV004675).  
**Recommendation:** Refer to City Attorney
11. [2023-0493](#) New Secondhand Jewelry Dealer License application for JP Haase Jewelers, d/b/a JP Haase Jewelers, 1431 S. 108th St. Agent: Joseph Haase.  
**Recommendation:** Grant
12. [2023-0494](#) June 2023 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$78,853.55.  
**Recommendation:** Place on File
13. [2023-0500](#) Renewal Class B Tavern & Public Entertainment Premises License application for EKC Investments LLC d/b/a Kane's Bar & Grill, 6922 W. Orchard St. Agent: Ed Jones.
14. [2023-0503](#) Claim by James Walters for alleged property damage at S. 60th and Washington St. on July 23, 2023.  
**Recommendation:** Refer to City Attorney
15. [2023-0508](#) Claim by Deon Duke for alleged physical injury at S. 75th and Lincoln Ave. on June 2, 2023.  
**Recommendation:** Refer to City Attorney
16. [2023-0509](#) Claim by Paula John for alleged property damage at the 2200 block of S. 77th St. on July 26, 2023.  
**Recommendation:** Refer to City Attorney

**L. COMMON COUNCIL RECESS****M. NEW AND PREVIOUS MATTERS****ADMINISTRATION COMMITTEE****PUBLIC WORKS COMMITTEE**

**ECONOMIC DEVELOPMENT COMMITTEE**

17. [2023-0431](#) New Class A Liquor and Beer License application for Family Dollar Stores of Wisconsin, LLC, d/b/a Family Dollar #30524, 9306 W. Greenfield Ave. Agent: Logan Rumbaugh.

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

18. [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.

**PUBLIC SAFETY COMMITTEE**

19. [2023-0495](#) July 17, 2023 Public Safety Committee Minutes.

**Recommendation:** Approve

20. [2023-0445](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Andrea Pye.  
(Second appearance)
21. [2023-0446](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Jason Smith.  
(Second appearance)
22. [2023-0457](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Ciara Jarrett.  
(Second appearance)
23. [2023-0504](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Crystal Gleason.  
(First appearance)

**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:

| <b>Term</b>             | <b>Definition</b>   |
|-------------------------|---|
| 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 <a href="#">Wis. Stat. 49.45(47)(a)</a>           |
|                         |   |

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| Adult-Oriented Entertainment                   | The use of a lot in the manner described in <a href="#">WAMC 9.59</a>   |
| 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 <a href="#">Wis. Stat. 125.25</a> and <a href="#">125.51(2)</a>   |
| Ambulance Services                             | The use of a lot in the manner described under <a href="#">Wis. Stat. 256.01(2)</a>   |
| 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 <a href="#">Wis. Stat. 97.01(1g)</a>  |
| 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 <a href="#">Wis. Stat. 49.136(1)(ad)</a>  |
| Class 1 Collocation of Mobile Service Facility | The use of a lot in the manner described in <a href="#">Wis. Stat. 66.0404(1)(d)</a>  |
| Class 2 Collocation of Mobile Service Facility | The use of a lot in the manner described in <a href="#">Wis. Stat. 66.0404(1)(e)</a>  |
| 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   |

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| Community Living Arrangement   | The use of a lot in the manner described in <a href="#">Wis. Stat. 46.03(22)</a> , <a href="#">48.743(1)</a> , <a href="#">48.02(6)</a> , or <a href="#">50.01(1)</a>  |
| 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 <a href="#">Wis. Stat. 440.70(8)</a>   |
| 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 <a href="#">Wis. Stat. 77.996(2)</a>   |
| 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 <a href="#">Wis. Stat. 111.32(7)</a>   |
| 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 <a href="#">Wis. Stat. 66.1017(1)(a)</a>   |
| Floor Area Ratio               | The numerical value obtained through dividing the gross floor area by the total area of the lot ( <a href="#">diagram</a> )  |
| Food Production                | The use of a lot in the manner described in <a href="#">Wis. Stat. 97.29(1)(g)</a> 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 <a href="#">Wis. Stat. 445.01(6)</a>   |
| 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 |
| <b>Group Child Care Center</b> | <b>The use of a lot in the manner described in <a href="#">Wis. Stat. 49.136(1)(k)</a></b>   |



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| Heavy Motor Vehicle Sales          | The use of a lot in the manner described in <a href="#">Wis. Stat. 218.0101(23)</a> 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 <a href="#">Wis. Adm. Code SPS 361.04(3m)</a> , 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 <a href="#">Wis. Stat. 50.33(2)</a>  |
| Hotel                              | The use of a lot in the manner described in <a href="#">Wis. Stat. 97.01(7)</a>  |
| 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 <a href="#">Wis. Stat. 218.0101(23)</a> 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 <a href="#">Wis. Stat. 218.0101(23)</a> 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  |

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| Lodging House                    | Conducting the activities described in <a href="#">Wis. Stat. 779.43(1)(b)</a>  |
| 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 ( <a href="#">diagram</a> )  |
| 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 <a href="#">Wis. Stat. 460.01(4)</a> 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 <a href="#">Wis. Stat. 66.0404(1)(n)</a>  |
| Narcotic Treatment Service       | The use of a lot in a manner described in <a href="#">Wis. Stat. 51.4224(1)(a)</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 <del>20</del> <u>10</u> % or more of a gross floor area for the retail sale of <u>any</u> cigarettes, tobacco products, nicotine products, <del>or</del> <u>and</u> 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   |
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| 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 <a href="#">Wis. Stat. 134.71(1)(e)</a>  |
| Payday Lender                    | The use of a lot in a manner described in <a href="#">Wis. Stat. 62.23(7)(hi)1.b.</a>   |
| 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 <a href="#">Wis. Stat. 50.01(3)</a> , a hospice as described in <a href="#">Wis. Stat. 50.90(1)</a> , or a |

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|                                     | residential care apartment complex as described in <a href="#">Wis. Stat. 50.034</a>  |
| Restaurant                          | The use of a lot in the manner described in <a href="#">Wis. Stat. 97.01(14g)</a>   |
| Restricted Manufacturing            | The preparation, processing, assembling, or packing of a product that may be lawfully advertised as blind-made under <a href="#">Wis. Stat. 47.03(3)(a)</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 <a href="#">Wis. Stat. 134.71(1)(g)</a> or <a href="#">(h)</a>                                     |
| Self-Service Storage                | A type of light industrial use of a lot in a manner described in <a href="#">Wis. Stat. 704.90(1)(g)</a>  |
| 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 <a href="#">Wis. Stat. 66.0615(1)(dk)</a>   |
| 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 <a href="#">Wis. Stat. 66.0409(1)(c)</a>  |
| State Fair Use                      | The use of a lot in a manner authorized under <a href="#">Wis. Stat. 42.01</a>  |
| 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 <a href="#">Wis. Stat. 125.26</a> and <a href="#">125.51(3)</a>   |
| 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 <a href="#">Wis. Stat. 66.0414(1)(x)</a> 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 <a href="#">Wis. Stat. 89.02(6)</a>  |
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| 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 <a href="#">Wis. Stat. 99.01(3)</a>  |
| Waste Services             | The use of a lot as a solid waste facility under <a href="#">Wis. Stat. 289.01(35)</a> , pyrolysis facility under <a href="#">Wis. Stat. 289.01(27m)</a> , or gasification facility under <a href="#">Wis. Stat. 289.01(9m)</a> |
| Wireless Support Structure | A structure described in <a href="#">Wis. Stat. 66.0414(1)(zp)</a> 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

| <b>Residential &amp; Lodging</b> | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
|----------------------------------|------------------|------------------|------------------|-----------|----------------|-----------------|-----------------|-----------------|-----------------|------------|------------|----------|-----------|
| 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          |            |          |           |
|   |             |             |             |           |            |            |            |            |            |            |            |          |           |
| <b>Retail</b>                                     | <b>RA-1</b> | <b>RA-2</b> | <b>RA-3</b> | <b>RB</b> | <b>R C</b> | <b>C-1</b> | <b>C-2</b> | <b>C-3</b> | <b>C-4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
| 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          |            |            |          |           |
|   |             |             |             |           |            |            |            |            |            |            |            |          |           |
| <b>Service</b>                                    | <b>RA-1</b> | <b>RA-2</b> | <b>RA-3</b> | <b>RB</b> | <b>R C</b> | <b>C-1</b> | <b>C-2</b> | <b>C-3</b> | <b>C-4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
| 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          |          |           |
| <b>Civic &amp; Institutional</b>                       |                  |                  |                  |           |                |                 |                 |                 |                 |            |            |          |           |
|  | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
| 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        |           |
| <b>Parks &amp; Recreation</b>                          |                  |                  |                  |           |                |                 |                 |                 |                 |            |            |          |           |
|  | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
| 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          |          |           |  |
|                                    |                  |                  |                  |           |                |                 |                 |                 |                 |            |            |          |           |  |
| <b>Industrial</b>                  | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |  |
| 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          |          |           |  |
|                                    |                  |                  |                  |           |                |                 |                 |                 |                 |            |            |          |           |  |
| <b>Medical</b>                     | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |  |
| 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          |          |           |  |
|                                    |                  |                  |                  |           |                |                 |                 |                 |                 |            |            |          |           |  |
| <b>Automotive</b>                  | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |  |
| 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          |          |           |  |



| <b>Infrastructure</b>   | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
|---|------------------|------------------|------------------|-----------|----------------|-----------------|-----------------|-----------------|-----------------|------------|------------|----------|-----------|
| 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<br>(at least 25 sq. ft. or at least 6 feet above grade)<br>(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          |          |           |
| <b>Other</b>  | <b>RA<br/>-1</b> | <b>RA<br/>-2</b> | <b>RA<br/>-3</b> | <b>RB</b> | <b>R<br/>C</b> | <b>C-<br/>1</b> | <b>C-<br/>2</b> | <b>C-<br/>3</b> | <b>C-<br/>4</b> | <b>I-1</b> | <b>I-2</b> | <b>P</b> | <b>SF</b> |
| 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 <del>lot</del> <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 <del>lot</del> <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 <del>1,000</del> 2,000 feet from any lot where the following are located: <del>lots zoned P</del> arks, <del>S</del> schools, <del>L</del> 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:<br>- gross floor area is less than 2,000 square feet,<br>- premises are closed between 12 a.m. and 6 a.m. at all times, and<br>- 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

| <b>Principal Use</b> | <b>District(s)</b> | <b>Criteria</b>   |
|----------------------|--------------------|---|
| 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

| <b>Principal Use</b>       | <b>District(s)</b> | <b>Criteria</b>   |
|----------------------------|--------------------|---|
| 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

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

9. Infrastructure

| <b>Principal Use</b> | <b>District(s)</b> | <b>Criteria</b>   |
|----------------------|--------------------|---|
| 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<br>-1 | RA<br>-2 | RA<br>-3 | RB       | R<br>C   | C-<br>1 | C-<br>2 | C-<br>3 | C-<br>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

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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 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, July 18, 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 7:01 p.m.*

### B. ROLL CALL

**Present** 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel  
**Excused** 1 - Ald. Vitale

### C. PLEDGE OF ALLEGIANCE

*Led by Ald. Stefanski.*

### D. PUBLIC HEARINGS

1. [R-2023-0538](#) Resolution to approve a substantial amendment to the 2020-2024 Community Development Block Grant Program.  
*Planning and Zoning Manager Steve Schaer presented.*
2. [2023-0411](#) Conditional Use Permit for Caribou Coffee, a proposed restaurant with accessory drive-through service, at 10200 W. National Ave.  
*Planning and Zoning Manager Steve Schaer presented.*  
  
*Reid Yans - Plan Engineer - 100 Camelot Dr., Fon Du Lac, WI - spoke about the plans for the coffee shop.  
Ed Lisinski - 6620 W. National Ave., West Allis, WI, WI - spoke about bathroom guidelines in the coffee shop.*
3. [2023-0441](#) Conditional Use Permit for Automotive Vision Designs, a proposed Light Motor Vehicle Service use, at 11133 W. Rogers St.  
*Planning and Zoning Manager Steve Schaer presented and recommended to hold action due to code violations.*

### E. CITIZEN PARTICIPATION

*Ed Lisinski, 6620 W. National Ave., Spoke about the Relay for Life donations.*

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

**G. MAYOR'S REPORT**

*Mayor Devine thanked sponsors and Festival Foods for their participation with the Independence Day Parade and Fireworks.*

**H. ALDERPERSON'S REPORT**

*Ald. Weigel spoke about the cheese wheel bike race on June 20th and thanked Mark Lutz and the volunteers for their help.*

*Ald. Grisham spoke about West Allis Night Out.*

**I. APPROVAL OF MINUTES**

4. [2023-0426](#) June 6, 2023 Common Council Minutes.

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

**J. STANDING COMMITTEE REPORTS****K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)****Passed The Consent Vote**

**Ald. Lajsic moved to approve the Consent Agenda, items #1 - #21 & #23 - #36, Ald. Haass seconded, motion carried by roll call vote:**

**Aye:** 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel

**No:** 0

5. [O-2023-0050](#) Ordinance amending salary schedule for elected officials for years 2024 to 2028.

**Sponsors:** Alderperson Haass

**Passed**

6. [O-2023-0055](#) Ordinance to amend salary schedule by reclassifying Inventory Services Specialist to grade F1, reclassifying Tourism and Event Coordinator to grade J2, and amending Effective date of Deputy Registrar reclassification.

**Sponsors:** Alderperson Haass

**Passed**

7. [R-2023-0268](#) Resolution authorizing a memorandum of understanding (MOU) between the City of West Allis (City) and Aurora West Allis Medical Center (Hospital) for the 340B Drug Pricing Program.

**Sponsors:** Administration Committee

**Adopted**

8. [R-2023-0482](#) Resolution accepting work of Zignego and authorizing and directing settlement of said contract in accordance with contract terms of 2021 Project No. 7 for final payment in the amount of \$1,500.
- Sponsors:** Public Works Committee
- Adopted**
9. [R-2023-0483](#) Resolution accepting work of LaLonde Contractors, Inc. and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 2 for final payment in the amount of \$1,688.
- Sponsors:** Public Works Committee
- Adopted**
10. [R-2023-0499](#) Resolution to create policy and procedure for recognizing neighborhood associations.
- Adopted**
11. [R-2023-0541](#) Resolution approving an amendment to the neighborhood small grant program agreements and grant applications.
- Adopted**
12. [R-2023-0503](#) Resolution authorizing the city administrator to execute a contract for employee wellness program administration services.
- Adopted**
13. [R-2023-0509](#) Resolution granting a Permanent Easement by the City of West Allis to We Energies to install and provide access to their facilities on City Property.
- Sponsors:** Public Works Committee
- Adopted**
14. [R-2023-0523](#) Resolution to amend the agreement with Ayres Associates Inc. for methane and groundwater sampling at the Lincoln Avenue landfill site for three years at an amount not to exceed \$19,500.
- Adopted**
15. [R-2023-0525](#) Resolution to accept the proposal of Compass Minerals for furnishing and delivering 3600 tons of deicing road salt for a total sum of \$274,284.
- Adopted**
16. [R-2023-0530](#) Resolution approving a Certified Survey Map to split the existing parcel at 10200 W. National Ave. into 2 parcels. (Tax Key No. 485-9990-013)
- Adopted**
17. [R-2023-0532](#) Resolution to consider a Memorandum of Understanding between the City of West Allis and First-Ring Industrial Redevelopment Enterprise, Inc.
- Adopted**

18. [R-2023-0533](#) Resolution approving the terms and conditions for an Economic Development Loan to BCT Cast Products, LLC to be located at 404 S. 116th St., in the amount of up to \$200,000.  
**Adopted**
19. [R-2023-0534](#) Resolution approving the terms and conditions for an Economic Development Loan to Lake Effect Coffee Company, LLC to be located at 6229 W. Greenfield Avenue, under the National Avenue Commercial Corridor Instore Forgivable Loan Program in an amount up to \$26,000.  
**Adopted**
20. [R-2023-0535](#) Resolution approving the terms and conditions for an Economic Development Loan to Su Plus Two LLC, d/b/a Su Plus Two Restaurant and Bar, to be located at 7335 W. Greenfield Avenue, under the National Avenue Commercial Corridor Instore Forgivable Loan Program in an amount up to \$25,000.  
**Adopted**
21. [R-2023-0536](#) Resolution rejecting all bids received as shown on the attached bid report for Sidewalk Repair, 2023 Project No. 10.  
**Sponsors:** Public Works Committee  
**Adopted**
22. [R-2023-0539](#) Resolution to provide services as a wireless 9-1-1 public safety answering point.  
**Referred to Committee of the Whole**
23. [R-2023-0546](#) Resolution to authorize the agreement between the city and CDW-G to purchase 43 each new desktop computers for \$21,930.00 and 20 each new laptops with docking stations from Vanguard Computers for \$15,640.00, for a total of \$37,570.  
**Adopted**
24. [2023-0390](#) Class A/B/C Alcohol License Renewal Applications.  
  
