



City of West Allis

Meeting Agenda

Common Council

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

Tuesday, October 7, 2025

7:00 PM

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

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Roadt.

D. PUBLIC HEARINGS

1. [2025-6648](#) Conditional Use Permit for SoNa Lofts Phase 2, Lot 3, a proposed 5+ Unit Dwelling, at 1600 S. 66th St.

E. PUBLIC PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

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

G. MAYOR'S REPORT

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

H. ALDERPERSONS' REPORT

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

I. APPROVAL OF MINUTES

2. [2025-8478](#) September 16, 2025 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

3. [O-2025-0399](#) Ordinance to amend the salary schedule by creating the position of Electrical Worker and by retitling the Public Health Specialist Coordinator position to Public Health Strategist.

Recommendation: Pass

4. [R-2025-2971](#) Resolution authorizing City Attorney to employ and compensate special counsel to assist in or take charge of defending claims by VJS Construction Services regarding concealed or unknown conditions at 1906 S. 53rd St.

Recommendation: Adopt as Amended

5. [R-2025-3808](#) Resolution granting a Privilege to GG 003 LLC for property located at 7020 W. National Ave. (Tax Key No. 453-9001-000).

Recommendation: Adopt

6. [R-2025-3811](#) Resolution granting a Privilege to ABC Management Inc for property located at 7232-36 W. Greenfield Ave. (Tax Key No. 440-0346-000).

Recommendation: Adopt

7. [R-2025-3814](#) Resolution granting a Privilege to Amy Elizabeth Thompson for property located at 5630 W. Lincoln Ave. (Tax Key No. 474-0464-000).

Recommendation: Adopt

8. [R-2025-3958](#) Resolution to authorize the single source proposal of R.N.O.W., Inc. for furnishing and delivering one 2025 Super Products Mud Dog 1200 Vacuum Hydro-Excavation Truck for a total sum of \$618,002.
Recommendation: Adopt
9. [R-2025-4033](#) Resolution approving a contract with Crowley Construction Corporation to install railroad crossing pavement marking on S. 57th St. for an amount not to exceed \$15,000.
Recommendation: Adopt
10. [R-2025-4080](#) Resolution approving the purchase of Latex printing equipment and supplies for a total sum not to exceed \$50,000.
Recommendation: Adopt
11. [2025-6585](#) August 2025 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$79,543.45.
Recommendation: Place on File
12. [2025-7738](#) Claim by Jose Coria for property damage on August 27, 2025 at 8422 N. Orchard St.
Recommendation: Refer to City Attorney
13. [2025-7951](#) Claim by Sixt Rent A Car, LLC for general liability compensation made to a customer for personal injury and distress related to a traffic stop on March 23, 2025 in Madison, WI.
Recommendation: Refer to City Attorney
14. [2025-8338](#) Claim by Torrance T. Norman for civil rights violations that occurred on September 20th, 2023 at 11301 W. Lincoln Ave.
Recommendation: Refer to City Attorney
15. [2025-8348](#) Claim by Jason Andujar for personal injuries and damages that occurred on March 11th, 2024 at 11301 W. Lincoln Ave.
Recommendation: Refer to City Attorney
16. [2025-8300](#) Communication regarding the Downtown West Allis Business Improvement District 2026 operating plan and special assessment method.
Recommendation: Place on File
17. [2025-8020](#) Lawsuit by VJS Construction Services, Inc. regarding the new Department of Public Works facility at 1906 S. 53rd Street. Case no. 2025CV008353.
Recommendation: Refer to City Attorney
18. [2025-8246](#) Finance Director/Comptroller submitting report for September 2025 indicating City of West Allis checks issued in the amount of \$9,646,778.89.
Recommendation: Place on File

19. [2025-7000](#) Reappointment by Mayor Devine of Ald. Weigel, Eric Berglund, and Molly Rowbottom to the Tourism Commission for 1-year terms to expire October 7, 2026.

Recommendation: Approve

20. [2025-8331](#) Reappointments by Mayor Devine of Barbara Jones and Alex Geiger to the Downtown West Allis Business Improvement District Board of Directors, with a 3-year term to expire October 10, 2028.

Recommendation: Approve

21. [2025-8334](#) Appointment by Mayor Devine of Jarice Taliaferro to the Downtown West Allis Business Improvement District Board of Directors, with a 3-year term to expire October 10, 2028.

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

22. [R-2025-3284](#) Resolution to approve the acceptance of a traffic mitigation grant from the Wisconsin Department of Transportation in the amount of \$29,585.22 for the IH-94 East-West freeway project.

Recommendation: Adopt

23. [R-2025-3520](#) Resolution to adopt the Milwaukee County Hazard Mitigation Plan 2025 to meet applicable FEMA mitigation planning requirements.

Recommendation: Adopt

24. [R-2025-3972](#) Resolution approving a collective bargaining agreement with the West Allis Professional Fire Fighter's Association, Local 342, IAFF, for 2026-2029.

Recommendation: Adopt

25. [R-2024-0318](#) Resolution to approve settlement with Robert Gendrich regarding worker's compensation claim.

26. [2024-1214](#) Claim by Cedric Banks regarding alleged personal injury in West Allis on May 9th, 2024.

For agenda items #25 & #26, the Administration Committee may convene in closed session pursuant to the provisions of Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Administration Committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

PUBLIC WORKS COMMITTEE

27. [2025-4982](#) Update from the Public Works Department on the City's Recycling Program.

Recommendation: Discussion Purposes Only

28. [2025-8133](#) Final summary from Director of Public Works for Aug. 9, 2025 flood event.

Recommendation: Discussion Purposes Only

ECONOMIC DEVELOPMENT COMMITTEE

29. [2025-7802](#) New Class B Tavern and Public Entertainment License for Beloit Ave LLC DBA Sir Frank's, 7534 W. Beloit Rd. Agent: Frank Orcholski. (ALC-25-33)

**Class B Tavern license currently issued to DHV Enterprises LLC at this location.*

30. [2025-8360](#) New Public Entertainment Premise License for West Allis FP, LLC, d/b/a Fat Patty's, 2865 S. 108th St. Agent: Lisa McIntyre. (PEP-25-2)

31. [2025-6648](#) Conditional Use Permit for SoNa Lofts Phase 2, Lot 3, a proposed 5+ Unit Dwelling, at 1600 S. 66th St.

32. [2025-8116](#) Communication introducing Amendment of Tax Incremental District No. 7 - Summit Place & the Project Plan for Tax Incremental District No. 21 - 92nd & Greenfield Ave.

Recommendation: Discussion Purpose Only

33. [2025-8117](#) Communication from Plan Commission relative to approval of Tax Incremental District project area 7 (Summit Place Business Park) and project area 21 (S. 92 & W. Greenfield Ave) being in conformance with the Comprehensive Land Use Plan.

Recommendation: Discussion Purpose Only

34. [2025-8234](#) Review Annual PE-300 Reports and the performance and status of the City's active Tax Incremental Districts.

Recommendation: Discussion Purpose Only

35. [R-2025-3904](#) Resolution to approve the Year 2026 Operating Plan for the Downtown West Allis Business Improvement District and to adopt the special assessment method as stated therein.

Recommendation: Adopt

PUBLIC SAFETY COMMITTEE

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
NOTICE OF PUBLIC HEARING
October 7, 2025 at 7:00PM**

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

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on October 7, 2025 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the following:

Conditional Use Permit for SoNa Lofts Phase 2, Lot 3, a proposed 5+ Unit Dwelling, at 1600 S. 66th St.

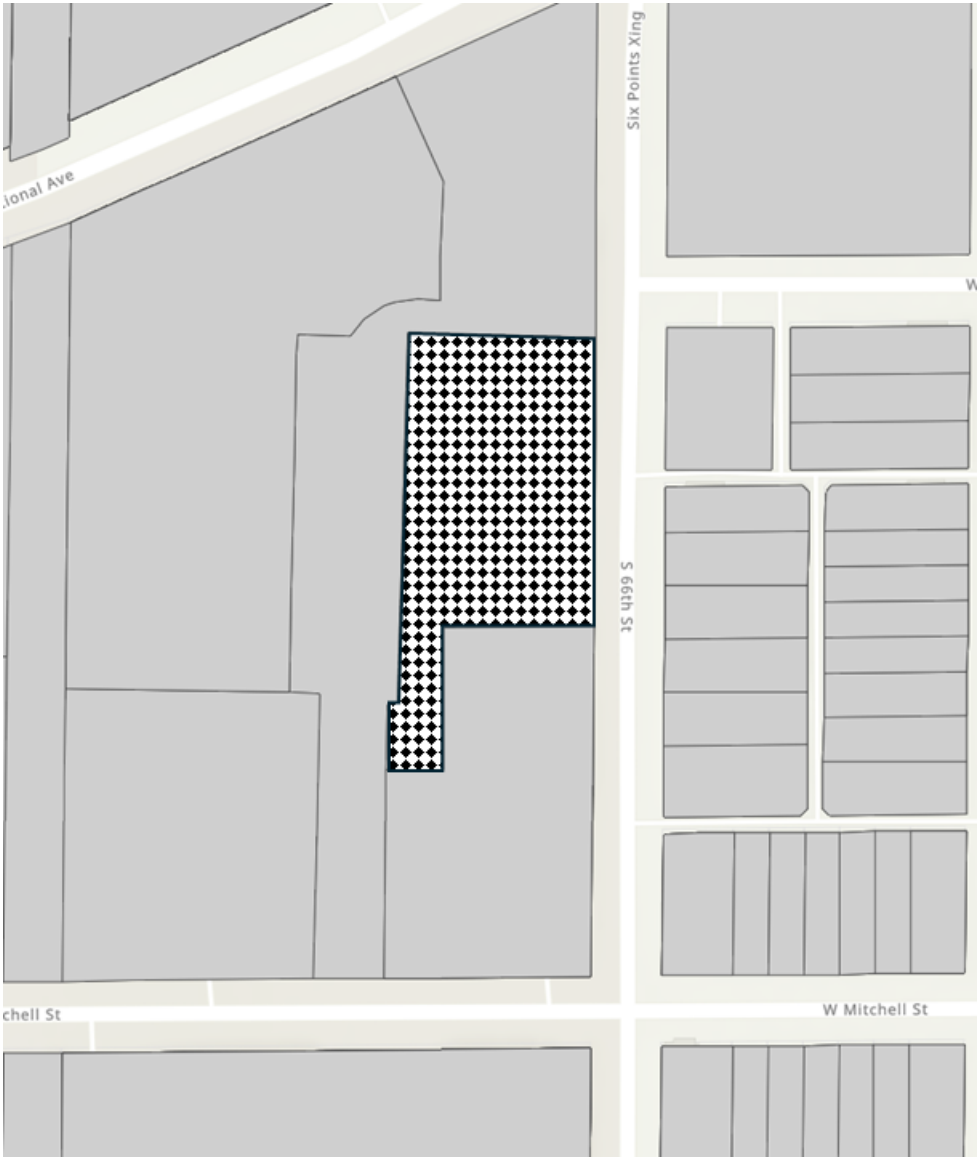
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and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

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Conditional Use Permit for SoNa Lofts Phase 2, Lot 3, a proposed 5+ Unit Dwelling, at 1600 S. 66th St.



Legend

- Parcel
- Structure
- Project Area



City of West Allis Meeting Minutes Common Council

Mayor Dan Devine, Chair

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

Tuesday, September 16, 2025

7:00 PM

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

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

Present 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

C. PLEDGE OF ALLEGIANCE

Led by Ald. Turner.

D. PUBLIC HEARINGS

None.

E. PUBLIC PARTICIPATION

Kevin McFadden, 1212 S. 64th St., spoke regarding graffiti issues.

David Reske, 1942 S. 77th St., spoke regarding rat issues.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

G. MAYOR'S REPORT

None.

H. ALDERPERSONS' REPORT

None.

I. APPROVAL OF MINUTES

1. [2025-6478](#) September 2, 2025 Common Council Minutes.

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

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Block Vote

Ald. Haass moved to approve the Consent Agenda, items #2 - #14, Ald. Grisham seconded, motion carried by roll call vote:motion carried by roll call vote:

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

No: 0

2. [R-2025-2873](#) Resolution granting a Privilege to Source One Enterprise LLC for property located at 9440 W. National Ave. (Tax Key No. 479-9001-000).

Adopted

3. [R-2025-2966](#) Resolution to approve the purchase of 580 96-gallon garbage carts.

Adopted

4. [R-2025-2967](#) Resolution to authorize the purchase of new roll-off containers from Poynette Ironworks for a total sum of \$29,376.

Adopted

5. [R-2025-3020](#) Resolution relating to revisions to Policy 330 for retiree health insurance and clarification of eligibility and cost sharing provisions.

Adopted

6. [2025-6239](#) Finance Director/Comptroller submitting report for August 2025 indicating City of West Allis checks issued in the amount of \$6,305,312.37.

Placed on File

7. [2025-6398](#) Claim by Mayfair Village Mobile Home Court, LLC for a money judgment for property parcel known as 444-9992-000. (Case No. 2025CV006804)

Referred to City Attorney

8. [2025-6424](#) Claim by Greenfield Terrace, LLC for a money judgment for property parcel known as 449-9989-002. (Case No. 2025CV006805)

Referred to City Attorney

9. [2025-6432](#) Claim by David & Jessica Mudgett for property damage on July 28th, 2025 at 2674 S. 118th St.

Referred to City Attorney

10. [2025-6466](#) Claim by Jessica and Heidi Doering for property damage on August 16th, 2025 at 2202 S. 82nd St.

Referred to City Attorney

12. [2025-6690](#) Claim by Ronald Morgan for property damage on September 10th, 2025 at the intersection of S. 60th St. and W. Mobile St.

Referred to City Attorney

11. [2025-6512](#) Claim by Peggy Hartwig for property damage on August 3rd, 2025 at W. Greenfield Ave. & S. 85th St.

Referred to City Attorney

13. [2025-6633](#) Claim by John Sloan for civil rights violations that occurred on March 29th, 2024 at the intersection of S. 84th St. and W. Mitchell St.

Referred to City Attorney

14. [2025-6446](#) Appointment by Mayor Devine of Amy Hutter to the West Allis Library Board with a three-year term to expire July 1st, 2028.

Approved

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

Committee convened at 7:30 p.m.

Passed The Block Vote

Ald. Weigel moved to approve items #15 - #16 & #19, motion carried by roll call vote:

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

No: 0

15. [R-2025-2882](#) Resolution to approve PILOT agreement with West Allis Memorial Hospital and Aurora Health Care, Inc. for property located at 8901 W. Lincoln Ave.

Committee Action:

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

Council Action: Adopted

16. [R-2025-2913](#) Resolution approving contract to provide city services to West Allis Convention and Visitors Bureau.
- Committee Action:**
Ald. Nowling moved to adopt, Ald. Novak seconded, motion carried.
- Council Action: Adopted**
- Ald. Weigel motioned to temporarily adjourn at 7:39 p.m., Ald. Kuehn seconded, motion carried by the following voice vote:
- Yes - 5 - Ald. Weigel, Novak, Kuehn, Nowling and Grob
No - 0
- Ald. Weigel motioned to reconvene at 8:02 p.m.
- Ald. Kuehn motioned at 8:12 p.m. to move into closed session, Ald. Nowling seconded, motion carried with the following voice vote:
- Yes - 5 - Ald. Weigel, Kuehn, Grob, Novak and Nowling
No - 0
- Ald. Grob motioned at 9:00 p.m. to move into open session, Ald. Nowling seconded, motion carried with the following voice vote:
- Yes - 5 - Ald. Weigel, Kuehn, Grob, Novak and Nowling
No - 0
17. [2025-6504](#) Claims by VJS Construction Services regarding concealed or unknown conditions at 1906 S. 53rd St.
- Committee Action:**
Ald. Kuehn motioned to direct the City Attorney to act on what was decided upon in closed session, Ald. Novak seconded, motion carried.
- Council Action: Approved with one no from Ald. Roadt**
18. [R-2025-2971](#) Resolution authorizing City Attorney to employ and compensate special counsel to assist in or take charge of defending claims by VJS Construction Services regarding concealed or unknown conditions at 1906 S. 53rd St.
- Committee Action:**
Ald. Kuehn motioned to direct the City Attorney to act on what was decided upon in closed session, Ald. Novak seconded, motion carried.
- Council Action: Approved with one no from Ald. Roadt**

- 19. [2024-0674](#) Claim by Mills Hotel Wyoming LLC for a money judgment at 11548 W. Theo Trecker Way (414-9992-017).

Committee Action:

Ald. Kuehn motioned to approve, Ald. Novak seconded, motion carried.

Ald. Novak motioned to adjourn at 9:01 p.m., Ald. Nowling seconded, motion carried.

Council Action: Approved

PUBLIC WORKS COMMITTEE

Committee convened at 7:14 p.m.

Passed The Block Vote

Ald. Roadt moved to approve items #20 - #22, motion carried by roll call vote:

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

No: 0

- 20. [R-2025-3000](#) Resolution authorizing entering an agreement with WisDOT to mitigate traffic impacts on various City streets during the I-94 East West Freeway Project.

Committee Action:

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

Council Action: Adopted

- 21. [R-2025-2962](#) Resolution to approve a construction contract with Arch Solar in the amount of up to \$45,030 for the installation of solar panels at the Liberty Heights Pavilion.

Committee Action:

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

Council Action: Adopted

- 22. [R-2025-2968](#) Resolution to amend the existing contract with Blue Ribbon Organics for the continuation of yard waste management services.

Committee Action:

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

Ald. Haass moved to adjourn at 7:52 p.m., Ald. Grisham seconded, motion carried.

Council Action: Adopted

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 7:15 p.m.

23. [2025-5340](#) New Class B Tavern and Public Entertainment License for Persona Bar LLC DBA Persona Bar, 6404 W. National Ave. Agent: Deshon Buckner. (ALC-25-31)

Committee Action:

Ald. Novak moved to grant with amended business hours to align with Wisconsin State law, Ald. Nowling seconded, motion carried.

Council Action: Granted with one no from Ald. Roadt

24. [2025-6431](#) New Class B Tavern License for Restaurante el Rinconcito de Rafa LLC DBA Carnitas de Rafa, 7030 W. Lincoln Ave. Agent: Rafael Ruiz Rojo. (ALC-25-32)

Committee Action:

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

Ald. Grob moved to adjourn at 7:29 p.m., Ald. Nowling seconded, motion carried.

Council Action: Granted

PUBLIC SAFETY COMMITTEE

Committee convened at 7:52 p.m.

Passed The Block Vote

Ald. Grisham moved to approve items #25 - #26, motion carried by roll call vote:

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

No: 0

25. [2025-6464](#) New Operator's License (Bartender/Class D Operator) application for Tyler Richards. (BART-1590)

Committee Action:

Ald. Roadt moved to deny based on background check and non-appearance, Ald. Haass seconded, motion carried.

Council Action: Denied

26. [O-2025-0383](#) Ordinance to incorporate standard noise level limits into alcohol licensing laws.

Sponsors: Alderperson Novak

Committee Action:

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

Ald. Haass moved to adjourn at 8:00 p.m., Ald. Halvorsen seconded, motion carried.

Council Action: Passed

N. ADJOURNMENT

Ald. Haass moved to adjourn at 9:09 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is October 7th, 2025 at 7:00 p.m.



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**CITY OF WEST ALLIS
ORDINANCE O-2025-0399**

**ORDINANCE TO AMEND THE SALARY SCHEDULE BY CREATING THE
POSITION OF ELECTRICAL WORKER AND BY RETITLING THE PUBLIC
HEALTH SPECIALIST COORDINATOR POSITION TO PUBLIC HEALTH
STRATEGIST**

WHEREAS, the common council seeks to align its organizational chart and salary schedule with the current needs of the City;

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

The Electrical Worker position is created and classified as Salary Grade F1
The Public Health Specialist Coordinator position is retitled Public Health Strategist

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

AMENDMENT

Salary Schedule

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

Start Date	End Date	Salary Schedule	Ordinance
10/12/25	None	Link	O-2025-0399

8/17/25	10/11/25 None	Link	O-2025-0069
6/8/25	8/16/25	Link	O-2025-0048
5/6/25	6/7/25	Link	O-2025-0040
2/16/25	5/5/25	Link	O-2025-0010
1/5/25	2/15/25	Link	O-2025-0003
9/3/24	1/4/25	Link	O-2024-0034
7/10/24	9/2/24	Link	O-2024-0030
3/19/24	7/9/24	Link	O-2024-0015
2/6/24	3/18/24	Link	O-2024-0003
1/7/24	2/5/24	Link	O-2023-0093
11/14/23	1/6/24	Link	O-2023-0075
9/19/23	11/13/23	Link	O-2023-0066
9/5/23	9/18/23	Link	O-2023-0064
7/18/23	9/4/23	Link	O-2023-0055
5/16/23	7/17/23	Link	O-2023-0041
5/2/23	5/15/23	Link	O-2023-0038
4/18/23	5/1/23	Link	O-2023-0032
3/7/23	4/17/23	Link	O-2023-0014
1/8/23	3/6/23	Link	O-2023-0006 O-2022-0167
10/16/22	1/7/23	Link	O-2022-0149
9/18/22	10/15/22	Link	O-2022-0140
9/4/22	9/17/22	Link	O-2022-0128
7/12/22	9/3/22	Link	O-2022-0107
6/7/22	7/11/22	Link	O-2022-0090
5/3/22	6/6/22	Link	O-2022-0084
4/19/22	5/2/22	Link	O-2022-0075
4/7/22	4/18/22	Link	O-2022-0047
2/2/22	4/6/22	Link	O-2022-0036
1/11/22	2/1/22	Link	O-2022-0012

10/3/21	1/10/22	Link	O-2021-0076
7/13/21	10/2/21	Link	O-2021-0051
6/15/21	7/12/21	Link	O-2021-0049
6/1/21	6/14/21	Link	O-2021-0042
3/2/21	5/31/21	Link	O-2021-0022
2/2/21	3/1/21	Link	
12/15/20	2/1/21	Link	O-2020-0058
10/18/20	12/17/20	Link	
9/1/20	10/17/20	Link	
3/17/20	8/31/20	Link	
3/3/20	3/16/20	Link	
1/7/20	3/2/20	Link	
8/6/19	1/6/20	Link	
3/19/19	8/5/19	Link	
10/16/18	3/18/19	Link	
10/2/18	10/15/18	Link	
6/19/18	10/1/18	Link	
4/17/18	6/18/18	Link	
3/6/18	4/16/18	Link	
1/14/18	3/5/18	Link	

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

a. Alderperson

Date	Annual Salary
Effective 4/21/2020	\$10,000
Effective 1/1/2021	\$10,200
Effective 1/1/2022	\$10,400

Effective 1/1/2023	\$10,600
Effective 1/1/2024	\$10,800
Effective 1/1/2025	\$11,000

b. Mayor

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

c. Municipal Judge

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

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

Position	Minimum Hourly Pay	Maximum Hourly Pay
Children's Program Care Provider	\$10.00	\$14.71
Code Enforcement Part-Time Inspector	\$24.51	\$29.41
Co-Facilitator (WISH)	\$25.00	\$30.00
Co-op/Intern/Temporary Seasonal Laborer	\$12.00	\$20.00

Community Service Officer	\$20.00	\$25.00
Lead Library Page	\$12.00	\$17.00
Library Page	\$10.00	\$12.00
Market Attendant	\$18.79	\$25.77
Neighborhood Partnership Specialist	\$18.00	\$23.00
Part-Time Cleaner	\$17.00	\$21.00
Police Background Investigator	\$24.51	\$29.41

6. Election Official Pay Rates. Any person who is appointed as an election official under Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:
- a. \$150.00 per full day of work on election day as an inspector. The city clerk may authorize up to \$50.00 in additional pay for meeting performance metrics established by the city clerk.
 - b. \$175.00 per full day of work on election day as an assistant chief inspector. The city clerk may authorize up to \$75.00 in additional pay for meeting performance metrics established by the city clerk.
 - c. \$200.00 per full day of work on election day as a chief inspector of a polling place. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
 - d. \$25.00 for attending an instructional meeting prior to election day.
 - e. \$15.00 per hour for any of the following:
 - i. training prior to election day.
 - ii. working as a special voting deputy under Wis. Stat. 6.875.
 - f. \$375.00 per full day of work on election day as chief inspector of the location canvassing absentee ballots under Wis. Stat. 7.52. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
7. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

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

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

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

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after October 12, 2025.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

Grade	Type	90%	92.5%	95%	97.5%	100%	102%	104%	105.5%	107%	108.5%	110%	High	125%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Perf.	Max

FLSA EXEMPT - 2

R2	Non-Res	116,168.00	119,392.00	122,616.00	125,840.00	129,064.00	131,643.20	134,222.40	136,156.80	138,091.20	140,025.60	141,980.80	▶	161,324.80
		\$55.85	\$57.40	\$58.95	\$60.50	\$62.05	\$63.29	\$64.53	\$65.46	\$66.39	\$67.32	\$68.26	▶	\$77.56
	Res +5%	121,971.20	125,361.60	128,752.00	132,142.40	135,512.00	138,216.00	140,940.80	142,958.40	144,996.80	147,035.20	149,073.60	▶	169,395.20
		\$58.64	\$60.27	\$61.90	\$63.53	\$65.15	\$66.45	\$67.76	\$68.73	\$69.71	\$70.69	\$71.67	▶	\$81.44

Assistant City Administrator
City Attorney
City Engineer

Director of Public Works
Finance Director
Fire Chief*

Health Commissioner/City Sealer
Police Chief*

Q2	Non-Res	106,496.00	109,449.60	112,424.00	115,377.60	118,331.20	120,702.40	123,073.60	124,841.60	126,609.60	128,398.40	130,166.40	▶	147,908.80
		\$51.20	\$52.62	\$54.05	\$55.47	\$56.89	\$58.03	\$59.17	\$60.02	\$60.87	\$61.73	\$62.58	▶	\$71.11
	Res +5%	111,820.80	114,920.00	118,040.00	121,139.20	124,238.40	126,734.40	129,230.40	131,081.60	132,932.80	134,825.60	136,676.80	▶	155,313.60
		\$53.76	\$55.25	\$56.75	\$58.24	\$59.73	\$60.93	\$62.13	\$63.02	\$63.91	\$64.82	\$65.71	▶	\$74.67

Assistant Fire Chief**
Deputy Police Chief - Operations**

Deputy Police Chief - Support Services**
Director of Information Technology

Marketing Director

P2	Non-Res	101,649.60	104,478.40	107,307.20	110,115.20	112,944.00	115,211.20	117,457.60	119,163.20	120,848.00	122,553.60	124,238.40	▶	141,190.40
		\$48.87	\$50.23	\$51.59	\$52.94	\$54.30	\$55.39	\$56.47	\$57.29	\$58.10	\$58.92	\$59.73	▶	\$67.88
	Res +5%	106,724.80	109,699.20	112,673.60	115,627.20	118,601.60	120,972.80	123,323.20	125,112.00	126,900.80	128,689.60	130,457.60	▶	148,241.60
		\$51.31	\$52.74	\$54.17	\$55.59	\$57.02	\$58.16	\$59.29	\$60.15	\$61.01	\$61.87	\$62.72	▶	\$71.27

Code Enforcement Director

Library Director

Deputy City Attorney

O2	Non-Res	96,824.00	99,507.20	102,190.40	104,894.40	107,577.60	109,720.00	111,883.20	113,484.80	115,107.20	116,729.60	118,331.20	▶	134,472.00
		\$46.55	\$47.84	\$49.13	\$50.43	\$51.72	\$52.75	\$53.79	\$54.56	\$55.34	\$56.12	\$56.89	▶	\$64.65
	Res +5%	101,670.40	104,478.40	107,307.20	110,136.00	112,964.80	115,211.20	117,478.40	119,163.20	120,868.80	122,574.40	124,238.40	▶	141,190.40
		\$48.88	\$50.23	\$51.59	\$52.95	\$54.31	\$55.39	\$56.48	\$57.29	\$58.11	\$58.93	\$59.73	▶	\$67.88

Captain (Police)**

* Annual Holiday Allowance Additional

^ Compression Adjustment

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

		90%	92.5%	95%	97.5%	100%	102%	104%	105.5%	107%	108.5%	110%	High	125%
Grade	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Perf.	Max
N2	Non-Res	91,998.40	94,536.00	97,094.40	99,652.80	102,211.20	104,249.60	106,308.80	107,827.20	109,366.40	110,905.60	112,424.00	▶	127,774.40
		\$44.23	\$45.45	\$46.68	\$47.91	\$49.14	\$50.12	\$51.11	\$51.84	\$52.58	\$53.32	\$54.05	▶	\$61.43
	Res +5%	96,595.20	99,257.60	101,940.80	104,644.80	107,328.00	109,470.40	111,633.60	113,214.40	114,836.80	116,459.20	118,040.00	▶	134,160.00
		\$46.44	\$47.72	\$49.01	\$50.31	\$51.60	\$52.63	\$53.67	\$54.43	\$55.21	\$55.99	\$56.75	▶	\$64.50

Assistant City Engineer

Assistant Director of Public Works

Battalion Chief**

City Assessor

City Clerk

City Treasurer

Deputy Finance Director

Deputy Fire Chief **

Deputy Health Commissioner

Economic Development Executive Director

Lieutenant (Police)**

Marketing & Communications Manager

M2	Non-Res	87,193.60	89,627.20	92,040.00	94,473.60	96,886.40	98,820.80	100,755.20	102,211.20	103,667.20	105,123.20	106,579.20	▶	121,118.40
		\$41.92	\$43.09	\$44.25	\$45.42	\$46.58	\$47.51	\$48.44	\$49.14	\$49.84	\$50.54	\$51.24	▶	\$58.23
	Res +5%	91,561.60	94,099.20	96,636.80	99,195.20	101,732.80	103,771.20	105,788.80	107,328.00	108,846.40	110,385.60	111,904.00	▶	127,171.20
		\$44.02	\$45.24	\$46.46	\$47.69	\$48.91	\$49.89	\$50.86	\$51.60	\$52.33	\$53.07	\$53.80	▶	\$61.14

WIC Program Director

L2	Non-Res	82,368.00	84,656.00	86,944.00	89,232.00	91,520.00	93,350.40	95,180.80	96,553.60	97,926.40	99,299.20	100,672.00	▶	114,400.00
		\$39.60	\$40.70	\$41.80	\$42.90	\$44.00	\$44.88	\$45.76	\$46.42	\$47.08	\$47.74	\$48.40	▶	\$55.00
	Res +5%	86,486.40	88,899.20	91,291.20	93,704.00	96,096.00	98,009.60	99,944.00	101,379.20	102,814.40	104,270.40	105,705.60	▶	120,120.00
		\$41.58	\$42.74	\$43.89	\$45.05	\$46.20	\$47.12	\$48.05	\$48.74	\$49.43	\$50.13	\$50.82	▶	\$57.75

Business Manager

City Planning Director

Deputy City Clerk

Electrical Maintenance Manager

Environmental Supervisor

HR Manager

Library Manager

Network and Security Administrator

Principal Assistant City Attorney

Senior Principal Engineer

Public Health Nurse Supervisor

* Annual Holiday Allowance Additional

^ Compression Adjustment

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

Grade	Type	90% Step 1	92.5% Step 2	95% Step 3	97.5% Step 4	100% Step 5	102% Step 6	104% Step 7	105.5% Step 8	107% Step 9	108.5% Step 10	110% Step 11	High Perf.	125% Max
K2	Non-Res	77,521.60	79,664.00	81,827.20	83,969.60	86,132.80	87,859.20	89,585.60	90,875.20	92,164.80	93,454.40	94,744.00	▶	107,660.80
		\$37.27	\$38.30	\$39.34	\$40.37	\$41.41	\$42.24	\$43.07	\$43.69	\$44.31	\$44.93	\$45.55	▶	\$51.76
	Res +5%	81,390.40	83,657.60	85,924.80	88,171.20	90,438.40	92,248.00	94,057.60	95,409.60	96,782.40	98,134.40	99,486.40	▶	113,048.00
		\$39.13	\$40.22	\$41.31	\$42.39	\$43.48	\$44.35	\$45.22	\$45.87	\$46.53	\$47.18	\$47.83	▶	\$54.35

Adult Services & Circulation Supervisor
 Cataloging & Technical Processing Librarian
 Development Project Manager
 Environmentalist Coordinator
 Facilities Manager
 Fleet Services Manager

Forestry & Parks Manager
 Lead Project Nutritionist
 Municipal Court Administrator
 Principal Engineer
 Public Health Nurse Coordinator
 (Public Health Specialist Coordinator)

[Public Health Strategist]
 Public Safety Communications Manager
 IT Supervisor
 Risk Manager
 Sanitation & Streets Manager
 Water Systems Manager

J2	Non-Res	72,716.80	74,734.40	76,752.00	78,769.60	80,787.20	82,409.60	84,011.20	85,238.40	86,444.80	87,651.20	88,857.60	▶	100,984.00
		\$34.96	\$35.93	\$36.90	\$37.87	\$38.84	\$39.62	\$40.39	\$40.98	\$41.56	\$42.14	\$42.72	▶	\$48.55
	Res +5%	76,356.80	78,478.40	80,600.00	82,700.80	84,822.40	86,528.00	88,212.80	89,502.40	90,771.20	92,040.00	93,308.80	▶	106,038.40
		\$36.71	\$37.73	\$38.75	\$39.76	\$40.78	\$41.60	\$42.41	\$43.03	\$43.64	\$44.25	\$44.86	▶	\$50.98

Assistant City Attorney
 Children Services Supervisor
 Code Enforcement Officer - Supervisor
 Community Engagement Manager
 Community Development Senior Planner

Deputy Treasurer/Senior Accountant
 Engineer & Professional Land Surveyor
 Environmentalist
 GIS Administrator
 Professional Engineer

Public Health Nurse
 Marketing and Engagement Strategist
 Senior Accountant
 Street & Sewer Supervisor
 Tourism and Event Manager

I2	Non-Res	67,870.40	69,742.40	71,635.20	73,507.20	75,400.00	76,918.40	78,416.00	79,539.20	80,683.20	81,806.40	82,950.40	▶	94,244.80
		\$32.63	\$33.53	\$34.44	\$35.34	\$36.25	\$36.98	\$37.70	\$38.24	\$38.79	\$39.33	\$39.88	▶	\$45.31
	Res +5%	71,260.80	73,236.80	75,212.80	77,188.80	79,164.80	80,766.40	82,347.20	83,512.00	84,718.40	85,904.00	87,089.60	▶	98,966.40
		\$34.26	\$35.21	\$36.16	\$37.11	\$38.06	\$38.83	\$39.59	\$40.15	\$40.73	\$41.30	\$41.87	▶	\$47.58

Civil Engineer
 Community Health Registered Dietitian
 Customer Service Administrator
 Customer Service Center Supervisor
 Database Administrator
 HR Generalist

Lead Planner
 Office Supervisor
 Public Health Social Worker
 Public Health Specialist
 Public Safety Communications Supervisor
 Sanitation Supervisor

Senior Buyer
 Senior Center Coordinator
 Solutions Analyst
 Supply Chain Purchasing Supervisor

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

Grade	Type	90%	92.5%	95%	97.5%	100%	102%	104%	105.5%	107%	108.5%	110%	High	125%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Perf.	Max

H2	Non-Res	63,065.60	64,812.80	66,580.80	68,328.00	70,075.20	71,468.80	72,883.20	73,923.20	74,984.00	76,024.00	77,084.80	▶	87,588.80
		\$30.32	\$31.16	\$32.01	\$32.85	\$33.69	\$34.36	\$35.04	\$35.54	\$36.05	\$36.55	\$37.06	▶	\$42.11
	Res +5%	66,227.20	68,057.60	69,908.80	71,739.20	73,569.60	75,046.40	76,523.20	77,625.60	78,728.00	79,830.40	80,932.80	▶	91,977.60
		\$31.84	\$32.72	\$33.61	\$34.49	\$35.37	\$36.08	\$36.79	\$37.32	\$37.85	\$38.38	\$38.91	▶	\$44.22

Accountant
Community Health Education Coordinator

Deputy Clerk - Elections
Housing Coordinator

Librarian
Payroll Administrator

G2	Non-Res	58,219.20	59,841.60	61,464.00	63,065.60	64,688.00	65,977.60	67,267.20	68,244.80	69,222.40	70,179.20	71,156.80	▶	80,870.40
		\$27.99	\$28.77	\$29.55	\$30.32	\$31.10	\$31.72	\$32.34	\$32.81	\$33.28	\$33.74	\$34.21	▶	\$38.88
	Res +5%	61,131.20	62,836.80	64,542.40	66,227.20	67,932.80	69,284.80	70,636.80	71,656.00	72,675.20	73,694.40	74,713.60	▶	84,905.60
		\$29.39	\$30.21	\$31.03	\$31.84	\$32.66	\$33.31	\$33.96	\$34.45	\$34.94	\$35.43	\$35.92	▶	\$40.82

Community Health Nutritionist
Content and Multimedia Creator

Economic Development Specialist
Market Manager

FLSA NON-EXEMPT - 1

K1	Non-Res	\$37.27	\$38.30	\$39.34	\$40.37	\$41.41	\$42.24	\$43.07	\$43.69	\$44.31	\$44.93	\$45.55	▶	\$51.76
	Res +5%	\$39.13	\$40.22	\$41.31	\$42.39	\$43.48	\$44.35	\$45.22	\$45.87	\$46.53	\$47.18	\$47.83	▶	\$54.35

