



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, Angelito Tenorio, Vincent Vitale, and Martin J. Weigel

Tuesday, March 1, 2022

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Vitale

D. PUBLIC HEARING

1. [R-2022-0093](#) Resolution to adopt the schedule of proposed assessments for improvement of S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. by concrete reconstruction.

Recommendation: Adopt

Sponsors: Public Works Committee

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 & Finance and Safety & Development

Room 128 - License & Health, Public Works & Advisory

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. [2022-0308](#) February 1, 2022 Draft Common Council Minutes.
Recommendation: Approve
3. [2022-0360](#) February 17, 2022 Draft Common Council Minutes.
Recommendation: Approve

J. STANDING COMMITTEE REPORTS

PUBLIC WORKS COMMITTEE

4. [O-2022-0038](#) Ordinance to create major and minor snow emergencies and establish regulations for each.
Sponsors: Alderperson Grisham and Alderperson Kuehn
This item was vetoed on February 24, 2022.

LICENSE & HEALTH COMMITTEE

5. [2022-0132](#) New Class B Tavern License and Public Entertainment Premise Permit for 6139 Beloit Tavern, LLC, d/b/a Shotskis, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates. Public Entertainment Premise Permit to include juke box, DJ, bands, karaoke, patrons dancing, instrumental music, pool table and amusement machines. (ALC 22 2)
- Recommendation:** Approve if all inspections are completed and occupancy issued.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

6. [O-2022-0041](#) Ordinance to update alarm permit fee language to reflect prior changes in Fee Schedule
- Recommendation:** Pass
- Sponsors:** Alderperson Lajsic
7. [R-2022-0159](#) A resolution rescheduling the Common Council Meeting of June 21, 2022 to June 28, 2022.
- Recommendation:** Adopt
8. [R-2022-0139](#) Resolution to authorize the Director of Public Works to amend an existing professional services contract with Baxter & Woodman Consulting Engineers to provide engineering and legal services for the City of West Allis Department of Public Works for an amount not to exceed \$6,070.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee
9. [2022-0312](#) Claim by Bo Alan, LLC, regarding alleged personal property excessive assessment for property located at the State Fair.
- Recommendation:** Refer to City Attorney
10. [2022-0319](#) Class B Tavern Temporary Premise Extension request for O'Connor's Perfect Pint 8421 W. Greenfield Ave. for an event to be held on March 17, 2022.
- Recommendation:** Grant
11. [2022-0325](#) Claim by Sarahi Martinez, regarding damage to vehicle located at 1960 S 58th St. on February 18, 2022.
- Recommendation:** Refer to City Attorney
12. [2022-0362](#) Claim by the Estate of Michelle Kasper, regarding alleged personal injury near 11029 W. Wildwood Ln., Apt, 310.
- Recommendation:** Refer to City Attorney

L. COMMON COUNCIL RECESS**M. NEW AND PREVIOUS MATTERS****ADMINISTRATION & FINANCE COMMITTEE**

13. [R-2022-0149](#) Resolution relative to authorizing the single source purchase of Automatic License Plate Reader (ALPR) Camera services for a sum of \$32,750.00 (year 1) and \$27,500 (subsequent years) from Flock Safety.

Recommendation: Adopt

14. [R-2022-0173](#) Resolution approving a \$500,000 Brownfield Revolving Loan Fund from the City's U.S. EPA Revolving loan fund grant to Makers Row Phase I LLC, for property located within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment.

Recommendation: Adopt

15. [2020-0023](#) Discussion regarding contract negotiations with West Allis Fire Fighters IAFF, Local No. 342 (Previously 1004)

CLOSED SESSION:

For item #15, the committee may convene in closed session pursuant to the provisions of Wis. Stats, Section 19.85(1)(e) to deliberate or negotiate the investment of public funds or conduct other specified public business whenever competitive or bargaining reasons require a closed session. The Committee may convene in open session after completion of the closed session to consider the balance of the agenda.

PUBLIC WORKS COMMITTEE**Public Hearing Items (Public Works Committee)**

16. [R-2022-0093](#) Resolution to adopt the schedule of proposed assessments for improvement of S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. by concrete reconstruction.

Recommendation: Adopt

Sponsors: Public Works Committee

17. [R-2022-0094](#) Final Resolution authorizing public improvement by concrete reconstruction in S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. and levying special assessments against benefited properties.

Recommendation: Adopt

Sponsors: Public Works Committee

18. [R-2022-0136](#) Resolution to approve bid of LaLonde Contractors, Inc. for construction of an asphalt bicycle and pedestrian path connection from S. 72nd Street to the Hank Aaron State Trail in the City of West Allis in the amount of \$51,062.44.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee
19. [R-2022-0138](#) Resolution to approve bid of LaLonde Contractors, Inc. for street construction in S. 65th St. from W. Greenfield Ave. to W. National Ave. and S. 66th St. from W. National Ave. to W. Mitchell St. in the City of West Allis in the amount of \$1,275,902.92.
- Recommendation:** Adopt
- Sponsors:** Public Works Committee
20. [2022-0328](#) Communication from the Director of Public Works appointing Mike Brofka to the position of Assistant Director of Public Works.
- Recommendation:** Place on File

SAFETY & DEVELOPMENT COMMITTEE

21. [R-2022-0163](#) Resolution approving a Certified Survey Map to consolidate two commercial properties into one lot of record located at 5901-05 W. National Ave. and 59** W. National Ave. submitted by Julian Kegel of Kegel's Inn (Tax Key No. 438-0393-001 & 438-0394-000).
- Recommendation:** Adopt
- Sponsors:** Safety and Development Committee
22. [R-2022-0166](#) Resolution to establish a parking easement between The City of West Allis and City of Faith Church, located at 6420 W. Mitchell St.
- Recommendation:** Adopt
- Sponsors:** Safety and Development Committee

LICENSE & HEALTH COMMITTEE

23. [2022-0239](#) Summons and Complaint in the matter of complaint against JC's Pub & Grub, 8028 W. National Avenue. Agent: Jeffery Clark.
24. [2022-0299](#) New Class A Beer & Liquor License for Mei Hua Market, LLC, d/b/a Mei Hua Market, 11066 W. National Avenue, West Allis, WI 53227; Agent: Qing Jie Mo. (ALC 22 3)
25. [2022-0173](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Zakery VanderLinden. (BART 11)
26. [2022-0288](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Ricky Adame Jr. (BART 22)

27. [2022-0341](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Jose Manuel Hernandez. (BART 40)

ADVISORY COMMITTEE

28. [2022-0361](#) Re-appointment of Barb Hart to the Historical Commission for a five-year term to expire March 1, 2027.

Recommendation: Approve

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
RESOLUTION R-2022-0093**

**RESOLUTION TO ADOPT THE SCHEDULE OF PROPOSED ASSESSMENTS FOR
IMPROVEMENT OF S. 57TH ST. FROM W. BURNHAM ST. TO W. MOBILE ST.
AND W. MADISON ST. FROM S. 58TH ST. TO S. 60TH ST. BY CONCRETE
RECONSTRUCTION**

WHEREAS, The City Engineer, pursuant to Preliminary Resolution No. R-2021-0558, adopted on October 5, 2021, prepared and submitted his report as provided in sec. 66.0703(5) of the Wisconsin Statutes, for the improvement of the streets as hereinafter described; and,

WHEREAS, The City Clerk gave due notice that such report was open for inspection at his office and also at the office of the City Engineer, and that all persons interested could appear before the Common Council and be heard concerning the matters contained in the Preliminary Resolution and Report; and,

WHEREAS, The Common Council met pursuant to such notice, at the time and place therein named; and having considered all statements and communications concerning the proposed improvements, relating to the matters contained in the City Engineer's report, including the schedule of proposed assessments, the Common Council makes no change in said report.

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

1. The report of the City Engineer, including the schedule of the proposed assessments, for the improvement of S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. by concrete reconstruction be and the same is hereby approved and adopted.
2. The property against which the assessments are proposed is benefited; the assessments shown on the report are true and correct, have been determined on a reasonable basis and are hereby confirmed.
3. The City Engineer is hereby authorized and directed to prepare final plans for the aforesaid area in accordance with the terms of this resolution.

SECTION 1: **ADOPTION** “R-2022-0093” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0093(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



NOTICE OF PUBLIC HEARING
March 1, 2022
7:00 PM

This meeting will be held in-person in the Common Council Chambers. You can also watch the meeting as it is livestreamed on the City of West Allis YouTube Channel <https://www.youtube.com/user/westalliscitychannel>). You can also watch live and recorded broadcasts through your cable network, via Spectrum (channel 25, West Allis residents only) and AT&T U-Verse (Channel 99). If you require an alternate format for viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Monday, February 28, 2022

Members of the public may submit comments or questions to the Common Council regarding this public hearing by emailing your comments or questions to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on February 28, 2022. (City Hall – 7525 W. Greenfield Avenue)

PLEASE TAKE NOTICE That the Common Council of the City of West Allis, Wisconsin, has proposed that it is in the best interest of the City and the property affected thereby that

**S. 57 St. from W. Burnham St. to W. Mobile St., and
W. Madison St. from S. 58 St. to S. 60 St.**

be improved by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Properties abutting the above streets for the extents given are proposed as being benefited and are proposed to be assessed.

Reports showing preliminary plans and specifications, an estimate of the entire cost of the proposed improvements, and a schedule of the proposed assessments are located at:

<https://www.westalliswi.gov/DocumentCenter/Home/Index/3>

under the file name: Engineering/2022 Engineering Projects/S.57/W.Madison

NOTICE IS FURTHER GIVEN That such reports are open for inspection and will be so continued for at least ten days after initial publication date of this notice, and that, not more than forty days from the initial publication date of this notice, on Tuesday, the 1st day of March, 2022, the Common Council will be in session to hear all persons interested, their agents or attorneys, concerning the matters contained in the Preliminary Resolution and reports, including the schedules of the proposed assessments.

Dated at West Allis, Wisconsin this 31st day of January 2022.

City Clerk

Publish February 11, 2022

Questions Most Asked Regarding A Public Hearing

Q. What is the purpose of the public hearing?

A. To give the people affected by the proposed improvement an opportunity to express their feelings on the project to the Mayor and Common Council.

Q. Is every project "cut and dried"?

A. No. Many projects have been modified or dropped entirely after having been the topic of a public hearing.

Q. When will the decision be made as to approval or rejection of the project?

A. After the Public Hearing, the matter is referred to the Board of Public Works for their recommendation. After the Board makes a recommendation, the report is voted on by the entire Common Council.

Q. How will I know if the project is approved?

A. A copy of the Final Resolution authorizing the Board of Public Works to go ahead with the improvement and advertise for the installation of the improvements will be mailed to all property owners.

Q. How does a project get on the annual Capital Improvement Program for consideration at a Hearing?

A. There are several ways a project could be considered for the annual program:

1. By petition of the people affected.
2. By the request of the Aldermen of the District.
3. Upon recommendation of the Engineering Department.
4. Public interest or necessity.
5. Eligibility for State and Federal aid.

Q. How do I get further information if I do not understand the information sent to me or who should I notify of a change in the mailing address for the information?

A. You should call the City of West Allis Engineering Department at 302-8368 so that you can get any questions you may have answered or to notify us of any mailing address changes.

Q. How and when can I pay for the proposed improvements?

A. Once the project has reached substantial completion, a Special Assessment Billing will be mailed to you outlining the payment options available to you. Please refer to the methods of payment information enclosed herewith for a brief explanation of possible options.

Rev. 5/06

H:\Forms\Questions Asked Regarding Public Hearing.doc



Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

March 1, 2022

Honorable Mayor and Common Council
West Allis, Wisconsin

Dear Mayor and Council Members:

I herewith respectfully submit my report on the assessment of benefits for concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in:

**S. 57 St. from W. Burnham St. to W. Mobile St. and
W. Madison St. from S. 58 St. to S. 60 St.**

as directed in Preliminary Resolution No. R-2021-0558, adopted on October 5, 2021.

This report consists of the following schedules attached hereto:

- Schedule A. - Preliminary Plans and Specifications;
- Schedule B. - Estimate of Entire Cost of Proposed Improvements;
- Schedule C. - Schedule of Proposed Assessments Against Each Parcel Affected.

The properties against which the assessments are proposed are benefited.

Respectfully submitted,

Peter C. Daniels, P.E.
City Engineer

/ns

Encs.

PROPOSED IMPROVEMENT OF

**S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.**

by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments

SCHEDULE "A"

Preliminary Plans & Specifications Attached

SCHEDULE "B"

Estimate of the Entire Cost

\$836,000

SCHEDULE "C"

Schedule of Proposed Assessments
Against Each Parcel Affected

W. BURNHAM ST.

ST.

W. ROGERS ST.



S. 57 TH

S. 58 ST.

S. 56 ST.

W. MOBILE ST.
UNION PACIFIC RR.

W. WASHINGTON ST.

W. SCOTT ST.

W. MADISON ST.

S. 58 ST.

S. 57 ST.

S. 60 ST.

W. NATIONAL AVE.





Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

March 1, 2022

Board of Public Works
West Allis City Hall
West Allis, Wisconsin

Dear Board Members:

I am herewith submitting preliminary plans and an estimate of costs for the concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in:

**S. 57 St. from W. Burnham St. to W. Mobile St. and
W. Madison St. from S. 58 St. to S. 60 St.**

Estimated Construction Cost:	\$ 760,000
Contingency:	76,000
TOTAL:	\$ 836,000

Sincerely,

Peter C. Daniels, P.E.
City Engineer

/ns

ASSESSMENT REPORT FOR COUNCIL

HEARING DATE: March 1, 2022

LOCATION DESCRIPTION: S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.

ACCOUNT NO.: P2224S, P2229S

INTEREST RATE: 4.0%

<u>2022 ASSESSMENT RATES</u>	<u>Resid.</u>	<u>Comm.</u>	<u>Mfg.</u>
<u>Streets</u>			
Concrete Reconstruction, lin. ft.	\$64.39	\$80.49	\$96.59
<u>Driveways</u>			
7" Concrete Approach, sq. ft.	\$ 8.04	\$ 8.04	\$ 8.04
<u>Underground</u>			
Storm Sewer Lateral, each	\$719.00	\$1661.00	Full Cost

The properties against which the assessments are proposed are benefited.

EXAMPLE: Residential Special Assessment for Street Concrete Reconstruction

**STREET = S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.**

Lot Width = 40 Ft.
Assessment Rate = \$64.39 Lin. Ft.

 40 Ft. @ \$64.39 = \$2,575.60 *

*Special Assessment for Street Improvement Only - Does not include driveway approach, storm sewer, sanitary sewer, and/or water lateral lateral installation, if applicable.

A special assessment of this amount would be eligible for payment by a ten (10) year, five (5) year, or one (1) year installment plan with interest at 4.0% per year. Payment of the entire assessment without interest may be made prior to the due date noted on the billing -- thirty (30) days.

Example of a ten (10) year plan: *(Based on a full year of interest)*

\$2,575.60 Total Special Assessment:

<u>Year No.</u>	<u>Principal Amt.</u>	<u>Interest Amt.</u>	<u>Total Payment</u>
1st year	\$257.56	\$103.02 **	\$360.58
2nd year	\$257.56	\$92.72	\$350.28
3rd year	\$257.56	\$82.42	\$339.98
4th year	\$257.56	\$72.12	\$329.68
5th year	\$257.56	\$61.81	\$319.37
6th year	\$257.56	\$51.51	\$309.07
7th year	\$257.56	\$41.21	\$298.77
8th year	\$257.56	\$30.91	\$288.47
9th year	\$257.56	\$20.60	\$278.16
10th year	\$257.56	\$10.30	\$267.86

Example of a five (5) year plan: *(Based on a full year of interest)*

\$2,575.60 Total Special Assessment:

<u>Year No.</u>	<u>Principal Amt.</u>	<u>Interest Amt.</u>	<u>Total Payment</u>
1st year	\$515.12	\$103.02 **	\$618.14
2nd year	\$515.12	\$82.42	\$597.54
3rd year	\$515.12	\$61.81	\$576.93
4th year	\$515.12	\$41.21	\$556.33
5th year	\$515.12	\$20.60	\$535.72

** Interest is based on the descending principal balance.



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

Property Assessments

Property ID	Address	Assessor	Category	Value
474-0081-000	5631-5633 W BURNHAM ST	Brett A Kutschenreuter	Residential	10
	Street Concrete Reconstruction	64.39	115.00 x Lin Ft = \$	7,404.85
	Reduction Code Longside			40.00
	Extent is 5' short of property line to match W Burnham St resurface extent			\$ 2,961.94
	Driveway 7" Concrete Approach	8.04	110.00 x Sq Ft = \$	884.40
				100.00
				\$ 884.40
			Total:	\$ 3,846.34
474-0082-000	1918-1920 S 57 ST	Orise C P Ortmann & Sharlynn A Steinle Ortmar	Residential	20
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0083-000	1922 S 57 ST	J Felipe Ruiz & Jerman Ruiz	Residential	30
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0084-000	1926 S 57 ST	Alfredo Mercado	Residential	40
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0085-000	1930 S 57 ST	Jorge Torrijos	Residential	50
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0086-000	1934 S 57 ST	Antron Hale & Yolanda Williams-Hale	Residential	60
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft = \$	2,897.55
	Driveway 7" Concrete Approach	8.04	106.00 x Sq Ft = \$	852.24
				100.00
				\$ 852.24
			Total:	\$ 3,749.79



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0087-000	1940-1942 S 57 ST	2453 N 17th St, LLC				Residential	70
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	102.00 x Sq Ft	= \$	820.08	100.00 \$	820.08
						Total:	\$ 3,717.63
474-0088-000	1946 S 57 ST	Nancy A Clauser				Residential	80
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	109.50 x Sq Ft	= \$	880.38	100.00 \$	880.38
						Total:	\$ 3,777.93
474-0089-000	1952 S 57 ST	Leroy Avery & Mary Ann Avery				Residential	90
	Street Concrete Reconstruction	64.39	35.00 x Lin Ft	= \$	2,253.65	100.00 \$	2,253.65
						Total:	\$ 2,253.65
474-0090-000	1958 S 57 ST	Michael J Bucek & Courtney Edmund Wiest				Residential	100
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0091-000	5630-5632 W ROGERS ST	Laura Penkert				Residential	110
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00 \$	3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	188.00 x Sq Ft	= \$	1,511.52	100.00 \$	1,511.52
						Total:	\$ 4,602.24
474-0224-000	5631-5633 W ROGERS ST	Milan Momich				Residential	120
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00 \$	3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	183.00 x Sq Ft	= \$	1,471.32	100.00 \$	1,471.32
						Total:	\$ 4,562.04
474-0225-000	2018 S 57 ST	Dale E Coffman & Robin Coffman				Residential	130
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0226-000	2022 S 57 ST	Gunther Tausch & Gloria Tausch				Residential	140
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0227-000	2028 S 57 ST	Pamela A Caraway				Residential	150
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0228-000	2032 S 57 ST	William S Summers				Residential	160
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0229-000	2038-2042 S 57 ST	Brad Harry Krause				Residential	170
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0230-000	2044 S 57 ST	Kevin M Proeber				Residential	180
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	97.00 x Sq Ft	= \$	779.88	100.00 \$	779.88
						Total:	\$ 3,677.43
474-0231-000	2050 S 57 ST	Jon Friske				Residential	190
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0232-000	2000 Block S 57 ST	Jon Friske				Residential	200
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
	Driveway 7" Concrete Approach	8.04	103.00 x Sq Ft	= \$	828.12	100.00 \$	828.12
						Total:	\$ 2,759.82
474-0233-000	2058 S 57 ST	Gregory L Scharmach & Constance H Scharmach				Residential	210
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0234-000	2062 S 57 ST	Janice J Jalowiec				Residential	220
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
	Driveway 7" Concrete Approach	8.04	101.00 x Sq Ft	= \$	812.04	100.00 \$	812.04
						Total:	\$ 4,675.44
474-0235-000	2072 S 57 ST	Marisa Lepak				Residential	230
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40
474-0236-001	2078 S 57 ST	Jordyn McGinnis				Residential	240
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0236-002	2084 S 57 ST	Yeng K Lee & Mao Lee				Residential	250
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0237-000	2088 S 57 ST	Judith A Dickson				Residential	260
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40
474-0238-000	2096 S 57 ST	Lucy K Schultz				Residential	270
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0239-000	2100 S 57 ST	Quality Outdoor Wood Products LLC				Commercial	280
	Street Concrete Reconstruction	80.49	30.00 x Lin Ft	= \$	2,414.70	100.00 \$	2,414.70
						Total:	\$ 2,414.70
474-0240-000	2108 S 57 ST	Frank Damijan				Manufacturing	290
	Street Concrete Reconstruction	96.59	12.74 x Lin Ft	= \$	1,230.56	100.00 \$	1,230.56
	Extent is 32' short of property line. Assessed for 32' wrap onto S. 57 St. when W. Mobile St. reconstructed in 1997						
						Total:	\$ 1,230.56



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0108-000	5701-5711 W BURNHAM ST	Ken Bieck & Adam Bieck				Commercial	300
	Street Concrete Reconstruction	80.49	62.00 x Lin Ft	= \$	4,990.38	100.00 \$	4,990.38
	Extent is 5' short of property line to match W Burnham St resurface extent						
						Total:	\$ 4,990.38
474-0109-000	1913 S 57 ST	Bill Hoag Properties LLC				Commercial	310
	Street Concrete Reconstruction	80.49	53.00 x Lin Ft	= \$	4,265.97	100.00 \$	4,265.97
						Total:	\$ 4,265.97
474-0134-000	1919 S 57 ST	Darlene A Zaren				Residential	320
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0133-000	1925-1927 S 57 ST	Brittain Brothers LLC				Residential	330
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0132-000	1933 S 57 ST	Edwin O Cotto-Baez & Johanna L Cotto				Residential	340
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	109.00 x Sq Ft	= \$	876.36	100.00 \$	876.36
						Total:	\$ 3,773.91
474-0131-000	1937 S 57 ST	Rachel M Orsini				Residential	350
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	121.00 x Sq Ft	= \$	972.84	100.00 \$	972.84
						Total:	\$ 3,870.39
474-0130-000	1945 S 57 ST	Boshbrry LLC				Residential	360
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0129-000	1947 S 57 ST	SUV Properties LLC					Residential	370
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
474-0128-000	1951 S 57 ST	Anthony Gomulka					Residential	380
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
474-0127-002	1955-1957 S 57 ST	Somlot Dudenhofer-Senethavisouk					Residential	390
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
474-0127-001	1959-1961 S 57 ST	Stefan Galovic					Residential	400
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
474-0126-000	5702 W ROGERS ST	Kenneth M Koltermann & Michele A Koltermann					Residential	410
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00	\$	3,090.72
	Reduction Code Longside							
	Driveway 7" Concrete Approach	8.04	123.00 x Sq Ft	= \$	988.92	100.00	\$	988.92
							Total:	\$ 4,079.64
474-0186-000	5701-5703 W ROGERS ST	Taylor Johnson					Residential	420
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00	\$	3,090.72
	Reduction Code Longside							
							Total:	\$ 3,090.72
474-0218-000	2019 S 57 ST	Arlo Tesmer					Residential	430
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00	\$	2,414.63
							Total:	\$ 2,414.63



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0217-000	2025 S 57 ST	Kathryn E Filter Revocable Living Trust				Residential	440
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0216-000	2029 S 57 ST	Juan M Arreola Gonzalez				Residential	450
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0215-000	2033-2035 S 57 ST	Maureen Klitz Sopa & Jennifer Cramer				Residential	460
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0214-000	2041 S 57 ST	James Hammerschmidt				Residential	470
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0213-000	2045-2047 S 57 ST	Sharon Fugger & Deborah Fugger				Residential	480
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0212-000	2051 S 57 ST	Jill L Schneider				Residential	490
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0211-000	2057 S 57 ST	Leroy Branaman				Residential	500
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0210-000	2065 S 57 ST	Sharlotte McFarland				Residential	510
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0209-000	2071 S 57 ST	Mario Guardado Gonzalez & Adriana Almada				Residential	520
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0208-000	2075-2077 S 57 ST	Carlos Flores & Juan Manuel Flores				Residential	530
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0207-000	2083 S 57 ST	Kenneth E Creuzer				Residential	540
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0206-000	2087 S 57 ST	Robert Watson				Residential	550
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0205-000	2095 S 57 ST	Kathleen M Berger				Residential	560
	Street Concrete Reconstruction	64.39	86.30 x Lin Ft	= \$	5,556.86	90.00 \$	5,001.17
	Reduction Code Rectangularized Extent is 6' short of property line. Assessed for 6' (81%R) wrap onto S. 57 St. when W. Mobile St. reconstructed in 1997 77.30'+15'=92.30 +73.53@80'=165.83/2=82.92/92.30=90%R						
						Total:	\$ 5,001.17

Property Type Summary

3	Commercial
1	Manufacturing
52	Residential



City of West Allis Engineering Department
 Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

Item Summary

	Total Quantity		Gross Total	Net Total
Driveway				
7" Concrete Approach				
Residential	1,452.50	Sq Ft	\$11,678.10	\$11,678.10
			<u>\$11,678.10</u>	<u>\$11,678.10</u>
Street				
Concrete Reconstruction				
Commercial	145.00	Lin Ft	\$11,671.05	\$11,671.05
Manufacturing	12.74	Lin Ft	\$1,230.56	\$1,230.56
Residential	2,496.30	Lin Ft	\$160,736.78	\$137,193.86
			<u>\$173,638.39</u>	<u>\$150,095.47</u>
Grand Totals			\$185,316.49	\$161,773.57



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

Property Assessments

438-0292-000	1229 S 58 ST	Thomas J Potter & Lindsey M Fouts				Residential	10
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00 \$	3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	138.50 x Sq Ft	= \$	1,113.54	100.00 \$	1,113.54
						Total:	\$ 4,204.26
438-0288-000	5820 W MADISON ST	Tomas Aguilar Castillo & Elizabeth Ascencio				Residential	20
	Street Concrete Reconstruction	64.39	43.98 x Lin Ft	= \$	2,831.87	100.00 \$	2,831.87
						Total:	\$ 2,831.87
438-0287-000	5826 W MADISON ST	Cheryl Lynn Murphy				Residential	30
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
	Driveway 7" Concrete Approach	8.04	87.00 x Sq Ft	= \$	699.48	100.00 \$	699.48
						Total:	\$ 4,562.88
438-0286-000	5834 W MADISON ST	Isaiah Retzlaff				Residential	40
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
438-0285-000	5840 W MADISON ST	Amy M Reyes				Residential	50
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
438-0284-000	5846 W MADISON ST	Kristin A Scholl				Residential	60
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

438-0283-001	1230 S 60 ST	Patrick B Blair Revocable Trust				Commercial	70
	Street Concrete Reconstruction	80.49	100.00 x Lin Ft	= \$	8,049.00	40.00 \$	3,219.60
	Reduction Code Longside						
	Assessed for 10' wrap onto W. Madison when S. 60 St. improved.						
	Driveway 7" Concrete Approach	8.04	137.00 x Sq Ft	= \$	1,101.48	100.00 \$	1,101.48
						Total:	\$ 4,321.08
438-0294-000	1301 S 58 ST	Renee L Hansen				Residential	80
	Street Concrete Reconstruction	64.39	105.00 x Lin Ft	= \$	6,760.95	40.00 \$	2,704.38
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	134.00 x Sq Ft	= \$	1,077.36	100.00 \$	1,077.36
						Total:	\$ 3,781.74
438-0296-000	1305-1307 S 58 ST	Giovanni A Corro				Residential	90
	Street Concrete Reconstruction	64.39	10.00 x Lin Ft	= \$	643.90	100.00 \$	643.90
	Driveway 7" Concrete Approach	8.04	51.00 x Sq Ft	= \$	410.04	100.00 \$	410.04
						Total:	\$ 1,053.94
438-0295-000	5821 W MADISON ST	Mark J Laumann & Cynthia Laumann				Residential	100
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	75.00 \$	2,897.55
	Reduction Code Depth Factor						
	Driveway 7" Concrete Approach	8.04	116.00 x Sq Ft	= \$	932.64	100.00 \$	932.64
						Total:	\$ 3,830.19
438-0316-000	5827 W MADISON ST	Carmen Aldana				Residential	110
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
438-0315-000	5831-5833 W MADISON ST	5831-33 W Madison Street, LLC				Residential	120
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

438-0314-000	5839 W MADISON ST	Lisa Pappalardo & Schuyler Welch				Residential	130
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40
438-0313-001	5843 W MADISON ST	Carmen Del Valle Jurado & Maria De Los Angeles				Residential	140
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
438-0313-000	5847-5849 W MADISON ST	Kathleen A Sullivan Revocable Trust				Residential	150
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
438-0312-000	5851-5853 W MADISON ST	Hector Dones & Aida Ivette Dones				Residential	160
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
438-0311-001	1302-1304 S 60 ST	General Enterprise Properties LLC & c/o Prizm 1				Commercial	170
	Street Concrete Reconstruction	80.49	80.00 x Lin Ft	= \$	6,439.20	40.00 \$	2,575.68
	Reduction Code Longside						
	Assessed for 10' wrap onto W. Madison when S. 60 St. improved.						
	Driveway 7" Concrete Approach	8.04	104.00 x Sq Ft	= \$	836.16	100.00 \$	836.16
	Driveway 7" Concrete Approach	8.04	171.00 x Sq Ft	= \$	1,374.84	100.00 \$	1,374.84
						Total:	\$ 4,786.68

Property Type Summary

2	Commercial
15	Residential



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

Item Summary

	Total Quantity		Gross Total	Net Total
Driveway				
7" Concrete Approach				
Commercial	412.00	Sq Ft	\$3,312.48	\$3,312.48
Residential	526.50	Sq Ft	\$4,233.06	\$4,233.06
			<u>\$7,545.54</u>	<u>\$7,545.54</u>
Street				
Concrete Reconstruction				
Commercial	180.00	Lin Ft	\$14,488.20	\$5,795.28
Residential	743.98	Lin Ft	\$47,904.87	\$38,246.37
			<u>\$62,393.07</u>	<u>\$44,041.65</u>
Grand Totals			\$69,938.61	\$51,587.19



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Alderson Thomas G. Lajsic, Council President

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

Tuesday, February 1, 2022

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

Ald. Stefanski led the Pledge of Allegiance.

D. PUBLIC HEARINGS

1. [R-2022-0016](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of W. Lincoln Ave. from S. 91st St. to S. 93rd St. by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Sponsors: Public Works Committee

City Engineer Peter Daniels presented information on the schedule of proposed assessments.

Adopt

2. [R-2022-0036](#) Resolution to consider an amendment to the FY2016-FY2021 Community Development Block Grant Action Plans, relative to allocating \$30,000 of contingency funding to the FY2021 Community Development Block Grant Annual Plan for the creation of a new Blight Clearance and Demolition activity.

Sponsors: Administration and Finance Committee

Planning and Zoning Manager Steve Schaer presented information on the Community Development Block Grant amendment.

E. CITIZEN PARTICIPATION

None.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

Mayor Devine announced that the following Standing Committees would meet during recess: Administration & Finance, Public Works, Safety & Development, License & Health, and Advisory.

G. MAYOR'S REPORT

None.

H. ALDERPERSON'S REPORT

Ald. Stefanski thanked everyone for the beautiful flowers and their condolences.

Ald. Tenorio announced Kegel's Inn is hosting the events at Liberty Heights on Tuesdays and Thursdays from 3:30p.m. to 6:30p.m.until March 3, 2022.

I. APPROVAL OF MINUTES

- 3. [2022-0212](#) January 11, 2022 Draft Common Council Minutes.

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

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Consent Vote

Ald. Lajsic moved to approve all the actions on items #4 - #19 on a consent vote, motion carried by roll call vote:

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

No: 0

- 4. [R-2022-0058](#) Resolution authorizing the Manager of Planning and Zoning to enter into a professional services agreement with Community Planning and Development Advisors, LLC.

Sponsors: Administration and Finance Committee

Adopted

5. [R-2022-0059](#) Resolution accepting work of LaLonde Contractors, Inc. for street construction in S. 94th St. from W. Greenfield Ave. to W. Orchard Street, S. 96th St. from W. Greenfield Ave. to W. Lapham St. and S. 97th St. from W. Greenfield Ave. to W. Lapham St. and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 8 for final payment in the amount of \$600.

Sponsors: Public Works Committee

Adopted

6. [R-2022-0060](#) Resolution accepting work of LaLonde Contractors, Inc. for street construction in W. Lakefield Ave. from E/O S. 119th St. to S. 122nd St. and W. Euclid Ave. from S. 119th St. to S. Villa Ct. and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 5 for final payment in the amount of \$500.

Sponsors: Public Works Committee

Adopted

7. [R-2022-0061](#) Resolution accepting work of LaLonde Contractors, Inc. for street construction in S. 58th St. from W. Beloit Rd. to W. Mobile St. and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 4 for final payment in the amount of \$100.

Sponsors: Public Works Committee

Adopted

8. [R-2022-0062](#) Resolution accepting work of LaLonde Contractors, Inc. for street construction in W. Grant St. from S. 60th St. to W. Beloit Rd. and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 1 for final payment in the amount of \$250.