\*See attachment for list  
**Granted**
25. [2023-0425](#) May 2023 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$106,404.18.  
**Placed on File**
26. [2023-0428](#) Claim by Stephanie Hall for property loss at S. 92nd and Orchard St. on June 6, 2023.  
**Referred to City Attorney**

- 
27. [2023-0429](#) Class B Tavern Temporary Premise & Entertainment Extension request for a one-day event for Troy Meyer, d/b/a Crawdaddy's on Greenfield, 9427 W. Greenfield Ave. on July 22, 2023.
- Granted**
28. [2023-0436](#) Claim by the Eunmi Michler regarding vehicle damage at 98th & Lincoln Ave. on February 17, 2023.
- Referred to City Attorney**
29. [2023-0439](#) Claim by Angela Hernandez for property storage reimbursement on May 29, 2023 at 6121 W. Lincoln Ave.
- Referred to City Attorney**
30. [2023-0451](#) Finance Director/Comptroller submitting report for June 2023 indicating City of West Allis checks issued in the amount of \$4,826,669.70.
- Placed on File**
31. [2023-0452](#) Claim by Whitnall-Summit Company, LLC for excessive property assessment for the tax year 2023 for the property at 6737 W. Washington St.
- Referred to City Attorney**
32. [2023-0458](#) Claim by 80 West Allis, LLC for excessive property assessment for the tax year 2023 for the property at 1414 S. 65th St.
- Referred to City Attorney**
33. [2023-0473](#) Communication from Health Department and Planning & Zoning regarding mental health awareness signage.
- Placed on File**
34. [2023-0481](#) Re-Appointment by Mayor Devine of Michael Pranghofer to the Board of Appeals for a 3-year term to expire July 18, 2026.
- Re-Appointment by Mayor Devine of Mary Kay Flynn to the Commission on Aging for a 3-year term to expire July 18, 2026.
- Re-Appointment by Mayor Devine of Cathy Manthei to the Library Board for a 3-year term to expire July 18, 2026.
- Approved**
35. [2023-0482](#) Appointment by Mayor Devine of Mikaya Clark to the Block Grant Committee for a 2-year term to expire July 18, 2025.
- Approved**
36. [2023-0487](#) Communication from the City Administrator regarding interim/transitional reorganization of the City Clerk, Customer Service Center, and Treasurer's Offices.
- Placed On File**

**L. COMMON COUNCIL RECESS**

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

The Council recessed at 7:35 p.m. and returned at 8:25 p.m.

**M. NEW AND PREVIOUS MATTERS****ADMINISTRATION COMMITTEE**

Committee convened at 7:40 p.m.

**Passed The Block Vote**

Ald. Haass moved to approve the action on items #37 - #39, motion carried by roll call vote

**Aye:** 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel

**No:** 0

37. [R-2023-0528](#) Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,220,000 General Obligation Promissory Notes, Series 2023A.

**Sponsors:** Alderperson Reinke and Alderperson Haass

**Committee Action:**

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

**Council Action: Adopted**

38. [R-2023-0501](#) Resolution Expressing Appreciation for Adoption of 2023 Wisconsin Act 12 - Local Government Funding Legislation.

**Sponsors:** Alderperson Lajsic and Alderperson Haass

**Committee Action:**

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

**Council Action: Adopted**

39. [2023-0369](#) Claim by Alexander Bonilla regarding excessive force at 2100 Block of S. 124th St. on October 24, 2021.

**Committee Action:**

Ald. Lajsic moved to Refer to City Attorney, Ald. Weigel seconded, motion carried.

Committee adjourned at 7:44 p.m.

**Council Action:** Referred to City Attorney

**PUBLIC WORKS COMMITTEE**

Committee convened at 7:39 p.m.

**Passed The Block Vote**

**Ald. Roadt moved to approve the items #40 - #41, motion carried by roll call vote**

**Aye:** 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel

**No:** 0

40. [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.

**Sponsors:** Alderperson Lajsic

*Referred to the Economic Development Committee.*

41. [2023-0476](#) Correspondence from the City Engineer regarding New Street and Remnant Parcels.

*City Engineer Melinda Dejewski provided information.*

**Committee Action:**

**Ald. Stefanski, moved to place on file, Ald. Reinke seconded, motion carried.**

**Ald. Stefanski moved to adjourn at 7:46 p.m., Ald. Grisham seconded, motion carried.**

**Council Action: Placed on File**

**ECONOMIC DEVELOPMENT COMMITTEE**

Committee convened at 7:45 p.m.

**Passed The Block Vote**

**Ald. Lajsic moved to approve the item #42 motion carried by roll call vote:**

42. [R-2023-0504](#) Consideration and possible action on a Resolution Creating Tax Incremental District No. 19, Approving its Project Plan and Establishing its Boundaries.

**Committee Action:**

**Ald. Weigel moved to adopt, Ald. Haass seconded, motion carried.**

**Council Action: Adopted**

**Passed The Block Vote**

**Ald. Lajsic moved to approve the items #43 - #53, motion carried by roll call vote:**

**Aye:** 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel

**No:** 0

43. [R-2023-0537](#) Resolution for grant application for \$250,000 from the Wisconsin Economic Development Corporation Community Development Investment Grant Program for Baum Revision for the redevelopment of the property located at 6771 W. National Ave.
- Committee Action:**  
Ald. Haass moved to adopt, Ald. Weigel seconded, motion carried.
- Council Action:** Passed
44. [2023-0430](#) New Class B Tavern & Public Entertainment Premises License application for Jagers LLC d/b/a The Hungry Bear, 5906 W. Burnham St. Agent: Markus Gorsic.
- Committee Action:**  
Ald. Kuehn moved to grant as amended premises with bar area and fenced in patio, Ald. Haass seconded, motion carried.
- Council Action:** Granted
45. [2023-0431](#) New Class A Liquor and Beer License application for Family Dollar Stores of Wisconsin, LLC, d/b/a Family Dollar #30524, 9306 W. Greenfield Ave. Agent: Logan Rumbaugh.
- Committee Action:**  
Ald. Kuehn moved to hold per request of applicant, Ald. Haass seconded, motion carried.
- Council Action:** Held
46. [2023-0432](#) New Class B Beer License application for 70th Street Hotel Associates, LLC d/b/a Home2Suites, 1212 S. 70th St. Agent: June Zenith Boyce.
- Committee Action:**  
Ald. Weigel moved to grant, Ald. Haass seconded, motion carried.
- Council Action:** Granted
47. [2023-0433](#) New Class A Liquor and Beer License application for Super Bottle, LLC, d/b/a Super Bottle, 1357 S. 76th St. Agent: Rupinderjit Singh.
- Committee Action:**  
Ald. Haass moved to grant, Ald. Kuehn seconded, motion carried.
- Council Action:** Granted
48. [2023-0440](#) New Class B Tavern & Public Entertainment Premises License application for MLSD Inc d/b/a Happy Tap, 6801 W. Beloit Rd. Agent: Dina Wagner.
- Committee Action:**  
Ald. Haass moved to grant, Ald. Kuehn seconded, motion carried.
- Council Action:** Granted



49. [2023-0443](#) New Class B Tavern License application for Blaque Bar & Bites Corporation, d/b/a Blaque Bar & Bites, 1022 S 60th St. Applicant/Agent: Jennifer Pierce.

**Committee Action:**

Ald. Kuehn moved to grant with amended hours, Ald. Haass seconded, motion carried.

**Council Action:** Granted as amended

50. [2023-0449](#) New Class B Tavern License application for SBG Apple North II, LLC, d/b/a Applebee's Neighborhood Grill + Bar, 2865 S. 108th St. Agent: Casimir Banaszek.

**Committee Action:**

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

**Council Action:** Granted

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

51. [R-2023-0538](#) Resolution to approve a substantial amendment to the 2020-2024 Community Development Block Grant Program.

**Committee Action:**

Ald. Weigel moved to Adopt, Ald. Kuehn seconded, motion carried.

**Council Action:** Adopted

52. [2023-0411](#) Conditional Use Permit for Caribou Coffee, a proposed restaurant with accessory drive-through service, at 10200 W. National Ave.

**Committee Action:**

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

**Council Action:** Approved

53. [2023-0441](#) Conditional Use Permit for Automotive Vision Designs, a proposed Light Motor Vehicle Service use, at 11133 W. Rogers St.

**Committee Action:**

Ald. Haass moved to hold pending completion of occupancy permit requirements, Ald. Weigel seconded, motion carried.

Committee adjourned at 8:19 p.m.

**Council Action:** Held

**PUBLIC SAFETY COMMITTEE**

Committee convened at 7:46 p.m.

58. [2023-0437](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Darius Salinas.  
(First appearance)
- Committee Action:**  
Ald. Roadt moved to deny, Ald. Reinke seconded, motion carried with Nays from Ald. Grisham and Ald. Turner.
- Council Action:**  
Ald. Stefanski moved to deny, Ald. Roadt seconded, motion carried by roll call vote:  
Aye: 2 - Ald. Grisham, Ald. Weigel  
No: 7 - Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald, Turner
- Ald. Stefanski moved to approve, Ald. Roadt seconded, motion carried by roll call vote:  
Aye: 7 - Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald, Turner  
No: 2 - Ald. Grisham, Ald. Weigel

#### Passed The Block Vote

- Ald. Grisham moved to approve the items #54 - #68, motion carried by roll call vote:
- Aye: 9 - Ald. Grisham, Ald. Haass, Ald. Kuehn, Ald. Lajsic, Ald. Reinke, Ald. Roadt, Ald. Stefanski, Ald. Turner, Ald. Weigel
- No: 0

54. [2023-0404](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Dewey Qualls.  
(Second appearance)
- Committee Action:**  
Ald. Stefanski moved to grant, Ald. Reinke seconded, motion carried
- Council Action: Granted**
55. [2023-0454](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Spencer Miller.  
(First appearance)
- Committee Action:**  
Ald. Stefanski moved to grant, Ald. Reinke seconded, motion carried
- Council Action: Granted**
56. [2023-0455](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Asia Bautista.  
(First appearance)
- Committee Action:**  
Ald. Roadt moved to deny, Ald. Reinke seconded, motion carried
- Council Action: Denied**

57. [2023-0457](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Ciara Jarrett.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Council Action: Held**
59. [2023-0444](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Hailey Schultz.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to grant, Ald. Turner seconded, motion carried**  
  
**Council Action: Granted**
60. [2023-0445](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Andrea Pye.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Council Action: Held**
61. [2023-0446](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Jason Smith.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Council Action: Held**
62. [2023-0447](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Bradley Beauchamp.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to grant, Ald. Reinke seconded, motion carried**  
  
**Council Action: Granted**
63. [2023-0448](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Michael Krimke-Boey.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to deny, Ald. Reinke seconded, motion carried**  
  
**Council Action: Denied**

64. [2023-0465](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Brittany Fuchs.  
(First appearance)  
**Committee Action:**  
**Ald. Stefanski moved to approve, Ald. Turner seconded, motion carried**  
  
**Council Action: Approved**
65. [2023-0420](#) Notification of non-renewal for Class B Tavern licensee El Sagitario BNC LLC, DBA El Sagitario, 907 S. 84th St. who has a delinquent debt to the City.  
**Committee Action:**  
**Ald. Stefanski moved to grant, Ald. Reinke seconded, motion carried**  
  
**Council Action: Granted**
66. [2023-0467](#) Notification of non-renewal for Class B Tavern license, Public Entertainment License and Retail Food License for EKC Investments LLC DBA Kane's Bar & Grill, 6922 W. Orchard St.  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Council Action: Held**
67. [2023-0352](#) Summons and Complaint against Katherine Wisniewski for suspension or revocation of the Class D Operator License.  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Council Action: Held**
68. [2023-0464](#) Summons and Complaint against D&G Investments LLC D/B/A Mobile Estates of West Allis, 10401 W. Greenfield Ave. for suspension or revocation of the Manufactured and Mobile Home Community License.  
**Committee Action:**  
**Ald. Stefanski moved to hold, Ald. Turner seconded, motion carried**  
  
**Ald. Stefanski moved to adjourn at 7:59 p.m., Ald. Reinke seconded, motion carried.**  
  
**Council Action: Held**

## N. ADJOURNMENT

**Ald. Lajsic moved to adjourn at 8:38 p.m., Ald. Grisham seconded, motion carried.**

**Next scheduled meeting is August 1, 2023 at 7:00 p.m.**

YouTube Meeting Links for July 18, 2023:

Common Council Part 1

<https://www.youtube.com/watch?v=hV74PQvi1wI&t=1688s>

Recess - Administration & Economic Development

[https://www.youtube.com/watch?v=\\_a3T6eXxEXc&t=1338s](https://www.youtube.com/watch?v=_a3T6eXxEXc&t=1338s)

Recess - Public Works & Public Safety

<https://www.youtube.com/watch?v=v3OT2-YAUjA>

Common Council Part 2

<https://www.youtube.com/watch?v=izJCI3MPxiw>



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

**NON-DISCRIMINATION STATEMENT**

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

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

**LIMITED ENGLISH PROFICIENCY STATEMENT**

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

**CITY OF WEST ALLIS  
ORDINANCE O-2023-0056**

**ORDINANCE TO AMEND SALARY SCHEDULE FOR POSITION OF  
COMMUNITY SERVICE OFFICER**

**WHEREAS**, the common council desires to offer competitive wages for recruitment and retention;

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

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

AMENDMENT

Salary Schedule

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

| <b>Start Date</b> | <b>End Date</b> | <b>Salary Schedule</b> | <b>Ordinance</b> |
|-------------------|-----------------|------------------------|------------------|
| 7/18/23           | None            | <a href="#">Link</a>   | O-2023-0055      |
| 5/16/23           | 7/17/23         | <a href="#">Link</a>   | O-2023-0041      |
| 5/2/23            | 5/15/23         | <a href="#">Link</a>   | O-2023-0038      |
| 4/18/23           | 5/1/23          | <a href="#">Link</a>   | O-2023-0032      |
| 3/7/23            | 4/17/23         | <a href="#">Link</a>   | O-2023-0014      |

|          |          |                      |                            |
|----------|----------|----------------------|----------------------------|
| 1/8/23   | 3/6/23   | <a href="#">Link</a> | O-2023-0006<br>O-2022-0167 |
| 10/16/22 | 1/7/23   | <a href="#">Link</a> | O-2022-0149                |
| 9/18/22  | 10/15/22 | <a href="#">Link</a> | O-2022-0140                |
| 9/4/22   | 9/17/22  | <a href="#">Link</a> | O-2022-0128                |
| 7/12/22  | 9/3/22   | <a href="#">Link</a> | O-2022-0107                |
| 6/7/22   | 7/11/22  | <a href="#">Link</a> | O-2022-0090                |
| 5/3/22   | 6/6/22   | <a href="#">Link</a> | O-2022-0084                |
| 4/19/22  | 5/2/22   | <a href="#">Link</a> | O-2022-0075                |
| 4/7/22   | 4/18/22  | <a href="#">Link</a> | O-2022-0047                |
| 2/2/22   | 4/6/22   | <a href="#">Link</a> | O-2022-0036                |
| 1/11/22  | 2/1/22   | <a href="#">Link</a> | O-2022-0012                |
| 10/3/21  | 1/10/22  | <a href="#">Link</a> | O-2021-0076                |
| 7/13/21  | 10/2/21  | <a href="#">Link</a> | O-2021-0051                |
| 6/15/21  | 7/12/21  | <a href="#">Link</a> | O-2021-0049                |
| 6/1/21   | 6/14/21  | <a href="#">Link</a> | O-2021-0042                |
| 3/2/21   | 5/31/21  | <a href="#">Link</a> | O-2021-0022                |
| 2/2/21   | 3/1/21   | <a href="#">Link</a> |                            |
| 12/15/20 | 2/1/21   | <a href="#">Link</a> | O-2020-0058                |
| 10/18/20 | 12/17/20 | <a href="#">Link</a> |                            |
| 9/1/20   | 10/17/20 | <a href="#">Link</a> |                            |
| 3/17/20  | 8/31/20  | <a href="#">Link</a> |                            |
| 3/3/20   | 3/16/20  | <a href="#">Link</a> |                            |
| 1/7/20   | 3/2/20   | <a href="#">Link</a> |                            |
| 8/6/19   | 1/6/20   | <a href="#">Link</a> |                            |
| 3/19/19  | 8/5/19   | <a href="#">Link</a> |                            |
| 10/16/18 | 3/18/19  | <a href="#">Link</a> |                            |
| 10/2/18  | 10/15/18 | Link                 |                            |
| 6/19/18  | 10/1/18  | <a href="#">Link</a> |                            |
|          |          |                      |                            |

|         |         |                      |  |
|---------|---------|----------------------|--|
| 4/17/18 | 6/18/18 | <a href="#">Link</a> |  |
| 3/6/18  | 4/16/18 | <a href="#">Link</a> |  |
| 1/14/18 | 3/5/18  | <a href="#">Link</a> |  |

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

a. Alderperson

| Date                | Annual Salary |
|---------------------|---------------|
| Effective 4/21/2020 | \$10,000      |
| Effective 1/1/2021  | \$10,200      |
| Effective 1/1/2022  | \$10,400      |
| Effective 1/1/2023  | \$10,600      |
| Effective 1/1/2025  | \$11,000      |
| Effective 1/1/2024  | \$10,800      |

b. Mayor

| Date                | Annual Salary |
|---------------------|---------------|
| Effective 4/21/2020 | \$73,583.75   |
| Effective 4/20/2021 | \$75,791.26   |
| Effective 4/19/2022 | \$78,065.00   |
| Effective 4/17/2024 | \$82,819.16   |
| Effective 1/1/2025  | \$85,303.73   |
| Effective 1/1/2026  | \$87,862.84   |
| Effective 1/1/2027  | \$90,498.73   |
| Effective 1/1/2028  | \$93,213.69   |
| Effective 4/18/2023 | \$80,406.95   |

c. Municipal Judge



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

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

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

6. Election Official Pay Rates. Any person who is appointed as an election official under Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:
- \$125.00 per full day of work on election day as an inspector. The city clerk may authorize up to \$50.00 in additional pay for meeting performance metrics established by the city clerk.
  - \$150.00 per full day of work on election day as an assistant chief inspector. The city clerk may authorize up to \$75.00 in additional pay for meeting performance metrics established by the city clerk.
  - \$175.00 per full day of work on election day as a chief inspector of a polling place. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
  - \$25.00 for attending an instructional meeting prior to election day.
  - \$15.00 per hour for any of the following:

- i. training prior to election day.
- ii. working as a special voting deputy under Wis. Stat. 6.875.
- f. \$350.00 per full day of work on election day as chief inspector of the location canvassing absentee ballots under Wis. Stat. 7.52. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.

7. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| Ald. 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



**Patrick S. Mitchell**  
Chief of Police

**Robert Fletcher**  
Deputy Chief of Police

**Christopher Marks**  
Deputy Chief of Police

## MEMORANDUM

**TO:** Chief Patrick Mitchell  
**FROM:** Deputy Chief Chris Marks  
**DATE:** July 5<sup>th</sup>, 2023  
**SUBJECT:** Community Service Officer Rates of Pay

---

Chief Mitchell,

The West Allis Police Department is allocated for 8 part-time Community Service Officers (CSO). Since the inception of the Community Service Officer Program, the Department has not had all 8 of these vacancies filled at one time. It remains the goal of the Department to fill all CSO positions for several reasons. Community Service Officers provide a valuable service to the City and Department.