Lead Electrical Mechanic

J1	Non-Res	\$34.96	\$35.93	\$36.90	\$37.87	\$38.84	\$39.62	\$40.39	\$40.98	\$41.56	\$42.14	\$42.72	▶	\$48.55
	Res +5%	\$36.71	\$37.73	\$38.75	\$39.76	\$40.78	\$41.60	\$42.41	\$43.03	\$43.64	\$44.25	\$44.86	▶	\$50.98

Electrical Mechanic II

Fleet Manager

I1	Non-Res	\$32.63	\$33.53	\$34.44	\$35.34	\$36.25	\$36.98	\$37.70	\$38.24	\$38.79	\$39.33	\$39.88	▶	\$45.31
	Res +5%	\$34.26	\$35.21	\$36.16	\$37.11	\$38.06	\$38.83	\$39.59	\$40.15	\$40.73	\$41.30	\$41.87	▶	\$47.58

Business Operations Specialist
Commercial Construction Inspector
Electrical Mechanic I

Facility and Sign Specialist
Forestry and Parks Specialist
Lead Equipment Mechanic

Plumber
Zoning Administrator and City Process Liaison

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

		90%	92.5%	95%	97.5%	100%	102%	104%	105.5%	107%	108.5%	110%	High	125%
Grade	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Perf.	Max

H1	Non-Res	\$30.32	\$31.16	\$32.01	\$32.85	\$33.69	\$34.36	\$35.04	\$35.54	\$36.05	\$36.55	\$37.06	▶	\$42.11
	Res +5%	\$31.84	\$32.72	\$33.61	\$34.49	\$35.37	\$36.08	\$36.79	\$37.32	\$37.85	\$38.38	\$38.91	▶	\$44.22

Appraiser
 Crime Analyst
 Engineering Technician - IT Systems

Engineering Technician - Traffic & Utilities
 Equipment Mechanic II
 PC Network Specialist

Residential Construction Inspector
 Victim Advocate
 Water Lead Person

G1	Non-Res	\$27.99	\$28.77	\$29.55	\$30.32	\$31.10	\$31.72	\$32.34	\$32.81	\$33.28	\$33.74	\$34.21	▶	\$38.88
	Res +5%	\$29.39	\$30.21	\$31.03	\$31.84	\$32.66	\$33.31	\$33.96	\$34.45	\$34.94	\$35.43	\$35.92	▶	\$40.82

Assessment Technician
 Boring Operator
 Building Maintenance Technician
 City Planner
 Code Enforcement Officer
 Community Health Specialist

Customer Service Specialist - Lead
 Dental Hygienist
 Directional Boring Operator
 Engineering Technician
 Equipment Mechanic I
 Equipment Operations Specialist

Graphic Design/Production Specialist
 HVAC Technician
 Maintainer
 Tradesperson - Carpenter

F1	Non-Res	\$25.67	\$26.38	\$27.09	\$27.81	\$28.52	\$29.09	\$29.66	\$30.09	\$30.52	\$30.94	\$31.37	▶	\$35.65
	Res +5%	\$26.95	\$27.70	\$28.44	\$29.20	\$29.95	\$30.54	\$31.14	\$31.59	\$32.05	\$32.49	\$32.94	▶	\$37.43

Associate Planner
 City Clerk Specialist
 Customer Service Specialist
 Dispatcher
[Electrical Worker]
 Engineering Services Specialist

Equipment Operator
 Housing Navigator
 Inventory Services Specialist
 Library Assistant
 Maintenance Repairer
 Principal Support Specialist

Print and Production Specialist
 Pumping Station Operator
 Rehabilitation Specialist
 Truck Driver - Lead

CITY OF WEST ALLIS SALARY SCHEDULE

Effective October 12, 2025

Grade	Type	90%	92.5%	95%	97.5%	100%	102%	104%	105.5%	107%	108.5%	110%	High	125%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Perf.	Max

E1	Non-Res	\$23.35	\$23.99	\$24.64	\$25.29	\$25.94	\$26.46	\$26.98	\$27.37	\$27.76	\$28.14	\$28.53	▶	\$32.43
	Res +5%	\$24.52	\$25.19	\$25.87	\$26.55	\$27.24	\$27.78	\$28.33	\$28.74	\$29.15	\$29.55	\$29.96	▶	\$34.05

Accounting Specialist	Deputy Registrar	Painter
Administrative Support Specialist	Fleet Maintenance Technician	Parking Control Operator
Administrative Support Specialist - Police Body Cam	Health Screening Technician	PC Technician
Arborist	Human Resources Specialist	Property Room Technician
Assistant Pumping Station Operator	Lead Library Technician	Truck Driver
Carpenter	Legal Secretary - Principal	
Community Health Technician	Municipal Court Clerk	

D1	Non-Res	\$21.02	\$21.61	\$22.19	\$22.78	\$23.36	\$23.83	\$24.29	\$24.64	\$25.00	\$25.35	\$25.70	▶	\$29.20
	Res +5%	\$22.07	\$22.69	\$23.30	\$23.92	\$24.53	\$25.02	\$25.50	\$25.87	\$26.25	\$26.62	\$26.99	▶	\$30.66

Administrative Support Assistant	Lead Janitor	Sign Painter
Environmental Technician	Legal Secretary - Senior	Utility Locate Technician

C1	Non-Res	\$19.46	\$20.00	\$20.54	\$21.08	\$21.62	\$22.05	\$22.48	\$22.81	\$23.13	\$23.46	\$23.78	▶	\$27.03
	Res +5%	\$20.43	\$21.00	\$21.57	\$22.13	\$22.70	\$23.15	\$23.60	\$23.95	\$24.29	\$24.63	\$24.97	▶	\$28.38

Circulation Services Representative	Library Technician	Water Meter Technician
Janitor	Municipal Court Assistant	
Laborer	Park Attendant	

B1	Non-Res	\$18.03	\$18.53	\$19.03	\$19.53	\$20.03	\$20.43	\$20.83	\$21.13	\$21.43	\$21.73	\$22.03	▶	\$25.04
	Res +5%	\$18.93	\$19.46	\$19.98	\$20.51	\$21.03	\$21.45	\$21.87	\$22.19	\$22.50	\$22.82	\$23.13	▶	\$26.29

Clerical Assistant	Yard Attendant
--------------------	----------------

A1	Non-Res	\$16.68	\$17.14	\$17.60	\$18.07	\$18.53	\$18.90	\$19.27	\$19.55	\$19.83	\$20.11	\$20.38	▶	\$23.16
	Res +5%	\$17.51	\$18.00	\$18.48	\$18.97	\$19.46	\$19.85	\$20.23	\$20.53	\$20.82	\$21.12	\$21.40	▶	\$24.32

WIC Breastfeeding Peer Counselor

**CITY OF WEST ALLIS
RESOLUTION R-2025-2971**

**RESOLUTION AUTHORIZING CITY ATTORNEY TO EMPLOY AND
COMPENSATE SPECIAL COUNSEL TO ASSIST IN OR TAKE CHARGE OF
DEFENDING CLAIMS BY VJS CONSTRUCTION SERVICES REGARDING
CONCEALED OR UNKNOWN CONDITIONS AT 1906 SOUTH 53RD STREET**

WHEREAS, VJS Construction Services has filed three claims for concealed or unknown conditions at 1906 South 53rd Street in relation to the construction of the City's new public works facility; and

WHEREAS, it would be most prudent to hire outside counsel to handle this matter given the combined value of the claims, specialized legal issues, and time necessary to properly defend the type of claims submitted; and

WHEREAS, Wis. Stat. 62.09(12)(g) says the council may employ and compensate special counsel to assist in or take charge of any matter in which the city is interested;

NOW THEREFORE, be it resolved by the Common Council of the City Of West Allis, in the State of Wisconsin, that the city attorney may employ special counsel to assist in or take charge of the defense of the claims submitted by VJS Construction Services and any future claims submitted. BE IT FURTHER RESOLVED that in order to fund special counsel for this matter, \$ _____ is hereby re-allocated from Account No. _____ to Account No. 100-0302-516.30-16.

SECTION 1: **ADOPTION** “R-2025-2971” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-2971(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-2971**

**RESOLUTION AUTHORIZING CITY ATTORNEY TO EMPLOY AND
COMPENSATE SPECIAL COUNSEL TO ASSIST IN OR TAKE CHARGE OF
DEFENDING CLAIMS BY VJS CONSTRUCTION SERVICES REGARDING
CONCEALED OR UNKNOWN CONDITIONS AT 1906 SOUTH 53RD STREET**

WHEREAS, VJS Construction Services has filed three claims for concealed or unknown conditions at 1906 South 53rd Street in relation to the construction of the City's new public works facility; and

WHEREAS, VJS has filed a lawsuit against the City and two other parties under Milwaukee County Case No. 2025-CV-8353; and

WHEREAS, it would be most prudent to hire outside counsel to handle this matter given the combined value of the claims, specialized legal issues, and time necessary to properly defend the type of claims submitted; and

WHEREAS, Wis. Stat. 62.09(12)(g) says the council may employ and compensate special counsel to assist in or take charge of any matter in which the city is interested;

NOW THEREFORE, be it resolved by the Common Council of the City Of West Allis, in the State of Wisconsin, that the city attorney may employ the law firm of Godfrey & Kahn to assist in or take charge of the defense of the lawsuit filed by VJS Construction Services under Milwaukee County Case No. 25-CV-8353 and any related legal actions or matters. BE IT FURTHER RESOLVED that up to \$100,000.00 is authorized to be spent for this purpose from Account No. 354-6052-533.31-02 with project number NEWDPW.

SECTION 1: **ADOPTION** “R-2025-2971” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-2971(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-3808**

**RESOLUTION GRANTING A PRIVILEGE TO GG 003 LLC FOR PROPERTY
LOCATED AT 7020 W. NATIONAL AVE (TAX KEY NO. 453-9001-000)**

WHEREAS, GG 003 LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstructions listed on the application (PRV-72) located at 7020 W. National Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

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

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured and that secures the performance of the conditions specified in this privilege; and

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

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

WHEREAS, the cost to remove an obstruction may be collected from GG 003 LLC by placing the cost upon the owned property as a special tax; and

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

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to GG 003 LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7020 W. National Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-3808" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3808(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-3811**

**RESOLUTION GRANTING A PRIVILEGE TO ABC MANAGEMENT INC FOR
PROPERTY LOCATED AT 7232-36 W. GREENFIELD AVE. (TAX KEY NO. 440-
0346-000)**

WHEREAS, ABC Management Inc requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstructions listed on the application (PRV-87) located at 7232-36 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City, and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

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

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured and that secures the performance of the conditions specified in this privilege; and

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

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

WHEREAS, the cost to remove an obstruction may be collected from ABC Management Inc by placing the cost upon the owned property as a special tax; and

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

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to ABC Management Inc a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7232-36 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-3811” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3811(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-3814**

**RESOLUTION GRANTING A PRIVILEGE TO AMY ELIZABETH THOMPSON
FOR PROPERTY LOCATED AT 5630 W. LINCOLN AVE. (TAX KEY NO. 474-0464-
000)**

WHEREAS, Amy Elizabeth Thompson requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstructions listed on the application (PRV-92) located at 5630 W. Lincoln Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City, and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

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

WHEREAS, the City requires the Applicant file a bond of \$0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

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

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

WHEREAS, the cost to remove an obstruction may be collected from Amy Elizabeth Thompson by placing the cost upon the owned property as a special tax; and

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

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Amy Elizabeth Thompson a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 5630 W. Lincoln Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2025-3814” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3814(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-3958**

**RESOLUTION TO AUTHORIZE THE SINGLE SOURCE PROPOSAL OF R.N.O.W.,
INC. FOR FURNISHING AND DELIVERING ONE 2025 SUPER PRODUCTS MUD
DOG 1200 VACUUM HYDRO-EXCAVATION TRUCK FOR A TOTAL SUM OF
\$618,002**

WHEREAS, Public Works has a need to replace a 20-year old Vacuum Excavator Truck (#1498) that has exceeded its service life. The Super Products Mud Dog is the only manufacturer whose debris body features an internal push out plate which is used in our dewatering process to drain off water prior to the debris getting dumped; and,

WHEREAS, item #67 in the 2025 approved budget includes \$600,000 for a Vacuum Truck; and,

WHEREAS, \$18,002 in additional cash is available to cover the budget overage; and

WHEREAS, the Fleet Services Division of the Department of Public Works has determined that this contract meets all desired specifications, and that the proposal received is reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of R.N.O.W., Inc. be accepted.

NOW THEREFORE, Be It Resolved by the Mayor and Common Council of the City of West Allis that the proposal dated September 26, 2025 by R.N.O.W., Inc. for the total sum of \$618,002 be and is hereby accepted.

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 of \$618,002, is hereby authorized. Funding for this purchase has been budgeted and is available in the Capital Improvement Program Budget. This purchase will be charged as follows: \$309,001 to account number 501-2901-537.70-02, and \$309,001 to account number 540-1801-538.70-02.

Be It Further Resolved that the Finance Department be and is hereby authorized to enter into a contract for the aforesaid equipment.

SECTION 1: **ADOPTION** “R-2025-3958” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3958(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

QUOTATION

Quote Number: 2025-12250
 Quote Date: Sep 26, 2025
 Page: 1



Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
 CITY OF WEST ALLIS
 PURCHASING DIVISION
 7525 WEST GREENFIELD AVENUE
 WEST ALLIS, WI 53214
 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-302-8889

Customer ID	Good Thru	Payment Terms	Sales Rep
WEST ALLIS	10/26/25	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	 FREIGHTLINER CHASSIS	TRUCK CHASSIS 2025 Freightliner FL114SD Truck Chassis - Cummins X12 430HP - Allison 4500 RDS	162,780.00	162,780.00
1.00	 SP MD - MUD DOG	HYDRO-EXCAVATOR Super Products Mud Dog Hydro-Excavation Body - Model 1200 - 1 year parts and labor warranty on body - Model 1200 comes standard fully equipped with Hydro-X package including tubes, clamps, 8"-6" reducer, hydro-X gun, lances and Ripsaw hydro-X gun spray tip. - Includes all standard equipment and features as listed on supplemental pages attached. PLUS THE FOLLOW OPTIONS ADDED	455,052.50	455,052.50

Thank you for the opportunity to quote

SUBMITTED BY 
 Steven D. Krall
 President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Quote Number: 2025-12250
 Quote Date: Sep 26, 2025
 Page: 2

Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
CITY OF WEST ALLIS PURCHASING DIVISION 7525 WEST GREENFIELD AVENUE WEST ALLIS, WI 53214 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-302-8889

Customer ID	Good Thru	Payment Terms	Sales Rep
WEST ALLIS	10/26/25	DUE ON DELIVERY	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	TITLE FEE	- Charging Cradle for Handheld Remote - Auto Transmission PTO Upgrade - Additional Remote Control Added TITLE FEES Wisconsin Title and Registration	169.50	169.50



Thank you for the opportunity to quote

SUBMITTED BY _____
Steven D. Krall
President

Subtotal	618,002.00
Sales Tax	
Freight	
TOTAL	618,002.00

Super Products Mud Dog 1200 Standard Features and Added Options:

Debris Body

- Debris Capacity: 12 yard
- Unloading: Eject, the industry's safest and most efficient removal of debris
- Internal body flush-out system
- 2' body lift for easy cleanout

Vacuum System

- 5800 cfm / 28" hg

Water System

- Water Capacity: 1500 gallons
- Water Pump: 18 gpm at 3000 psi
- 612,000 btu/hr Heater
- Heated exterior water lines
- Anti-freeze system

Boom System

- Telescoping Boom
- 8" Diameter, 19' - 27' reach, 335° rotation, pivots 22° down

Dog House

- All weather, walk-in, aluminum cabinet
- Heated with dual 65,000 btu/hr heaters
- Durable; polyurethane coating inside

Dimensions

- Length: 37' 1" (approximate)
- Height: 13' 2" (approximate)

Safety

- Backup Camera
- Body up Alarm
- Boom up Alarm
- Debris Body Safety Prop
- Emergency Stop Switch
- Safety Cone Rack
- Tailgate Alarm
- Tailgate Safety Props

Vacuum System

- Industrial Tapered Cyclone
- Pleated Final Filter
- Positive Displacement Blower
- 8" Diameter Tubing throughout (prevents clogs)
- Vacuum Pump Hour Meter

-

Water System

- Air Purge
- Curbside Water Fill
- 100' of 1/2" Hose Reel
- Water PSI Gauge
- Water Tank; rotationally molded, non-cross linked, polyethylene, recyclable
- Cold Weather Package: 400,000 btu/hr water heater, heated exterior water lines, anti freeze system, heated water pump cabinet (removable)

-

Debris Body

- Industrial Powder Coat Finish
- 14" Stainless Steel Float Ball

Boom System

- Remote Greasing System

Operator Controls

- Wireless Remote Operates Boom Functions, Vent Door, E-stop Switch, Vacuum Speed, Heater, Water Pump, Dump Controls, and Water Flow.

-

Tailgate

- Hydraulic Powered, Full Diameter, Full Opening Flat Rear Tailgate
- Aluminum Splash Shield

-

Additional Features / added options

- Toolboxes
- Light Package: Front Strobe, Arrow Board, Directional Signals, Dual Boom Lights, Boom Cradle Light, Exterior Cabinet Light
- Single Engine Design.
- Additional Wireless Remote
- Charging cradle for hand remote.

City of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-4033**

RESOLUTION APPROVING A CONTRACT WITH CROWLEY CONSTRUCTION CORPORATION TO INSTALL RAILROAD CROSSING PAVEMENT MARKING ON S. 57TH ST. FOR AN AMOUNT NOT TO EXCEED \$15,000

WHEREAS, the Office of Commissioner of Railroads (OCR) notified the City on September 12, 2025, that the Union Pacific Railroad crossing at S. 57th St. does not comply with the railroad safety standards; and,

WHEREAS, in order to comply with the railroad safety standards, the City must install advance warning signs along Mobile St. within 30-days and install railroad symbols and centerline pavement marking on S. 57th St. within 60-days; and,

WHEREAS, a work order has been submitted to DPW Building & Sign to order and install the advance warning signs along Mobile St.; and,

WHEREAS, given the staffing and workload at DPW, the Engineering Department solicited quotes from multiple firms to complete the pavement marking on S. 57th St.; and,

WHEREAS, the pavement marking quotes received were reasonable; the Engineering Department hereby recommends and deems it to be in the best interests of the City of West Allis that the quote of Crowley Construction Corporation be accepted; and,

WHEREAS, DPW staff is recommending approval to utilize available 2025 DPW Building and Signs funds in account number 100-4101-533.32-04 to pay for the pavement marking installation; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated September 19, 2025, submitted by Crowley Construction Corporation to install railroad crossing pavement marking for an amount not to exceed \$15,000 be and is hereby accepted.

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

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from Crowley Construction Corporation 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-2025-4033” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-4033(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



OFFICE OF THE
COMMISSIONER OF RAILROADS
STATE OF WISCONSIN

DON VRUWINK, COMMISSIONER

4822 Madison Yards Way
Suite 633
P.O. Box 7854
Madison, WI 53705-7854
Tel: (608) 261-8221
Fax: (608) 261-8220
ocr@wisconsin.gov
<http://ocr.wi.gov>

September 12, 2025

Traci Gengler
Principal Engineer
City of West Allis
7525 W. Greenfield Ave
West Allis, WI 53214
Tgengler@WestAlliswi.gov

Engineer Gengler,

On September 2, 2025, an investigator from the Office of the Commissioner of Railroads (Office) completed an inspection at the Union Pacific Railroad Company crossing of South 57th Street (Crossing No. 177235B) in the City of West Allis, Milwaukee County. The Office is the state agency responsible for making determinations of the adequacy of warning devices at railroad crossings. It was the investigator's finding that the pavement markings and stop lines are missing from both the northbound and southbound traffic lanes. The stretch of railroad tracks between S. 60th Street and W. Electric Avenue are flanked by two roads that are both named W. Mobile Street. Both the northern W. Mobile Street and the southern W. Mobile Street are missing the parallel Advance Warning Signs (AWS) for both the eastbound and westbound traffic lanes. Photos attached.

Manual on Uniform Traffic Control Devices (MUTCD) Section 8B.06 Grade Crossing Advance Warning Signs (W10 Series), paragraph 5 states, "If the distance between the tracks and a parallel highway, from the nearest rail of the tracks to the edge of the parallel roadway, is less than 100 feet, a W10-2, W10-3, or W10-4 sign (see Figure 8B-4) shall be installed on each approach of the parallel highway to warn road users making a turn that they will encounter a grade crossing soon after making a turn."

Sign placement for W10-2, W10-3, or W10-4, shall be placed in accordance with Table 2C-4 - Guidelines for Advance Placement of Warning Signs located in the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), using the speed of through traffic and measured from the highway intersection.

The Manual on Uniform Traffic Control Devices (MUTCD) Section 8C.02 Grade Crossing Pavement Markings states grade crossing pavement markings shall be placed in each approach lane on all paved approaches to grade crossings where signals are located. Pavement markings shall consist of an X, the letters RR, a no passing zone marking (on two-lane highways with center line markings), and transverse lines retroreflectorized white. See Figure 8C-2. Grade Crossing Pavement Markings.

MUTCD Section 8C.03, Stop and Yield Lines paragraphs 1 & 4 states stop lines shall be used to indicate the point behind which vehicles are required to stop in compliance with a traffic control signal. Office practice requires the installation of stop lines on paved roadways at railroad crossings.

The City should conduct an inventory of railroad crossings under its jurisdiction and verify that each one complies with the specified railroad safety standards.

Please install the parallel AWS per WMUTCD guidelines within 30 days and send a confirmation email to ocr@wisconsin.gov when the work has been completed.

Please have the pavement markings and stop lines installed per WMUTCD guidelines within 60 days and send a confirmation email to ocr@wisconsin.gov when the work has been completed

Sincerely,

Tyrel Viner

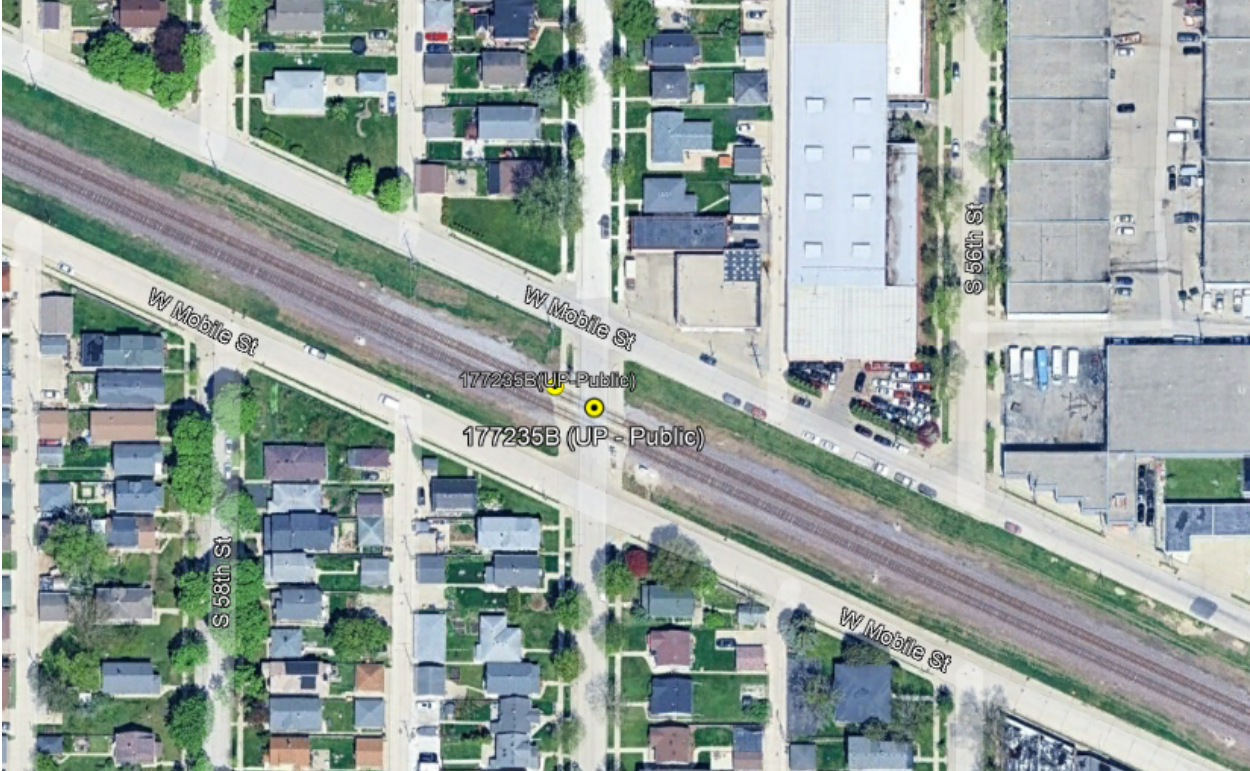
Tyrel Viner
Rail Safety Inspector

Attachments

Missing pavement markings and stop lines



The layout of W. Mobile Street in relation to the railroad crossing of S. 57th Street



The parallel AWS is missing from the westbound lane of the southern W. Mobile Street



Parallel AWS missing from the eastbound lane of the southern W. Mobile Street



Parallel AWS missing from the eastbound lane of the northern W. Mobile Street



Parallel AWS missing from the westbound lane of the northern W. Mobile Street



Date: September 19, 2025

Bid Date:

Project No./Name: West Allis
57th Street Railroad Crossings at Mobile St
Grooved Epoxy Markings



An Equal Opportunity Employer
DBE-WBE-SBE Certified
DBE Certified in WI, MN, IL, IA & SD

1353 North 68th Street
Wauwatosa, WI 53213

Phone: 414-257-2141
Fax: 414-647-1464

<u>Line #</u>	<u>Qty</u>	<u>Item</u>	<u>Unit Bid</u>
	2 EA	Grooved Epoxy RxR Crossing including Symbols and Bars	
	1000 LF	Grooved Epoxy 4" Double Yellow Centerline	
	1 LS	Lump sum for grooved epoxy marking	\$14,745.00

PERMANENT MARKINGS WILL NOT HAVE ANY WARRANTY IF DONE OUTSIDE OF MANUFACTURER'S SPECIFICATIONS

Quote is good for 60 Days. If the 60 days have expired and we have not received a subcontract or notice that we have the project with your company, prices are subject to change and are negotiable.

Crowley Construction is not responsible for cleanup of other contractors operations.

All material quoted meets the requirements for Wisconsin Department of Transportation for GROOVED EPOXY.

Justin Crowley-Johnson, Vice President
WBE-DBE-SBE Certified

Total Bid Amount: \$ 14,745.00

**CITY OF WEST ALLIS
RESOLUTION R-2025-4080**

**RESOLUTION TO APPROVE THE PURCHASE OF LATEX PRINTING
EQUIPMENT AND SUPPLIES FOR A TOTAL SUM NOT TO EXCEED \$50,000**

WHEREAS, the Marketing and Engagement Department has identified the need for in-house production capabilities for banners, posters, decals, and signage to support internal and external communication, branding, and operational needs; and,

WHEREAS, item #4 in the 2025 approved CIP budget includes \$50,000 for a latex printer and accessories: and,

WHEREAS, the acquisition of a Wide Format Latex Printer HP L730W for \$30,265.25, Ally Armour G164-HA Laminator for \$5,895.00, Graphtec FC9000-160 Plotter for \$7,956.50, and associated start-up supplies for \$4,569.62 will provide cost-effective, timely, and high-quality production of printed materials; and,

WHEREAS, Grimco, Inc. has provided a comprehensive quote for the required equipment and supplies, which includes State of Wisconsin Contract Pricing # 505ENT-M25-MFDCOPIER-05 for the HP Printer, for a total cost of \$48,785.37; and,

WHEREAS, the Marketing and Engagement Department has determined that this contract meets all desired specifications, and that the proposal received is reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Grimco, Inc. be accepted.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis hereby approves the purchase of a Wide Format Latex Printer, Laminator, Plotter, and start-up supplies from Grimco, Inc. in an amount not to exceed \$50,000, to be charged to CIP Account # 352-8201-517-70.03.

Be it further Resolved that the Finance Department be and is hereby authorized to enter a contract for the aforesaid equipment.

SECTION 1: **ADOPTION** “R-2025-4080” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-4080(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Sold To:

CITY OF WEST ALLIS
(C#:14451991)
ATT: Denise Cleary
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Bill To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Ship To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Created: 10/1/2025

Revision: 10/2/2025,v4

Expires: 10/8/2025

Qty	Part #	Description	Unit Price	Total Price
1	L730W	<p>HP L730W 64" LATEX PRINTER W/WHITE MSRP- \$33,050</p> <p>CONSISTENT QUALITY—Produce high-value applications</p> <ul style="list-style-type: none"> - Deliver stunning prints with uniform colors via precise HP Pixel Control ink mixing and distribution. - Achieve consistent quality across jobs and create color profiles with the HP Embedded Spectrophotometer. - With HP Latex inks, print a wide range of signage and décorjobs, now with automated double-sided printing. - Expand into profitable new applications with the easiest white ink experience, 30% faster in underflood, 3 layers and 5 layers. <p>SIMPLIFIED PRODUCTION—Optimize printing processes</p> <ul style="list-style-type: none"> - Reduce inventory management with universal printheads and the new 50% extended life maintenance cartridge. - Load media quickly and easily with spindle-less front-loading and save media by printing from the leading edge. - Reach production speeds up to 31 m²/hour and avoid waiting times with prints that dry instantly. - Streamline your print workflow with our end-to-end software solution: HP PrintOS Production Hub. 	\$26,595.00	\$26,595.00

LEAD THE WAY—Win with sustainable solutions

- Create a comfortable workspace with odorless prints and UL ECOLOGO®-certified HP Latex Inks.
- Advance your sustainability journey with our unique HP PrintOS Sustainability Amplifier software.
- Reduce plastic waste with returnable supplies via HP Planet Partners —including new maintenance cartridge.
- Stand out in the market with the only EPEAT Climate+ registered printers in the signage industry.

What's in the Box:
 HP Latex 730 W Printer, White ink module, printheads, maintenance cartridge with ink collection unit, additional ink collection unit, printer stand, take-up reel, condensation collector kit, empty cartridge for white ink recirculation, manual purge syringe kit, power cords, user maintenance kit, edge holders, 2-in spindle adaptor, lubrication felts kit, quick reference guide, documentation software, spanner size 17, screwdriver t-25

Printer Dimensions (W x D x H):
 Product 101.7 x 33.6 x 55.2 in
 Shipping 110.2 x 44.5 x 50 in
 Operating area 110 x 82.7 in

Weight
 Product 588.63 lb
 Shipping 810 lb

Includes one-year limited hardware warranty

1	HP-SLOI2000	HP SPONSORED \$2000 LOI PRINTER DISCOUNT	-\$2,000.00	-\$2,000.00
** OFFER EXPIRES: October 31st, 2025 - Order must be paid, placed and order issued to manufacturer by October 31st, 12pm EST to qualify for promo **				
1	HP4UV29A	HP Latex 832 Inks - White	\$164.00	\$164.00
1	HP4UV75A	HP Latex 832 Inks - Black	\$164.00	\$164.00

1	HP4UV76A	HP Latex 832 Inks - Cyan	\$164.00	\$164.00
1	HP4UV77A	HP Latex 832 Inks - Magenta	\$164.00	\$164.00
1	HP4UV78A	HP Latex 832 Inks - Yellow	\$164.00	\$164.00
1	HP4UV79A	HP Latex 832 Inks - Light Cyan	\$164.00	\$164.00
1	HP4UV80A	HP Latex 832 Inks - Light Magenta	\$164.00	\$164.00
1	HP4UV81A	HP Latex 832 Inks - Optimizer	\$164.00	\$164.00
1	HP4UV82A	HP Latex 832 Inks - Overcoat	\$164.00	\$164.00
1	IM3203X-5425	54"X25YD BRITELINE DX GLOSS AIR RELEASE	\$0.00	\$0.00
1	GRIMCOBASICIT	GRIMCO BASIC EQUIPMENT TRAINING	\$295.00	\$295.00
1	FLEXIMUTCD	Flexi Complete - FLEXI MUTCD SOFTWARE DOWNLOAD	\$1,950.00	\$1,950.00
1	FLEXIPC3MAUTH	FLEXI PRINTCUT 3M AUTHORIZED EDITION	\$1,949.25	\$1,949.25

Comments:

Sales Tax not included

Freight quoted is Dock to Dock delivering to commercial addresses. Please get with your sales rep to discuss your particular receiving conditions and receive an accurate quote. Residential Addresses, liftgate service, inside delivery, pallet jack, and special handling will incur additional fees. LTL Carriers may require a forklift or dock high receiving for deliveries.

Note: Printer dimensions exceed the size of liftgate on delivery trailers.

** Printer requires quantity two 220v lines - Power MUST range between 200-240 - Buck Booster (Not included) may be required to bring voltage within these ranges.

- * Price quotations are good for 5 business days and are based on entire quantity/items being purchased at once. Exclusions may apply.
- * Pricing is subject to change without notice due to external factors.
- * All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.
- * Lead times start at date of approval and are subject to change.
- * Prices do not include freight unless otherwise stated. Actual freight costs vary.
- * We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.
- * We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.
- * All sign and blank dimensions are listed WxH.
- * Custom PMS color matching may incur additional charges if outside of Grimco standard colors.
- * Orders below \$150 may be subject to a \$15 shipping charge.

Sub Total	\$30,265.25
Shipping & Handling	\$99.00
Miscellaneous	\$0.00
Estimated Sales Tax	\$0.00
Total	\$30,364.25



AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT AND SERVICES

This Agreement for Purchase and Sale of Equipment and Services ("Agreement") is entered into this ____ day of _____, 20____, between Grimco, Inc. ("Grimco"), located at 11745 Sappington Barracks Road, St. Louis, MO, 63127, and _____ ("Customer"), located at _____.

Grimco agrees to sell, and Customer agrees to purchase, the equipment, systems and/or software described in the attached quote number _____ ("Quote"). **This Agreement includes this document, the Quote, the Equipment Payment Options, and the Site and Post Warranty Contact Information.** The Equipment Payment Options and Site and Post Warranty Contact Information must be completed by Customer. This Agreement cannot be cancelled after it is signed by Customer, and the equipment, systems, and software cannot be returned at any time. Additional terms and conditions are as follows:

1. **Pricing:** The pricing contained in the Quote is valid only until the date listed on the Quote.
2. **Taxes:** Customer agrees to pay all sales taxes in accordance with state and local laws.
3. **Payment Terms and Conditions for Delivery Only:** For purchases of equipment, systems, and/or software delivered but not installed by Grimco, Customer agrees to pay the price indicated on the Quote in full prior to shipment. Customer may make payment by check, ACH, wire transfer, or credit card.
4. **Payment Terms and Conditions for Installed Equipment:** For purchases of equipment, systems, and/or software to be installed by Grimco, Customer shall select one of the following payment options. Payments from Customer directly to Grimco may be made by check, ACH, wire transfer, or credit card.

Option Customer shall pay 90% of the price indicated on the Quote upon ordering and signing of this Agreement. Grimco will not process the order until the 90% payment is received. Customer agrees to pay the remaining 10% upon installation, but if installation is not completed within 30 days of delivery, Grimco may bill the Customer the remaining 10% with payment due upon receipt.

Option Customer shall obtain financing from a Grimco-approved lender. The lender shall provide Grimco with a signed contract showing completed financing for 100% of the purchase price shown in the Quote. Grimco will not process the order until the signed contract has been received. If Customer obtains partial financing, Customer shall pay upfront the difference between the contracted financing amount and the purchase price shown on the Quote before Grimco will process the order.

5. **No Modifications:** This Agreement is restricted to the original terms contained herein, and no terms may be added or modified unless expressly approved in writing by an authorized Grimco representative.
6. **Delivery:** Delivery dates are estimates only and are subject to Grimco supplier lead times. Grimco is not responsible for delay or failure of delivery due to issues with the manufacturer, supplier, or shipping company.
7. **Representations:** Customer acknowledges that they understand and accept the manufacturer's product specifications in all regards including, but not limited to, print speed, print resolution, and acceptable materials. Customer acknowledges they are relying only on the manufacturer's written specifications to make the purchase decision and no other representations, in any form.
8. **Warranty:** Customer hereby acknowledges that Grimco does not supply a warranty of any kind, express or implied, for the equipment, software, ink, or media being purchased. Any warranty is between the manufacturer and Customer.
9. **Liability:** Grimco is not liable for any injury, loss, damage, claim, or ink and media expense arising from the setup, use, or inability to use the proposed equipment, software, or services covered by this Agreement. Customer acknowledges that Grimco is not liable for any indirect, incidental, punitive, or other damages arising from, or in relation to, the equipment, software, ink, media, or services purchased from Grimco. Grimco is not liable for any injury, loss, or damage during the assembly and setup of equipment.
10. **Preparation and Delivery:** Preparation of the installation site is at Customer's expense and must adhere to the manufacturer's guidelines and requirements, such as a clean, air-conditioned, humidity-controlled environment with proper electrical setup. Grimco and our suppliers are not responsible for equipment or systems problems resulting from failure to follow these guidelines. Required electrical work and receptacles and unloading of equipment must be performed prior to scheduling installation and training. Delivery will be handled according to Customer instructions shown in the Site and Post Warranty Contact Information section of this Agreement. Any delivery services added, changed, or not specifically included are at Customer's sole responsibility and expense. Customer is solely responsible for delivery and unloading, including any need for a forklift, added labor, building modifications, or any other condition to get the equipment into the building.
11. **Installation and Acceptance of Equipment/Systems:** No live production may take place at time of installation and training. Customer agrees to make employees available for training at scheduled dates and times. Failure to do so could result in additional fees for setup. Upon completion of scheduled installation and training, Customer agrees to sign a Certificate of Installation and Acceptance, thereby accepting all equipment and training provided.
12. **Returns:** Customer may not return equipment, systems, or software at any time. Grimco does not permit returns of equipment, systems, or software for any reason.
13. **Limited Parts Warranty:** Grimco does not provide any warranty, express or implied. The manufacturer's parts warranty period on equipment begins at the date of purchase with a duration set by the manufacturer. Customer acknowledges that neither Grimco nor the manufacturer is under any obligation to provide warranty service or support for claims resulting from equipment or systems being moved from their original installed location, or for damages or service required as a result of using any third-party product.