Sponsors: Public Works Committee

Adopted

9. [R-2022-0063](#) Resolution accepting work of Visu-Sewer, Inc. for sanitary sewer lining, spot lining and grouting in various locations and authorizing and directing settlement of said contract in accordance with contract terms of 2020 Project No. 1 for final payment in the amount of \$7,801.48.

Sponsors: Public Works Committee

Adopted

10. [R-2022-0067](#) Resolution relating to authorizing the execution of a contract with American Fidelity for Stop Loss Coverage for the plan year from March 1, 2022, to February 28, 2023.

Adopted

11. [R-2022-0069](#) Resolution relative to extending our contract with CliftonLarsonAllen, (Previously DBA Schenck, SC) to provide Financial Auditing Services, for the year ending December 31, 2021, for a sum of \$55,700.
- Sponsors:** Alderperson Haass
- Adopted**
12. [R-2022-0088](#) Resolution to accept the proposals of various nurseries for furnishing and delivering 612 trees for spring planting for a total net sum of \$57,055 and 7,963 annual flowers at \$5,375.50.
- Sponsors:** Public Works Committee
- Adopted**
13. [2022-0213](#) Communication from Assistant Fire Chief requesting approval to accept a Bureau of Justice (BJA) Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant.
- Placed on File**
14. [2022-0100](#) New application for secondhand article dealer for Gustavo Lorenzo d/b/a Segunda Thrift Store, 7419 W. Becher Street.
- Approved**
15. [2022-0104](#) Finance Director/Comptroller submitting report for December 2021 indicating City of West Allis checks issued in the amount of \$3,323,332.11.
- Placed on File**
16. [2022-0105](#) December 2021 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$64,486.92 .
- Placed on File**
17. [2022-0111](#) Claim by John Huber, Jr., Karen Bloom, and John Huber, Jr. as personal representative of Estate of Anthony Huber, regarding multiple state law claims against the City of West Allis and as yet unknown employees or former employees of the West Allis Police Department who were involved in the events resulting in Anthony Huber's death on August 25, 2020.
- Referred to City Attorney**
18. [2022-0112](#) Claim by Sarandos LLC for excessive assessment for parcel 450-9953-001, 9633 W. Greenfield Avenue.
- Referred to City Attorney**
19. [2022-0113](#) Claim by Sarandos LLC for excessive assessment for parcel 450-9951-001, 9617 W. Greenfield Avenue.
- Referred to City Attorney**

L. COMMON COUNCIL RECESS

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

The Council recessed at 7:18 p.m. and returned at 8:33 p.m.

Roll Call was taken and the following were present:

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

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

Passed The Block Vote

Ald. Haass moved to approve all the actions on items #20 - #23, #25 and #27 on a block vote, motion carried by roll call vote:

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

No: 0

- 20. [R-2022-0036](#) Resolution to consider an amendment to the FY2016-FY2021 Community Development Block Grant Action Plans, relative to allocating \$30,000 of contingency funding to the FY2021 Community Development Block Grant Annual Plan for the creation of a new Blight Clearance and Demolition activity.

Sponsors: Administration and Finance Committee

Committee Action:

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

Council Action: Adopted

- 21. [O-2022-0036](#) Ordinance to amend the City of West Allis salary schedule relating to temporary labor market adjustments for certain positions in the Department of Public Works.

Committee Action:

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

Council Action: Adopted

22. [R-2022-0085](#) Resolution to amend Policy No. 1424 relating to a temporary market adjustment to the Incentive Refuse Task Rate.
- Sponsors:** Alderperson Haass
- Committee Action:**
Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.
- Council Action: Adopted**
23. [R-2022-0039](#) Resolution approving the terms and conditions for an Economic Development Loan to National Properties LLC, located at 9242 W. National Avenue, under the National Avenue Commercial Corridor InStore Forgivable Loan Program in an amount up to \$50,000.
- Sponsors:** Administration and Finance Committee
- Committee Action:**
Ald. Lajsic moved to adopt, Ald. Tenorio seconded, motion carried.
- Council Action: Adopted**
25. [R-2022-0052](#) Grant application for \$250,000 from the Wisconsin Economic Development Corporation Community Development Investment Grant Program for Walter Holtz for the redevelopment of the property located at 7140 W. Greenfield Avenue.
- Sponsors:** Administration and Finance Committee
- Committee Action:**
Ald. Weigel moved to adopt, Ald. Tenorio seconded, motion carried.
- Council Action: Adopted**
27. [R-2022-0056](#) Resolution approving the terms and conditions for an Economic Development Forgivable Loan to Rupena's Fine Foods, located at 7641 W. Beloit Road, in the amount not to exceed \$100,000 funded with CDBG-CV2 funds.
- Sponsors:** Administration and Finance Committee
- Committee Action:**
Ald. Lajsic moved to adopt, Ald. Kuehn seconded, motion carried.
- Council Action: Adopted**

24. [R-2022-0042](#) Resolution approving the terms and conditions for an Economic Development Loan to Mike 7, LLC d/b/a 4th-N-Long, located at 8911 W. National Avenue, under the National Avenue Commercial Corridor InStore Forgivable Loan Program in an amount up to \$58,500.

Sponsors: Administration and Finance Committee

Committee Action:

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

Council Action:

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

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

No: 1 - Roadt

26. [R-2022-0053](#) Resolution approving the terms and conditions for an Economic Development Forgivable Loan to Lincoln Hospitality Group, LLC, the Holiday Inn Express & Suites, located at 10111 W. Lincoln Avenue, in the amount not to exceed \$120,000 funded with CDBG-CV2 funds.

Sponsors: Administration and Finance Committee

Committee Action:

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

Council Action:

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

Aye: 8 - Grisham, Haass, Kuehn, Lajsic, Reinke, Tenorio, Vitale, and Weigel

No: 2 - Roadt, and Stefanski

28. [R-2022-0075](#) Resolution to consider funding \$52,585 in small business assistance grants fund with CDBG-CV grant funds.

Sponsors: Administration and Finance Committee

Committee Action:

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

Committee Action:

Recess meeting adjourned at 7:32 p.m.

Council Action:

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

Aye: 9 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel

No: 0

Abstain: 1 - Grisham

PUBLIC WORKS COMMITTEE

Passed The Block Vote

Ald. Roadt moved to approve all the actions on items #29 - #36 on a block vote, motion carried by roll call vote:

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

No: 0

- 29. [R-2022-0016](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of W. Lincoln Ave. from S. 91st St. to S. 93rd St. by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

- 30. [R-2022-0017](#) Final Resolution authorizing public improvement by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in W. Lincoln Ave. from S. 91st St. to S. 93rd St. and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

- 31. [R-2022-0057](#) Resolution relative to the Notice of Hearing for the vacation and discontinuance of a portion of public right of way north of W. National Ave. and southwest of S. Waukesha Rd. requested by David Schneck and Joan Sternweis.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

32. [R-2022-0068](#) Resolution to authorize the purchase of WINCAN Software Lease for a sum of \$15,695.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

33. [R-2022-0021](#) Resolution to facilitate the purchase of 420 96-gallon and 200 64-gallon garbage carts in the amount of \$34,662.40 to support the 2022 Quality of Life Focus Initiative for the standardization of garbage carts for one, two, three family residential dwelling units.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

34. [2022-0156](#) Status of the Mayor’s initiative for standardizing refuse carts.

Committee Action: Place on File

Council Action: Placed on File

Ald. Stefanski moved to recess at 7:33 p.m., Ald. Grisham seconded, motion carried.

Committee reconvened at 7:58 p.m. to discuss item #35.

35. [2022-0157](#) Status of Garbage and Recycling Pilot Program.

Committee Action: Place on File

Committee Action:

Ald. Stefanski moved to adjourn at 8:17 p.m., Ald. Grisham seconded, motion carried.

Council Action: Placed on File

SAFETY & DEVELOPMENT COMMITTEE

- 36. [R-2022-0090](#) Resolution seeking enhanced legislation and enforcement on firework distributors.

Sponsors: Safety and Development Committee

Committee Action:

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

Council Action:

Ald. Lajsic moved to approve item #36 on a block vote, motion carried by roll call vote:

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

No: 0

LICENSE & HEALTH COMMITTEE

Passed The Block Vote

Ald. Vitale moved to approve all the actions on items #37 - #44 on a block vote, motion carried by roll call vote:

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

No: 0

- 37. [2021-0485](#) Notice of Non-Renewal of the Class B Liquor & Malt Licenses for R&K Entertainment Enterprises, LLC, d/b/a Slurp-N-Burp Fun Bar, Robert Lucas, Agent at 1454 S. 92 St.

Committee Action:

Ald. Grisham moved to hold this item pending license surrender by Monday, February 14, 2022, Ald. Reinke seconded, motion carried.

Council Action: Held

- 38. [2022-0122](#) New Class B Tavern License and Public Entertainment Premise Permit for EKC Investments, d/b/a Kane’s Bar & Grill, 6922 W. Orchard Street, West Allis, WI 53214; Agent: Edward Jones. Public Entertainment Premise Permit to include juke box, DJ, bands, karaoke, patrons dancing, instrumental music, concerts, pool tables and amusement machines.

Committee Action:

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

Council Action: Approved

39. [2022-0026](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Angela Crisci.
- Committee Action:**
Ald. Roadt moved to deny due to the second non-appearance, Ald. Stefnaski seconded, motion carried.
- Council Action: Denied**
40. [2022-0052](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Adrian Rodriguez.
- Committee Action:**
Ald. Stefanski moved to deny due to the second non-appearance, Ald. Grisham seconded, motion carried.
- Council Action: Denied**
41. [2022-0173](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Zakery VanderLinden.
- Committee Action:**
Ald. Grisham moved to hold to the next meeting per applicant's request, Ald. Stefanski seconded, motion carried.
- Council Action: Held**
42. [2022-0174](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Shawn Murphy.
- Committee Action:**
Ald. Vitale moved to deny due to the circumstances of the offense(s) 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, Ald. Reinke seconded, motion carried.
- Council Action: Denied**
43. [2022-0101](#) December 2021 Police Department tavern violations/calls for service report.
- Committee Action:**
Ald. Stefanski moved to Place on File, Ald. Grisham seconded, motion carried.
- Council Action: Placed on File**
44. [2022-0184](#) Communication regarding environmental nuisance prevention & control efforts.
- Committee Action:**
Ald. Stefanski moved to Place on File, Ald. Grisham seconded, motion carried.
- Ald. Stefanski moved to adjourn at 7:58 p.m., Ald. Grisham seconded, motion carried.
- Council Action: Placed on File**

ADVISORY COMMITTEE

Passed The Block Vote

Ald. Reinke moved to approve all the actions on items #45 - #48 on a block vote, motion carried by roll call vote:

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

No: 0

- 45. [R-2022-0012](#) Resolution establishing polling places for elections.

Committee Action:

Ald. Grisham moved to hold this item, Ald. Stefanski seconded, motion carried.

Council Action: Held

- 46. [R-2022-0081](#) Resolution urging the Wisconsin State Legislature to reject Assembly Bill 610, which shifts tax burdens to homeowners to the benefit of commercial property owners.

Committee Action:

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

Council Action: Adopted

- 47. [2022-0192](#) Re-Appointment by Mayor Devine of himself, Ald. Weigel and Administrator/Clerk Rebecca Grill to the Tourism Commission with a two-year term to expire February 1, 2024.

Committee Action:

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

Council Action: Approved

- 48. [2022-0196](#) Re-Appointment by Mayor Devine of Robin Kidd, Mary Johnson, Judy Hutto and Christina Lund to the Public Beautification Committee with a two-year term to expire February 1, 2024.

Committee Action:

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

Committee Action:

Ald. Grisham moved to adjourn at 8:29 p.m., Ald. Stefanski seconded, motion carried.

Council Action: Approved

N. ADJOURNMENT

Ald. Lajsic moved to adjourn at 8:47 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is February 17, 2022 at 7:00 p.m.

YouTube Meeting Links for February 1, 2022:

Common Council Part 1

https://www.youtube.com/watch?v=u3AQp_c-570

Recess - Administration & Finance / Safety & Development

https://www.youtube.com/watch?v=U_9IFVTnnug

Recess - License & Health, Public Works & Advisory

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

Common Council Part 2

<https://www.youtube.com/watch?v=2lrBDwWkwZ0>



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis Meeting Minutes Common Council

Mayor Dan Devine, Chair

Alderson Thomas G. Lajsic, Council President

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

Thursday, February 17, 2022

7:03 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:03 p.m.

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

Ald. Tenorio led the Pledge of Allegiance.

G. MAYOR'S REPORT

Mayor Devine led the Miss West Allis presentation.

D. PUBLIC HEARINGS

PUBLIC HEARING #1:

1. [R-2022-0086](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of S. 77th St. from W. Hicks St. to W. Becher St., W. Washington St. from S. 84th St. to S. 86th St. and W. Mitchell St. from S. 92nd St. to S. 96th St. by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Sponsors: Public Works Committee

City Engineer Peter Daniels was present to discuss the proposed assessments.

PUBLIC HEARING #2:

- 2. [R-2022-0104](#) Resolution to approve an amendment to the FY 2016-FY 2021 Annual Plan of the Community Development Block Grant Program, relative to allocating \$200,000 of contingency funding to the FY 2021 Community Development Block Grant Annual Plan for the creation of a new Street Lighting and Pedestrian Improvement Activity.

Sponsors: Administration and Finance Committee

Planning and Zoning Manager Steve Schaer was present to discuss the Community Block Grant Program.

PUBLIC HEARING #3:

- 3. [R-2022-0029](#) Resolution relative to determination of an Application for a Special Use Permit for a restaurant use to be located at 7629 W. Greenfield Avenue.

Sponsors: Safety and Development Committee

Planning and Zoning Manager Steve Schaer was present to discuss a Special Use Permit for a restaurant to be located at 7629 W. Greenfield Ave.

E. CITIZEN PARTICIPATION

None.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

Mayor Devine announced that the following Standing Committees would meet during recess: Administration & Finance, Public Works, Safety & Development, License & Health, and Advisory.

H. ALDERPERSON'S REPORT

Ald. Kuehn spoke about the PTA at Central High School.

I. APPROVAL OF PREVIOUS MINUTES

None.

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Consent Vote

Ald. Lajsic moved to approve all the actions on items #4 - #7 and #10 - #25 on a consent vote, Ald. Kuehn seconded, motion carried by roll call vote:

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

No: 0

-
4. [R-2022-0092](#) Resolution Granting a Privilege for Encroachment (Major) to New Owner BT Enterprises LLC WA for property located at 7335 W. Greenfield Ave. (Tax Key No. 453-0118-000).
- Sponsors:** Public Works Committee
- Adopted**
5. [R-2022-0099](#) Resolution authorizing the purchase of five (5) 2022 AWD Ford Police Interceptor Utility SUV squad cars from National Auto Fleet Group and associated ancillary items, such as light bars, sirens, etc. from various vendors for a sum not to exceed \$286,000.
- Adopt**
6. [R-2022-0107](#) Resolution declaring the 13th Annual West Allis A la Carte scheduled for Sunday, June 5, 2022, from Noon to 5:00 p.m. as a Community Event.
- Sponsors:** Safety and Development Committee
- Adopted**
7. [2022-0287](#) Request from Downtown West Allis Business Improvement District to close Greenfield Avenue from 70th to 76th Street and the adjacent side streets, north and south to the alleys, be closed from the hours of 5:00 a.m. to 8:00 p.m. on Sunday, June 5, 2022; and requesting assistance from the City of West Allis for parking restrictions and the use of signs and supplies to ensure event safety; also requests additional police presence in the same area to monitor safety conditions for the 13th Annual West Allis A la Carte.
- Approved**
10. [2022-0219](#) Claim by NTWR Consulting on behalf of Association of Equipment Manufactures regarding alleged personal property excessive assessment for property located at 6737 W. Washington Street, Suite 2400, West Allis.
- Refer to City Attorney**
11. [2022-0283](#) Claim by Count Fuller regarding vehicle damage at the intersection of 92nd and Lincoln on December 28, 2021.
- Refer to City Attorney**
12. [2022-0291](#) Claim by Grace Orlando regarding vehicle damage at the intersection of 57th Street and Mitchell Avenue on December 6, 2021.
- Refer to City Attorney**
13. [2022-0292](#) Claim by Luann Iwen regarding vehicle damage at the intersection of 92nd and Rogers on February 8, 2022.
- Refer to City Attorney**
14. [2016-0066](#) Notice of Circumstances of Claim on behalf of Shannon Hajek relative to damages and injuries allegedly sustained at S. 62 St. and W. Orchard St. on December 28, 2015.
- Placed on File**

15. [2016-0298](#) State Farm Mutual Automobile Insurance Company Notice of Claim on behalf of Rochelle McCray regarding vehicle damages allegedly sustained at 1430 Six Point Crossing on December 29, 2015. Claim #49-803R-647.
Placed on File
16. [2021-1370](#) Claim by Hanover Insurance Group for Amy Moreno regarding vehicle damage at S. 56th Street on August 26, 2021.
Placed on File
17. [2021-1449](#) Claim by Davis & Pledl on behalf of Peter Pecharsky regarding Central Court procedures.
Placed on File
18. [2021-1054](#) Claim by State Farm on behalf of Robert Timmerman regarding vehicle damage at 108th Street and W. Hayes Avenue on June 11, 2021.
Placed on File
19. [2021-1158](#) Claim by Jose Alicea-Adams regarding vehicle damage at 1908 S. 71st Street, on September 28, 2021.
Denied
20. [2022-0034](#) Claim by Florine Hicks, regarding misinformation pertaining to constructing a residential fence and site compliance codes at 8711A W. Schlinger Avenue, on July 16, 2021.
Denied
21. [2021-1442](#) Claim by Mary Kasten for property damage at 1313 S. 76th Street on August 8, 2021.
Denied
22. [2021-0608](#) Claim by Jason Venisnik of V. Marchese regarding damage to vehicle at 6832 W. Becher St. on August 3, 2021.
Denied
23. [2021-0485](#) Notice of Non-Renewal of the Class B Liquor & Malt Licenses for R&K Entertainment Enterprises, LLC, d/b/a Slurp-N-Burp Fun Bar, Robert Lucas, Agent at 1454 S. 92 St.
Placed on File
24. [2022-0236](#) Finance Director/Comptroller submitting report for January 2022 indicating City of West Allis checks issued in the amount of \$2,607,408.65.
Placed on File
25. [2022-0238](#) January 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$90,113.30.
Placed on File

8. [R-2022-0121](#) Resolution declaring the Tour of America's Dairyland Bike Race scheduled for Tuesday, June 21, 2022 from 9:00 a.m. to 10:00 p.m. as a Community Event.

Sponsors: Safety and Development Committee

Ald. Kuehn moved to refer to the Safety & Development Committee, Ald. Tenorio seconded, motion carried.

9. [2022-0300](#) Request from Tour of America's Dairyland to close Becher St. east to 68th St., north to Burnham, west to 69th St., south to Rodgers, west to 71st St., south back to Becher St. and be closed from the hours of 9:00 a.m. to 10:00 p.m. on Tuesday, June 21, 2022; and requesting assistance from the City of West Allis for parking restrictions and the use of signs and supplies to ensure event safety; also requests additional police presence in the same area to monitor safety conditions for the Tour of America's Dairyland Bike Race.

Ald. Kuehn moved to refer to the Safety & Development Committee, Ald. Tenorio seconded, motion carried.

L. COMMON COUNCIL RECESS

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

The Council recessed at 7:29 p.m. and returned at 8:43 p.m.

Roll Call was taken and the following were present:

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

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

Passed The Block Vote

Ald. Haass moved to approve all the actions on items #26 - #29 on a block vote, motion carried by the following vote:

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

No: 0

Public Hearing Items (Administration & Finance Committee)

- 26. [R-2022-0104](#) Resolution to approve an amendment to the FY 2016-FY 2021 Annual Plan of the Community Development Block Grant Program, relative to allocating \$200,000 of contingency funding to the FY 2021 Community Development Block Grant Annual Plan for the creation of a new Street Lighting and Pedestrian Improvement Activity.

Sponsors: Administration and Finance Committee

Committee Action:

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

Council Action: Adopted

- 27. [R-2022-0102](#) Resolution to Update Fee Schedule - Fire Department fees for February 2022.

Sponsors: Alderperson Haass

Committee Action:

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

Council Action: Adopted

- 28. [2020-0763](#) Claim by Home Depot USA, Inc. regarding excessive assessments at 11071 W. National Ave. Case No. 2020CV004822.

Committee Action:

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

Council Action: Approved

- 29. [2019-0778](#) Summons and Complaint by Wilde Family Limited Partnership alleging excessive 2019 assessment of the property for 3185 S. 108th St. (Case 2019CV006923).

Committee Action:

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

Recess meeting adjourned at 7:51 p.m.

Council Action: Approved

PUBLIC WORKS COMMITTEE

Passed The Block Vote

Ald. Roadt moved to approve all the actions on items #30 - #33 on a block vote, motion carried by the following vote:

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

No: 0

Public Hearing Items (Public Works Committee)

30. [R-2022-0086](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of S. 77th St. from W. Hicks St. to W. Becher St., W. Washington St. from S. 84th St. to S. 86th St. and W. Mitchell St. from S. 92nd St. to S. 96th St. by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

31. [O-2022-0038](#) Ordinance to create major and minor snow emergencies and establish regulations for each.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Committee Action:

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

Council Action: Passed

32. [R-2022-0087](#) Final Resolution authorizing public improvement by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in S. 77th St. from W. Hicks St. to W. Becher St., W. Washington St. from S. 84th St. to S. 86th St. and W. Mitchell St. from S. 92nd St. to S. 96th St. and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

- 33. [R-2022-0103](#) Resolution authorizing the Director of Public Works to sign an Agreement for Professional Services with Short Elliott Hendrickson Inc. (SEH) for Engineering Consulting Services related to updating cellular equipment on various projects associated with both the 116th and 84th St. water towers.

Sponsors: Public Works Committee

Committee Action:

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

Ald. Stefanski moved to adjourn at 8:12 p.m., Ald. Grisham seconded, motion carried.

Council Action: Adopted

SAFETY & DEVELOPMENT COMMITTEE

Passed The Block Vote

Ald. Lajsic moved to approve all the actions on items #8 - #9 and #34 on a block vote, motion carried by the following vote:

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

No: 0

Public Hearing Items (Safety & Development Committee)

- 8. [R-2022-0121](#) Resolution declaring the Tour of America’s Dairyland Bike Race scheduled for Tuesday, June 21, 2022 from 9:00 a.m. to 10:00 p.m. as a Community Event.

Sponsors: Safety and Development Committee

Committee Action:

Ald. Kuehn moved to approve, Ald. Tenorio seconded, motion carried.

Council Action: Approved

- 9. [2022-0300](#) Request from Tour of America’s Dairyland to close Becher St. east to 68th St., north to Burnham, west to 69th St., south to Rodgers, west to 71st St., south back to Becher St. and be closed from the hours of 9:00 a.m. to 10:00 p.m. on Tuesday, June 21, 2022; and requesting assistance from the City of West Allis for parking restrictions and the use of signs and supplies to ensure event safety; also requests additional police presence in the same area to monitor safety conditions for the Tour of America’s Dairyland Bike Race.

Committee Action:

Ald. Kuehn moved to approve, Ald. Tenorio seconded, motion carried.

Council Action: Approved

- 34. [R-2022-0029](#) Resolution relative to determination of an Application for a Special Use Permit for a restaurant use to be located at 7629 W. Greenfield Avenue.

Sponsors: Safety and Development Committee

Committee Action:

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

Recess meeting adjourned at 8:12 p.m.

Council Action: Adopted

LICENSE & HEALTH COMMITTEE

Passed The Block Vote

Ald. Vitale moved to approve all the actions on items #35 and #37 - #41 on a block vote, motion carried by the following vote:

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

No: 0

- 35. [2022-0132](#) New Class B Tavern License and Public Entertainment Premise Permit for 6139 Beloit Tavern, LLC, d/b/a Cherry Bomb, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates. Public Entertainment Premise Permit to include juke box, DJ, bands, karaoke, patrons dancing, instrumental music, pool table and amusement machines. (ALC-22-2)

Committee Action:

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

Council Action: Held

- 37. [2022-0288](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Ricky Adame Jr. (BART-22)

Committee Action:

Ald. Stefanski moved to hold, Ald. Reinke seconded, motion carried.

Council Action: Held

- 38. [2022-0289](#) 2021-2022 New Adult-Oriented Establishment Operator's License application for Penny Banach.

Committee Action:

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

Council Action: Approved

39. [2022-0290](#) 2021-2022 New Adult-Oriented Establishment Operator's License application for Gavin Laitinen.
- Committee Action:**
Ald. Grisham moved to approve, Ald. Reinke seconded, motion carried.
- Council Action: Approved**
40. [2022-0293](#) New application for secondhand article dealer for Derek Beyer d/b/a Lush Life Collectibles, 2075 S. 81st Street.
- Committee Action:**
Ald. Reinke moved to approve, Ald. Stefanski seconded, motion carried.
- Council Action: Approved**
41. [2022-0276](#) January 2022 Police Department tavern violations/calls for service report.
- Committee Action:**
Ald. Reinke moved to place on file, Ald. Stefanski seconded, motion carried.
- Ald. Grisham moved to adjourn at 8:30 p.m., Ald. Reinke seconded, motion carried.
- Council Action: Placed on File**
36. [2022-0173](#) 2021-2023 New Operator's License (Bartender/Class D Operator) application for Zakery VanderLinden. (BART-11)
- Committee Action:**
Ald. Roadt moved to deny, Ald. Stefanski seconded, motion carried.
- Council Action: Referred back to License & Health Committee**
- Aye:** 4 - Haass, Reinke, Roadt, and Stefanski
- No:** 6 - Grisham, Kuehn, Lajsic, Tenorio, Vitale, and Weigel
- Ald. Lajsic moved to refer this matter back to the License & Health Committee, Ald. Weigel seconded, motion carried.**
- Aye:** 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- No:** 0

ADVISORY COMMITTEE

Passed The Block Vote

Ald. Reinke moved to approve all the actions on items #42 and #43 on a block vote, motion carried by the following vote:

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

No: 0

42. [2022-0294](#) Reappointment by Mayor Devine of Allison Lancione and Linda Grulke to the West Allis Board of Health, with a two-year term to expire February 17, 2024.

Committee Action:

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

Council Action: Approved

43. [R-2022-0012](#) Resolution establishing polling places for elections.

Committee Action:

Ald. Stefanski moved to adopt Option 1, Ald. Grisham seconded, motion carried.

Ald. Stefanski moved to adjourn at 8:37 p.m., Ald. Grisham seconded, motion carried.

Council Action: Adopted

N. ADJOURNMENT

Ald. Stefanski moved to adjourn at 8:52 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is March 1, 2022 at 7:00 p.m.

YouTube Meeting Links for February 17, 2022:

Common Council Part 1 of First Half

https://www.youtube.com/watch?v=VXUKBgbA6_g

Common Council Part 2 of First Half

<https://www.youtube.com/watch?v=7itlehy7rko>

Common Council Second Half & Conclusion

https://www.youtube.com/watch?v=quH7_9WKULA

Recess - Administration & Finance / Safety & Development

<https://www.youtube.com/watch?v=l8twJbp-3zQ>

Recess - License & Health, Public Works & Advisory

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



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.



Dan Devine
Mayor
ddevine@westalliswi.gov
414.302.8290

February 24, 2022

Honorable Members of the Common Council:

Pursuant to Wis. Stat. s. 62.09(8)(c), I am vetoing Ordinance O-2022-0038. As a result of this veto, I am required to file my objections with the clerk.

The resolution admirably aims to simplify the parking regulations during snow emergencies. However, after discussions with Chief Mitchell and City Attorney Decker, I believe this resolution creates unintended situations that fall away from the intent of the new parking regulations.

As written, the new ordinance restricts parking between December 1 and March 31, between 10:00pm and 3:00pm, by limiting parking on the even or odd side of every street in the City of West Allis. Thus, half of the street parking available in the city would be unavailable during the bulk of regular business hours (until 3pm) with or without snow on the ground. This would affect many businesses in the City that rely upon street parking, as well as their customers (especially on certain main thoroughfares where off-street parking may be more limited). I see this as an impediment to access to our business community. For example, an even date on Becher Street means nobody could park in front of the Cheese and Sausage Shoppe until 3:00pm. Additionally, bus stops may create a situation where there is no parking on either side of the street.

While timely snow removal is essential and I support any legislation that focuses on that, I feel the occasional benefit this particular ordinance provides during snow falls is not enough to outweigh the negative impact it will have on our restaurants, doctor offices, shops and essentially any entity that relies on street parking during one-third of the year.

As a result of this veto, this item will be presented to the council at its next meeting. I'd encourage the council to continue looking at this issue and adopt any changes that focus on snow removal without the negative impacts I describe in this veto. Thank you for your consideration.

Dan Devine
Mayor

**CITY OF WEST ALLIS
ORDINANCE O-2022-0038**

**ORDINANCE TO CREATE MAJOR AND MINOR SNOW EMERGENCIES AND
ESTABLISH REGULATIONS FOR EACH**

AMENDING SECTION 10.11

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

SECTION 1: **AMENDMENT** “10.11 Snow Emergency Regulations” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

10.11 Snow Emergency Regulations

1. Declaration of Emergency.
 - a. Major Snow Emergency. At any time, ~~When, in the opinion of~~ the Director of Public Works may declare a major snow emergency when actual or predicted; snowfall accumulation on streets of at least 3 inches jeopardizes the public safety and welfare of the City, the Director may declare a snow emergency. This declaration shall be publicized through radio, television, internet, text message, or other means of public communication deemed appropriate by the Director.
 - b. Public Notice of Major Snow Emergency. When the Director declares a major snow emergency, the declaration shall clearly state the commencement date and expiration dates ~~and times of the snow emergency~~. The declaration may be effective no sooner than 1 hour after publicizing the declaration in accordance with this section. ~~The Director shall cause the declaration to expire at 3:00 p.m. on a date that allows the Director to clear both sides of the street after snow stops accumulating.~~
 - c. Minor Snow Emergency. From December 1 to March 31, the common council declares a minor snow emergency.
2. Major Snow Emergency Regulations.
 - a. Emergency Thoroughfares. No person shall park or leave unattended any vehicle of any kind or description upon any emergency thoroughfare during a declared major snow emergency except where permitted by posted signs authorized by the Common Council. Such signs shall state “Parking Permitted Between Signs During Snow Emergency” or words of similar effect and shall be posted so as to give reasonable notice of the permitted zone. All vehicles parked in violation of this subsection shall be promptly removed from such

emergency thoroughfares immediately at the time when the declared major snow emergency takes effect.

Emergency thoroughfares shall consist of the major traffic, mass transit and emergency vehicle routes in the City of West Allis as follows: **[Ord. 6133, 11/1/1994; Ord. O-2014-0077, 11/18/2014]**

S. 60 St. from S.C.L. to N.C.L. S. 66 St. from W. National Ave. to W. Burnham St. S. 67 Pl. From W. Beloit Rd. to W. Rogers St. S. 68 St. from S.C.L. (S. of W. Arthur Ave.) to W. National Ave. S. 69 St. from W. Becher St. to W. Lincoln Ave. S. 70 St. from W. Mitchell St. to N.C.L. S. 76 St. from N.C.L. (N. of W. Pierce St.) to W. Oklahoma Ave. S. 81 St. from W. Greenfield Ave. to W. National Ave. S. 84 St. from W. Oklahoma Ave. to W. Schlinger Ave. S. 88 St. from W. Lincoln Ave. to 500 ft. S. of W. Lincoln Ave. S. 90 St. & W. Hayes Ave. from W. Lincoln Ave. to S. 92 St. (Includes Hospital Emergency Intersection) S. 92 St. from W. Oklahoma Ave. to N.C.L. S. 100 St. from W. Madison Pl. to W. Schlinger Ave. S. 101 St. from W. Madison Pl. to W. Greenfield Ave. S. 108 St. from N.C.L. to W. Morgan Ave. S. 113 St. from W. Greenfield Ave. to W. Lapham St. S. 116 St. from W. Lincoln Ave. to S. Curtis Rd. S. 124 St. from N.C.L. to W. Morgan Ave. W. Becher St. from S. 67 Pl. to dead end west of S. 99 St. W. Becher Pl. from W. Burnham St. to S. 67 Pl. W. Beloit Rd. from E.C.L. to W. Oklahoma Ave. W. Burnham St. from E.C.L. to S. 66 St. W. Cleveland Ave. from S. 84 St. to S. 124 St. S. Curtis Rd. from S. 116 St. to N.C.L. (W. Fairview Ave.) W. Electric Ave. from W. Lincoln Ave. to E.C.L. W. Greenfield Ave. from S. 56 St. to S. 124 St. W. Lapham St. from S. 108 St. to S. 113 St. W. Lincoln Ave. from E.C.L. to S. 124 St. W. Madison Pl. from S. 100 St. to 101 St. W. Mitchell St. from E.C.L. to S. 71 St. W. National Ave. from E.C.L. to S. 124 St. W. Oklahoma Ave. from E.C.L. to S. 116 St. W. Schlinger Ave. from S. 100 St. to S. 84 St. W. Theodore Trecker Way from S. 116 St. to S. 108 St.

b. (Reserved)

Editor's Note: Former Subsection (b), Other Streets, was repealed 10-1-2013 by Ord. No. O-2013-0038.