The Community Service Officer Program is also designed to assist in the recruitment for the position of Police Officer. For years, the Law Enforcement profession has seen a national decline in applicants. Our Community Service Officer Program was originally designed to combat that, recruiting college students who are enrolled in Criminal Justice, Police Science, or a related law enforcement degree program at an accredited college or University who are actively pursuing a career as a sworn law enforcement officer. A West Allis CSO may be afforded an opportunity to transition to a sworn officer position with our Department, provided they meet the requirements for the position and receive a favorable letter of recommendation for appointment by the Captain of the Patrol Bureau.

According to City of West Allis Municipal Code (Salary Schedule), the current salary range for the CSO position is \$11.76 - \$14.71 per hour. Since its inception, we have routinely started CSO's at the \$11.76 rate of pay, providing them a pay increase after one year of service, and subsequent years. Other than Children's Program Care Provider and Library Page, the CSO position is the lowest paid part-time position in the City. Co-Op / Interns / Temporary Seasonal Laborers are paid at a higher starting rate. We currently have two CSO's who are being paid \$12.35 per hour. Since its inception, we've only had one CSO who was paid at the top of the pay range. This specific CSO was the first CSO we hired. She was paid \$15.08 upon her resignation. She was employed here for over three years at the time of her resignation in 2020 and was a City resident which afforded a pay increase incentive.

Although we do receive applications for the position of Community Service Officer, we have recently been faced with criticism for the amount of pay this position is afforded. On May 8<sup>th</sup>, 2023, the West Allis Police Department posted this position on social media during our recruitment process. One citizen commented that we need to seriously reevaluate the compensation. Current employees, recognizing the importance of this position and the intentions of the program, have provided the same feedback.

A cursory review of open-source information identified the following pay rates:

| <b>Department</b>               | <b>Rate of Pay</b>       | <b>Additional Comments</b>   |
|---------------------------------|--------------------------|--|
| Waukesha Police Department      | \$18.94 / hour           | Part-time  |
| Dodge County Sheriff's Office   | \$15.68 / hour           | Part-time  |
| Greenfield Police Department    | \$18.00 / hour           | Part-time  |
| Wauwatosa Police Department     | \$16.00 / hour           | Part-time  |
| Appleton Police Department      | \$14.94 - \$16.48 / hour | Part-time  |
| Menasha Police Department       | \$15.00 / hour           | Part-time  |
| Whitefish Bay Police Department | \$14.00 - \$18.00 / hour | Part-time  |
| Eau Claire Police Department    | \$22.12 - \$25.78 / hour | Full-time position but responsibilities consistent with WAPD CSO Program |
| West Bend Police Department     | \$19.59 / hour           | Full-time position but responsibilities consistent with WAPD CSO Program |
| Milwaukee County Zoo            | \$16.03 - \$16.78 / hour | Seasonal security position   |

Since the inception of the Community Service Officer Program, the West Allis Police Department has transitioned 5 Community Service Officers to full-time, sworn Police Officers with our Department. This program does work; it has the potential to strengthen our recruitment if we continue to dedicate appropriate resources, funding and attention to it. Retention of police officers has not been a significant issue with our department; recruitment has.

The West Allis Police Department has experienced a decrease in police officer applicants over the past several years, not unlike many departments across the country. What makes our department somewhat unique is that we do have a Community Service Officer Program that many local police departments currently do not have. This is an opportunity of which we need to continue to take advantage, funding it appropriately in an effort to remain competitive in local recruitment.

Wisconsin Police Departments, especially those in Southeastern Wisconsin, are competing against each other for a much smaller pool of overall applicants than in years past. In their efforts to improve recruitment and hiring, many departments are exploring the implementation of a Community Service Officer Program similar to ours. As we are currently ahead of many departments in this capacity, it is incumbent upon us to remain competitive in this field and reach potential applicants at the earliest possible stage – while they are still fulfilling their educational requirements, if not sooner.

A review of our current compensation for the position of Part-Time Community Service Officer shows that we rank the lowest in hourly pay. This needs to change for the West Allis Police Department to remain competitive in recruitment.

If the Eau Claire Police Department, West Bend Police Department, and Milwaukee County Zoo are removed from the discussion (as their programs are full-time or seasonal positions), the average starting rate of pay among the remaining departments is \$16.08 per hour. To be competitive in the field of law enforcement, I am recommending a modification of the City's Salary Schedule documented in Municipal Code (paragraph 5) pursuant to the Community Service Officer position with a salary range of \$20 - \$25 per hour. The rate increase of 5% would still be in effect for employees who are City residents. The Police Department can absorb this increase within our budgetary means under 100-2012-521.12-01.

Respectfully,

Deputy Chief Marks  
Support Services

**CITY OF WEST ALLIS  
RESOLUTION R-2023-0547**

**RESOLUTION TO AMEND AN EXISTING PROFESSIONAL SERVICES  
CONTRACT WITH INTERSTATE ROOF SYSTEMS CONSULTANTS, INC. TO  
PROVIDE DESIGN ENGINEERING SERVICES AND QUALITY COMPLIANCE  
OBSERVATIONS FOR ROOF REPLACEMENTS AT THE WEST ALLIS POLICE  
DEPARTMENT SUBSTATION AND THE WEST ALLIS POLICE DEPARTMENT  
SALLY PORT ROOF, FOR AN AMOUNT NOT TO EXCEED \$13,450**

**WHEREAS**, the City has an existing Professional Services Contract with Interstate Roof Systems Consultants, Inc. for Engineering Consulting Services to design and inspect the roof replacements;

**NOW THEREFORE**, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated June 22, 2023 submitted by Interstate Roof Systems Consultants, Inc. to furnish Engineering Consulting Services for the design and inspection of the roof replacements at the West Allis Police Department Substation and the West Allis Police Department Sally Port roof, for an amount not to exceed \$13,450 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this purchase has been budgeted and is available in the 2023 Capital Project Fund, and the services will be charged to Account Number 354-6053-523.31-01 and Project Numbers BF0033 (Police Substation Roof) and BF0032 (Police Sally Port Roof).

BE IT FURTHER RESOLVED that the City Director of the Department of Public Works be and is hereby authorized to enter into an amended Professional Services Contract with Interstate Roof Systems Consultants, Inc. for Engineering Consulting Services.

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

**SECTION 1:**            **ADOPTION** “R-2023-0547” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2023-0547 (Non-existent)

AFTER ADOPTION

R-2023-0547(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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



June 22, 2023

Rob Hutter  
Assistant City Engineer  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

**Re: Roof Consulting Services | Project Management, Specification, Quality Compliance Observation**  
West Allis Police Department Substation & Sally Port Building – West Allis, WI

Dear Rob,

Please accept this letter and attachment(s) as our proposal to provide roof consulting services for the West Allis Police Department Substation at 6900 West National Avenue, West Allis, WI 53214 and West Allis Police Station, Sally Port Building at 11301 W. Lincoln Avenue, West Allis, WI 53214. Interstate Roof Systems Consultants, Inc. proposes the following services:

**Roofing Project Manual and Bidding Coordination**

This service takes place in three phases. In *Pre-design*, basic decisions about roofing systems and initial estimates are made. During the *Document Design* phase, the roofing specifications, drawings and details are developed, refined, and finalized. For the *Bidding* phase, a list of qualified contractors is compiled, a pre-bid meeting is conducted, and (after bids are submitted to the owner), the lowest responsible bid is verified. Once the owner approves the bid, IRSC provides the contract forms and assists in their execution.

**Project Management and Construction Administration**

This service takes place during the construction phase of your roofing project. Services consist of conducting a pre-construction meeting, reviewing and approving pay requests, monitoring and developing change orders to the contract, preparing the punch list at project completion and reviewing the warranty and project close-out tasks.

**Periodic Quality Compliance Observation**

During the *Roofing* phase, a pre-construction meeting is conducted, and a periodic on-site representative is provided to assure that the contractor's installation complies with the specification quality and standards as set forth during the *Design* and *Bidding* phases. The observer also performs site-use coordination with management and assists in dealing with unforeseeable roof construction conditions. Construction observation reports are completed after each site visit and a final inspection is performed at the end of the project.

If this proposal is acceptable, please authorize us to proceed under the Fee Schedule and return a copy to us. Please feel free to call with any questions. I am looking forward to working with you on this project.

Sincerely,

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.

David C. Velcheck, CCS, RRC  
President  
[dvelcheck@irscinc.com](mailto:dvelcheck@irscinc.com)

***Roof & Building Envelope Solutions. Nationwide.***





## **CONSTRUCTION PROJECT SERVICES**

Roofing Project Manual, Bidding Coordination, Project Management,  
Periodic Quality Compliance Observation

### **I. DESIGN PHASE**

- A. Design of a new ballast roof system to address the deficiencies noted during the brief 2023 roof survey.
- B. Review and coordinate the logistics of the project and discuss potential project phases.

### **II. BIDDING COORDINATION PHASE**

- A. Assist owner in the solicitation of bids and create a "Bidders List".
- B. Conduct a pre-bid meeting and walk-through. Prepare and distribute meeting minutes.
- C. Assist owner in the review of bids and discuss possible implementation strategies.
- D. Provide recommendations to owner for award of contract.

### **III. CONSTRUCTION ADMINISTRATION PHASE (Project Management & Periodic Quality Compliance Observation).**

- A. Conduct a pre-construction meeting. Prepare and distribute meeting minutes.
- B. Review and approval of contractor submittals. (Includes pay requests, change orders, and warranty).
- C. Periodic site visits and weekly construction progress meetings.
- D. Provide a Substantial Completion inspection and creation of a "Punch List".
- E. Assist the owner in project close-out.



**IV. FEE SCHEDULE**

- A. Design and Bidding Phases:  
Lump sum = \$7,500.00
- B. Project Management Services:  
Lump sum = \$1,750.00
  - a. Includes pre-construction meeting and project close-out.
- C. Quality Compliance Inspection:
  - 1. Periodic visits on-site including travel and report preparation: \$750.00.
  - 2. Recommended QCO: 4 site visits.
  - 3. 4 site visits @ \$750.00 = \$3,000.00
    - a. Budget may be adjusted at owner's request based on project requirements.
  - 4. Final inspection = \$1,200.00
- D. Total recommended project budget: **\$13,450.00.**
- E. Additional project staff time and expenses other than specified:
  - 1. Project Manager: \$130.00 per hour portal to portal.
  - 2. Project Coordinator: \$95.00 per hour portal to portal.
  - 3. Project Assistant: \$95.00
  - 4. Roof Technician: \$89.00
  - 5. Authorized reimbursement expenses: cost plus 10%.
- F. Fees are applicable through August 1<sup>st</sup>, 2023.
- G. Should this proposal be accepted, please authorize by signing below and returning a copy to us.

Accepted By: \_\_\_\_\_

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

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

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

**CITY OF WEST ALLIS  
RESOLUTION R-2023-0561**

**RESOLUTION TO AMEND THE 2023 BUDGET TO COVER UNEXPECTED  
CLAIMS**

**WHEREAS**, the 2023 budget allowance for claims is insufficient to cover known claims payable; and,

**WHEREAS**, due to vacant positions, the Department of Public Works has incurred enough savings to cover the estimated claims overage; and,

**WHEREAS**, the Common Council deems it to be in the best interest of the City of West Allis that a budget transfer be made from the Public Works personnel budget to the claims account in the Attorney's Office.

**NOW THEREFORE**, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the 2023 Budget is hereby amended by transferring \$100,000 from the Public Works salaries account 100-4201-535.11-01, to the Attorney's Office claims account 100-0302-516.61-02.

**SECTION 1:**            **ADOPTION** "R-2023-0561" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0561(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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-2023-0562**

**RESOLUTION GRANTING A PRIVILEGE TO LUTZ LAND MANAGEMENT, LLC  
FOR PROPERTY LOCATED AT 6918-22 W. BECHER ST.TAX KEY NO. 476-0086-  
000**

**WHEREAS**, Lutz Land Management, LLC 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 projecting sign(s) adjacent to the property located at 6918-22 W. Becher St., 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 Lutz Land Management, LLC a privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 6918-22 W. Becher St., in the City of West Allis, WI.

**SECTION 1:**            **ADOPTION** “R-2023-0562” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0562(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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-2023-0566**

**RESOLUTION TO APPROVE BID OF ZENITH TECH INC. FOR STREET  
PATCHING, MARKING AND TRAFFIC CALMING IN VARIOUS LOCATIONS IN  
THE CITY OF WEST ALLIS IN THE AMOUNT OF \$230,158.64**

**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 Zenith Tech Inc. for 2023 Project No. 12 be accepted.

**NOW THEREFORE,** BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Zenith Tech Inc. for 2023 Project No. 12 for the concrete pavement patching and miscellaneous manhole adjustments in:

Various Locations throughout City of West Allis

(PLAN FILE NOS. SP-1287, SP-1288, SP-1289)

for the sum of Two Hundred, Thirty Thousand, One Hundred Fifty-eight and 64/100 dollars (\$230,158.64) 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 Bond Funds.

**SECTION 1:**            **ADOPTION** “R-2023-0566” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2023-0566(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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-2023-0570**

**RESOLUTION AUTHORIZING THE HEALTH DEPARTMENT TO ACCEPT AND  
EXPEND FUNDING FROM THE STATE OF WISCONSIN/WISCONSIN  
DEPARTMENT OF HEALTH SERVICES**

**WHEREAS**, the Wisconsin Department of Health Services received funding from the Centers for Disease Prevention and Control to support Public Health Infrastructure and Workforce Development needs;

**WHEREAS**, the Wisconsin Department of Health Services will provide Public Health Infrastructure and Workforce Development funding to the West Allis Health Department to address local infrastructure and Workforce needs;

**WHEREAS**, the City of West Allis has received initial installments of the State of Wisconsin awarded opioid settlement funds;

**WHEREAS**, the West Allis Health Department serves as the agency responsible for administering these various health and wellness focused funds; and,

**WHEREAS**, effective July 1, 2023 the West Allis Health Department has access to \$178,605 in opioid settlement funds to develop a plan and expects to receive \$215,164 for up to 5 years to address Infrastructure needs, and \$59,339 to support Workforce Development needs;

**WHEREAS**, the 2023 budget did not include an appropriation for the opioid settlement fund or Public Health Infrastructure grant or additional workforce development funds.

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

1. Authorizes the West Allis Health Department to accept the Public Health Infrastructure and Workforce Development funds; and
2. Appropriates and amends the 2023 City Budget to allow for the expenditure of Public Health Infrastructure and Workforce Development funds as allowed in the grant program; and
3. Appropriates and amends the 2023 City Budget to allow for the expenditure of Opioid Settlement funds as outlined in the settlement agreements; and
4. That the Health Commissioner is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this Resolution.

**SECTION 1:**            **ADOPTION** “R-2023-0570” of the City Of West Allis  
Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

R-2023-0570(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

\_\_\_\_\_.

|                       | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|-----------------------|------------|------------|---------------|----------------|
| 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

**STATE OF WISCONSIN**

**CIRCUIT COURT**

**MILWAUKEE**

Nationstar Mortgage LLC vs. Jamie Holbert et al

**Electronic Filing  
Notice**

Case No. 2023CV004675  
Class Code: Foreclosure of Mortgage

FILED

06-23-2023

Anna Maria Hodges

Clerk of Circuit Court

2023CV004675

Honorable Christopher R.  
Foley-14

Branch 14

CITY OF WEST ALLIS  
7525 WEST GREENFIELD AVENUE  
MILWAUKEE WI 53214

RECEIVED

JUL 10 2023

WEST ALLIS  
CITY ATTORNEY

Case number 2023CV004675 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt-in code: 6ffd58**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court  
Date: June 23, 2023

*Am 7/10*

FILED  
06-23-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004675  
Honorable Christopher R.  
Foley-14  
MILWAUKEE COUNTY  
Branch 14

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

MILWAUKEE COUNTY

NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BOULEVARD  
COPPELL, TX 75019

Case No.

Plaintiff,

JAMIE HOLBERT  
2312 S. BROOKLAND RD  
NEW BERLIN, WI 53151

Case Code No. 30404  
Foreclosure of Mortgage

MARK HOLBERT  
2312 S. BROOKLAND RD  
NEW BERLIN, WI 53151

CITY OF MILWAUKEE  
C/O ATTORNEY HANNAH R JAHN  
200 E. WELLS STREET  
MILWAUKEE, WI 53202

CITY OF WEST ALLIS  
7525 WEST GREENFIELD AVENUE  
WEST ALLIS, WI 53214

UNITED STATES OF AMERICA-INTERNAL  
REVENUE SERVICE  
C/O ATTORNEY CARTER B. STEWART  
517 EAST WISCONSIN AVENUE  
ROOM 530  
MILWAUKEE, WI 53202

UNITED STATES OF AMERICA-INTERNAL  
REVENUE SERVICE ROOM B-103  
950 PENNSYLVANIA AVE NW  
WASHINGTON, DC 20530

Defendants.

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**SUMMONS**

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THE STATE OF WISCONSIN

To each person named above as Defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes.

The Answer must be sent or delivered to the Court, whose address is:

MILWAUKEE COUNTY CLERK OF CIRCUIT COURT  
901 N. 9TH STREET  
ROOM 104  
MILWAUKEE, WI 53233

And to plaintiff's attorneys, whose address is:

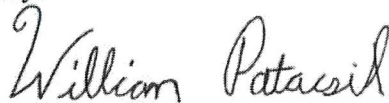
WILLIAM PATACSIL  
MARINOSCI LAW GROUP, P.C.  
16535 W. BLUEMOUND RD., SUITE 333  
BROOKFIELD, WI 53005

You may have an attorney help or represent you.