Grimco, Inc. Authorized Signature

Customer Authorized Signature

Print Name

Print Name

Date

Date

EQUIPMENT PAYMENT OPTIONS

- 100% deposit required for plotters, laminators, substrate cutters, software and all other accessories, services.
- 100% deposit required for printers, routers, and flatbed cutters with installations under \$15,000.
- 90% deposit required for printers, routers, and flatbed cutters with installations over \$15,000 remaining 10% due at training.

OPTION #1

CREDIT CARD:

Call in your credit card for payment to your sales rep or Grimco Accounting 800-542-9941.

-OR- Fax the Authorization for Payment form with CC information. Grimco Accounting Fax 636-305-7398

- A Grimco representative will follow up after the installation (if applicable) to collect balance.
- Please do not e-mail credit card information, for your protection.

OPTION #2:

ELECTRONIC CHECK/ACH:

Fax the Authorization for Payment form with check information. Grimco accounting fax: 636-305-7398

- If this option is chosen do not mail into lockbox

OPTION #3

FINANCING: Completed funding with a Grimco approved financing company

Finance Company: _____ PO#: _____ Financed Amount: _____

* If you are not financing the entire amount, the remaining deposit is due before order is released.

SITE & POST WARRANTY CONTACT INFORMATION

DELIVERY & INSTALL:

CONTACT NAME: _____

PHONE #: _____

EMAIL: _____

DELIVERY ADRS: _____

RECEIVING HOURS/DAYS: _____

POST WARRANTY

CONTACT NAME: _____

EMAIL: _____

PHONE: _____

Mark all that apply:

ADDRESS TYPE: _____ Commercial ___ Residential ___ (Add. Fees Apply)

CONDITIONS: Dock high access? ___ Receiving Bay Door? ___ Forklift available? ___

ADDITIONAL SHIP REQUIREMENTS: Liftgate needed ___ (+FEES APPLY) Delivery appt needed? ___

- Customer is responsible for all shipping charges incurred if the items ordered are not deliverable. This includes initial delivery attempt, and/or re-delivery charges, storage fees, or return shipping.

Note regarding liftgate service: (Non-refundable fee)

- Many equipment dimensions exceed the size of the liftgate on delivery trailers. Liftgate service is available, however the freight carrier may require Customer to have a forklift or riggers on-site to complete delivery.

Inspect shipment prior to accepting delivery.

- Any damage that occurs after the shipment is delivered is the responsibility of the Customer. If any damage is suspected, note the details on the carrier's Proof of Delivery (POD) or Delivery receipt before the truck driver leaves. Take pictures of any damage to the crate or packaging materials.

Please arrange payment for your equipment purchase when submitting the signed contract.

Signature _____

Printed Name _____

Date: _____



Sold To:

CITY OF WEST ALLIS
(C#:14451991)
ATT: Denise Cleary
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Bill To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Ship To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Created: 10/1/2025

Revision: 10/2/2025,v4

Expires: 10/8/2025

Qty	Part #	Description	Unit Price	Total Price
1	ARMOUR-G164-HA	Ally Armour G164-HA Laminator Compressor is included	\$5,395.00	\$5,395.00

Comments:

Sales tax is applicable without exemption certificate

*INSTALLATION NOT INCLUDED

Freight terms: Residential Addresses, inside delivery, pallet jack and special handling will incur additional fees.

- * Price quotations are good for 5 business days and are based on entire quantity/items being purchased at once. Exclusions may apply.
- * Pricing is subject to change without notice due to external factors.
- * All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.
- * Lead times start at date of approval and are subject to change.
- * Prices do not include freight unless otherwise stated. Actual freight costs vary.
- * We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.
- * We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.
- * All sign and blank dimensions are listed WxH.
- * Custom PMS color matching may incur additional charges if outside of Grimco standard colors.
- * Orders below \$150 may be subject to a \$15 shipping charge.

Sub Total	\$5,395.00
Shipping & Handling	\$500.00
Miscellaneous	\$0.00
Estimated Sales Tax	\$0.00
Total	\$5,895.00

EQUIPMENT PAYMENT OPTIONS

- 100% deposit required for plotters, laminators, substrate cutters, software and all other accessories, services.
- 100% deposit required for printers, routers, and flatbed cutters with installations under \$15,000.
- 90% deposit required for printers, routers, and flatbed cutters with installations over \$15,000 remaining 10% due at training.

OPTION #1

CREDIT CARD: (Limited to \$25,000 per agreement)

Call in your credit card for payment to your sales rep or Grimco Accounting 800-542-9941.

-OR- Fax the Authorization for Payment form with CC information. Grimco Accounting Fax 636-305-7398

- A Grimco representative will follow up after the installation (if applicable) to collect balance.
- Please do not e-mail credit card information, for your protection.

OPTION #2:

ELECTRONIC CHECK/ACH:

Fax the Authorization for Payment form with check information. Grimco accounting fax: 636-305-7398

- If this option is chosen do not mail into lockbox

OPTION #3

FINANCING: Completed funding with a Grimco approved financing company

Finance Company: _____ PO#: _____ Financed Amount: _____

* If you are not financing the entire amount, the remaining deposit is due before order is released.

SITE & POST WARRANTY CONTACT INFORMATION

DELIVERY & INSTALL:

CONTACT NAME: _____

PHONE #: _____

EMAIL: _____

DELIVERY ADRS: _____

RECEIVING HOURS/DAYS: _____

POST WARRANTY

CONTACT NAME: _____

EMAIL: _____

PHONE: _____

Mark all that apply:

ADDRESS TYPE: _____ (+FEES APPLY) Limited Access ex: Military, School, Small parking _____ (+FEES APPLY)

SITE CONDITIONS: Dock high access? _____ Receiving Bay Door? _____ Forklift available? _____

ADDITIONAL SHIP REQUIREMENTS: Liftgate needed? _____ (+FEES APPLY) Delivery appt needed? _____

Inside Delivery/White Glove needed? _____ (+FEES APPLY) Quote Required

- Customer is responsible for all shipping charges incurred if the items ordered are not deliverable. This includes initial delivery attempt, and/or re-delivery charges, storage fees, or return shipping.

Note regarding liftgate service: (Non-refundable fee)

- Many equipment dimensions exceed the size of the liftgate on delivery trailers. Liftgate service is available, however the freight carrier may require Customer to have a forklift or riggers on-site to complete delivery.

Inspect shipment prior to accepting delivery.

- Any damage that occurs after the shipment is delivered is the responsibility of the Customer. If any damage is suspected, note the details on the carrier's Proof of Delivery (POD) or Delivery receipt before the truck driver leaves. Take pictures of any damage to the crate or packaging materials.

Please arrange payment for your equipment purchase when submitting the signed contract.

Signature _____

Printed Name _____

Date: _____



AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT AND SERVICES

This Agreement for Purchase and Sale of Equipment and Services ("Agreement") is entered into this ____ day of _____, 20____, between Grimco, Inc. ("Grimco"), located at 11745 Sappington Barracks Road, St. Louis, MO, 63127, and _____ ("Customer"), located at _____.

Grimco agrees to sell, and Customer agrees to purchase, the equipment, systems and/or software described in the attached quote number _____ ("Quote"). **This Agreement includes this document, the Quote, the Equipment Payment Options, and the Site and Post Warranty Contact Information.** The Equipment Payment Options and Site and Post Warranty Contact Information must be completed by Customer. This Agreement cannot be cancelled after it is signed by Customer, and the equipment, systems, and software cannot be returned at any time. Additional terms and conditions are as follows:

1. **Pricing:** The pricing contained in the Quote is valid only until the date listed on the Quote.
2. **Taxes:** Customer agrees to pay all sales taxes in accordance with state and local laws.
3. **Payment Terms and Conditions for Delivery Only:** For purchases of equipment, systems, and/or software delivered but not installed by Grimco, Customer agrees to pay the price indicated on the Quote in full prior to shipment. Customer may make payment by check, ACH, wire transfer, or credit card. Credit card payments are limited to \$25,000 per Agreement.
4. **Payment Terms and Conditions for Installed Equipment:** For purchases of equipment, systems, and/or software to be installed by Grimco, Customer shall select one of the following payment options. Payments from Customer directly to Grimco may be made by check, ACH, wire transfer, or credit card. Credit card payments are limited to \$25,000 per Agreement.

Option 1 – Customer shall pay 90% of the price indicated on the Quote upon ordering and signing of this Agreement. Grimco will not process the order until the 90% payment is received. Customer agrees to pay the remaining 10% upon installation, but if installation is not completed within 30 days of delivery, Grimco may bill the Customer the remaining 10% with payment due upon receipt.

Option 2 – Customer shall obtain financing from a Grimco-approved lender. The lender shall provide Grimco with a signed contract showing completed financing for 100% of the purchase price shown in the Quote. Grimco will not process the order until the signed contract has been received. If Customer obtains partial financing, Customer shall pay upfront the difference between the contracted financing amount and the purchase price shown on the Quote before Grimco will process the order.

5. **No Modifications:** This Agreement is restricted to the original terms contained herein, and no terms may be added or modified unless expressly approved in writing by an authorized Grimco representative.
6. **Delivery:** Delivery dates are estimates only and are subject to Grimco supplier lead times. Grimco is not responsible for delay or failure of delivery due to issues with the manufacturer, supplier, or shipping company.
7. **Representations:** Customer acknowledges that they understand and accept the manufacturer's product specifications in all regards including, but not limited to, print speed, print resolution, and acceptable materials. Customer acknowledges they are relying only on the manufacturer's written specifications to make the purchase decision and no other representations, in any form.
8. **Warranty:** Customer hereby acknowledges that Grimco does not supply a warranty of any kind, express or implied, for the equipment, software, ink, or media being purchased. Any warranty is between the manufacturer and Customer.
9. **Liability:** Grimco is not liable for any injury, loss, damage, claim, or ink and media expense arising from the setup, use, or inability to use the proposed equipment, software, or services covered by this Agreement. Customer acknowledges that Grimco is not liable for any indirect, incidental, punitive, or other damages arising from, or in relation to, the equipment, software, ink, media, or services purchased from Grimco. Grimco is not liable for any injury, loss, or damage during the assembly and setup of equipment.
10. **Preparation and Delivery:** Preparation of the installation site is at Customer's expense and must adhere to the manufacturer's guidelines and requirements, such as a clean, air-conditioned, humidity-controlled environment with proper electrical setup. Grimco and our suppliers are not responsible for equipment or systems problems resulting from failure to follow these guidelines. Required electrical work and receptacles and unloading of equipment must be performed prior to scheduling installation and training. Delivery will be handled according to Customer instructions shown in the Site and Post Warranty Contact Information section of this Agreement. Any delivery services added, changed, or not specifically included are at Customer's sole responsibility and expense. Customer is solely responsible for delivery and unloading, including any need for a forklift, added labor, building modifications, or any other condition to get the equipment into the building.
11. **Installation and Acceptance of Equipment/Systems:** No live production may take place at time of installation and training. Customer agrees to make employees available for training at scheduled dates and times. Failure to do so could result in additional fees for setup. Upon completion of scheduled installation and training, Customer agrees to sign a Certificate of Installation and Acceptance, thereby accepting all equipment and training provided.
12. **Returns:** Customer may not return equipment, systems, or software at any time. Grimco does not permit returns of equipment, systems, or software for any reason.
13. **Limited Parts Warranty:** Grimco does not provide any warranty, express or implied. The manufacturer's parts warranty period on equipment begins at the date of purchase with a duration set by the manufacturer. Customer acknowledges that neither Grimco nor the manufacturer is under any obligation to provide warranty service or support for claims resulting from equipment or systems being moved from their original installed location, or for damages or service required as a result of using any third-party product.

Grimco, Inc. Authorized Signature

Print Name

Date

Customer Authorized Signature

Print Name

Date



Sold To:

CITY OF WEST ALLIS
 (C#:14451991)
 ATT: Denise Cleary
 7525 W GREENFIELD AVE
 WEST ALLIS, WI 53214-4688 US
 (414) 302-8355

Bill To:

CITY OF WEST ALLIS
 (C#:14451991)
 ATT:
 7525 W GREENFIELD AVE
 WEST ALLIS, WI 53214-4688 US
 (414) 302-8355

Ship To:

CITY OF WEST ALLIS
 (C#:14451991)
 ATT:
 7525 W GREENFIELD AVE
 WEST ALLIS, WI 53214-4688 US
 (414) 302-8355

Created: 10/1/2025

Revision: 10/2/2025,v4

Expires: 10/8/2025

Qty	Part #	Description	Unit Price	Total Price
1	FC9000-160	<p>Graphtec FC9000-160 64" Plotter with Ethernet Kit MSRP \$7,495.00</p> <p>The FC9000 series high-performance cutting plotter is an industry leader for sign makers, graphic artists, automotive aftermarket professionals, countertop installers and other related users. The FC9000 series features a 58.46" maximum cutting speed, 1543" maximum acceleration, and 20 to 600g selectable cutting forces, allowing users to process diamond grade, high-intensity reflective film, sandblast resist rubber, automotive window & paint protection films, self-adhesive vinyl, Amberlith™ and Rubylith™, and more. The FC9000 has added features 3 inch wide user-friendly LCD control Panel, a Dual configuration function (two-user set and save customized conditions), included Ethernet capability (run multiple machines from one location), and an option for additional push rollers with 3 tension settings and the new 8th Generation ARMS system (automatically detects registration marks with color variants). 3 Year Manufacturer's parts and labor warranty*.</p> <p>Comments: Equipment must be registered to validate warranty. Warranty card located in plotter box.</p>	\$7,195.00	\$7,195.00
1	CB15UA-K30-2	Graphtec Plotter Blades - CB15U-K30 - 2 Pack (Optional accessory)*Used for Reflective Cutting	\$171.50	\$171.50

1	PHP33-CB15N-HS	Graphtec Blade Holder for CB15 Blades - (Optional Accessory) * Used for Reflective Cutting	\$105.00	\$105.00
1	AKZ-KIT	GRAPHTEC AKZ KIT FOR FC86/FC90/CE60 (Optional accessory) Aids in the removal of static, great for use with Tint films and Vinyl with Synthetic liners	\$160.00	\$160.00

Comments:

Sales Tax not included

Freight quoted is Dock to Dock delivering to commercial addresses. Please get with your sales rep to discuss your particular receiving conditions and receive an accurate quote. Residential Addresses, liftgate service, inside delivery, pallet jack, and special handling will incur additional fees. LTL Carriers may require a forklift or dock high receiving for deliveries.

If you need delivery appointment or Liftgate, additional charges will apply.
 Delivery Appt. Add \$25.00
 Liftgate Add \$50.00

- * Price quotations are good for 5 business days and are based on entire quantity/items being purchased at once. Exclusions may apply.
- * Pricing is subject to change without notice due to external factors.
- * All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.
- * Lead times start at date of approval and are subject to change.
- * Prices do not include freight unless otherwise stated. Actual freight costs vary.
- * We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.
- * We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.
- * All sign and blank dimensions are listed WxH.
- * Custom PMS color matching may incur additional charges if outside of Grimco standard colors.
- * Orders below \$150 may be subject to a \$15 shipping charge.

Sub Total	\$7,631.50
Shipping & Handling	\$325.00
Miscellaneous	\$0.00
Estimated Sales Tax	\$0.00
Total	\$7,956.50



AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT AND SERVICES

This Agreement for Purchase and Sale of Equipment and Services ("Agreement") is entered into this ____ day of _____, 20____, between Grimco, Inc. ("Grimco"), located at 11745 Sappington Barracks Road, St. Louis, MO, 63127, and _____ ("Customer"), located at _____.

Grimco agrees to sell, and Customer agrees to purchase, the equipment, systems and/or software described in the attached quote number _____ ("Quote"). **This Agreement includes this document, the Quote, the Equipment Payment Options, and the Site and Post Warranty Contact Information.** The Equipment Payment Options and Site and Post Warranty Contact Information must be completed by Customer. This Agreement cannot be cancelled after it is signed by Customer, and the equipment, systems, and software cannot be returned at any time. Additional terms and conditions are as follows:

1. **Pricing:** The pricing contained in the Quote is valid only until the date listed on the Quote.
2. **Taxes:** Customer agrees to pay all sales taxes in accordance with state and local laws.
3. **Payment Terms and Conditions for Delivery Only:** For purchases of equipment, systems, and/or software delivered but not installed by Grimco, Customer agrees to pay the price indicated on the Quote in full prior to shipment. Customer may make payment by check, ACH, wire transfer, or credit card.
4. **Payment Terms and Conditions for Installed Equipment:** For purchases of equipment, systems, and/or software to be installed by Grimco, Customer shall select one of the following payment options. Payments from Customer directly to Grimco may be made by check, ACH, wire transfer, or credit card.

Option Customer shall pay 90% of the price indicated on the Quote upon ordering and signing of this Agreement. Grimco will not process the order until the 90% payment is received. Customer agrees to pay the remaining 10% upon installation, but if installation is not completed within 30 days of delivery, Grimco may bill the Customer the remaining 10% with payment due upon receipt.

Option Customer shall obtain financing from a Grimco-approved lender. The lender shall provide Grimco with a signed contract showing completed financing for 100% of the purchase price shown in the Quote. Grimco will not process the order until the signed contract has been received. If Customer obtains partial financing, Customer shall pay upfront the difference between the contracted financing amount and the purchase price shown on the Quote before Grimco will process the order.

5. **No Modifications:** This Agreement is restricted to the original terms contained herein, and no terms may be added or modified unless expressly approved in writing by an authorized Grimco representative.
6. **Delivery:** Delivery dates are estimates only and are subject to Grimco supplier lead times. Grimco is not responsible for delay or failure of delivery due to issues with the manufacturer, supplier, or shipping company.
7. **Representations:** Customer acknowledges that they understand and accept the manufacturer's product specifications in all regards including, but not limited to, print speed, print resolution, and acceptable materials. Customer acknowledges they are relying only on the manufacturer's written specifications to make the purchase decision and no other representations, in any form.
8. **Warranty:** Customer hereby acknowledges that Grimco does not supply a warranty of any kind, express or implied, for the equipment, software, ink, or media being purchased. Any warranty is between the manufacturer and Customer.
9. **Liability:** Grimco is not liable for any injury, loss, damage, claim, or ink and media expense arising from the setup, use, or inability to use the proposed equipment, software, or services covered by this Agreement. Customer acknowledges that Grimco is not liable for any indirect, incidental, punitive, or other damages arising from, or in relation to, the equipment, software, ink, media, or services purchased from Grimco. Grimco is not liable for any injury, loss, or damage during the assembly and setup of equipment.
10. **Preparation and Delivery:** Preparation of the installation site is at Customer's expense and must adhere to the manufacturer's guidelines and requirements, such as a clean, air-conditioned, humidity-controlled environment with proper electrical setup. Grimco and our suppliers are not responsible for equipment or systems problems resulting from failure to follow these guidelines. Required electrical work and receptacles and unloading of equipment must be performed prior to scheduling installation and training. Delivery will be handled according to Customer instructions shown in the Site and Post Warranty Contact Information section of this Agreement. Any delivery services added, changed, or not specifically included are at Customer's sole responsibility and expense. Customer is solely responsible for delivery and unloading, including any need for a forklift, added labor, building modifications, or any other condition to get the equipment into the building.
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13. **Limited Parts Warranty:** Grimco does not provide any warranty, express or implied. The manufacturer's parts warranty period on equipment begins at the date of purchase with a duration set by the manufacturer. Customer acknowledges that neither Grimco nor the manufacturer is under any obligation to provide warranty service or support for claims resulting from equipment or systems being moved from their original installed location, or for damages or service required as a result of using any third-party product.

Grimco, Inc. Authorized Signature

Customer Authorized Signature

Print Name

Print Name

Date

Date

EQUIPMENT PAYMENT OPTIONS

- 100% deposit required for plotters, laminators, substrate cutters, software and all other accessories, services.
- 100% deposit required for printers, routers, and flatbed cutters with installations under \$15,000.
- 90% deposit required for printers, routers, and flatbed cutters with installations over \$15,000 remaining 10% due at training.

OPTION #1

CREDIT CARD:

Call in your credit card for payment to your sales rep or Grimco Accounting 800-542-9941.

-OR- Fax the Authorization for Payment form with CC information. Grimco Accounting Fax 636-305-7398

- A Grimco representative will follow up after the installation (if applicable) to collect balance.
- Please do not e-mail credit card information, for your protection.

OPTION #2:

ELECTRONIC CHECK/ACH:

Fax the Authorization for Payment form with check information. Grimco accounting fax: 636-305-7398

- If this option is chosen do not mail into lockbox

OPTION #3

FINANCING: Completed funding with a Grimco approved financing company

Finance Company: _____ PO#: _____ Financed Amount: _____

* If you are not financing the entire amount, the remaining deposit is due before order is released.

SITE & POST WARRANTY CONTACT INFORMATION

DELIVERY & INSTALL:

CONTACT NAME: _____

PHONE #: _____

EMAIL: _____

DELIVERY ADRS: _____

RECEIVING HOURS/DAYS: _____

POST WARRANTY

CONTACT NAME: _____

EMAIL: _____

PHONE: _____

Mark all that apply:

ADDRESS TYPE: _____ Commercial ___ Residential ___ (Add. Fees Apply)

CONDITIONS: Dock high access? ___ Receiving Bay Door? ___ Forklift available? ___

ADDITIONAL SHIP REQUIREMENTS: Liftgate needed ___ (+FEES APPLY) Delivery appt needed? ___

- Customer is responsible for all shipping charges incurred if the items ordered are not deliverable. This includes initial delivery attempt, and/or re-delivery charges, storage fees, or return shipping.

Note regarding liftgate service: (Non-refundable fee)

- Many equipment dimensions exceed the size of the liftgate on delivery trailers. Liftgate service is available, however the freight carrier may require Customer to have a forklift or riggers on-site to complete delivery.

Inspect shipment prior to accepting delivery.

- Any damage that occurs after the shipment is delivered is the responsibility of the Customer. If any damage is suspected, note the details on the carrier's Proof of Delivery (POD) or Delivery receipt before the truck driver leaves. Take pictures of any damage to the crate or packaging materials.

Please arrange payment for your equipment purchase when submitting the signed contract.

Signature _____

Printed Name _____

Date: _____



Sold To:

CITY OF WEST ALLIS
(C#:14451991)
ATT: Denise Cleary
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Bill To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Ship To:

CITY OF WEST ALLIS
(C#:14451991)
ATT:
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214-4688 US
(414) 302-8355

Created: 10/2/2025

Revision: 10/2/2025,v6

Expires: 10/9/2025

Qty	Part #	Description	Unit Price	Total Price
2	IM2203-54	Briteline eSeries - IM2201 & IM2203 54" x 50 yd, Gloss, ROLL(1/BOX)	\$180.58	\$361.16
		Sticker material		
2	IM3203X-54	Briteline Duration X - IM3201X & IM3203X 54" x 50 yd, Gloss, ROLL(1/BOX)	\$288.77	\$577.54
2	OLUV-GLS54	Briteline Shield UV Overlaminat 54" x 150', Gloss, ROLL(1/BOX)	\$275.25	\$550.50
2	GP9000-48	Drawing Paper - 80 lb. 48" x 50 yd, ROLL(1/BOX)	\$308.91	\$617.82
2	GR38500	Fasnap Grommets - Self Piercing - Brass, Diameter: 3/8", Grommet Size: #2, 500, BAG(500PCS)	\$83.06	\$166.12
2	GR38500NI	Fasnap Grommets - Self Piercing - Nickel, Diameter: 3/8", Grommet Size: #2, 500, BAG(500PCS)	\$84.15	\$168.30
1	H-901B	Hiker Gomet Machine, EACH	\$311.24	\$311.24

2	DTXB54164M	Duratex 13oz Reverse Wound Banner 54" x 164', Matte, ROLL	\$189.56	\$379.12
2	CP241PWBOX	Corrugated Plastic Sign Blanks 24" x 18", White, Flute Length: 18", Boxed (Packed qty 100), EACH	\$90.79	\$181.58
2	CORO1IBOX	Economy Stakes 10" x 30", BOX(50 STAKES)	\$49.39	\$98.78
2	BANTAPEX1	X-Treme Banner Tape 1" x 36 yd, EACH	\$27.62	\$55.24
1	MMAG4850L	Magnum Magnetics MuscleMag Latex 48" x 50', ROLL(1/BOX)	\$473.30	\$473.30
2	HPD9R46B	HP Universal Heavyweight Coated Paper, 3-in Core 54 " x 200 ', ROLL(1/BOX)	\$314.46	\$628.92

* Price quotations are good for 5 business days and are based on entire quantity/items being purchased at once. Exclusions may apply.

* Pricing is subject to change without notice due to external factors.

* All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.

* Lead times start at date of approval and are subject to change.

* Prices do not include freight unless otherwise stated. Actual freight costs vary.

* We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.

* We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.

* All sign and blank dimensions are listed WxH.

* Custom PMS color matching may incur additional charges if outside of Grimco standard colors.

* Orders below \$150 may be subject to a \$15 shipping charge.

Sub Total	\$4,569.62
Shipping & Handling	\$0.00
Miscellaneous	\$0.00
Estimated Sales Tax	\$0.00
Total	\$4,569.62



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Milwaukee		County Code Number 40		Report for Month/Year August 2025	
Municipal Name West Allis Municipal Court		Municipal Code Number 292		Telephone Number 414-302-8181	
I. MUNICIPAL COURT OFFICIAL		Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)		\$ 42,066.08	\$ 42,066.08		
Adjustment (if applicable)		\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 12,091.68	\$ 10,484.32		\$ 1,607.36
Adjustment (if applicable)		\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 9,802.84			\$ 9,802.84
Adjustment (if applicable)		\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 3,156.52		\$ 3,156.52	
Adjustment (if applicable)		\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 7,124.04		\$ 3,197.14	\$ 3,926.90
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 4,151.21			\$ 4,151.21
Adjustment (if applicable)		\$.00			\$.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$.00	\$.00		\$.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)		\$ 300.00		\$ 300.00	
Adjustment (if applicable)		\$.00		\$.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
11. Safe Ride Program (s. 85.55, Stats.)		\$ 851.08			\$ 851.08
Adjustment (if applicable)		\$.00			\$.00
12. Totals		\$ 79,543.45	\$ 52,550.40	\$ 6,653.66	Pay This Amount \$ 20,339.39

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul M. Murphy Signature: Paul M. Murphy Date: 9-3-25

III. TREASURER'S CERTIFICATION

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

Treasurer: Corinne Zurad Date: 9-10-2025

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

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



CLAIMANT CONTACT INFORMATION

Name: Jose Coria
Address: 8422 Orchard St
West Allis WI

Phone: 414 430 7659
Email: Coria-Jose@icloud.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: 8-27-26
Location: 84th Orchard

Time of day: 8:18 p.m.

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.

Huge tree branch fell down smashed my window (front) and caused frame damage

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: [Signature]

Date: 9-25-26

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: \$ 1464.41

SAVE

PRINT

221571

Estimate of Auto Repairs

AS LISTED FOR LABOR AND MATERIALS
VERBAL AGREEMENTS NOT BINDING - ESTIMATES FREE

OWNER		PHONE NO.	DATE 9-4-2025
ADDRESS			EST. NO.
INSURANCE CO.	PHONE NO.	ORDER NO.	
ADDRESS		LICENSE NO. BAX-1285	

YEAR/MAKE Honda 2007	MODEL fit	MILEAGE _____	MOTOR NO. _____	SERIAL NO. _____
------------------------------------	---------------------	------------------	--------------------	---------------------

QUANTITY	DESCRIPTION OF LABOR OR MATERIAL	PART NO.	MATERIAL	LABOR
1	pepair left sida window post			\$700.00
2	peplace front window			450.00
Total				\$1,150

NEW IMAGE AUTO BODY LLC.
8830 W. NATIONAL AVE.
West Allis, WI

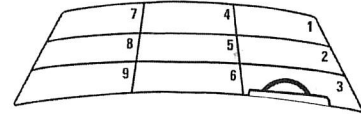
PARTS PRICE BASED ON STANDARD CATALOG PROCUREMENT PRICE LISTS. SUBJECT TO CHANGE WITHOUT NOTICE. PROCUREMENT AND DELIVERY CHARGE. WEST ALLIS, WI. ALL SERVICE OR ITEMS NOT AVAILABLE LOCALLY.

OLD PARTS REMOVED FROM CARS WILL BE JUNKED UNLESS OTHERWISE INSTRUCTED IN WRITING. THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY, AFTER WORK HAS STARTED, WORN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. BECAUSE OF THIS, THE ABOVE PRICES ARE NOT GUARANTEED.

ESTIMATED BY	ESTIMATE APPROVED BY
--------------	----------------------

AUTHORIZED AND ACCEPTED BY OWNER OR AGENT	DATE 9-4-2025
--	----------------------

TOTAL LABOR	\$700.00
TOTAL MATERIALS	Part - \$450.00
TAX	
PAID OUT - TOW & STORAGE	
SUBLET REPAIRS	
TOTAL	\$1,150.00



Location Information

Safelite
10708 W ORCHARD ST
WEST ALLIS, WI 53214
414-475-1700

Service Information

Service Location: InShop
Available Time: 3:30 PM
Address: Mr./Mrs. CORIA

WO# 730698

Date/Time 9/2/2025 3:30 PM
Needed By: 4:30 PM

Account Information

CONSUMER PARENT
92273 - 085080 --

Primary: 414-430-7659 Policy #:
Alternate: Claim #:
PO#/Ref: Ath/Ver:
Loss Loc:
Loss Date/Cause:

Year	Make	Model	Body Style	Mileage	License	State	Stock #
2008	HONDA	FIT	4 DOOR HATCHBACK				

Vehicle ID J H M G D 3 8 6 4 8 S 0 0 5 6 5 1 Technician ID: _____
Verified By: _____

Qty	Part #	List	Selling	Labor	Kit	Material	Extension
1	FW02631 GTN		\$182.47	\$60.00	\$0.00	\$0.00	\$242.47
Replace with new - 3RD VISOR FRIT PO#: 301961							
INSTALLED PART DOT# _____ URETHANE LOT# _____							
1	GGG 2631		\$14.44	\$0.00	\$0.00	\$0.00	\$14.44
Replace with new - 3/ PO#: 301962							
1	RECYCLE FEE		\$0.00	\$39.99	\$0.00	\$0.00	\$39.99
Replace with new - RECYCLE FEE							
INSTALLED PART DOT# _____ URETHANE LOT# _____							

Work Order 01867-730698

Org Date: 8/28/2025 CTU WO: 730698
8/28/2025 11:33 AM 613-UNROUTED-730698-W
JOSE CORIA

Initial here if replaced parts should be saved for inspection or returned:

Part Sub Total:	\$196.91
Labor Sub Total:	\$99.99
Sub Total:	\$296.90
Sales Tax:	\$17.51
Total	\$314.41

Windshield Repair

Cust. Initials:

Yes _____ No _____
Accepted _____ Declined _____

Comment:

Tender Information

Type Card Type Account Auth Code Amount

RECEIVED

SEP 29 2025

CLAIMANT CONTACT INFORMATION



WEST ALLIS
CITY ATTORNEY

Name: Sixt Rent A Car, LLC.
Address: P.O. Box 8188 Fort Lauderdale
FL 33310

Phone: (+1) 888 749 8555
Email: liabilityclaims-usa@sixt.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: 03/23/2025 Time of day: _____
Location: Madison, WI

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.

An investigation concluded that on March 23, 2025, a Sixt Rent A Car customer driving Sixt vehicle, WA-C30819X - 2024 JEEP COMPASS - Silver - C4NJDDN5RT145020, was wrongfully stopped at Madison, WI, with a false felony. Our customer was pulled over by 8 police officers of West Allis PD, including police officer Daniel Floy who handled the case, at gunpoint stating the vehicle was involved in a robbery, causing personal injury and distress to our customer driving the Sixt vehicle at that time.

Upon further investigation, it was discovered that on March 22, 2025, when the vehicle was on rent with a different customer from a previous rental, Police Officer Nicholas Zaragoza, of Milwaukee Police Department Special Investigations Division Fugitive Apprehension Unit 414-935-7411 Police Department was investigating Case: C2503210062.

As part of our general liability process and Standards, Sixt had to compensate the valuable customer for the unnecessary distress and experience caused in scope of enjoying the services provided by Sixt Rent A Car.

You as the handling law enforcement on duty are held liable for the general liability compensation made to the customer for unnecessary personal injury and distress. Sixt Rent A Car, LLC. is not liable for personal distress and injury. Sixt Rent A Car, LLC. made the compensation to settle the distress in a timely manner. At this time, Sixt Rent A Car, LLC. is holding West Allis PD liable for the customers personal injury and distress and subrogating City of West Allis for the compensation paid out by Sixt due to wrong handling of the false arrest by West Allis PD. Please see attached the itemized charges for the payments made by Sixt, to the customer.

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: _____

Date: 9/19/25

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: \$ 13,507.07

SAVE

PRINT



City of West Allis
 ATTN: CLAIMS
 7525 W. Greenfield Ave. West Allis, WI 53214

9/19/2025

Dear City of West Allis

An investigation concluded that on **March 23, 2025**, a Sixt Rent A Car customer driving Sixt vehicle, **WA-C30819X - 2024 JEEP COMPASS – Silver - C4NJDDN5RT145020**, was wrongfully stopped at Madison, WI, with a false felony.

Our customer was pulled over by 8 police officers of **West Allis PD**, including police officer Daniel Floy who handled the case, at gunpoint stating the vehicle was involved in a robbery, causing personal injury and distress to our customer driving the Sixt vehicle at that time.

Upon further investigation, it was discovered that on **March 22, 2025**, when the vehicle was on rent with a different customer from a previous rental, Police Officer Nicholas Zaragoza, of Milwaukee Police Department Special Investigations Division Fugitive Apprehension Unit 414-935-7411 Police Department was investigating **Case: C2503210062**.

As part of our general liability process and Standards, Sixt had to compensate the valuable customer for the unnecessary distress and experience caused in scope of enjoying the services provided by Sixt Rent A Car.

You as the handling law enforcement on duty are held liable for the general liability compensation made to the customer for unnecessary personal injury and distress. Sixt Rent A Car, LLC. is not liable for personal distress and injury. Sixt Rent A Car, LLC. made the compensation to settle the distress in a timely manner. At this time, Sixt Rent A Car, LLC. is holding West Allis PD liable for the customer's personal injury and distress and subrogating City of West Allis for the compensation paid out by Sixt due to wrong handling of the false arrest by West Allis PD. Please see below the itemized charges for the payments made by Sixt, to the customer.

Item	Charge Description	Amount
Rental Invoice (RA 9600091240)	Total Cost of Rental paid by Renter at the time of vehicle checkout	\$418.07
Rental Invoice Refund (Final Invoice_ Final Amount)	Final Invoice showing Rent paid 0.00 USD. Charge refunded to Customer	\$0.00
Sixt Vehicle Recovery Towing (NSD INV 5875853)	One Way Tow to recover Sixt vehicle abandoned due to wrongful arrest	\$589.00
Liability Compensation Kathy M. Lewis (Remittance Reference 14535223)	Liability Compensation Kathy M. Lewis (Remittance Reference 14535223)	\$7,500
Liability Compensation Graham Lewis Sisson (Remittance Reference 145443)	Liability Compensation Graham Lewis Sisson (Remittance Reference 145443)	\$5,000
	Total:	\$13,507.07

This invoice is due immediately and payable to:

Sixt Rent A Car, LLC.
 P.O. Box 8188
 Fort Lauderdale, FL 33310

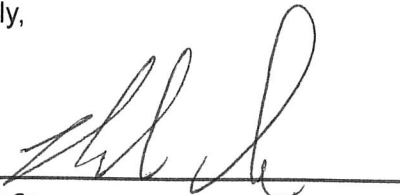


Settlement Instructions for the receipt of domestic payments into our account:

Bank: JPMorgan Chase Bank, N.A.
4 New York Plaza, Floor 13
New York, NY, 10004
ABA: 021000021 (Wires and ACH)

Payment of this invoice must be made within 60 days of receipt. Failure to make payment within 60 days will result in a lawsuit being filed against you. Questions relating to this claim should be directed to liabilityclaims-usa@sixt.com.