3. ~~Other Restrictions~~ Major and Minor Snow Emergency Regulations:

- a. Snow emergency regulations shall supersede all other overnight parking regulations for the duration of the snow emergency only.
- b. By 10:00 p.m. of each day during a major or minor snow emergency, all vehicles shall park on the side of the street of the street that has even-numbered addresses if it is an even-numbered calendar date or on the side that has odd-numbered addresses if it is an odd-numbered calendar date. Vehicles shall continue to park on that ~~parked on the opposite~~ side of the street until 3:00 p.m. on the following day.
- c. Parking shall be permitted as set forth herein, provided that no other regulations restricting parking as to time, place or manner are violated.
- d. When, in the opinion of the Director of Public Works, snow accumulation on

any City street is such that the removal of snow from along the curb becomes necessary or that the movement of vehicular traffic becomes severely impeded because of parked vehicles, the Director is empowered to prohibit the parking of vehicles upon such street or municipal parking lots through the posting of TEMPORARY NO PARKING signs until conditions permit. ~~{Ord. O-2016-0057, 12/6/2016}~~

e. Any vehicle parked in violation of this section may be removed, pursuant to Section 10.03(3) of this Code.

~~{Ord. 6050 (delete 10.115), 11/2/1993}~~

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

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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

Original Alcohol Beverage Retail License Application

For the license period beginning 07/01/2021 ending 06/30/2022

To the governing body of the City of West Allis County of Milwaukee

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Complete A or B. All must complete C.

*All WI residents listed below will have a record check conducted. Please include that in your fees.
 **An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>87-4359498</u>	
TYPE OF LICENSE REQUESTED	FEE
Class A beer	\$
Class B beer	\$ 200
Class C wine	\$ 100
Class A liquor	\$ 100
Class A liquor (cider only)	\$ 500
Class B liquor	\$
Reserve Class B liquor	\$ 500
Publication fee	\$
Record Checks (\$16 ea.)	\$
TOTAL LIQUOR FEES	\$ 15

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

6139 BELLOIT TAVERN LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Stamates</u>	(First) <u>Jay</u>	(Middle Name) <u>Kelcey</u>	Home Address (Street, City or Post Office, & Zip Code) <u>702 S 2nd ST MILWAUKEE WI 53204</u>
	Phone Number <u>414 405-4656</u>	Email Address <u>stamates711@yahoo.com</u>	WIDL# <u>S353-4317-3054-08</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Date of Birth	Phone Number	Email Address	WIDL#

1. Trade Name CHERRY BOMB Business Phone Number 414-405-4656

2. Address of Premises 6139 Beloit Road Post Office & Zip Code 53219

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
1rst floor storage & sale/bk behind bar
Basement storage only

RECEIVED
 JAN 18 2022

RECEIPTS ARE KEPT:

CITY OF WEST ALLIS
 CITY CLERK

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? (d.b.a. DINGERS) VICTORY HOSPITALITY GROUP LLC



LICENSE INFORMATION SHEET
ALCOHOL BEVERAGE LICENSES

FORM
ALC-INFO
 10/21

REMINDERS


- All sections of your application must be completed including your current WI Tax Registration Certificate (also known as a Sellers Permit) and FEIN numbers.
- You **MUST** submit a copy of your current Wisconsin Business Tax Registration Certificate with your application. The certificate must have the expiration date on it.
- Please be as specific as possible when describing your premise. You must indicate the portion of the building or buildings where alcohol beverages are to be stored, sold/consumed and where the liquor receipts are kept. This information is printed on your license. Alcohol beverages may be stored sold/consumed only on the premises described.
- When signing the applications: the individual, partner, officer of the corporation or manager/member of the LLC must sign the application. Be sure to include the full name, address, date of birth and driver's license number for each WI resident listed as a part of the Partnership/Corporation/LLC.

LICENSING FEES

CLASS B TAVERN	CLASS A LIQUOR	CLASS A BEER	CLASS B BEER	CLASS C WINE
<i>Prorated After Renewal Period Begins</i>		<i>No Proration.</i>		
August	\$550	\$600	\$200	\$100 <i>*This is included with Class B Tavern fee</i>
September	\$500	\$550		
October	\$450	\$500		
November	\$400	\$450		
December - June	\$350	\$400		
Publication Fee	\$15 required fee at the time of application			
Background Check Fee	\$16 for every WI resident listed as a part of the Partnership/Corporation/LLC <i>Required with Class A, B & C license applications for: individual owner; partners; and agent & E-Smoking apps.</i>			
Cigarette License Fee	\$100	Electronic Smoking Device Sales (Vape) Fee		\$100
Public Entertainment Premises Fee Structure				
Public Entertainment Premises Standard Fee		\$500		
Reduced Fee for premises with legal capacity of 400-499		\$350		
Reduced Fee for premises with legal capacity of 300-399		\$275		
Reduced Fee for premises with legal capacity of 200-299		\$200		
Reduced Fee for premises with legal capacity of 100-199		\$150		
Reduced Fee for premises with legal capacity of 76-99		\$125		
Reduced Fee for premises with legal capacity of 26-75		\$100		
Reduced Fee for premises with legal capacity of 25 or fewer		\$ 75		

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date Jan 11, 2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
1. 700 CLUB LLC | 700 S 2nd St, MKE WI 53204 | 100% owner AGENT
 2. 1754 FRANKLIN BAR LLC | 1754 N Franklin Pl, MKE WI 53202 | 51% owner
 3. 746 JAMES LOVELL BAR LLC | 746 James Lovell, MKE WI 53233 | 51% owner
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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 signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Stamates, Jay K.</u>	Title/Member <u>Member</u>	Date <u>1.11.2022</u>
Signature 	Phone Number <u>414-405-4656</u>	Email Address <u>stamates711@yahoo.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	RECEIVED JAN 18 2022 CITY OF WEST ALLIS CITY CLERK

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Stamates		Jay		Kelcey	
Home Address (street/route)		Post Office	City	State	Zip Code
702 S 2nd St			Milwaukee	WI	53204
Home Phone Number				Place of Birth	
414.405.4656				MILWAUKEE	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member of 6139 BELoit TAVERN LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 19 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
Fleeing An Officer, Washington County Court | 1996 | \$1000 Fine
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. see ADDENDUM A
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

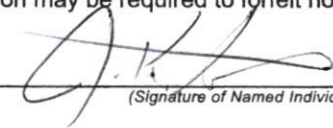
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
STANDARD	1754 N Franklin Pl MKE WI	2011	Present
SABBATIC	700 S 2nd St, MKE WI	2009	Present

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK


(Signature of Named Individual)

Addendum A.

Jay Stamates's interest in other Class B establishments;

1. 700 CLUB LLC (Sabbatic)
700 S 2nd Street, Milwaukee WI 53204
Ownership 100%
Class B Agent license holder
2. 1754 NFRANKLINBAR LLC (The Standard Tavern)
1754 N Franklin Pl, Milwaukee WI 53202
Ownership 51%
3. 746 JAMESLOVELLBAR LLC (Stellas Cocktail Dive)
746 James Lovell Road, Milwaukee WI 53233

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of WEST ALLIS County of MILWAUKEE
 City

The undersigned duly authorized officer/member/manager of 6139 BELOIT TAVERN LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as CHERRY BOMB
(Trade Name)

located at 6139 Beloit ROAD, WEST ALLIS WI 53219

appoints Jay K. Stamates
(Name of Appointed Agent)

702 S 2nd ST, MIKE WI 53204
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
See Addendum A

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 19 years

Place of residence last year 702 S 2nd ST, MKE WI 53204

For: 6139 BELOIT TAVERN LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jay Kelcey Stamates, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1.11.2022 Agent's age
(Signature of Agent) (Date)

702 S 2nd ST MKE WI 53204 Date of birth
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointment.
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Approved on by Title 8 2022
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



APPLICATION

ALCOHOL BEVERAGE LICENSE PLAN OF OPERATION

**FORM
ALPLANOP
09/21**

Applicant Information

Legal Entity Name (If Corporation or LLC)

6139 BELOIT TAVERN LLC

Business Address

6139 Beloit Road West Allis WI 53219

Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

80

Please attach a copy of your Occupancy Load approval letter or a picture of the placard issued by the Fire Department

Parking

List the number of parking spaces on the premises (do not include street parking.) If none, write 0.

2

Proximity

Is the premises less than 300 feet from a school, hospital or church? If yes, list which.

No

All types of business that are planned or currently conducted on the premises (check all that apply)

- Banquet Hall
- Bowling Alley
- Lounge Tavern/Bar
- Night Club
- Private/Fraternal Veteran's Club
- Café/Coffee Shop
- Deli/Fast Food Restaurant
- Full Service Restaurant
- Convenience Store
- Gas Station
- Liquor Store
- Supermarket
- Other _____

Percentage of sales related to the types of business listed above (must equal 100%)

Alcohol 90 % Food 9 % Entertainment _____ % Gas _____ % Cigarettes 1 %

Other _____ % - Describe _____

Security Plans

Describe the security provisions for parking and loading areas

Lighting

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JAN 18 2022

Number of Security Personnel (list by day if number varies)

1 Friday & Saturday night

CITY OF WEST ALLIS
CITY CLERK

Security Personnel Responsibilities and Equipment Used

ID check, crowd control / Flashlight

Location of inside and outside security cameras

Throughout



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

FORM
ALPLANOP
09/21

Litter and Noise (attach additional sheets if necessary)

Name of solid waste removal contractor.

Eagle

How will the exterior trash/littering be addressed?

Dailing Policing of grounds

How will noise issues be addressed?

Limits on music volume / Employee staff intervention

Entertainment

A Public Entertainment Premises License is required to provide entertainment. Permitting unauthorized entertainment will subject licensee to citations, and/or suspension, revocation, or non-renewal of the license. This form is included in this packet.

Hours of Operation for Alcohol Beverage Sales

DAY OF THE WEEK	START / END TIME	DAY OF THE WEEK	START / END TIME
Sundays	6 am / 2 am	Thursdays	6 am / 2 am
Mondays	6 am / 2 am	Fridays	6 am / 2:30 am
Tuesdays	6 am / 2 am	Saturdays	6 am / 2:30 am
Wednesdays	6 am / 2 am		

Floor Plan

Please attach a separate sheet showing your floor plan. It must include:

1. Detailed description outlining the areas of the building where the public entertainment will be provided. (Stages, rooms, etc. must be labelled.)
2. Square feet and dimensions of the premises to be licensed.
3. Location of all entrances and exits, seating areas, bars, waiting line, security search areas, stages, rooms, food preparation areas, areas where public entertainment will be provided, etc.
4. North Point
5. Date

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CITY OF WEST ALLIS
CITY CLERK



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

FORM
ALPLANOP
09/21

Class A Applicants

No "Class A" Liquor license may be granted for any premises where gasoline or diesel fuel is sold at retail in connection with the premises, unless:

- 1. The "Class A" license contains the condition that retail sales of intoxicating liquor are limited to cider; or
- 1. The premises for which the "Class A" license is issued is connected to premises where gasoline or diesel fuel is sold at retail by a secondary doorway that serves as a safety exit and is not the primary entrance to the "Class A" premises.

If you are applying for a Class A and gasoline or diesel fuel is sold at the premises, do you meet one of the exceptions listed above?

Yes, list which exception you meet: _____

No, your application may not be approved.

Not Applicable - No gasoline or diesel fuel is sold at the premises.

Class B Applicants

No Class B license may be granted for any premises where any other business is conducted in connection with the premises. This restriction does not apply if the Class B licensed premises is connected to premises where other business is conducted by a secondary doorway that serves as a safety exit and is not the primary entrance to the Class B premises. These restrictions do not apply to:

- hotels • restaurants • combination grocery stores & taverns • combination sporting goods stores & taverns in towns, villages & 4th class cities • combination novelty stores & taverns • bowling centers or recreation premises • a club, society or lodge that has been in existence for 6 months or more prior to the date of filing application for the Class "B" license • movie theaters • painting studio as defined in sec. 125.02(11m).

If you are applying for a Class B and another business is conducted at the location, do you meet one of the exceptions listed above?

Yes. List the type of business: _____

No, your application may not be approved.

Not applicable - No other business is conducted at the premises.

Class C Wine Applicants

"Class C" wine licenses may only be granted to premises that are a restaurant. A restaurant is defined as a premises where the sale of alcohol beverages accounts for less than 50 percent of gross receipts; and (3) wine is the only intoxicating liquor sold in the barroom. Sec. 125.51(3m), Stats.

If you are applying for a Class C Wine license, do you meet the requirement to be a restaurant?

Yes No, your application may not be approved.

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK



ALCOHOL BEVERAGE PLAN OF OPERATION CONTINUED

**FORM
ALPLANOP
09/21**

Signature and Acknowledgement

You must initial each of the following items confirming your understanding:

- I understand that after the license has been issued, a change to the plan of operation or floor plan will require approval from the Common Council and I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.
- I agree to comply with the approved conditions, plan of operation details, and floor plan.
- I understand that if this license is not used for a period of 30 days or more, it is subject to revocation.
- Each licensed premises shall always be conducted in an orderly manner, and no disorderly, riotous, or indecent conduct shall be allowed at any time on any licensed premises.
- I understand that the issuance of the license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws.
- I understand that I may not sell, dispense, or serve alcohol beverages by means of a drive-through facility. In this section, "drive-through facility" means any vehicle related commercial facility in which a service is provided, or goods, food or beverages are sold, served, or dispensed to an operator or passengers of a vehicle without the necessity of the operator or passengers disembarking from the vehicle.
- I understand that the license holder, and/or the employees and agents of the license holder, shall cooperate with police investigations of disturbances, intoxicated persons, underage persons and other violations of City and state laws. "Cooperate," as used in this subsection, shall mean calling the police when a disturbance of the peace or other violation occurs on the licensed premises and providing complete and truthful responses to police inquiries. A license holder shall also appear before the License and Health Committee when requested.
- I have knowledge of Wisconsin Statutes and City Ordinances currently regulating alcohol beverage licenses and understand that the license may be subject to suspension, non-renewal, or revocation, if I violate any rule, law, or regulation of the City of West Allis and/or State of Wisconsin.
- I understand that the information submitted to the City by any applicant or licensee pertaining to an alcohol beverage license shall be true. Any person who submits in writing any untrue statement to the City in connection with any such license or application shall forfeit not more than five hundred dollars (\$500) together with the costs of prosecution, and in default shall be imprisoned in the Milwaukee County House of Correction for the maximum number of days set forth in Section 800.095(1)(b) of the Wisconsin Statutes. In addition, any license granted shall be subject to revocation and no alcohol beverage license of any kind whatsoever shall thereafter be granted to such person for a period of one year from the date of such revocation.

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

Signature (Individual, Partner, Agent or Officer)

Date

1.11.2022

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK



APPLICATION

PUBLIC ENTERTAINMENT PREMISES LICENSE (SUBMIT W/LIQUOR LICENSE)

FORM
PEP-APP
09/21

Instructions

RECEIPT
CODES

CE: Varies

- Licenses are valid for one year and expire annually on June 30.
- Submit your non-refundable license fee with your completed application.
- Incomplete applications, or applications filed without the proper fee will be returned.
- Your name must appear exactly as it does on your driver's license or state id.
- Check here if you do not have any forms of entertainment.

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

Fee: See Below

TOTAL DUE: \$ 125⁰⁰ (CASH OR CHECK ONLY)

Applicant

Legal Entity Name (If Corporation of LLC)

6139 BELOIT TAVERN LLC

Business Name (DBA)

CHERRY BOMB

Business Address

6139 Beloit Road, WEST ALLIS WI 53219

Agent, Individual or Partner Name

Phone Number

Jay K. Stamates

414.405.4656

Email Address

stamates711@yahoo.com

Driver's License/State ID#:

State Issued:

Exp. Date:

S353-4317-3054-08

WI

2-14-2025

Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

80

A copy of your Occupancy Load (capacity placard) must accompany your application or your application will not be accepted.

Legal Capacity (occupancy load) determines the fee for your public entertainment license. If you do not currently have a designa capacity and posted sign, please contact the Fire Department at 414-302-8900. You may click [here](#) for a copy of the occupancy l application. Premises without a current legal capacity (occupancy load), will be charged the \$500 standard fee for the P Entertainment Premise License. Reduced fees are available depending upon your legally assigned capacity. Fees are as follows:

- | | | | |
|---|-------|--|-------|
| <input type="checkbox"/> Public Entertainment Premises Standard Fee: | \$500 | <input type="checkbox"/> Legal Capacity of 100-199: | \$150 |
| <input type="checkbox"/> Reduced Fee for premises with legal capacity of 400-449: | \$350 | <input type="checkbox"/> Legal Capacity of 76-99: | \$125 |
| <input type="checkbox"/> Legal Capacity of 300-399: | \$275 | <input type="checkbox"/> Legal Capacity of 26-75: | \$100 |
| <input type="checkbox"/> Legal Capacity of 200-299: | \$200 | <input type="checkbox"/> Legal Capacity of 25 or fewer | \$ 75 |

If you do not currently have a legal capacity (occupancy load) and are applying with the Fire Department to acquire one prior to the ne license year, submit an initial payment of \$75 and you can pay the difference (if required once you receive it.) It is important that you complete this requirement prior to July 1 so you are properly licensed and not subject to citations or closure.



APPLICATION

PUBLIC ENTERTAINMENT PREMISES LICENSE CONTINUED

FORM
PEP-APP
09/21

Types of Entertainment (Choose all that apply)

- Juke Box DJ Bands Karaoke Patrons Dancing Instrumental Music Movie Theater
- Concerts - # per year _____ Theatrical Performances - # per year _____
- Billiard/Pool Tables # 1 Amusement Machines # 10 Bowling Lanes # _____
- Dancing by Performers (Adult Entertainment also requires an Adult Oriented Establishment License)
- Other, describe: _____

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JAN 18 2022

Please Note: All entertainment must be listed above and is subject to approval by the Common Council. Entertainment approved and listed on license may be allowed in the premises. Permitting unauthorized entertainment will subject licensee citations, and/or suspension, revocation, or non-renewal of the license. If you wish to add entertainment to your license during license year, you will need to file a change of entertainment application. If you wish to temporary add a type of entertainment, apply for a Temporary Public Entertainment Permit.

CITY OF WEST ALLIS
CITY CLERK

All types of business that are planned or currently conducted on the premises (check all that apply)

- Banquet Hall Bowling Alley Lounge Tavern/Bar Night Club Private/Fraternal Veteran's Club
- Café/Coffee Shop Deli/Fast Food Restaurant Full Service Restaurant
- Convenience Store Gas Station Liquor Store Supermarket Other _____

Hours of Operation for Entertainment (Default hours are 10:00 am - 10:00 pm unless otherwise approved)

DAY OF THE WEEK	START / END TIME	DAY OF THE WEEK	START / END TIME
Sundays	7 PM - 10 PM	Thursdays	7 PM - 10 PM
Mondays	7 PM - 10 PM	Fridays	7 PM - 10 PM
Tuesdays	7 PM - 10 PM	Saturdays	7 PM - 10 PM
Wednesdays	7 PM - 10 PM		

Signature and Acknowledgement

You must initial each of the following items confirming your understanding:

- I understand that after the license has been issued, a change to the plan of operation or floor plan will require approval from the Common Council and I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.
- I agree to comply with the plan of operation details and floor plan provided as part of this application.
- I have knowledge of the City Ordinances currently regulating public entertainment, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the City of West Allis and State of Wisconsin.

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

Signature:

Date:

1.11.2022



APPLICATION

CIGARETTE AND ELECTRONIC SMOKING DEVICE SALES

FORM
CIG- APP
8/21

Information. Instructions & Type of License (check all that apply)

RECEIPT CODES

Cigarette CL: \$100

E-Smoking* CM: \$100 C4: \$16

*Background check Req'd for E-Smoking

Excel
 Email

- Licenses are valid for one year and expire annually on June 30.
- Submit your non-refundable license fee with your completed application.
- Incomplete applications, or applications filed without the proper fee will be returned.
- Your name must appear exactly as it does on your driver's license or state id.
- Type of license(s) applying for:
 - NEW** **RENEWAL**
 - Cigarette: \$100 Electronic Smoking: \$116 Both: \$216
- Sales will be made:
 - Over the Counter Vending Machine Both

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

TOTAL DUE: \$ _____ (CASH OR CHECK ONLY)

Applicant Information

Last Name: (include suffix Sr, Jr, etc.) First Name: Middle Initial: Date of Birth:

Stamates Jay K

Home Street Address: City, State, Zip Code:

702 S 2nd St Milwaukee WI 53204

Email Address: Phone:

stamates711@yahoo.com 414.405.4656

Driver's License/State ID#: State Issued:

S353-4317-3054-08 WI

Business Information

Legal Entity Name (If Corporation or LLC)

6139 BELoit TAVERN LLC

Business Name (DBA)

Cherry Bomb

Business Address

6139 Beloit Road, WEST ALLIS WI 53219

Business Phone Number Business Email Address

414.405.4656 stamates711@yahoo.com



APPLICATION

CIGARETTE AND ELECTRONIC SMOKING DEVICE SALES CONTINUED

FORM CIG- APP 8/21

Additional Partner, Member, or Officer Information

Last Name, First Name, Middle Initial

[Empty text box for name]

Address

[Empty text box for address]

Date of Birth

[Empty text box for date of birth]

Phone Number

[Empty text box for phone number]

Driver's License or State ID

[Empty text box for driver's license or state ID]

Email Address

[Empty text box for email address]

Acknowledgment/Signature

You must initial each of the following items confirming your understanding:

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

I understand that the sale to minors is prohibited and no person shall, give, furnish, or cause to be sold, given, or furnished an electronic smoking device or electronic smoking device paraphernalia or cigarettes or tobacco products to a person less than 18 years of age.

I have knowledge of the City Ordinances currently regulating this license, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the City of West Allis and State of Wisconsin.

To the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that if I provide false or fraudulent information on this application, the application will be denied.

[Handwritten signature]

Signature (Individual, Partner, Agent or Officer)

1-11-2022

Date

RECEIVED

JAN 18 2022

CITY OF WEST ALLIS CITY CLERK



Application for Cigarette and Tobacco Products and Electronic Smoking Device Sales Retail License

Type of License - check all that apply

- Cigarette and Tobacco Electronic Smoking Device Sales
 Each license requires a \$100 fee. If you choose both your fee is \$200.

MUNICIPAL USE ONLY

License Number	RECEIVED
Period Covered	JAN 18 2022
Date of Issuance	CITY CLERK

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) 6139 BELOIT TAVERN LLC			Federal Employer Identification No. (FEIN) 87-4359498	
Trade or Business Name (if different than Legal Name) Cherry Bomb			Telephone Number (414) 405-4656	
Business Address (License Location) 6139 Beloit Road		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone ()
Municipality West Allis	State WI	Zip Code 53219	County Milwaukee	
Mailing Address (if different than Business Address)		Municipality West Allis	State	Zip Code

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: 1.11.2022
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dorforms/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Products will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**
6139 BELOIT TAVERN LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**
Jay Kelcey Stamates

Article 4. **Street address of the initial registered office:**
6139 Beloit Rd
West Allis, WI 53219
United States of America

Article 5. **Management of the limited liability company shall be vested in:**
A member or members

Article 6. **Name and complete address of each organizer:**
Jay Kelcey Stamates
702 S 2nd street
MILWAUKEE, WI 53204
United States of America

Other Information. **This document was drafted by:**
Jay Kelcey Stamates

Organizer Signature:
Jay Kelcey Stamates

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JAN 18 2022

CITY OF WEST ALLIS
CITY CLERK

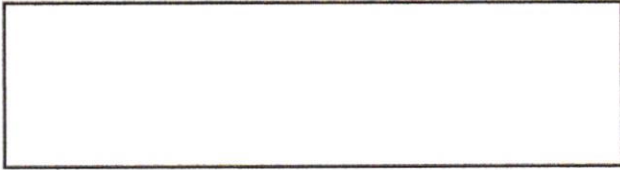
Date & Time of Receipt:
1/11/2022 11:26:55 AM

Order Number:

202201115867850

RECEIVED
JAN 18 2022
CITY OF WEST ALLIS
CITY CLERK

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)



Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
1/11/2022	

FILED 1/11/2022	Entity ID Number S138739
---------------------------	-----------------------------

RECEIVED
JAN 18 2022
CITY OF WEST ALLIS
CITY CLERK

Date of this notice: 01-11-2022

Employer Identification Number:
87-4359498

Form: SS-4

Number of this notice: CP 575 A

6139 BELOIT TAVERN LLC
CHERRY BOMB
% JAY KELCEY STAMATES SOLE MBR
6139 W BELOIT RD
WEST ALLIS, WI 53219

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

RECEIVED

JAN 18 2022

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

CITY OF WEST ALLIS
CITY CLERK

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4359498. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 6139. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

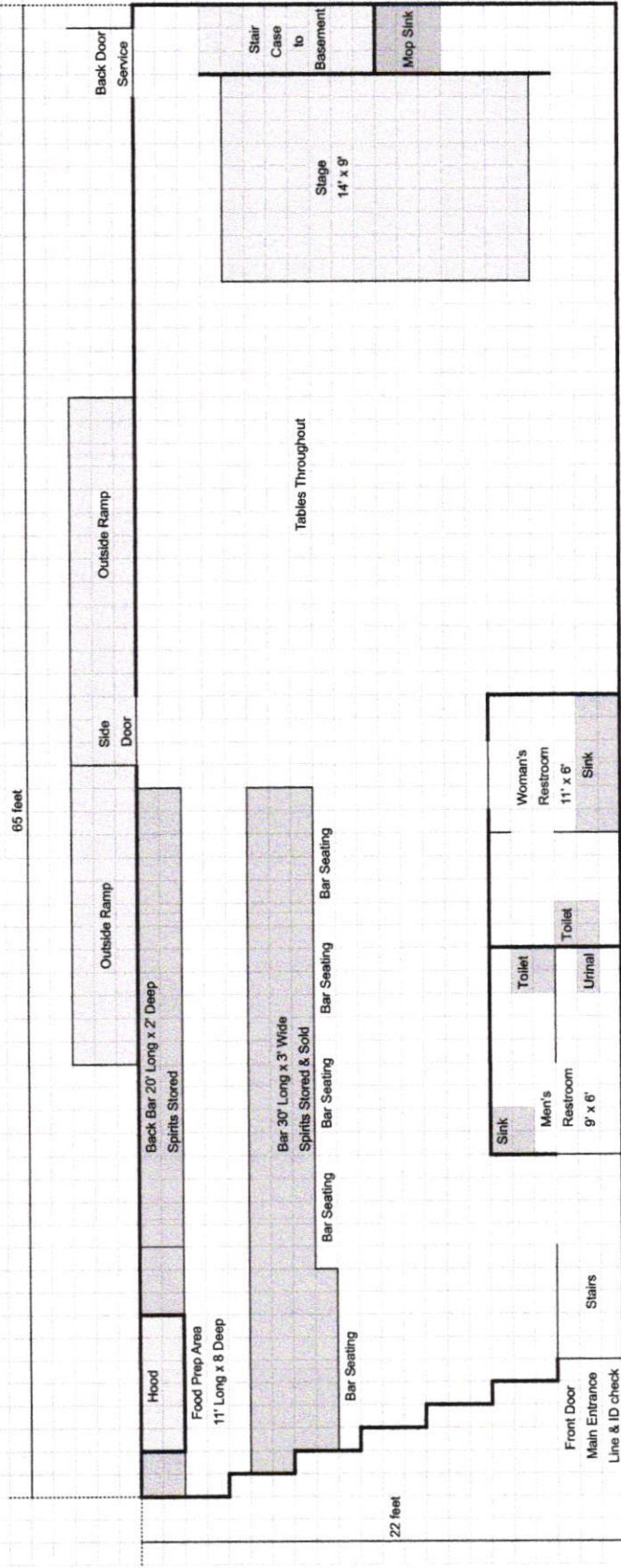
If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

RECEIVED
JAN 18 2022
 CITY OF WEST ALLIS
 CITY CLERK

6139 BELOITBAR LLC
 6139 Beloit Road, West Allis WI 53219
 DATE Jan 11, 2022
 First Floor
 65' x 22' = 1430' Total Square Feet

NORTH



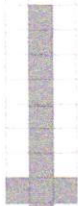
RECEIVED

JAN 18 2022

CITY OF WEST ALLIS
 CITY CLERK

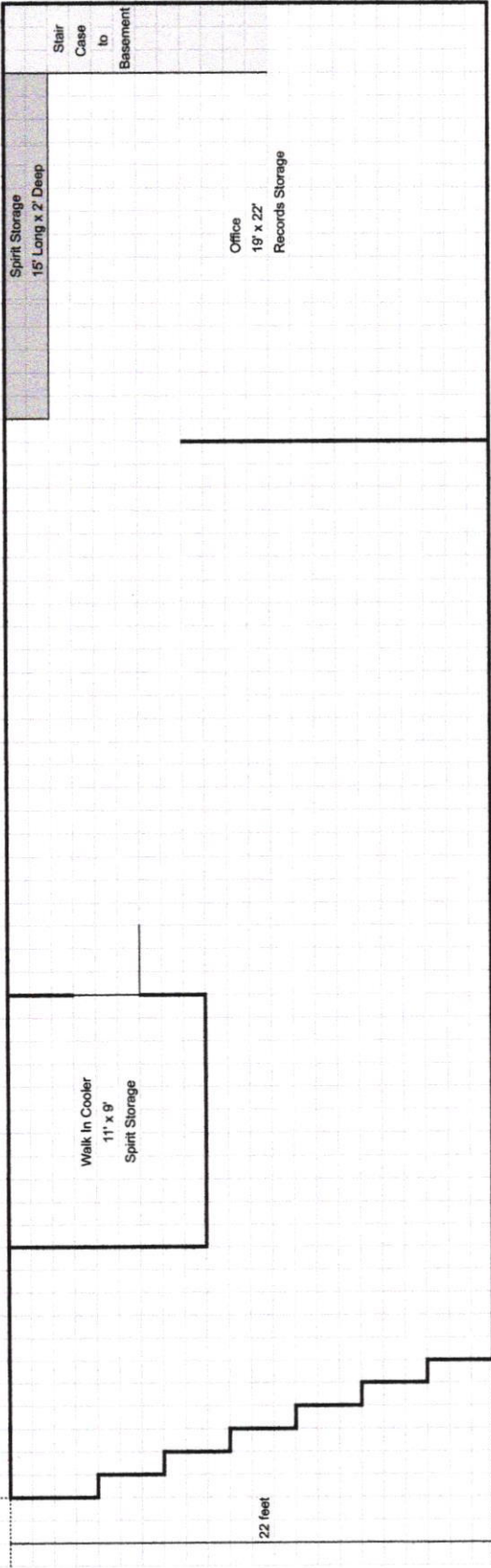
6139 BELOITBAR LLC
6139 Beloit Road, West Allis WI 53219
DATE Jan 11, 2022
Basement
65' x 22' = 1430' Total Square Feet

NORTH



65 feet

67



RECEIVED
JAN 18 2022
CITY OF WEST ALLIS
CITY CLERK

APPLICATION FOR LIQUOR LICENSE

Notice is hereby given pursuant to §125.04(3)(g) Wis. Stat., that the following have filed application in the City of West Allis for the following license:

Class B Tavern License for the sale of Fermented Malt Beverages and Intoxicating Liquor

EKC Investments, d/b/a Kane's Bar & Grill, 6922 W. Orchard Street, West Allis, WI 53214; Agent: Edward Jones.

T&T Beverage, d/b/a Aman's Beer & Wine, 11135 W. National Avenue, West Allis, WI 53227; Agent: Amandip Singh.

6139 Beloit Tavern, LLC, d/b/a Cherry Bomb, 6139 W. Beloit Road, West Allis, WI 53219; Agent: Jay Stamates.

Dated this 19th day of January, 2022

Rebecca Grill, City Clerk

Publish as a Class I Legal Notice in the Daily Reporter on Friday, January 21, 2022

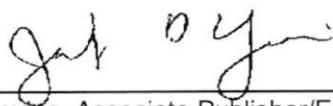
2022-0122; 0127; 0132

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Jan. 21, 2022

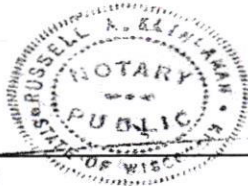


Joe Yovino, Associate Publisher/Editor

Sworn to me this 21st day of January 2022



Russell A. Klingaman
Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



APPLICATION FOR LIQUOR LICENSE

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Dated this 19th day of January, 2022

Rebecca Grill, City Clerk
12070251/1-21

PROOF OF PUBLICATION

Customer: 10093332/City of West Allis

RECEIVED

FEB 3 2022

CITY OF WEST ALLIS
CITY CLERK

**CITY OF WEST ALLIS
ORDINANCE O-2022-0041**

**ORDINANCE TO UPDATE ALARM PERMIT FEE LANGUAGE TO REFLECT
PRIOR CHANGES IN FEE SCHEDULE**

AMENDING SECTION 4.24

WHEREAS, the council occasionally updates the code to ensure internal consistency and updated language; and

WHEREAS, the Fee Schedule was updated, but the authorizing language in the code was not amended at that time;

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

SECTION 1: **AMENDMENT** “4.24 Regulation Of Alarm Systems” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.24 Regulation Of Alarm Systems

1. Definitions. The following definitions are applicable to this section:
 - a. Alarm Company. A business of an individual, partnership, company or other entity engaged in selling, leasing, maintaining, monitoring, servicing, repairing, altering, replacing, moving or installing any alarm system or in causing any alarm system to be sold, leased, maintained, monitored, serviced, repaired, altered, replaced, moved or installed, in or on any building, structure or facility.
 - b. Alarm System. An intrusion, burglar, hold-up or similar system, which is designed to summon or cause a response by the Police Department by transmitting a signal to a central alarm system or produces an audible or visual signal.
 - c. Alarm User. The person, partnership, corporation or other entity of any kind in control of any building, structure or facility or portion thereof, wherein an alarm system is in operation.
 - d. False Alarm. A signal from an alarm system resulting in a response by the Police Department when an emergency situation does not exist, regardless of the manner in which the Police Department is alerted.
2. Permits.
 - a. Permit Required. A permit shall be required of every alarm user on any premises within the City on the effective date of this ordinance or installed

thereafter, except as set forth herein. Application for a permit may be made by the owner, lessee, alarm user or alarm company.

b. Permit Fee. A permit fee ~~of twenty-five dollars (\$25.00)~~ in the amount listed on the Fee Schedule shall be paid at the time of the filing of an application for a permit.

c. Time to Acquire. Alarm systems on premises within the City prior to the effective date of this ordinance shall obtain a permit or disconnect the alarm system within ~~ninety (90)~~ days from the effective date. Alarm systems installed after the effective date shall obtain a permit before the system is installed. Any change of occupant or change of alarm system shall require a new permit.