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

Dated June 23, 2023

By:



William Patacsil  
Attorney, Marinosci Law Group, P.C.  
SBN No.: 1116117  
16535 W. Bluemound Rd., Suite 333  
Brookfield, WI 53005  
Telephone: 414-831-9729  
Facsimile: 920-221-7719  
E-mail: MLGWisconsin-All@mlg-defaultlaw.com

FILED  
06-23-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004675  
Honorable Christopher R.  
Foley-14

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

MILWAUKEE COUNTY  
Branch 14

NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BOULEVARD  
COPPELL, TX 75019

Case No.

Plaintiff,

JAMIE HOLBERT  
2312 S. BROOKLAND RD  
NEW BERLIN, WI 53151

Case Code No. 30404  
Foreclosure of Mortgage

MARK HOLBERT  
2312 S. BROOKLAND RD  
NEW BERLIN, WI 53151

CITY OF MILWAUKEE  
C/O ATTORNEY HANNAH R JAHN  
200 E. WELLS STREET  
MILWAUKEE, WI 53202

CITY OF WEST ALLIS  
7525 WEST GREENFIELD AVENUE  
WEST ALLIS, WI 53214

UNITED STATES OF AMERICA-INTERNAL  
REVENUE SERVICE  
C/O ATTORNEY CARTER B. STEWART  
517 EAST WISCONSIN AVENUE  
ROOM 530  
MILWAUKEE, WI 53202

UNITED STATES OF AMERICA-INTERNAL  
REVENUE SERVICE ROOM B-103  
950 PENNSYLVANIA AVE NW  
WASHINGTON, DC 20530

Defendants.

**COMPLAINT FOR FORECLOSURE OF MORTGAGE**

NOW COMES PLAINTIFF, Nationstar Mortgage LLC, ("Plaintiff"), by and through its attorney,

William Patacsil of MARINOSCI LAW GROUP, P.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is a foreign corporation, with its principal place of business located at 8950 Cypress Waters Boulevard, Coppell, TX 75019.
2. That JAMIE HOLBERT is an individual residing at 2312 S. Brookland Rd, New Berlin, WI 53151.
3. That MARK HOLBERT is an individual residing at 2312 S. Brookland Rd, New Berlin, WI 53151.
4. That City of Milwaukee is a governmental entity with its principal place of business located at c/o Attorney Hannah R Jahn, 200 E. Wells Street, Milwaukee, WI 53202.
5. That City of West Allis is a governmental entity with its principal place of business located at 7525 West Greenfield Avenue, West Allis, WI 53214.
6. That United States of America-Internal Revenue Service is a governmental entity with its principal place of business located at c/o Attorney Carter B. Stewart, 517 East Wisconsin Avenue, Room 530, Milwaukee, WI 53202; and a mailing address located at 950 Pennsylvania Ave NW, Room B-103, Washington, DC 20530.
7. That the mortgaged real estate is presently owned by JAMIE HOLBERT and MARK HOLBERT.
8. On or about November 1, 2007, for value received JAMIE HOLBERT, executed and delivered to National City Mortgage a division of National City Bank, a Note in writing dated that date and thereby promised to pay the principal balance of \$126,225.00 plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said Note and a true and correct copy of the Note is attached hereto as Exhibit A.
9. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to National City Mortgage a division of National City Bank, which mortgage was dated on September 26, 2007 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 8, 2007, as Document Number 09505371. Plaintiff is the current holder of said Mortgage and a true and correct copy of the Mortgage is attached hereto as Exhibit B.
10. PNC Bank, National Association, successor by merger to National City Mortgage a division of National City Bank assigned the mortgage to Nationstar Mortgage LLC which Assignment

of Mortgage was dated July 25, 2017 and recorded in the office of the register of deeds for Milwaukee County, Wisconsin on August 10, 2017, as Document Number 10700690.

Plaintiff is the current holder of said Mortgage and a true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit C.

11. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for October 1, 2021 to the present, and there is now due and owing to Plaintiff the principal sum of \$91,182.28, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
12. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
13. The property secured by the mortgage consists of a one to four unit family residence commonly known as 160 N 75TH ST, MILWAUKEE, WI 53213. Upon information and belief, the mortgaged premises is owner occupied. The legal description of the property is as follows:

LOT 21, IN BLOCK 2, IN THE CONTINUATION OF RELIANCE LAND  
COMPANY`S SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF  
SECTION 27, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF  
MILWAUKEE, STATE OF WISCONSIN.

Tax Key No. 4060733000

14. That the mortgagor defendants expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.101-846.103 of the Wisconsin Statutes. If the mortgage was executed before April 27, 2016, the sale of the mortgaged premises shall be made upon the expiration of a six (6) month period of redemption, or in the event the property is not owner-occupied, Plaintiff elects to proceed with foreclosure with a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period. If the mortgage was executed on or after April 27, 2016, the sale of the mortgaged premises shall be made upon the expiration of a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5)



week redemption period.

15. City of Milwaukee is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on June 12, 2018 in the amount of \$940.00 in Case No. 2018TJ000515 in favor of City of Milwaukee against Mark Holbert and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
16. City of Milwaukee is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on June 12, 2018 in the amount of \$940.00 in Case No. 2018TJ000516 in favor of City of Milwaukee against Jamie Holbert and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
17. City of West Allis is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on February 8, 2019 in the amount of \$5,010.00 in Case No. 2019TJ000120 in favor of City of West Allis against Mark R Holbert and Jamie Holbert, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
18. City of West Allis is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on November 16, 2021 in the amount of \$5,010.00 in Case No. 2021TJ000715 in favor of City of West Allis against Mark R Holbert and Jamie Holbert, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
19. City of West Allis is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment entered on September 12, 2022 in the amount of \$5,010.00 in Case No. 2022TJ000675 in favor of City of West Allis against Mark R Holbert and Jamie Holbert, and said interests are subject to and subordinate to the lien of plaintiff's real estate mortgage and said interests are sought to be terminated in this foreclosure action.
20. United States of America-Internal Revenue Service is a defendant in this action by virtue of a Federal Tax Lien filed by the Chicago, IL Office of the IRS on March 16, 2021 and entered against Mark R Holbert and Jamie A Holbert in the amount of \$71,490.78. Said lien was filed with the Milwaukee County Register of Deeds on March 25, 2021 as Document Number 11095123. Said interests are subject to and subordinate to the lien of plaintiff's real estate

mortgage and said interests are sought to be terminated in this foreclosure action.

21. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

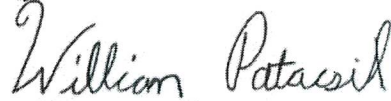
WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101-846.103 of the Wisconsin Statutes. If the mortgage was executed before April 27, 2016, the sale of the mortgaged premises shall be made upon the expiration of a six (6) month period of redemption, or in the event the property is not owner-occupied, Plaintiff elects to proceed with foreclosure with a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period. If the mortgage was executed on or after April 27, 2016, the sale of the mortgaged premises shall be made upon the expiration of a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined.
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law.
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action.

6. That the Plaintiff have such other and further relief as may be just and equitable.

Dated June 23, 2023

By:



William Patacsil

Attorney, Marinosci Law Group, P.C.

SBN No.: 1116117

16535 W. Bluemound Rd., Suite 333

Brookfield, WI 53005

Telephone: 414-831-9729

Facsimile: 920-221-7719

E-mail: [MLGWisconsin-All@mlg-defaultlaw.com](mailto:MLGWisconsin-All@mlg-defaultlaw.com)

## Foreclosure Mediation Program Notice of Availability of Mediation

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**What is the foreclosure mediation program?**

Your county's Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services, Inc. (MMMS) and is part of the Wisconsin Foreclosure Mediation Network (WFMN). This Program has the support of your County Circuit Court.

The Program is available to assist homeowners facing a mortgage foreclosure action filed in County Circuit Court. Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and possible modification of the loan terms.

The Program is available to parties to a first or second mortgage foreclosure action involving a one-to-four family residential property. You need not reside in the property, but you may not own more than four other rental properties. In addition, the action must be pending in County Circuit Court. Vacation properties or "seasonal homes" are not eligible, nor are homes under bankruptcy protection.

**How does the homeowner request foreclosure mediation?**

Along with this notice, you have received the Mediation Request Form. This form is also available through your local Clerk of Circuit Courts website and at <http://MediateWisconsin.com>. You should complete and send your request form to the program within 20 days of receiving the summons, but if that date has passed, you can still make a late request, as mediation might still be a possibility.

Within two business days of receiving the Mediation Request Form, the Program Administrator will refer a housing counseling agency or documents specialist to you via mail or email. Your second step is to contact your housing counselor or documents specialist to set up a meeting for compiling a complete loan modification application. Once complete, the housing counselor or documents specialist sends the loan modification application directly to the Program Administrator. Your third step is to pay the Program fee by mailing your check or money order to MMMS at P.O. Box 633, Milwaukee, WI 53201 or by calling our office at 414-939-8800 or toll-free at 877-721-6262 with your credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$300 is due at the time of their consent.

**Is participation in mediation required?**

Participation is voluntary for the homeowner/borrower and lender. Sometimes, lenders will choose not to participate in mediation, particularly when prior refinances/modifications didn't work out.

While entry into the Foreclosure Mediation Program is voluntary for both parties, by consenting, the parties agree to abide by the process set forth in the court's local rules.

If the Lender declines the invitation to mediate, the Program Administrator will refund all but \$50 of your mediation application fee. The \$50 is non-refundable and used to off-set program administrative costs. If the Lender agrees to mediate, the entire fee is non-refundable.

**How can the Housing Counselor help?**

To increase the chance of success at mediation, you are matched with a housing counselor or documents specialist in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. Documents Specialists are specially trained to help you compile the forms and documentation necessary to submit a complete financial documents package to your mortgage servicer. If you do not take this step, the mediation cannot proceed.

**What does mediation cost?**

There is no cost to request mediation or to work with a housing counselor/documents specialist. You and your lender must each pay a non-refundable Program fee before the case can be scheduled for mediation. The homeowner fee for cases involving Milwaukee County properties is \$100 and for all other counties administered by MMMS, the fee is \$200. The Lender fee for all cases administered by MMMS is \$300. To make your payment you may mail a check or money order to MMMS, P.O. Box 633, Milwaukee, WI 53201. You may also pay with credit or debit card by phone at 414-939-8800 or toll-free at 877-721-6262.

**Does the foreclosure stop during the mediation process?**

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time-period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

**Do you need a lawyer to participate in the mediation program?**

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney.

You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 to obtain the names of attorneys who may be able to assist you. You may also try the following legal aid organizations based on geographic area: Wisconsin Judicare at (715) 842-1681; Legal Aid Society of Milwaukee at (414) 727-5300, and Legal Action of Wisconsin at (800) 236-1127. Income restrictions may apply.

If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

**Who must attend the mediation session?**

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

**Where can I find additional foreclosure resources?**

More information on resources for homeowners facing foreclosure is available at [www.MediateWisconsin.com](http://www.MediateWisconsin.com).

# Foreclosure Mediation Request Form

Within 20 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Foreclosure Mediation Program Administration by:



|   |
|---|
| <b>Mail:</b> P.O. Box 633, Milwaukee, WI 53201<br><b>Email:</b> <a href="mailto:apply@mediatewisconsin.com">apply@mediatewisconsin.com</a><br><b>Fax:</b> (414) 939-8803<br><b>Contact us with any questions at:</b><br><b>Phone:</b> (414) 939-8800 or Toll Free: (877) 721-6262 |
|---|

|   |
|---|
| Name of all Homeowner(s) (who has title):   |
| Name of all Borrower(s) (who signed the loan):  |
| Full property address (Street/City/State/ZIP):  |
| Name of County where this home is located:  |
| Mailing address (if different):   |
| Number of units you own at property location:   |
| Email address:  |
| We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="radio"/> Yes <input type="radio"/> No              |
| Cell Phone: <input type="text"/> Alternate Phone: <input type="text"/>  |
| Best phone to reach you during the day? <input type="checkbox"/> Cell <input type="checkbox"/> Alternate                                    |
| Name of Lender/Plaintiff in your case:  |
| Name of Servicer (you make your mortgage payment to them):  |
| Case Number (located on your Summons): 20 CV  |
| Date you received the Summons and Complaint:  |
| Is this property your primary residence? <input type="radio"/> Yes <input type="radio"/> No   |
| Do you own the property? <input type="radio"/> Yes <input type="radio"/> No   |
| Did you sign the Mortgage Note? <input type="radio"/> Yes <input type="radio"/> No  |
| Have you started a bankruptcy that is still ongoing? <input type="radio"/> Yes <input type="radio"/> No If yes, BK Case Number:             |
| Does an attorney represent you for your foreclosure? <input type="radio"/> Yes <input type="radio"/> No If yes, name & email address:       |
| Have you met with a housing counselor? <input type="radio"/> Yes <input type="radio"/> No If yes, with whom have you met?                   |
| If English is not your primary language, will you bring an interpreter to the mediation? <input type="radio"/> Yes <input type="radio"/> No |
| Have you received a prior loan modification for this property? <input type="radio"/> Yes <input type="radio"/> No                           |

Continued on page 2

Rev. 9/1/2018

The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. a 501(c)(3) non-profit organization.

|   |  |
|---|--|
| What is your annual household income?   | Female Head of Household? <input type="radio"/> Yes <input type="radio"/> No |
| What is the number of people living in your household?  |  |
| What is your Race? <input type="checkbox"/> African American/Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White  |  |
| What is your Ethnicity? <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino   |  |
| How did you hear about the Foreclosure Mediation Program?<br><input type="checkbox"/> Colored forms attached to summons (pink, yellow or green)<br><input type="checkbox"/> Take Root Milwaukee Hotline<br><input type="checkbox"/> Website (which one):<br><input type="checkbox"/> Housing Counselor (Name):<br><input type="checkbox"/> Other (please explain):  |  |
| <p><b>Authorization for Research and Evaluation.</b> The Metro Milwaukee Foreclosure Mediation Program &amp; the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. (MMMS). The Program will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication.</p> <p>I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through the Program-designated online Portal.</p> <p>I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.</p> |  |
| Property Owner's Signature  | Date   |
| Property Owner's Signature  | Date   |

**PLEASE NOTE: You are not "in mediation" until you have completed all three steps below. Once you have fully completed all three steps, you will be considered "in mediation."**

|  |   |  |
|--|---|--|
| <p><b>Step 1:</b></p> <p>Within 20 days from the date you were served with the foreclosure summons and complaint, complete the attached Request form and return it to the Foreclosure Mediation Program Administration:</p> <p><b>Mail:</b> P.O. Box 633, Milwaukee, WI 53201<br/> <b>Email:</b> apply@mediatewisconsin.com<br/> <b>Fax:</b> (414) 939-8803</p> <p><b>Contact us with questions at:</b><br/> <b>Phone:</b> (414) 939-8800 / <b>Toll Free:</b> (877) 721-6262</p> <p><i>If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.</i></p> | <p><b>Step 2:</b></p> <p>Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package</p> <p>Promptly collect and deliver to them all of the items they request. This step is critical.</p> <p>This should be done within two (2) weeks or sooner.</p> | <p><b>Step 3:</b></p> <p>Pay the Program fee of <b>\$100 (for Milwaukee County properties only)</b>, or <b>\$200 (for properties in Ashland, Dane, Dodge, Marathon, Portage, Sauk, Waukesha &amp; Wood Counties, or any other county MMMS administers)</b></p> <p>by check, money order to MMMS or to make a credit/debit card payment call (414) 939-8800 or call toll free at (877) 721-6262</p> <p>Please contact us to discuss installment payments, if needed</p> |
|--|---|--|

FILED  
06-23-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004675  
Honorable Christopher R.  
Foley-14  
Branch 14

# **EXHIBIT A**





# NOTE

September 26, 2007

[Date]

BROOKFIELD

[City]

WI

[State]

160 N 75TH ST, MILWAUKEE, Wisconsin 53213

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **126,225.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **National City Mortgage a division of National City Bank**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.625** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **November 1st 2007**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on **October 1 2037**, I still owe amounts under this Note, I will pay those amounts in full on that

date, which is called the "Maturity Date."

I will make my monthly payments at **National City Mortgage Co.**

**PO Box 533510, Atlanta, GA 30353-3510** or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **893.42**

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N(WI) (0005)

Form 3250 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials *[Signature]*

ORIGINAL



## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Jamie Holbert*

JAMIE HOLBERT

(Seal)

-Borrower

(Seal)

-Borrower



(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF  
NATIONAL CITY MORTGAGE CO  
A SUBSIDIARY OF NATIONAL CITY BANK

WITHOUT RECOURSE

NATIONAL CITY MORTGAGE, A DIVISION OF  
NATIONAL CITY BANK

*Joshua Bush*

JOSHUA BUSH  
LOAN REVIEW ADMINISTRATOR

PAY TO THE ORDER OF

WITHOUT RECOURSE  
NATIONAL CITY MORTGAGE Co.  
A SUBSIDIARY OF NATIONAL CITY BANK

[Sign Original Only]

*Joshua Bush*

JOSHUA BUSH  
LOAN REVIEW ADMINISTRATOR

ORIGINAL

FILED  
06-23-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004675  
Honorable Christopher R.  
Foley-14  
Branch 14

# **EXHIBIT B**

18



\* 0 9 5 0 5 3 7 1 \*

# MORTGAGE

## DOC.# 09505371

DOCUMENT NUMBER

REGISTER'S OFFICE | SS  
Milwaukee County, WI

NAME & RETURN ADDRESS

RECORDED 10/08/2007 11:16AM

National City Bank  
P.O. Box 8800  
Dayton, OH 45401-8800

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 45.00

PARCEL IDENTIFIER NUMBER



[Space Above This Line For Recording Data]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 26, 2007**, together with all Riders to this document.