Sincerely,

X 

Nicholas Go
Director of Liability

Sixt Rent A Car, LLC.
Attn: Liability Claims
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: (+1) 888 749 8555
Fax: (+1) 888 365 1244
Email: liabilityclaims-usa@sixt.com
Business Hours: Monday-Friday, 9:00 am – 5:00 pm

EVAN C. GOYKE
City Attorney

MARY L. SCHANNING
ROBIN A. PEDERSON
NAOMI E. SANDERS
JULIE P. WILSON
Deputy City Attorneys

CITY OF MILWAUKEE
Office of the City Attorney

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551
Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

KATHRYN Z. BLOCK
THOMAS D. MILLER
PETER J. BLOCK
PATRICK J. MCCLAIN
ANDREA J. FOWLER
JOANNA FRACZEK
HANNAH R. JAHN
MEIGHAN M. ANGER
ALEXANDER R. CARSON
GREGORY P. KRUSE
ALEX T. MUELLER
ALEXANDER D. COSSI
KATHERINE A. HEADLEY
SHEILA THOBANI
STACY J. MILLER
JORDAN M. SCETTLE
THERESA A. MONTAG
ALEXANDER E. FOUNDOS
TRAVIS J. GRESHAM
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JOSEPH M. DOBBS
WILLIAM K. HOTCHKISS
CLINT B. MUCHE
TYLER M. HELSEL
ZACHARY A. HATFIELD
MEGHAN C. MCCABE
GYNTHIA HARRIS ORTEGA
OLUWASEUN CHRIS IBITOYE
KEVIN P. TODT
NATHANIEL E. ADAMSON
MATTÉO REGINATO
Assistant City Attorneys

August 19, 2025

Sixt Rent A Car
c/o Nicholas Go
1501 NW 49th Street
Fort Lauderdale, FL 33309

RE: C.I. File No.1032-2025-864
Communication from SIXT RENT A CAR

Dear Mr. Go:

We are in receipt of your subrogation demand regarding an event that occurred on March 23, 2025 involving a Silver 2024 Jeep Compass - rented to Kathy Lewis & Graham Sisson.

Our investigation revealed that Milwaukee Police Department (MPD) was investigating the subject vehicle involved in an Armed Robbery that occurred on March 21, 2025. Further investigation revealed that on March 23, 2025, the subject vehicle was recovered and then cleared. MPD was not involved in conducting the traffic stop, and we recommend you submit your claim to West Allis Police Department. Accordingly, this claim will be placed on file in this office and no further action will be taken.

Very truly yours,



EVAN C. GOYKE
City Attorney


MICHELLE THOMPSON-GRAY
Investigator Adjuster

ECG/MTG/cdr

1032-2025-864





RENTAL AGREEMENT 9600091240

Time out	Renter/ Driver
23.03.2025 / 10:56 AM	Kathy Lewis
Milwaukee Mitchell Int Airport	NO ADDITIONAL AUTHORIZED DRIVERS WITHOUT OUR PRIOR WRITTEN CONSENT



Due in	Renter/ Invoice Recipient
28.03.2025 / 05:00 PM	
Milwaukee Mitchell Int Airport	
5300 S Howell Ave, Milwaukee,	
WI 53207-6156	

Res-No.: 9939342595

Description:	Amount:	Single price:	Sum:	
Rental days	1	231.28 USD	231.28 USD	A1
Prepaid fuel / EV charge	1	42.90 USD	42.90 USD	A1
Personal Accident Cov.	6	8.00 USD	48.00 USD	A0
Vehicle License Fee	6	0.95 USD	5.70 USD	A1
Rental Facility Charge	6	0.50 USD	3.00 USD	A1
AP Concession Recovery Fee	11.11 %	36.42 USD	36.42 USD	A1
A1 Rental Car Tax 8.00% + Sales Tax 7.90%			50.77 USD	
A0 Tax exempt				

Sum gross: 418.07 USD

All designated discounts have been included in the stated final price.

We offer for an additional charge the following optional products: Loss Damage Waiver (LDW), Partial Damage Waiver (PDW), Personal Accident Coverage (PAC), Extended Roadside Protection, Supplemental Liability Insurance Select (SLI), and Supplemental Liability Insurance (SLI300) for certain select vehicles. Before deciding whether to purchase any of these products, you may wish to determine whether your personal insurance or credit card affords you coverage during the rental period. The purchase of any of these products is not required to rent the vehicle.

You agree to purchase PAC. You acknowledge receiving the summary of the terms of the PAC policy that is printed on the jacket that holds this Face Page.

You decline to purchase any supplemental liability insurance. You accept primary responsibility for, damage or injury you cause to others or their property.

Authorized Drivers are the only persons permitted to drive the Vehicle. If

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

VEHICLE DETAILS

License plate:	WA-C30819X
Model:	JEEP COMPASS UTL PET
	AUT
Mileage:	28343
Parking spot:	BR-RL-B-7
Vehicle class:	IFAR
Fuel level:	8 / 8

PAYMENT DETAILS

Payment method:	MASTERCARD
Card:	*****963
Authorization:	23/03/2025 10:48 618.07 USD
Transaction-ID:	50323TZRMHXUIHQSB
Terminal-ID:	47554pp172
Receipt no.:	1530
EMV-Data:	000008000/E800/00000000 0/FE50BCF800/FE50BCA000/1 E0300/901290000230300000 008000E80001/EC4F9A86/40

BOOKING DETAILS

Incl. mileage: all ml incl.

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SIXT App now





you permit anyone other than the Renter or an Additional Driver listed above to drive the Vehicle, or any other person defined as an Authorized Driver on the rental jacket, we will hold you responsible for damage to the Vehicle and for damage to others and their property caused by the unauthorized driver. Damage caused by unauthorized drivers is not covered by Loss Damage Waiver. There is a small fee to add Additional Drivers to this Agreement.

You agree to purchase a full tank of fuel for the Vehicle for the fee shown above. It is not necessary to return the vehicle with a full tank. There will be no credit for unused fuel. If you have an electric Vehicle, you agree to prepay your charging fee and that you can return your vehicle at any charge level above 20% and that you will not be refunded any amount despite the charge level of your Vehicle at return. You further agree, if you return your vehicle below 20%, you will be charged an additional USD 20.00.

You decline to purchase Extended Roadside Protection.

Each time you drive the Vehicle through an automated express/toll lane, the license plate is photographed and we are notified that you used the express/toll lane. We offer Toll Pass, an additional service that permits you to use automated express/toll lanes at a fixed daily price. Certain toll roads do not accept cash. If you do not purchase Toll Pass, to avoid toll violations and associated fines, fees, and taxes (and our administrative fees for processing violations and citations), you must pay all tolls with a personal transponder; use only cash lanes and pay cash (even if you purchased Toll Pass); plan a route to avoid tolls; or consult local authorities for other payment methods.

You decline to purchase Toll Pass. If you use an automated express/toll lane without purchasing Toll Pass, you will pay us our administrative fee of 14.99 USD per usage day, up to a maximum amount of \$90 per rental agreement plus the applicable toll fee for each time you use an automated express/toll lane during your rental according to the terms of Paragraphs 5 and 5a of the Terms and Conditions. This fee will be charged to your credit card account after the close of this rental transaction.

You decline to purchase Personal Property Coverage (PPC).

GEOGRAPHICAL RESTRICTIONS: The Vehicle may only be used in the Contiguous United States (the "Region"). If the vehicle is driven in violation of the territorial restrictions, we will charge you an excess mileage fee of \$0.50 for each mile the vehicle has been driven during the rental. This fee does not limit in any way the total amount or any compensation owed to us under this Agreement. The Vehicle shall not be used in Mexico under any circumstances.

For One-Way Rentals: If you have a reservation for a one way rental to return the Vehicle in a state other than the state of pick-up (as shown on the Face Page), the territorial restrictions described above do not apply. However, you may only use the Vehicle in the continental United States, Ontario British Columbia, Canada.

All vehicles are non-smoking. A USD 400 Cleaning Fee will be assessed for violations to this policy.

The vehicle has the following damage:

Windscreen	Passenger side	stone chip	surface only
Windscreen	Passenger side	stone chip	surface only

The vehicle has the following minor damage:

Side view Mirror	Passenger side	scratch	5-10 cm superficial
Bumper loading strip	middle	scratch	< 5 cm (down to primer)

Sixt Rent a Car. LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car. LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

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SIXT App now





Bumper, rear	Passenger side	Dent	up to 1 cm (with paint damage)
Bumper, rear	Driver side	scratch	< 5 cm (down to primer)
Wing / Fender, rear	Passenger side	Dent	> 3 cm (without paint damage)

Vehicle Condition: It is your responsibility to inspect the Vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.

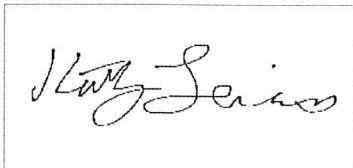
By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.

Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card vouchers in your name for all amounts due us under this Agreement. You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than USD 200, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories, you authorize us to reserve up to USD 5,000 against your card. We may use your deposit to pay any amounts owed to us under this Agreement. You authorize us to charge your credit/debit card after the rental concludes for all tolls and parking violations and fines or penalties assessed against you, us, or the Vehicle during the rental plus our administrative fee of USD 40.00 for each such charge and to release your rental and credit/debit card information to the charging authorities for processing purposes.

I further acknowledge and consent to the dispute resolution provisions contained in the Terms and Conditions.

WHAT IF YOU FAIL TO PAY A PARKING TICKET? We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.

NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS IF YOU FAIL TO PAY any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.



Driver Signature

Accident or Breakdown Hotline: 1-888-749-8543

You want to extend your current rental period or get an overview of your previous rents? Then register or log in at www.sixt.com/mysixt, your online customer portal.

Internet: www.sixt.com

E-Mail: service@sixt.com

Sixt Rent a Car. LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car. LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

Download
SIXT App now





Call: +1(888)749-8227, Fax: +1(888)722-2980

Thank you for choosing Sixt. Have a pleasant journey!

23.03.2025 15:56:28

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

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customerservice-usa@sixt.com
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Fort Lauderdale, FL 33310
United States

0000000000/US/C/EB

I N V O I C E (C O P Y)

Document: 9600091240/00/M/00/N

Company/Mr/Ms
LEWIS
KATHY
81 GIBBS AVE APT 2
NEWPORT RI 028402216

03/26/2025

Cust.: 9699676 VAT no. NA

Drivers name: LEWIS KATHY
Registration No: 0030001001 WA-C30819X
JEEP COMPASS UTL PET AUT
Group: IFAR USW8U000 STANDARD WEB
Order no:
Second Order :
Third Order:
Costc. Cu.:
Payment : EC *****963
Res No. 9939342595
Vcr: NA

Time out: 03/23/2025 / 10:56 ml: 28343 City: Milwaukee Mitchell I		Time in : 03/26/2025 / 08:26 ml: 28483 City: Milwaukee Mitchell I	
	NUMBER	SINGLE PRICE	
Rental days	3	1 x 135.75	135.75 USD A1
Mls inclusive	140		
Prepaid fuel / EV charge	1 x	42.90	42.90 USD A1
Personal Acciden	3 x	8.00	24.00 USD A0
Vehicle License	3 x	0.95	2.85 USD A1
Rental Facility Charge	3 x	0.50	1.50 USD A1
AP Concession Recovery Fee	11.11 %		22.83 USD A1
Discount	0.00 %		229.83- USD
Subtotal			0.00 USD
A0 Tax exempt			
A1 Sales Tax 7,90% + Rental Car Tax 8,00%			
Total			0.00 USD
Final amount			0.00 USD

24/7Roadside Assist.Hotline included
Thank you for booking Sixt !
The service has been rendered between check out date and check in date.
This amount has been charged to your MasterCard account.
This is not a payment request. This is the invoice for your records.

E-Mail: customerservice-usa@sixt.com

Branch	Date	Time	mls/out	mls/in	mls	Plate	CO2	GLP*
Milwaukee	26.03.25	08:26	28343	28483	140	WA-C30819X		35630

Kreditor
Buchungskreis

281017762
S088

Name
Ort

Kathy M. Lewis
NEW PORT

Kathy M. Lewis

St	ZW	RefSchlK_1	Referenz	Fa	Ar	ZSp	Pe	Belegdatum	St	Gegenkonto	S/H	Betr. in HW	Wahrg	
<input type="checkbox"/>	☉	R	14535223	14535223	☉	KR	U	4	10.04.2025	U0	49400	H	7.500,00-	USD
*	☉												7.500,00-	
** Konto 81017762												7.500,00-		

**CONFIDENTIAL SETTLEMENT AGREEMENT,
MUTUAL RELEASE AND ASSIGNMENT**

This Confidential Settlement Agreement and Mutual Release (the "Agreement") is entered into between Sixt Rent a Car, LLC, together with any and all affiliated companies ("Sixt"), on the one hand, and Kathy Lewis ("Lewis"), on the other hand, as of the date of the last Party to sign the Agreement (the "Effective Date"). Collectively, Sixt and Lewis are referred to herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, Lewis rented a vehicle from Sixt at Mitchell International Airport in Milwaukee, Wisconsin, on or about March 23, 2025, and

WHEREAS, unbeknownst to the Parties, the vehicle in question had allegedly been used by a prior renter to commit a felony, after which it was returned to Sixt without notice of those events, and

WHEREAS, the Milwaukee Police Department subsequently placed a "felony hold" on the vehicle license plate number without informing the Parties, and also without determining the current status and whereabouts of the vehicle as of the time it was being rented to Lewis, and

WHEREAS, Lewis was thereafter pulled over by the West Allis (Wisconsin) Police Department pursuant to the felony hold that had been placed by the Milwaukee Police Department, and

WHEREAS, prior to realizing the error, the West Allis Police Department put Lewis through an ordeal involving potential apprehension and arrest, and

WHEREAS, the Parties wish to resolve any claims and disputes that might otherwise exist between them relative to the unfortunate circumstances just mentioned, and have therefore come to an agreement to do so as set forth below, and

WHEREAS, The Parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and intending to be legally bound, the Parties agree as follows:

SETTLEMENT AND MUTUAL RELEASE

1. **Payment of specific sum.**

(a) In consideration of the Releases and other valuable consideration agreed upon herein, Sixt shall pay Lewis the sum of Seven Thousand Five Hundred and no/100's Dollars (\$7,500.00).

(b) The check for the payment referenced in this Section of the Agreement shall be made payable to "Kathy Lewis" and shall be issued within 21 days of the Effective Date of this Settlement Agreement.

2. **Mutual Releases.**

(a) **Releases by Lewis.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Lewis, for herself, her successors, assigns, attorneys and agents, hereby releases, acquits, and forever discharges Sixt and any of Sixt's parent companies, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(b) **Release by Sixt.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sixt, for itself and its parent companies, subsidiaries, affiliated entities, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents, hereby releases, acquits, and forever discharges Lewis, for themselves, successors, assigns, attorneys and agents, from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(c) Each Party agrees not to institute any action, proceeding, or arbitration against any other Party to this Agreement based upon any claims, obligations, and liabilities released and discharged in subparagraphs 2(a) and (b) above.

3. **Representations and Warranties.** The Parties warrant and represent to each other that no other person or entity has, or has had at any time in the past, any interest in any claims which might have been asserted, and each Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration specified in it, and that each Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, or obligations referenced in this Agreement. In making this representation the parties agree to indemnify each other for any payment that they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in the incidents referred to in

the underlying Litigation, including any claims based on subrogation, derivation or assignment. Also, the parties will indemnify each other for any expenses incurred in defending such claims.

4. **Opportunity to Consult with Counsel.** The Parties represent that they have each had the opportunity to consult with legal, financial, and other professional advisors as they have deemed appropriate in connection with the consideration, execution, and delivery of this Agreement. Each Party represents that they and their representatives have read the Agreement carefully and understand all of its terms.
5. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent.
6. **Future Actions.** The Parties agree to cooperate fully to execute and deliver any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
7. **No Acknowledgement of Fault.** It is expressly understood and agreed that this Agreement constitutes a compromise and settlement of disputed claims. By entering into this Agreement, none of the Parties admits liability for any claims that have or could have been asserted by any Party, and all Parties expressly deny any such liability. This Agreement is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any Party to this Agreement.
8. **Severability.** Should any part, term, or provision in this Agreement be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not a part of this Agreement, and all remaining provisions shall remain valid and enforceable.
9. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior or contemporaneous agreements, representations, and understandings between the Parties pertaining to or relating to the subject matter of this Agreement. The Parties shall have no cause of action based on, or remedies arising out of or related to, any agreement, representation, or understanding superseded hereunder.
10. **Successors.** The Parties agree that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Survival and Benefits.** The warranties and representations contained in this Agreement shall survive the completion of any of the performances required hereunder. This Agreement shall be binding upon the Parties and all of their successors, assigns, parent corporations, divisions, and legal representatives.
12. **Modification to Agreement.** This Agreement may not be modified, amended, or terminated except by a written agreement signed by each of the Parties. No failure to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein, or by law or in equity.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.

14. **Forum for Disputes.** Any controversy arising under or relating to this Agreement shall be determined by the Wisconsin Circuit Court for Milwaukee County. The Parties agree not to present any such controversy to any other court or forum. The Parties consent to the jurisdiction of the Wisconsin Circuit Court for Waukesha County.

15. **Enforcement.** In the event that any Party pursues legal action to enforce the terms of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including actual attorneys' fees, incurred or paid in connection therewith, which obligations shall survive this Agreement.

16. **Nondisclosure.** The Parties represent and agree that they shall maintain the terms of this Agreement, and the consideration therefor, entirely confidential, except for complying with Paragraphs 6, 14 and 15 or as necessary in a legal action to enforce this Agreement. Each Party agrees that it shall not publish, publicize, communicate, or disclose or cause to be published, publicized, communicated or disclosed in any manner, information relating to the nonpublic substance or contents of their underlying dispute or this Agreement to any person or persons, unless required by law or to their banks, insurers, accountants, tax preparers or legal counsel to the extent necessary to allow each to provide appropriate advice or service, or as necessary for tax purposes. The Parties may also produce the Agreement pursuant to a court order or subpoena provided that the producing Party provides notice to the other Parties at least three (3) business days prior to any production.

17. **Non-disparagement.** The Parties agree to not make disparaging, harmful and/or negative remarks or comments about each other by any means whatsoever including but not limited to any form of social media, including but not limited to the following: their character; their business(es); business and individual practices; policies (including but not limited to employment practices and policies); and/or their owners/officers/employees/representatives/agents. Any social media postings that pre-date this agreement and which contain disparaging content shall immediately be removed and/or deleted.

18. **Non-Waiver of and Assignment of Claims Against Third-Parties.** In further consideration of the Releases and other valuable consideration agreed upon herein, the Parties hereby agree that this Agreement shall not act as a waiver or extinguishment of any claims which any of the Parties may have against any and all third parties who may be liable for the circumstances which give rise to this agreement, including but not limited to the Milwaukee Police Department and the West Allis Police Department. Rather, Lewis hereby recognizes that those claims may exist and hereby expressly assigns to Sixt any and all such claims that she may otherwise be entitled to pursue. Lewis hereby expressly acknowledges that by entering into this assignment, she will not pursue any such claims but rather assigns to Sixt the sole right to do so.

19. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via email transmission shall have the same force, validity, and effect as the originals thereof.

20. **Warranty of Capacity for Corporation.** The undersigned warrants and represents that he or she has full authority to execute this Agreement on behalf of the entity for which he or she is signing and that he or she has full authority to bind that entity.

The Parties have executed this Agreement by signing below.

Dated: April ____, 2025.

Kathy Lewis

Dated: April 7, 2025.

Sixt Rent a Car

By: _____

Name: Nicholas Go

Title Director of Liability

Kreditor
Buchungskreis

281017792
S088

Name
Ort

Grahm Lewis Sisson
New Port

Grahm Lewis Sisson

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**CONFIDENTIAL SETTLEMENT AGREEMENT,
MUTUAL RELEASE AND ASSIGNMENT**

This Confidential Settlement Agreement and Mutual Release (the "Agreement") is entered into between Sixt Rent a Car, LLC, together with any and all affiliated companies ("Sixt"), on the one hand, and Graham Sisson ("Sisson"), on the other hand, as of the date of the last Party to sign the Agreement (the "Effective Date"). Collectively, Sixt and Sisson are referred to herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, Sisson was an occupant in a vehicle rented from Sixt at Mitchell International Airport in Milwaukee, Wisconsin, on or about March 23, 2025, and

WHEREAS, unbeknownst to the Parties, the vehicle in question had allegedly been used by a prior renter to commit a felony, after which it was returned to Sixt without notice of those events, and

WHEREAS, the Milwaukee Police Department subsequently placed a "felony hold" on the vehicle license plate number without informing the Parties, and also without determining the current status and whereabouts of the vehicle as of the time it was being rented to Sisson, and

WHEREAS, Sisson was thereafter pulled over by the West Allis (Wisconsin) Police Department pursuant to the felony hold that had been placed by the Milwaukee Police Department, and

WHEREAS, prior to realizing the error, the West Allis Police Department put Sisson through an ordeal involving potential apprehension and arrest, and

WHEREAS, the Parties wish to resolve any claims and disputes that might otherwise exist between them relative to the unfortunate circumstances just mentioned, and have therefore come to an agreement to do so as set forth below, and

WHEREAS, The Parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and intending to be legally bound, the Parties agree as follows:

SETTLEMENT AND MUTUAL RELEASE

1. **Payment of specific sum.**

(a) In consideration of the Releases and other valuable consideration agreed upon herein, Sixt shall pay Sisson the sum of Five Thousand and no/100's Dollars (\$5,000.00).

(b) The check for the payment referenced in this Section of the Agreement shall be made payable to "Grahm Sisson" and shall be issued within 21 days of the Effective Date of this Settlement Agreement.

2. **Mutual Releases.**

(a) **Release by Sisson.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sisson, for himself, successors, assigns, attorneys and agents, hereby releases, acquits, and forever discharge Sixt and any of Sixt's parent companies, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(b) **Release by Sixt.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sixt, for itself and its parent companies, subsidiaries, affiliated entities, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents, hereby releases, acquits, and forever discharges Sisson, for themselves, successors, assigns, attorneys and agents, from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(c) Each Party agrees not to institute any action, proceeding, or arbitration against any other Party to this Agreement based upon any claims, obligations, and liabilities released and discharged in subparagraphs 2(a) and (b) above.

3. **Representations and Warranties.** The Parties warrant and represent to each other that no other person or entity has, or has had at any time in the past, any interest in any claims which might have been asserted, and each Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration specified in it, and that each Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, or obligations referenced in this Agreement. In making this representation the parties agree to indemnify each other for any payment that they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in the incidents referred to in

the underlying Litigation, including any claims based on subrogation, derivation or assignment. Also, the parties will indemnify each other for any expenses incurred in defending such claims.

4. **Opportunity to Consult with Counsel.** The Parties represent that they have each had the opportunity to consult with legal, financial, and other professional advisors as they have deemed appropriate in connection with the consideration, execution, and delivery of this Agreement. Each Party represents that they and their representatives have read the Agreement carefully and understand all of its terms.
5. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent.
6. **Future Actions.** The Parties agree to cooperate fully to execute and deliver any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
7. **No Acknowledgement of Fault.** It is expressly understood and agreed that this Agreement constitutes a compromise and settlement of disputed claims. By entering into this Agreement, none of the Parties admits liability for any claims that have or could have been asserted by any Party, and all Parties expressly deny any such liability. This Agreement is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any Party to this Agreement.
8. **Severability.** Should any part, term, or provision in this Agreement be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not a part of this Agreement, and all remaining provisions shall remain valid and enforceable.
9. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior or contemporaneous agreements, representations, and understandings between the Parties pertaining to or relating to the subject matter of this Agreement. The Parties shall have no cause of action based on, or remedies arising out of or related to, any agreement, representation, or understanding superseded hereunder.
10. **Successors.** The Parties agree that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Survival and Benefits.** The warranties and representations contained in this Agreement shall survive the completion of any of the performances required hereunder. This Agreement shall be binding upon the Parties and all of their successors, assigns, parent corporations, divisions, and legal representatives.
12. **Modification to Agreement.** This Agreement may not be modified, amended, or terminated except by a written agreement signed by each of the Parties. No failure to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein, or by law or in equity.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.

14. **Forum for Disputes.** Any controversy arising under or relating to this Agreement shall be determined by the Wisconsin Circuit Court for Milwaukee County. The Parties agree not to present any such controversy to any other court or forum. The Parties consent to the jurisdiction of the Wisconsin Circuit Court for Waukesha County.

15. **Enforcement.** In the event that any Party pursues legal action to enforce the terms of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including actual attorneys' fees, incurred or paid in connection therewith, which obligations shall survive this Agreement.

16. **Nondisclosure.** The Parties represent and agree that they shall maintain the terms of this Agreement, and the consideration therefor, entirely confidential, except for complying with Paragraphs 6, 14 and 15 or as necessary in a legal action to enforce this Agreement. Each Party agrees that it shall not publish, publicize, communicate, or disclose or cause to be published, publicized, communicated or disclosed in any manner, information relating to the nonpublic substance or contents of their underlying dispute or this Agreement to any person or persons, unless required by law or to their banks, insurers, accountants, tax preparers or legal counsel to the extent necessary to allow each to provide appropriate advice or service, or as necessary for tax purposes. The Parties may also produce the Agreement pursuant to a court order or subpoena provided that the producing Party provides notice to the other Parties at least three (3) business days prior to any production.

17. **Non-disparagement.** The Parties agree to not make disparaging, harmful and/or negative remarks or comments about each other by any means whatsoever including but not limited to any form of social media, including but not limited to the following: their character; their business(es); business and individual practices; policies (including but not limited to employment practices and policies); and/or their owners/officers/employees/representatives/agents. Any social media postings that pre-date this agreement and which contain disparaging content shall immediately be removed and/or deleted.

18. **Non-Waiver of and Assignment of Claims Against Third-Parties.** In further consideration of the Releases and other valuable consideration agreed upon herein, the Parties hereby agree that this Agreement shall not act as a waiver or extinguishment of any claims which any of the Parties may have against any and all third parties who may be liable for the circumstances which give rise to this agreement, including but not limited to the Milwaukee Police Department and the West Allis Police Department. Rather, Sisson hereby recognizes that those claims may exist and hereby expressly assigns to Sixt any and all such claims that he may otherwise be entitled to pursue. Sisson hereby expressly acknowledges that by entering into this assignment, he will not pursue any such claims but rather assigns to Sixt the sole right to do so.

19. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via email transmission shall have the same force, validity, and effect as the originals thereof.

20. **Warranty of Capacity for Corporation.** The undersigned warrants and represents that he or she has full authority to execute this Agreement on behalf of the entity for which he or she is signing and that he or she has full authority to bind that entity.

The Parties have executed this Agreement by signing below.

Dated: April ____, 2025.

Grahm Sisson

Dated: April 7, 2025.

Sixt Rent a Car

By: _____

Name: Nicholss Go

Title Director of Liability



(561) 226-3600 ext 258
 ar@nationssafedivers.com
 5800 Broken Sound Blvd NW, Boca Raton, FL 33487

Invoice Number:	5875853	Invoice Date:	4/11/25
Case Number:	14854917		
Claim Number:	9307260946	Billing Amount:	589.00
Member Number:	9600091240		Net 30
Producer:	157880		

SIXT RENT A CAR, LLC
 1501 NW 49TH STREET, SUITE 100
 FORT LAUDERDALE FL 33309

Summary

Name:	Kathy Lewis	Purchase Order:	12963245
Vehicle Description:	2024 Jeep Compass	Incident Type:	LDT
VIN:	3C4NJDDN5RT145020	Incident Description:	Light Duty Towing
Odometer:			
Disablement Business Name:	The Dutch Mill Park & Ride in Madison	Loaded Mileage:	81
Disablement Location:	46 Collins Ct Madison WI 53716	Unloaded Mileage:	0
Destination Business Name:		Days In Storage:	0
Destination Location:	4876 S 6th St Milwaukee WI 53221	Storage Per Diem:	-
Delivery Date / Time:	3/26/25		

Details

Dispatch Fee	-
Service Fee	589.00
Initial Tow (Release Fee)	-
Benefit Over Miles Fee	-
Storage Fee	-
Additional Fee (Credit Card Fee)	-
Administration Fee	-
Cleanup Fee	-
Deadhead Mile Fee	-
Dollies Fee	-
Extra Man Fee	-
Extra Truck Fee	-
Flatbed Fee	-
Fuel Fee	-
Garage Fee	-
Hub Tool Fee	-
Jump Start Fee	-
Key Fee	-
Labor Fee	-
Loaded Miles Fee	-
Lockout Fee	-
Material Fee	-
Mileage Fee	-
Out Of Area Fee	-
Police Release Fee	-
Skates Fee	-
Surcharge Fee	-
Tax Fee	-
Tire Change Fee	-
Tire Inflation Fee	-
Title Fee	-
Toll Fee	-
Unloaded Miles Fee	-
Wait Time Fee	-
Wheel Lift Fee	-
Winching Fee	-
Yard Fee	-
Total Amount	589.00

Payment is due within 30 days. Remit Payment to Nation Motor Club, LLC.
 Thank you for your business.

U.S. District Court
Wisconsin Eastern
MAR 17 2025
FILED
Gina M. Colletti, Clerk

COMPLAINT

(for filers who are prisoners without lawyers)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

(Full name of plaintiff(s))

Torrance T Norman

v.

Case Number:

25-C-0402

(Full name of defendant(s))

(to be supplied by Clerk of Court)

Officer's, Hoff #127, Coello #198,
Lazaris #121, Oiden #184, SGT Corwin,
Cooper, CTI Sayer #110, John Does.

A. PARTIES

1. Plaintiff is a citizen of Wisconsin, and is located at
(State)

Milwaukee County Jail 949 N 9th Street Milwaukee, WI
(Address of prison or jail) 53233

(If more than one plaintiff is filing, use another piece of paper.)

2. Defendant Hoff, Coello, Lazaris, Oiden, SGT Corwin, Cooper, Sayer,
John Does. (Name)
is (if a person or private corporation) a citizen of Wisconsin
(State, if known)

Complaint - 1

and (if a person) resides at _____
(Address, if known)

and (if the defendant harmed you while doing the defendant's job)

worked for West Allis Police Department, 11301 W Lincoln Ave, West Allis WI 53227
(Employer's name and address, if known)

(If you need to list more defendants, use another piece of paper.)

B. STATEMENT OF CLAIM

On the space provided on the following pages, tell:

1. Who violated your rights;
2. What each defendant did;
3. When they did it;
4. Where it happened; and
5. Why they did it, if you know.

On 09/20/2023 I was arrested by the West Allis police department, do to an unlawful traffic stop that led to an unconstitutional cavity manual strip search. First I was frisked on scene and then taken to the police department where a formal pat down and search of my clothing took place a second time. After being put into a holding cell, officers John Does surrounded me while in hand cuffs. Unable to defend my self while cuffed officer John Doe unbutton my pants and pulled them down to my ankles. Officer John Doe

then stuck his fingers beneath my under wear as he began to shake and fondle with my testicles and return at the same time searching for contraband. As he fondled he felt the plastic bag that protruded from my anus where I concealed a bag of cocaine for my personal use. Officer John Doe tugged the plastic forcefully snatching it from my anus, as it fell to the ground causing me to bleed from my rectum.

This manual strip cavity search was unconstitutional. I was arrested on unrelated charges nothing to do with drugs that would cause probable cause to assume I possessed contraband. And even if so the officers should have gotten a judge ordered warrant consenting them to do this manual strip cavity search, that would have required a doctor when intrusion of the human body occurs.

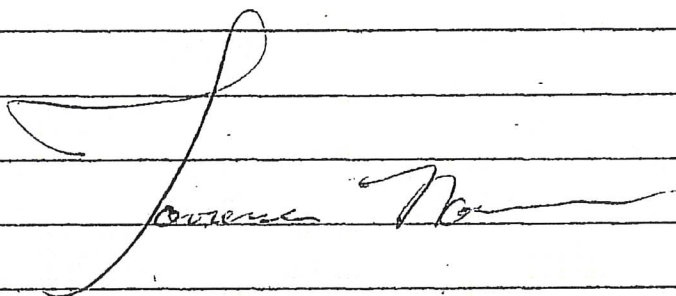
No warrants were judge ordered and I did not give consent. I was handcuffed with my

hands to the back, in fear of my safety if I was to resist or object.

I still have night mares of this incident. I feel as if I was humiliated, physically and sexually assaulted how the officers conducted the search.

To this day I still bleed out of my rectum, im not quite sure of the reason but I didn't experience this problem until the extraction took place.

If proper procedures would have took place by getting a valid search warrant by a judge, then transported me to a hospital where the bag of Cocaine would of been properly extracted without risking the bag busting causing a overdose; I wouldn't be still going through physical and mental pain. May you please look over this matter thank you.



C. JURISDICTION

I am suing for a violation of federal law under 28 U.S.C. § 1331.

OR

I am suing under state law. The state citizenship of the plaintiff(s) is (are) different from the state citizenship of every defendant, and the amount of money at stake in this case (not counting interest and costs) is \$_____.

D. RELIEF WANTED

Describe what you want the Court to do if you win your lawsuit. Examples may include an award of money or an order telling defendants to do something or to stop doing something.

If I win law suit I would like to be compensated \$500,000 in Compensatory damages, and also \$500,000 in punitive damages, do to officers reckless actions Conducting illegal unconstitution Strip/Cavity Search Violating my rights Causing bodily injury and humiliation.

E. JURY DEMAND

I want a jury to hear my case.

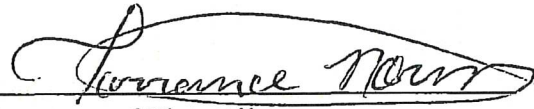
- YES

- NO

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

Complaint signed this 11th day of 03 2025.

Respectfully Submitted,


Signature of Plaintiff

2023013615
Plaintiff's Prisoner ID Number
Terrance Norman #2023013615
Milwaukee County Jail
949 N 9th St
Milwaukee, WI 53233
(Mailing Address of Plaintiff)

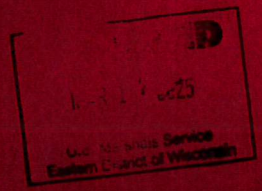
(If more than one plaintiff, use another piece of paper.)

REQUEST TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING THE FULL FILING FEE

I DO request that I be allowed to file this complaint without paying the filing fee. I have completed a Request to Proceed in District Court without Prepaying the Full Filing Fee form and have attached it to the complaint.

I DO NOT request that I be allowed to file this complaint without prepaying the filing fee under 28 U.S.C. § 1915, and I have included the full filing fee with this complaint.

Terrance T Norman #2023043615
Milwaukee County Jail
949 N 9th Street
Milwaukee, WI 53233



Clerk of Court, United States District Court
for the Eastern District of Wisconsin,
517 East Wisconsin Avenue, Room 362,
Milwaukee, WI 53202



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

TORRANCE T. NORMAN,

Plaintiff,

v.

Case No. 25-cv-402-pp

OFFICER HOFF, *et al.*,

Defendants.

**ORDER GRANTING PLAINTIFF'S MOTION FOR LEAVE TO PROCEED
WITHOUT PREPAYING FILING FEE (DKT. NO. 2) AND SCREENING
COMPLAINT UNDER 28 U.S.C. §1915A**

Plaintiff Torrance T. Norman, who is incarcerated at the Milwaukee County Jail and is representing himself, filed a complaint under 42 U.S.C. §1983, alleging that the defendants violated his civil rights. This decision resolves the plaintiff's motion for leave to proceed without prepaying the filing fee, dkt. no. 2, and screens his complaint, dkt. no. 1.

**I. Motion for Leave to Proceed without Prepaying the Filing Fee
(Dkt. No. 2)**

The Prison Litigation Reform Act (PLRA) applies to this case because the plaintiff was incarcerated when he filed his complaint. See 28 U.S.C. §1915(h). The PLRA lets the court allow an incarcerated plaintiff to proceed with his case without prepaying the civil case filing fee. 28 U.S.C. §1915(a)(2). When funds exist, the plaintiff must pay an initial partial filing fee. 28 U.S.C. §1915(b)(1). He then must pay the balance of the \$350 filing fee over time, through deductions from his prisoner account. Id.

On April 28, 2025, the court ordered the plaintiff to pay an initial partial filing fee of \$26.20. Dkt. No. 7. The court received that fee on May 19, 2025. The court will grant the plaintiff's motion for leave to proceed without prepaying the filing fee and will require him to pay remainder of the filing fee over time in the manner explained at the end of this order.

II. Screening the Complaint

A. Federal Screening Standard

Under the PLRA, the court must screen complaints brought by incarcerated persons seeking relief from a governmental entity or officer or employee of a governmental entity. 28 U.S.C. §1915A(a). The court must dismiss a complaint if the incarcerated plaintiff raises claims that are legally “frivolous or malicious,” that fail to state a claim upon which relief may be granted, or that seek monetary relief from a defendant who is immune from such relief. 28 U.S.C. §1915A(b).

In determining whether the complaint states a claim, the court applies the same standard that it applies when considering whether to dismiss a case under Federal Rule of Civil Procedure 12(b)(6). See Cesal v. Moats, 851 F.3d 714, 720 (7th Cir. 2017) (citing Booker-El v. Superintendent, Ind. State Prison, 668 F.3d 896, 899 (7th Cir. 2012)). To state a claim, a complaint must include “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). The complaint must contain enough facts, accepted as true, to “state a claim for relief that is plausible on its face.” Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atlantic Corp. v.

Twombly, 550 U.S. 544, 570 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows a court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Id. (citing Twombly, 550 U.S. at 556).

To state a claim for relief under 42 U.S.C. §1983, a plaintiff must allege that someone deprived him of a right secured by the Constitution or the laws of the United States, and that whoever deprived him of this right was acting under the color of state law. D.S. v. E. Porter Cnty. Sch. Corp., 799 F.3d 793, 798 (7th Cir. 2015) (citing Buchanan–Moore v. County of Milwaukee, 570 F.3d 824, 827 (7th Cir. 2009)). The court construes liberally complaints filed by plaintiffs who are representing themselves and holds such complaints to a less stringent standard than pleadings drafted by lawyers. Cesal, 851 F.3d at 720 (citing Perez v. Fenoglio, 792 F.3d 768, 776 (7th Cir. 2015)).