3. Permit Application, Standards, Issuance and Appeal.

a. Issuing Authority. The Chief of Police or ~~a his~~ designee shall issue alarm system permits.

b. Application. Application for all permits required under this section shall be filed with the Police Department upon a form prescribed for such application by the Chief. The application shall contain the following:

i. The name, address and telephone number of the alarm user.

ii. The name, address and telephone number of a person or firm which can be contacted in the event of an emergency or false alarm and is available upon request of the Police Department within ~~one-half (1/2) hour~~ 30 minutes to provide a key to the premises for which an alarm has been activated for the purposes of inspecting the premises or resetting the alarm system.

iii. Identification of the alarm company.

iv. Any other information deemed necessary by the Police Chief for the purpose of providing an appropriate response by the Police Department.

v. An agreement to pay the fee set forth in section (7) and to permit the City of West Allis to place said fee on the alarm users tax roll if not paid.

vi. In the event that the Police Department responds to an alarm at the premises covered by the alarm system, and neither the permit holder nor ~~his-an~~ authorized agent is present, the permit holder consents to a municipal breaking and entering of the premises to ascertain the cause of the alarm.

c. Alarm System Standards. Alarm systems and components shall be listed/labeled by a recognized testing laboratory and installed in accordance with the manufacturers installation instructions and in accordance with the National Fire Protection Association Chapter 70, the National Electrical Code, as amended by State of Wisconsin Administrative Code, and Department of Commerce Safety and Professional Services, Chapter 316. Recognized testing laboratories are, but not limited to, Underwriters Laboratories (UL), Inchcape Testing Services (ETL), Canadian Standards Association (CSA) and Factory

Mutual Research Corporation (FM).

4. Prohibitions.
 - a. Alarm System Permits. No alarm user shall install, use or possess an operative alarm system without having a permit as required by this section.
 - b. Audible Alarms. No person, firm, corporation or other entity shall use or install an alarm system which upon activation shall emit an audible alarm, unless such system shall automatically shut off within ~~fifteen (15)~~ 15 minutes after being activated. This section shall apply to vehicle and other mobile alarm systems, in addition to those installed in a building.
 - c. Automatically Activated Telephone Dialer. No person, firm, corporation or other entity shall use or cause to be used, any telephone or electronic device or attachment that automatically selects the public telephone trunk line of the Police Department which reproduces a prerecorded message to report a burglary or other emergency. Any system in operation, which is in violation of this subsection, shall be modified so that it is no longer in violation or shall be disconnected no later than ~~ninety (90)~~ 90 days following the enactment of this ordinance.
5. Duties of Alarm User and Alarm Company. Where an alarm system is connected to an alarm company that notifies the Police Department of a signal from the alarm system, the following shall apply:
 - a. The alarm company shall maintain a list of keyholders for each alarm system, together with current telephone numbers for said keyholders.
 - b. The alarm company shall, after notifying the Police Department of the alarm, attempt to notify the keyholders for the alarm system giving the alarm.
 - c. The alarm company shall, within ~~one-half (1/2) hour~~ 30 minutes of notifying the Police Department of the alarm, inform the Police Department of whether it was successful in contacting a keyholder and, if so, the approximate arrival time of the keyholder.
 - d. The alarm user shall respond or cause a keyholder to respond to an alarm within ~~one-half (1/2) hour~~ 30 minutes of the alarm being called in to the Police Department and terminate the alarm signal.
 - e. If an alarm system also gives a visual or audible signal that can be seen or heard from the exterior of the building, and the owner fails to respond or cause a response as required in subsection (d), the alarm company shall respond within ~~thirty (30)~~ 30 minutes after being so notified by the Police Department; and deactivate the signal. This provision shall only apply where the device giving the signal is accessible from the exterior of the building or where the alarm company has a key to the premises.
6. False Alarms.
 - a. No person owning, using or possessing an alarm system shall cause or permit the giving of a false alarm, whether intentional, accidental or otherwise.
 - b. No person shall intentionally cause the activation of an alarm system knowing that no emergency exists.
 - c. Fee for false alarm response. In the event that the Police Department responds to a false alarm, a fee in the amount listed on the Fee Schedule ~~of fifty dollars~~

~~(\$50.00) shall be imposed upon the alarm user for the 4th, 5th, and 6th false alarm; a fee of one hundred dollars (\$100.00) shall be imposed for each subsequent false alarm. The fees set forth herein shall apply to false alarms occurring within a calendar year.~~ Any fees payable to the City of West Allis which are delinquent may be assessed against the property involved as a special charge for current service, without notice, pursuant to sec. ~~66.60(16)~~66.0627 of the Wisconsin Statutes.

- d. Penalties. In addition to fees imposed in subsection (c), any person in violation of subsection (a) ~~shall forfeit up to is subject to a three hundred dollar (\$300.00) forfeiture,~~ plus court costs, for the 8th and each subsequent false alarm within a calendar year.
7. Exemptions. This section shall not apply to the following:
- a. An alarm system which gives a signal solely within the interior of the building in which it is located.
 - b. Alarm systems which are used by the City of West Allis.
8. Penalty. Unless a different penalty is set forth herein, any person, firm, corporation or other entity, which violates any of the provisions of this section, shall forfeit not less than ~~one hundred dollars (\$100.00)~~ nor more than ~~five hundred dollars (\$500.00)~~ for each violation, together with the costs of prosecution, and in default of payment of such forfeitures and costs, the defendant's operating privileges shall be suspended pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes, or by imprisonment in the Milwaukee County House of Correction until payment of the forfeiture and costs, but not in excess of the number of days set forth in sec. 800.095(4) of the Wisconsin Statutes. Each and every day during which a violation continues constitutes a separate offense, unless a different time is set forth herein.

~~{Ord. 6242, 9/3/1996; Ord. 6296, 3/18/1997}~~

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

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0159**

**A RESOLUTION RESCHEDULING THE COMMON COUNCIL MEETING OF
JUNE 21, 2022 TO JUNE 28, 2022**

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

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

WHEREAS, the Common Council wishes to reschedule the meeting of June 21, 2022 to June 28, 2022.

NOW THEREFORE, BE IT RESOLVED that the Common Council meeting now scheduled for June 21, 2022 is cancelled and rescheduled to June 28, 2022.

SECTION 1: **ADOPTION** “R-2022-0159” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0159(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0139**

**RESOLUTION TO AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO
AMEND AN EXISTING PROFESSIONAL SERVICES CONTRACT WITH BAXTER
& WOODMAN CONSULTING ENGINEERS TO PROVIDE ENGINEERING AND
LEGAL SERVICES FOR THE CITY OF WEST ALLIS DEPARTMENT OF PUBLIC
WORKS FOR AN AMOUNT NOT TO EXCEED \$6,070**

WHEREAS, the City has an existing professional services contract with Baxter & Woodman Consulting Engineers for professional services to review and protect common interests with regard to the Milwaukee Water Works proposed water rate increase; and,

WHEREAS, the City and other Milwaukee Water Works Wholesale Customers have agreed to use the professional services of Baxter & Woodman to protect the common interest and concerns of each party and evaluate the proposed water rate increase as provided by Milwaukee Water Works; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis approved the proposal submitted by Baxter and Woodman Consulting Engineers to furnish professional services for the City's share of costs related to the proposed Milwaukee Water Works water rate increase.

BE IT FURTHER RESOLVED that funding for this professional services agreement will be charged to budgeted 2022 funds in account number 501-2901-537.30-02 (Water Utility, Administrative and General Expenses, Consulting Services).

BE IT FURTHER RESOLVED that the Director of Public Works be and is hereby authorized to enter into an amended professional services contract with Baxter & Woodman Consulting Engineers for professional services.

BE IT FURTHER RESOLVED that the Director of Public Works, with approval of the City Attorney, be and is here by authorized to make such substantive changes, modifications, additions, and deletions to and from various provisions of the contract from Baxter and Woodman as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2022-0139” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0139(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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

PROPOSAL FOR PROFESSIONAL SERVICES

February 15, 2022

RE: MWW 2022 Rate Case Assistance
Milwaukee Water Works Wholesale
Customer Group
Baxter & Woodman No. 211644.10

Mike Brofka
City of West Allis
7525 W Greenfield Ave
West Allis WI 53214-4688

Jim Hart
City of New Berlin
3805 S Casper Drive
New Berlin WI 53151

Tom Nennig
Village of Brown Deer
4800 W Green Brook Dr
Brown Deer WI 53223

David Simpson
City of Wauwatosa
7725 W North Ave
Wauwatosa WI 53213

Todd Michaels
Village of Greendale
6500 Northway
Greendale WI 53129

Jim Voigt
City of Mequon
11333 N Cedarburg Rd
Mequon WI 53092

Matt Janecke
Village of Menomonee Falls
W156N8480 Pilgrim Rd
Menomonee Falls WI 53051

Leeann Butschlick
Village of Shorewood
3930 N Murray Ave
Shorewood WI 53211

Kayla Thorpe
Village of Butler
12621 W Hampton Ave
Butler WI 53007

Thank you for inviting Baxter & Woodman to propose professional services for this project. We appreciate the information that you provided related to this project, which has helped us better understand your requirements and related issues. This proposal responds to your request, including a description of our proposed Scope of Services and budget information.

PROJECT DESCRIPTION

We understand Milwaukee Water Works (MWW) recently filed for approval from the Public Service Commission of Wisconsin (PSC) for authority to increase water rates. MWW is has requested the use of the Two-Step cost allocation methodology that was negotiated and jointly approved by MWW and the Milwaukee Water Works wholesale customer group (MWCG) in 2021. PSC will determine the actual level of the rate change for each retail customer class and wholesale customer after reviewing MWW’s application and other submitted documents, and after holding a public hearing. The actual increase to individual customers will vary with water usage and the ultimate rates authorized by PSC.

MWCG desires to hire a team of water rate analysts to review the accuracy and appropriateness of this rate increase request. MWCG includes the water utilities for the following municipalities:

- Brown Deer
- Butler
- Greendale
- Menomonee Falls
- Mequon
- New Berlin
- Shorewood
- Wauwatosa
- West Allis

As you will see in our proposal, we have assembled a very qualified team to assist you with this project. All team members are available to work on the project to meet the anticipated rate case schedule to be proposed by PSC.

SCOPE OF SERVICES

The project team will perform the following scope of services to assist the MWCG in reviewing and responding to MWW's conventional rate case application submitted to PSC. The scope of work has been broken down into the following project tasks:

Task Description

- 1 Analysis and Review of MWW Rate Application
- 2 Development of Positions for Contested Case Hearing (if needed)
- 3 Participate in Contested Case (if needed)

Task 1 - Analysis and Review of the Milwaukee Water Works Rate Application

MWW has already submitted a conventional water rate application to PSC in early February 2022, and has also filed its proposed revenue requirement and cost of service study documents prepared by its rate consultants. For Task 1, the project team will perform the following:

1. Assist the MWCG members in requesting Full Party Status in MWW's rate case (Docket 3720-WR-109).
2. Review MWW's proposed test year revenue requirement documentation.
3. Confirm MWW and MWCG member water demands and usage pattern variations submitted in MWW's rate case cost of service study.
4. Review the Two-Step cost of service study submitted by MWW, and note any changes or deviations from the methodology agreed to by both parties in April 2021.
5. Submit information requests to MWW for information necessary for the review, and review responsive information.
6. Analyze MWW's submission to determine the proposed changes in MWW's revenue requirements and cost of service allocation from the last conventional MWW rate case in 2014, and how they impact the MWCG members.
7. Identify and prioritize issues that MWCG could raise in MWW's rate case proceeding with PSC.
8. Participate in a meeting/conference call with MWCG representatives to brief them regarding the findings of the analysis, offer a recommended course of action, and select issues to pursue at the contested case hearing (if needed).

TASK 2 – DEVELOPMENT OF POSITIONS FOR CONTESTED CASE HEARING (IF NEEDED)

For Task 2, the project team will perform the following:

1. Assign issues to team members. Identify witnesses to testify at the contested case hearing on each issue.
2. Develop Wholesale Customers' positions on identified issues.
3. Prepare exhibits to support Wholesale Customers' positions on identified issues.

TASK 3 - PARTICIPATE IN CONTESTED CASE (IF NEEDED)

1. Prepare written direct testimony and exhibits in support of MWCG position on identified issues.
2. Review direct testimony and exhibits submitted by MWW and other rate case interveners.
3. Prepare rebuttal and surrebuttal testimony in response to testimony offered by MWW and other interveners.
4. Attend technical hearing, present testimony and cross-examine witnesses.
5. Prepare brief to the Commission in support of the MWCG position.
6. Review briefs submitted by MWW and other interveners, and prepare and submit reply brief.
7. Prepare Decision Matrix information, with cites to the record, for the Commission.

ANTICIPATED RATE CASE SCHEDULE

PSC will be proposing a rate case schedule for Docket 3720-WR-109 in the near future. Task 1 (and Task 2 if needed) will need to be completed prior to the dates to be scheduled for the submittal of any written testimony by MWCG for this rate case.

It is strongly recommended that the services proposed for Task 1 be initiated immediately.

PROJECT TEAM

The two key project team members that were closely involved on behalf of MWCG over the past 13 years with the two previous MWW rate cases and the 2014 Rate Point negotiations will be available to assist with this rate case. These project team members include **Patrick Planton** and **Lawrie Kobza**.

MWCG RESPONSIBILITIES

MWCG, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. **Information / Reports:** Furnish the Baxter & Woodman project team with relevant project-related information, all of which Baxter & Woodman may rely upon without independent verification in performing the Services.
2. **Representative:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define MWCG's policies and make decisions with respect to the Services.
3. **Decisions:** Provide all criteria and full information as to MWCG requirements for the Project, obtain (with Baxter & Woodman's assistance, if applicable) necessary approvals, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow the Baxter & Woodman project team to perform the Services.
4. **Other Responsibilities:** Pay directly any required fees associated with the Project.

COMPENSATION

Hourly Basis Option

MWCG and Baxter & Woodman select the hourly basis for payment for services provided by the project team. Baxter & Woodman shall be compensated monthly. Monthly charges for services shall be based on the Baxter & Woodman project team's current billing rates for applicable employees plus charges for any expenses incurred. Current billing rates shall be the Actual Billing Rates of Personnel Method as summarized below.

Actual Billable Rates of Personnel Method - Applicable billing rates for our team members shall be based on the actual billable rates of personnel plus the cost of expenses as outlined below.

Hourly billing rates for the key project team members is as follows:

Patrick Planton, Water Rates Specialist	\$225
Lawrie Kobza, Attorney	\$340

Our estimate of the costs for services in this Proposal is summarized below.

Task 1:	\$25,000
Task 2:	To be determined if needed
Task 3:	To be determined if needed

It is agreed that after 90 percent of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10 percent of the estimated compensation, Baxter & Woodman will notify MWCG and confer with representatives of MWCG to determine the basis for completing the work.

Other Provisions Concerning Payments

1. Invoices will be prepared in accordance with Baxter & Woodman's standard invoicing practices and will be submitted monthly to MWCG by Baxter & Woodman, unless otherwise agreed.
2. Invoices are due and payable within 30 days of receipt.
3. The cost for our team's services will be apportioned as agreed to by the MWCG for the 2022 MWW Rate Case project. This apportionment of project costs is summarized below.

Water Utility	Cost Breakdown	Estimated Task 1 Cost
West Allis	24.276%	\$6,070
Wauwatosa	23.271%	\$5,820
Menomonee Falls	14.810%	\$3,700
New Berlin	12.919%	\$3,230
Shorewood	5.494%	\$1,370
Brown Deer	6.190%	\$1,550
Greendale	6.191%	\$1,550
Mequon	5.331%	\$1,330
Butler	1.518%	\$380
Total	100.00%	\$25,000

Expenses

The following items involve expenditures made by Baxter & Woodman employees or professional consultants on behalf of MWCG. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Proposal.

1. Transportation and travel expenses.
2. Lodging and meal expense connected with the Project.
3. Report or documentation reproduction expenses.
4. Other special expenses required in connection with the Project.

Additional services not identified in the scope, such as additional meetings or presentations, can be provided on a time and expense basis for the Baxter & Woodman project team members involved. Additional services will only be provided upon written authorization by MWCG.

SCHEDULE

The Baxter & Woodman project team is available to begin this work immediately.

SUMMARY

This letter proposal represents the entire understanding between MWCG and Baxter & Woodman in respect to providing services for this project, and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our services, please sign below in the space provided. Please sign two copies keeping one for your files and returning one to us.

We appreciate this opportunity to work with MWCG. Upon review of our proposal, please do not hesitate to contact Patrick Planton at (262) 395-6406 if you have any questions or if you need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Derek J. Wold, P.E., BCEE
Executive Vice President



Patrick S. Planton, P.E., MBA
Water Rates Specialist

CITY OF WEST ALLIS

By: _____

Title: _____

Date: _____

VILLAGE OF SHOREWOOD

By: _____

Title: _____

Date: _____

CITY OF WAUWATOSA

By: _____

Title: _____

Date: _____

VILLAGE OF GREENDALE

By: _____

Title: _____

Date: _____

VILLAGE OF MENOMONEE FALLS

By: _____

Title: _____

Date: _____

VILLAGE OF BROWN DEER

By: _____

Title: _____

Date: _____

CITY OF NEW BERLIN

By: _____

Title: _____

Date: _____

CITY OF MEQUON

By: _____

Title: _____

Date: _____

VILLAGE OF BUTLER

By: _____

Title: _____

Date: _____

I:\Azure\MWCGP\211644-MWW 2021 Rate Case A\Contracts\Work\211644.90_2022RateCaseAssist_Proposal_.docx



CLAIMANT CONTACT INFORMATION

Name: Bo Alan, LLC
Address: W308S7061 Cty Rd I
Mukwonago, WI 53149

Phone: 414-412-9595
Email: dooleym74@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: 2021 Taxes - paid in full Time of day: _____
Location: City of West Allis - WI State Fair business located on Central Ave at State Fair Park

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.

When I submitted the assessment, I misunderstood how to put a value on the personal property. I am a realtor, by trade, and I put the market value. Meaning, I put down what I would try to sell it for plus 3x the net income that it produces. Based on the incorrect assessment I submitted, our taxes went from roughly \$400/year to \$4500/year. We are asking that the City of West Allis reassess the business property value and/or let me resubmit a new assessment form to adjust the value. In the past 7 years, I had not completed and submitted that form and I did this. year, and I did it incorrectly. This is a seasonal business that is open for 11 days during the Wisconsin State Fair and I would truly appreciate you assisting us in getting this corrected/adjusted. Thank you.

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: Melissa Dooley dotloop verified 02/15/22 7:32 PM CST DX1Q-WLVX-JMDF-UKXK

Date: 02/15/2022

CLAIM AMOUNT

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

The total amount sought is: \$ 3,500

SAVE

PRINT

16 FEB 22 PM 1:57
CITY OF WEST ALLIS



TEMP-22-1

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active

Date Created: Feb 17, 2022

Applicant

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

Location

8423 W GREENFIELD AVE
West Allis, WI 53214

Owner:

Mike O'Connor
8431 greenfield West Allis , Wi 53214

Application Information

Check here if applying in person.

Choose what type of permit(s) are you applying for?

Temporary Extension of Class B Premises Permit

Temporary Public Entertainment Premises Permit

Enter your current Class B Tavern License #

2021-081

Seasonal Extension

Daily

Number of Days for Temporary Extension

2

Temporary Extension of a Class B Premises Permit -

any Class B licensed establishment who wishes to extend their premises outdoors must include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Building Inspection and Neighborhood Services, Health, and Police Departments.

Temporary Public Entertainment Permit -

needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment)

Will any part of your event be held outside?

Yes

Do you have a Class B Tavern License for the area your are requesting an extension or public entertainment permit?

Yes

Applicant / License Agent Information

Applicant Last Name (include suffix if applicable)

O'Connor

Applicant First Name

Mike

Applicant Middle Initial

C

Date of Birth

10/03/1970

Mailing Address

8423 w. Greenfield Ave

City

West Allis

State

Wi

Zip Code

53214

County

Milwaukee

Phone Number

4142544000

E-Mail Address

Oconnorsperfectpint@yahoo.com

Business Information

Type of Organization

LLC

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

OAR LLC

DBA/Trade/Business Name

O'Connor's Perfect Pint

Business Address (License Location)

8423 w. Greenfield Ave

Business Zip Code

53214

Business Phone Number

414-395-7468

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

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

No

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

No

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

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

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

Yes

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

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

Will hot food be kept warm and served outside?

Yes

If you answered yes to having hot food, you will need to check with the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

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

Event Dates and Times for Daily Temporary Extension of Class B Premises Permit

If your event is more than one day, you will need to enter information for each date and time separately.	Date of Event	03/17/2022
	Day of Week	Thursday
Start Time	End Time	
9 am	10pm	

Terms and Conditions for Extensions of Class B Premises Permits

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



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



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



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



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



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



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

**Acceptance & Signature**

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

**READ CAREFULLY BEFORE SIGNING:**

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

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

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

Mike O'Connor

02/17/2022

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.

Clerk Administration Information**Application Correct and Complete?**

Yes

Are other licenses/permits being applied for at the same time?

Yes

List Other Licenses

Tent & Food

Admin/Clerk Review

Schedule for LH Hearing

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

03/01/2022

Common Council Tentative Decision

--

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Special Conditions:

--

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

--

List reasons for denial.

--

Attachments



2ED06D09-72E7-45D6-A281-D1348F18B1B9.jpeg







Uploaded by Mike O'Connor on Feb 17, 2022 at 3:01 pm

History

Date	Activity
Feb 17, 2022 at 2:19 pm	Mike O'Connor started a draft of Record TEMP-22-1
Feb 17, 2022 at 3:01 pm	Mike O'Connor added attachment 2ED06D09-72E7-45D6-A281-D1348F18B1B9.jpeg to Record TEMP-22-1
Feb 17, 2022 at 3:02 pm	Mike O'Connor submitted Record TEMP-22-1
Feb 17, 2022 at 3:06 pm	completed payment step Fee Payment on Record TEMP-22-1
Feb 17, 2022 at 3:06 pm	changed the deadline to Feb 18, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-1
Feb 17, 2022 at 3:06 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record TEMP-22-1
Feb 17, 2022 at 3:06 pm	changed the deadline to Feb 18, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-1
Feb 21, 2022 at 11:13 am	Jenny Slivka approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-1
Feb 21, 2022 at 11:13 am	approval step Clerk Review After Background Completed was assigned to Jenny Slivka on Record TEMP-22-1
Feb 21, 2022 at 11:13 am	Jenny Slivka approved approval step Clerk Review After Background Completed on Record TEMP-22-1
Feb 21, 2022 at 11:13 am	Jenny Slivka completed Record TEMP-22-1
Feb 21, 2022 at 11:16 am	Jenny Slivka changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-1
Feb 21, 2022 at 11:16 am	Jenny Slivka changed Are other licenses/permits being applied for at the same time? from "" to "Yes" on Record TEMP-22-1
Feb 21, 2022 at 11:16 am	approval step Hearing Information was assigned to Jenny Slivka on Record TEMP-22-1
Feb 21, 2022 at 11:16 am	Jenny Slivka changed List Other Licenses from "" to "Tent & Food" on Record TEMP-22-1
Feb 21, 2022 at 11:17 am	Jenny Slivka changed Admin/Clerk Review from "" to "Schedule for LH Hearing" on Record TEMP-22-1
Feb 21, 2022 at 11:17 am	Jenny Slivka changed Common Council Date from "" to "03/01/2022" on Record TEMP-22-1

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Fee Payment	Paid	Feb 17, 2022 at 3:02 pm	Feb 17, 2022 at 3:06 pm	-	-

Label	Status	Activated	Completed	Assignee	Due Date
 Clerk's Office Application Review For Completion and Accuracy	Complete	Feb 17, 2022 at 3:06 pm	Feb 21, 2022 at 11:13 am	Jenny Slivka	02/17/2022
 Clerk Review After Background Completed	Complete	Feb 21, 2022 at 11:13 am	Feb 21, 2022 at 11:13 am	Jenny Slivka	-
 Hearing Information	Active	Feb 21, 2022 at 11:16 am	-	Jenny Slivka	-
 Hearing Notice	Inactive	-	-	-	-
 Enter L&H and Common Council Decision	Inactive	-	-	-	-
 Common Council Consideration	Inactive	-	-	-	-



CLAIMANT CONTACT INFORMATION

Name: Sarahi Martinez
Alexandra Chavez Phone: 414-795-6141
Address: 1960 S 58th Email: saramt2013@gmail.com
Milwaukee WI 5

INSTRUCTIONS

Complete this form 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: 2-18-22 Time of day: 10:10 Pm
Location: 1960 S 58th

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.

My car was parked on its side
when the snowplow truck passed
and didn't have enough room to
pass when it damaged my mirror was
right side
is honda odyssey 2016.

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: Sarahi Martinez Date: 2-21-22

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: \$ \$565.24

CITY OF WEST ALLIS
21 FEB 22 PM 12:26



Schlossmann's Honda City
 3450 S. 108th Street • Milwaukee, WI 53227
 Phone: (414) 328-3500 • Fax: (414) 328-3531
 Parts Direct: (414) 328-3535
 www.hondacity.net

CELL: 414-795-6141

CUST NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
364780		16ODYSSEY	WILLCALL	CASH	CARLOS FERRER	02/21/22	PQ157741 HOR

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SARAMTZ0113@GMAIL.COM
SARAH MARTINEZ
1960 S 58TH ST
MILWAUKEE, WI 53219-1536

S
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T
O
[REDACTED]

SHIP QTY	B. O. QTY	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
1	0	76200-TK8-A51ZJ MIR, R. DR *R561P	SPORD	440.99	440.99	440.99
<small>ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS. NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.</small>						
SUBTOTAL						440.99
RESTOCK CHARGE						0.00
TAX						24.25
FREIGHT						0.00
PAY THIS AMOUNT						465.24

NO RETURN ON ELECTRICAL PARTS, Parts taken out of Honda sealed vapor bags are NOT RETURNABLE. Cores must be OEM, UNDAMAGED, & in original package. All damaged goods must be reported in 24hrs & returned in 48hrs.

*Thank
You
for
Your
Business!*

CUSTOMER COPY

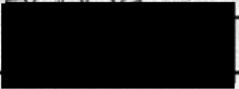
** PRICE QUOTE **
11:45:52 PAGE 1 OF 1
NET503



0301GPO157741

PARTS INVOICE

**WEST ALLIS POLICE DEPARTMENT
NON-REPORTABLE CRASH DRIVER EXCHANGE**

Date: 2/18/22 Time: 22:14 hr. Location: 1960 S. 58th St. Call #: 22-005657
Driver's Name: Sarah Martinez Phone #: 414-795-6141
Address: 1960 S 58th City/State/Zip: West Allis 53219
Vehicle (Make): Honda (Model): Odyssey (Year): 2016
License Plate #: 
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.

ADMIN/WAPDFORMS/NON REPORTABLE EXCHANGE FORM 01/17

NOTICE OF CLAIM AND CLAIM FOR DAMAGES

§§ 893.80(1b) & 893.80(1d)

To: West Allis City Clerk
Attn: Rebecca Grill
7525 W. Greenfield Ave.
Room 108 to 110
West Allis, WI 53214

Claimant:
Michelle Kasper (Deceased)
11029 W. Wildwood Ln., Apt. 310
West Allis, WI 53227

West Allis City Attorney's Office
7525 W. Greenfield Ave.
Room 232
West Allis, WI 53214

Lisa Zerpoli
Special Administrator for the Estate
of Michelle Kasper
15941 Durand Ave., Lot 42D
Union Grove, WI 53182

West Allis Public Works
6300 W. McGeoch Ave.
West Allis, WI 53219

TO EACH OF THE ABOVE NAMED PARTIES:

Pursuant to the provisions of § 893.80, Wis. Stats., the Claimants, Michelle Kasper and Lisa Zerpoli, Special Administrator for the Estate of Michelle Kasper, hereby give formal Notice of Claim and make a claim for relief in the form of monetary damages, as set forth below

1. That Michelle Kasper resided at 11029 W. Wildwood Ln., Apt. 310, in the City of West Allis, County of Milwaukee, Wisconsin 53227.
2. That on or about July 14, 2019, Michelle Kasper tripped and fell on broken concrete and/or asphalt on property owned by the City of West Allis and Morgan Grove LLC at or near 11029 W. Wildwood Ln. in the City of West Allis, County of Milwaukee, Wisconsin 53227.
3. That the City of West Allis and/or Morgan Grove LLC subsequently repaired the broken concrete and/or asphalt which caused Michelle Kasper's accident.
4. That as a result of these circumstances, Michelle Kasper suffered injuries to her right knee and ankle, including a medial meniscus tear, which required multiple medical appointments, including office visits, an MRI, and surgery, to treat.
5. That pursuant to §893.80, Wis. Stats., the City of West Allis was given notice of circumstances giving rise to claim on or about October 2, 2019.
6. That as a result of the aforementioned incident, Michelle Kasper incurred the below itemized medical bills in the amount of \$34,464.78 and is seeking recoupment of pain and suffering damages in the amount of \$50,000.00. Her total demand for her personal injury claim is \$84,464.78. Below is the itemized list of her damages.

Medical Bills:

Aurora Advanced Healthcare
- 7/15/19 to 9/25/19 \$34,464.78

Pain and Suffering Damages: \$50,000.00

TOTAL DEMAND: \$84,464.78

Dated in Milwaukee this 25th day of February, 2022.

SPERLING LAW OFFICES, LLC
Attorneys for Claimants, Michelle Kasper
(Deceased) and Lisa Zerpoli, Special
Administrator for the Estate of
Michelle Kasper



By: Michael S. Sperling
SBN: 1005133

POST OFFICE ADDRESS

100 E. Wisconsin Avenue
Suite 1020
Milwaukee, WI 53202
(414) 273-7100

**CITY OF WEST ALLIS
RESOLUTION R-2022-0149**

**RESOLUTION RELATIVE TO AUTHORIZING THE SINGLE SOURCE
PURCHASE OF AUTOMATIC LICENSE PLATE READER (ALPR) CAMERA
SERVICES FOR A SUM OF \$32,750.00 (YEAR 1) AND \$27,500.00 (SUBSEQUENT
YEARS) FROM FLOCK SAFETY.**

WHEREAS, the West Allis Police Department, would like to have 10 ALPR cameras installed in the city, including all maintenance, technology upgrades, and a data storage plan at an annual cost of \$2,500 for each camera, plus a one-time installation fee of \$250 for each camera, plus an annual fee of \$2500 for advanced searching/analysis tools. Also, the West Allis Police Department would like to install an additional 11 ALPR cameras in the city on a free 45-day trial basis to help in determining the most beneficial camera locations within the city; and,

WHEREAS, the Flock Safety ALPR camera system technology will extend our department's capacity to identify accurate and objective leads, assess crime hotspots, and not only solve, but prevent crime within our community; and,

WHEREAS, the Flock Safety ALPR system is the only official partner with Axon, our police body camera and interview room data storage provider, which will allow for direct connectivity to our current camera systems; and,

WHEREAS, the Flock Safety ALPR system will soon be utilized within the City of Milwaukee, and is already being utilized by other area municipalities. This system will allow for network connectivity and data sharing with these other local municipality systems; and,

WHEREAS, the West Allis Police Department has received a quote from Flock Safety; and,

WHEREAS, the West Allis Police Department has consulted with the West Allis Engineering Department and the West Allis Department of Public Works (Electrical Division) to help ensure proper installation; and,

WHEREAS, the Purchasing Department has researched the vendor pricing and offering of \$32,750.00 (year 1) for the necessary software, licenses, hardware, cloud-based storage, freight, and installation as well as a 2-year maintenance agreement (\$27,500.00 per year) to be fair and reasonable; and,

WHEREAS, the purchase of these items were included in the 2022 Budget; and,

WHEREAS, \$25,000.00 of this initiative will be funded from I.T. Department Account 100-1101-517.51-11 and the rest (\$7,500 in year 1; \$2500.00 in subsequent years) will be funded from the Police Department Asset Forfeiture Account.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the purchase of the above-described items, for an amount not to exceed \$32,750.00, from Frock Safety is hereby authorized.