(B) "Borrower" is

**JAMIE HOLBERT Joined By Her Husband MARK HOLBERT**

Borrower is the mortgagor under this Security Instrument

(C) "Lender" is **National City Mortgage** a division of **National City Bank**

Lender is a **National Banking Association** organized and existing under the laws of **United States**

WISCONSIN -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

VMP-6(WI) (0505)

Page 1 of 15

Initials

*JH* *MAH*

VMP Mortgage Solutions Inc (800)521-7291



Lender's address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342

Lender is the mortgagee under this Security Instrument

(D) "Note" means the promissory note signed by Borrower and dated September 26, 2007

The Note states that Borrower owes Lender

ONE HUNDRED TWENTY SIX THOUSAND TWO HUNDRED TWENTY FIVE & 00/100 Dollars (U S \$ 126,225.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property "

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(K) "Escrow Items" means those items that are described in Section 3

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C Section 2601 et seq ) and its implementing regulation, Regulation X (24 C F R Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

Initials

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Milwaukee [Type of Recording Jurisdiction] of Milwaukee [Name of Recording Jurisdiction]

LOT 21, IN BLOCK 2, IN THE CONTINUATION OF RELIANCE LAND COMPANY'S SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 27, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

which currently has the address of 160 N 75TH ST, MILWAUKEE [Street] [City], Wisconsin 53213 [Zip Code] ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property "

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called "Escrow Items " At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time Any such waiver may only be in writing In the event of such waiver, Borrower

Initials 



shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Initials 

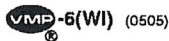
Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense Lender is under no obligation to purchase any particular type or amount of coverage Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee Lender shall have the right to hold the policies and renewal certificates If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such insurance proceeds shall be applied in the order provided for in Section 2



Initials

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13 Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16 Governing Law; Severability, Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.





NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846 101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846 103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

Initials 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Witnesses

\_\_\_\_\_

 (Seal)  
JAMIE HOLBERT -Borrower

\_\_\_\_\_

 (Seal)  
MARK HOLBERT -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

STATE OF WISCONSIN,

The foregoing instrument was acknowledged before me this  
by

*Waukesha* County ss:  
*9.26.07*

*Jamie Holbeut + Mark Holbeut*

My Commission Expires *3.29.09*

**AARON P. WESTFAHL  
NOTARY PUBLIC  
STATE OF WISCONSIN**

*Aaron P. Westfahl*  
Notary Public, State of Wisconsin

This instrument was prepared by  
**CATHERINE EYNARD**  
National City Mortgage  
a division of National City Bank

**400 S. WOODSMILL STE 160  
CHESTERFIELD, MO 63017**

*JH MAH*



### 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 26th day of September 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to National City Mortgage a division of National City Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

160 N 75TH ST, MILWAUKEE, Wisconsin 53213

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property "

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5

**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01**

VMP-57R (0411)

Page 1 of 3

Initials

*SH MAA*

VMP Mortgage Solutions, Inc  
(800)521-7291



**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

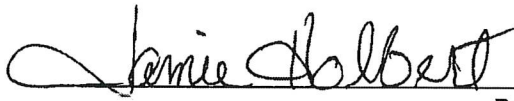
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider

  
\_\_\_\_\_  
JAMIE HOLBERT (Seal)  
-Borrower

  
\_\_\_\_\_  
MARK HOLBERT (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

FILED  
06-23-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004675  
Honorable Christopher R.  
Foley-14  
Branch 14

# EXHIBIT C

2



This Document Prepared By:  
Daniel W. Ormerod  
P.O. Box 2980  
Silverdale, WA 98383

**DOC. # 10700690**

**RECORDED:  
08/10/2017 7:55 AM  
JOHN LA FAVE  
REGISTER OF DEEDS  
MILWAUKEE COUNTY, WI  
AMOUNT: 30.00**

When Recorded Mail To:  
Trustee Services, Inc.  
P.O. Box 2980  
Silverdale, WA 98383-2980

PIN Number: 406-0733-1

**ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

TSI Number [REDACTED] Loan Number: [REDACTED]  
For Value Received the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to  
NATIONSTAR MORTGAGE LLC, whose address is 8950 Cypress Waters Blvd, Coppell, TX 75019,  
all beneficial interest under that certain Deed of Trust/Mortgage described below:

Borrower/Mortgagor:  
JAMIE HOLBERT JOINED BY HER HUSBAND MARK HOLBERT

Beneficiary/Mortgagee:  
NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK

Dated : 09/26/2007  
Recorded : 10/08/2007  
Instrument # : 09505371  
Book / Reel : N/A  
Page : N/A  
Re-Recorded :  
Instrument # :  
Book / Reel :  
Page :

Filed for record in MILWAUKEE County, State of WISCONSIN

Legal Description:  
SEE ATTACHED LEGAL DESCRIPTION

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY  
MORTGAGE, A DIVISION OF NATIONAL CITY BANK

Daniel W. Ormerod, Acting Agent

State of Washington  
County of Kitsap

On 07/25/17, before me, the undersigned, a Notary Public in and for  
the State of Washington, duly commissioned and sworn, personally appeared  
Daniel W. Ormerod to me known to be the Acting Agent of the corporation  
that executed the foregoing instrument, and acknowledged the said  
instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath state that  
he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day  
and year first above written.

Notary Public in and for the State of Washington  
Residing at Silverdale, Washington

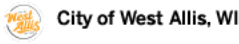
**NOTARY PUBLIC  
STATE OF WASHINGTON  
GARY W. ENRIQUEZ  
COMMISSION EXPIRES 10/27/2017**



## LEGAL DESCRIPTION

TSI # 

**LOT 21, IN BLOCK 2, IN THE CONTINUATION OF RELIANCE LAND  
COMPANY'S SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF  
SECTION 27, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY  
OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN**



08/04/2022

### PNSH-22-21

Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers

**Status:** Active

**Date Created:** May 5, 2022

#### Applicant

Robert Griffiths  
w.i.numismatics@sbcglobal.net  
3020 S. 108th St  
West Allis, WI 53227  
4145463233

#### Location

3020 S 108 ST  
West Allis, WI 53227

#### Owner:

Southtown Outlot, Inc  
3020 S. 108th St West Allis, WI 53227

#### Application Information

**Check here if applying in person.**

**Are you a charitable organization?**

No

**Application Filed After May 9?**

--

#### New or Renewal

Renewal

#### License Type

Secondhand Article/Junk Dealer and Secondhand Jewelry Dealer

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

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

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

#### Applicant / License Agent Information

##### Applicant's Full Name

Robert J Griffiths

##### Mailing Address

3020 S. 108th St

##### State

WI

##### County

Milwaukee

##### E-Mail Address

w.i.numismatics@sbcglobal.net



##### City

West Allis

##### Zip Code

53227

##### Phone Number

4145463233

##### Upload Driver's License

Driver's License.pdf

Uploaded by Robert Griffiths on May 5, 2022 at 2:01 pm

#### Business Information

##### Federal Employer Identification No. (FEIN)

361662874

**Type of Organization**

Sole Proprietor

**DBA/Trade/Business Name**

W. I. Numismatics

**Business Address (License Location)**

3020 S 108th St

**Business City**

West Allis

**Business State**

WI

**Business Zip Code**

53227

Check here if the mailing address is the SAME as the address of the licensed premises.



**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.**

**Plan of Operation**

**Describe, in detail, the nature of the business, kind of materials to be collected, bought, sold or otherwise handled.**

Coins, Currency, Foreign Coins & Paper, Gold, Silver, Platinum, Palladium & Rhodium. Fabrics,Rulers.& Notions

**Hours of Operation**

Please check all the days you will be in operation and the hours of operation for that day. If you will be closed on a certain day, type closed.

**Sunday Open**

**Sunday Close**

CLOSED

**Monday Open**

**Monday Close**

11:00AM-5:00PM

**Tuesday Open**

**Tuesday Close**

11:00AM-5:00PM

**Wednesday Open**

**Wednesday Close**

Check Website Calendar

**Thursday Open**

**Thursday Close**

Check Website Calendar

**Friday Open**

**Friday Close**

Check Website Calendar

**Saturday Open**

**Saturday Close**

Check Website Calendar

**Floor Plan**

A detailed floor plan must be submitted with application.

The detailed floor plan must include: Area in square feet and dimensions of the licensed premises. Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises. Locations of all public restrooms. Locations of all stairs and elevators. Location of public areas and nonpublic areas in the premises. Location of all fire extinguishers and other safety equipment. Location of all refuse/recycling containers inside and outside of the premises for items that are not purchased or received by the licensee. The North point and date.

**Upload Floor Plan**

FP - PNSH-22-21.pdf

Uploaded by Gina Gresch on May 6, 2022 at 4:49 pm

**Recordkeeping, Holding, and Other Requirements**

1. I understand no pawnbroker, secondhand article dealer, or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from a customer without securing adequate identification from the customer at the time of the transaction.
2. I understand no pawnbroker, secondhand article dealer, or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from a customer without securing adequate identification from the customer at the time of the transaction.
3. I understand for each purchase, receipt, or exchange of any secondhand article or secondhand jewelry from a customer, every pawnbroker, secondhand article dealer, and secondhand jewelry dealer licensed under this section shall keep a permanent record and inventory in such form as the Chief of Police shall prescribe, in which the dealers shall record legibly in English the name, address and date of birth of each customer and driver's license number or number of other adequate identification presented. The dealer shall also record the date, time, and place of the transaction and an accurate and detailed account and description of each article being purchased, including, but not limited to, any trademark, identification number, serial number, model number, brand name, description by weight and design of such article, and other identifying marks, identifying descriptions of the personal nature, and when applicable, whether the article is a male or female item. The book shall be kept in ink, and no entry in such book shall be erased, mutilated, or changed. The pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall retain an original and a duplicate of each record and inventory for not less than one year after the date of transaction.
4. I understand every pawnbroker, secondhand article dealer, and secondhand jewelry dealer shall on a weekly basis prepare a list that contains the name and address of each customer during the week for which the list was prepared, the date, time, and place of each transaction with each of those customers, and a detailed description of the secondhand article or secondhand jewelry, including the serial number and model number, if any. The dealer or pawnbroker shall retain the list for not less than one year after the date on which the list was prepared.
5. I understand the dealer or pawnbroker shall also obtain a written declaration of the seller's ownership which shall state whether the article or jewelry is totally owned by the seller, how long the seller has owned the article or jewelry, whether the seller or someone else found the article or jewelry and, if the article or jewelry was found, the details of its finding. The dealer or pawnbroker shall retain an original and duplicate of the declaration for not less than one year after the date of the transaction.
6. I understand the seller shall sign, in ink, his or her name in such inventory register and on the declaration of ownership.
7. I understand such inventory registers, declarations of ownership, and weekly lists shall be made available to any police officer for inspection at any time that the dealer's principal place of business is open or within one business day of an officer's request.
8. I understand Any dealer or pawnbroker shall electronically report each article purchased or received using a computer program approved by the West Allis Police Department. Such report shall occur no more than twenty-four (24) hours after the article is purchased or received and shall contain a complete description as required in Subsection (7)(b)(2) and a clear, unaltered digital photograph of any jewelry or article without a serial or identification number.
9. I understand any secondhand article or secondhand jewelry purchased or received by a pawnbroker shall be kept on the pawnbroker's premises or other place for safekeeping for not less than 30 days after the date of purchase or receipt, unless the person known by the pawnbroker to be the lawful owner of the secondhand article or secondhand jewelry recovers it. Any secondhand article or jewelry purchased by a secondhand article dealer or secondhand jewelry dealer shall be kept on the dealer's premises or other place for safekeeping for not less than 21 days after the date of purchase or receipt. Any article or jewelry shall be held separate and apart from any other transaction and shall not be changed or altered in any manner. The dealer shall permit the Chief of Police or any other police officer designated by the Chief to inspect the article or jewelry during the holding period within one business day of an officer's request.
10. I understand any coin or bullion purchased by a pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall be kept on the dealer's premises or other place for safekeeping for not less than 48 hours after the date of purchase or receipt. Any coin or bullion shall be held separate and apart from any other transaction and shall not be changed or altered in any manner. The dealer shall permit the Chief of Police or any other police officer designated by the Chief to inspect the coin or bullion during the holding period.
11. I understand the Chief of Police, or any police officer designated by the Chief, may, in his or her discretion, cause any object which has been exchanged or purchased by a dealer licensed under this section, which he or she has reason to believe was not sold or exchanged by the lawful owner, to be held for the purposes of identification or investigation for such additional reasonable length of time as the Chief of Police or designee deems necessary.
12. I understand every pawn broker, secondhand jewelry dealer, or secondhand article dealer in the City of West Allis who obtains by pawn, purchase or exchange any secondhand firearm, whether smooth bore, shotgun, rifle or handgun, shall, within one business day after receiving such firearm, report to the Chief of Police of the City of West Allis the fact that the same has been received, with the name, address, date of birth, and description of the person from whom such firearm was received, together with a description of such firearm.
13. I understand every pawnbroker, secondhand article dealer, or secondhand jewelry dealer in the City of West Allis who obtains in pawn, purchase or exchange any secondhand article made in whole or in part of platinum, gold, silver, copper, brass, bronze or other precious metal, or precious or semi-precious stones or pearls, shall, within one business day after receiving such article, report to the Chief of Police of the City of West Allis the fact that same has been received, with the name, address, date of birth, and description of the person from whom such jewelry was received, together with the description of such article.
14. I understand no pawnbroker, secondhand article dealer, or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from an unemancipated minor unless the minor is accompanied by his or her parent or guardian at the time of the transaction or the minor provides written consent from his or her parent or guardian to engage in the transaction.



15. I understand no person shall pawn, pledge, sell, consign, leave, or deposit any item with or to a licensed pawnbroker if the item of property is not owned by the person; the item of property is owned by another, regardless of whether the transaction is occurring with the permission of the owner; or another person has a security interest in the item of property.



16. I understand the licensee and/or the employees and agents of the licensee shall cooperate with police investigations of theft, fraud, burglary, and other violations of City and state laws.



17. I understand for all transactions where a pawnbroker licensee pays a customer for an item where payment equals or exceeds \$250, the payment shall be paid by check or prepaid debit card from the pawnbroker licensee to the customer. The pawnbroker licensee shall not thereafter cash said check and provide cash to the customer. A transaction may not be broken down in increments of less than \$250 to avoid the requirements of this provision.



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 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 person, firm or corporation violating this section shall, upon conviction for a first offense, forfeit not less than fifty dollars (\$50) nor more than one thousand dollars (\$1,000), together with the costs of prosecution and, in default of payment, shall be imprisoned in the House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Sec. 800.095(1)(b)1, Wis. Stat. Any person, firm or corporation violating this section shall, upon conviction for the second or subsequent offenses, forfeit not less than five hundred dollars (\$500), nor more than two thousand dollars (\$2,000), together with the costs of prosecution and, in default of payment, shall be imprisoned in the House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Sec. 800.095(1)(b)1, Wis. Stat

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

Robert J Griffiths  
05/05/2022

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.

Check for Outstanding Personal Property Taxes

Are there any outstanding Personal Property Taxes?

Yes

Amount of Personal Property Taxes Owed  
4.47

Money Owed Thru This Date  
05/31/2022

Ok to Proceed?

No

Notes

PPT Act#30240 Unpaid balance for 2021 taxes of \$4.47, good through 5/31/22.

**Complete these two fields once outstanding PP taxes have been paid.**

**Date outstanding Personal Property Taxes were paid**

06/15/2022

**Outstanding PP Tax has been paid is license can be granted.**

Yes

**Police Department Review**

**DL**

Valid

**Check here if there are not any DOT violations.**

**DOT Notes**

--

**Check here if they are not any Local Violations**

**Locals Notes**

--

**Clerk Administration Information**

**Review WORCS report for record. If okay to grant, enter the common council grant date and common council tentative decision below.**