B. The Plaintiff’s Allegations

The plaintiff alleges that on September 20, 2023, officers of the West Allis Police Department arrested him after what he describes as an unlawful traffic stop. Dkt. No. 1 at 2. He states that he was frisked on the scene and then taken to the police department where officers patted him down and searched his clothes a second time. Id. The plaintiff asserts that he was placed in a holding cell in handcuffs and that John Doe officers surrounded him. Id. Defendant John Doe allegedly unbuttoned the plaintiff’s pants and pulled them down to his ankles; the plaintiff says he was unable to defend himself because his hands were cuffed. Id. The plaintiff states that Officer John Doe then stuck

his fingers beneath the plaintiff's underwear "as he began to shake and fondle with [the plaintiff's] testicles and re[c]tum at the same time searching for contraband." Id. at 2-3. While doing this, Officer Doe allegedly felt "the plastic bag that protruded from [the plaintiff's] anus where [he] concealed a bag of cocaine for [his] personal use." Id. at 3. The plaintiff states that John Doe "tugged the plastic forcefully snatching it from [the plaintiff's] anus, as it fell to the ground causing [the plaintiff] to bleed from [his] rectum." Id.

The plaintiff claims that the strip search was unconstitutional because he was arrested on unrelated charges that had nothing to do with drugs. Id. He states that the officers did not have probable cause to assume he had contraband. Id. He says that the officers should have obtained a warrant authorizing them to do the "manual strip cavity search, that would have required a doctor when intrusion of the human body occurs." Id. He alleges that no warrants were obtained, that he did not consent and that he was handcuffed with his hands behind his back. Id. at 3-4.

The plaintiff states that he feels like he was humiliated, physically assaulted and sexually assaulted. Id. at 4. He states that if he had been properly searched at the hospital, he would not be going through physical and mental pain. Id. The plaintiff says he is still bleeding from his rectum. Id. For relief, he seeks compensatory and punitive damages. Id. at 5.

C. Analysis

The court assumes that the plaintiff was an arrestee or a pretrial detainee during the events described in the complaint. An arrestee or pretrial

detainee's claim of an unreasonable search is reviewed under the Fourth Amendment. Florence v. Bd. of Chosen Freeholders of Cnty. of Burlington, 566 U.S. 318, 326 (2012) (applying the Fourth Amendment to a strip search of a pretrial detainee); Haro v. Porter County, Ind., 129 F.4th 992, 996 (7th Cir. 2025) (arrestee). This is because a detainee or arrestee is not a convicted person who must allege cruel and unusual punishment as required under the Eighth Amendment. Under the applicable Fourth Amendment standard, the detainee must successfully allege only that the search was unreasonable. Brown v. Polk County, Wis., 965 F.3d 534, 538 (7th Cir. 2020). This requires only an objective analysis rather than the dual objective and subjective analysis required under the Eighth Amendment. See Henry v. Hulett, 969 F.3d 769, 781 (7th Cir. 2020).

Every person admitted to the general population of a jail, prison or detention facility may be required to undergo a strip search that includes a visual body cavity search while undressed regardless of the nature of the charges brought against them, including those arrested for minor offenses. Florence, 566 U.S. at 322, 329. "Correctional officials must be permitted to devise reasonable search policies to detect and deter the possession of contraband in their facilities." Id. at 328; see also Bell v. Wolfish, 441 U.S. 520, 546 (1979) ("[M]aintaining institutional security and preserving internal order and discipline are essential goals that may require limitation or retraction of retained constitutional rights of both convicted prisoners and pretrial detainees").

The plaintiff claims that the strip search he underwent in the holding cell at the police department that recovered drugs from his rectum was unlawful because he was arrested only for a traffic violation, not for anything related to drugs. The plaintiff states that a John Doe officer shook and fondled his testicles while searching for contraband. The search the plaintiff describes contrasts with the visual strip searches permitted in Florence because the search the plaintiff describes involved more than just a visual search; he alleges that an officer touched and fondled him. The Court in Florence acknowledged that its holding did not reach searches that involve touching detainees and that there “may be legitimate concerns about the invasiveness of searches that involve the touching of detainees.” Id. at 339. In addition, the plaintiff alleges that his search took place at a police department, not a jail or prison, and he does not allege that he was searched prior to being placed into general population, like the detainee in Florence. Cf. Brown, 965 F.3d at 539 (reasonable suspicion required for individualized visual strip search conducted after an arrest or during the booking process); Haro, 129 F.4th at 996-97 (reasonable suspicion required to single out arrestee for a strip search).

The plaintiff’s allegations regarding the strip search implicate his rights under the Fourth Amendment. He alleges that Officer John Doe conducted the search at the “police department,” which presumably was the West Allis Police Department. The plaintiff has not stated a claim against the other defendants he names in the complaint because he has not included factual allegations against them that amount to a plausible claim for relief. The court will dismiss

the named defendants and allow the plaintiff to proceed on his Fourth Amendment claim against the John Doe officer(s) of the West Allis Police Department who allegedly conducted the strip search.

Because the plaintiff does not know the names of the John Doe defendant(s) he is suing, the court will add West Allis Police Chief Patrick Mitchell as a defendant for the limited purpose of helping the plaintiff identify the names of the defendant(s). See Donald v. Cook Cnty. Sheriff's Dep't, 95 F.3d 548, 556 (7th Cir. 1996). Chief Mitchell does not have to respond to the complaint. After Chief Mitchell's attorney files an appearance in this case, the plaintiff may serve discovery upon Chief Mitchell (by mailing it to his attorney at the address in his notice of appearance) to get information that will help him identify the names of the defendant(s).

For example, the plaintiff may serve interrogatories (written questions) under Federal Rule of Civil Procedure 33 or document requests under Fed. R. Civ. P. 34. Because the plaintiff does not state a claim against Chief Mitchell, his discovery requests must be limited to information or documents that will help him learn the real names of the defendant(s) he is suing. The plaintiff may not ask Chief Mitchell about any other topic, and Chief Mitchell is under no obligation to respond to requests about any other topic.

After the plaintiff learns the names of the person or people whom he alleges violated his constitutional rights, he must file a motion to substitute their names for the Doe placeholder. The court will dismiss Chief Mitchell as a defendant once the plaintiff identifies the defendants' names. After the

defendant(s) have an opportunity to respond to the plaintiff's complaint, the court will set a deadline for discovery. At that point, the plaintiff may use discovery to get the information he believes he needs to prove his claims.

The plaintiff must identify the names of the Doe defendant(s) within sixty days of Chief Mitchell's attorney filing a notice of appearance. If the plaintiff does not do so, or does not explain to the court why he is unable to do so, the court may dismiss his case based on his failure to diligently pursue it. See Civil L. R. 41(c) (E.D. Wis.).

III. Conclusion

The court **GRANTS** the plaintiff's motion for leave to proceed without prepaying the filing fee. Dkt. No. 2.

The court **DISMISSES** defendants Officer Hoff, Officer Coello, Officer Lazaris, Officer Olliden, Sgt. Corwin, Warden Cooper and CTI Sayez.

The court **DIRECTS** the clerk's office to add Patrick Mitchell, West Allis Police Chief, to the docket as a defendant for the limited purpose of helping the plaintiff identify the Doe defendant(s) he is suing.

The court **ORDERS** the U.S. Marshals Service to serve a copy of the complaint and this order on West Allis Police Department Chief Patrick Mitchell under Federal Rule of Civil Procedure 4. Congress requires the U.S. Marshals Service to charge for making or attempting such service. 28 U.S.C. §1921(a). Although Congress requires the court to order service by the U.S. Marshals Service, it has not made any provision for either the court or the U.S. Marshals Service to waive these fees. The current fee for waiver-of-service packages is

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§§0.114(a)(2), (a)(3). The U.S. Marshals Service will give the plaintiff information on how to remit payment. The court is not involved in collection of the fee.

The court **ORDERS** that Chief Mitchell is not required to respond to the plaintiff's complaint, but he must respond to the plaintiff's discovery requests as described in this order.

The court **ORDERS** the plaintiff to identify the real name(s) of the Doe defendant(s) within sixty days of Chief Mitchell appearing in the case. If the plaintiff does not, or does not explain to the court why he is unable to identify their real name(s), the court may dismiss his case based on his failure to diligently pursue it. Civil Local Rule 41(c) (E.D. Wis.).

The court **ORDERS** that the agency that has custody of the plaintiff must collect from his institution trust account the **\$323.80** balance of the filing fee by collecting monthly payments from the plaintiff's prison trust account in an amount equal to 20% of the preceding month's income credited to the plaintiff's trust account and forwarding payments to the Clerk of Court each time the amount in the account exceeds \$10 in accordance with 28 U.S.C. §1915(b)(2). The agency must clearly identify the payments by the case name and number. If the plaintiff transfers to another county, state or federal institution, the transferring institution must forward a copy of this order, along with the plaintiff's remaining balance, to the receiving institution.

The court will send a copy of this order to Office of the Sheriff, Fiscal Operations Rm 224, 821 W. State Street, Milwaukee, WI 53233.

The court **ORDERS** that plaintiffs who are incarcerated at Prisoner E-Filing Program institutions¹ must submit all correspondence and case filings to institution staff, who will scan and e-mail documents to the court. Plaintiffs who are incarcerated at all other prison facilities must submit the original document for each filing to the court to the following address:

Office of the Clerk
United States District Court
Eastern District of Wisconsin
362 United States Courthouse
517 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202

DO NOT MAIL ANYTHING DIRECTLY TO THE JUDGE'S CHAMBERS. It will only delay the processing of the case.

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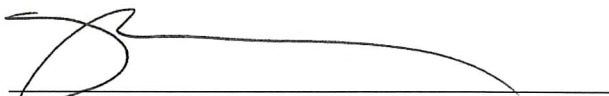
The court will include a guide prepared by court staff to address common questions that arise in cases filed by prisoners. Entitled "Answers to Prisoner

¹ The Prisoner E-Filing Program is mandatory for all individuals incarcerated at Green Bay Correctional Institution, Waupun Correctional Institution, Dodge Correctional Institution, Wisconsin Secure Program Facility, Columbia Correctional Institution, and Oshkosh Correctional Institution.

Litigants' Common Questions," this guide contains information that the plaintiff may find useful in prosecuting his case.

Dated in Milwaukee, Wisconsin, this 12th day of August, 2025.

BY THE COURT:

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a long horizontal line that tapers to the right.

HON. PAMELA PEPPER
Chief United States District Judge

RECEIVED

AUG 18 2025

WEST ALLIS POLICE DEPT

COMPLAINT

(for filers who are prisoners without lawyers)

U.S. District Court
Wisconsin Eastern
MAR 17 2025
FILED
Gina M. Colletti, Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

(Full name of plaintiff(s))

Torrance T Norman

v.

Case Number:

25-C-0402

(Full name of defendant(s))

(to be supplied by Clerk of Court)

Officer's, Hoff #127, Coello #198,
Lazaris #121, Oiden #184, SGT Corwin,
Cooper, CTI Sayer #110, John Does.

A. PARTIES

1. Plaintiff is a citizen of Wisconsin, and is located at
(State)

Milwaukee County Jail 949 N 9th Street Milwaukee, WI
(Address of prison or jail) 53233

(If more than one plaintiff is filing, use another piece of paper.)

2. Defendant Hoff, Coello, Lazaris, Oiden, SGT Corwin, Cooper, Sayer,
John Does. (Name)

is (if a person or private corporation) a citizen of Wisconsin
(State, if known)

and (if a person) resides at _____
(Address, if known)

and (if the defendant harmed you while doing the defendant's job)

worked for West Allis Police Department, 11301 W Lincoln Ave, West Allis WI 53227
(Employer's name and address, if known)

(If you need to list more defendants, use another piece of paper.)

B. STATEMENT OF CLAIM

On the space provided on the following pages, tell:

1. Who violated your rights;
2. What each defendant did;
3. When they did it;
4. Where it happened; and
5. Why they did it, if you know.

On 09/20/2023 I was arrested by the West Allis police department, do to an unlawful traffic stop that led to an unconstitutional cavity manual strip search. First I was frisked on scene and then taken to the police department where a formal pat down and search of my clothing took place a second time. After being put into a holding cell, officers John Does surrounded me while in hand cuffs. Unable to defend my self while cuffed officer John Doe unbutton my pants and pulled them down to my ankles. Officer John Doe

then stuck his fingers beneath my under wear as he began to shake and fondle with my testicles and return at the same time searching for contraband. As he fondled he felt the plastic bag that protruded from my anus where I concealed a bag of cocaine for my personal use. Officer John Doe tugged the plastic forcefully snatching it from my anus, as it fell to the ground causing me to bleed from my rectum.

This manual strip cavity search was unconstitutional. I was arrested on unrelated charges nothing to do with drugs that would cause probable cause to assume I possessed contraband. And even if so the officers should have gotten a judge ordered warrant consenting them to do this manual strip cavity search, that would have required a doctor when intrusion of the human body occurs.

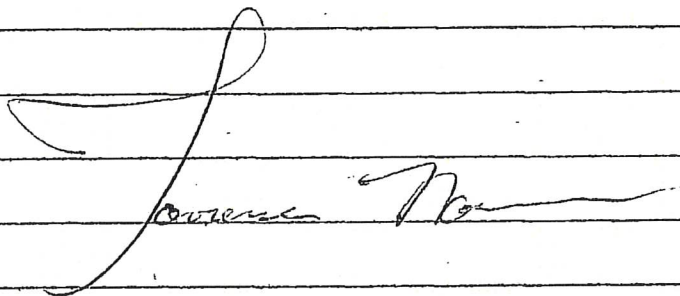
No warrants were judge ordered and I did not give consent. I was handcuffed with my

hands to the back, in fear of my safety if I was to resist or object.

I still have night mares of this incident. I feel as if I was humiliated, physically and sexually assaulted how the officers conducted the search.

To this day I still bleed out of my rectum, im not quite sure of the reason but I didn't experience this problem until the extraction took place.

If proper procedures would have took place by getting a valid search warrant by a judge, then transported me to a hospital where the bag of Cocaine would of been properly extracted without risking the bag busting causing a overdose; I wouldn't be still going through physical and mental pain. May you please look over this matter thank you.



C. JURISDICTION

I am suing for a violation of federal law under 28 U.S.C. § 1331.

OR

I am suing under state law. The state citizenship of the plaintiff(s) is (are) different from the state citizenship of every defendant, and the amount of money at stake in this case (not counting interest and costs) is \$_____.

D. RELIEF WANTED

Describe what you want the Court to do if you win your lawsuit. Examples may include an award of money or an order telling defendants to do something or to stop doing something.

If I win law suit I would like to be compensated \$ 500,000 in Compensatory damages, and also \$500,000 in punitive damages, do to officers reckless actions conducting illegal unconstitution Strip/Cavity Search violating my rights causing bodily injury and humiliation.

E. JURY DEMAND

I want a jury to hear my case.

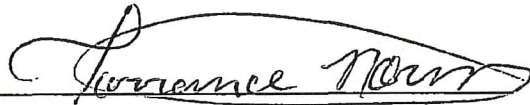
- YES

- NO

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

Complaint signed this 11th day of 03 2025.

Respectfully Submitted,



Signature of Plaintiff

2023013615

Plaintiff's Prisoner ID Number

Terrance Norman #2023013615

Milwaukee County Jail

949 N 9th St

Milwaukee, WI 53233

(Mailing Address of Plaintiff)

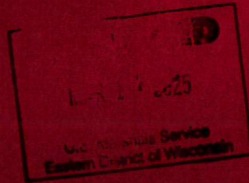
(If more than one plaintiff, use another piece of paper.)

REQUEST TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING THE FULL FILING FEE

I DO request that I be allowed to file this complaint without paying the filing fee. I have completed a Request to Proceed in District Court without Prepaying the Full Filing Fee form and have attached it to the complaint.

I DO NOT request that I be allowed to file this complaint without prepaying the filing fee under 28 U.S.C. § 1915, and I have included the full filing fee with this complaint.

Torrance T Norman #2023043615
Milwaukee County Jail
949 N 9th Street
Milwaukee, WI 53233



Clerk of Court, United States District Court
for the Eastern District of Wisconsin
517 East Wisconsin Avenue, Room 362,
Milwaukee, WI 53202



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

TORRANCE T. NORMAN,

Plaintiff,

v.

Case No. 25-cv-402-pp

OFFICER HOFF, *et al.*,

Defendants.

**ORDER GRANTING PLAINTIFF'S MOTION FOR LEAVE TO PROCEED
WITHOUT PREPAYING FILING FEE (DKT. NO. 2) AND SCREENING
COMPLAINT UNDER 28 U.S.C. §1915A**

Plaintiff Torrance T. Norman, who is incarcerated at the Milwaukee County Jail and is representing himself, filed a complaint under 42 U.S.C. §1983, alleging that the defendants violated his civil rights. This decision resolves the plaintiff's motion for leave to proceed without prepaying the filing fee, dkt. no. 2, and screens his complaint, dkt. no. 1.

**I. Motion for Leave to Proceed without Prepaying the Filing Fee
(Dkt. No. 2)**

The Prison Litigation Reform Act (PLRA) applies to this case because the plaintiff was incarcerated when he filed his complaint. See 28 U.S.C. §1915(h). The PLRA lets the court allow an incarcerated plaintiff to proceed with his case without prepaying the civil case filing fee. 28 U.S.C. §1915(a)(2). When funds exist, the plaintiff must pay an initial partial filing fee. 28 U.S.C. §1915(b)(1). He then must pay the balance of the \$350 filing fee over time, through deductions from his prisoner account. Id.

On April 28, 2025, the court ordered the plaintiff to pay an initial partial filing fee of \$26.20. Dkt. No. 7. The court received that fee on May 19, 2025. The court will grant the plaintiff's motion for leave to proceed without prepaying the filing fee and will require him to pay remainder of the filing fee over time in the manner explained at the end of this order.

II. Screening the Complaint

A. Federal Screening Standard

Under the PLRA, the court must screen complaints brought by incarcerated persons seeking relief from a governmental entity or officer or employee of a governmental entity. 28 U.S.C. §1915A(a). The court must dismiss a complaint if the incarcerated plaintiff raises claims that are legally “frivolous or malicious,” that fail to state a claim upon which relief may be granted, or that seek monetary relief from a defendant who is immune from such relief. 28 U.S.C. §1915A(b).

In determining whether the complaint states a claim, the court applies the same standard that it applies when considering whether to dismiss a case under Federal Rule of Civil Procedure 12(b)(6). See Cesal v. Moats, 851 F.3d 714, 720 (7th Cir. 2017) (citing Booker-El v. Superintendent, Ind. State Prison, 668 F.3d 896, 899 (7th Cir. 2012)). To state a claim, a complaint must include “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). The complaint must contain enough facts, accepted as true, to “state a claim for relief that is plausible on its face.” Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atlantic Corp. v.

Twombly, 550 U.S. 544, 570 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows a court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Id. (citing Twombly, 550 U.S. at 556).

To state a claim for relief under 42 U.S.C. §1983, a plaintiff must allege that someone deprived him of a right secured by the Constitution or the laws of the United States, and that whoever deprived him of this right was acting under the color of state law. D.S. v. E. Porter Cnty. Sch. Corp., 799 F.3d 793, 798 (7th Cir. 2015) (citing Buchanan–Moore v. County of Milwaukee, 570 F.3d 824, 827 (7th Cir. 2009)). The court construes liberally complaints filed by plaintiffs who are representing themselves and holds such complaints to a less stringent standard than pleadings drafted by lawyers. Cesal, 851 F.3d at 720 (citing Perez v. Fenoglio, 792 F.3d 768, 776 (7th Cir. 2015)).

B. The Plaintiff’s Allegations

The plaintiff alleges that on September 20, 2023, officers of the West Allis Police Department arrested him after what he describes as an unlawful traffic stop. Dkt. No. 1 at 2. He states that he was frisked on the scene and then taken to the police department where officers patted him down and searched his clothes a second time. Id. The plaintiff asserts that he was placed in a holding cell in handcuffs and that John Doe officers surrounded him. Id. Defendant John Doe allegedly unbuttoned the plaintiff’s pants and pulled them down to his ankles; the plaintiff says he was unable to defend himself because his hands were cuffed. Id. The plaintiff states that Officer John Doe then stuck

his fingers beneath the plaintiff's underwear "as he began to shake and fondle with [the plaintiff's] testicles and re[c]tum at the same time searching for contraband." Id. at 2-3. While doing this, Officer Doe allegedly felt "the plastic bag that protruded from [the plaintiff's] anus where [he] concealed a bag of cocaine for [his] personal use." Id. at 3. The plaintiff states that John Doe "tugged the plastic forcefully snatching it from [the plaintiff's] anus, as it fell to the ground causing [the plaintiff] to bleed from [his] rectum." Id.

The plaintiff claims that the strip search was unconstitutional because he was arrested on unrelated charges that had nothing to do with drugs. Id. He states that the officers did not have probable cause to assume he had contraband. Id. He says that the officers should have obtained a warrant authorizing them to do the "manual strip cavity search, that would have required a doctor when intrusion of the human body occurs." Id. He alleges that no warrants were obtained, that he did not consent and that he was handcuffed with his hands behind his back. Id. at 3-4.

The plaintiff states that he feels like he was humiliated, physically assaulted and sexually assaulted. Id. at 4. He states that if he had been properly searched at the hospital, he would not be going through physical and mental pain. Id. The plaintiff says he is still bleeding from his rectum. Id. For relief, he seeks compensatory and punitive damages. Id. at 5.

C. Analysis

The court assumes that the plaintiff was an arrestee or a pretrial detainee during the events described in the complaint. An arrestee or pretrial

detainee's claim of an unreasonable search is reviewed under the Fourth Amendment. Florence v. Bd. of Chosen Freeholders of Cnty. of Burlington, 566 U.S. 318, 326 (2012) (applying the Fourth Amendment to a strip search of a pretrial detainee); Haro v. Porter County, Ind., 129 F.4th 992, 996 (7th Cir. 2025) (arrestee). This is because a detainee or arrestee is not a convicted person who must allege cruel and unusual punishment as required under the Eighth Amendment. Under the applicable Fourth Amendment standard, the detainee must successfully allege only that the search was unreasonable. Brown v. Polk County, Wis., 965 F.3d 534, 538 (7th Cir. 2020). This requires only an objective analysis rather than the dual objective and subjective analysis required under the Eighth Amendment. See Henry v. Hulett, 969 F.3d 769, 781 (7th Cir. 2020).

Every person admitted to the general population of a jail, prison or detention facility may be required to undergo a strip search that includes a visual body cavity search while undressed regardless of the nature of the charges brought against them, including those arrested for minor offenses. Florence, 566 U.S. at 322, 329. "Correctional officials must be permitted to devise reasonable search policies to detect and deter the possession of contraband in their facilities." Id. at 328; see also Bell v. Wolfish, 441 U.S. 520, 546 (1979) ("[M]aintaining institutional security and preserving internal order and discipline are essential goals that may require limitation or retraction of retained constitutional rights of both convicted prisoners and pretrial detainees").

The plaintiff claims that the strip search he underwent in the holding cell at the police department that recovered drugs from his rectum was unlawful because he was arrested only for a traffic violation, not for anything related to drugs. The plaintiff states that a John Doe officer shook and fondled his testicles while searching for contraband. The search the plaintiff describes contrasts with the visual strip searches permitted in Florence because the search the plaintiff describes involved more than just a visual search; he alleges that an officer touched and fondled him. The Court in Florence acknowledged that its holding did not reach searches that involve touching detainees and that there “may be legitimate concerns about the invasiveness of searches that involve the touching of detainees.” Id. at 339. In addition, the plaintiff alleges that his search took place at a police department, not a jail or prison, and he does not allege that he was searched prior to being placed into general population, like the detainee in Florence. Cf. Brown, 965 F.3d at 539 (reasonable suspicion required for individualized visual strip search conducted after an arrest or during the booking process); Haro, 129 F.4th at 996-97 (reasonable suspicion required to single out arrestee for a strip search).

The plaintiff’s allegations regarding the strip search implicate his rights under the Fourth Amendment. He alleges that Officer John Doe conducted the search at the “police department,” which presumably was the West Allis Police Department. The plaintiff has not stated a claim against the other defendants he names in the complaint because he has not included factual allegations against them that amount to a plausible claim for relief. The court will dismiss

the named defendants and allow the plaintiff to proceed on his Fourth Amendment claim against the John Doe officer(s) of the West Allis Police Department who allegedly conducted the strip search.

Because the plaintiff does not know the names of the John Doe defendant(s) he is suing, the court will add West Allis Police Chief Patrick Mitchell as a defendant for the limited purpose of helping the plaintiff identify the names of the defendant(s). See Donald v. Cook Cnty. Sheriff's Dep't, 95 F.3d 548, 556 (7th Cir. 1996). Chief Mitchell does not have to respond to the complaint. After Chief Mitchell's attorney files an appearance in this case, the plaintiff may serve discovery upon Chief Mitchell (by mailing it to his attorney at the address in his notice of appearance) to get information that will help him identify the names of the defendant(s).

For example, the plaintiff may serve interrogatories (written questions) under Federal Rule of Civil Procedure 33 or document requests under Fed. R. Civ. P. 34. Because the plaintiff does not state a claim against Chief Mitchell, his discovery requests must be limited to information or documents that will help him learn the real names of the defendant(s) he is suing. The plaintiff may not ask Chief Mitchell about any other topic, and Chief Mitchell is under no obligation to respond to requests about any other topic.

After the plaintiff learns the names of the person or people whom he alleges violated his constitutional rights, he must file a motion to substitute their names for the Doe placeholder. The court will dismiss Chief Mitchell as a defendant once the plaintiff identifies the defendants' names. After the

defendant(s) have an opportunity to respond to the plaintiff's complaint, the court will set a deadline for discovery. At that point, the plaintiff may use discovery to get the information he believes he needs to prove his claims.

The plaintiff must identify the names of the Doe defendant(s) within sixty days of Chief Mitchell's attorney filing a notice of appearance. If the plaintiff does not do so, or does not explain to the court why he is unable to do so, the court may dismiss his case based on his failure to diligently pursue it. See Civil L. R. 41(c) (E.D. Wis.).

III. Conclusion

The court **GRANTS** the plaintiff's motion for leave to proceed without prepaying the filing fee. Dkt. No. 2.

The court **DISMISSES** defendants Officer Hoff, Officer Coello, Officer Lazaris, Officer Oliden, Sgt. Corwin, Warden Cooper and CTI Sayez.

The court **DIRECTS** the clerk's office to add Patrick Mitchell, West Allis Police Chief, to the docket as a defendant for the limited purpose of helping the plaintiff identify the Doe defendant(s) he is suing.

The court **ORDERS** the U.S. Marshals Service to serve a copy of the complaint and this order on West Allis Police Department Chief Patrick Mitchell under Federal Rule of Civil Procedure 4. Congress requires the U.S. Marshals Service to charge for making or attempting such service. 28 U.S.C. §1921(a). Although Congress requires the court to order service by the U.S. Marshals Service, it has not made any provision for either the court or the U.S. Marshals Service to waive these fees. The current fee for waiver-of-service packages is

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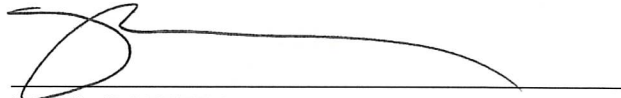
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Litigants' Common Questions," this guide contains information that the plaintiff may find useful in prosecuting his case.

Dated in Milwaukee, Wisconsin, this 12th day of August, 2025.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'P. Pepper', written over a horizontal line.

HON. PAMELA PEPPER
Chief United States District Judge

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Jason Andujar Plaintiff v. Detective French, et al. Defendant Civil Action No. 24-CV-1509

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Detective French (Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: September 16, 2025

Signature of the attorney or unrepresented party

Jason Andujar Printed name

Address

E-mail address

Telephone number

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Jason Andujar Plaintiff v. Detective French, et al. Defendant Civil Action No. 24-CV-1509

WAIVER OF THE SERVICE OF SUMMONS

To: Jason Andujar (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from September 16, 2025, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Detective French Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

Jason Andujar

Plaintiff(s),

v.

Case No. 24-CV-1509

Detective French

Defendant(s).

CONSENT TO PROCEED BEFORE A MAGISTRATE JUDGE

This form must be filed with the Clerk of Court within 21 days of receipt. Although choosing to have your case decided by a magistrate judge is optional and refusal will not have adverse substantive consequences, the timely return of this completed form is mandatory.

If you do not consent to a magistrate judge hearing your case, a district judge will hear your case. Aside from cases subject to the Prison Litigation Reform Act, magistrate judges in this district generally play no further role in civil cases pending before district judges and do not issue reports and recommendations.

Magistrate judges do not conduct felony trials, and therefore felony trials do not interfere with scheduling and processing of cases before magistrate judges.

Check one:

- The undersigned attorney of record or pro se litigant **consents** to have Magistrate Judge Nancy Joseph conduct all proceedings in this case, including a bench or jury trial, and enter final judgment in accordance with 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73(b).
- The undersigned attorney of record or pro se litigant **refuses** to have a magistrate judge enter final judgment in this matter.

Signed this ____ day of _____, _____.

(date) (month) (year)

Signature of counsel of record or pro se litigant

- Plaintiff / petitioner (attorney or pro se litigant)
- Defendant / respondent (attorney or pro se litigant)
- Other party

ASSIGNMENT OF CIVIL CASES
EASTERN DISTRICT OF WISCONSIN

At the time a new civil action is filed, it is assigned by random selection to either a district judge or a magistrate judge in accordance with the local rules. Pursuant to the provisions of 28 U.S.C. §636(c) and Rule 73 of the Federal Rules of Civil Procedure, a United States Magistrate Judge may, with the consent of the parties, conduct all proceedings in this civil action, including a bench or jury trial and order the entry of judgment. The statute provides for direct appeal to the U.S. Court of Appeals for the Seventh Circuit.

Once the assigned district or magistrate judge has been selected, the local rules of this district require that each party to the action receive a copy of the “consent form.” Each party shall complete the form and file it with the Clerk of Court **within 21 days** after its receipt.

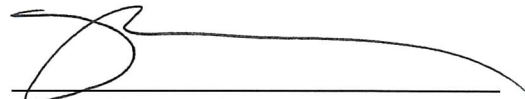
If this case has been randomly assigned to a **district judge** and all parties consent to have the magistrate judge conduct all proceedings in the case, the district judge may enter an order transferring the case to the magistrate judge.

If this case has been randomly assigned to a **magistrate judge** and not all parties consent, then the case will be reassigned by random selection to a district judge. If all parties consent, the magistrate judge will conduct all proceedings in the action.

While the decision to consent or not to consent to the exercise of jurisdiction by the magistrate judge is entirely voluntary, the duty to respond to this order is **mandatory**. Your response shall be made to the Clerk of Court only on the form on the reverse side of this notice.

IT IS THEREFORE ORDERED, that you complete this form and file it with the Clerk of Court within **twenty-one (21) days** from receipt.

UNITED STATES DISTRICT COURT



Honorable Pamela Pepper,
Chief Judge

(Rev. 11/25/2019)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

JASON ANDUJAR,

Plaintiff,

v.

SGT. PETER BORREE and CITY OF
WEST ALLIS POLICE DEPARTMENT,

Defendants.

Case No. 24-CV-1509-JPS

ORDER

Plaintiff Jason Andujar, a prisoner confined at New Lisbon Correctional Institution, filed a pro se complaint under 42 U.S.C. § 1983 alleging that his constitutional rights were violated. ECF No. 1. On July 25, 2025, Magistrate Judge Nancy Joseph screened the amended complaint pursuant to 28 U.S.C. § 1915A(a) and issued a report and recommendation to allow certain claims to proceed and to dismiss other defendants. ECF No. 13. Specifically, the report made the following three recommendations: (1) the City of West Allis Police Department and Sgt. Peter Borree be dismissed as defendants; (2) the Clerk of Court add John and Jane Doe Stopping Officers; John or Jane Doe Vehicle Officer; and John and Jane Doe Interrogating Officers to the caption as placeholders for the unidentified defendants; and (3) the case be returned to Magistrate Judge Nancy Joseph for further proceedings. The time for objecting to the recommendation has passed and no objection has been received. *See* Fed. R. Civ. P. 72; Gen. L.R. 72(c).

The Court has considered the recommendation and, in light of its agreement with Magistrate Judge Joseph's analysis and without objection from Plaintiff, will adopt it with the minor alteration to have the Clerk of Court add Defendant Detective French to the caption. Plaintiff's initial complaint named Defendant Detective French; however, his amended complaint does not. *Compare* ECF No. 1 at 1 *with* ECF No. 11 at 1. This omission appears to one of inadvertence as opposed to intentional; Plaintiff specifically mentions allegations that Detective French denied him the ability to speak to a lawyer and further seeks relief from Detective French. The Court therefore liberally construes the amended complaint to include Detective French as a defendant. The Court will therefore order service on Defendant French and Plaintiff may seek discovery from Detective French in order to identify the remaining Doe defendants.

Accordingly,

IT IS ORDERED that Magistrate Judge Nancy Joseph's report and recommendation, ECF No. 13, be and the same is hereby **ADOPTED** with the alteration described above;

IT IS FURTHER ORDERED that the City of West Allis Police Department and Sgt. Peter Borree be dismissed as defendants;

IT IS FURTHER ORDERED that the Clerk of Court add John and Jane Doe Stopping Officers; John or Jane Doe Vehicle Officer; and John and Jane Doe Interrogating Officers to the caption as placeholders for the unidentified defendants;

IT IS FURTHER ORDERED that the Clerk of Court add Detective French as a defendant;

IT IS FURTHER ORDERED that the U.S. Marshals Service shall serve a copy of the amended complaint, ECF No. 11, the Report and

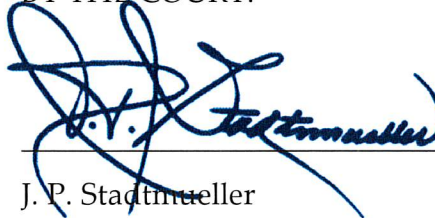
Recommendation, EF No. 13, and this Order upon Defendant **Detective French** pursuant to Federal Rule of Civil Procedure 4. Plaintiff is advised that Congress requires the U.S. Marshals Service to charge for making or attempting such service. 28 U.S.C. § 1921(a). Although Congress requires the Court to order service by the U.S. Marshals Service, it has not made any provision for these fees to be waived either by the Court or by the U.S. Marshals Service. The current fee for waiver-of-service packages is \$8.00 per item mailed. The full fee schedule is provided at 28 C.F.R. §§ 0.114(a)(2), (a)(3). The U.S. Marshals Service will give Plaintiff information on how to remit payment. The Court is not involved in collection of the fee;

IT IS FURTHER ORDERED that Defendant **French** shall file a responsive pleading to the amended complaint; and

IT IS FURTHER ORDERED that the case be returned to Magistrate Judge Nancy Joseph for further proceedings.

Dated at Milwaukee, Wisconsin, this 15th day of September, 2025.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "J.P. Stadtmueller", is written over a horizontal line. The signature is stylized and somewhat cursive.

J. P. Stadtmueller
U.S. District Judge

NT

AMENDED COMPLAINT
(for filers who are prisoners without lawyers)

CLERK USDC EDWI
FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

2025 APR 25 P 1:47

(Full name of plaintiff)

Jason Andujar

v.

Case Number:

(Full name of defendant(s))

24-CV-1509

(to be supplied by Clerk of Court)

City of West Allis

Police Dept.

SGT. Peter Borrae

A. PARTIES

1. Plaintiff is a citizen of Wisconsin, and is located at
(State)

8885 S 68th St Franklin, WI 53132
(Address of prison or jail)

2. Defendant SGT. Peter Borrae
(Name)

is (if a person or private corporation) a citizen of Wisconsin
(State, if known)

Amended Complaint - 1

and (if a person) resides at _____
(Address, if known)

and (if the defendant harmed you while doing the defendant's job)

worked for West allis police Dept.
(Employer's name and address, if known)

(If you need to list more defendants, use another piece of paper.)

B. STATEMENT OF CLAIM

On the space provided on the following pages, tell:

1. Who violated your rights;
2. What each defendant did;
3. When they did it;
4. Where it happened; and
5. Why they did it, if you know.

On March 11th 2024 at around 3:00pm
I had arun in with another civilian, which
caused the police to become involved. When
headed to the police station to give my
complaint in regards to the situation
I was blocked 50 feet from the entrance
due to the fact the other civilian had
already submitted a complaint about
our encounter. Where my right were
violated was the officer behind me
and the othe two who blocked me never

turned on the Emergency lights or sirens as
in an initial traffic stop, Although I already
was at a complete stop in the turning lane
toward the main entrance to the PD Station
this was about 4 or 5 pm 03/11/24 should all
be on the PD building cameras when another
squad car comes from behind the parking lot
over the meridian and crashes my SUV
causing damages to my vehicle and neck and
back injuries which I have been being treated
for at the CRC facility I'm held at.
Also no crash report was made for this
accident at all as if it never happened
I wasn't offered medical assistance either.
it was a head on collision without
regards for my life. Not sure of officers
names it was so many of them trying
to cover it all up please request
building's front camera. Detective
French interrogated me After I asked to



Contact my insurance for a lawyer which I was denied to do so. I asked many times multiple different officers this also on camera and they kept giving me the run around, Also a violation of my civil rights. Not only that I was held at gun point and almost killed even though a Lieutenant was telling the officers they had too many guns out this also on body cam's please help me with this situation and see that my civil rights have been violated and police misconduct and Abuse of power was taking place on this day 03/11/24

C. JURISDICTION

I am suing for a violation of federal law under 28 U.S.C. § 1331.