SECTION 1: ADOPTION “R-2022-0149” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0149(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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



**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: City of West Allis	Contact Name: Patrick Mitchell
Address: 11301 W Lincoln Ave Milwaukee, Wisconsin 53227	Phone: (414) 302-8000 E-Mail: pmitchell@westalliswi.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24.00 Renewal Term: 24 Months	Pilot period: First 45 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Flock Falcon Camera	\$2,500.00	21.00	\$52,500.00
Implementation Fee	\$250.00	21.00	\$5,250.00

(Includes one-time fees)

Year 1 Total: \$60,250.00
Recurring Total: \$55,000.00

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

This Agreement is for 21 cameras during the length of the Pilot Period. At the end of the Pilot Period, Agency will unilaterally select up to 10 locations to retain during the rest of the Term. Notwithstanding any other language in this Agreement, Agency shall only pay for the number of locations Agency chooses to retain after the Pilot Period.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Flock Group Inc.

Order Form

This proposal expires in 30 days.

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
- 1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software
- 1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
- 1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.
- 1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.
- 1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.
- 1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.
- 1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.
- 1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
- 1.13 "**Support Services**" shall mean Monitoring Services, as defined in Section 2.9 below.
- 1.14 "**Unit(s)**" shall mean the Agency Hardware together with the Embedded Software.
- 1.15 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.16 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Agency's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license

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plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated

Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. During the term of this Agreement, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived

therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8.4 **Indemnity.** (Reserved).

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of

Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Flock Group Inc.

Order Form

This proposal expires in 30 days.

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage

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- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
6. Warranty & Service:
- Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

**CITY OF WEST ALLIS
RESOLUTION R-2022-0173**

RESOLUTION APPROVING A \$500,000 BROWNFIELD REVOLVING LOAN FUND FROM THE CITY'S U.S. EPA REVOLVING LOAN FUND GRANT TO MAKERS ROW PHASE I LLC, FOR PROPERTY LOCATED WITHIN THE SIX POINTS/FARMERS MARKET REDEVELOPMENT AREA, SOUTH OF NATIONAL AVENUE (SONA) REDEVELOPMENT

WHEREAS, the City has identified the 6.63 acres of land consisting of 66** W. National Avenue (454-0648-000), 66** W. Mitchell St. (454-0650-000), and 66** W. National Avenue (454-0649-000) (“Property”) on Property called South of National Avenue (SONA) redevelopment area (the “Property”) site as a candidate for an RLF Loan due to known environmental contamination and required cleanup; and,

WHEREAS, the Makers Row Phase I LLC (the “Developer”) will be acquiring the Property for the development as part of The Market at Six Points development and will be eligible for the RLF Loan; and,

WHEREAS, the City submitted to the U.S. EPA an eligibility letter for the Property for review and the U.S. EPA approved the Property’s eligibility on November 16, 2021; and,

WHEREAS, the City has offered a \$500,000 RLF to the development remediation on the Property; and,

WHEREAS, the Developer is required to fund all EPA RLF related expenses upfront, and will then be reimbursed by the City of West Allis; and,

WHEREAS, the Developer if required to provide a 20% match to the project and adhere to all necessary federal provisions.

NOW THEREFORE,BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of a loan in the amount not to exceed Five hundred Thousand dollars (\$500,000) to Maker Row Phase I LLC, in accordance with the terms and conditions outlined in the commitment letter attached as Exhibit A attached hereto and incorporate herein by reference.

BE IT FURTHER RESOLVED that the Economic Development Executive Director or his designee, is hereby authorized and directed to enter into a Revolving Loan Contract by and between the City of West Allis and Makers Row Phase I LLC and take any and all other actions on behalf of the City of West Allis which they deem necessary or desirable in connection with the U.S. EPA Revolving Loan Fund including, without limitation, negotiating, executing, delivering, and performing obligations in connection with the Loan.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of any and all U.S. EPA Revolving Loan Fund Subgrant-related documents between the Community Development Authority of the City of West Allis and the City of West Allis, and/or any other documents 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-2022-0173” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0173(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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

March 1, 2022

Makers Row Phase I LLC
330 East Kilbourn Avenue
Milwaukee, WI 53202

Dear Makers Row Phase I LLC:

Pursuant to your application and information provided by you, the Common Council of the City of West Allis ("City") hereby agrees to make a West Allis Brownfield Revolving Loan Fund loan to Makers Row Phase I LLC, in accordance with the federal U.S. Environmental Protection Agency regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Makers Row Phase I LLC with offices at the property located at 330 East Kilbourn Avenue, Milwaukee WI, 53202.
2. Owner. Makers Row Phase I LLC
3. Project. Loan proceeds are to be used to reimburse Borrower for costs incurred by Owner for environmental work associated with the site capping, grading and soil management. Funds will be associated with work at the following properties:
 - A. 6675 W. National Avenue – SoNa - (Former 700 Properties) Site located at 1615 S. 66th Street, 6633-6709 West National Avenue and 6616 West Mitchell Street, West Allis, Wisconsin, 53214 (Tax Key # 454-0648-000, 454-0649-000, and 454-0650-000). (6.53 acres)
4. Loan Amount. The loan amount shall not exceed Five Hundred Thousand Dollars (\$500,000). Disbursement of the aggregate principal will be at draw request & work performance. The loan is on a reimbursement basis. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be one and one-half of a percent (1.50%) per annum, provided that no interest will accrue for a period of 24 months following closing and will begin accruing starting on the 25th month following closing. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18%) per annum until paid.
6. Term. The term of this loan shall be ten years (120 months) with a 25-year amortization. A balloon payment will be required upon the last payment.
7. Payments. The loan will not have principal and interest payments for a period of 24 months following closing. Principal and interest payments will be required starting on the 25th month following closing.

- A. Loan will be required to be an automatic withdraw from the Borrower's account for payment
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:
- A. Loan Agreement outlining the conditions of the loan including necessary environmental clean-up work to be performed for the loan funds.
 - B. A Note payable to the City of West Allis.
 - C. A Mortgage on the Property identified as Lot 1 per the CSM Attached as Exhibit D .
10. Loan Processing Fee. A non-refundable fee of Two Thousand Dollars (\$2,000) to be paid upon acceptance and delivery of this Commitment (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
11. Maturity Date. This loan shall mature 10 years after closing.
12. Closing Date. The loan shall close following the acquisition of the properties stated above under Section 3.
13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
14. Duns Number/Federal ID Number. Borrower must provide a Duns/Federal ID Number as proof of application by closing and provide a federal identification number to the City.
15. Match. The Borrower is required to provide a 20% match of the total loan calculated at One Hundred e Thousand Dollars (\$100,000.00). The Match must come from payment of West Allis Brownfield Revolving Loan Funds eligible activities.
16. General Conditions. All of the terms and conditions contained in the attached "Federal Requirements" (Attachment A) are incorporated into this Commitment and as provided in the draft attached. City of West Allis Brownfield Revolving Loan Agreement (Attachment B)
17. Contract. The work associated with these funds must follow the attached Federal Contract documents attached as Attachment C. Borrower is responsible for compliance with all necessary federal requirements.
18. U.S. EPA. The loan is subject to approval of eligibility from U.S. EPA. Borrower must comply with all necessary U.S. EPA requirements.
19. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and

delivering it to the office of the undersigned on or before March 31, 2022, along with the non-refundable loan processing fee and the written guarantee by Makers Row Phase I, LLC. If not so accepted, the City shall have no further obligation hereunder.

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF WEST ALLIS

By: _____
Patrick M. Schloss, Executive Director
Economic Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

BORROWER

Date: _____

By: _____
Managing Member
Makers Row Phase I LLC

Received Acceptance and Loan Processing Fee:

By: _____
Shaun M. Mueller
Development Project Manager

Date: _____

Attachments

Attachment A

CITY OF WEST ALLIS - EPA RLF Loan

FEDERAL REQUIREMENTS

BORROWER: Makers Row Phase I LLC

LOAN COMMITMENT: March 1, 2022

LOAN AMOUNT: \$500,000

This Loan is funded with Federal US EPA Funds. Borrower will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrower will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrower shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrower will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrower will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrower certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrower will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrower will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrower will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the

Borrower will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrower have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrower' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

A. Withholding of payments under the Loan Agreement until Borrower comply;
and/or

B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part declaring the loan in default.

C. Other remedies that may be legally available.

City

Borrower

CITY OF WEST ALLIS BROWNFIELDS REVOLVING LOAN AGREEMENT

I. PARTIES

This Agreement is made effective as of March ____, 2022 (“Closing Date”) defined below, by and between the City of West Allis (“CITY”), with offices at 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214 (“Lender”) and Makers Row Phase I, LLC, a limited liability company organized and operating under the laws of the State of Wisconsin (“Borrower”), with its principal offices at 330 East Kilbourn Avenue Milwaukee, WI 53202.

II. RECITALS

- A. Whereas, CITY is a recipient of a grant to establish the Brownfields Revolving Loan Fund Program (the “BRLF”) from the USEPA and is authorized to make loans pursuant to the Enabling Federal Statute and Cooperative Agreement defined below; and
- B. Whereas, Borrower is the fee owner of the Property identified as Lot 1 (see Commitment Letter Exhibit D) within the property located south of National Avenue – SoNa - (Former 700 Properties) consisting of 1615 S. 66th Street, 6633-6709 West National Avenue and 6616 West Mitchell Street, West Allis, Wisconsin, 53214 (Tax Key # 454-0648-000, 454-0649-000, and 454-0650-000). Lot 1 is (1.8758 acres) , West Allis, Milwaukee County, Wisconsin; and
- C. Whereas, the Property is a Contaminated Site contaminated with the following hazardous substances: and
- D. Whereas, Borrower has entered into the WDNR NR 700 Site Closure Process and certifies that the cleanup will be consistent with the National Contingency Plan requirements for a non-time critical removal action and in accordance with Chapter NR 700 Wisconsin Administrative Code; and
- E. Whereas, the Property is a Contaminated Site and Borrower has received copies of a Phase I Environmental Site Assessment the Property conducted by the Community Development Authority of the city of West Allis; and
- F. Whereas, Borrower intends to develop the Property as described in the Application, and for the development known Makers Row Phase I LLC - commercial buildings; and hereby referred to as the project (PROJECT)
- G. Whereas, Borrower has made Application to CITY for a loan to clean the Property (the “Loan”); and
- H. Whereas, CITY’S commitment to fund the Loan is subject to the availability of funds made available by the USEPA through Section 104(k) of CERCLA, 42 U.S.C. Section 9604(k) as amended by the Small Business Liability Relief and Brownfields Revitalization Act, and subject to the terms of the Cooperative Agreement defined below; and

I. Whereas, the total loan amount is \$500,000. (EPA)

IN CONSIDERATION OF MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE TO THE FOLLOWING TERMS:

III. DEFINITIONS

- A. "Agreement" means this Contaminated Site Loan Agreement by and between CITY and Borrower. The Application described below is incorporated into this Agreement by reference.
- B. "Application" means the Contamination Cleanup Grant Application submitted to CITY, and all other loan documents as described below and materials submitted by Borrower to CITY requesting or in support of its request for the Loan.
- C. "Authority" means the Community Development Authority of the City of West Allis.
- D. "Borrower" means Makers Row Phase I LLC, a limited liability company organized and operating under the laws of the State of Wisconsin, which is the fee owner of the Contaminated Site and an affiliate of the Required Assigns.
- E. "Closing Date" is the date on which the Note is executed or this Agreement becomes effective, whichever date shall occur last, and the date after which eligible contamination cleanup costs may be incurred for subsequent payment from the Loan Proceeds.
- F. "Contaminated Site" means a site contaminated with a release of a hazardous substance defined by both the federal CERCLA and under Section 292.01(5) Wis. Stats. (the Wisconsin Spill Law) as a pollutant or contaminant, presenting an imminent and substantial endangerment to the public health, welfare, or the environment.
- G. "Contractor" means a person, including the general Contractor, who shall be engaged to work on or to furnish materials or supplies for the Project.
- H. "Cooperative Agreement" means the agreement between the USEPA and CITY governing the administration and implementation of the Brownfields Revolving Loan Fund identified as Agreement No. 00E96501 and Agreement No. BF-00E43001-0.
- I. "Cost-Share Requirement" means Borrower's required contribution of not less than twenty percent (20%) of Total Eligible Project Costs set forth in the Project Budget. Section XII hereof, and as amended from time to time.
- J. "Default" means an Event of Default or any event that but for the passing of time or the giving of notice or both would be an Event of Default.
- K. "Due Date" means the day upon which the first Loan Payment is due, as specified in the Note.
- L. "Enabling Federal Statute" means Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k).

- M. "Final Due Date" means the day upon which the final Loan Payment is due, or such other due date as may be specified in the Note, or such accelerated date upon which the entire outstanding balance of principal and accrued interest then due under the Note may become due and payable as the result of an Event of Default.
- N. "Lender" means the City of West Allis.
- O. "Loan Documents" means all of the following:
1. This Agreement
 2. The Term Credit Agreement
 3. The Note
 4. The Application including all attachments
 5. The Mortgage
 6. All other documents required as a condition of making the initial advance under the Term Credit Agreement
- P. "Loan Period" means the time period from the Closing Date until the Final Due Date.
- Q. "Loan Proceeds" means the total principal sum of the Loan disbursed to the Borrower.
- R. "Mortgage" means a Third Mortgage from Borrower to CITY, dated as of the Closing Date, in form and substance acceptable to CITY'S Director of Development, City Attorney and Borrower.
- S. "Note" means the Business Note for the Loan from Borrower to CITY dated as of the Closing Date.
- T. "Payment Request" means a document submitted to CITY by Borrower concurrent with invoices, requesting a draw of Loan Proceeds. Invoices submitted with the Payment Request shall reflect only Eligible Project Costs.
- U. "Project" means the Contaminated Site cleanup activities at the Property further described in the Remedial Action Plan, addressing different areas of the Property, which was provide and subject to approval by the WDNR on _____.
- V. "Project Budget" means the approved project budget and project activities, found in this Agreement, Section XII.
- W. "Project Costs" or "Eligible Project Costs" shall be defined as CITY-approved expenses incurred in performing and accomplishing contamination cleanup activities during the Loan Period to pay costs incurred after the Loan Closing Date in connection with the Project, which shall include, but are not limited to: the costs of labor, supplies, materials, program costs and services and WDNR oversight fees associated with the Project, and as described in the Budget of this Agreement and the Application. Eligible project costs shall have been pre-approved by CITY and submitted in the Application in conformance with the requirements of Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k). Eligible costs shall not include:
1. Cleanup Project costs incurred by Borrower prior to the Closing Date;
 2. Costs of Loan Application preparation, Loan Document preparation or legal review;

3. Costs of financial management, audits or Payment Request preparation;
4. Borrower facility, administrative, supplies, equipment or overhead costs.

- X. "Project Schedule" means the Timeline submitted in the Application, Part V and VI.
- Y. "Property" means the Contaminated Site described on Exhibit 1.
- Z. "Remedial Action Plan" means the documented Plan for Cleanup of the Contaminated Site approved by the WDNR on _____.
- AA. "Term Credit Agreement" means the Term Credit Agreement for the Loan between CITY and Borrower dated as of the Closing Date.
- BB. "USEPA" means the United States Environmental Protection Agency.
- CC. "WDNR" means the Wisconsin Department of Natural Resources, a regulatory and technical assistance agency that oversees the methods, process and completion of cleanup on Contaminated Sites.

IV. LOAN TERMS AND CONDITIONS

In addition to the terms and conditions for advances of Loan Proceeds under the Term Credit Agreement, the following terms and conditions shall apply:

- A. **Use of Loan Proceeds.** Loan Proceeds shall be used to pay not more than eighty percent (80%) of Eligible Project Costs incurred during the Loan Period and according to the requirements of the Remedial Action Plan. **Exhibit 2 - Project Budget**
- B. **Cost-Share Requirement.** Borrower shall provide proof of payment of not less than twenty percent (20%) of Eligible Project Costs incurred during the Loan Period and according to the requirements of the Remedial Action Plan.
- C. **Disbursement of Loan Proceeds.** CITY shall disburse the loan proceeds to Borrower based upon the progress of the work completed and based upon receipt of satisfactory documentation of expenditures. Payment Requests must include supporting invoices and subcontractor invoices that describe the services performed and reference the date services were performed. Invoices must be consistent with the approved Project Budget. Borrower acknowledges that the Cooperative Agreement with the USEPA is the source of all Loan Proceeds and that CITY is under no obligation to lend any of its own funds to this association. **Exhibit 3 - Reimbursement Form**
- D. Reimbursements must align with the approved budget that was submitted with the application -

V. REPAYMENT, REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

- A. **Project Reporting.** Borrower shall submit to CITY a report on the distribution of funds and the progress of the Project covered from the Loan Closing Date through the following December 31st and annually thereafter. The reports must be received by CITY no later than the 1st of each year. CITY will provide reporting forms.

B. Financial Information Reporting. Borrower agrees that, at the reasonable request of CITY, it shall maintain adequate financial records consistent with generally accepted accounting principles consistently applied by Borrower. Borrower shall provide the following financial reporting information to CITY:

1. Accounting system records that track the use of Loan Proceeds by eligible site-specific Project Costs. The records shall segregate expenditures based on federal or non-federal sources of funds.
2. An audit or acceptable alternative audit information such as deposit slips and cancelled checks, showing the receipts and expenditures of the Loan Proceeds. Accounts and records related to the Loan Proceeds shall be accessible to CITY, through any authorized representatives, for the purpose of examination and audit. Borrower shall obtain approval from USEPA prior to destroying such documents.
3. **Other Project Information.** Borrower agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures of Loan Proceeds. Borrower shall permit a representative of CITY at any reasonable time and place to inspect, audit and monitor the Project and related financial information. Borrower shall maintain Project and related financial information for at least six (6) years following the completion of the Project or the completion of any litigation, claim, negotiation, audit or other action involving those documents, previously disclosed to CITY. Borrower shall obtain approval from USEPA prior to destroying such documents.

C. Project Completion Information. Borrower agrees cleanup will be done in accordance with the WDNR NR 700 Voluntary Cleanup Process and the Remedial Action Plan and agrees that it shall obtain from the WDNR and submit to CITY an appropriate assurance of cleanup completion.

VI. REPRESENTATIONS AND WARRANTIES

A. Environmental Representations and Warranties. Borrower represents and warrants, to the best of Borrower's knowledge, that:

1. Borrower is the current owner of the Property but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. Section 9607, or a responsible person as defined Section 292.11 Wis. Stat. (the Wisconsin Spill Law). CITY submitted a Site Eligibility Determination Letter to the USEPA on November 16, 2021.
2. The Property satisfies the definition of a brownfield site as defined in Section 101(39) of CERCLA, 42 U.S.C. 9601(39); and,
 - a. The Property is not listed or, to Borrower's knowledge, proposed for listing on the National Priorities List of the USEPA;
 - b. Borrower did not generate or transport hazardous substances, pollutants or contaminants at or to the Property;
 - c. An affiliate of Borrower acquired the Property on _____ through _____.
 - d. _____ acquired the Property after the disposal or placement of hazardous substances, pollutants and contaminants on the Property;

- e. Borrower has not caused, contributed to, permitted or exacerbated the release of hazardous substances, pollutants or contaminants on or from the Property;
 - f. Neither the Property nor Borrower is subject to an administrative order, court order, penalty, consent or judicial consent decree issued to or entered under CERCLA, resulting from environmental non-compliance; and
 - g. The Property is not subject to the jurisdiction, custody or control of the United States government.
 2. Borrower further represents and warrants that:
 - a. Borrower will not at any time in the future generate or transport hazardous substances, pollutants or contaminants at or to the Property in violation of applicable law; and
 - b. Borrower will not at any time in the future cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property.
 3. CITY conducted an Analysis of Brownfields Cleanup Alternatives (ABCA) Public Comment period from December 1 – December 15, 2021 for a 15 day comment period , based upon Ch. NR 716 Site Investigation Report and Ch. NR 722 Remedial Action Options Plan and Addendum. This document serves to define the nature and extent of contamination; identify the objectives of the response action; provided an analysis of alternatives; and recommend the necessary response actions, which includes the removal of highly contaminated materials, to meet the cleanup standards in Ch. NR 722 and the closure standards in Ch. NR 726. The ABCA was prepared under the guidelines of the WDNR Voluntary Cleanup program, and in accordance with Ch. NR 714 and all public review and comment provisions therein. Any significant comments to the ABCA were considered on December 8, 2021 Public Information Meeting or a response given by December 15, 2021. On this basis, the Authority selected a final ABCA response action on December 16, 2021, which is the response proposed by the Authority in the Remedial Action Plan for the Site. The Remedial Action Plan incorporates requirements for sampling Plans and Quality Assurance Project Plans and certifications as are required by Ch. NR 700, et seq., including Ch. NR 712, Ch. NR 716 and Ch. NR 149.
 4. The Community Relations Plan (CRP) was submitted by Borrower to the Authority and EPA approval granted on November 23, 2021 the, the fund manager for BRLF Program. The CRP is being implemented by the City.

B. Ownership. Borrower owns title to the Property.

C. Acknowledgement. Borrower acknowledges that the Cooperative Agreement between CITY and the USEPA regulates the use, and is the source of all Loan Proceeds. Borrower acknowledges that CITY is under no obligation to lend any of its own funds. Borrower further acknowledges that various federal rules, regulations, statutes and requirements are applicable to the Project by virtue of the Cooperative Agreement and Borrower covenants to comply with all such federal requirements.

VII. COVENANTS OF BORROWER

Borrower agrees that it will fully and faithfully comply with the covenants contained in this Article from the Closing Date until all of the Loan Proceeds and accrued interest have been repaid to

CITY in the manner provided in this Agreement; and the financial and project reporting obligations owed to CITY pursuant to this Agreement have been completed. The reporting obligations shall include the following:

- A. **Compliance.** Borrower agrees to complete the Project in accordance with the WDNR NR 700 Voluntary Cleanup Process, the Remedial Action Plan, Application, Project Schedule and the Project Budget.
- B. **Protection of Human Health and Environment.** Borrower agrees that cleanup activities shall protect human health and the environment.
- C. **Project Scope of Work Changes.** Borrower shall immediately report in writing to CITY any potential changes in the Remedial Action Plan and the discovery of hazardous substances, pollutants or contaminants not identified in the Remedial Action Plan. The WDNR and CITY shall approve all changes in or modifications to the Remedial Action Plan prior to such change or modification becoming effective. CITY will not require any changes to the Remedial Action Plan beyond those required by the WDNR. Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications.
- D. **Project Completion Notice.** Borrower agrees that it will notify CITY of the Project's completion as described in this Agreement.
- E. **Notice of Default.** Promptly upon any officer of Borrower obtaining knowledge of any of the following Events of Default or Defaults, Borrower shall deliver to CITY a notice specifying the nature and period of existence of such condition or event and what action Borrower has taken, is taking and proposes to take with respect to any condition or event that constitutes an Event of Default or Default.
- F. **Government Notices.** Borrower will deliver to CITY promptly after receipt copies of all notices, requests, subpoenas, inquiries or other writings received from any governmental agency concerning: any violation or alleged violation of any environmental laws; the storage, use or disposal of any environmentally regulated substances; or the violation or alleged violation of any other law, ordinance, governmental regulation, or court order, including the violation or alleged violation of Borrower's payment or nonpayment of any taxes, if the events or circumstances related thereto could reasonably be expected to have a material adverse effect.
- G. **Expenses of Collection or Enforcement.** Borrower agrees that if at any time Borrower defaults on any provision of this Agreement it will pay CITY or its assigns (in addition to any other amounts that may be due from Borrower) an amount equal to the reasonable costs and expenses of collection or enforcement of CITY's claims, including attorney's fees and other legal expenses.
- H. **Erect a Sign.** Borrower agrees to erect a sign on the Property, approved by CITY, stating that the Work is being financed in part by USEPA BRLF Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected criminal activities. The sign erected on the Property shall comply with 40 CFR Part 35, Subpart O (Section 35.6105 (a) (2) (ii)).

VIII. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- A. Default by Borrower under any of the Loan Documents that is not cured within the applicable cure period, if any;
- B. Any representation or warranty made by Borrower hereunder proves false or misleading in any material respect;
- C. Use of the Loan Proceeds for purposes other than provided in this Agreement;
- D. Default by Borrower in the performance of any other term, covenant or agreement contained herein, which default is not cured within thirty (30) days of receipt of a notice of default;
- E. Default by Borrower under the terms of any agreement or instrument pursuant to which Borrower has borrowed money from any person or entity for the Property, which default is not cured within thirty (30) days of a notice of default;
- F. Failure of Borrower to satisfy any judgment or remove any levy or other process against the assets of Borrower within thirty (30) days after the entry or levy thereof, or at least five (5) days prior to the time of any proposed sale under any such judgment or levy;
- G. Upon the occurrence of an Event of Default under this Section, Borrower promises to pay to CITY all collection and reasonable attorneys' fees and expenses actually incurred by CITY, whether or not litigation is commenced, including, but not limited to, penalties and/or fees due under this Agreement.

IX. REMEDIES OF CITY

- A. **Rights Available.** Upon the occurrence of an Event of Default, CITY may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Agreement and all other remedies available to CITY under the Loan Documents, at law or in equity, at any time and from time to time. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy, whether or not the indebtedness evidenced by the Note shall be due and payable and whether or not CITY shall have instituted any actions for the enforcement of its rights under the Note.
- B. **Secure Site.** Upon an Event of Default, Borrower shall secure the Property. The cost of securing the Property is the responsibility of Borrower. If Borrower fails to secure the Property within twenty-four (24) hours, CITY may, but shall not be obligated, to do so at Borrower's sole cost.

X. CERTIFICATIONS

Borrower agrees to do the following for so long as amounts remain due under the Note:

- A. **Compliance With All Laws.** Borrower shall carry out the Project activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended (42 U.S.C. §§ 9601 et seq.) (“CERCLA”); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 C.F.R. Part 31; the National Oil and Hazardous Substances Contingency Plan (“NCP”), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. §§ 276a to 276a-5 and 42 U.S.C. § 3222 as set forth in CERCLA § 104 (g))¹; all applicable “cross-cutting requirements” described in this section, including those federal requirements agreed between the USEPA and CITY set forth in the Cooperative Agreement; MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. Failure to comply with this provision shall not be a breach of this covenant if such failure does not have, or is not reasonably expected to have a materially adverse effect on the properties, business prospects or condition (financial or otherwise) of Borrower and Borrower is acting in good faith and with reasonable dispatch to cure such noncompliance.

- B. **Buy American Requirements.** Borrower understands that the Loan Proceeds are being funded with Federal monies requiring provisions commonly known as “Buy American” which requires all of the iron, steel and manufactured goods used in the Project to be produced in the United States (“Buy American Requirements”). Borrower hereby represents and warrants to and for the benefit of CITY that: (i) Borrower has reviewed and understands the Buy American Requirements; (ii) all of the iron, steel and manufactured goods used in the Project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (iii) Borrower and its agents will provide any further verified information, certification or assurance of compliance herewith, or information necessary to support a waiver of the Buy American Requirements, as may be requested by CITY. Notwithstanding any other provision of this Agreement, any failure to comply herewith shall entitle CITY to recover as damages against Borrower any loss, expense or cost (including without limitation attorney’s fees) incurred by CITY resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from USEPA).
- C. **Litigation.** Borrower shall promptly give notice in writing to CITY of any litigation pending or threatened against Borrower or the Property in excess of Twenty Thousand Dollars (\$20,000).
- D. **Non-Discrimination and Equal Opportunity.** Borrower agrees to comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex, sexual orientation and disability. In addition, Borrower shall undertake good faith efforts in compliance with 40 C.F.R. § 31.36 (e) or 30.44(b) to give opportunities to qualified Small Business Enterprises, Minority Business Enterprises and Women-Owned Business Enterprises to submit proposals and bids and provide services on contracts and subcontracts for services and supplies. Borrower shall submit a report of such efforts at the request of CITY.

¹ Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with WABRLF Funds. Borrower must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.

- E. Debarment and Suspension.** Borrower certifies that Borrower and, to its knowledge, any Contractor(s):
1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter "public") transactions;
 2. Have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; (ii) violation of federal or state antitrust laws; or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection 2, above; and
 4. Have not within the preceding three (3) years had a public transaction terminated for cause or default.
- F. Environmental Compliance.** Borrower certifies that it is not now, and has not in the past been, subject to any penalties resulting from environmental non-compliance at the Property. Borrower further certifies that it will conduct cleanup activities in accordance with the CITY program, WDNR NR 700 Voluntary Cleanup Process and the Remedial Action Plan. Based on public involvement requirements or unforeseen site circumstances, Borrower shall consult with the appropriate state response program to determine if it is necessary to formally amend the Remedial Action Plan or Project. All changes or modifications to the Project or Remedial Action Plan shall be approved in writing by the state response program prior to such change or modification becoming effective.
- G. Notice of Change in Remedial Action Plan.** Borrower shall immediately report in writing to CITY and its consultants any changes in the Remedial Action Plan and the discovery of hazardous substances, pollutants or contaminants not identified in the Remedial Action Plan. The WDNR oversight staff shall approve all changes in or modifications to the Remedial Action Plan prior to such change or modification becoming effective. CITY will not require any changes to the Remedial Action Plan above and beyond those required by the WDNR oversight staff. Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications. In the event that unforeseen conditions are discovered during the course of the Project, CITY reserves the right to revise the Budget and Project Activities (Section XII of this Agreement) and other Project documents.
- H. Project Start and Completion.** Borrower agrees to begin the Project within three (3) months of the Closing Date and to complete the Project in accordance with the Project Schedule of the Application to last not more than 12 months from when it starts, subject to unavoidable delay. As used herein, the term unavoidable delay shall mean delays due to acts of God, fire, storm, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, governmental restrictions or any similar cause over which Borrower is unable to exercise control. Borrower shall notify CITY when the Project is complete. The notice of completion shall contain certification or documentation necessary to establish the following:
1. Borrower has prepared, and the WDNR has approved, a Closure Request Report. This report shall summarize the actions taken, the resources committed and the problems encountered in completion of the Project, if any. Borrower shall supply supplemental information as needed by CITY to complete a "Cleanup Closeout Report."
 2. The WDNR has issued an appropriate assurance of cleanup completion letter.

3. All Loan Proceeds were expended for eligible Project activities

- I. **Inspection and Right to Stop Work.** Lender and the state response program shall have full authority to enter the Property and inspect the Project at all times during the execution of the Project. Borrower recognizes that Lender or the state response program has the right to stop the Project immediately and take reasonable and necessary action in the event that the Project is unsatisfactory or is not substantially in accordance with the Remedial Action Plan, or that a condition exists which creates an imminent and substantial threat to human health, welfare or the environment.

XI. MISCELLANEOUS

- A. **Governing Law and Inconsistent Provisions.** The Loan Documents shall be construed in accordance with and governed by the laws of the State of Wisconsin except where superseded by federal statutes or regulations. Where provisions of the Application are inconsistent with provisions of this Agreement, this Agreement takes precedence over the Application.
- B. **Null and Void Covenants.** Borrower agrees that, in the event that any provision of this Agreement or any other instrument executed at closing shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are now and shall hereafter be deemed separate.
- C. **Notices.** Except as otherwise expressly provided herein, all notices, payment requests, requests for changes in the Project budget, schedule or scope of work, and other communications provided for in this Agreement shall be in writing and mailed by certified mail, postage prepaid, or delivered by a recognized overnight express delivery service or sent by electronic mail, telecopy or facsimile transmission to the applicable party at its address indicated below:

To CITY: City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214
FAX: (414) 302-8401
Telephone: (414) 302-8462
Attn: Patrick Schloss
Executive Director, Economic Development

To Borrower: Makers Row Phase I, LLC
330 East Kilbourn Avenue
Milwaukee, WI 53202
Attn: Robert Monnat

With a copy to: City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214
Attn: Kail Decker
City Attorney

All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mails, provided that a copy of such document shall also have been sent via facsimile transmission on the same day as the mailing. Without this facsimile transmission, notices, requests, demands or other communications shall be effective, when mailed, or electronically mailed only upon receipt.

D. **Amendments.** Amendment, modification, termination or waiver of any provision of any portion of this Agreement or consent to any departure by Borrower therefrom shall not be effective unless it is in writing and signed by an authorized representative of CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may not be amended unless by a written instrument signed by CITY.

XII. APPROVED PROJECT BUDGET AND PROJECT ACTIVITIES

The following Activities and Costs are based on the Project Budget submitted by Borrower in the Application. Modifications to the following Project activities or Project Costs must be approved in writing by CITY.

XIII. SIGNATURES

CITY and Borrower, as of the Loan Closing Date, hereby acknowledge their assent to this Agreement and agree to be bound by its terms through their signatures entered below:

BORROWER:

CITY:

Makers Row Phase I, LLC

By _____

By _____

Title: Manager

Title: Economic Development Executive Director

By _____

Title: Jason Kacmarek
Finance Director

Examined and approved as to form and execution this _____ day of _____, 2022.