**WORCS Attachment**

Uploaded by ... on

**Check here if there are not any WORCS violations.**

**WORCS Notes**

--

**Okay to Grant?**

Yes

**LH/CC Action**

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

**License and Health Date**

--

**License and Health Time**

--

**Meeting Room**

--

**License and Health Recommendation**

--

**Common Council Date**

08/05/2022

**Common Council Tentative Decision**

Grant

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

--

**List reasons for denial.**

--

**Attachments**











No attachments

## History

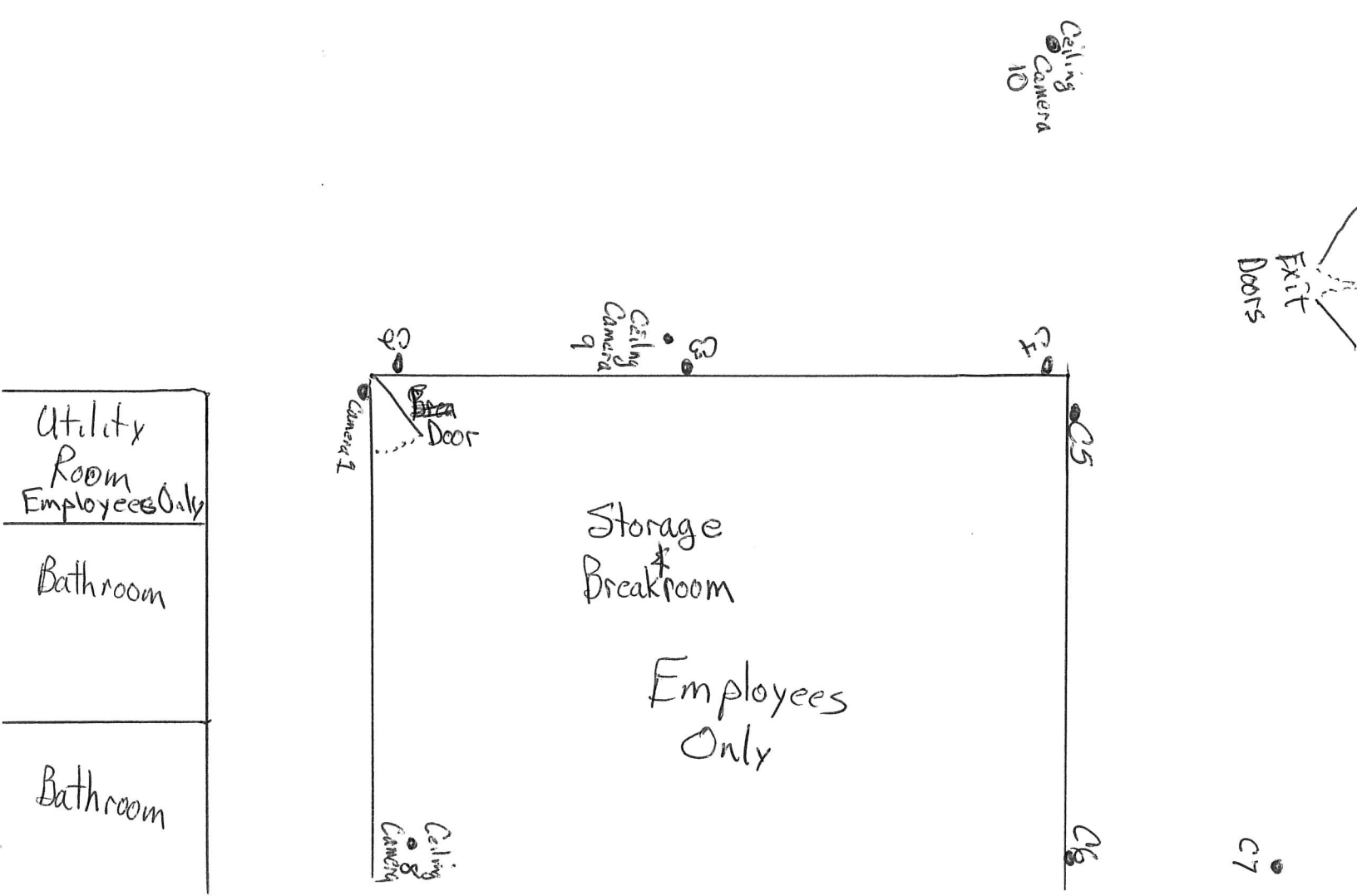
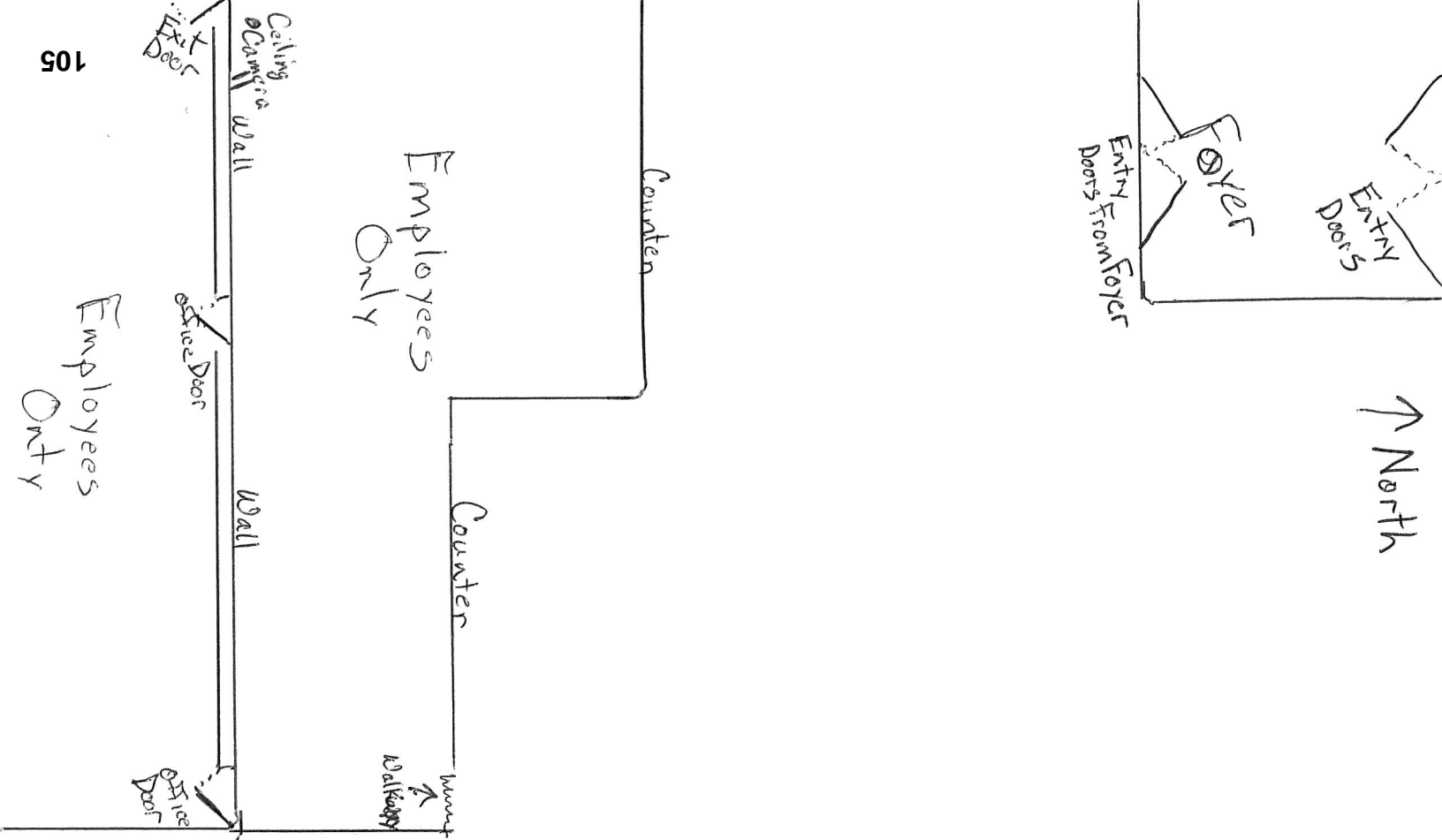
| Date                    | Activity  |
|-------------------------|---|
| May 5, 2022 at 1:56 pm  | Robert Griffiths started a draft of Record PNSH-22-21   |
| May 5, 2022 at 2:19 pm  | Robert Griffiths submitted Record PNSH-22-21  |
| May 5, 2022 at 2:22 pm  | completed payment step Fee Payment on Record PNSH-22-21   |
| May 5, 2022 at 2:22 pm  | approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record PNSH-22-21                     |
| May 5, 2022 at 2:22 pm  | changed the deadline to May 06, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record PNSH-22-21          |
| May 5, 2022 at 2:22 pm  | approval step Initial Notification for Departments of Completed Application Received was assigned to Sally Bukowski on Record PNSH-22-21          |
| May 5, 2022 at 2:22 pm  | changed the deadline to May 05, 2022 on approval step Initial Notification for Departments of Completed Application Received on Record PNSH-22-21 |
| May 5, 2022 at 2:22 pm  | approval step Check for Outstanding Personal Property Taxes was assigned to Kris Palmer on Record PNSH-22-21                                      |
| May 5, 2022 at 2:22 pm  | changed the deadline to May 10, 2022 on approval step Check for Outstanding Personal Property Taxes on Record PNSH-22-21                          |
| May 5, 2022 at 2:52 pm  | Sally Bukowski approved approval step Initial Notification for Departments of Completed Application Received on Record PNSH-22-21                 |
| May 5, 2022 at 6:12 pm  | Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record PNSH-22-21             |
| May 6, 2022 at 1:08 pm  | Gina Gresch assigned approval step Clerk's Office Application Review For Completion and Accuracy to Jenny Slivka on Record PNSH-22-21             |
| May 6, 2022 at 3:10 pm  | Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record PNSH-22-21             |
| May 6, 2022 at 4:50 pm  | Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record PNSH-22-21                             |
| May 7, 2022 at 8:10 pm  | Gina Gresch assigned approval step Dispatch to Police Amber Alert Group on Record PNSH-22-21  |
| May 7, 2022 at 8:10 pm  | Gina Gresch changed the deadline to May 09, 2022 on approval step Dispatch on Record PNSH-22-21   |
| May 7, 2022 at 8:20 pm  | Police Amber Alert Group approved approval step Dispatch on Record PNSH-22-21   |
| May 9, 2022 at 2:19 pm  | Kris Palmer changed Are there any outstanding Personal Property Taxes? from "" to "Yes" on Record PNSH-22-21                                      |
| May 9, 2022 at 2:19 pm  | Kris Palmer changed Amount of Personal Property Taxes Owed from "" to "4.47" on Record PNSH-22-21   |
| May 9, 2022 at 2:19 pm  | Kris Palmer changed Money Owed Thru This Date from "" to "05/31/2022" on Record PNSH-22-21  |
| May 9, 2022 at 2:19 pm  | Kris Palmer changed Ok to Proceed? from "" to "No" on Record PNSH-22-21   |
| May 9, 2022 at 2:20 pm  | Kris Palmer changed Notes from "" to "PPT Act#30240 Unpaid balance for 2021 taxes of \$4.47, good through 5/31/22." on Record PNSH-22-21          |
| May 9, 2022 at 2:20 pm  | Kris Palmer approved approval step Check for Outstanding Personal Property Taxes on Record PNSH-22-21   |
| Jun 1, 2022 at 1:23 pm  | Gina Gresch changed Business Address (License Location) from "3020 S. 108th St." to "3020 S 108th St" on Record PNSH-22-21                        |
| Jun 1, 2022 at 1:23 pm  | Gina Gresch changed Business State from "Wisconsin" to "WI" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Sunday Open from "Closed" to "" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Tuesday Close from "5pm" to "11:00AM-5:00[" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Monday Close from "5pm" to "11:00AM-5:00[" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Monday Open from "11am" to "" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Tuesday Open from "11am" to "" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Wednesday Open from "Check Website Calendar" to "" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Friday Close from "Check Website Calendar" to "" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Thursday Open from "Check Website Calendar" to "" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Tuesday Close from "11:00AM-5:00[" to "11:00AM-5:00PM" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:24 pm  | Gina Gresch changed Monday Close from "11:00AM-5:00[" to "11:00AM-5:00PM" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch changed Friday Open from "Check Website Calendar" to "" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch changed Saturday Open from "Check Website Calendar" to "" on Record PNSH-22-21  |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch changed Friday Close from "" to "Check Website Calendar" on Record PNSH-22-21   |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch assigned approval step Police Background to Police Amber Alert Group on Record PNSH-22-21   |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch changed the deadline to Jun 02, 2022 on approval step Police Background on Record PNSH-22-21  |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch unassigned approval step Police Background from Police Amber Alert Group on Record PNSH-22-21   |
| Jun 1, 2022 at 1:25 pm  | Gina Gresch assigned approval step Police Background to Lisa Bergmann on Record PNSH-22-21  |
| Jun 7, 2022 at 11:21 am | Lisa Bergmann changed DL from "" to "Valid" on Record PNSH-22-21  |
| Jun 7, 2022 at 11:21 am | Lisa Bergmann changed Check here if there are not any DOT violations. from "" to "true" on Record PNSH-22-21                                      |
| Jun 7, 2022 at 11:22 am | Lisa Bergmann changed Check here if they are not any Local Violations from "" to "true" on Record PNSH-22-21                                      |
| Jun 7, 2022 at 11:22 am | Lisa Bergmann approved approval step Police Background on Record PNSH-22-21   |
| Jun 28, 2022 at 9:31 am | Kris Palmer changed Date outstanding Personal Property Taxes were paid from "" to "06/15/2022" on Record PNSH-22-21                               |

| Date                    | Activity  |
|-------------------------|---|
| Jun 28, 2022 at 9:31 am | Kris Palmer changed Outstanding PP Tax has been paid is license can be granted. from "" to "Yes" on Record PNSH-22-21 |
| Aug 4, 2022 at 10:26 am | Rebecca Grill completed payment step Payment Due for Outstanding Personal Property Taxes on Record PNSH-22-21         |
| Aug 4, 2022 at 10:26 am | changed the deadline to Aug 07, 2022 on approval step Clerk Review After Background Completed on Record PNSH-22-21    |
| Aug 4, 2022 at 10:26 am | approval step Clerk Review After Background Completed was assigned to Rebecca Grill on Record PNSH-22-21              |
| Aug 4, 2022 at 10:26 am | changed the deadline to Aug 07, 2022 on approval step Clerk Review After Background Completed on Record PNSH-22-21    |
| Aug 4, 2022 at 10:28 am | Rebecca Grill altered inspection step Fire Inspection, changed status from Inactive to Skipped on Record PNSH-22-21   |
| Aug 4, 2022 at 10:28 am | Rebecca Grill altered inspection step Health Inspection, changed status from Inactive to Skipped on Record PNSH-22-21 |
| Aug 4, 2022 at 10:28 am | Rebecca Grill altered inspection step BINS Inspection, changed status from Inactive to Skipped on Record PNSH-22-21   |
| Aug 4, 2022 at 10:28 am | Rebecca Grill changed Okay to Grant? from "" to "Yes " on Record PNSH-22-21   |
| Aug 4, 2022 at 10:28 am | Rebecca Grill changed Common Council Date from "" to "08/05/2022" on Record PNSH-22-21                                |
| Aug 4, 2022 at 10:28 am | Rebecca Grill changed Common Council Tentative Decision from "" to "Grant" on Record PNSH-22-21                       |
| Aug 4, 2022 at 10:28 am | Rebecca Grill approved approval step Clerk Review After Background Completed on Record PNSH-22-21                     |
| Aug 4, 2022 at 10:28 am | approval step Common Council Consideration was assigned to Rebecca Grill on Record PNSH-22-21                         |

## Timeline

| Label  | Status   | Activated               | Completed               | Assignee             |
|--|----------|-------------------------|-------------------------|----------------------|
|  Fee Payment  | Paid     | May 5, 2022 at 2:19 pm  | May 5, 2022 at 2:22 pm  | -                    |
|  Initial Notification for Departments of Completed Application Received | Complete | May 5, 2022 at 2:22 pm  | May 5, 2022 at 2:52 pm  | Sally Bukowski       |
|  Clerk's Office Application Review For Completion and Accuracy          | Complete | May 5, 2022 at 2:22 pm  | May 6, 2022 at 4:50 pm  | Gina Gresch          |
|  Dispatch   | Complete | May 7, 2022 at 8:10 pm  | May 7, 2022 at 8:20 pm  | Police Amber Alert ( |
|  Check for Outstanding Personal Property Taxes                          | Complete | May 5, 2022 at 2:22 pm  | May 9, 2022 at 2:20 pm  | Kris Palmer          |
|  Outstanding Personal Property Taxes Invoice                            | Issued   | Jun 1, 2022 at 2:09 pm  | Jun 1, 2022 at 2:10 pm  | Gina Gresch          |
|  Police Background  | Complete | Jun 1, 2022 at 1:25 pm  | Jun 7, 2022 at 11:22 am | Lisa Bergmann        |
|  Payment Due for Outstanding Personal Property Taxes                  | Paid     | May 9, 2022 at 2:20 pm  | Aug 4, 2022 at 10:26 am | -                    |
| Fire Inspection  | Skipped  | -                       | Aug 4, 2022 at 10:28 am | -                    |
| Health Inspection  | Skipped  | -                       | Aug 4, 2022 at 10:28 am | -                    |
| BINS Inspection  | Skipped  | -                       | Aug 4, 2022 at 10:28 am | -                    |
|  Clerk Review After Background Completed                              | Complete | Aug 4, 2022 at 10:26 am | Aug 4, 2022 at 10:28 am | Rebecca Grill        |
|  Common Council Consideration   | Active   | Aug 4, 2022 at 10:28 am | -                       | Rebecca Grill        |







MUNICIPAL COURT MONTHLY FINANCIAL REPORT

| County Name<br>Milwaukee  |                        | County Code Number<br>40             |                            | Report for Month/Year<br>June, 2023 |  |
|---|------------------------|--------------------------------------|----------------------------|-------------------------------------|--|
| Municipal Name<br>West Allis Municipal Court  |                        | Municipal Code Number<br>292         |                            | Telephone Number<br>414-302-8181    |  |
| I. MUNICIPAL COURT OFFICIAL   | Total Amount Collected | Share to be retained by Municipality | Share to be sent to County | Share to be sent to State           |  |
| 1. Forfeitures for Municipal Ordinance Violations<br>(Except for Municipal Ordinances in Conformity with Ch 348.Stats.) | \$ 38,369.06           | \$ 38,369.06                         |                            |                                     |  |
| Adjustment (if applicable)  | \$ .00                 | \$ .00                               |                            |                                     |  |
| 2. Municipal Court Costs<br>(Chapter 814, Subchapter II, s. 814.65, Stats.)   | \$ 12,418.37           | \$ 10,777.27                         |                            | \$ 1,641.10                         |  |
| Adjustment (if applicable)  | \$ .00                 | \$ .00                               |                            | \$ .00                              |  |
| 3. Penalty Surcharges<br>(s. 757.05, Stats.)  | \$ 9,634.40            |                                      |                            | \$ 9,634.40                         |  |
| Adjustment (if applicable)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| 4. County Jail Surcharges<br>(s. 302.46(1)(a), Stats.)  | \$ 3,314.38            |                                      | \$ 3,314.38                |                                     |  |
| Adjustment (if applicable)  | \$ .00                 |                                      | \$ .00                     |                                     |  |
| 5. Driver Improvement Surcharges<br>(s. 346.655, Stats.)  | \$ 9,143.87            |                                      | \$ 4,708.48                | \$ 4,435.39                         |  |
| Adjustment (if applicable)  | \$ .00                 |                                      | \$ .00                     | \$ .00                              |  |
| 6. Crime Lab and Drug Enforcement Surcharges<br>(s. 165.755(4), Stats.)   | \$ 4,271.48            |                                      |                            | \$ 4,271.48                         |  |
| Adjustment (if applicable)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| 7. Domestic Abuse Surcharges<br>(s. 973.055(2)(b), Stats.)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| Adjustment (if applicable)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| 8. Truck Weight Restrictions<br>(Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))               | \$ .00                 | \$ .00                               |                            | \$ .00                              |  |
| Adjustment (if applicable)  | \$ .00                 | \$ .00                               |                            | \$ .00                              |  |
| 9. Ignition Interlock Device Surcharge<br>(s. 343.301(5), Stats.)   | \$ 700.00              |                                      | \$ 700.00                  |                                     |  |
| Adjustment (if applicable)  | \$ .00                 |                                      | \$ .00                     |                                     |  |
| 10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)                  | \$ .00                 |                                      |                            | \$ .00                              |  |
| Adjustment (if applicable)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| 11. Safe Ride Program<br>(s. 85.55, Stats.)   | \$ 1,001.99            |                                      |                            | \$ 1,001.99                         |  |
| Adjustment (if applicable)  | \$ .00                 |                                      |                            | \$ .00                              |  |
| 12. Totals  | \$ 78,853.55           | \$ 49,146.33                         | \$ 8,722.86                | Pay This Amount<br>\$ 20,984.36     |  |