OR

I am suing under state law. The state citizenship of the plaintiff is different from the state citizenship of every defendant, and the amount of money at stake in this case (not counting interest and costs) is \$600,000.

D. RELIEF WANTED

Describe what you want the Court to do if you win your lawsuit. Examples may include an award of money or an order telling defendants to do something or to stop doing something.

I would like the officers involved terminated for putting my life at stake and Detective ~~frantz~~ terminated for violating my civil rights not letting me call my insurance for a lawyer and payment of 600000 for total loss of vehicle and injury

E. JURY DEMAND

I want a jury to hear my case.

- YES

- NO

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

Complaint signed this 20 day of April 2025.

Respectfully Submitted,

Jason Andujia
Signature of Plaintiff

2024 004423
Plaintiff's Prisoner ID Number

8885 S 68th St

Franklin, WA 98132
(Mailing Address of Plaintiff)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

JASON ANDUJAR,

Plaintiff,

v.

Case No. 24-CV-1509

**SGT. PETER BORREE, and
CITY OF WEST ALLIS POLICE DEPT.,**

Defendants.

REPORT AND RECOMMENDATION

Plaintiff Jason Andujar, who is incarcerated at Dodge Correctional Institution and representing himself, filed a complaint under 42 U.S.C. § 1983 alleging that the defendants violated his constitutional rights. (Docket # 1.) On April 4, 2025, the court screened Andujar's complaint and found it failed to state a claim upon which relief may be granted. (Docket # 10.) However, the court afforded Andujar an opportunity to amend his complaint. On April 25, 2025, Andujar filed an amended complaint. (Docket # 11.)

Because not all parties have had the opportunity to consent to magistrate judge jurisdiction, this court cannot "resolve the case finally." *See Coleman v. Labor & Indus. Review Comm'n*, 860 F.3d 461, 475 (7th Cir. 2017). The clerk of court shall therefore randomly refer this matter to a district judge for consideration of the recommendations outlined below.

1. Federal Screening Standard

Under the PLRA, the court must screen complaints brought by prisoners seeking relief from a governmental entity or officer or employee of a governmental entity. 28 U.S.C. § 1915A(a). The court must dismiss a complaint if the prisoner raises claims that are legally

“frivolous or malicious,” that fail to state a claim upon which relief may be granted, or that seek monetary relief from a defendant who is immune from such relief. 28 U.S.C. § 1915A(b).

In determining whether the complaint states a claim, the court applies the same standard that applies to dismissals under Fed. R. Civ. P. 12(b)(6). *See Cesal v. Moats*, 851 F.3d 714, 720 (7th Cir. 2017) (citing *Booker-El v. Superintendent, Ind. State Prison*, 668 F.3d 896, 899 (7th Cir. 2012)). To state a claim, a complaint must include “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). The complaint must contain enough facts, accepted as true, to “state a claim for relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows a court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (citing *Twombly*, 550 U.S. at 556).

To state a claim for relief under 42 U.S.C. § 1983, a plaintiff must allege that someone deprived him of a right secured by the Constitution or the laws of the United States, and that whoever deprived him of this right was acting under color of state law. *D.S. v. E. Morris Cty. Sch. Corp.*, 799 F.3d 793, 798 (7th Cir. 2015) (citing *Buchanan–Moore v. Cty. of Milwaukee*, 570 F.3d 824, 827 (7th Cir. 2009)). The court construes *pro se* complaints liberally and holds them to a less stringent standard than pleadings drafted by lawyers. *Cesal*, 851 F.3d at 720 (citing *Perez v. Fenoglio*, 792 F.3d 768, 776 (7th Cir. 2015)).

2. Andujar’s Allegations

Andujar alleges that on March 11, 2024, he “had a run in with another civilian, which caused the police to become involved.” (Docket # 11 at 2.) He went to the West Allis Police Department to file a complaint, but when he got there, he “was blocked 50 feet from the

entrance due to the fact the other civilian had already submitted a complaint about our encounter.” (*Id.*) He states he does not know the identity of the officers who stopped him, but he alleges that they did not turn on their sirens or emergency lights to indicate that it was a traffic stop. (*Id.* at 2–3.) Then, “another squad car comes from behind the parking lot over the median and crashes [into] my SUV” causing damages to his SUV and a back injury. (*Id.* at 3.) He was detained and interrogated by Detective French, who denied his requests for a lawyer. (Docket # 11 at 3–4.) He also asked “multiple different officers” for a lawyer, but they ignored his request. (*Id.* at 4.)

3. *Analysis*

At the outset, while Andujar lists the City of West Allis Police Department as a defendant, he cannot proceed on a claim against it. Section 1983 allows a plaintiff to sue a “person” who, acting under color of law, violates his constitutional rights. The West Allis Police Department is not a person. There are some circumstances where a municipality can be sued under § 1983. *See Monell v. Dept. of Social Servs. of City of New York*, 436 U.S. 658 (1978). For the West Allis Police Department, Fed. R. Civ. P. 17(b) states that defendants in a federal lawsuit must have the legal capacity to be sued. State law determines an entity’s capacity to be sued. *Webb v. Franklin County Jail*, Case No. 160cv01284, 2017 WL 914736, at *2 (S.D. Ill. Mar. 8, 2017). Under Wisconsin law, the West Allis Police Department “is not a legal entity separable from the county government which it serves,” and is therefore not subject to suit under § 1983. *Whiting v. Marathon County Sherriff’s Dept.*, 382 F.3d 700, 704 (7th Cir. 2004). Andujar additionally lists Sgt. Peter Borree as a defendant, but he does not include any allegations against him. As such, he should be dismissed as well.

Andujar claims that he was illegally stopped, was subject to excessive force, and denied his right to an attorney. Regarding the stop, a police officer cannot stop individuals without “reasonable articulable suspicion” that a crime has happened, is about to happen, or is happening. *Huff v. Reichert*, 744 F.3d 999, 1004 (7th Cir. 2014). Andujar does not provide much detail about the cause for the stop other than stating that the person he had an altercation with gave their statement and complaint before him. Because I do not know the nature of the statement or complaint given to the police, I will allow Andujar to proceed on a Fourth Amendment unlawful stop claim against the defendant police officers who stopped him, who I will label as John and Jane Doe Stopping Officers.

Turning to Andujar’s claim for excessive force, the court examines an excessive force claim under the Fourth Amendment’s objective reasonableness standard. *Dawson v. Brown*, 803 F.3d 829, 833 (7th Cir. 2015). “Whether a police officer used excessive force is analyzed from the perspective of a reasonable officer under the circumstances, rather than examining the officer’s actions in hindsight.” *Id.* The court considers several relevant factors “including the severity of the crime; whether the suspect posed an immediate threat to the officers or others; whether the suspect was resisting or evading arrest; whether the individual was under arrest or suspected of committing a crime; whether the individual was armed; and whether the person was interfering or attempting to interfere with the officer’s duties.” *Id.* Ultimately, the court should “determine ‘whether the force used to seize the suspect was excessive in relation to the danger he posed . . . if left unattended.’” *Id.* (quoting *Padula v. Leimbach*, 656 F.3d 595, 602 (7th Cir. 2011)). Andujar alleges that a police officer in a vehicle slammed into his SUV for no apparent reason after he was already stopped outside the police station. At

this point, he may proceed on a Fourth Amendment excessive force claim against this police officer, who I will label as John or Jane Doe Vehicle Officer.

As to Andujar's claim he was denied the ability to speak to an attorney by defendant French when he was interrogating Andujar, the Seventh Circuit has held that "[r]estrictions on a detainee's telephone privileges that prevented him from contacting his attorney violate the Sixth Amendment right to counsel." *Murphy v. Walker*, 51 F.3d 714, 718 (7th Cir. 1995) (citing *Tucker v. Randall*, 948 F.2d 388, 390–91 (7th Cir. 1991)). Here, Andujar alleges that defendant French and other John and Jane Doe Interrogating Officers did not allow him to call his lawyer. For the purposes of screening, this is sufficient to state a Sixth Amendment claim.

Andujar states claims against three sets of John and Jane Doe Defendants: the Stopping Officers, the Vehicle Officer, and the Interrogating Officers. If the district court accepts this court's recommendation and allows Andujar to proceed on the above-mentioned claims against the Doe defendants, Andujar will have to send the named defendant discovery requests to identify the real names of the Doe defendants. Once the named defendant answers the complaint, the court will issue a scheduling order providing more information about identifying the Doe defendant.

IT IS THEREFORE RECOMMENDED that:

- The City of West Allis Police Department and Sgt. Peter Borree be dismissed as defendants.
- The Clerk of Court add John and Jane Doe Stopping Officers; John or Jane Doe Vehicle Officer; and John and Jane Doe Interrogating Officers to the caption as placeholders for the unidentified defendants.
- The case be returned to Magistrate Judge Nancy Joseph for further proceedings.

IT IS FURTHER ORDERED that E-Filing Program institutions¹ must submit all correspondence and case filings to institution staff, who will scan and e-mail documents to the court. Plaintiffs who are inmates at all other prison facilities must submit the original document for each filing to the court to the following address:

Office of the Clerk
517 E. Wisconsin Avenue, Room 362
Milwaukee, Wisconsin 53202

PLEASE DO NOT MAIL ANYTHING DIRECTLY TO THE JUDGE'S CHAMBERS. It will only delay the processing of the matter.

Andujar is further advised that failure to make a timely submission may result in the dismissal of this case for failure to diligently pursue it. In addition, the parties must notify the Clerk of Court of any change of address. Andujar is reminded that it is his responsibility to promptly notify the court if he is released from custody or transferred to a different institution. Andujar's failure to keep the court advised of his whereabouts may result in the dismissal of this case without further notice.

Your attention is directed to 28 U.S.C. § 636(b)(1)(B) and (C), Fed. R. Civ. P. 72(b)(2), and E.D. Wis. Gen. L. R. 72(c), whereby written objections to any recommendation herein, or part thereof, may be filed within fourteen days of entry of this recommendation. Failure to file a timely objection with the district judge shall result in a waiver of your right to appeal.

¹ The Prisoner E-Filing Program is mandatory for all inmates of Green Bay Correctional Institution, Waupun Correctional Institution, Dodge Correctional Institution, Wisconsin Secure Program Facility, Columbia Correctional Institution, and Oshkosh Correctional Institution.

Dated at Milwaukee, Wisconsin this 25th day of July, 2025.

BY THE COURT:

A handwritten signature in black ink that reads "Nancy Joseph". The signature is written in a cursive style with a long horizontal flourish extending to the right.

NANCY JOSEPH

United States Magistrate Judge

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

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



D O W N T O W N *West Allis* **BID**



2025 Annual Report *2026 Operating Plan*

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

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

This document forms the business plan of
Downtown West Allis Business Improvement District, managed by Downtown West Allis, Inc.
It will be used to document operations that show that our downtown is the hub that connects retail and service
businesses with events, entertainment and residential opportunities. It is vibrant and
progressive – serving visitors and community members who live, work, shop and play here.

A Main Street Community since 2001

DOWNTOWN *West Allis* BID

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A MAIN STREET COMMUNITY

A 501(c) NON-PROFIT CORPORATION



BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND

WELCOMES COMMUNITY INVOLVEMENT

Downtown West Allis Business Improvement District Boundaries

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



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

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

Vision Statement: We envision a West Allis Downtown that

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

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



DOWNTOWN WEST ALLIS A DESIGNATED MAIN STREET COMMUNITY

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



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

2025 DWABID and DWA, Inc. Board of Directors Name-Title-Address

Alex Geiger – DWABID President Model Empire (7116 W. Greenfield Ave)	Don Falk - DWABID Vice-President B & K Bar Supplies (7100 W. Greenfield Ave)
Douglas Persich - DWA, Inc. President	Tom Miller - DWA, Inc. Vice-President Steakhouse 100 (7244 W. Greenfield Ave)
Barbara Jones - DWABID Treasurer Peoples State Bank (10725 W. National Ave)	Timothy Klare - DWA, Inc. Treasurer
Gloria Hawkins - DWABID & DWA, Inc. Secretary Hawkins Clock Center (7301 W. Greenfield Ave)	Robyn Krimke Citizen (2234 S. 79th Street)
Joel Potter Old National Bank (7401 W. Greenfield Ave)	Jarice Taliaferro Talia’s Event Venue (7423 W. Greenfield Ave.)
Ali Acevedo All Goods (8436 W. Greenfield Ave)	Ian Heilmann Citizen
Carson Coffield - Ex Officio City of West Allis (7525 W. Greenfield Ave)	Patrick Schloss – Ex Officio City of West Allis (7525 W. Greenfield Ave)





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

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

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

In 2025, we welcomed the following businesses to our Downtown:

- MAC Costumes
- K & K Barista
- Travino’s Pizza
- The Emerald
- K-Street Cafe
- Caufield’s
- Vintage Honey
- Storybook Keepers

Currently we have a 2% vacancy rate, but in 2026 we will:

- Work with property owners that are retiring to fill their future vacancies. with a good business mix.
- Implement the “Unlocking Capital on Main Street Program.” A grant funded from Robert Wood Johnson Foundation.



PROMOTION
DOWNTOWN WEST ALLIS INC.

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

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

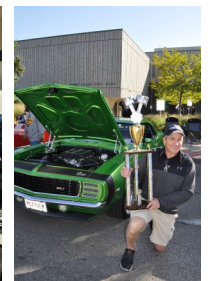
- Maintain our **annual events:** West Allis Ala Carte, West Allis Winter Week, Classic Car Show, Halloween Hunt, Crawls and Shop Local.
- Helping other organizations/businesses raise awareness through smaller monthly events.

The following events took place from October 2024 thru August 2025:

- 33rd Annual Classic Car Show
- Halloween Hunt
- Shop Small Saturday
- 1st Annual Downtown West Allis Fall Soup Crawl
- West Allis Winter Week/Soup Crawl
- Old Fashioned Tours
- 16th Annual West Allis A la Carte

In 2026 we will:

- Continue to host the above events or plan new similar type events to take their place.



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

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

In 2025, we:

- Welcomed the following businesses to our Friends of West Allis Downtown program:
 - “Bars & Rec” and “Soap Passions.”
- Hosted two separate “Coffee With Friends.” The topics this year were “Crime Prevention” and “Downtown West Allis Resources”
- Hosted our Volunteer Recognition Event, awarding two outstanding individuals.
- Continued a working relationship with the following:
 - 102.9 The Hog & 100.3 The Oldies
 - WI State Fair organization
 - Key Milwaukee
 - Travel Wisconsin
- Continued to help businesses with their Facebook ads, Instagram and Twitter, drawing more attention to the Downtown.
- Promoted Downtown West Allis merchandise via Facebook and Redbubble.
- Utilized Hulu ads to promote our Friends of West Allis Downtown Program
- Promoted Shop Small West Allis on 620 AM Experience Wisconsin



In 2026 we will:

- Look to grow by meeting with other businesses and organizations within the area.
- Work with 91.7 WMSE Radio
- Continue hosting “Coffee with Friends.” Each session will be an opportunity to network with other businesses while discussing a specific topic.
- Continue to work with the City’s Community Engagement Dept. by collaborating on ideas and marketing each others’ events.
- Continue to offer the Advertising Assistance Grant Program to district businesses to offset their advertising costs.
- Continue to recognize and support our volunteers and sponsors.



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

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

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

In 2025, we:

- Downtown Art Sub-Committee accomplished the following:
 - Community Mural Project on Cooks Cake & Candy Shop
 - Installation of the Rosettes at Cream City Clay
- Continued to provide snow shoveling in our crosswalks and around our fire hydrants.
- Continued to work with the City of West Allis BINS Dept. on signage code violations.
- Completed Security Camera Grant Program for 3 business/property owners to help fund security cameras that will capture movements within our Downtown boundaries.
- Formed Streetscape Sub-Committee that focused on:
 - 5-year strategic plan for Greenfield Avenue road construction that will include:
 - Funding for businesses to get through this hectic time.
 - Plan for arch/banner across Greenfield Avenue.
 - Hard-wire sound system that will be used year-round.
 - Support a placemaking area in our downtown for social gathering.



In 2026 we will:

- Continue to help fund signage for Downtown businesses.
- Maintain the brick planters in our Downtown by adding native plants.
- Support a “Downtown Art Sub Committee” Proposed projects including:
 - Interactive art piece in the alleyway behind Talia’s Event Venue
 - “Liberace Lane” Hidden Art Gallery
 - Refurbishing two park benches.
- Continue meeting with City engineers and stakeholders regarding “GARS” (*Greenfield Avenue Reconstruction Sub-Committee*)

Administrative Committee Objectives

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

- Continue to **employ** a full-time Executive Director, part-time office manager and part-time street cleaner.
- Maintain **partnerships** with the City of West Allis, West Allis Police, Fire, Health, Communications, Tourism, Historical Society and Public Works Departments.
- Continue to maintain and improve the **WestAllisDowntown.com website, The Downtowner Newsletter, Monthly E-Newsletter, Instagram** and **Facebook** accounts.

{ ALWAYS GROWING }
{ FOREVER ORIGINAL }



Summary

- With a proposed total budget of **\$146,600.00** we request a special assessment of **\$129,600.00**.
- Assessment shall be **Five & 7375/10000 DOLLARS (\$5.7375)** PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.
- The Executive Director, Program Assistant and one street cleaner are employees of the Business Improvement District. Our office allows these individuals to carry out the day to day activities supporting the organization. We have a meeting room for our Board and Committee members and their subcommittees giving them access to a professional working atmosphere.
- Our Board and Committee members are volunteers within this organization. Each volunteer gives freely of their time and expertise. The Board of Directors votes for a President, Vice-President, Secretary and Treasurer at our October meeting. All members of the Downtown West Allis Business Improvement District are welcome and encouraged via the newsletter and in discussion with the Executive Director and Board Members to attend meetings.
- The Downtown West Allis Business Improvement District is a quasi-governmental, not-for profit, community coalition dedicated to an economically strong, safe, attractive and exciting downtown. Through our four major promotional events we seek to strengthen the retail, cultural, educational and residential life of the city center. Leadership is energized by using human and financial resources, from both within our downtown neighborhood and the greater community.

Assessment Method

Financing Method

The proposed expenditures contained in the *2026 Downtown West Allis BID Approved Budget* included in the Operating Plan, will be financed from funds collected from the BID special assessment. It is estimated that **\$129,600.00** will be raised through special assessments. Any other funds, which may be made available to the BID for the purposes contained herein, shall be collected and expended as identified in the *2026 Downtown West Allis BID Approved Budget*.

Method of Assessment

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

Allocation of Assessments

Special assessments under this 2026 Operating Plan are hereby levied against each tax parcel property within the District that has a separate Parcel Identification Number. The assessment is based on the assessed value of the parcels (land and improvements) as shown in the record of the City Assessor's office on January 1, 2026 except as otherwise identified. Assessment shall be **Five & 7375/10000 DOLLARS (\$5.7375) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.**



Assessment Collection

- The City of West Allis shall include the special assessment levied herein as a separate line on the real estate tax bill for each parcel. The City shall collect such assessment with the taxes as a special charge, and in the same manner as such taxes, and shall turn over all monies so collected to the BID Board for distribution in accordance with the BID Operating Plan by February 28, 2026.
- The BID Board shall prepare and make available to the public and the City’s Council annual reports describing the current status of the BID, including expenditures and revenues, at the time it submits its amended Operating Plan to the City for the following Operating Plan year.
- The presentation of this proposed Operating Plan to the City shall be deemed a standing order of the Board under Wis. Stat. sec. 66.1109(4) to disburse the BID assessments in the manner provided herein.
- This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method or accounting method. Disbursements made under this Plan shall be shown in the City’s budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

Downtown West Allis Business Improvement District					
Managed by: Downtown West Allis, Inc.					
West Allis, WI					
2026 Approved Budget					
	2026 Budget	% of Budget		2026 Budget	% of Budget
PROFESSIONAL SERVICES			DESIGN		
Ex. Director Wages	\$ 56,500.00	38.540%	Beautification & Safety		
Program Asst. Wages	\$ 28,000.00	19.100%	Maintenance (Sound, planters & cameras)	\$ 7,000.00	4.775%
Payroll Expenses	\$ 6,500.00	4.434%	Snow Removal	\$ 12,000.00	8.186%
Administrative Support	\$ 200.00	0.136%	Street Cleaning	\$ 5,500.00	3.752%
Professional Incentives	\$ 4,000.00	2.729%	Artscape	\$ 1,000.00	0.682%
Professional Services (Accountant, Lawyer, Audit)	\$ 2,600.00	1.774%			
Education & Travel (Main Street Program)	\$ 1,000.00	0.682%			
TOTAL PROFESSIONAL SERVICES	\$ 98,800.00	67.394%	TOTAL DESIGN	\$ 25,500.00	17.394%
SUPPORTING SERVICES			ECONOMIC DEVELOPMENT/ORGANIZATIONAL		
Office Supplies, Postage, Printing, Copier	\$ 3,000.00	2.046%	Newsletter, Marketing & AAGP	\$ 5,600.00	3.820%
Dues, Subscriptions & Memberships	\$ 300.00	0.205%	Recruitment (Crime prevention, luncheon)	\$ 1,000.00	0.682%
Telephone, Internet, Hosting & email support	\$ 2,000.00	1.364%			
Rent - BID Office	\$ 6,600.00	4.502%			
Insurance	\$ 3,500.00	2.387%			
BOD Misc. Expenses	\$ 300.00	0.205%			
TOTAL SUPPORTING SERVICES	\$ 15,700.00	10.709%	TOTAL ECONOMIC DEV./ORGANIZATIONAL	\$ 6,600.00	4.502%
			Total Expenses	\$ 146,600.00	
6/11/25 Executive Board Meeting: Motion to accept this proposed budget by Tom Miller seconded by Don Falk; motion passed.			ASSESSED VALUE FOR 2026	\$ 22,588,100.00	
6/25/25 DWABID Board of Directors Meeting: Motion to accept this proposed by Robyn Krimke seconded by Don Falk; motion passed.			PROPOSED SPECIAL ASSESSMENT LEVY	\$ 129,600.00	88.404%
			**DWA, Inc.	\$ 17,000.00	11.596%
			Total Income	\$ 146,600.00	100.000%
			ASSESSMENT PER \$1,000 OF ASSESSED	\$ 5.7375	

Downtown West Allis Business Improvement District

2026 Time Table for Planned Expenditures

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Professional Services	\$ 10,566.66	\$ 7,566.68	\$ 7,816.66	\$ 7,566.68	\$ 7,566.66	\$ 9,816.68	\$ 7,566.66	\$ 7,566.68	\$ 7,816.66	\$ 7,566.66	\$ 7,566.66	\$ 9,816.66	\$ 98,800.00
Executive Directors Salary	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 56,500.00
Program Assistant's Salary	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 28,000.00
Professional Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Administrative Support/Payroll Expenses	\$ 925.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 6,700.00
Professional Services	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00
Education & Travel	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 1,000.00
Supporting Services	\$ 2,410.00	\$ 425.00	\$ 485.00	\$ 520.00	\$ 410.00	\$ 3,800.00	\$ 1,910.00	\$ 525.00	\$ 485.00	\$ 520.00	\$ 410.00	\$ 3,800.00	\$ 15,700.00
Office Supplies, postage, printing & copier	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Dues, Subscriptions & Membership	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 300.00
Telephone, Internet, hosting & email support	\$ 160.00	\$ 175.00	\$ 160.00	\$ 170.00	\$ 160.00	\$ 175.00	\$ 160.00	\$ 175.00	\$ 160.00	\$ 170.00	\$ 160.00	\$ 175.00	\$ 2,000.00
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300.00
Insurance	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
BOD Misc. Expense	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ 300.00
Design Committee	\$ 3,050.00	\$ 3,050.00	\$ 3,300.00	\$ 1,050.00	\$ 1,100.00	\$ 1,300.00	\$ 1,050.00	\$ 1,250.00	\$ 1,000.00	\$ 3,300.00	\$ 3,050.00	\$ 3,000.00	\$ 25,500.00
Sound System, brick planters, maintenance	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 600.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 7,000.00
Snow Removal	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Art Scapes	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 1,000.00
Street Cleaning	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 5,500.00
ED and Organizational Committee	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 400.00	\$ 5,600.00
Newsletter, Marketing & AAGP	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 5,600.00
Recruitment Materials	\$ -	\$ -	\$ 600.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 1,000.00
	\$ 16,426.66	\$ 11,541.68	\$ 12,601.66	\$ 9,636.68	\$ 9,576.66	\$ 15,416.68	\$ 11,126.66	\$ 9,841.68	\$ 9,901.66	\$ 11,886.66	\$ 11,626.66	\$ 17,016.66	\$ 146,600.00

Kind, Number and Location of Expenditures Summary

In 2026, the Business Improvement District will implement the projects presented earlier in this report. All activities/projects will take place within the boundaries of the Downtown West Allis as stated on page 3 of this report.

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

Execution of and continued development of forward strategy to:

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

Our DWABID Board of Directors is comprised of 12 members representing the following interests:

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



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

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

City Role

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

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

Required Statements

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

Severability and Expansion

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

Legal Option

I hereby certify that the 2026 Operating Plan for the *Downtown West Allis Business Improvement District* is complete and complies with Section 66.1109(1) (f) of the Wisconsin Statutes.

Please Print

Signature

Date

Kail Decker
City Attorney
City of West Allis

Schedule of Assessments for Downtown West Allis Business Improvement District

No.	TAX KEY NO.	PROPERTY ADDRESS	BID Assessment for 2026					
			2024 Real Estate Assessment Roll	2025 Real Estate Assessment Roll	AMT. Inc/dec over 2024	%	BID ASSESSMENT RATE FOR 2026	BID ASSESSMENT FY 2026
1	440-0235-004	7000 W. Greenfield	\$1,950,100.00	\$1,950,100.00	\$0	0.0%	\$0.005738	\$11,188.70
2	440-0235-003	13** S. 70 St.	\$121,400.00	\$121,400.00	\$0	0.0%	\$0.005738	\$696.53
2	440-0231-000	7028-36 W. Greenfield	\$422,500.00	\$422,500.00	\$0	0.0%	\$0.005738	\$2,424.09
3	440-0230-000	7038-42 W. Greenfield	\$279,800.00	\$279,800.00	\$0	0.0%	\$0.005738	\$1,605.35
4	440-0229-000	7044-46 W. Greenfield	\$340,400.00	\$340,400.00	\$0	0.0%	\$0.005738	\$1,953.05
5	440-0314-000	7100-10 W. Greenfield Ave	\$368,600.00	\$368,600.00	\$0	0.0%	\$0.005738	\$2,114.84
6	440-0313-000	7116-18 W. Greenfield	\$214,300.00	\$214,300.00	\$0	0.0%	\$0.005738	\$1,229.55
7	440-0312-000	7130 W. Greenfield	\$367,900.00	\$367,900.00	\$0	0.0%	\$0.005738	\$2,110.83
8	440-0311-000	7136 W. Greenfield	\$176,300.00	\$176,300.00	\$0	0.0%	\$0.005738	\$1,011.52
9	440-0310-000	7140-44 W. Greenfield	\$1,171,800.00	\$1,171,800.00	\$0	0.0%	\$0.005738	\$6,723.20
10	440-0350-000	7200 W. Greenfield 1375 S. 72nd	\$743,000.00	\$743,000.00	\$0	0.0%	\$0.005738	\$4,262.96
11	440-0349-000	7210 W. Greenfield	\$333,700.00	\$333,700.00	\$0	0.0%	\$0.005738	\$1,914.60
12	440-0348-000	7218 W. Greenfield	\$176,700.00	\$176,700.00	\$0	0.0%	\$0.005738	\$1,013.82
13	440-0347-000	7224-26 W. Greenfield	\$322,600.00	\$322,600.00	\$0	0.0%	\$0.005738	\$1,850.92
14	440-0346-000	7232-36 W. Greenfield	\$394,800.00	\$394,800.00	\$0	0.0%	\$0.005738	\$2,265.17
15	440-0345-001	7240-46 W. Greenfield	\$543,200.00	\$543,200.00	\$0	0.0%	\$0.005738	\$3,116.61
16		7244-6 W. Greenfield 1370-4 S. 73rd						
17	440-0383-000	7300 W. Greenfield	\$246,500.00	\$246,500.00	\$0	0.0%	\$0.005738	\$1,414.29
18	440-0382-000	7308-12 W. Greenfield	\$141,600.00	\$141,600.00	\$0	0.0%	\$0.005738	\$812.43
19	440-0381-000	7316 W. Greenfield	\$181,100.00	\$181,100.00	\$0	0.0%	\$0.005738	\$1,039.06
20	440-0380-000	7326-28 W. Greenfield	\$609,000.00	\$609,000.00	\$0	0.0%	\$0.005738	\$3,494.14
21	440-0379-000	7334-36 W. Greenfield	\$202,900.00	\$202,900.00	\$0	0.0%	\$0.005738	\$1,164.14
22	440-0378-000	7338-46 W. Greenfield	\$218,900.00	\$218,900.00	\$0	0.0%	\$0.005738	\$1,255.94
23	440-0377-000	1370 S. 74th	\$166,500.00	\$166,500.00	\$0	0.0%	\$0.005738	\$955.29
24	440-9003-000	7412 W. Greenfield	\$578,700.00	\$578,700.00	\$0	0.0%	\$0.005738	\$3,320.29
25	440-9004-000	7420 W. Greenfield	\$201,000.00	\$201,000.00	\$0	0.0%	\$0.005738	\$1,153.24
26	440-0446-000	7500-04 W. Greenfield & 1375 S. 75th	\$230,900.00	\$230,900.00	\$0	0.0%	\$0.005738	\$1,324.79
27	440-0445-000	7506-08 W. Greenfield	\$178,200.00	\$178,200.00	\$0	0.0%	\$0.005738	\$1,022.42
28	440-0443-001	7520-24 W. Greenfield	\$394,100.00	\$394,100.00	\$0	0.0%	\$0.005738	\$2,261.15
29	440-0442-000	7546 W. Greenfield	\$398,800.00	\$398,800.00	\$0	0.0%	\$0.005738	\$2,288.12
30	453-0035-001	7001 W. Greenfield	\$148,900.00	\$148,900.00	\$0	0.0%	\$0.005738	\$854.31
31	453-0037-000	7017 W. Greenfield	\$95,900.00	\$95,900.00	\$0	0.0%	\$0.005738	\$550.23
32	453-0038-000	7023-31 W. Greenfield	\$406,500.00	\$406,500.00	\$0	0.0%	\$0.005738	\$2,332.29
33	453-0039-000	7035-37 W. Greenfield	\$266,500.00	\$288,200.00	\$21,700	14.3%	\$0.005738	\$1,653.55
34	453-0040-000	7041-45 W. Greenfield	\$374,700.00	\$374,700.00	\$0	0.0%	\$0.005738	\$2,149.84
35	453-0059-000	7101-05 W. Greenfield	\$379,100.00	\$379,100.00	\$0	0.0%	\$0.005738	\$2,175.09
36	453-0060-000	7111-13 W. Greenfield	\$242,700.00	\$242,700.00	\$0	0.0%	\$0.005738	\$1,392.49
37	453-0061-000	7117-23 W. Greenfield	\$449,500.00	\$449,500.00	\$0	0.0%	\$0.005738	\$2,579.01
38	453-0062-000	7125-37 W. Greenfield	\$296,200.00	\$296,200.00	\$0	0.0%	\$0.005738	\$1,699.45

BID Assessment for 2026								
No.	TAX KEY NO.	PROPERTY ADDRESS	2024 Real Estate Assessment Roll	2025 Real Estate Assessment Roll	AMT. Inc/dec over 2024	%	BID ASSESSMENT RATE FOR 2026	BID ASSESSMENT FY 2026
39	453-0063-000	7139-49 W. Greenfield & 1410-12 S. 72nd	\$804,200.00	\$804,200.00	\$0	0.0%	\$0.005738	\$4,614.10
40	453-0088-000	7201-07 W. Greenfield	\$352,800.00	\$352,800.00	\$0	0.0%	\$0.005738	\$2,024.19
41	453-0089-000	7211-13 W. Greenfield	\$321,000.00	\$321,000.00	\$0	0.0%	\$0.005738	\$1,841.74
42	453-0090-000	7217-19 W. Greenfield	\$163,100.00	\$163,100.00	\$0	0.0%	\$0.005738	\$935.79
43	453-0091-000	7223 W. Greenfield	\$185,400.00	\$185,400.00	\$0	0.0%	\$0.005738	\$1,063.73
44	453-0092-000	7227-35 W. Greenfield	\$419,600.00	\$419,600.00	\$0	0.0%	\$0.005738	\$2,407.46
45	453-0093-000	7239-49 W. Greenfield	\$321,200.00	\$321,200.00	\$0	0.0%	\$0.005738	\$1,842.89
46	453-0115-000	7301 W. Greenfield & 1407-11 S. 73rd	\$304,800.00	\$304,800.00	\$0	0.0%	\$0.005738	\$1,748.79
47	453-0116-000	7311-13-15 W. Greenfield	\$354,000.00	\$354,000.00	\$0	0.0%	\$0.005738	\$2,031.08
48	453-0117-000	7321 W. Greenfield	\$198,900.00	\$198,900.00	\$0	0.0%	\$0.005738	\$1,141.19
49	453-0118-000	7335 W. Greenfield	\$365,000.00	\$365,000.00	\$0	0.0%	\$0.005738	\$2,094.19
50	453-0119-000	7341-43 W. Greenfield	\$81,300.00	\$81,300.00	\$0	0.0%	\$0.005738	\$466.46
51	453-0120-000	7347 W. Greenfield	\$142,300.00	\$142,300.00	\$0	0.0%	\$0.005738	\$816.45
52	453-0324-003	7401 W. Greenfield	\$1,167,000.00	\$1,167,000.00	\$0	0.0%	\$0.005738	\$6,695.66
53	453-0324-004	14** S. 74 St.	\$80,800.00	\$80,800.00	\$0	0.0%	\$0.005738	\$463.59
54	453-0324-005	14** S. 74 St.	\$97,000.00	\$97,000.00	\$0	0.0%	\$0.005738	\$556.54
55	453-0322-000	7413-15 W. Greenfield	\$464,700.00	\$464,700.00	\$0	0.0%	\$0.005738	\$2,666.22
56	453-0321-000	7421-23-25 W. Greenfield	\$344,900.00	\$344,900.00	\$0	0.0%	\$0.005738	\$1,978.86
57	453-0320-000	7429-41-47 W. Greenfield	\$388,600.00	\$388,600.00	\$0	0.0%	\$0.005738	\$2,229.59
58	440-0242-000	1325-27-29 S. 70th St	\$628,600.00	\$628,600.00	\$0	0.0%	\$0.005738	\$3,606.59
59	453-0052-000	1439-41 S. 70th St	\$237,200.00	\$237,200.00	\$0	0.0%	\$0.005738	\$1,360.94
60	453-0056-000	1427-29 S. 70th St	\$165,500.00	\$165,500.00	\$0	0.0%	\$0.005738	\$949.56
61	453-0058-000	1417-21 S. 70th St	\$299,400.00	\$299,400.00	\$0	0.0%	\$0.005738	\$1,717.81
62	453-0273-000	1469 S. 70TH	\$343,800.00	\$343,800.00	\$0	0.0%	\$0.005738	\$1,972.55
			\$22,566,400	\$22,588,100	\$21,700	0.1%		\$129,599

Total 2025 Assessments **\$22,588,100**

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

Proposed Special Assessment \$ 129,600.00

First Ring Redevelopment Enterprise, Inc.

CDBG FUNDS	\$ -
BID Unspent Funds	\$ -
Revenue from DWA, Inc.	\$ 17,000.00
Proposed 2025 B.I.D. Budget	\$ 146,600.00

Budget/Value = Assessment	\$ 0.0057375
\$1,000.00	\$ 0.0057375

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

VJS Construction Services, Inc. vs. City of West Allis et al

**Electronic Filing
Notice**

Case No. 2025CV008353

Class Code: Money Judgment

FILED**09-25-2025****Anna Maria Hodges****Clerk of Circuit Court****2025CV008353****Honorable Timothy****Witkowiak-22****Branch 22**

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

Case number 2025CV008353 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 806f6d

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

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

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

Milwaukee County Circuit Court
Date: September 25, 2025

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

VJS Construction Services, Inc. vs. City of West Allis et al

**Electronic Filing
Notice**

Case No. 2025CV008353

Class Code: Money Judgment

FILED**09-25-2025****Anna Maria Hodges****Clerk of Circuit Court****2025CV008353****Honorable Timothy****Witkowiak-22****Branch 22**

KUENY ARCHITECTS, LLC
10505 CORPORATE DRIVE, SUITE 100
PLEASANT PRAIRIE WI 53158

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Milwaukee County Circuit Court
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STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

VJS Construction Services, Inc. vs. City of West Allis et al

**Electronic Filing
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Case No. 2025CV008353

Class Code: Money Judgment

FILED**09-25-2025****Anna Maria Hodges****Clerk of Circuit Court****2025CV008353****Honorable Timothy****Witkowiak-22****Branch 22**

GEOTEST, INC.
2135 SOUTH 116TH STREET
WEST ALLIS WI 53227

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Milwaukee County Circuit Court
Date: September 25, 2025

FILED
09-25-2025
Anna Maria Hodges
Clerk of Circuit Court
2025CV008353
Honorable Timothy
Witkowiak-22
Branch 22

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY

VJS CONSTRUCTION SERVICES, INC.
W233 N2847 Roundy Circle West
Pewaukee, WI 53072,

Case No. _____

Plaintiff,

vs.