Kail Decker, City Attorney

EXHIBIT 1

Description of Property

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

US EPA



Community Development Division
City of West Allis

7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 302-8460

SECTION 1 INTRODUCTION

- 1. Minority Business Participation**
- 2. Code of Conduct**
- 3. Record Retention**
- 4. Contract Provisions**
- 5. Access to Records**

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

- 1. Equal Opportunity**
- 2. EEO Officer**
- 3. Dissemination of EEO Policy**
- 4. Recruitment of Employees**
- 5. Selection of SubCONTRACTORS, Procurement of Materials and Leasing of Equipment**
- 6. EEO Records and Reports**
- 7. Nonsegregated Facilities**
- 8. Falsification of Documents**
- 9. *Intentionally Deleted***
- 10. Office of Federal Contract Compliance Programs (OFCCP)**

SECTION 3 FEDERAL LABOR STANDARDS REGULATIONS

- 1. Regulations**
- 2. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion**
- 3. Instructions for Certification Lower Tier Covered Transactions**
- 4. Payment of Prevailing Wages**
- 5. Personnel Actions**
- 6. Conformance Rates**
- 7. Payment of Fringe Benefits**
- 8. Apprentice Participation**
- 9. Overtime Requirements**
- 10. Withholding Payments**
- 11. Violations and Liability**
- 12. Statements and Payrolls**

SECTION 4 ATTACHMENTS

- 1. Minority and Women's Business Goals**
- 2. Minority and Women's Business Compliance Report**
- 3. Federal Labor Provisions- HUD FORM 4010**
- 4. Equal Employment Opportunity Poster**
- 5. Intentionally Deleted**
- 6. Notice to All Employees of Federally Assisted Projects**
- 7. Wage Decision**
- 8. Prevailing Wage Payroll Format**
- 9. Health and Safety Poster**

1. MINORITY BUSINESS PARTICIPATION:

On each federally funded project, the CONTRACTOR is required to maintain documentation supporting their best efforts to achieve the MBE/WBE participation. Only those businesses duly registered on Wisconsin Department of Commerce Minority and Women's Business Directory may be counted toward the goal. The directory is available at www.commerce.state.wi.us/php/mbe-od/alpha_result_page.php or http://commerce.wi.gov/php/WBE/wbe_od_start.php/name.

The goals are provided under **Section 5 – Attachment 1**.

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (24 CFR Part 85.36(e)).

Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation of small and minority businesses and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Wisconsin Department of Commerce; and
- F. Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps stated above A-E.

The reporting charts under Section 5- Item 2 will require completion to document minority firms and women enterprises were provided the opportunity to bid or provide services under this Contract bid.

2. CODE OF CONDUCT: 24 CFR 84.42

The contract utilizing all or part grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

3. RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

4. CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, the CONTRACTOR must adhere to **Federal Labor Provisions- HUD FORM 4010 under Section 5 – Attachment 3**.

Required Contract Provisions Federally Assisted Construction Contracts:

Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where CONTRACTORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

If this contract is in excess of \$25,000, the contract provides provision for termination including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CONTRACTOR.

If the contract is in excess of \$100,000, the contract requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the City, HUD and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the CONTRACTOR's own organization and with the assistance of workers under the CONTRACTOR's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

5. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts, which exceed \$100,000 – 49 CFR 20)

The CONTRACTOR certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees that by submitting a bid or proposal that they require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters, which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

6. ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access the CONTRACTOR's pertinent books, documents, papers or other records which are pertinent to the grant and/or project in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

1. Equal Employment Opportunity Regulations

Since this project will be financed all or in part with Community Development Block Grant funds, the CONTRACTOR and any subcontractors shall be required to meet all regulations of the Federal Government and the HUD in regard to equal opportunity and employment practices. The award of this contract will not be made until the successful bidder has demonstrated ability to comply with all these regulations as required by the HUD. The apparent low bidder will be required to show compliance with federal regulations. **See Equal Employment Opportunity Poster under Section 5- Attachment 5 for required posting at all work sites.**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

The CONTRACTOR will include the portion of the following provisions of Paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Orders 11375 and 13279, as supplemented in Department of Labor regulations (41 CFR Part 60), so that such provisions will be binding upon each subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Equal employment opportunity (EEO) requirements are not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the CONTRACTOR's project activities under this contract. The Equal Opportunity Construction CONTRACTOR Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the CONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO.

The CONTRACTOR will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex, age or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex orientation, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex, age, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising that said labor union or workers' representatives of CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 dated December 12, 2002, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 13279 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include provisions of Paragraph A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- H. No person in the United States shall, on the ground race, color, sex orientation, religion, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

2. CONTRACTOR EEO OFFICER:

The CONTRACTOR will designate and make known to the City of West Allis the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

3. DISSEMINATION OF POLICY:

All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority employees.

Notices and posters identifying the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. RECRUITMENT OF EMPLOYEES:

When advertising for employees, the CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONTRACTOR for employment consideration.

In the event the CONTRACTOR has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

The CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subCONTRACTORS, including procurement of materials and leases of equipment.

The CONTRACTOR shall notify all potential subCONTRACTORS and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subCONTRACTORS or subCONTRACTORS with meaningful minority group and female representation among their employees.

The CONTRACTOR will use his best efforts to ensure subCONTRACTOR compliance with their EEO obligations.

6. EEO RECORDS AND REPORTS:

The CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of five years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the CONTRACTOR shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

7. NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more. By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this contract. The CONTRACTOR further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

8. FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the CONTRACTOR to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The CONTRACTOR or subCONTRACTOR shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subCONTRACTOR fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

9. Intentionally Deleted

10. OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For this federally assisted construction contract, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all CONTRACTORs and subCONTRACTORs holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the CONTRACTOR/bidder of

the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction CONTRACTOR must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

11. Compliance with Rehabilitation Act of 1973

- A. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Pursuant to Section 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§793 and 794); Definition: "Individual with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment, as provided in 29 U.S.C. §706(8)(B). For purposes of employment, this term does not include: Any individual who is currently engaging in the illegal use of drugs, as provided in 29 U.S.C. §706(8)(C), or any individual who is an alcoholic whose current use of alcohol prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol abuse, would constitute a direct threat to property or the safety of others, as provided in 29 U.S.C. §706(8)(C)(v); or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job (as provided in 29 U.S.C. §706(8)(D)).
1. The CONTRACTOR will not discriminate against any employee because of disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
 2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations a relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the

contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 Federal Labor Standards Regulations

Any and all CONTRACTORS, subcontractors, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

The attached **Notice to All Employees Poster on Federally Assisted Projects** must be posted on the worksite during the entirety of the project. **See Section 5- Attachment 6.**

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. **Wage Decision attached under Section 5 – Attachment 7.**
3. Contract Work Hours and Safety Standards Act
4. Copeland Act (Anti-Kickback Act)
5. Fair Labor Standards Act
6. **Payroll Format attached under Section 5 – Attachment 8**

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the contractor is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The CONTRACTOR shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the CONTRACTOR to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The CONTRACTOR shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The CONTRACTOR further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The City covered transaction will rely upon a certification of a CONTRACTOR in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs” (Nonprocurement List), which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the CONTRACTOR and subCONTRACTOR providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier subCONTRACTOR shall provide immediate written notice to the person to which this proposal is submitted if at any time the subCONTRACTOR learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR and subCONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The CONTRACTOR and subCONTRACTOR further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A CONTRACTOR in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The CONTRACTOR and subCONTRACTOR certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the CONTRACTOR and subCONTRACTOR are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or its subCONTRACTORS and such laborers and mechanics. The wage determination shall be posted at all times by the CONTRACTOR and its subCONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

4. PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other

persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

The CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

5. CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the CONTRACTOR or subCONTRACTOR, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the CONTRACTOR or subCONTRACTORS, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

6. PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR or subCONTRACTORS, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the CONTRACTOR or subCONTRACTOR does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met.

7. APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered

with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR or subCONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the CONTRACTOR's or subCONTRACTOR's registered program should be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a

State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR or subCONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

8. OVERTIME REQUIREMENTS:

No CONTRACTOR or subCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

9. WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the CONTRACTOR or subCONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime CONTRACTOR, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the CONTRACTOR or any subCONTRACTOR the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the CONTRACTOR and any subCONTRACTOR responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such CONTRACTOR and subCONTRACTOR shall be liable to the United States for liquidated damages.

11. STATEMENTS AND PAYROLLS:

Applicable to all Federally assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The CONTRACTOR shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR and each subCONTRACTOR during the course of the work and preserved for a period of 5 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the CONTRACTOR and subCONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subCONTRACTORS employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each CONTRACTOR and subCONTRACTOR shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subCONTRACTORS.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subCONTRACTOR or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

Attachment # 1

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and subcontracts in excess of \$10,000 (EO 11246). All hours of work (federal and nonfederal) in each trade, regardless of the location of work, are subject to these goals.

- A. Goals for Women: 6.9%
- B. Goals for Minorities: 8.0%

ATTACHMENT #3

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT #4

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men

performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410



NOTICE

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS*

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits *polygraph* (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to \$10,000 against violators. Employees or job applicants may also bring their own court actions.

ADDITIONAL INFORMATION

Additional information may be obtained, and complaints of violations may be filed, at local offices of the Wage and Hour Division. To locate your nearest Wage-Hour office, telephone our toll-free information and help line at 1 - 866 - 4USWAGE (1 - 866 - 487 - 9243). A customer service representative is available to assist you with referral information from 8am to 5 pm in your time zone; or if you have access to the internet, you may log onto our Home page at www.wagehour.dol.gov.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

**The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.*

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1462
June 2003



Project Name/Address: _____

ANTI-LOBBYING CERTIFICATE

Certification for contracts, grants, loans and cooperative agreements funded with CDBG or HOME dollars

The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., and 18 P.C.S. § 4904 (pertaining to unsworn falsification to authorities) apply to this certification and disclosure.

Company Name: _____

Company Officer: _____
(Print Name and Title)

(Signature)

(Date)

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

	<p>CITY AT THE CENTER WEST ALLIS Department of Development Patrick Schless Contracting Officer Manager</p>
<p>7525 West Greenfield Avenue West Allis, Wisconsin 53214 Phone 414/382-8468 Fax 414/382-8401</p>	<p>pschless@ci.west-allis.wi.us http://www.ci.west-allis.wi.us</p>

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**



"General Decision Number: WI20220015 02/04/2022

Superseded General Decision Number: WI20210015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/04/2022

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
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BRICKLAYER.....\$ 37.07 24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.75 24.32

BRWI0009-001 06/01/2020

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.86 25.22

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 36.80 24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 37.36 24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

 CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

 ELEC0014-002 12/26/2021

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.83	21.89

 ELEC0014-007 05/30/2021

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

 ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
 MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE
 (East of a line 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and
 Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
 Emmet Townships), GREEN, LAKE (except Townships of Berlin,
 Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
 Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
 Florence and Homestead) AND MARINETTE COUNTY (Township of
 Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2020		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
 Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
 MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
 West of a line 6 miles West of the West boundary of Oconto
 County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
 AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2021		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 43.45	24.89

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

* ENGI0139-001 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
 COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.61	24.60
Group 2.....	\$ 47.61	24.60
Group 3.....	\$ 47.11	24.60
Group 4.....	\$ 46.42	24.60
Group 5.....	\$ 42.64	24.60
Group 6.....	\$ 37.49	24.60

HAZARDOUS WASTE PREMIUMS:
 EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and
 Derricks with or w/o attachments with a lifting capacity of
 over 100 tons; or Cranes, Tower Cranes, Pedestal Tower
 Cranes and Derricks with boom, leads, and/or jib lengths
 measuring 176 feet or longer; Self-Erecting Tower Cranes
 over 4000 lbs lifting capacity; All Cranes with Boom
 Dollies; Boring Machines (directional); Master Mechanic.
 \$0.50 additional per hour per 100 tons or 100 ft of boom
 over 200 ft or lifting capacity of crane over 200 tons to a
 maximum of 300 tons or 300 ft. Thereafter an increase of
 \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and
 Derricks with or without attachments with a lifting
 capacity of 100 tons or less; or Cranes, Tower Cranes

Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

* ENGI0139-003 06/06/2021

REMAINING COUNTIES

Rates

Fringes

Power Equipment Operator

Group 1.....	\$ 44.27	23.80
Group 2.....	\$ 43.02	23.80
Group 3.....	\$ 40.97	23.80
Group 4.....	\$ 40.44	23.80
Group 5.....	\$ 38.37	23.80
Group 6.....	\$ 36.84	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or

without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

 IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LABO0113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26
Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,

CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2021

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75

Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

 PLUM0011-003 05/07/2018

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72

 PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

 PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

 PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
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PLUMBER.....\$ 38.82 20.12

PLUM0111-007 05/28/2018

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.33	24.48

PLUM0118-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.98	25.05

PLUM0400-003 05/31/2021

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 44.88	20.65

PLUM0434-002 05/30/2021

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 44.65	20.72

PLUM0601-003 06/01/2021

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 48.81	27.80

PLUM0601-009 06/01/2021

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 50.55	26.05

TEAM0039-002 06/01/2021

	Rates	Fringes
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TRUCK DRIVER

1 & 2 Axle Trucks.....	\$ 32.57	23.81
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 32.72	23.81

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the

response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			OT OR ST.	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Attachment #8

Wage/Fringe Benefit Certification
 (To Be Completed by Contractor/Subcontractors Prior to Contract Award.)

GRANTEE:				GRANT:			PROJECT:	
This is to certify that _____ plans to use the following classifications of workers on the above referenced project:								
From Applicable Wage Decision				Base Wage to be paid by Contractor	Fringe Benefits to be provided by Contractor		Total Package to be paid by Contractor	
Classification	Base Wage Due	Fringe Benefits Due	Total Package Due		Benefit	Hourly Amount		
Certified by: <small>(Must be Certified by Owner or Chief Financial Officer)</small>				Title:		Date:		

INSTRUCTION FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employee as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, address, and Social Security number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 8 hours per day and 40 hours in a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

Fringe Benefits - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in the amounts not less than were determined in the applicable wage decisions of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor); that during the payroll commencing on the _____
(Building or work) day of _____ and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat., 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks _____

Name and Title _____ Signature _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

SAFETY AND HEALTH PROTECTION ON THE JOB

I
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A

INTRODUCTION:

The intent of the Indiana Occupational Safety and Health Act of 1974, Indiana Code 22-8-1.1, is to assure, so far as possible, safe and healthful working conditions for the workers in the State.

The Indiana Department of Labor has primary responsibility for administering and enforcing the Act and the safety and health standards promulgated under its provisions.

Requirements of the Act include the following:

EMPLOYERS:

Each employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Act further requires that employers comply with the Occupational Safety and Health Standards, Rules and Regulations.

EMPLOYEES:

All employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued under the Act which are applicable to their own actions and conduct.

INSPECTION:

The Act requires that an opportunity be provided for employees and their representatives to bring possible safety and health violations to the attention of the Department of Labor inspector in order to aid the inspection. This requirement may be fulfilled by allowing a representative of the employees and a representative of the employer to accompany the inspector during inspection. Where there is no employee representative, the inspector shall consult with a reasonable number of employees.

COMPLAINT:

Employees have the right to file a complaint with the Department of Labor. There shall be an inspection where reasonable grounds exist for the Department of Labor to believe there may be a hazard. Unless permission is given by the employees complaining to release their names, they will be withheld from the employer. Telephone Number (317) 232-2693.

The Act provides that no employer shall discharge, suspend or otherwise discriminate in terms of conditions of employment against any employees for their failure or refusal to engage in unsafe practices or for filing a complaint, testifying or otherwise acting to exercise their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with the Department of Labor within 30 days of the alleged discrimination. Please note that extensions of the 30-day filing requirement may be granted under certain special circumstances, such as where the employer has concealed, or misled the employee regarding the grounds for discharge. However, a grievance-arbitration proceeding which is pending would not be considered justification for an extension of the 30-day filing period. The Commissioner of Labor shall investigate said complaint and upon finding discrimination in violation of the Act, shall order the employer to provide necessary relief to the employees. This relief may include rehiring, reinstatement to the job with back pay, and restoration of seniority.

All employees are also afforded protection from discrimination under Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the alleged discrimination.

VIOLATION NOTICE:

When an alleged violation of any provision of the Act has occurred, the Department of Labor shall promptly issue a written order to the employer, who shall be required to post it prominently at or near the place where the alleged violation occurred until it is made safe and required safeguards are provided or 3 days, whichever is longer.

PROPOSED PENALTIES:

The Act provides for CIVIL penalties of not more than \$7,000 for each serious violation and for CIVIL penalties of up to \$7,000 for each non-serious violation. Any employer who fails to correct a violation within the prescribed abatement period may be assessed a CIVIL penalty of not more than \$7,000 for each day beyond the abatement date during which such violation continues. Also, any employer who knowingly or repeatedly violates the Act may be assessed CIVIL penalties of not more than \$70,000 for each violation. A minimum penalty of \$5,000 may be imposed for each knowing violation. A violation of posting requirements can bring a penalty of up to \$7,000.

VOLUNTARY ACTIVITY:

The Act encourages efforts by labor and management, before the Department of Labor inspections, to reduce injuries and illnesses arising out of employment.

The Act encourages employers and employees to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries.

Such cooperative action would initially focus on the identification and elimination of hazards that could cause death, injury, or illness to employees and supervisors.

The Act provides a consultation service to assist in voluntary compliance and give recommendations for the abatement of cited violations. This service is available upon a written request from the employer to the Bureau of Safety Education and Training (BuSET). Telephone Number (317) 232-2688.

COVERAGE:

The Act does not cover those hired for domestic service in or about a private home and those covered by a federal agency. Those exempted from the Act's coverage include employees in maritime services, who are covered by U.S. Department of Labor, and employees in atomic energy activities who are covered by the Atomic Energy Commission.

NOTE:

Under a plan approved March 6, 1974, by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the State of Indiana is providing job safety and health protection for workers throughout the State. OSHA will monitor the operation of this plan to assure that continued approval is merited. Any person may make a complaint regarding the State administration of this plan directly to the OSHA Regional Office. Regional Administrator, Region V, U.S. Department of Labor, Occupational Safety and Health Administration, 230 South Dearborn Street, Chicago, Illinois 60604, Telephone Number (312) 353-2220.

MORE INFORMATION:

INDIANA DEPARTMENT OF LABOR
402 West Washington Street, Room W195
Indianapolis, Indiana 46204
Telephone: (317) 232-2655
TTY/Voice: 1-800-743-3333
Fax: (317) 233-3790
Internet: <http://www.state.in.us/dol>

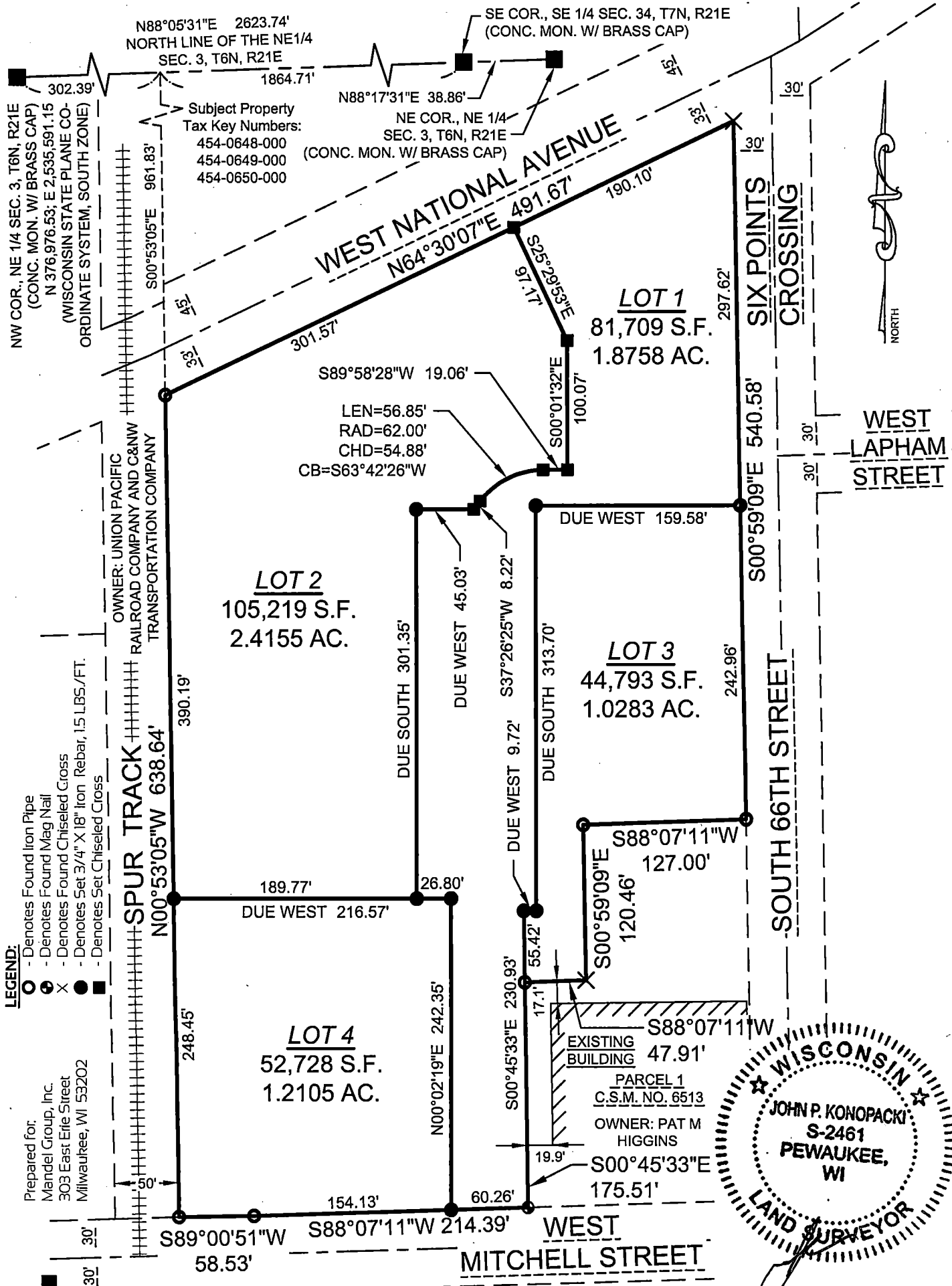
Lori Torres
Commissioner of Labor

EMPLOYERS: This poster must be displayed prominently in the workplace.



CERTIFIED SURVEY MAP NO. 9370

Being a redivision of Lots 1, 2 and 3 of Certified Survey Map No. 8866, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

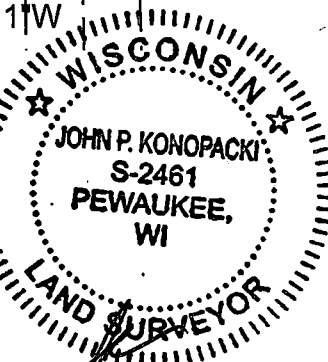


- LEGEND:**
- - Denotes Found Iron Pipe
 - ⊙ - Denotes Found Mag Nail
 - ✕ - Denotes Found Chiseled Cross
 - - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - - Denotes Set Chiseled Cross
- Prepared for:
Mandel Group, Inc.
303 East Erie Street
Milwaukee, WI 53202

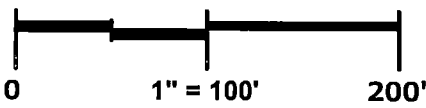
OWNER: UNION PACIFIC
RAILROAD COMPANY AND C&NW
TRANSPORTATION COMPANY

Subject Property
Tax Key Numbers:
454-0648-000
454-0649-000
454-0650-000

EXISTING BUILDING
PARCEL 1
C.S.M. NO. 6513
OWNER: PAT M HIGGINS



GRAPHICAL SCALE (FEET)



SEPTEMBER 23, 2021

PEG JOB#650.00
SHEET 1 OF 4

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. 9370

Being a redivision of Lots 1, 2 and 3 of Certified Survey Map No. 8866, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and redivided Lots 1, 2 and 3 of Certified Survey Map No. 8866, recorded in the office of the Register of Deeds for Milwaukee County on November 11, 2016 as Document No. 10622534, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 3;
Thence North 88°05'31" East along the north line of said Northeast 1/4, 302.39 feet;
Thence South 00°53'05" East, 961.83 feet to the south right of way line of West National Avenue and the Point of Beginning;

Thence North 64°30'07" East along said south right of way line, 491.67 feet to the west right of way line of Six Points Crossing;
Thence South 00°59'09" East along said west right of way line and then along the west right of way line of South 66th Street, 540.58 feet to the north line of Parcel 1 of Certified Survey Map No. 6513;
Thence South 88°07'11" West along said north line, 127.00 feet;
Thence South 00°59'09" East along said north line, 120.46 feet;
Thence South 88°07'11" West along said north line, 47.91 feet to the west line of said Parcel 1;
Thence South 00°45'33" East along said west line, 175.51 feet to the north right of way line of West Mitchell Street;
Thence South 88°07'11" West along said north right of way line, 214.39 feet;
Thence South 89°00'51" West along said north right of way line, 58.53 feet to the east line of a Spur Track;
Thence North 00°53'05" West along said east line, 638.64 feet to the Point of Beginning.

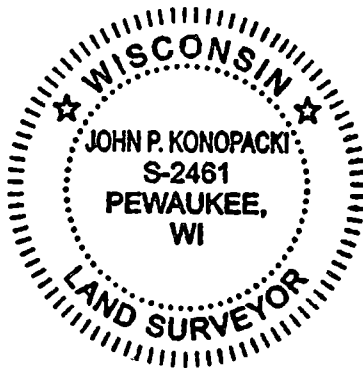
Containing 284,449 square feet (6.5300 acres) of land, more or less.

That I have made such survey, land division and map by the direction of Community Development Authority of the City of West Allis, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the City of West Allis Land Division Ordinance in surveying, mapping and dividing the same.

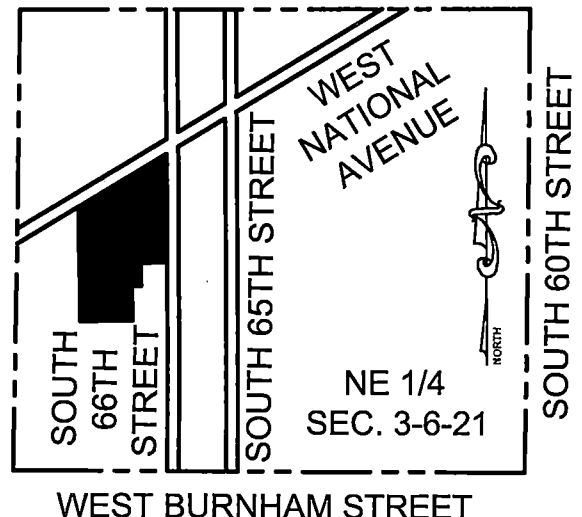
Date: SEPTEMBER 23, 2021




John P. Konopacki
Professional Land Surveyor S-2461

VICINITY MAP SCALE 1"=1000'

WEST GREENFIELD AVENUE



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Vertical Datum: City of West Allis Vertical Datum. Contours are shown at 2' intervals based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 3, Town 6 North, Range 21 East, Elevation = 147.93.
- Bearings referenced to C.S.M. NO. 8866. The north line of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East has a bearing of N88°05'31"E.

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#650.00

SHEET 2 OF 4

CERTIFIED SURVEY MAP NO. 9370

Being a redivision of Lots 1, 2 and 3 of Certified Survey Map No. 8866, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Community Development Authority of the City of West Allis, as owner, does hereby certify that it caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

We also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of West Allis
2. Milwaukee County

IN WITNESS WHEREOF, the said Community Development Authority of the City of West Allis has caused these presents to be signed by Patrick Schloss, Executive Director of the Community Development Authority, at West Allis, Milwaukee County, Wisconsin, on this 18 day of October, 2021.

In the presence of: Community Development Authority of the City of West Allis

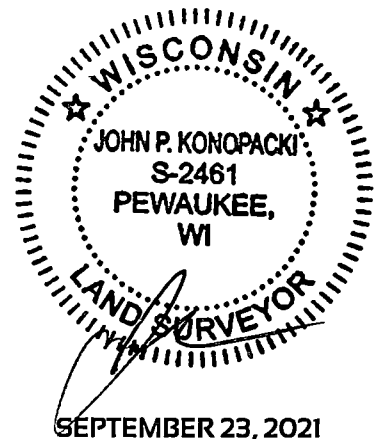
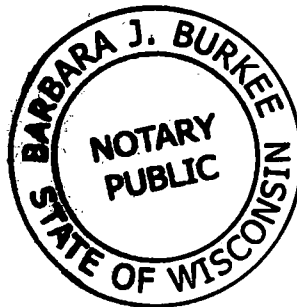


Patrick Schloss
Executive Director of the
Community Development Authority

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 18th day of October, 2021, Patrick Schloss, Executive Director of the Community Development Authority, of the above named Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer, by its authority.

Barbara J. Burkee
Notary Public
Name: Barbara J. Burkee
State of Wisconsin
My Commission Expires: 10-18-23



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#650.00
SHEET 3 OF 4

CERTIFIED SURVEY MAP NO. 9370

Being a redivision of Lots 1, 2 and 3 of Certified Survey Map No. 8866, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

COMMON COUNCIL APPROVAL

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin be and the same is hereby adopted.

Approved: 1/5/2021

[Signature]
Dan Devine, Mayor

Adopted: 1/5/2021

[Signature]
Rebecca N. Grill, CPM, CMC, MBA
City Administrative / Clerk

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of West Allis on this 27 day of October, 2021.

10/6/2021
Date

[Signature]
Dan Devine, Chairman

10-6-21
Date

[Signature]
Planning Manager

CERTIFICATE OF CITY TREASURER

I, Corinne Zurad, being the duly appointed, qualified and acting City Treasurer of the City of West Allis, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes of unpaid special assessments as of Oct 6, 2021 on any of the lands included in this Certified Survey Map.

10/6/2021
Date

[Signature]
Corinne Zurad
City Treasurer

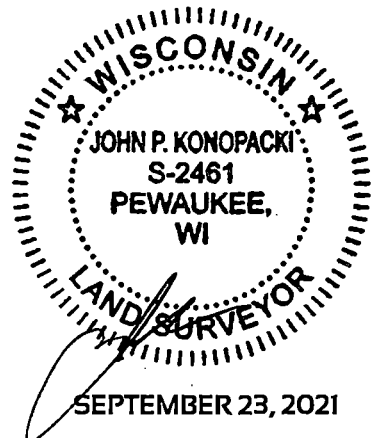
CERTIFICATE OF CITY CLERK

I, Rebecca Grill, being the duly appointed, qualified and acting City Clerk of the City of West Allis, Wisconsin, and that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of West Allis, Wisconsin on the 6 day of October, 2021.

10/6/2021
Date

[Signature]
Rebecca N. Grill, CPM, CMC, MBA
City Administrator / Clerk

DOC # 11193094
RECORDED:
12/02/2021 11:05 AM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00



SEPTEMBER 23, 2021

Prepared By:

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#650.00
SHEET 4 OF 4

**CITY OF WEST ALLIS
RESOLUTION R-2022-0093**

**RESOLUTION TO ADOPT THE SCHEDULE OF PROPOSED ASSESSMENTS FOR
IMPROVEMENT OF S. 57TH ST. FROM W. BURNHAM ST. TO W. MOBILE ST.
AND W. MADISON ST. FROM S. 58TH ST. TO S. 60TH ST. BY CONCRETE
RECONSTRUCTION**

WHEREAS, The City Engineer, pursuant to Preliminary Resolution No. R-2021-0558, adopted on October 5, 2021, prepared and submitted his report as provided in sec. 66.0703(5) of the Wisconsin Statutes, for the improvement of the streets as hereinafter described; and,

WHEREAS, The City Clerk gave due notice that such report was open for inspection at his office and also at the office of the City Engineer, and that all persons interested could appear before the Common Council and be heard concerning the matters contained in the Preliminary Resolution and Report; and,

WHEREAS, The Common Council met pursuant to such notice, at the time and place therein named; and having considered all statements and communications concerning the proposed improvements, relating to the matters contained in the City Engineer's report, including the schedule of proposed assessments, the Common Council makes no change in said report.

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

1. The report of the City Engineer, including the schedule of the proposed assessments, for the improvement of S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. by concrete reconstruction be and the same is hereby approved and adopted.
2. The property against which the assessments are proposed is benefited; the assessments shown on the report are true and correct, have been determined on a reasonable basis and are hereby confirmed.
3. The City Engineer is hereby authorized and directed to prepare final plans for the aforesaid area in accordance with the terms of this resolution.