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul M. Murphy Signature: Paul M. Murphy Date: 7-5-23

III. TREASURER'S CERTIFICATION

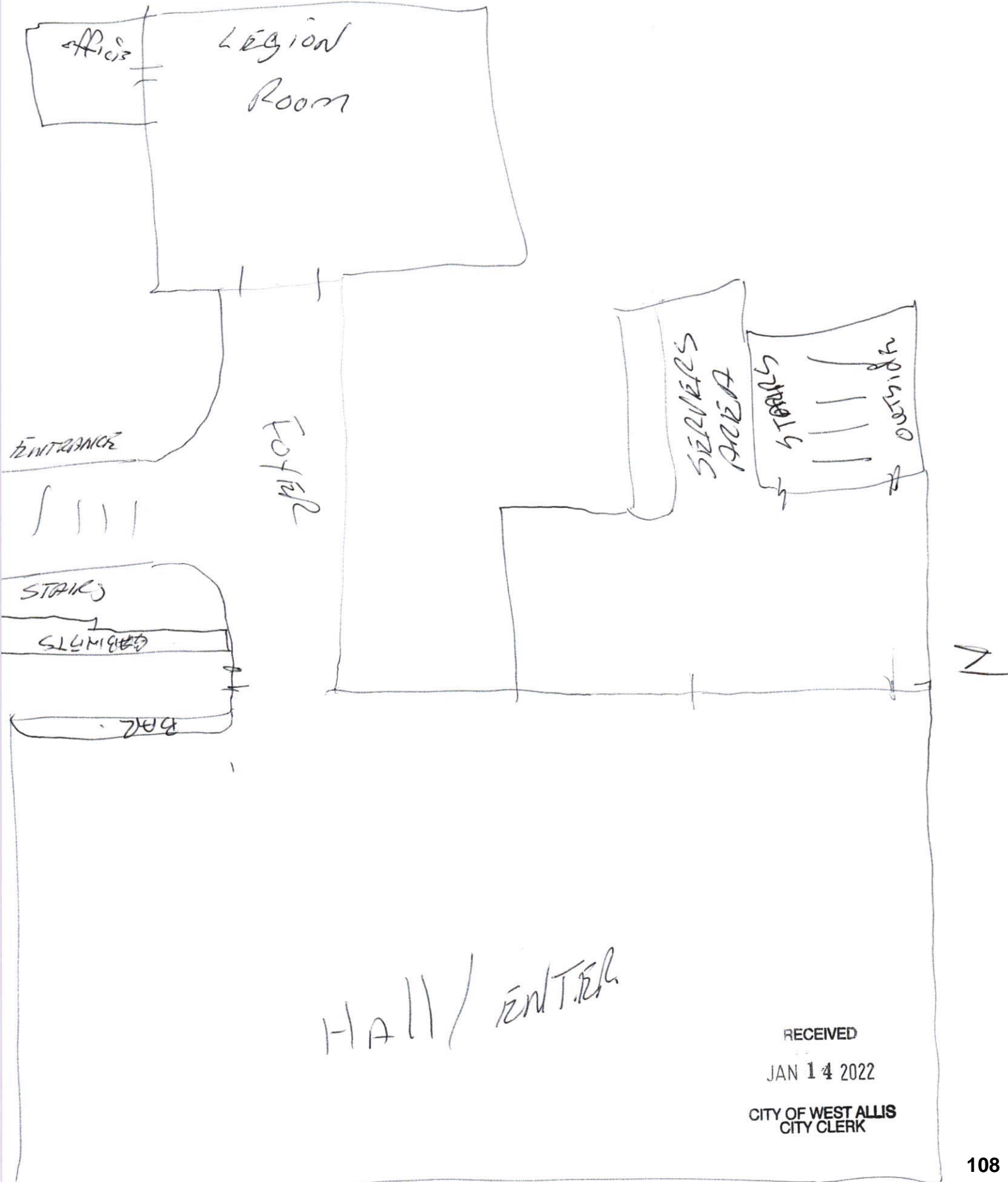
I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Corinne Zurad Date: 7/18/2023

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

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

Floor Plan  
upper

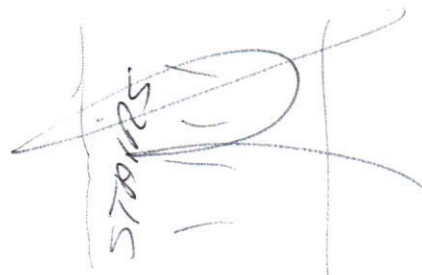


RECEIVED

JAN 14 2022

CITY OF WEST ALLIS  
CITY CLERK

Floor Plan  
UPPER



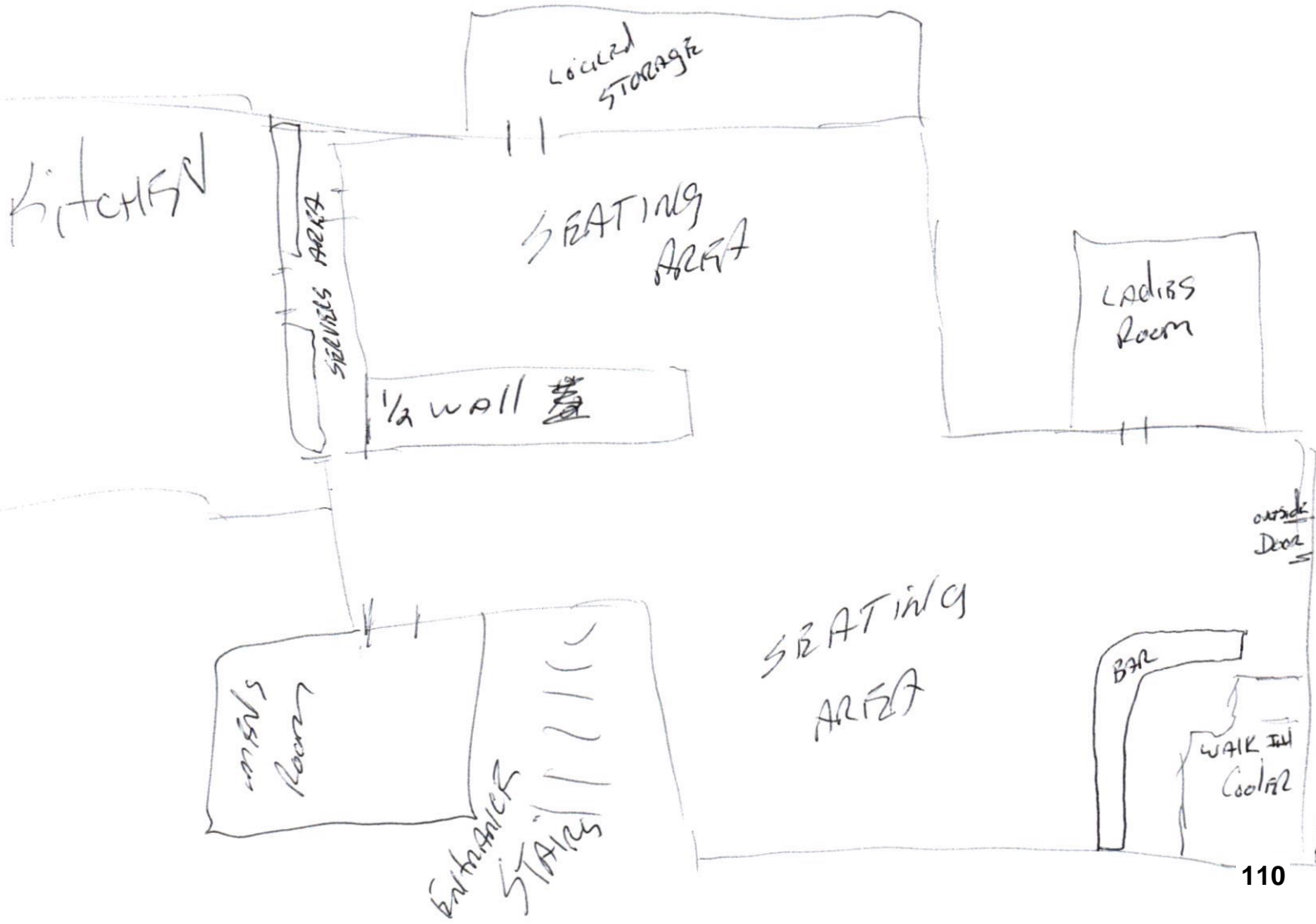
Floor Plan  
LOWER

RECEIVED

JAN 14 2022

CITY OF WEST ALLIS  
CITY CLERK

N



2023



CLAIMANT CONTACT INFORMATION

Name: James Walters Phone: 714-712-1168  
Address: 5424 W Burnham #3 Email: jimwal@gmail.com  
West m. Lwackow, WI 53219 Jimwal47@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: 7-23-23 Time of day: 8:30 pm  
Location: 60th + Washington

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

I was driving South on 60th approx. 1 blk off Washington St  
When I struck a strike stick in the road for a  
north bound police pursuit. Front tire  
was completely damaged. Estimates: 250<sup>00</sup>  
For tire, Towing: 50<sup>00</sup>, Install: 200<sup>00</sup>  
  
Keelyn Mussatte  
Patrol Officer as witness  
  
Case # 23-028474

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: [Signature] Date: 7-24-23

CLAIM AMOUNT

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

The total amount sought is: \$ 500<sup>00</sup>

SAVE

PRINT

RECEIVED

JUL 25 2023

CITY OF WEST ALLIS  
CITY CLERK

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

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

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

July 24, 2023

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

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

**NOTICE OF INJURY**

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

Dear Ms. Grill:

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

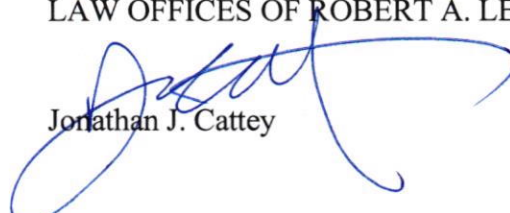
Please be advised that Mr. Duke sustained severe injuries and damages in an excessive force incident involving the West Allis Police Department that took place on June 2, 2023 at approximately 5:00 p.m. near South 75<sup>th</sup> Street and West Lincoln Avenue. I am in the process of gathering the open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

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

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

Very truly yours,

LAW OFFICES OF ROBERT A. LEVINE

  
Jonathan J. Cattey





CLAIMANT CONTACT INFORMATION

Name: Paula John Phone: 414 426 8477  
Address: 2229 So 77<sup>th</sup> St Email: pjohn0111@yahoo.com  
West Allis, WI 53219

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: 7-26-23 Time of day: 12:45-1:30 pm  
Location: So 2200 Block So 77<sup>th</sup> St

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

West Allis work truck backed into my parked car. Driver side quarter panel was damaged.

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: Paula John Date: 7-27-23

CLAIM AMOUNT

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

The total amount sought is: \$ 3897.90

SAVE

PRINT

Angie DeLaPang

414-745-0661

Witness

Tina Torres

414 759 0495



**WEST ALLIS POLICE DEPARTMENT  
DRIVER EXCHANGE AND INFORMATION SHEET  
To be completed by drivers ONLY  
Pursuant to Section 346.67 Wis. Stats.**

DATE: 7/26/23 TIME: \_\_\_\_\_ LOCATION: 220066K 5.77

TOWING COMPANY: \_\_\_\_\_

DRIVER'S NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

VEHICLE (MAKE): \_\_\_\_\_ (MODEL): \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE PLATE #: \_\_\_\_\_ ACCIDENT OR CALL #: 23-028895

INSURANCE CARRIER/PHONE: \_\_\_\_\_

POLICY #: \_\_\_\_\_

Completion and exchange of this form is for the purpose of facilitating the exchange of information requirement of Section 346.67 Wis. Stats. It is intended only to assist those involved in a crash and facilitate the exchange of information between drivers to assist with any insurance claim, personal reimbursement or civil action

I hereby consent to the release of my personal information to \_\_\_\_\_  
(other driver)

Your Signature \_\_\_\_\_



# Braeger's Lake Auto Body

4100 S 27TH ST, MILWAUKEE, WI 53221  
Phone: (414) 281-0454  
FAX: (414) 921-9720

Workfile ID:  
PartsShare:

a91e6995  
7th7Sp

## Preliminary Estimate

**Customer: JOHN, PAULA**

Written By: Matthew Woodrum

Insured: JOHN, PAULA  
Type of Loss: Collision  
Point of Impact: 07 Left Rear

Policy #: 000802687365  
Date of Loss: 7/26/2023 12:30 PM

Claim #: 000723023156D01  
Days to Repair: 8

**Owner:**

JOHN, PAULA  
2229 S 77TH ST  
WEST ALLIS, WI 53219-1832  
(414) 426-8477 Cell

**Inspection Location:**

2229 S 77TH ST  
WEST ALLIS, WI 53219  
Other

**Insurance Company:**

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY  
Allstate Property and Cas  
HOME OFFICE CLAIMS  
Northbrook

## VEHICLE

2017 FORD Fusion Hybrid Platinum FWD 4D SED 4-2.0L Hybrid Sequential MPI RED

VIN: 3FA6P0RUXHR279941  
License: AMT6609  
State: WI

Interior Color:  
Exterior Color: RED  
Production Date: 12/2016

Mileage In: 102,556  
Mileage Out:  
Condition: Good  
Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

**DECOR**

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Heated Steering Wheel

Climate Control

Navigation System

Remote Starter

Backup Camera

Parking Sensors

Intelligent Cruise

Home Link

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Blind Spot Detection

Lane Departure Warning

**ROOF**

Electric Glass Sunroof

**SEATS**

Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

Ventilated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Three Stage Paint

**OTHER**

Fog Lamps

Traction Control

Stability Control

Rear Spoiler

Signal Integrated Mirrors

Xenon or L.E.D. Headlamps

California Emissions

Power Trunk/Liftgate

**Preliminary Estimate**

**Customer: JOHN, PAULA**

2017 FORD Fusion Hybrid Platinum FWD 4D SED 4-2.0L Hybrid Sequential MPI RED

| Line | Oper | Description  | Part Number  | Qty | Extended Price \$ | Labor | Paint |
|------|------|--|--------------|-----|-------------------|-------|-------|
| 1    |      | <b>WHEELS</b>  |              |     |                   |       |       |
| 2    | R&I  | LT/Rear R&I wheel  |              |     |                   | 0.1 M |       |
| 3    | #    | Subl Tire Mount and Balance                                    |              | 1   | 20.00 T           |       |       |
| 4    | #    | Subl 4 Wheel Alignment   |              | 1   | 99.95 T           |       |       |
| 5    |      | <b>SEATS &amp; TRACKS</b>                                      |              |     |                   |       |       |
| 6    | R&I  | LT R&I rear seat seat back                                     |              |     |                   | Incl. |       |
| 7    | R&I  | R&I rear seat seat cushion                                     |              |     |                   | 0.2   |       |
| 8    |      | <b>PILLARS, ROCKER &amp; FLOOR</b>                             |              |     |                   |       |       |
| 9    | R&I  | LT Rocker molding  |              |     |                   | 0.7   |       |
| 10   |      | <b>REAR DOOR</b>   |              |     |                   |       |       |
| 11   | R&I  | LT R&I door assy   |              |     |                   | 1.0   |       |
| 12   | Blnd | LT Outer panel   |              |     |                   |       | 1.6   |
| 13   | R&I  | LT W'strip on body   |              |     |                   | Incl. |       |
| 14   | R&I  | LT Door check  |              |     |                   | 0.2   |       |
| 15   |      | <b>BACK GLASS</b>  |              |     |                   |       |       |
| 16   | *    | R&I Back glass Ford Hermosillo plant                           |              |     |                   | Incl. |       |
| 17   | #    | Repl Urethane Glass Kit  |              | 1   | 20.00 T           |       |       |
| 18   |      | <b>QUARTER PANEL</b>   |              |     |                   |       |       |
| 19   | Sect | LT Quarter panel   | HS7Z5427841A | 1   | 726.88            | 19.0  | 3.5   |
| 20   |      | Add for Three Stage  |              |     |                   |       | 2.5   |
| 21   | #    | Rpr Tie Down   |              |     |                   | 1.0   |       |
| 22   | #    | Rpr Body Pulls   |              |     |                   | 1.0   |       |
| 23   | #    | Refn Clear Coat LT Roof Rail                                   |              |     |                   |       | 0.5   |
| 24   | R&I  | Fuel door  |              |     |                   | Incl. |       |
| 25   | Blnd | Fuel door  |              |     |                   |       | 0.3   |
| 26   | R&I  | Filler pocket w/o ENERGI                                       |              |     |                   | 0.5   |       |
| 27   | R&I  | LT Wheelhouse liner w/o 2.7 liter turbo                        |              |     |                   | Incl. |       |
| 28   | R&I  | LT Vent grille   |              |     |                   | 0.1   |       |
| 29   | R&I  | LT Qtr glass FORD bright/black                                 |              |     |                   | Incl. |       |
| 30   | #    | Repl Urethane Glass Kit  |              | 1   | 20.00 T           |       |       |
| 31   | R&I  | LT Upper qtr trim ebony  |              |     |                   | Incl. |       |
| 32   | R&I  | LT Lower qtr trim w/o inflatable rear seat belts ceramic/cocoa |              |     |                   | Incl. |       |
| 33   | R&I  | LT Rear trim ebony   |              |     |                   | Incl. |       |
| 34   |      | <b>REAR BODY &amp; FLOOR</b>                                   |              |     |                   |       |       |
| 35   | R&I  | Package tray w/4 speaker audio ebony                           |              |     |                   | Incl. |       |
| 36   | R&I  | Rear sill plate  |              |     |                   | Incl. |       |
| 37   | R&I  | LT Side trim panel w/HYBRID                                    |              |     |                   | 0.2   |       |
| 38   | R&I  | Floor cover w/HYBRID   |              |     |                   | Incl. |       |
| 39   |      | <b>REAR LAMPS</b>  |              |     |                   |       |       |
| 40   | R&I  | LT Tail lamp assy  |              |     |                   | Incl. |       |