Case Code: 30301, 30303

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis, WI 53214,

KUENY ARCHITECTS, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158, and

GEOTEST, INC.
2135 South 116th Street
West Allis, WI 53227,

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent

or delivered to the court, whose address is Clerk of Circuit Court, Milwaukee County Courthouse, 901 North Ninth Street, Milwaukee, Wisconsin 53233, and to Lauren A. Triebenbach of Michael Best & Friedrich LLP, Plaintiff's attorneys, whose address is 790 North Water Street, Suite 2500, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action, or relief requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 25th day of September, 2025.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By: Electronically signed by Lauren A. Triebenbach

Lauren A. Triebenbach, #1064377

latriebenbach@michaelbest.com

790 North Water Street, Suite 2500

Milwaukee, WI 53202

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Facsimile: 414.277.0656

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Chicago, IL 60606

Telephone: 312.222.0800

Facsimile: 312.222.0818

Attorneys for VJS Construction Services, Inc.

FILED
09-25-2025
Anna Maria Hodges
Clerk of Circuit Court
2025CV008353
Honorable Timothy
Witkowiak-22
Branch 22

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY

VJS CONSTRUCTION SERVICES, INC.
W233 N2847 Roundy Circle West
Pewaukee, WI 53072,

Case No. _____

Plaintiff,

v.

Case Code: 30301, 30303

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis, WI 53214,

KUENY ARCHITECTS, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158, and

GEOTEST, INC.
2135 South 116th Street
West Allis, WI 53227,

Defendants.

COMPLAINT

NOW COMES Plaintiff, VJS Construction Services, Inc. (“VJS”), by and through its attorneys, Michael Best & Friedrich LLP, and for its Complaint against Defendants, the City of West Allis (the “City”), Kueny Architects, LLC (“Kueny”), and GeoTest, Inc. (“GeoTest”), alleges and states as follows:

THE PARTIES

1. Plaintiff VJS Construction Services, Inc. (“VJS”) is a Wisconsin corporation with its principal place of business is located at W233 N2847 Roundy Circle West, Pewaukee, Wisconsin 53072. VJS is the business of commercial construction.

2. Defendant City of West Allis (the “City”) is a municipality located in Milwaukee County, Wisconsin. The City’s principal place of business is located at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214. The City is the owner of the property located at 1906 S. 53rd Street in West Allis, Wisconsin (the “Property”).

3. Defendant Kueny Architects, LLC (“Kueny”) is a Wisconsin limited liability company with its principal place of business located at 10505 Corporate Drive, Suite 100, Pleasant Prairie, Wisconsin 53158. Kueny’s registered agent is Jon Wallenkamp located at 10505 Corporate Drive, Suite 100, Pleasant Prairie, Wisconsin 53158. Kueny is in the business of providing architectural and engineering services to commercial construction projects.

4. Defendant GeoTest, Inc. (“GeoTest”) is a Wisconsin corporation with its principal place of business located at 2135 S 116th Street, West Allis, Wisconsin 53227. GeoTest’s registered agent is Gregory Schmidt located at 2135 S 116th Street, West Allis, Wisconsin 53227. GeoTest is in the business of providing geotechnical engineering, construction materials engineering and testing as well as geological and industrial minerals laboratory testing services.

JURISDICTION AND VENUE

5. The Property at issue in this dispute is owned by the City and is located in Milwaukee County, Wisconsin.

6. Kueny advertises, markets and sells its construction services and products in Milwaukee County, Wisconsin.

7. The City and GeoTest both have offices located in Milwaukee County, Wisconsin.

8. This Court has jurisdiction over the claims presented herein pursuant Wis. Stat. § 801.05(1), (3), and (5).

9. Venue is proper in this county pursuant to Wis. Stat. § 801.50(2).

FACTUAL ALLEGATIONS

10. At issue in this case is the construction of a new Department of Public Works (“DPW”) Facility for the City to be located on the Property, which shall consist of a two-story main building, a warm storage building, a cold storage building, and a fueling station (collectively, the “Project”).

I. Ursidae Acquisitions LLC Submits a Vacant Land Offer to Purchase the Property.

11. Upon information and belief, prior to the City taking ownership of the Property, in March 2018, the County of Milwaukee (the “County”) accepted a Vacant Land Offer to Purchase the Property from Ursidae Acquisitions LLC (“Ursidae”).

12. Upon information and belief, following the County’s acceptance, Ursidae began environmental and geotechnical investigations on the Property at its own expense.

13. Upon information and belief, Ursidae obtained NR716 Site Investigation Report dated June 13, 2019 from Braun Intertec Corporation (the “NR716 Report”) and submitted it to the Wisconsin Department of Natural Resources (“WDNR”) in anticipation of future redevelopment of a portion of the Property. Over the next two years, Ursidae submitted revisions to the NR716 Report to the WDNR.

14. The NR716 Report states that it “documents investigative activities performed at the Site in March through May 2019 and provides a discussion of these data collected with respect to *recognized environmental conditions* identified in the Phase I ESA report prepared for the [Property]. This Site Investigation Report was prepared in accordance with Wisconsin Administrative Code (WAC), Chapter NR716. The findings of this report will be used to develop a Remedial Action Plan (RAP) for the [Property].” (Emphasis added).

15. While the NR716 Report described soil borings, no geotechnical engineering-related or construction-related recommendations pertaining to building foundations or slabs-on-grade are presented therein.

16. The NR716 Report states, “This report was prepared on behalf of and for use by Ursidae Acquisitions LLC. No other party has a right to rely on the contents of this Site Investigation Report without the written authorization of Braun Intertec Corporation (Braun Intertec).”

17. Upon information and belief, in or around July 7, 2023, Ursidae’s due diligence period under the Offer to Purchase expired and was not extended further by the County. Ursidae notified the WDNR on or about July 7, 2023 that it was no longer in control of the Property.

II. The City Engages Kueny and GeoTest for a New DPW Facility on the Property.

18. Upon information and belief, in or about March 2023, the City purchased the Property.

19. Upon information and belief, the City obtained a copy of the NR716 Report from the WDNR either on its own or through its retained consultants.

20. On or around June 6, 2023, the City retained Kueny to analyze whether to acquire additional lands and to prepare conceptual designs for the City’s future Department of Public Works facility.

21. On or about October 3, 2023, the City retained Kueny to provide architectural and engineering consulting services for the design, contract preparation, bidding, and recommendation of award for construction for the Department of Public Works facility.

22. Upon information and belief, Kueny worked with the City to develop the plans and specifications for the Project.

23. On or about May 21, 2024, the City entered into an engineering consultant services contract with GeoTest for materials testing at the City's future Department of Public Works facility.

III. GeoTest's Preliminary Geotechnical Engineering Report.

24. GeoTest was initially engaged in April 2023 to conduct a preliminary geotechnical engineering investigation. GeoTest conducted nine soil borings and authored a June 6, 2023 preliminary geotechnical engineering report, which was unsigned and unsealed (the "GeoTest Report").

25. The GeoTest Report noted that the soil conditions were clay and sandy soils based upon the nine soil borings, and based on the purported soil conditions identified, GeoTest proposed two options for foundation support: a rammed aggregate pier (RAP) system or shallow spread footings with over-excavation.

26. The GeoTest Report did not indicate that there was any presence of "very soft" soils and organic material on the Property.

27. The GeoTest Report also provided that the purpose of this investigation was to evaluate the property on a preliminary basis and also indicated that a final report would present full exploration results; however, no final report was ever commissioned by the City.

28. Upon information and belief, GeoTest issued a subsequent preliminary geotechnical report dated June 21, 2023 (the "Updated GeoTest Report").

29. Upon information and belief, GeoTest was provided a copy of the NR716 Report on or about April 21, 2023.

IV. The Invitation to Bid for the Construction of the DPW Facility.

30. On or around February 14, 2024, the City issued a Notice to Contractors advertising

that it was soliciting bids for the Project to be located on the Property.

31. Included with the Notice to Contractors were drawings prepared by Kueny as the architect of record; civil plans prepared by TerraTec Engineering as the civil engineer of record; structural drawings and foundation plans prepared by Kueny as the structural engineer of record; the GeoTest Report; and specifications prepared by Kueny (collectively, the “Bid Package”).

32. The Updated GeoTest Report was not included in the Bid Package, nor was it provided to any of the bidders before the bid opening.

33. In Specification 00 21 13 Instructions to Bidders (“Instructions to Bidders”), the City stated, “It is assumed that no unusual conditions will be encountered during the actual performance of the Work.”

34. Also in the Instructions to Bidders, the City stated, “Each Bidder by making a Bid represents that . . . [t]he Bid is based upon the materials, systems and equipment required by the Bidding Documents *without exception*.” (Emphasis added).

35. Specification 31 66 00 Special Foundations prepared by Kueny and included in the Bid Package (the “Specifications”) stated, “This work includes furnishing the material for and installation of either stone columns or rammed aggregate piers, hereafter collectively denoted as ‘intermediate foundations’ in locations as shown in the contract documents. In either case, the special foundations must utilize a displacement method.” (Emphasis in original).

36. The Specifications also advised, “The intermediate foundation system shall have the capacity to support the wall and column footings to 4,500 psf . . . Under these loading conditions, the contractor is to provide design calculations and a guarantee that total post-construction settlements will not exceed one inch.”

37. The Bid Package was supplemented by five addenda.

38. The NR716 Report was not initially included in the Bid Package.

39. In response to questions received from bidders, the City issued Addendum 3, in which it provided a copy of the NR716 Report.

40. On or about March 13, 2024, VJS submitted a base bid in the amount of \$42,176,869.00 to perform the Project. With alternates, VJS' bid was \$50,708,523.50.

41. In preparing and submitting its bid, VJS relied upon the accuracy of the documents included in the Bid Package, including the GeoTest Report and the Kueny-prepared Specifications, both of which required the use of either stone columns or rammed aggregate piers.

42. VJS was the lowest of the three bidders and was awarded the Project.

V. The Construction Agreement between the City and VJS.

43. The City and VJS executed an AIA A101-2007 Standard Form of Agreement between Owner and Contractor dated March 22, 2024 and executed on or about June 3, 2024, as amended by Amendment No. 1 to the Agreement between Owner and Contractor dated June 26, 2025, Amendment No. 2 to the Agreement between Owner and Contractor dated July 23, 2025, Amendment No. 3 to Agreement between Owner and Contractor dated August 5, 2025, and Amendment No. 4 to Agreement between Owner and Contractor dated September 9, 2025 (collectively, the "Construction Agreement") to construct the DPW Facility on the Property. A true and correct copy of the Construction Agreement is attached hereto as **Exhibit A**.

44. The Construction Agreement requires VJS to construct the Project on the Property in accordance with the "Contract Documents," which includes the Construction Agreement, "Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda" issued prior to the execution of the Construction Agreement.

45. Under Section 6.2 of the Construction Agreement, any claim between the parties is to be litigated “in a court of competent jurisdiction.”

46. Under Section 2.3.5 of the A201-2017 General Conditions of the Contract for Construction, which were incorporated into the Construction Agreement, (the “General Conditions”), “[t]he Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.”

47. Under Section 3.7.4 of the General Conditions, “[i]f the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 day safter first observance of the conditions.” (Ex. A.)

48. Following such notification, under this section, the “Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the

Contract is justified, the Architect shall *promptly* notify the Owner and Contractor, stating the reasons.” (*Id.*) (Emphasis added).

49. Finally, pursuant to this Section 3.7.4, “if either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.” (*Id.*)

50. According to Section 15.1.3.1 of the General Conditions, “Claims by either the Owner or Contractor . . . shall be initiated by notice to the other party and to the Initial Decision Maker [the Architect].¹ Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.” (*Id.*)

51. Under Section 15.1.5 of the General Conditions, “[i]f the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim.” (*Id.*)

52. Under Section 15.1.6.1 of the General Conditions, “[i]f the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work.” (*Id.*)

53. While Article 15 of the General Conditions references mediation, the City removed the entire mediation section in the Supplementary Conditions of the Construction Agreement, indicating that the parties were not required to mediate the dispute before proceeding with litigation.

54. Initially, under 15.2.6.1 of the General Conditions, “[e]ither party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for

¹ According to Section 1.1.8 of the Supplementary Conditions of the Construction Agreement and Article 6 of the Construction Agreement, Kueny, the architect, is the Initial Decision Maker.

mediation” and “[i]f such demand is made and the receiving party fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.”

55. However, the parties subsequently amended Section 15.2.6.1 of the General Conditions via Amendment No. 1 to the Agreement between Owner and Contractor dated June 25, 2025, Amendment No. 2 to the Agreement between Owner and Contractor dated July 23, 2025, Amendment No. 3 to Agreement between Owner and Contractor dated August 5, 2025, and Amendment No. 4 to Agreement between Owner and Contractor dated September 9, 2025.

56. According to Amendment No. 4 to the Agreement between Owner and Contractor dated September 9, 2025, the operative amendment, provides that the Construction Agreement shall be amended as follows: “Section 15.2.6.1 of the Agreement is amended to extend the time that either party shall have to initiate a legal action to September 26, 2025.”

VI. VJS Begins Construction and Discovers Unknown or Concealed Conditions Causing Settlement in Areas 1-B/1-2

57. Following execution of the Construction Agreement, VJS engaged CNC Foundations Inc. (“CNC”) to “furnish and pay for all labor, insurance, permits, materials, tools, supplies, equipment, taxes (if applicable) and services necessary to perform work associated with Contract Package 3160 – Special Foundations for the City of West Allis New DPW Building Project.”

58. CNC designed the foundations in accordance with the Specifications, proposing to install vibratory stone columns (VSCs).

59. VSCs are installed by using a vibratory probe that compacts and displaces the soil. Crushed aggregate or stone is then fed into the hole to form the dense, engineered column.

60. In or around June 19, 2024, VJS began construction on the Property.

61. On or about January 24, 2025, VJS noted excessive settlement of a section of continuous foundation (a.k.a. strip footing). At the corner of the strip footing at column line 1.B-1.2 approximately 1-in of settlement occurred while only about 35% of the dead load was applied. Settlement of the strip footing varied from 0.5-in to 1-in east to west, and 0.25-in to 1-in north to south. This settlement caused the precast concrete panels in this area to shift out of plumb in both directions. Construction was halted and VJS was forced to investigate the root cause of the settlement.

62. On February 4, 2025, VJS provided the notice under Section 3.7.4 and 15.1.3 of the General Conditions to the City and Kueny regarding the concealed or unknown conditions of the soils at the Property, which would impact the structural integrity of the building at the grid intersection of 1-A.9 and 1-2 (“First Notice of Concealed or Unknown Conditions”).

63. While VJS waited for a response to its First Notice of Concealed or Unknown Conditions, VJS had no choice but to conduct additional testing and investigation at the Property to determine the cause of the settlement and potential solutions.

64. VJS engaged GeoTest to perform twenty additional soil borings. Those borings identified organics in eight of the twenty additional soil borings, with organic content measured as high as 8.5%. Of those additional borings, those positioned near the foundation that settled the most show “very soft” clay (SPT N values of 1 to 3 blows per foot). This is a significant deviation from the soil conditions reported in the GeoTest Report.

65. Where organic content is measured in excess of 5%, neither the stone columns or rammed aggregate piers specified by Kueny and recommended by GeoTest are viable foundation systems.

66. Due to these findings revealing that the Property had “very soft” soils due to the amount of organic materials in the soils, a different and more expensive foundation system was required.

67. VJS also hired Wiss Janney Elstner Associates, Inc. (“WJE”) to opine on the possible causes of settlement. During its investigation, WJE found that the calculated dead plus live load contact pressure at three of the reviewed column footings exceeded the allowable design pressure of 4,500 psf.

68. To correct Kueny’s own mistake, Kueny advised VJS that it needed to change the foundation design to increase the structural loads, but only at two of the three locations. The following depicts the loads recommended by WJE versus Kueny:

Location	WJE PSF	Kueny PSF
1-B/1-2	6596	5059
1-G/1-2	5234	5748
1-K/1-2	5874	4669

Kueny directed VJS in an e-mail not to increase the load at location 1-K/1-2.

69. On April 25, 2025, over two and a half months after VJS submitted its First Notice of Concealed or Unknown Conditions, Kueny responded rejecting VJS’s notice, claiming in part that because the 2023 soil borings from the GeoTest Report purportedly showed conditions similar to the area of settlement (they did not), the settlement issue was not an unforeseen or concealed physical condition.

70. On or around May 9, 2025, the City emailed VJS asserting that the NR716 Report referred to the presence of organic materials and thus VJS had notice that there were organics present in the soils at the Property.

71. On May 20, 2025, VJS submitted a Notice of Claim under the Construction Agreement to Kueny and the City pursuant to section 15.2.1 of the Construction Agreement (the

“First Notice of Claim”). The First Notice of Claim also constituted the notice under Wis. Stat. § 893.80(1d), to the extent it is required.²

72. In that First Notice of Claim, VJS requested that that under Section 15.1.3.1 of the General Conditions, Kueny, as designated as the Initial Decision Maker, determine that soils constitute a changed condition, entitling VJS to recover its costs identified in Change Order Request #57, as well as additional time to perform as shown in the construction schedule updated on May 14, 2025.

73. On May 28, 2025, Kueny provided a response indicating that there was not an unforeseen or concealed condition on the Project, and thus, rejecting that VJS’ claim for additional costs and time under the First Notice of Claim.

74. On June 12, 2025, after not receiving any response from the City to the Notice, VJS contacted the City indicating that Kueny had rejected its First Notice of Claim as the Initial Decision Maker and inquiring whether the City was also rejecting VJS’s claim for additional costs and time.

75. On June 13, 2025, the City responded, indicating that the City also denied VJS’s claim.

76. Following this, the parties entered into four amendments to the Construction Agreement to extend the deadline for commencement of any litigation.

77. Change Order Request #57 was originally for \$1,279,362.00 but has increased to \$3,295,908.00 due to delays caused by the City and Kueny and the cost to increase the structural loads in three of the column footings due to a design error by Kueny.

² On June 13, 2025, the City advised VJS “that the provisions under Wis. Stat. 893.80 do not apply to a contract dispute.”

VII. VJS Discovers Unknown or Concealed Condition in the Future Locations of Buildings 3 and 5.

78. GeoTest prepared a new Geotechnical Engineering Report on May 16, 2025, which was provided to VJS on May 19, 2025. In that report, GeoTest reported that new soil borings conducted in the locations where buildings 3 and 5 of the Project were to be located revealed the presence of organic material of up to 17%.

79. Based on this new report, VJS determined that the VSCs it had intended to install in the location for building 5 needed to be changed to grouted VSCs, which involves using grout to bolster the strength of the stone column. Because this deviated from the foundation systems specified by Kueny in the Specifications, VJS submitted a Notice of Concealed or Unknown Conditions to the City and Kueny on May 30, 2025 (the “Second Notice of Concealed or Unknown Conditions”), enclosing Change Order Request #58.

80. Kueny responded to the Second Notice of Concealed or Unknown Conditions on July 8, 2025 by adding the following annotation on VJS’s Change Order Request: “THE REVISED DESIGN IS TO REFLECT THE PROJECT DATA GATHERED FROM BRAUN REPORT PROVIDED IN THE BID DOCUMENTS AND BORINGS CONDUCTED TO CONFIRM BUILDING 05 SITE DESIGN BASED ON BUILDING 01 DOCUMENTATION. BID DOCUMENTS INDICATE SOIL CHARACTERISTICS REFLECTED IN THE BUILDING 05 INFORMATION GATHERED. THE SPECIAL FOUNDATIONS CONTRACTOR IS RESPONSIBLE TO REVIEW ALL DOCUMENTS DURING THE BID PERIOD AND PROVIDE THE ADEQUATE DESIGN FOR THE SOIL CONDITIONS PRESENT ON THE SITES AND PROVIDE ALL COSTS INCLUDED IN THEIR BID.”

81. On July 16, 2025, VJS submitted a Notice of Claim under the Construction Agreement to Kueny and the City pursuant to section 15.2.1 of the Construction Agreement (the

“Second Notice of Claim”). The Second Notice of Claim also constituted the notice under Wis. Stat. § 893.80(1d), to the extent it is required.³

82. In that Second Notice of Claim, VJS requested that that under Section 15.1.3.1 of the General Conditions, Kueny, as designated as the Initial Decision Maker, determine that soils constitute a changed condition, entitling VJS to recover its costs identified in Change Order Request #58, as well as additional time to perform.

83. On July 28, 2025, Kueny provided a response indicating that the NR716 Report “provides multiple soil borings directly adjacent to building 03 and 05.” Thus, Kueny rejected VJS’ claim for additional costs and time under the Second Notice of Claim.

84. Critically, the Bid Package included no soil borings for the future locations of buildings 3 or 5, as there were no borings performed in this area by GeoTest in 2023 or by Braun in 2019.

85. The amount sought by VJS in Change Order Request #58 was \$77,762.00.

VIII. VJS Discovers Unknown or Concealed Condition in the Location of Building 1, Remaining Area D.

86. GeoTest prepared a new Geotechnical Engineering Report on July 18, 2025. In that report, GeoTest provided data regarding new soil borings (Borings B-10 through B-35). These borings exhibited lower N-values, higher moisture contents, and higher organics (LOI) content, which were not present in the original drilled borings (Borings B-1 through B-9) referenced in the GeoTest Report.

87. Based on this new report, VJS determined that these new soil borings were evidence of an unforeseen change in site conditions. VJS submitted a Notice of Concealed or Unknown

³ On June 13, 2025, the City advised VJS “that the provisions under Wis. Stat. 893.80 do not apply to a contract dispute.”

Conditions to the City and Kueny on August 5, 2025 (the “Third Notice of Concealed or Unknown Conditions”). In the Third Notice of Concealed or Unknown Conditions, VJS reported, “In areas of softer soil and organic soils not present in the original borings, these have higher risks for settlement, and we recommend the remedial measures at foundation locations in the area of these borings.” VJS advised that it would provide the cost for remediation in a separate communication.

88. On September 8, 2025, VJS provided three options for the City’s consideration, which ranged in price from \$867,993.00 to \$7,861,864.00. The City advised that it was up to VJS to determine which, if any option, to undertake, but stated that any cost would be borne by VJS without contribution from the City.

89. No written response has been received from the City or Kueny to the Third Notice of Concealed or Unknown Conditions.

COUNT I: BREACH OF CONTRACT
(Against the City of West Allis)

90. VJS realleges and incorporates by reference the allegations of Paragraphs 1-89 above.

91. The Construction Agreement is an enforceable contract between the City and VJS.

92. In the Construction Agreement, VJS agreed to perform certain work on the Project in accordance with the Contract Documents in exchange for the City’s payment.

93. Based upon the information contained in the Bid Package, VJS elected to install VSCs as the foundation system for the Project.

94. However, once VJS began construction on the Property, VJS discovered unforeseen and/or concealed conditions on the Property, including unforeseen or concealed soil conditions, making the VSCs no longer appropriate to support the weight of the Project.

95. VJS provided notices of unforeseen and unknown conditions in accordance with the Construction Agreement, seeking additional costs to install a different and more expensive foundation system and an extension to the Project schedule.

96. The City breached the Construction Agreement by refusing to compensate VJS for the increased construction costs associated with the discovery of unknown and unforeseen conditions.

97. The City breached the Construction Agreement by refusing to allow VJS' claim for additional time to complete the Project based on the discovery of unknown and unforeseen conditions.

98. The City breached the Construction Agreement by failing to furnish information or services required of the City with reasonable promptness.

99. As a direct and proximate result of the City's breaches of the Construction Agreement, VJS has been damaged in excess of \$3,300,000.00, which shall include, but not be limited to, all costs, losses, and damages arising out of or relating to the concealed or unknown conditions.

COUNT II: NEGLIGENCE
(Against Kueny)

100. VJS reallege and incorporate by reference the allegations of Paragraphs 1-99 above.

101. The City hired Kueny to design the Project.

102. As part of its obligations, Kueny was to provide drawings and specifications depicting and describing a Project that was capable of being constructed by the winning bidder.

103. Kueny was aware of the NR716 Report and the findings in it.

104. Despite this, Kueny failed to account for the soil conditions identified in the NR716 Report and required the use of either stone columns or rammed aggregate piers in the Specifications.⁴

105. Kueny owed the City and VJS the duty to exercise reasonable and ordinary care in preparing the Specifications for the Project.

106. The Specifications prepared by Kueny were improper because they specified a foundation system that that was ultimately incompatible with the soil conditions later discovered at the Property.

107. Kueny breached its duty to the City and VJS by failing to adequately include drawings and specifications that accounted for the soil conditions on the Property.

108. Kueny also breached its duty to the City and VJS by failing to promptly respond to VJS' notices of unknown or unforeseen conditions and to VJS' requests for information necessary to continue construction of the Project.

109. The aforementioned negligence was a substantial factor in causing the damages suffered by VJS, including without limitation, the City's refusal to grant VJS additional costs and a schedule extension associated with remediating the unforeseen or concealed soil conditions.

110. As a direct and proximate result of Kueny's negligence, VJS has been damaged in excess of \$3,300,000.00, which shall include, but not be limited to, all costs, losses, and damages arising out of or relating to the concealed or unknown conditions.

⁴ VJS does not concede that the NR716 Report provided information that would have necessitated a change in the design of the foundation systems due to the age of the report, lack of geotechnical engineering-related or construction-related recommendations pertaining to building foundations or slabs-on-grade, and more-recent soil borings in the GeoTest Report. But since the City and Kueny have taken the position that the NR716 Report should have provided notice to VJS of adverse soil conditions, then Kueny was negligent in requiring foundation systems that are incompatible with the soil borings included in that report.

COUNT III: NEGLIGENCE
(Against GeoTest)

111. VJS reallege and incorporate by reference the allegations of Paragraphs 1-110 above.

112. The City hired GeoTest to conduct geotechnical testing on the Property and help determine the appropriate foundation support options for the foundation system of the Project.

113. GeoTest only performed nine soil borings on the entire Property.

114. GeoTest was aware of the NR716 Report and the findings in it.

115. Despite this, GeoTest failed to conduct a sufficient number of soil borings on the Property or to account for the soil conditions identified in the NR716 Report when recommending required the use of a rammed aggregate pier (RAP) system or shallow spread footings with over-excavation.

116. GeoTest owed the City and VJS a duty to exercise reasonable and ordinary care in conducting its geotechnical evaluation of the Property and drafting the GeoTest Report.

117. GeoTest's evaluation and its GeoTest Report failed to accurately reflect the soil conditions on the Property and what were appropriate options for foundation support for the Project.

118. GeoTest breached its duty to the City and VJS by failing to adequately investigation the soil conditions on the Property and account for them in its GeoTest Report.

119. Both the City and VJS relied upon the GeoTest Report and GeoTest's recommendations when determining the type of foundation system to use for the Project.

120. The aforementioned negligence was a substantial factor in causing the damages suffered by VJS, the City's refusal to grant VJS additional costs and a schedule extension associated with remediating the unforeseen or concealed soil conditions.

121. As a direct and proximate result of GeoTest's negligence, VJS has been damaged in excess of \$3,300,000.00, which shall include, but not be limited to, all costs, losses, and damages arising out of or relating to the concealed or unknown conditions.

WHEREFORE, Plaintiff VJS Construction Services, Inc. respectfully requests the following relief, as allowed pursuant to the above-referenced facts, the applicable caselaw, and the governing statutes:

- A. A money judgment against the City of West Allis for damages in an amount to be determined by the trier of facts, plus all costs.
- B. A money judgment against Kueny Architects LLC for damages in an amount to be determined by the trier of facts, plus all costs.
- C. A money judgment against GeoTest, Inc. for damages in an amount to be determined by the trier of facts, plus all costs.
- D. For cost and disbursements, including attorneys' fees, incurred herein.
- E. For such other and further relief as the Court deems just and equitable.

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Dated this 25th day of September, 2025.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By: Electronically signed by Lauren A. Triebenbach

Lauren A. Triebenbach, #1064377

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Attorneys for VJS Construction Services, Inc.

FILED
09-25-2025
Anna Maria Hodges
Clerk of Circuit Court
2025CV008353
Honorable Timothy
Witkowiak-22
Branch 22

Exhibit A



AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Second day of March in the year Two Thousand – Twenty-Four (2024)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

VJS Construction Services, Inc.
W233 N2847 Roundy Circle West
Pewaukee, WI 53072

for the following Project:
(Name, location and detailed description)

City of West Allis - The Project consists of a new Department of Public Works Facility consisting of a two-story main building, a warm storage building, a cold storage building, and a fueling station. The main building is 310,150 sq/ft and includes office space, garage parking, vehicle repair, and shops. The warm storage building is 33,000 sq/ft and the cold storage facility is 21,300 sq/ft. Along with the new facilities the entire site will be redeveloped. The hauling of all environmentally impacted materials, removal of the two existing underground tanks, and the clean-up of the 'Hot Spot' will not be part of this bid package.

The Architect:
(Name, legal status, address and other information)

Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, WI 53158

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- Date of Commencement to be determined by Owner and Contractor

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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/

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Estimated date of Substantial Completion per the bid form is 469 days from Commencement of Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Fifty Million Seven Hundred Eight Thousand Five Hundred Twenty-Three Dollars and 50 Cents (\$ 50,708,523.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternates #1--Storage Facility – Building #2	\$3,662,288
Alternates #2- Bin Storage – Building #3	\$267,331
Alternates #3- Fuel Island – Building #4	\$672,033
Alternates #4- Cold Storage/Building - Building #5	\$2,487,680
Alternates #5-Wash Bay Equipment	\$311,130
Alternates #6- Repair Bay Crane	\$272,660
Alternates #7- Weld Bay Crane	\$64,000
Alternates #8- Vehicle lifts	\$75,235
Alternates #9- CMP piping System by Contech with 10 mm lining, (Both inside and outside of pipe)	\$393,941
Alternates #10- CMP piping System by Contech without 10 mm lining	\$0
Alternates #11- RTU-1 and RTU-2 from the specified Carrier units to the revised Aaon units	\$0
Alternates #12- Special Foundations under all floor slabs on grade for Building #1	\$196,368
Informational- Fire Pump	\$47,020.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
General Allowance	\$300,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit (\$0.00)
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Exhibit #1 Proposal / Bid Tab		
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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$250.00 per Calendar Day as detailed in the Contract Documents

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twentieth (20) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the final day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% retainage will be held from Application for Payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Contractor has fully completed all of its obligations under the Contract Documents, and Owner is in receipt of a Certificate of Occupancy, as-built drawings, Final Payment is due once the punch list is completed and signed off by Architect and Owner

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Melinda K. Dejewski, PE
City of West Allis
7525 W. Greenfield Ave
West Allis WI 53214
Office: (414) 302-8374

Init.

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User Notes:

(1700149319)

mdejewski@westalliswi.gov

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Luke Nelson
VJS Construction Services, Inc
Senior Project Manager
W233N2847 Roundy Circle West
Pewaukee, WI 53072
Office: (262) 446-6499
LNelson@vjscs.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

E203 2013, Building Information Modeling and Digital Data is not applicable in the Agreement

- .5 Drawings

Number	Title	Date
Exhibit #2	Drawing Index	

- .6 Specifications

Section	Title	Date	Pages
Exhibit #3	Table of Content		

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	February 29, 2024	108
Addendum #2	March 1, 2024	34
Addendum #3	March 7, 2024	97
Addendum #4	March 8, 2024	29
Addendum #5	March 11, 2024	26

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary General Conditions	February 13, 2024	10

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Melinda K. Dejewski
OWNER (Signature)
Melinda K. Dejewski, / City Engineer
(Printed name and title)

K.P. Henrichs, CFO
CONTRACTOR (Signature)
Kevin Henrichs / Chief Financial Officer
(Printed name and title)

PROPOSAL

CITY OF WEST ALLIS

2024 PROJECT NO. 1906B

CITY OF WEST ALLIS NEW DPW FACILITY

Board of Public Works
West Allis, Wisconsin

Gentlemen:

The undersigned, whose place of business is located at:

W233N2847 Roundy Cir W, Pewaukee, WI 53072

hereby submit the following proposal for doing all the work and furnishing all material, labor, tools, and plans, as set forth in the description in the Notice to Contractors, in and for the prices hereinafter specified in conformity with the contract documents and, if successful, hereby agrees to enter into a contract with the City of West Allis with such sureties as required and set forth in the aforesaid documents for the performance of said contract and in accordance with the terms and conditions set forth in the Contract Documents.

The undersigned hereby certifies that all the statements are made on behalf of:

VJS Construction Services, Inc.

(Name of Corporation, Partnership)

N/A

(Or person submitting bid)

A corporation organized and existing under the laws of the State

Of Wisconsin

A partnership consisting of N/A

An individual doing business as N/A

in the City of Pewaukee State of Wisconsin

and agrees to complete the whole work to the satisfaction of the Common Council of the City of West Allis within the time limits specified under the "Special Provisions" and in case of failure to complete the work satisfactorily within the specified time limits the undersigned agrees to pay to the City of West Allis, without any delay, the account due as liquidated damages in accordance with "Special Provisions".

In signing and submitting this proposal, the Bidder assures the City of West Allis that the Contract Documents for this particular Project have been read and understood and that the furnishing of the subject work, material, labor, tools, plant and services are under the Bidder's control. If the Bidder's performance is contingent upon the acts of another party, the Bidder assures that it has the necessary commitments to complete the contract which may be awarded.

Sworn Statement of Bidder As Required by Sec. 66.0901(7), Stats.

I, being first duly sworn, at Pewaukee/Wisconsin,
(City/State)

on oath state on behalf of the said Bidder that I have examined and carefully prepared this proposal from the plans, specifications and other contract documents and have checked the same in detail before submitting this proposal; and, this sworn statement is hereby made a part of the foregoing proposal.

Dated this 12th day of March, 20 24

Signature [Handwritten Signature]

Title CFO

Company Name VJS Construction Services, Inc.

Address W233N2847 Roundy Cir W
Pewaukee, WI 53072

Phone No. (262) 542-9000

Fax (262) 542-1371

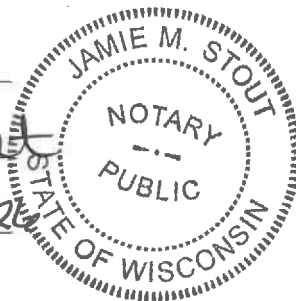
E-mail Address rriemenschneider@vjscs.com

Subscribed and sworn to before me

this 12th day of March, 20 24

Notary Public [Handwritten Signature]

My commission expires 3-19-2026



State of Wisconsin
 Department of Workforce Development
 Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

NONCOLLUSION AFFIDAVIT

STATE OF Wisconsin)
) SS.
COUNTY OF Waukesha)

Kevin Henrichs, being first duly sworn, deposes and says that:

1. He is Officer
(owner, partner, officer, representative or agent)

of VJS Construction Services, Inc.

the Bidder that has submitted the attached Bid.

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Such Bid is genuine and is not a collusive or sham Bid.

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure, through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City or any person interested in the proposed Contract.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Check One) *K.P. [Signature]*
Signature of

 Bidder, if the bidder is an individual.

 Partner, if the bidder is a partnership.

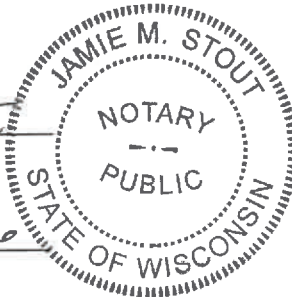
 X Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this 12th day of March 20 24

 Jamie M. Stout
Notary Public, State of Wisconsin

My Commission: 3-19-2026



**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
VJS CONSTRUCTION SERVICES, INC.**

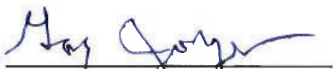
Resolution to Authorize Signers of Performance Bonds

WHEREAS, the Corporation wishes to authorize the proper officers of the Corporation to enter into performance bonds on behalf of VJS CONSTRUCTION SERVICES, INC. (VJS).

THEREFORE, IT IS RESOLVED: That Craig Jorgensen, President and David Jorgensen, Executive Vice President, and Kevin Henrichs, Chief Financial Officer, are authorized to sign and execute performance bonds on behalf of VJS.

The undersigned hereby certifies that the foregoing is a true copy of the resolution adopted by the Board of Directors of the above-named Corporation, by action of the Board of Directors taken on September 27, 2023, and that the Board of Directors of said Corporation has and at the time of the adoption of said Resolution had full powers and lawful authority to exercise same.

Directors/Officers:



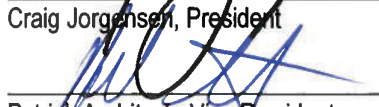
Gary Jorgensen, Chairman



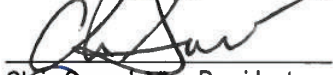
Craig Jorgensen, President



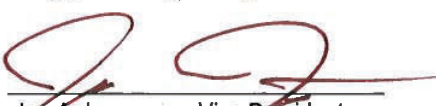
David Jorgensen, Secretary,
Treasurer & Executive Vice President



Patrick Andritsch, Vice President



Chris Sauve, Vice President



Jacob Jorgensen, Vice President



Jason Schneider, Vice President



Katherine Kawczynski, Vice President

Joseph Jorgensen, Vice President



Allyse Jorgensen, Vice President

Adopted at: Pewaukee, County of Waukesha, and State of Wisconsin

Attest:



Corporate Secretary, September 27, 2023



FEDERAL DEBARMENT OR SUSPENSION CERTIFICATION

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions, to parties that are suspended or debarred, or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or greater than \$100,000. Vendors receiving individual awards of \$100,000 or more, and all sub-recipients, must certify that the organizations and its principals are not suspended or debarred.