SECTION 1: **ADOPTION** “R-2022-0093” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0093(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



NOTICE OF PUBLIC HEARING
March 1, 2022
7:00 PM

This meeting will be held in-person in the Common Council Chambers. You can also watch the meeting as it is livestreamed on the City of West Allis YouTube Channel <https://www.youtube.com/user/westalliscitychannel>). You can also watch live and recorded broadcasts through your cable network, via Spectrum (channel 25, West Allis residents only) and AT&T U-Verse (Channel 99). If you require an alternate format for viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Monday, February 28, 2022

Members of the public may submit comments or questions to the Common Council regarding this public hearing by emailing your comments or questions to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on February 28, 2022. (City Hall – 7525 W. Greenfield Avenue)

PLEASE TAKE NOTICE That the Common Council of the City of West Allis, Wisconsin, has proposed that it is in the best interest of the City and the property affected thereby that

**S. 57 St. from W. Burnham St. to W. Mobile St., and
W. Madison St. from S. 58 St. to S. 60 St.**

be improved by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments.

Properties abutting the above streets for the extents given are proposed as being benefited and are proposed to be assessed.

Reports showing preliminary plans and specifications, an estimate of the entire cost of the proposed improvements, and a schedule of the proposed assessments are located at:

<https://www.westalliswi.gov/DocumentCenter/Home/Index/3>

under the file name: Engineering/2022 Engineering Projects/S.57/W.Madison

NOTICE IS FURTHER GIVEN That such reports are open for inspection and will be so continued for at least ten days after initial publication date of this notice, and that, not more than forty days from the initial publication date of this notice, on Tuesday, the 1st day of March, 2022, the Common Council will be in session to hear all persons interested, their agents or attorneys, concerning the matters contained in the Preliminary Resolution and reports, including the schedules of the proposed assessments.

Dated at West Allis, Wisconsin this 31st day of January 2022.

City Clerk

Publish February 11, 2022

Questions Most Asked Regarding A Public Hearing

Q. What is the purpose of the public hearing?

A. To give the people affected by the proposed improvement an opportunity to express their feelings on the project to the Mayor and Common Council.

Q. Is every project "cut and dried"?

A. No. Many projects have been modified or dropped entirely after having been the topic of a public hearing.

Q. When will the decision be made as to approval or rejection of the project?

A. After the Public Hearing, the matter is referred to the Board of Public Works for their recommendation. After the Board makes a recommendation, the report is voted on by the entire Common Council.

Q. How will I know if the project is approved?

A. A copy of the Final Resolution authorizing the Board of Public Works to go ahead with the improvement and advertise for the installation of the improvements will be mailed to all property owners.

Q. How does a project get on the annual Capital Improvement Program for consideration at a Hearing?

A. There are several ways a project could be considered for the annual program:

1. By petition of the people affected.
2. By the request of the Aldermen of the District.
3. Upon recommendation of the Engineering Department.
4. Public interest or necessity.
5. Eligibility for State and Federal aid.

Q. How do I get further information if I do not understand the information sent to me or who should I notify of a change in the mailing address for the information?

A. You should call the City of West Allis Engineering Department at 302-8368 so that you can get any questions you may have answered or to notify us of any mailing address changes.

Q. How and when can I pay for the proposed improvements?

A. Once the project has reached substantial completion, a Special Assessment Billing will be mailed to you outlining the payment options available to you. Please refer to the methods of payment information enclosed herewith for a brief explanation of possible options.

Rev. 5/06

H:\Forms\Questions Asked Regarding Public Hearing.doc



Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

March 1, 2022

Honorable Mayor and Common Council
West Allis, Wisconsin

Dear Mayor and Council Members:

I herewith respectfully submit my report on the assessment of benefits for concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in:

**S. 57 St. from W. Burnham St. to W. Mobile St. and
W. Madison St. from S. 58 St. to S. 60 St.**

as directed in Preliminary Resolution No. R-2021-0558, adopted on October 5, 2021.

This report consists of the following schedules attached hereto:

- Schedule A. - Preliminary Plans and Specifications;
- Schedule B. - Estimate of Entire Cost of Proposed Improvements;
- Schedule C. - Schedule of Proposed Assessments Against Each Parcel Affected.

The properties against which the assessments are proposed are benefited.

Respectfully submitted,

Peter C. Daniels, P.E.
City Engineer

/ns

Encs.

PROPOSED IMPROVEMENT OF

**S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.**

by concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments

SCHEDULE "A"

Preliminary Plans & Specifications Attached

SCHEDULE "B"

Estimate of the Entire Cost

\$836,000

SCHEDULE "C"

Schedule of Proposed Assessments
Against Each Parcel Affected

W. BURNHAM ST.

ST.

W. ROGERS ST.



S. 57 / H

S. 58 ST.

S. 56 ST.

W. MOBILE ST.
UNION PACIFIC RR.

W. WASHINGTON ST.

W. SCOTT ST.

W. MADISON ST.

S. 58 ST.

S. 57 ST.

S. 60 ST.

W. NATIONAL AVE.





Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

March 1, 2022

Board of Public Works
West Allis City Hall
West Allis, Wisconsin

Dear Board Members:

I am herewith submitting preliminary plans and an estimate of costs for the concrete reconstruction with miscellaneous sidewalk repair, miscellaneous driveway repair, storm sewer, storm sewer relay, sanitary sewer relay, water main relay, building services and utility adjustments in:

**S. 57 St. from W. Burnham St. to W. Mobile St. and
W. Madison St. from S. 58 St. to S. 60 St.**

Estimated Construction Cost:	\$ 760,000
Contingency:	76,000
TOTAL:	\$ 836,000

Sincerely,

Peter C. Daniels, P.E.
City Engineer

/ns

ASSESSMENT REPORT FOR COUNCIL

HEARING DATE: March 1, 2022

LOCATION DESCRIPTION: S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.

ACCOUNT NO.: P2224S, P2229S

INTEREST RATE: 4.0%

<u>2022 ASSESSMENT RATES</u>	<u>Resid.</u>	<u>Comm.</u>	<u>Mfg.</u>
<u>Streets</u>			
Concrete Reconstruction, lin. ft.	\$64.39	\$80.49	\$96.59
<u>Driveways</u>			
7" Concrete Approach, sq. ft.	\$ 8.04	\$ 8.04	\$ 8.04
<u>Underground</u>			
Storm Sewer Lateral, each	\$719.00	\$1661.00	Full Cost

The properties against which the assessments are proposed are benefited.

EXAMPLE: Residential Special Assessment for Street Concrete Reconstruction

**STREET = S. 57 St. from W. Burnham St. to W. Mobile St.
W. Madison St. from S. 58 St. to S. 60 St.**

Lot Width = 40 Ft.
Assessment Rate = \$64.39 Lin. Ft.
 40 Ft. @ \$64.39 = \$2,575.60 *

*Special Assessment for Street Improvement Only - Does not include driveway approach, storm sewer, sanitary sewer, and/or water lateral lateral installation, if applicable.

A special assessment of this amount would be eligible for payment by a ten (10) year, five (5) year, or one (1) year installment plan with interest at 4.0% per year. Payment of the entire assessment without interest may be made prior to the due date noted on the billing -- thirty (30) days.

Example of a ten (10) year plan: *(Based on a full year of interest)*

\$2,575.60 Total Special Assessment:

<u>Year No.</u>	<u>Principal Amt.</u>	<u>Interest Amt.</u>	<u>Total Payment</u>
1st year	\$257.56	\$103.02 **	\$360.58
2nd year	\$257.56	\$92.72	\$350.28
3rd year	\$257.56	\$82.42	\$339.98
4th year	\$257.56	\$72.12	\$329.68
5th year	\$257.56	\$61.81	\$319.37
6th year	\$257.56	\$51.51	\$309.07
7th year	\$257.56	\$41.21	\$298.77
8th year	\$257.56	\$30.91	\$288.47
9th year	\$257.56	\$20.60	\$278.16
10th year	\$257.56	\$10.30	\$267.86

Example of a five (5) year plan: *(Based on a full year of interest)*

\$2,575.60 Total Special Assessment:

<u>Year No.</u>	<u>Principal Amt.</u>	<u>Interest Amt.</u>	<u>Total Payment</u>
1st year	\$515.12	\$103.02 **	\$618.14
2nd year	\$515.12	\$82.42	\$597.54
3rd year	\$515.12	\$61.81	\$576.93
4th year	\$515.12	\$41.21	\$556.33
5th year	\$515.12	\$20.60	\$535.72

** Interest is based on the descending principal balance.



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

Property Assessments

Property ID	Address	Assessor	Category	Value
474-0081-000	5631-5633 W BURNHAM ST	Brett A Kutschenreuter	Residential	10
	Street Concrete Reconstruction	64.39	115.00 x Lin Ft = \$	7,404.85
	Reduction Code Longside			40.00
	Extent is 5' short of property line to match W Burnham St resurface extent			\$ 2,961.94
	Driveway 7" Concrete Approach	8.04	110.00 x Sq Ft = \$	884.40
				100.00
				\$ 884.40
			Total:	\$ 3,846.34
474-0082-000	1918-1920 S 57 ST	Orise C P Ortmann & Sharlynn A Steinle Ortmar	Residential	20
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0083-000	1922 S 57 ST	J Felipe Ruiz & Jerman Ruiz	Residential	30
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0084-000	1926 S 57 ST	Alfredo Mercado	Residential	40
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0085-000	1930 S 57 ST	Jorge Torrijos	Residential	50
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft = \$	1,931.70
				100.00
				\$ 1,931.70
			Total:	\$ 1,931.70
474-0086-000	1934 S 57 ST	Antron Hale & Yolanda Williams-Hale	Residential	60
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft = \$	2,897.55
	Driveway 7" Concrete Approach	8.04	106.00 x Sq Ft = \$	852.24
				100.00
				\$ 852.24
			Total:	\$ 3,749.79



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0087-000	1940-1942 S 57 ST	2453 N 17th St, LLC				Residential	70
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00	\$ 2,897.55
	Driveway 7" Concrete Approach	8.04	102.00 x Sq Ft	= \$	820.08	100.00	\$ 820.08
					Total:		\$ 3,717.63
474-0088-000	1946 S 57 ST	Nancy A Clauser				Residential	80
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00	\$ 2,897.55
	Driveway 7" Concrete Approach	8.04	109.50 x Sq Ft	= \$	880.38	100.00	\$ 880.38
					Total:		\$ 3,777.93
474-0089-000	1952 S 57 ST	Leroy Avery & Mary Ann Avery				Residential	90
	Street Concrete Reconstruction	64.39	35.00 x Lin Ft	= \$	2,253.65	100.00	\$ 2,253.65
					Total:		\$ 2,253.65
474-0090-000	1958 S 57 ST	Michael J Bucek & Courtney Edmund Wiest				Residential	100
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00	\$ 2,575.60
					Total:		\$ 2,575.60
474-0091-000	5630-5632 W ROGERS ST	Laura Penkert				Residential	110
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00	\$ 3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	188.00 x Sq Ft	= \$	1,511.52	100.00	\$ 1,511.52
					Total:		\$ 4,602.24
474-0224-000	5631-5633 W ROGERS ST	Milan Momich				Residential	120
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00	\$ 3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	183.00 x Sq Ft	= \$	1,471.32	100.00	\$ 1,471.32
					Total:		\$ 4,562.04
474-0225-000	2018 S 57 ST	Dale E Coffman & Robin Coffman				Residential	130
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$ 1,931.70
					Total:		\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0226-000	2022 S 57 ST	Gunther Tausch & Gloria Tausch				Residential	140
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0227-000	2028 S 57 ST	Pamela A Caraway				Residential	150
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0228-000	2032 S 57 ST	William S Summers				Residential	160
	Street Concrete Reconstruction	64.39	40.00 x Lin Ft	= \$	2,575.60	100.00 \$	2,575.60
						Total:	\$ 2,575.60
474-0229-000	2038-2042 S 57 ST	Brad Harry Krause				Residential	170
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0230-000	2044 S 57 ST	Kevin M Proeber				Residential	180
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	97.00 x Sq Ft	= \$	779.88	100.00 \$	779.88
						Total:	\$ 3,677.43
474-0231-000	2050 S 57 ST	Jon Friske				Residential	190
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0232-000	2000 Block S 57 ST	Jon Friske				Residential	200
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
	Driveway 7" Concrete Approach	8.04	103.00 x Sq Ft	= \$	828.12	100.00 \$	828.12
						Total:	\$ 2,759.82
474-0233-000	2058 S 57 ST	Gregory L Scharmach & Constance H Scharmach				Residential	210
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0234-000	2062 S 57 ST	Janice J Jalowiec				Residential	220
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
	Driveway 7" Concrete Approach	8.04	101.00 x Sq Ft	= \$	812.04	100.00 \$	812.04
						Total:	\$ 4,675.44
474-0235-000	2072 S 57 ST	Marisa Lepak				Residential	230
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40
474-0236-001	2078 S 57 ST	Jordyn McGinnis				Residential	240
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0236-002	2084 S 57 ST	Yeng K Lee & Mao Lee				Residential	250
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0237-000	2088 S 57 ST	Judith A Dickson				Residential	260
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40
474-0238-000	2096 S 57 ST	Lucy K Schultz				Residential	270
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0239-000	2100 S 57 ST	Quality Outdoor Wood Products LLC				Commercial	280
	Street Concrete Reconstruction	80.49	30.00 x Lin Ft	= \$	2,414.70	100.00 \$	2,414.70
						Total:	\$ 2,414.70
474-0240-000	2108 S 57 ST	Frank Damijan				Manufacturing	290
	Street Concrete Reconstruction	96.59	12.74 x Lin Ft	= \$	1,230.56	100.00 \$	1,230.56
	Extent is 32' short of property line. Assessed for 32' wrap onto S. 57 St. when W. Mobile St. reconstructed in 1997						
						Total:	\$ 1,230.56



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0108-000	5701-5711 W BURNHAM ST	Ken Bieck & Adam Bieck				Commercial	300
	Street Concrete Reconstruction	80.49	62.00 x Lin Ft	= \$	4,990.38	100.00 \$	4,990.38
	Extent is 5' short of property line to match W Burnham St resurface extent						
						Total:	\$ 4,990.38
474-0109-000	1913 S 57 ST	Bill Hoag Properties LLC				Commercial	310
	Street Concrete Reconstruction	80.49	53.00 x Lin Ft	= \$	4,265.97	100.00 \$	4,265.97
						Total:	\$ 4,265.97
474-0134-000	1919 S 57 ST	Darlene A Zaren				Residential	320
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0133-000	1925-1927 S 57 ST	Brittain Brothers LLC				Residential	330
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0132-000	1933 S 57 ST	Edwin O Cotto-Baez & Johanna L Cotto				Residential	340
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	109.00 x Sq Ft	= \$	876.36	100.00 \$	876.36
						Total:	\$ 3,773.91
474-0131-000	1937 S 57 ST	Rachel M Orsini				Residential	350
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
	Driveway 7" Concrete Approach	8.04	121.00 x Sq Ft	= \$	972.84	100.00 \$	972.84
						Total:	\$ 3,870.39
474-0130-000	1945 S 57 ST	Boshbrry LLC				Residential	360
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0129-000	1947 S 57 ST	SUV Properties LLC				Residential	370
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0128-000	1951 S 57 ST	Anthony Gomulka				Residential	380
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0127-002	1955-1957 S 57 ST	Somlot Dudenhofer-Senethavisouk				Residential	390
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0127-001	1959-1961 S 57 ST	Stefan Galovic				Residential	400
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0126-000	5702 W ROGERS ST	Kenneth M Koltermann & Michele A Koltermann				Residential	410
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00 \$	3,090.72
	Reduction Code Longside						
	Driveway 7" Concrete Approach	8.04	123.00 x Sq Ft	= \$	988.92	100.00 \$	988.92
						Total:	\$ 4,079.64
474-0186-000	5701-5703 W ROGERS ST	Taylor Johnson				Residential	420
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft	= \$	7,726.80	40.00 \$	3,090.72
	Reduction Code Longside						
						Total:	\$ 3,090.72
474-0218-000	2019 S 57 ST	Arlo Tesmer				Residential	430
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0217-000	2025 S 57 ST	Kathryn E Filter Revocable Living Trust				Residential	440
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0216-000	2029 S 57 ST	Juan M Arreola Gonzalez				Residential	450
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0215-000	2033-2035 S 57 ST	Maureen Klitz Sopa & Jennifer Cramer				Residential	460
	Street Concrete Reconstruction	64.39	37.50 x Lin Ft	= \$	2,414.63	100.00 \$	2,414.63
						Total:	\$ 2,414.63
474-0214-000	2041 S 57 ST	James Hammerschmidt				Residential	470
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0213-000	2045-2047 S 57 ST	Sharon Fugger & Deborah Fugger				Residential	480
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0212-000	2051 S 57 ST	Jill L Schneider				Residential	490
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
						Total:	\$ 1,931.70
474-0211-000	2057 S 57 ST	Leroy Branaman				Residential	500
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0210-000	2065 S 57 ST	Sharlotte McFarland				Residential	510
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00 \$	3,863.40
						Total:	\$ 3,863.40



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

474-0209-000	2071 S 57 ST	Mario Guardado Gonzalez & Adriana Almada				Residential	520
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0208-000	2075-2077 S 57 ST	Carlos Flores & Juan Manuel Flores				Residential	530
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0207-000	2083 S 57 ST	Kenneth E Creuzer				Residential	540
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0206-000	2087 S 57 ST	Robert Watson				Residential	550
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft	= \$	2,897.55	100.00 \$	2,897.55
						Total:	\$ 2,897.55
474-0205-000	2095 S 57 ST	Kathleen M Berger				Residential	560
	Street Concrete Reconstruction	64.39	86.30 x Lin Ft	= \$	5,556.86	90.00 \$	5,001.17
	Reduction Code Rectangularized Extent is 6' short of property line. Assessed for 6' (81%R) wrap onto S. 57 St. when W. Mobile St. reconstructed in 1997 77.30'+15'=92.30 +73.53@80'=165.83/2=82.92/92.30=90%R					Total:	\$ 5,001.17

Property Type Summary

3	Commercial
1	Manufacturing
52	Residential



City of West Allis Engineering Department

Project Details P2224S

S. 57 St. from W. Burnham St. to W. Mobile St.

Item Summary

	Total Quantity		Gross Total	Net Total
Driveway				
7" Concrete Approach				
Residential	1,452.50	Sq Ft	\$11,678.10	\$11,678.10
			<u>\$11,678.10</u>	<u>\$11,678.10</u>
Street				
Concrete Reconstruction				
Commercial	145.00	Lin Ft	\$11,671.05	\$11,671.05
Manufacturing	12.74	Lin Ft	\$1,230.56	\$1,230.56
Residential	2,496.30	Lin Ft	\$160,736.78	\$137,193.86
			<u>\$173,638.39</u>	<u>\$150,095.47</u>
Grand Totals			\$185,316.49	\$161,773.57



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

Property Assessments

Assessment ID	Address	Assessor	Category	Value
438-0292-000	1229 S 58 ST	Thomas J Potter & Lindsey M Fouts	Residential	10
	Street Concrete Reconstruction	64.39	120.00 x Lin Ft = \$	7,726.80
	Reduction Code Longside			40.00
	Driveway 7" Concrete Approach	8.04	138.50 x Sq Ft = \$	1,113.54
			Total:	\$ 4,204.26
438-0288-000	5820 W MADISON ST	Tomas Aguilar Castillo & Elizabeth Ascencio	Residential	20
	Street Concrete Reconstruction	64.39	43.98 x Lin Ft = \$	2,831.87
			Total:	\$ 2,831.87
438-0287-000	5826 W MADISON ST	Cheryl Lynn Murphy	Residential	30
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft = \$	3,863.40
	Driveway 7" Concrete Approach	8.04	87.00 x Sq Ft = \$	699.48
			Total:	\$ 4,562.88
438-0286-000	5834 W MADISON ST	Isaiah Retzlaff	Residential	40
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft = \$	2,897.55
			Total:	\$ 2,897.55
438-0285-000	5840 W MADISON ST	Amy M Reyes	Residential	50
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft = \$	2,897.55
			Total:	\$ 2,897.55
438-0284-000	5846 W MADISON ST	Kristin A Scholl	Residential	60
	Street Concrete Reconstruction	64.39	45.00 x Lin Ft = \$	2,897.55
			Total:	\$ 2,897.55



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

Parcel ID	Address	Owner	Use	Area	Rate	Assessment	Area	Rate	Total
438-0283-001	1230 S 60 ST	Patrick B Blair Revocable Trust	Commercial						70
	Street Concrete Reconstruction			80.49	100.00 x Lin Ft	= \$	8,049.00	40.00 \$	3,219.60
	Reduction Code Longside Assessed for 10' wrap onto W. Madison when S. 60 St. improved.								
	Driveway 7" Concrete Approach			8.04	137.00 x Sq Ft	= \$	1,101.48	100.00 \$	1,101.48
							Total:	\$	4,321.08
438-0294-000	1301 S 58 ST	Renee L Hansen	Residential						80
	Street Concrete Reconstruction			64.39	105.00 x Lin Ft	= \$	6,760.95	40.00 \$	2,704.38
	Reduction Code Longside								
	Driveway 7" Concrete Approach			8.04	134.00 x Sq Ft	= \$	1,077.36	100.00 \$	1,077.36
							Total:	\$	3,781.74
438-0296-000	1305-1307 S 58 ST	Giovanni A Corro	Residential						90
	Street Concrete Reconstruction			64.39	10.00 x Lin Ft	= \$	643.90	100.00 \$	643.90
	Driveway 7" Concrete Approach			8.04	51.00 x Sq Ft	= \$	410.04	100.00 \$	410.04
							Total:	\$	1,053.94
438-0295-000	5821 W MADISON ST	Mark J Laumann & Cynthia Laumann	Residential						100
	Street Concrete Reconstruction			64.39	60.00 x Lin Ft	= \$	3,863.40	75.00 \$	2,897.55
	Reduction Code Depth Factor								
	Driveway 7" Concrete Approach			8.04	116.00 x Sq Ft	= \$	932.64	100.00 \$	932.64
							Total:	\$	3,830.19
438-0316-000	5827 W MADISON ST	Carmen Aldana	Residential						110
	Street Concrete Reconstruction			64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
							Total:	\$	1,931.70
438-0315-000	5831-5833 W MADISON ST	5831-33 W Madison Street, LLC	Residential						120
	Street Concrete Reconstruction			64.39	30.00 x Lin Ft	= \$	1,931.70	100.00 \$	1,931.70
							Total:	\$	1,931.70



City of West Allis Engineering Department

Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

438-0314-000	5839 W MADISON ST	Lisa Pappalardo & Schuyler Welch					Residential	130
	Street Concrete Reconstruction	64.39	60.00 x Lin Ft	= \$	3,863.40	100.00	\$	3,863.40
							Total:	\$ 3,863.40
438-0313-001	5843 W MADISON ST	Carmen Del Valle Jurado & Maria De Los Angeles					Residential	140
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
438-0313-000	5847-5849 W MADISON ST	Kathleen A Sullivan Revocable Trust					Residential	150
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
438-0312-000	5851-5853 W MADISON ST	Hector Dones & Aida Ivette Dones					Residential	160
	Street Concrete Reconstruction	64.39	30.00 x Lin Ft	= \$	1,931.70	100.00	\$	1,931.70
							Total:	\$ 1,931.70
438-0311-001	1302-1304 S 60 ST	General Enterprise Properties LLC & c/o Prizm 1					Commercial	170
	Street Concrete Reconstruction	80.49	80.00 x Lin Ft	= \$	6,439.20	40.00	\$	2,575.68
	Reduction Code Longside							
	Assessed for 10' wrap onto W. Madison when S. 60 St. improved.							
	Driveway 7" Concrete Approach	8.04	104.00 x Sq Ft	= \$	836.16	100.00	\$	836.16
	Driveway 7" Concrete Approach	8.04	171.00 x Sq Ft	= \$	1,374.84	100.00	\$	1,374.84
							Total:	\$ 4,786.68

Property Type Summary

2	Commercial
15	Residential



City of West Allis Engineering Department
 Project Details P2229S

W. Madison St. from S. 58 St. to S. 60 St.

Item Summary

	Total Quantity		Gross Total	Net Total
Driveway				
7" Concrete Approach				
Commercial	412.00	Sq Ft	\$3,312.48	\$3,312.48
Residential	526.50	Sq Ft	\$4,233.06	\$4,233.06
			<u>\$7,545.54</u>	<u>\$7,545.54</u>
Street				
Concrete Reconstruction				
Commercial	180.00	Lin Ft	\$14,488.20	\$5,795.28
Residential	743.98	Lin Ft	\$47,904.87	\$38,246.37
			<u>\$62,393.07</u>	<u>\$44,041.65</u>
Grand Totals			\$69,938.61	\$51,587.19

**CITY OF WEST ALLIS
RESOLUTION R-2022-0094**

**FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT BY CONCRETE
RECONSTRUCTION IN S. 57TH ST. FROM W. BURNHAM ST. TO W. MOBILE ST.
AND W. MADISON ST. FROM S. 58TH ST. TO S. 60TH ST. AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES**

WHEREAS, Public necessity requires the improvement of a certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

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

1. That the final plans and specifications heretofore submitted for the improvement of S. 57th St. from W. Burnham St. to W. Mobile St. and W. Madison St. from S. 58th St. to S. 60th St. (Plan File No. SP-1274, SP-1273), by concrete reconstruction be and the same are hereby approved and adopted.
2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.
3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and
4. That each property owner be given the opportunity of paying the assessment against his property by one of the following methods:
 - a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due date as noted on the billing.
 - b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of \$100.00 or less will

automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between \$100.01 and \$250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

d. Payment in ten annual installments on the property tax roll, including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments over \$250.00 which are not paid by due date or elected to be paid under plans a, b or c will automatically be extended in this manner.

5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than \$100.00 against any one property shall be written in one payment, and those between \$100.01 and \$250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

BE IT FURTHER RESOLVED as follows:

1. That with the above installations the existing street grades and widths are hereby being re-established in accordance with Paving Plan Nos. SP-1274 and SP-1273.
2. That the Common Council does hereby exercise the authority contained in sec. 66.0911 of the Wisconsin Statutes, to require the installation of laterals to every property abutting said street where it is felt said services are necessary and that any required assessments be applied as therein provided; and
3. That the plans and specifications for the sanitary sewer and sanitary sewer relay as aforesaid be submitted to the Milwaukee Metropolitan Sewerage District for approval; and
4. That the plans and specifications for the water main relay, sanitary sewer and sanitary sewer relay as aforesaid be submitted to the Department of Natural Resources for approval; and
5. That said work be performed with funding from Bond Funds, Water Utility Funds, Sanitary Sewer Funds, Storm Water Management Funds, and Special Assessments.

SECTION 1: **ADOPTION** “R-2022-0094” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0094(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0136**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR
CONSTRUCTION OF AN ASPHALT BICYCLE AND PEDESTRIAN PATH
CONNECTION FROM S. 72ND STREET TO THE HANK AARON STATE TRAIL
IN THE CITY OF WEST ALLIS IN THE AMOUNT OF \$51,062.44**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 2 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 2 for construction of an asphalt bicycle and pedestrian path connection from S. 72nd Street to the Hank Aaron State Trail in:

South 72nd Connection to the Hank Aaron State Trail

for the sum of Fifty-One Thousand, Sixty-Two and 44/100 dollars (\$51,062.44) 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 FIRE (First-Ring Industrial Redevelopment Enterprise, Inc.).

SECTION 1: **ADOPTION** “R-2022-0136” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0136(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0138**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR
STREET CONSTRUCTION IN S. 65TH ST. FROM W. GREENFIELD AVE. TO W.
NATIONAL AVE. AND S. 66TH ST. FROM W. NATIONAL AVE. TO W. MITCHELL
ST. IN THE CITY OF WEST ALLIS IN THE AMOUNT OF \$1,275,902.92**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 1 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2022 Project No. 1 for the installation of concrete curb and gutter, concrete pavement, concrete sidewalk, driveway replacement, sanitary sewer relay, storm sewer, storm sewer relay, water main relay, building services, pavement marking, green infrastructure, and utility adjustments in:

South 65th Street from West Greenfield Avenue to West National Avenue
South 66th Street from West National Avenue to West Mitchell Street

(PLAN FILE NOS. SP-1268, SP-1269, S-1651, S-1652, W-1417, W-1418, W-1419, U-2671, U-2672, X-919)

for the sum of One Million, Two Hundred Seventy-Five Thousand, Nine Hundred Two and 92/100 dollars (\$1,275,902.92) 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, Water Utility Funds, Sanitary Sewer Funds, Storm Water Management Funds and Special Assessments.

SECTION 1: **ADOPTION** “R-2022-0138” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0138(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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



Dave Wepking
Director
Department of Public Works
dwepking@westalliswi.gov
414.302.8888

February 24, 2022

The Honorable Mayor Dan Devine
and Members of the Common Council
7525 W. Greenfield Avenue
West Allis, WI 53214

RE: Request from Director of Public Works to Appoint Michael Brofka as Assistant Director of Public Works

Dear Mayor Devine and Common Council Members:

I am pleased to recommend the appointment of Mr. Michael Brofka for the position of Assistant Director of Public Works. Mike began his career with the City in July 2010 as an Engineering Technician I. He was promoted to Engineering II in July 2011 and again to the position of Engineering III in July 2012. As an Engineering Technician, Mike's responsibilities were to inspect water, sanitary and storm improvements during roadway capital improvement projects.

Since December 2016, Mike has been the Superintendent of the Water Systems Division in Public Works. Mike has been directing and overseeing over 20 employees handling the administration and field operations that involve the City's water distribution system and coordination of the water utility billing. Mike has represented the Water Utility as a member of the Milwaukee Water Works Wholesale Group assisting with negotiations with Milwaukee Water Works for the most economical water rates and infrastructure improvements for the City. He has also been heavily involved in all cellular equipment updates and lease agreement renewals that are associated with both water towers.

Mike has coordinated efforts with staff a variety of regulatory obligations for the Wisconsin Public Service Commission, EPA and DNR.

Mike has demonstrated to be a very resourceful employee to perform a variety of tasks. Mike was recognized in 2018 and 2019 for Exceptional Performance Award for those employees demonstrating high performance within their job tasks. Mike is currently enrolled in CVMIC's Management Certification program and is scheduled to complete the certification this year and maintains a DNR Operator Certification. Given his knowledge and continued strong work ethic, I recommend Mike for the position of Assistant Director.

Thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,

Dave Wepking
Director

**CITY OF WEST ALLIS
RESOLUTION R-2022-0163**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO CONSOLIDATE
TWO COMMERCIAL PROPERTIES INTO ONE LOT OF RECORD LOCATED AT
5901-05 W. NATIONAL AVE. AND 59** W. NATIONAL AVE. SUBMITTED BY
JULIAN KEGEL OF KEGEL'S INN (TAX KEY NO. 438-0393-001 & 438-0394-000)**

WHEREAS, Julian Kegel, submitted a Certified Survey Map to consolidate two commercial properties into one lot of record located at 5901-05 W. National Ave. and 59** W. National Ave. (Tax Key No. 438-0393- 001 & 438-0394-000).; and,

WHEREAS, with the grant of this Resolution, the Common Council grants a 6-month extension of time to record the map and its documents with the Milwaukee County Register of Deeds Office.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map being a re-Division of Lots 1 and 2, Block 1, Hinkley's Subdivision No.: 1, the West ½ of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin, be and the same is hereby adopted.

SECTION 1: **ADOPTION** "R-2022-0163" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0163(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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

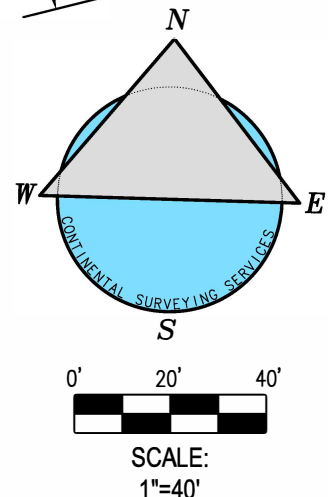
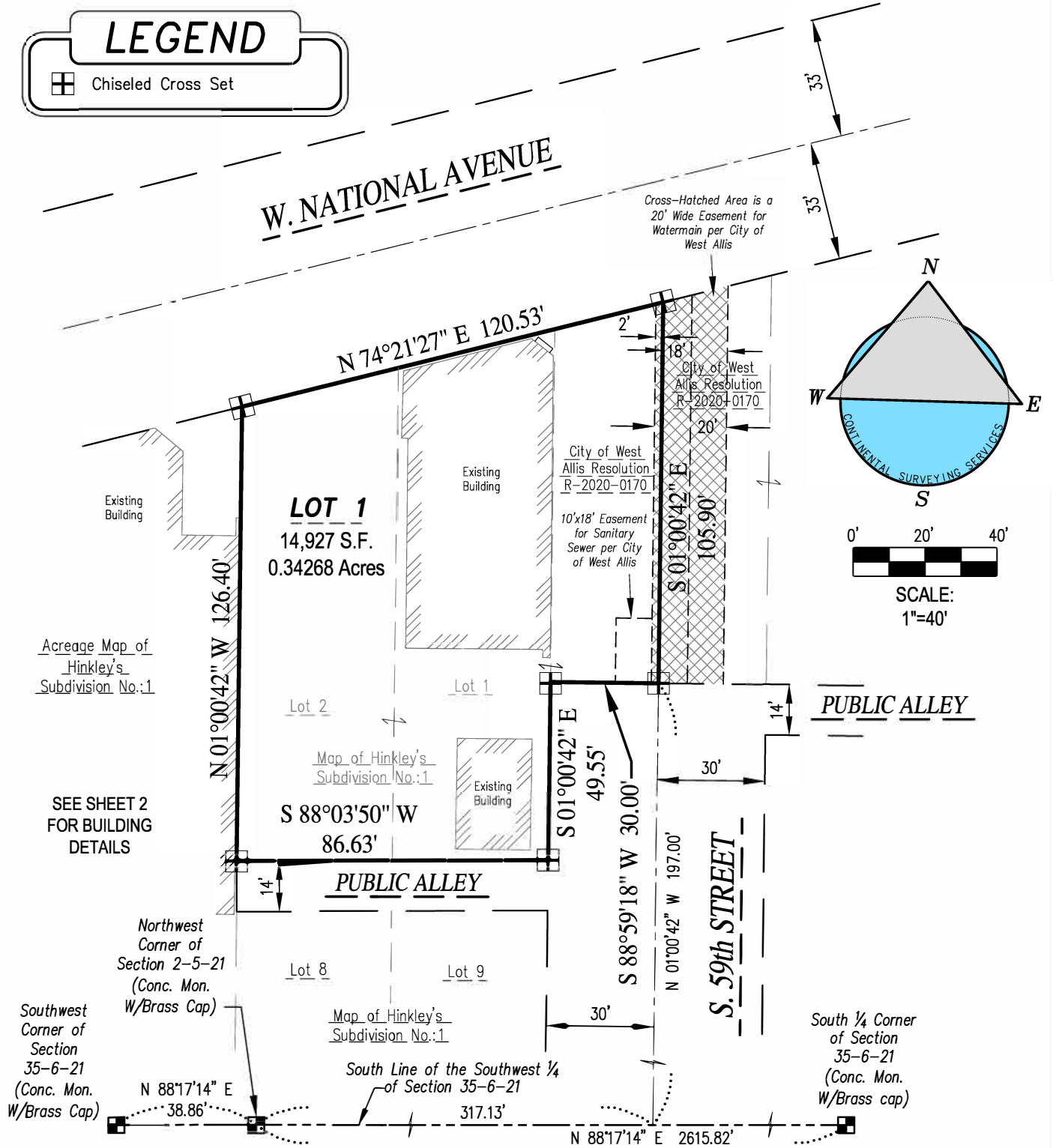
Dan Devine, Mayor City Of West
Allis

Certified Survey Map

A re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West 1/2 of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin.