## Preliminary Estimate

**Customer: JOHN, PAULA**

2017 FORD Fusion Hybrid Platinum FWD 4D SED 4-2.0L Hybrid Sequential MPI RED

|                  |                            |                  |                          |   |               |             |
|------------------|----------------------------|------------------|--------------------------|---|---------------|-------------|
| 41               | <b>REAR BUMPER</b>         |                  |                          |   |               |             |
| 42               | R&I                        | R&I bumper cover |                          |   |               | Incl.       |
| 43               | <b>VEHICLE DIAGNOSTICS</b> |                  |                          |   |               |             |
| 44               | *                          | Rpr              | Pre-repair scan          |   | m             | 0.5 M       |
| 45               | *                          | Rpr              | Post-repair scan         |   | m             | 0.5 M       |
| 46               | #                          |                  | **** ADD ONS ****        | 1 |               |             |
| 47               | #                          | Repl             | Seam Sealer              | 1 | 10.00         | T           |
| 48               | #                          | Repl             | Corrosion Protection     | 1 | 15.00         | T           |
| 49               | #                          | Repl             | Flex Additive            | 1 |               |             |
| 50               | #                          | Subl             | Cover Car                | 1 | 5.00          |             |
| 51               | #                          | Rpr              | De-nib & Polish          |   |               | 0.3         |
| 52               | #                          | Rpr              | Mask For Prime/Block     |   |               | 0.2         |
| 53               | #                          | Subl             | Hazardous Waste Disposal | 1 | 5.00          | T           |
| <b>SUBTOTALS</b> |                            |                  |                          |   | <b>921.83</b> | <b>25.5</b> |
|                  |                            |                  |                          |   |               | <b>8.4</b>  |

### ESTIMATE TOTALS

| Category             | Basis         | Rate          | Cost \$         |
|----------------------|---------------|---------------|-----------------|
| Parts                |               |               | 731.88          |
| Parts Discount       | \$ 726.88     | -5.0 %        | -36.34          |
| Body Labor           | 24.4 hrs @    | \$ 70.00 /hr  | 1,708.00        |
| Paint Labor          | 8.4 hrs @     | \$ 70.00 /hr  | 588.00          |
| Mechanical Labor     | 1.1 hrs @     | \$ 100.00 /hr | 110.00          |
| Paint Supplies       | 8.4 hrs @     | \$ 48.00 /hr  | 403.20          |
| Miscellaneous        |               |               | 189.95          |
| Subtotal             |               |               | 3,694.69        |
| Sales Tax            | \$ 3,694.69 @ | 5.5000 %      | 203.21          |
| <b>Grand Total</b>   |               |               | <b>3,897.90</b> |
| Deductible           |               |               | 500.00          |
| <b>CUSTOMER PAY</b>  |               |               | <b>500.00</b>   |
| <b>INSURANCE PAY</b> |               |               | <b>3,397.90</b> |

**MyPriceLink Estimate ID / Quote ID:**

1113857977514729472 / 127014509

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.











## NEW LIQUOR LICENSE APPLICATION SUMMARY FOR ECONOMIC DEVELOPMENT COMMITTEE REVIEW

**Record #:** ALC-23-19

**Applicant's Full Name:**  
Ashley Googer

**Agent's Full Name:**  
Logan Rumbaugh

**License Type(s):**  
Class A Liquor and Beer

**Legal Name:**  
Family Dollar Stores of Wisconsin, LLC

**DBA/Trade/Business Name:**  
Family Dollar #30524

**Business Address:**  
9306 W Greenfield Ave

**Types of Entertainment:**

### Premise Description:

**Alcohol will be stored:**  
Stock room, Beer Coolers and Shelving Displays

**Alcohol will be sold/consumed:**  
Sold at registers - Consumed off premises

### Alcohol beverage receipts location:

SSC - 500 Volvo Parkway, Chesapeake, VA 23320 | Also, via a digital POS system which logs all receipts in an electronic journal.

### Hours of Operation:

**Sunday:** 8:00AM-9:00PM

**Thursday:** 8:00AM-9:00PM

**Monday:** 8:00AM-9:00PM

**Friday:** 8:00AM-9:00PM

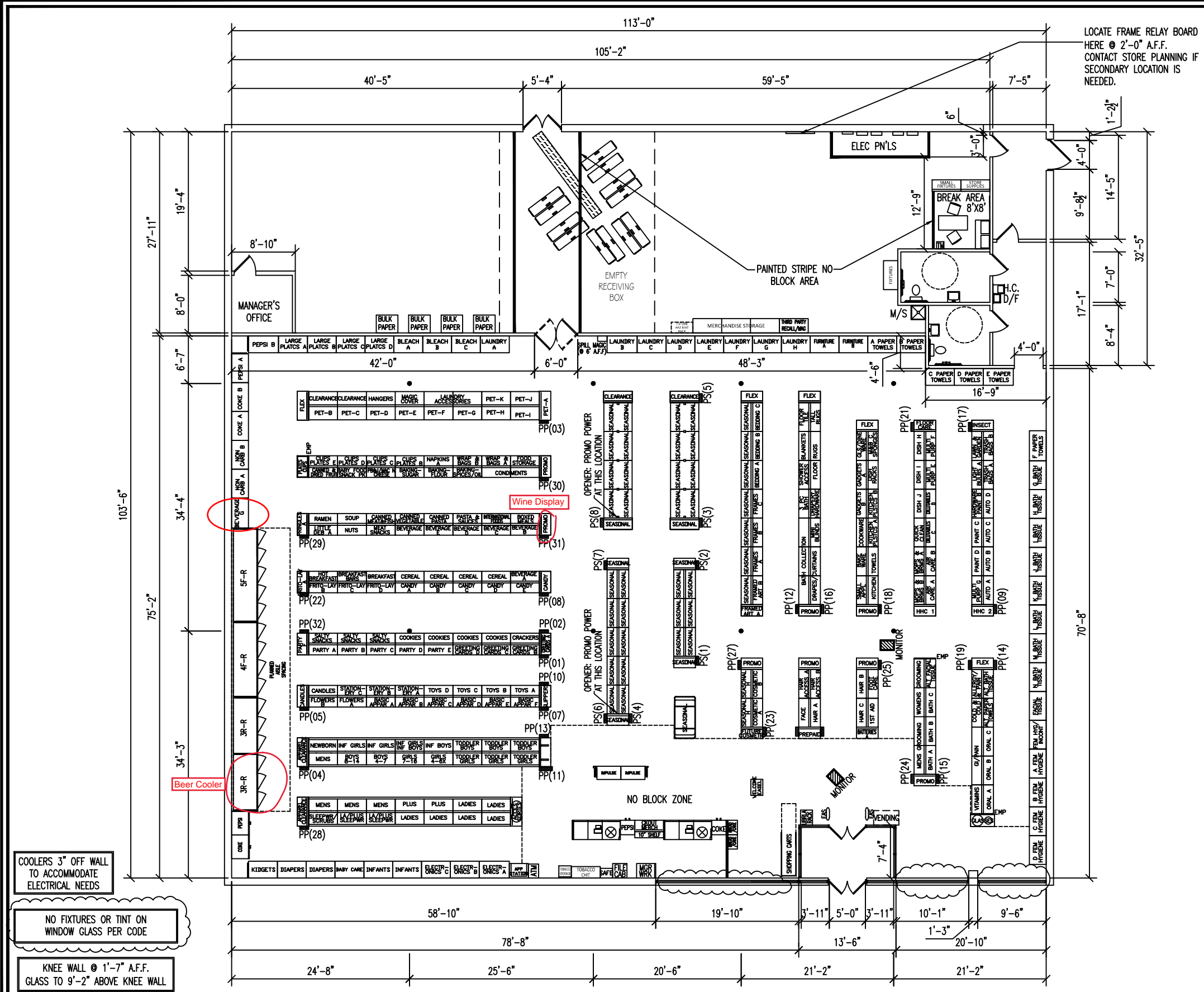
**Tuesday:** 8:00AM-9:00PM

**Saturday:** 8:00AM-9:00PM

**Wednesday:** 8:00AM-9:00PM

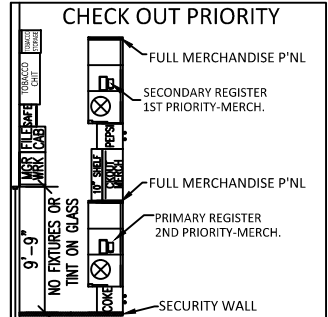
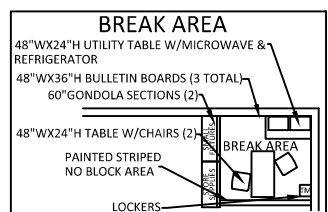
**Date Applied:**  
June 5, 2023

**Legal Notice Published On:**  
June 23, 2023



**POWER PANEL LIST**

|          |                           |
|----------|---------------------------|
| PP (01)  | PARTY - GIFT BAGS         |
| PP (02)  | PARTY - GIFT BAGS         |
| PP (03)  | PETS - TOYS               |
| PP (04)  | BELTS & WALLETS           |
| PP (05)  | EM ACCESSORIES            |
| PP (07)  | SHOE CARE                 |
| PP (08)  | LIGHTERS                  |
| PP (09)  | AIR FRESHNERS             |
| PP (10)  | BATTERIES                 |
| PP (11)  | BOOKS & MAGAZINES         |
| PP (12)  | SEWING NOTIONS            |
| PP (13)  | DSD GLASSES/ SUN/ READERS |
| PP (14)  | BODY SPRAYS               |
| PP (15)  | FRAGRANCES                |
| PP (16)  | WINDOW PANELS             |
| PP (17)  | WORK GLOVES               |
| PP (18)  | PLACEMATS                 |
| PP (19)  | SPECIALTY BATH            |
| PP (21)  | WASH CLOTHES              |
| PP (22)  | FRITO                     |
| PP (23)  | MODESA                    |
| PP (24)  | APOTHECARY                |
| PP (25)  | 1ST AID                   |
| PP (27)  | ENERGY SHOTS              |
| PP (28)  | HERSHEY/ MARS             |
| PP (29)  | SNACK ROTATION            |
| PP (30)  | GUM                       |
| PP (31)  | SALTY SNACKS              |
| PP (32)  | FOOD ROTATION             |
| PS (1-8) | SEASONAL                  |



**POWER POLE LIST**

| TYPE              | ITEM #  | QTY |
|-------------------|---------|-----|
| CHECKOUT - 15'    | 8029529 | 2   |
| APP STATION - 15' | 8029530 | 0   |
| PRICE CKR - 15'   | 8029529 | 0   |
| AISLE - 8'        | 8029487 | 2   |
| COKE - 8'         | 8029487 | 0   |
| PEPSI - 8'        | 8029487 | 0   |
| ATM - 15'         | 8029530 | 1   |
| MGR WRK STAT-15'  | 8029530 | 1   |

| STORE NUMBER | PROJECT NUMBER | LOCATION      | FORMAT | CALENDAR  | TOTAL SQ FT | SALES SQ FT | AA       | HISPANIC | CEILING HEIGHT | U BOAT COUNT | AGS | RISK CLASS | SALES PROJECTION | DRAWN BY | PROJECT MANAGER | DATE       |
|--------------|----------------|---------------|--------|-----------|-------------|-------------|----------|----------|----------------|--------------|-----|------------|------------------|----------|-----------------|------------|
| 10524        | 702903         | MILWAUKEE ,WI | CR4    | 6/20/2013 | 11,696      | 8,318       | VERY LOW | LOW      | 12'-0"         | 21           | 71  | 0          | \$1,380,000      | HEC      | HALAMAJ         | 11/28/2011 |

**FAMILY DOLLAR**

10401 MONROE ROAD | MATTHEWS, NC 28105

CONFIDENTIAL - FAMILY DOLLAR USE ONLY

PLEASE CHECK THE PLANOGAM KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN.

**MERCHANDISE PLAN**

SENIOR PROJECT SUPERVISOR:

ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE CONTACT: THERESA HOOD: (800) 547-0359 EXT. 82807

**REVISIONS**

JLS - CHANGED BEV. H TEXT TO BEV. G - 5.30.13

JLS - CONVERT TO CR4 FORMAT, NO FIXTURES AGAINST WINDOWS - 11.18.12

JLS - AS BUILT, CR4 UPDATES - 4.18.13

JLS - FORMAT UPDATES & CALENDAR - 5.21.13



**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 10, 2023

Ashley Googer  
1100 Circle 75 Pkwy, Suite 210  
Atlanta, GA 30339

**RE: Class A Liquor and Beer License Application Review for Family Dollar #30524 at 9306 W Greenfield Ave**

Dear Ashley:

Your application for the above license(s) is scheduled for a televised hearing before the Economic Development Committee on: **July 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 Art Gallery.

If you have questions, please email [clerk@westalliswi.gov](mailto:clerk@westalliswi.gov).





**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 26, 2023

**SECOND NOTICE TO APPEAR**

Ashley Googer  
1100 Circle 75 Pkwy, Suite 210  
Atlanta, GA 30339

**RE: Class A Liquor and Beer License Application Review for Family Dollar #30524 at 9306 W Greenfield Ave**

Dear Ashley:

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# City of West Allis

## Meeting Minutes

### Public Safety Committee

*Aldersperson Suzzette Grisham, Chair*  
*Aldersperson Rosalie L. Reinke, Vice Chair*  
*Alderspersons Daniel Roadt, Tracy Stefanski & Ray Turner*

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Monday, July 17, 2023

5:30 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

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#### REGULAR MEETING

#### A. CALL TO ORDER

Ald. Grisham called the meeting to order at 5:30 p.m.

#### B. ROLL CALL

**Present** 5 - Grisham, Reinke, Turner, Stefanski, Roadt

#### C. NEW AND PREVIOUS MATTERS

1. [2023-0404](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Dewey Qualls.  
(Second appearance)  
*Consensus for approval.*
2. [2023-0454](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Spencer Miller.  
(First appearance)  
*Consensus for approval.*
3. [2023-0455](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Asia Bautista.  
(First appearance)  
*Consensus for approval if no OWI.*
4. [2023-0457](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Ciara Jarrett.  
(First appearance)  
*Hold - did not appear.*
5. [2023-0437](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Darius Salinas.  
(First appearance)  
*3-2 Consensus for approval.*
6. [2023-0444](#) 2023-2025 Renewal Operator's License (Bartender/Class D Operator) application for Hailey Schultz.  
(First appearance)  
*3-2 Consensus for approval.*



7. [2023-0445](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Andrea Pye.  
(First appearance)  
*Hold - did not appear.*
8. [2023-0446](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Jason Smith.  
(First appearance)  
*Hold - did not appear.*
9. [2023-0447](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Bradley Beauchamp.  
(First appearance)  
*Consensus for approval.*
10. [2023-0448](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Michael Krimke-Boey.  
(First appearance)  
*4-1 consensus for denial.*
11. [2023-0465](#) 2023-2025 New Operator's License (Bartender/Class D Operator) application for Brittany Fuchs.  
(First appearance)  
*Hold until 8/1 meeting.*
12. [2023-0420](#) Notification of non-renewal for Class B Tavern licensee El Sagitario BNC LLC, DBA El Sagitario, 907 S. 84th St. who has a delinquent debt to the City.  
*Place on file for granting.*
13. [2023-0467](#) Notification of non-renewal for Class B Tavern license, Public Entertainment License and Retail Food License for EKC Investments LLC DBA Kane's Bar & Grill, 6922 W. Orchard St.  
*Deny allegations - schedule for future hearing.*
14. [2023-0352](#) Summons and Complaint against Katherine Wisniewski for suspension or revocation of the Class D Operator License.  
*Hold - unable to contact applicant - schedule at next meeting.*
15. [2023-0464](#) Summons and Complaint against D&G Investments LLC D/B/A Mobile Estates of West Allis, 10401 W. Greenfield Ave. for suspension or revocation of the Manufactured and Mobile Home Community License.  
*Atty Deal Delforge denies allegations and challenges notice and denial.*  
*\*Hold to work out issues*  
*\* Possibly hold for 60 days to reschedule*

#### D. ADJOURNMENT

**Ald. Stefanski moved to adjourn at 6:51 p.m., Ald. Reinke seconded, motion carried.**



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

**NON-DISCRIMINATION STATEMENT**

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

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

**LIMITED ENGLISH PROFICIENCY STATEMENT**

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



**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 10, 2023

Andrea Pye  
2423 s 9th pl  
milwaukee , wi 53214

**RE: Operator's License Application Review**

Dear Andrea;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 17, 2023 at 5:30 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.

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

An applicant may also provide information regarding:

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



**City Clerk**  
clerk@westalliswi.gov

## **SECOND APPEARANCE HEARING NOTICE**

July 26, 2023

Andrea Pye  
2423 s 9th pl  
milwaukee , wi 53214

**RE: Operator's License Application Review**

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- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 10, 2023

Jason Smith  
9725 w hope ave  
Milwaukee, wi 53222

**RE: Operator's License Application Review**

Dear Jason;

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## SECOND APPEARANCE HEARING NOTICE

July 26, 2023

Jason Smith  
9725 w hope ave  
Milwaukee, wi 53222

**RE: Operator's License Application Review**

Dear Jason;

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**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 10, 2023

Ciara Jarrett  
8746 W. Greenwood Terrace  
Milwaukee, WI 53224

**RE: Operator's License Application Review**

Dear Ciara;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 17, 2023 at 5:30 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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## **SECOND APPEARANCE HEARING NOTICE**

July 26, 2023

Ciara Jarrett  
8746 W. Greenwood Terrace  
Milwaukee, WI 53224

**RE: Operator's License Application Review**

Dear Ciara;

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**City Clerk**  
[clerk@westalliswi.gov](mailto:clerk@westalliswi.gov)

July 26, 2023

Crystal Gleason  
2070 South 97th Street  
West Allis, WI 53227

**RE: Operator's License Application Review**

Dear Crystal;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **August 1, 2023 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.