LEGEND

 Chiseled Cross Set



CONTINENTAL SURVEYING SERVICES LLC



Main Office:
2059 Hwy 175, Suite "A"
Richfield Wl. 53076

Phone: (262) 389-9200
Website: www.cssturveys.com
Email: survey@cssturveys.com

OWNER

Robert B Kegel Trust Dated
May 31, 2001

Revised this 18th Day of February,
2022. (City Comments)

Revised this 14th Day of January, 2022.
(City Comments)

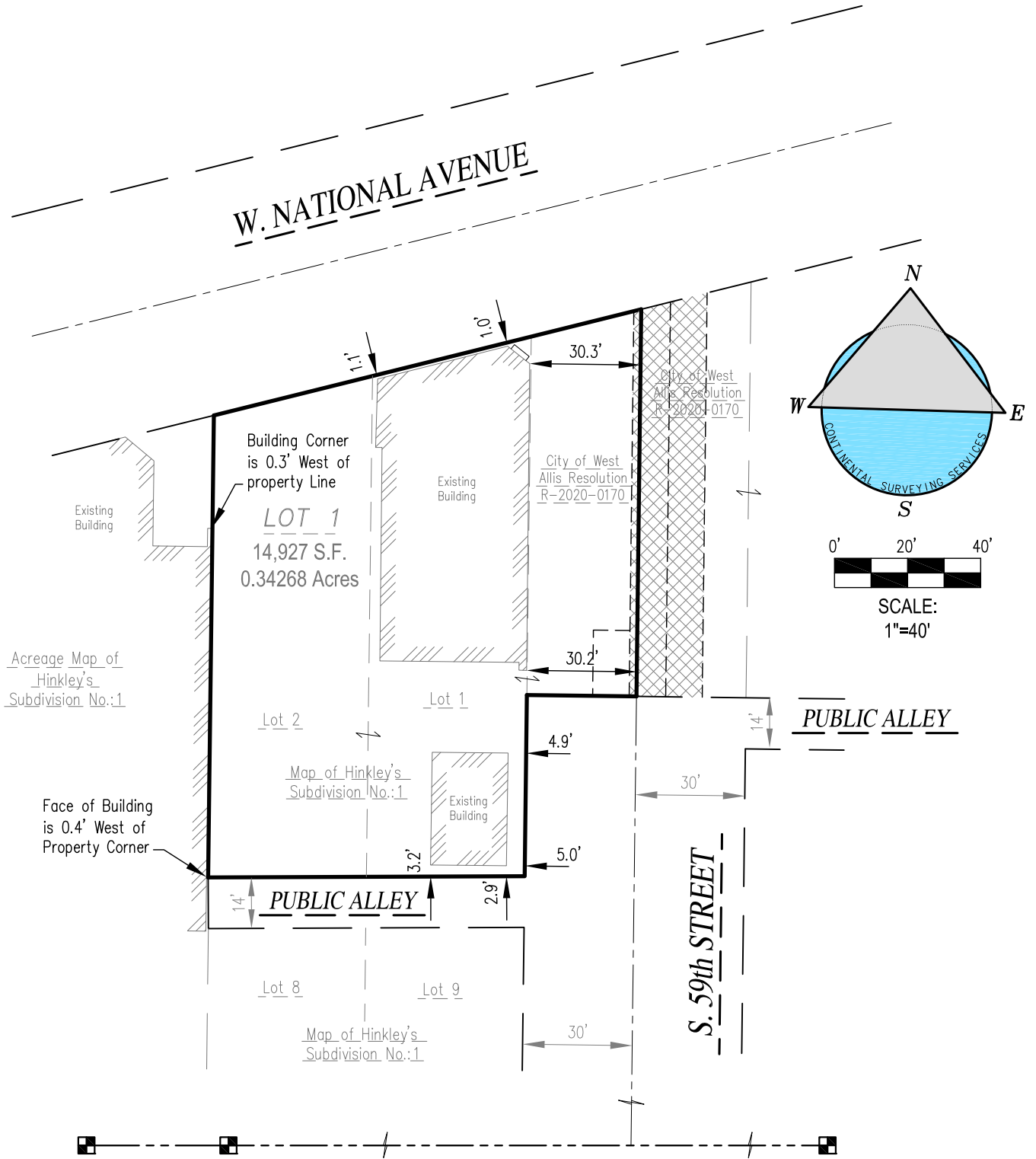
NOTE: All bearings are referenced to the South Line of the SW 1/4 of Section 35, Township 6 North, Range 21 East which bears North 88°17'14" East.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this 25th day of May, 2021 Sheet 1 of 5



Certified Survey Map

A re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West 1/2 of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin.



Acreage Map of Hinkley's Subdivision No.:1

Face of Building is 0.4' West of Property Corner

Map of Hinkley's Subdivision No.:1

Map of Hinkley's Subdivision No.:1

CONTINENTAL SURVEYING SERVICES LLC



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csss-surveys.com
Email: survey@csss-surveys.com

Revised this 18th Day of February, 2022. (City Comments)

NOTE: All bearings are referenced to the South Line of the SW 1/4 of Section 35, Township 6 North, Range 21 East which bears North 88°17'14" East.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 25th day of May, 2021
Sheet 2 of 5



Certified Survey Map

A re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West ½ of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest ¼ of the Southwest ¼ of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land being a re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West ½ of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest ¼ of the Southwest ¼ of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin, now being bounded and described and follows:

Commencing at the Southwest Corner of said ¼ Section, thence North 88°17'14" East on and along the South line of said ¼ Section, 38.86 feet to the Northwest Corner of Section 2, Township 5 North, Range 21 East marked by a Concrete Monument with Brass Cap; thence continuing North 88°17'14" East on and along said South line, 317.13 feet to the Centerline of South 59th Street; thence North 01°00'42" West on and along said Centerline, 197.00 feet to the Point of Beginning of lands hereinafter described;

Thence South 88°59'18" West, 30.00 feet to the West side of South 59th Street, thence South 01°00'42" East on and along said West Line, 49.55 feet to the North line of a Public Alley; thence South 88°03'50" West on and along said North line, 86.63 feet to the Southwest Corner of Lot 2 of Hinkley's Subdivision No.: 1; thence North 01°00'42" East on and along the West Line of said Lot 2, 126.40 feet to a point on the Southerly Line of W. National Avenue; thence North 74°21'27" East on and along said Southerly Line 120.53 feet to the East line of the West ½ of the City of West Allis Resolution 2020-0170; thence South 01°00'42" East on and along the East line of said resolution, 105.90 feet to the place of beginning of this description.

The gross area of said parcel contains 14,927 Square feet or 0.34268 Acres of land more or less.

That I have made such survey, land division and map by the direction of Robert B Kegel Trust Dated May 31, 2001, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of West Allis in surveying, dividing and mapping same.

Dated this _____ day of _____, 20_____.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com



Revised this 18th Day of February,
2022. (City Comments)

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this 25th day of May, 2021 Sheet 3 of 5



Certified Survey Map _____

A re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West ½ of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest ¼ of the Southwest ¼ of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin.

COMMON COUNCIL APPROVAL:

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the proposed Certified Survey being a re-Division of Lots 1 and 2, Block 1, Hinkleys Subdivision No.: 1, the West ½ of the vacated South 59th Street per City of West Allis Resolution R-2020-0170, all being a part of the Southwest ¼ of the Southwest ¼ of Section 35, Township 6 North, Range 21 East, located in the City of West Allis, Milwaukee County, Wisconsin, is hereby approved and adopted.

Approved this _____ day of _____, 20_____.

Dan Devine, Mayor

Adopted this _____ day of _____, 20_____.

Rebecca Grill, CPM, CMC, MBA, City Administrator / Clerk

CERTIFICATE OF CITY TREASURER:

I, Corinne Zurad, being the duly elected West Allis Treasurer, do hereby certify that in accordance with the records in the office of the City Treasurer of West Allis, there are no unpaid taxes or unpaid special assessments, on the land included in this Certified Survey Map.

Dated this _____ day of _____, 20_____.

Corinne Zurad, Treasurer

CERTIFICATE OF CITY CLERK:

I, Rebecca Grill the City Administrator / Clerk, and that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of West Allis, Wisconsin on this _____ day of _____, 20_____.

Rebecca Grill, City Clerk

**CONTINENTAL
SURVEYING
SERVICES LLC**

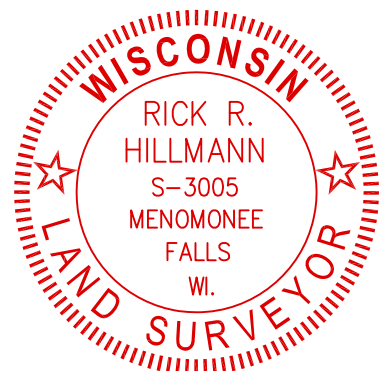


Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

Revised this 14th Day of January, 2022.
(City Comments)

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this 25th day of May, 2021 Sheet 4 of 5



**CITY OF WEST ALLIS
RESOLUTION R-2022-0166**

**RESOLUTION TO ESTABLISH A PARKING EASEMENT BETWEEN THE CITY
OF WEST ALLIS AND CITY OF FAITH CHURCH, LOCATED AT 6420 W.
MITCHELL ST.**

WHEREAS, the City of Faith Church Corporation (the “Owner”) is the owner of certain real property in the City of West Allis, Wisconsin identified as 6420 W. Mitchell St. (Tax Key No. 454-0262-004) (the “property”); and

WHEREAS, the City of West Allis (the “City”) and the Owner (together, the “Parties”) desire to enter into an easement agreement (the “Agreement” and hereby attached as “Exhibit A”) which would allow for the City to utilize a portion of the property, as shown in “Exhibit B”, hereby attached, for public parking related to the City’s use of the Farmers Market for various events.

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

1. The Mayor is authorized to enter into an Easement Agreement between the City of West Allis and City of Faith Church Corporation to allow for public parking on a portion (shown in Exhibit B) of the property located at 6420 W. Mitchell St.
2. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

SECTION 1: **ADOPTION** “R-2022-0166” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0166(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
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

EXHIBIT A

EASEMENT

Document Number

Document Name

Recording Area

Name and Return Address

Patrick Schloss
7525 West Greenfield Avenue
West Allis, WI 53214

454-0262-004

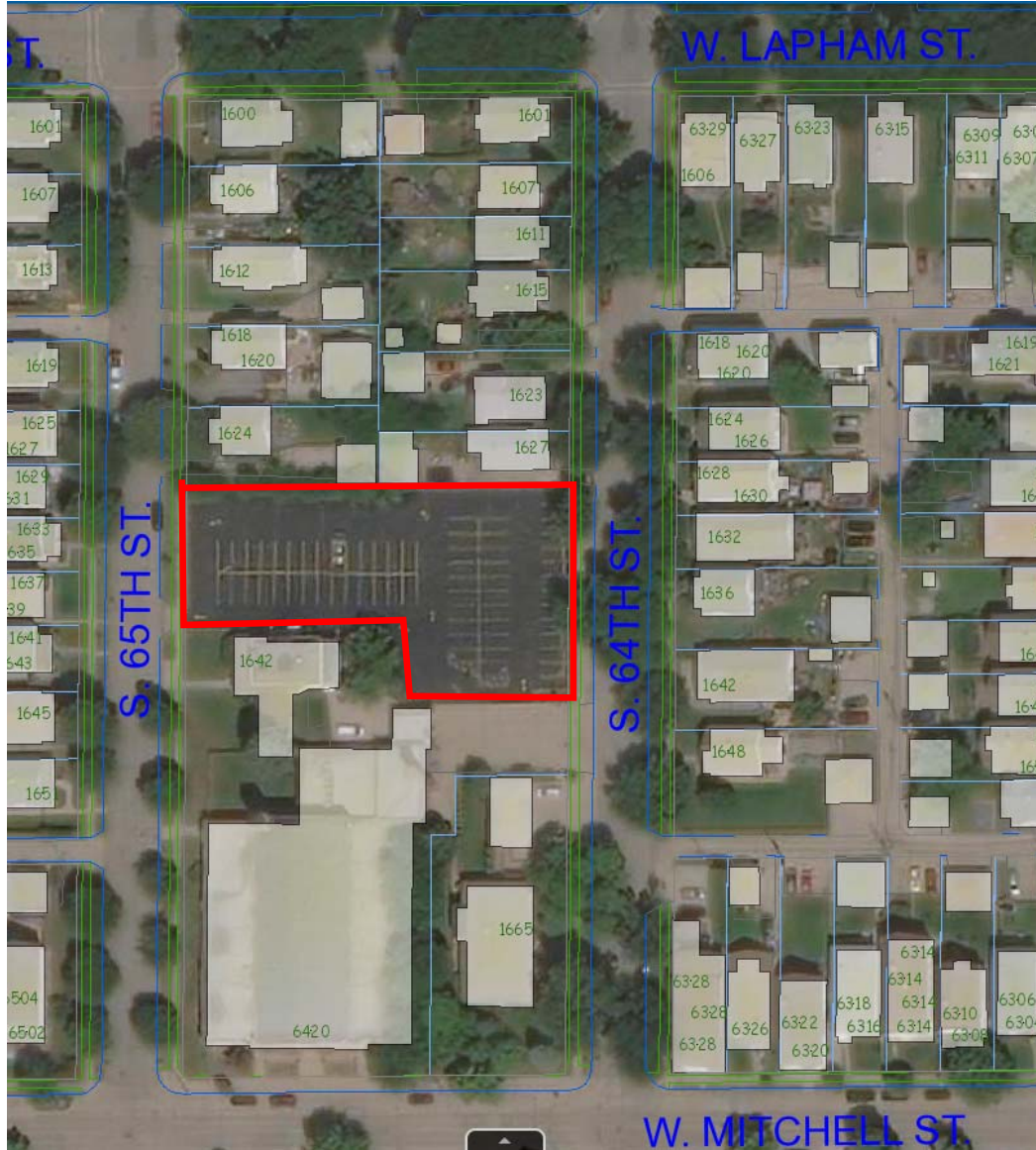
Parcel Identification Number (PIN)

EASEMENT AGREEMENT

This easement agreement is made by and between the City of Faith Church, a Wisconsin non-stock corporation (“Grantor”) and the City of West Allis, a municipal corporation (“Grantee”) (collectively, the “Parties”). For good consideration which is hereby acknowledged, the Parties agree and stipulate to the terms below:

1. The Grantor owns a parcel of land located at 1642 South 65th Street & 6420 West Mitchell Street, identified as tax key 454-0262-004, and further described as follows (“Servient Estate”):
2. The Grantee owns a parcel of land located at 6501 West National Ave, identified as tax key 454-0256-000, and further described as follows (“Dominant Estate”):
3. Grantor hereby grants a non-exclusive easement upon the parking lot located within the northern 125 feet of the Servient Estate in favor of the Dominant Estate for the purpose of vehicular parking, and all related ingress and egress. This grant of easement is limited only by the terms within this easement agreement.
4. Grantee shall pay to Grantor a total sum of \$100 for all rights conveyed by this easement agreement.
5. The grant of easement is limited as follows:
 - a. The Dominant Estate may only exercise the rights under this agreement while an event is occurring at the Dominant Estate, as well the hour before the event and the hour after the event.
 - b. Notwithstanding any provision in this easement agreement, the Dominant Estate may not exercise the rights under this agreement between 5:00 a.m. and 5:00 p.m. on Sundays without the express permission of the owner or owners of the Servient Estate for the particular date and time.
 - c. The Servient Estate may use the described property simultaneous to the Dominant Estate and may unilaterally grant further parking easements to third parties to the extent the owner or owners of the Servient Estate deem appropriate.
6. The owner or owners of the Servient Estate shall be solely responsible for maintaining the parking surface and other related improvements and structures to a standard that is at least to the standards of the Dominant Estate’s parking lots.
7. The owner or owners of the Servient Estate shall be solely responsible for maintaining the conditions of the parking surface and keeping them available for use by the Dominant Estate, including the removal of ice, snow, water, debris, and any other obstructions to the reasonable use of a parking lot.

EXHIBIT B - City Parking Easement Area



**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

SUMMONS

**JC's Pub Inc
D/B/A JC's Pub & Grub**

**Premises Location:
8028 W. National Avenue
West Allis, WI 53214**

Agent: Jeffery M. Clark

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

**THE WEST ALLIS COMMON COUNCIL TO JC's Pub Inc by licensing agent Jeffery
M. Clark:**

You are hereby notified that a sworn complaint, a copy of which is attached, has been duly made and filed, requesting a hearing on suspension or revocation of the 2021-2022 "Class B" intoxicating liquor license, a Class "B" fermented malt beverage license, and a Public Entertainment Permit, all issued under license number 2021-060, for the premises located at 8028 W. National Avenue in the City of West Allis, State of Wisconsin, for the license period running July 1, 2021, and expiring on June 30, 2022. This sworn complaint requesting a hearing for suspension or revocation of the above referenced licenses or permits is brought pursuant to the provision of Wis. Stat. § 125.12(2) and West Allis Code §§ 9.02(20) and 9.037(8).

NOW THEREFORE, you, JC's Pub Inc by licensing agent Jeffery M. Clark, are hereby summoned to appear before the License and Health Committee of the West Allis Common Council on December 14, 2021 at 6:00 p.m., or as soon thereafter as this matter can be heard, to admit or deny the allegations in the complaint. You may be represented by counsel on this date.

In the case of your failure to appear as required by this summons, the allegations in the complaint against you shall be taken as true and, if the License and Health Committee of the West Allis Common Council finds the allegations sufficient, a recommendation that your license(s) be suspended or revoked will be made to the full Common Council. The Common Council may then vote to suspend or revoke your license(s).

You are further notified that if you appear as required by this summons and contest the allegations in the complaint, a hearing will be scheduled at a later date before the License and Health Committee, at which time you may be represented by counsel, cross examine the witnesses who testify adversely against you, and present witnesses in your own behalf. A written transcript of said hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Dated at West Allis, Wisconsin, this 26th day of November, 2021.

WEST ALLIS COMMON COUNCIL

By: Rebecca N. Grill
Rebecca Grill
City Administrator and City Clerk

**WEST ALLIS COMMON COUNCIL
LICENSE AND HEALTH COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

COMPLAINT

**JC's Pub Inc
D/B/A JC's Pub & Grub**

**Premises Location:
8028 W. National Avenue
West Allis, WI 53214**

Agent: Jeffery M. Clark

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

Officer Carrie Kielley of the West Allis Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. § 125.12(2)(ag) against JC's Pub Inc and doing business as "JC's Pub & Grub" as follows:

1. That the complainant is a resident of the City of West Allis.
2. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department that the complainant has used in the past and found to be reliable.
3. That JC's Pub Inc, doing business as "JC's Pub & Grub" has been issued a "Class B" intoxicating liquor license, a Class "B" fermented malt beverage license, and a Public Entertainment Permit, all issued under license number 2021-060, for the premises located at 8028 W. National Avenue in the City of West Allis, State of

Wisconsin, for the license period running July 1, 2021, and expiring on June 30, 2022.

4. That Jeffrey M. Clark is the agent appointed pursuant to Wis. Stat. § 125.04(6)(a) for license number 2021-060.
5. That JC's Pub Inc, d/b/a "JC's Pub & Grub" previously held a Combination Class "B" intoxicating liquor and fermented malt beverage license and instrumental music license during the period running from June 19, 2020, to June 30, 2021, for the same location and business.
6. That on April 18, 2021, West Allis Police Officer Lete Carlson was dispatched to JC's Pub and Grub at 1:20 AM for a noise complaint. Officer Carlson reported that when she arrived, the noise level for the DJ could be heard outside the bar. Staff was contacted and told to turn the music down.
7. That on June 13, 2021, West Allis Police Officer Jeffrey Dufek reported that at about 2:20 AM he was dispatched to JC's Pub and Grub regarding a fight in the parking lot. Officers determined that two females were physically fighting in the parking lot. This fight originated within the bar. All parties involved were highly intoxicated per Officer Dufek's report.
8. That on July 10, 2021, West Allis Police Officers were dispatched to JC'S Pub and Grub at approximately 2:14 AM for a report of a trouble call for a fight. Officer Matthew Jacobson arrived on the scene and saw several vehicles and people presumed to be involved attempting to flee the scene. The scene was chaotic with cars driving away and people yelling. Officers determined that a patron of the bar was struck in the head with a glass beer bottle. This victim was extremely intoxicated

and dazed from his injuries. He had blood smeared on his face and a half inch gash on his nose. Glass from the bottle was scattered on the ground of the bar's parking lot. A witness who had originally fled the scene returned in his car and originally ignored orders from officers. Officers eventually detained this subject and observed him to be highly intoxicated while operating the motor vehicle. Officers also concluded that this individual was under the legal drinking age and had been consuming alcohol at JC's Pub and Grub earlier in the night and before the fight broke out. Officer Jacobson observed surveillance video from the bar that showed the victim and the OWI offender, along with other people, drinking alcohol in the bar. An argument starts in the bar around 1:05 AM between several parties. Eventually a bartender separates the parties and escorts some of the parties outside the bar. The fight then escalates outside the bar again while on camera and eventually moves out of the camera view for the physical altercation. Officers spoke with the bartender, Ciara Jarret, who stated she was one of the bartenders during the incident and she had no knowledge of what was going on as she was working inside. Officers also spoke with bartender/manager Jose Frandsen who said he was unaware of any fights that occurred in the bar and was only told about a fight outside.

9. That on September 12, 2021, at approximately 1:58 AM, West Allis Police Officers were dispatched to the Aurora West Allis Medical Center for a report of an assault that occurred at JC's Pub and Grub. Officer Lete Carlson contacted two females, R.L.S. and K.L. R.L.S. stated that an unknown female bar patron had physically assaulted her and punched R.L.S. in the face and head "quite a few" times. Patrons and bartenders separated the parties and kicked the offender out of the bar. R.L.S.

then went to the patio to get some air and the offender found her and continued to fight her by grabbing her hair and hitting her face again. R.L.S. stated she attempted to have the staff at the bar call police but they refused. Officers observed R.L.S. to have dried blood and bruising on her face. Officers spoke with bartender Ciara Jarrett who stated she remembered some sort of verbal argument in the bar, but the parties went outside and that was all she knew.

10. That on September 17, 2021, at approximately 1:37 PM, West Allis Police Officers were dispatched to JC's Pub and Grub regarding a customer assaulting a bartender. Officer Jordan Cooper stated he spoke with the bartender, identified as Tori Schultz, who stated that she was informed that two patrons were highly intoxicated and needed to be watched. Tori Schultz stated she then served the offending female patron a beer and a shot and then told her she would not be serving them anymore. The female patron finished her drink and was given a glass of water. The female patron slammed the glass down, intentionally breaking the glass and causing a disturbance. Officers contacted the offending patron and stated that she had heavily slurred speech and smelled of intoxicants. Officers determined that the offending bar patrons were highly intoxicated.

11. That on September 25, 2021, at approximately 2:24 AM, West Allis Police Officers were dispatched to JC's Pub and Grub regarding a noise complaint. Officer Lete Carlson arrived on scene and maintained a presence at the location due to the noise. While she was on scene, she observed a vehicle leaving the bar that sideswiped a building next to the bar. Officer Carlson made contact with the occupant of the vehicle. The occupant stated he had been at the bar for

approximately a half hour and consumed two beers and a shot during that time. Officer Carlson had the subject conduct field sobriety tests and determined this subject was impaired and should not be driving a motor vehicle. He was arrested for operating while under the influence of an intoxicant.

12. That on October 24, 2021, at approximately 2:14 AM, West Allis Police Officers were dispatched to JC's Pub and Grub regarding a fight. Officer Anton Best reported that he made contact with the bartender and victim, Ciara Jarrett. Jarrett told Officer Best that there was a fight at the bar between two females and their corresponding groups. Jarrett was able to provide some identifying information to aid in the police investigation. Jarrett stated she attempted to intervene to break up the fight when a male who was part of the fight pushed her away and told her not to get involved. Jarrett continued to try and break up the fight and the male then struck Jarrett in the face with a closed fist. Surveillance video of the incident shows the fight taking place. Video depicts Ciara Jarrett being pushed and then struck by the male. Jarrett then throws a pitcher at the male. Two females then attack Jarrett again before they exit the camera view. The fight between the patrons continues on the video with one female attacking another and throwing her onto the ground and repeatedly striking the female. The offending patrons eventually stop fighting and exit the bar into the community.

13. That pursuant to Wis. Stat. §125.12(2) any license issued under Wis. Stat. Ch. 125 is subject to suspension or revocation for any of the following:

- Keeping or maintaining a disorderly or riotous, indecent or improper house in violation of Wis. Stat. § 125.12(2)(ag)2,

- Violating Wis. Stat. Ch. 125 or any municipal regulations adopted under Wis. Stat. § 125.10, including: Selling, vending, dealing or trafficking in alcohol beverages to or with persons who are intoxicated in violation of Wis. Stat. 125.07(2)(a)2.

14. That pursuant to West Allis Municipal Code (hereafter "WAMC") § 9.037(8) a Public Entertainment Permit is subject to suspension or revocation for violating WAMC § 9.037(7)(d) for permitting disorderly, riotous, or indecent conduct on the premises.

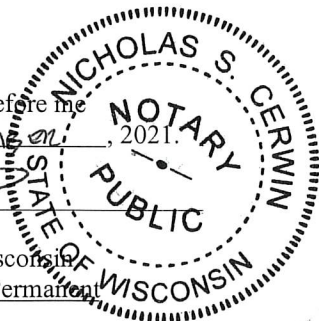
WHEREFORE, Officer Carrie Kielley requests that the licensees named herein, JC's Pub Inc, be summoned to appear before the License and Health Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the licenses and permits issued to JC's Pub Inc, should be revoked or suspended.

Dated this 30 day of Nov, 2021.

By: C. Kielley
Officer Carrie Kielley
City of West Allis Police Department

Subscribed and sworn to before me
this 30 day of November, 2021.

Nicholas S. Cerwin
(Nicholas S. Cerwin)
Notary Public, State of Wisconsin
My Commission expires: Permanently



State of Wisconsin
City of West Allis

Affidavit of Process Server

Court/Appearance Date: 12/14/21
City of West Allis

Case Number _____
JC's Pub, Inc.

Vs

I the undersigned am an adult resident of the state of Wisconsin and not a party to the action. I hereby swear that on December 4 2021 at 10:20 a.m. I duly served/or attempted to serve, (see nonservice section)

NAME JC's Pub, Inc.

DEFENDANT
 GARNISHEE DEFENDANT
 PLAINTIFF
 PETITIONER
 RESPONDENT
 WITNESS
 OTHER ATTEMPTED DATES _____

By serving Jeffrey Clark at _____
Name Jeffrey Clark Registered Agent
Home 6760 S. North Cape Rd. Title/Relationship _____
City of Franklin Wisconsin
Business _____ Wisconsin

Manner of Service:

- Personal Service
- Corporate Service: by leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof. After diligent search and inquiry, having made _____ attempts by leaving true & correct copies of the above documents with a competent occupant of the residence over the age of 14 and informed that person of the contents thereof. (See other Attempt Dates)
- Posting copies in a conspicuous manner to the address of the person/entity being served. (Use only for evictions)
- Copies of the documents were mailed by prepaid, first-class mail on: _____

DATE _____ FROM _____

Nonservice: after due search, careful inquiry and diligent attempts at the address(s) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

- Unknown at address
- Address does not exist
- Not home three attempts
- Moved no forwarding
- Evading
- Unable to serve in a timely fashion
- Refuses to cooperate in acceptance
- Service cancelled by litigant
- Search was conducted, whereabouts unknown

Type of Documents:

- SUMMONS AND COMPLAINT
- ELECTRONIC FILING NOTICE
- NOTICE OF MOTION AND MOTION/AFFIDAVIT
- COVER LETTER
- NOTICE OF HEARING
- ORDER TO SHOW CAUSE & AFFIDAVIT
- BLANK FINANCIAL DISCLOSURE STATEMENT
- NOTICE OF HEARING/ADMINISTRATIVE DISMISSAL DATE
- SUMMONS AND PETITION-DIVORCE
- CONFIDENTIAL PETITION ADDENDUM
- SUBPOENA DUCES TECUM

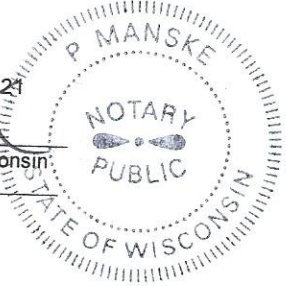
At the time of service, I did place upon it the date, time, and my name, leaving a true and correct copy thereof, and that the server knew the person so served to be the defendant (or other) mentioned and named therein.

NUMBER OF ATTEMPTS _____ NUMBER OF ADDRESSES ATTEMPTED (if more than one) _____
SERVICE FEE \$ 40.00 WITNESS FEE \$ _____
FILING FEE \$ _____ SEARCH FEE \$ _____
TOTAL FEE \$ 40.00 MILEAGE \$ _____

Server's Name Carlton W. Manske Server's Signature Carlton Manske
(Print)

Subscribed and sworn to before me
This 5 day of December, 2021

Notary Public Waukesha Co., State of Wisconsin
My Commission expires 01/27/2022



APPLICATION FOR LIQUOR LICENSE

Notice is hereby given pursuant to §125.04(3)(g) Wis. Stat., that the following have filed application in the City of West Allis for the following license:

Class A Beer & Liquor License for the sale of Fermented Malt Beverages and Intoxicating Liquor

Mei Hua Market, LLC, d/b/a Mei Hua Market, 11066 W. National Avenue, West Allis, WI 53227; Agent: Qing Jie Mo.

Dated this 14th day of February, 2022

Rebecca Grill, City Clerk

Publish as a Class I Legal Notice in the Daily Reporter on Friday, February 18, 2022



City Clerk
clerk@westalliswi.gov

January 25, 2022

Zakery VanderLinden
9142 W Chester St
Milwaukee, WI 53214

RE: Operator's License Application Review

Dear Zakery:

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **February 1, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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

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

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

Please park in the parking lot on the south side of the building. Room 128 is the first room on your right when you enter the building. The Art Gallery is located in the lower level through glass doors.

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

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

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
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- 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

February 9, 2022

Zakery VanderLinden
9142 W Chester St
Milwaukee, WI 53214

RE: Operator's License Application Review

Dear Zakery:

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **February 17, 2022 at 7:00 pm in Room 128 at City of 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.

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City Clerk
clerk@westalliswi.gov

February 23, 2022

Zakery VanderLinden

9142 W Chester St
Milwaukee, WI 53214

RE: Operator's License Application Review

Dear Zakery;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **March 1, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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City Clerk
clerk@westalliswi.gov

February 10, 2022

Ricky Adame Jr
3133 s 9th st
Milwaukee , Wi 53215

RE: Operator's License Application Review

Dear Ricky:

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **February 17, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 23, 2022

Ricky Adame
3133 s 9th st
Milwaukee , WI 53215

RE: Operator's License Application Review

Dear Ricky;

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

February 23, 2022

Jose Hernandez
1593 S 71st st Apt 1
West Allis, WI 53214

RE: Operator's License Application Review

Dear Jose;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **March 1, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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