By submitting your offer and signing this certificate, vendor:

1. Certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Certifies that it will not enter into any subcontracts related to your offer, with any party, where it, or its principals, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Vendor Name: VJS Construction Services, Inc.

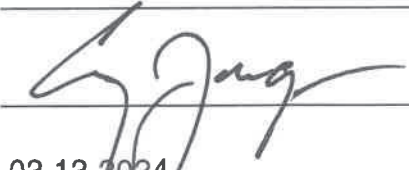
Address: W233N2847 Roundy Cir W

City/State/Zip: Pewaukee, WI, 53072

Phone: (262) 542-9000

Authorized Official - Name: Craig Jorgensen

Authorized Official - Title: President/CEO

Authorized Official - Signature: 

Date Signed: 03.13.2024

CONTRACT**CITY OF WEST ALLIS
2024 PROJECT NO. 1906B
CITY OF WEST ALLIS NEW DPW FACILITY**

THIS AGREEMENT made this 22nd day of March, 2024

by and between VJS Construction Services, Inc.

hereinafter called the Contractor, and the City of West Allis, hereinafter called the City,

WITNESSETH:

THAT, WHEREAS, The City intends to complete installation of a new Department of Public Works Facility consisting of a two-story main building, a warm storage building, a cold storage building, and a fueling station:

**West Allis Department of Public Works
1906 S. 53rd Street
West Allis, WI 53219**

WHEREAS, The Contractor has offered by proposal, in writing, to the Board of Public Works of the City, for furnishing the material, labor, tools, equipment, services and everything necessary for the proper construction and completion in a workmanlike manner of the work herein described for the City, for the price and within the time specified and according to the Contract Documents, and the City has awarded the work to the Contractor according to law.

NOW, THEREFORE, In consideration of the City paying to the Contractor for the performance of the aforesaid work according to the following prices, the Contractor, for himself, his heirs, executors, and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City as follows:

City of West Allis – New DPW Facility

BID FORM
(For reference only see Quest website)

Contractor: VJS Construction Services, Inc Division of Work: General Contractor

To: City of West Allis

For: Department of Public Works Facility

A. The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work, and with the Bidding Documents including Invitation for Bids, Instructions to Bidders, Bid Form, Bid Bond, Agreement, Performance Bond, Labor and Material Payment Bond, Certificate of Insurance, Plans and Specifications, including all Addenda thereto; as prepared by Kueny Architects, LLC, and on file at the office of the Architect; hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, expendable equipment and all utilities and transportation services necessary to complete in a workmanlike manner all Work listed below, as follows:

1. GENERAL CONSTRUCTION

a. Base Bid

All labor, materials, services and equipment necessary for completion of the Work required for the (City of West Allis), the Sum of

\$ Submitted Electronically Dollars (\$ _____)
In words

b. Alternate No. 1

ADD to the base bid amount to **Storage Facility – Building #2** the Sum of

\$ Submitted Electronically Dollars (\$ _____)
In words

c. Alternate No. 2

ADD/to the base bid amount to **Bin Storage – Building #3** the Sum of

\$ Submitted Electronically Dollars (\$ _____)
In words

d. Alternate No. 3

ADD to the base bid amount to **Fuel Island – Building #4** the Sum of

\$ Submitted Electronically Dollars (\$ _____)
In words

City of West Allis – New DPW Facility

e. Alternate No. 4

ADD to the base bid amount to **Cold Storage/Building - Building #5**, the Sum of

\$ Submitted Electronically Dollars (\$ _____)

In words

f. Alternate No. 5

ADD to the base bid amount to **Wash Bay Equipment (11 11 26)**, the Sum of

\$ Submitted Electronically Dollars (\$ _____)

In words

g. Alternate No. 6

ADD to the base bid amount to **Repair Bay Crane (41 22 00)**, the Sum of

\$ Submitted Electronically Dollars (\$ _____)

In words

h. Alternate No. 7

ADD to the base bid amount to **Weld Bay Crane (41 22 00)**, the Sum of

\$ Submitted Electronically Dollars (\$ _____)

i. Alternate No. 8

ADD to the base bid amount to **Vehicle lifts**, the Sum of

\$ Submitted Electronically Dollars (\$ _____)

In words

j. Alternate No. 9

ADD/DEDUCT to the base bid amount to use **CMP piping System by Contech with 10 mm lining, (Both inside and outside of pipe)** the Sum of

\$ Submitted Electronically Dollars (\$ _____)

In words

City of West Allis – New DPW Facility

k. Alternate No. 10

ADD/DEDUCT to the base bid amount to use **CMP piping System by Contech without 10 mm lining**, the Sum of

\$ Submitted Electronically Dollars (\$ \$)
In words

l. Alternate No. 11

ADD/DEDUCT to the Base Bid amount to switch the **RTU-1 and RTU-2 from the specified Carrier units to the revised Aeon units**, to the the Sum of

\$ Submitted Electronically Dollars (\$ \$)
In words

m. Alternate No. 12

ADD/DEDUCT to the Base Bid amount to include **Special Foundations under all floor slabs on grade for Building #1**. Special foundations should be designed using the slab thickness shown on the drawings. Loading in Areas ‘A’ and ‘B’ shall be as shown on the drawings, loading in Areas ‘C’, ‘D’, ‘E’, and ‘F’ shall be as specified in Section 31 66 00, to the the Sum of

\$ Submitted Electronically Dollars (\$ \$)
In words

2. Unit Prices – FOR ALL GENERAL CONSTRUCTION

Should more or less Work of the following categories be required, adjustment will be made to the Contract Sum at the following unit prices, which shall include all expenses, transportation, trucking, restocking charges and overhead profit.

1). Unit Price 1A (Section 31 20 00)

Price per cubic yard of soil excavated, for additional depth required to reach good bearing soil for foundation walls and wall footings, the amount of

Submitted Electronically
\$ Dollars (\$ \$)
per cubic yard, or omitting same.

2). Unit Price 1B (Section 31 20 00)

Price per cubic yard of compacted backfill, in place, at floor slabs or asphalt paving, the amount of

City of West Allis – New DPW Facility

Submitted Electronically
\$ _____ Dollars (\$ \$ _____)
per cubic yard.

3). Unit Price 1C (Section 03 30 00)

Price per cubic yard of additional concrete, formwork and Reinforcement (in place) required for additional depth of foundation Walls, the amount of

Submitted Electronically
\$ _____ Dollars (\$ \$ _____)
per cubic yard or omitting same.

4). Unit Price 1D (Section 03 30 00)

Price per cubic yard for excavation of contaminated soils/debris beyond the 5,000 cubic yards included within the bid amount of

Submitted Electronically
\$ _____ Dollars (\$ \$ _____)
per cubic yards or omitting same.

3. Informational Bids – FOR ALL GENERAL CONSTRUCTION

Should more or less Work of the following categories be required, adjustment will be made to the Contract Sum for the following informational bid, which shall include all work necessary to adjust the project scope as indicated.

1). Informational Bid #01

ADD / DEDUCT - Price to provide a Fire Pump in relation to the Fire Suppression system for reducing pipe sizing and a project deduct. Informational bid to include all Fire suppression and Electrical Scopes of work. Informational bid to indicate whether the scope indicated is and ADD or DEDUCT.

Submitted Electronically
\$ _____ Dollars (\$ \$ _____)
In words

B. Accompanying this Proposal is a Bid Bond in the amount of ten percent (10%) of the Bid, as required by the Instructions to Bidders.

C. In accord with part E of the Instructions to Bidders, we suggest the following substitutions, and will reduce this Bid in the amount shown for each one that is accepted.

Table with 3 columns: Item Specified, Substitution, Reduce Bid. Row 1: N/A

City of West Allis – New DPW Facility

D. It will require the following number of calendar days to complete the Work required by this Contract # 469 days.

E. Receipt of the following Addenda to the Contract Documents are acknowledged:

<u>Number and Date</u>	<u>Number and Date</u>
Addendum #1 02.29.2024	
Addendum #2 03.01.2024	
Addendum #3 03.07.2024	
Addendum #4 03.08.2024	
Addendum #5 03.11.2024	

F. In Submitting this Proposal, it is understood that the Owner reserves the right to reject any or all Proposals , to waive technicalities, and to advertise for new Proposals, but that this Bid shall remain open and shall not be withdrawn for a period of 90 days from the date prescribed for its opening.

G. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within 30 days after the date set for opening of this Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the Contract Documents to the Owner in accord with this Bid as accepted, and will also furnish an deliver to the Owner all required Bonds and proof of insurance coverage required, all within 20 days after personal delivery or deposit in the mail of a notification of acceptance of this Bid.

H. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set fourth below.

I. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail.

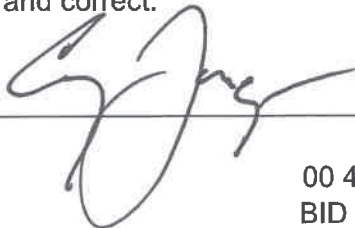
J. I hereby certify that all statements are made on behalf of VJS Construction Services, Inc.

(Name of Corporation, Partnership or Individual submitting Bid)

of the city of Pewaukee , State of Wisconsin , that I have examined and carefully prepared this Proposal from the Plans and Specifications and have checked same detail before submission; that I have fully authority to make such statements, and Proposal in (its, their, my) behalf, and that said statements are true and correct.

Please check one

Signed



February 13, 2024
Project # 2024-1906B

00 41 00-5
BID FORM

City of West Allis – New DPW Facility

of the following:

Contractor

Sole Owner _____
Corporation
Partnership _____

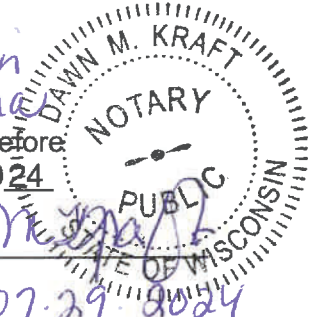
Address W233N2847 Roundy Cir W

Pewaukee, WI, 53072

Name of Partners:

By Craig Jorgensen

State of: Wisconsin
County of: Waukesha
Subscribed and sworn to before
Me this 13 day of March 2024



Notary Public: Dawn Kraft

My commission expires: 07-29-2024

List of Subcontractors: Each Bidder is required to submit a complete list of subcontractors with the proposal or within 24 hours after bid due date.

K. Pursuant with the requirements of the Instructions to Bidders, the Bid is based on the following subcontractors (list on name for each branch or subtitle of Work to be subcontracted):

<u>WORK</u>	<u>CONTRACTOR</u>	<u>CITY</u>

City of West Allis – New DPW Facility

CONSTRUCTION BY CONTRACTOR

PLANS AND SPECIFICATIONS PART OF THE CONTRACT

1. The Contractor agrees to provide certain material, all labor, tools, equipment and services and to do all things necessary for the proper construction and completion in a workmanlike manner of the work hereinbefore described and in conformity with the contract documents which include the (a) Notice to Contractors; (b) Instructions to Bidders; (c) General Conditions; (d) Specifications; (e) Special Provisions; (f) Proposals; (g) Plans; (h) Schedule of Fixed Prices; (i) Supplemental Agreements; (j) all addenda, and (k) Technical Requirements, (l) and all other documents listed in the Table of Contents which Contract Documents are hereby made a part of this contract as though set forth herein in full.

Specifications for Sewer and Water Construction in Wisconsin, 6th Ed., December 22, 2003, and addenda, are included by reference as part of the contract and are on file in the office of the City Engineer. In the event that any provision in any of the above Specifications conflicts with any provision in any other Contract Document, the provision in the Contract Document shall govern.

PERSONAL ATTENTION

CONTRACTOR NOT TO ASSIGN UNLESS WRITTEN CONSENT

2. The Contractor shall exercise, for the City's benefit, its best knowledge and skill and give its personal attention constantly to the faithful prosecution of the work and shall not assign by power of attorney or otherwise this contract or any interest therein or sublet any part of the work without the consent in writing of the Board of Public Works of said City. If the Contractor shall so assign or sublet without such written consent, then the Common Council of the City shall have the right in its discretion to rescind this contract and declare the same null and void and to relet the said work to some competent party; and the Contractor shall be liable to said City for such damages as the Common Council of the City shall determine, which determination thereof shall be final and conclusive on the parties hereto.

STARTING AND COMPLETION

3. The Contractor agrees to commence work under this contract within ten (10) days of the date to be specified in a written notice to proceed from the City and to complete all work included in this contract to the point of final acceptance by the City within the time limits prescribed in the Special Provisions.

(C)9.4

LIQUIDATED DAMAGES

4. The Contractor further covenants and agrees that the time limit for the completion of the work herein provided for is of the essence of this contract, and in case the Contractor shall fail to complete the work hereunder within the time aforesaid, the Contractor agrees to pay to the City the sum prescribed in the Special Provisions for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose, which said sum in view of the difficulty in ascertaining the loss which the City will suffer by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the City will suffer by reason of said delay and default and not as a penalty and the City may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

It is hereby further agreed that the determination and acceptance by the City of the liquidated damages for the delay in the completion of the work shall be in addition to any other damages that the City may sustain by reason of any other breach of this contract.

CITY MAY RELET FOR IMPROPER PERFORMANCE

5. In case of improper or imperfect performance of the work herein specified by the Contractor in the event of written consent by the City, the City may suspend said work and order the entire reconstruction of the whole or any part or may, at its option, relet such partial or entire work to another competent party. The City may do likewise in case said work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited herein, or may employ men and secure material for the completion of the same and charge the cost thereof to the Contractor which sum may be deducted from any balance due the Contractor and without waiver of any rights of the City with respect to liquidated damages for the delay and completion of the work or for actual damages of the breach of any other part of this contract to be performed by said Contractor.

CONTRACTOR TO HOLD CITY HARMLESS FOR INJURIES OR DAMAGES TO THIRD PERSONS

6. The said Contractor further covenants and agrees to and with the City of West Allis that in the performance of this contract it will put up and maintain such barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever, made or suffered upon the premises, public sidewalks, highways or areas within the immediate vicinity of said construction; Contractor further covenants and agrees to indemnify and hold harmless the City against any and all claims and losses which arise as a result of any negligence, acts or omissions from the performance of the duties, work or service in connection with said project, excepting those claims or losses which are a direct result of

the "active" or "sole" negligence of the City; and that Contractor covenants and agrees that it shall and does hereby assume such liabilities and will pay on demand any and all damage or damages occasioned as above specified.

CONTRACTOR TO SAVE CITY HARMLESS FOR CLAIMS OF SUBCONTRACTORS.
SECS. 779.14 & 779.15, STATS.

7. It is Further Understood and Agreed that the Contractor shall save the City harmless from all claims or demands of any subcontractor employed by the Contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the Contractor herein for the doing of the work referred to herein and of whatsoever kind or nature referred to and established by sec. 779.15, Stats., and Acts supplementary thereto.

CONTRACTOR TO PAY ALL CLAIMS FOR WORK UNDERTAKEN BY SURETY,
SEC. 779.14, STATS.

8. It Is Further Understood and Agreed that the Contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to, and the Contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for or in or about said building or under this contract and it is understood and agreed that the liability of the Contractor under this contract and undertaking thereon shall continue and remain in force for a period of one year after the completion and acceptance of said contract as provided in sec. 779.14, Stats., and Acts supplementary thereto.

INDEMNIFYING AGREEMENT

9. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of West Allis, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

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

Contractor shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

DAMAGES TO CITY

10. If, upon any adjustment or determination of damages by the Common Council of the City of West Allis, said damages should exceed the amount due from the City to the Contractor, then in that case the Contractor covenants and agrees to pay the same to the said City on demand.

ESTIMATES OF WORK DONE AND ACCEPTANCE, SEC. 66.0901(9)(b), STATS.

11. The City hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating this Contract or binding itself to accept the remainder of the work or any portion thereof, whether completed or not. The Contractor shall prepare and present a schedule of materials delivered and work performed to the City Engineer. The City Engineer shall verify the schedule of work completed and materials furnished by actual inspection and shall then make, in writing, an approximate estimate of the amount of work done, and materials furnished and the value thereof, according to the terms of this contract. Said estimate shall be made only when the work progresses in accordance with the provisions of this contract, drawings,

(C)9.7

plans and specifications. The Common Council, upon recommendation of the Board of Public Works, shall grant to the Contractor the estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage. The retainage shall be an amount equal to 5% of said estimate until 50% of the work has been completed. At 50% completion, further partial payment shall be made in full to the Contractor and no additional amount shall be retained unless the City Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or at any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. When the work has been substantially completed, according to the plans and specifications, except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Board of Public Works are valid reasons for non-completion, the Board of Public Works may recommend to the Common Council that the City make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative pay out the entire amount retained and receive from the Contractors guarantees in the form of a bond or other collateral sufficient to ensure completion of the job.

ACCEPTANCE AND PAYMENT OF WORK

12. The City of West Allis hereby covenants and agrees to and with the said Contractor, that upon completion of said work according to the drawings, plans and specifications and the true intent and meaning of this contract and after acceptance of the work by the Common Council of the City of West Allis, the City of West Allis will pay or cause to be paid to said Contractor or its lawful assigns if consent thereto is given in writing, the balance due said Contractor after deducting all adjustments, damages or credits due the said City. The said Contractor agrees to surrender before the payment of said balance all satisfactions of any and all lien claims of whatever nature, together with releases and satisfactory evidence of releases of any and all claims of whatever nature in favor of any subcontractor, material man, laborer or person loaning or furnishing equipment or services of any nature to the effect that such persons have been fully paid or are no longer entitled to such lien or claim for lien.

CHANGED CONDITIONS

13. If the Contractor encounters physical conditions at the site of the work of an unusual nature, differing materially from those which might be reasonably encountered and generally recognized as inherent in work of the character provided for, or implied in the

(C)9.8

Plans and Specifications, he shall promptly and before such conditions are unduly disturbed notify the City Engineer, in writing, of his intention to claim an adjustment in compensation. The City Engineer shall thereupon promptly investigate the conditions and, if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of the contract or in the time required for performance of the contract, the contract will be modified, in writing, and an equitable adjustment made in accordance with the contract unit price, fixed extra price or time and material, as the case may be.

If the Contractor fails to give the City Engineer written and timely notice of his intention to claim an adjustment in compensation, as herein before provided, and to afford the City Engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, the claim may be denied by the Board of Public Works.

GUARANTEE

14. All work shall be and is guaranteed to a period of one year from and after the completion date of the work. For purposes of this contract, the completion date is the date certified by the City Engineer. If, within said guarantee period, repairs or changes are required in connection with the work, which, in the opinion of the City Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the City Engineer, and without expense to the City, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site or contents thereof, which damage, in the opinion of the City Engineer, results from the use of such inferior or defective materials, equipment or workmanship.

If, within ten (10) days after notice, the Contractor fails to comply with the terms of any guarantee herein contained, the City may have the defects corrected and the Contractor or his surety shall be liable for all expenses incurred; except, when, in the opinion of the City Engineer, delay in correcting the defects would cause serious cost or damage, repairs may be made by the City without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Documents, shall be subject to the terms of this paragraph during the one-year guarantee period. All special guarantees and manufacturers warranties shall be delivered to the City Engineer before shop drawings on items of major equipment are approved, guarantees and warranties for other items shall be furnished prior to the acceptance of the work.

15. Nothing contained in the contract herein shall be construed to prevent the Board of Public Works or the Common Council from extending the time to complete the work under this

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contract and this contract is signed by the respective parties and the surety with the understanding that such extension of time may be given when considered proper, and shall not be deemed a modification or a change affecting the liability of the surety.

CHANGE OF MATERIAL

16. It is further agreed that any change of material different from that specified in the specifications shall, when agreed upon by the Contractor and Common Council in writing, be accepted by all parties in lieu of that so changed and shall in no way be considered as changing said contract, but all parties including the surety signing this contract do so with the knowledge that such changes are likely to be made.

DELAYS

17. The City shall not be liable to the Contractor and/or any subcontractor for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this contract. The sole remedy against the City for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the City Engineer.

IN WITNESS WHEREOF, The parties hereto have executed this instrument under their several seals, on the day and year first above written, the name and corporate seal of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

VJS Construction Services, Inc. (Seal)

Contractor

W233N2847 Roundy Circle West,
Pewaukee, WI 53072

Business Address

By:

K.P. Henrichs, CFO

Signature & Title

By:

Kevin P. Henrichs

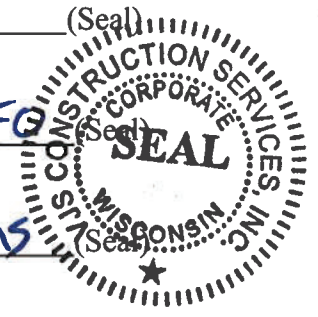
Printed

By:

Signature & Title

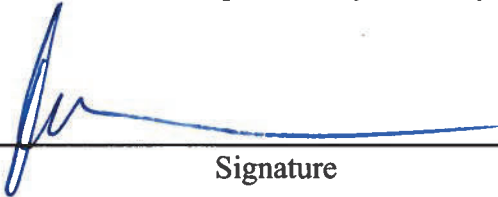
By:

Printed



CORPORATE CERTIFICATE

I, David Jorgensen, certify, that I am the Secretary of the Corporation named as Contractor herein; that Kevin P Henrichs who signed this contract on behalf of the Contractor, was then ~~President~~ Chief Financial Officer of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.



Signature



CITY OF WEST ALLIS

Mayor Date: _____

City Administrator Date: _____

Countersigned at West Allis on _____, and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.

Comptroller

Approved as to form on _____.

City Attorney

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Kevin P. Henrichs, an officer of
(Affiant)

VJS Construction Services, Inc., to wit, its

Chief Financial Officer, being first duly sworn on oath, says:
(Title)

That VJS Construction Services, Inc. has no contractual
(Name of Contractor)

relationships whatsoever, either direct or indirect, with any officer, agent or employee of the City of West Allis, Wisconsin; nor has any officer, agent or employee of said City any financial interest either direct or indirect, present or prospective, absolute or conditional in the contract to which this bond pertains, as this affiant well knows.

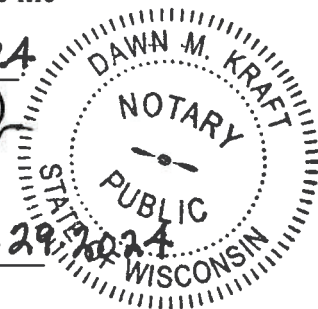
Dated at Pewaukee, Wisconsin, this 22nd day of March, 2024.

K.P. Henrichs
(Affiant)
Chief Financial Officer
(Title)

Subscribed and sworn to before me

this 22 day of March, 2024

Dawn M Kraft
Notary Public



My Commission Expires: 07.29.2024

NOTE: Affidavit must be executed by person who signs contract.

Bond No. 016242747

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

VJS Construction Services, Inc.
W233 N2847 Roundy Circle West
Pewaukee, WI 53072

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
A MA Corporation

OWNER:

(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: March 22, 2024

Amount: \$ Fifty Million Seven Hundred Eight Thousand Five Hundred Twenty Three and 50/100 Dollars (\$50,708,523.50)

Description:

(Name and location)

City of West Allis - The Project consists of a new Department of Public Works Facility consisting of a two-story main building, a warm storage building, a cold storage building, and a fueling station. The main building is 310,150 sq/ft and includes office space, garage parking, vehicle repair, and shops. The warm storage building is 33,000 sq/ft and the cold storage facility is 21,300 sq/ft. Along with the new facilities the entire site will be redeveloped. The hauling of all environmentally impacted materials, removal of the two existing underground tanks, and the clean-up of the 'Hot Spot' will not be part of this bid package.

BOND

Date: April 3, 2024

(Not earlier than Construction Contract Date)

Amount: \$ Fifty Million Seven Hundred Eight Thousand Five Hundred Twenty Three and 50/100 Dollars (\$50,708,523.50)

Modifications to this Bond: X Nonc See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
VJS Construction Services, Inc.

Name and Title: *Kevin P. Neundorfs CFO*

SURETY

Company: *(Corporate Seal)*
Signature: Liberty Mutual Insurance Company

Name and Title: *William M. Smith Attorney-in-Fact*

(Additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff Insurance Services, LLC
2000 International Park Drive, Suite 600
Birmingham, AL 35243
205-252-9871

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Kueny Architects, LLC 10505
Corporate Drive, Suite 100
Pleasant Prairie, WI 53158



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User Notes:

(3B9ADA2A)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

(3B9ADA2A)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William M. Smith, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 16:48:22 CT on 04/03/2024 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Performance Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

William M. Smith, Attorney-in-Fact

(Title)

April 3, 2024

(Dated)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205020-016032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Sam Audia, William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Bond No. 016242747

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

VJS Construction Services, Inc.
W233 N2847 Roundy Circle West
Pewaukee, WI 53072

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
A MA Corporation

OWNER:

(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: March 22, 2024

Amount: \$ Fifty Million Seven Hundred Eight Thousand Five Hundred Twenty Three and 50/100 Dollars (\$50,708,523.50)

Description:

(Name and location)

City of West Allis - The Project consists of a new Department of Public Works Facility consisting of a two-story main building, a warm storage building, a cold storage building, and a fueling station. The main building is 310,150 sq/ft and includes office space, garage parking, vehicle repair, and shops. The warm storage building is 33,000 sq/ft and the cold storage facility is 21,300 sq/ft. Along with the new facilities the entire site will be redeveloped. The hauling of all environmentally impacted materials, removal of the two existing underground tanks, and the clean-up of the 'Hot Spot' will not be part of this bid package.

BOND

Date: April 3, 2024

(Not earlier than Construction Contract Date)

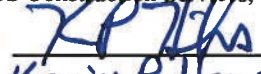
Amount: \$ Fifty Million Seven Hundred Eight Thousand Five Hundred Twenty Three and 50/100 Dollars (\$50,708,523.50)

Modifications to this Bond: X None Sec Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Signature: VJS Construction Services, Inc.

Name and Title:


Kevin P. Henrichs
CFE

SURETY

Company: *(Corporate Seal)*
Signature: Liberty Mutual Insurance Company

Name and Title: William M. Smith
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff Insurance Services, LLC
2000 International Park Drive, Suite 600
Birmingham, AL 35243
205-252-9871

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Int.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Int.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Int.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, William M. Smith, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 16:51:24 CT on 04/03/2024 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

William M. Smith, Attorney-in-Fact

(Title)

April 3, 2024

(Dated)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205020-016032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

2024-1906B DPW Facility (#8972854)

03/13/2024 02:00 PM CDT

City of West Allis - DPW Facility	
General Contractor	VJS Construction Services, Inc.
Base Bid	\$42,176,869.00
Alternate #1 -Storage Facility – Building #2	\$3,662,288.00
Alternate #2 - Bin Storage – Building #3	\$267,331.00
Alternate #3 - Fuel Island – Building #4	\$672,033.00
Alternate #4 -Cold Storage/Building - Building #5	\$2,487,680.00
Alternate #5 - Wash Bay Equipment (11 11 26)	\$311,130.00
Alternate #6 - Repair Bay Crane (41 22 00)	\$272,660.00
Alternate #7 - Weld Bay Crane (41 22 00)	\$64,000.00
Alternate #8 - Vehicle lifts	\$75,235.00
Alternate #9 CMP piping System by Contech with 10 mm lining, (Both inside and outside of pipe)	\$393,941.00
Alternate #10 - CMP piping System by Contech without 10 mm lining	\$0.00
Alternate #11 RTU-1 and RTU-2 from the specified Carrier units to the revised Aeon units	\$0.00
Alternate #12 - Special Foundations under all floor slabs on grade for Building #1	\$196,368.00
Unit price 1A \$9.89 x 50 yds	\$494.50
Unit price 1B \$42.09 x 50 yds	\$2,104.50
Unit price 1C \$1,575.49 x 50 yds	\$78,774.50
Unit price 1D \$11.90 x 50 yds	\$595.00
Informational Bids - Fire Pump (Add/ Deduct)	\$47,020.00
Total	\$50,708,523.50

City of West Allis – New DPW Facility

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the ___ day of ___ in the year ___
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of West Allis New DPW Facility
1906 S. 53rd Street
West Allis, WI 53219

THE OWNER:
(Name, legal status and address)

City of West Allis
7525 W. Greenfield Avenue
West Allis WI 53214

THE CONTRACTOR:
(Name, legal status and address)

TBD

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
N/A	N/A

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	N/A

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE A.3 CONTRACTOR’S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner, the Architect, and the Architect’s consultants as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04. The additional insurance shall be evidenced in the form of a Policy Endorsement acceptable to the Village.

§ A.3.2 Contractor’s Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and One Million Dollars (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Contractor, including the loading and unloading thereof, with policy limits of not less than One Million Dollars (\$ 1,000,000) per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in

Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

[] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
§ A.3.4 Performance Bond and Payment Bond	
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: <i>(Specify type and penal sum of bonds.)</i>	
Type	Penal Sum (\$0.00)
Payment Bond	100% of the Contract Documents
Performance Bond	100% of the Contract Documents

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ A.4.1 The obligations of the contractor under the provisions of this Article shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

§ A.4.2 The property insurance for the work as described in Paragraph A.2.3.1, which will be purchased by the Owner, requires a deductible of \$1,000, which deductible shall be paid by the Contractor.

§ A.4.3 All insurance coverages shall be provided by insurance companies having policy holder ratings no lower than "A" and financial rating not lower than "XII" In the Best's Insurance Guide" latest edition in effect as of the date of the Contract.

§ A.4.4 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

§ A.4.5 The limits of liability as stated may be arrived by using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:*(Name and location or address)*

City of West Allis New DPW Facility
 1906 S. 53rd Street
 West Allis, WI 53219

THE OWNER:*(Name, legal status and address)*

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

THE ARCHITECT:*(Name, legal status and address)*

Kueny Architects, LLC
 10505 Corporate Drive Suite 100
 Pleasant Prairie, WI 53158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

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time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 Claims****§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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SUPPLEMENTARY CONDITIONS

The following supplements modify AIA Document A201–2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1.1 The Contract Documents

The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the Architect, who will render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2.1 In the event of inconsistencies among the Contract Documents, the Architect is to interpret them to reflect the design intent.

§ 1.2.1.2 In clarifying ambiguities or settling disputes, the following order of precedence of the Contract Documents shall be used:

- a. Modifications.
- b. The Agreement.
- c. Addenda, with those of later date having precedence over those of earlier date.
- d. The Supplementary Conditions.
- e. The General Conditions of the Contract for Construction.
- f. Written Dimensions.
- g. Scaled Dimensions.
- h. Detailed Drawings.
- i. General Drawings

In the case of an inconsistency between Drawings and Specification or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accord with the Architect's interpretation.

§ 1.5.1 The Owner shall be deemed the authors and owners of Architect's and Architect's consultants' respective Instruments of Service, including the Drawings and Specifications, and own all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Architect, Architect's consultants, Contractor, Subcontractors, Subsubcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Architect, Architect's consultants, Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Architect and Architect's consultants may use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors, and

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suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner.

ARTICLE 2 OWNER

§ 2.1.2 (Deleted in its entirety.)

§ 2.2 **Evidence of the Owner's Financial Arrangements** (Deleted in its entirety.)

§ 2.3.1 The Owner shall secure and pay for the building, mechanical, electrical, and plumbing plan review permits, the environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits as required by the jurisdiction listed elsewhere in the specification. The Contractor shall secure and pay for all building construction permits, other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of their Contract which are legally required when bids are received, or negotiations concluded.

§ 2.3.2 The Owner may retain an architect of its choosing lawfully licensed to practice architecture, or an entity of its choosing lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 (Deleted in its entirety.)

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall furnish utility locations and exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish the Contract Documents to the Contractor in digital format. If the Contractor requires paper documents, the Contractor shall be responsible for the costs of producing such paper documents.

ARTICLE 3 CONTRACTOR

§ 3.2.3 (Deleted in its entirety.)

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. When the Contract Documents give specific instructions concerning construction methods and means, the Contractor will review such instructions (including those recommended by Manufacturers) and advise the Architect if the specified procedures deviate from good construction practice or will affect any warranties. The Contractor shall propose alternative means, methods, techniques, sequences, or procedures that only if the proposal is included within the Contractor's general warranty. Any alternative procedure which the Contractor will warrant. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full conformance with the

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conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

1. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
2. represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
3. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
4. agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects: and
5. represents that the request includes a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.6 The Owner is wholly exempt from sales and use tax. Payment of sales tax shall be excluded from this Project. The Owner shall provide to Architect or Contractor a Certificate of Exempt Status (CES) number and/or Wisconsin Department of Revenue Form S-211 upon request.

§ 3.7.1 The Owner shall secure and pay for the building, mechanical, electrical, and plumbing plan review permits, the environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits as required by the jurisdiction listed elsewhere in the specification. The Contractor shall secure and pay for all building construction permits, other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of their Contract which are legally required when bids are received, or negotiations concluded.

§ 3.8.2.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2 except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent shall have a minimum of ten years of experience with commercial construction projects of similar size and complexity. The Superintendent shall not also perform the functions of a Project Manager. The Project Manager tasks shall be performed as described in Section 01 30 00. This superintendent will also be responsible for resolving all Punch List items after inspection by the Owner and Architect.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are incorporated into the Contract Documents.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and Two (2) resubmittals. The Contractor shall reimburse the Owner for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.18.3 In agreeing to this indemnification provision, the Owner does not waive any defenses, immunities, limitations on damages, or other legal status afforded to it under federal or state law and expressly maintains the right to assert any defense, immunity, limitation, or other legal status in any subsequent action or proceeding.

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ARTICLE 4 ARCHITECT

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Any direct communication between Owner and Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing, with copies to the Architect, and that any such communications that represent a modification of the Contract requirements will be documented appropriately. Any communications among the Architect and Subcontractors should be confirmed in writing to the Contractor.

§ 4.2.7.1 In no case will the Architect's review period on any submittal be less than 10 days after receipt of the submittal from the Contractor.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and the plans approved by the Owner.

§ 4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on the form included in the Contract Documents. The Architect will return without action requests for information that do not conform to requirements of the Contract Documents.

§ 4.2.15 The Architect shall copy the Owner on any communications with the Contractor where the Architect authorizes any changes to Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, Shop Drawings, or the approved aesthetic appearance of the Work.

ARTICLE 5 SUBCONTRACTORS

§ 5.2.1.1 Not later than 14 days from the Contract Date, the Contractor shall provide a list showing the name of the Manufacturers proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing Subcontractor.

§ 5.2.1.2 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed Manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a Manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed Manufacturer must conform to such requirements.

§ 5.2.3 (Deleted in its entirety.)

§ 5.4 (Deleted in its entirety.)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

ARTICLE 7 CHANGES IN THE WORK

§ 7.2.2 For each change in the Work with an increase or decrease in the Contract Sum, the Contractor shall submit a Potential Change Request prior to starting any work for review by the Architect.

§ 7.2.3 Each Potential Change Request shall include the detailed documentation as specified in Subparagraphs 7.3.4.1 through 7.3.4.5. The allowance for overhead and profit shall be as specified in Subparagraph 7.3.11 of this Section.

§ 7.2.4 The Contractor shall not begin the Work of a Potential Change Request until notified by the Architect unless a written Construction Change Directive is issued. Work of a Potential Change Order undertaken without an approved Construction Change Directive will be at the Contractor's own risk.

§ 7.2.5 A Change Order will be issued comprised of one or more approved Potential Change Requests at appropriate intervals.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and saving of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accord with the schedule set forth in Clause 7.3.11.1 through 7.3.11.5 below. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect.
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.11 In Subparagraph 7.3.7 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, 5 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 2.5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by the Subcontractor's own forces, five percent of the cost.
- .4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a

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complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

- .5 The Architect will have access to all records and costs from prime contractors, sub-contractors, and suppliers for the base bid work, alternatives and change orders in order to evaluate certificates of payment and change order requests.

§ 7.4 Minor Changes in the Work. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time or any change in the aesthetic of the Work. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.2 Schedule of Values (Deleted in its entirety.)

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™–1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™–1992, Continuation Sheet.

§ 9.3.1.3 Until the Work is 50 percent complete; the Owner will pay 95 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, if the progress of the work is satisfactory to the Architect, the Architect will (on presentation by the Contractor of Consent of Surety for each Application) authorize any remaining partial payments to be paid in full, but amounts previously retained shall not be paid to the Contractor.

§ 9.3.1.4 At 50 percent completion or any time after 50 percent completion when the progress of the work is not satisfactory, additional amounts may be retained up to a total retainage of 10 percent of the value of the work completed.

§ 9.3.3.1 The first payment application shall be accompanied by the Contractor's partial waiver of lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's partial waiver, and by the partial waivers of Subcontractors and suppliers who were included in the immediately preceding payment application to the extent of the payment. Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such final

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waivers.

§ 9.7 Failure of Payment If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Agreement for the project contains a Liquidated Damages Clause. Substantial Completion must occur prior to the project being considered complete. No extensions for weather or other items known to the Contractor prior to bidding will be considered. Extensions for strikes or any unforeseen items will be determined by the Architect.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will notify the Owner that the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Architect shall make the inspection at a time when the Owner's representative can attend. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Acceptance by West Allis Common Council.

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will notify the Owner that the Architect will make a final inspection. The architect shall arrange for a time when the Owner's representative can attend and promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed and the West Allis Common Council accepts the work as final, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts

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paid to the Architect for any additional inspections.

§ 9.11.1 The Owner may suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, agree and liquidated damages for each calendar day of delay until the Work is Substantially Complete: \$10,000 per calendar day.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.2.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Subparagraph 10.2.5.

§ 10.2.3.2 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualification of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods, are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.3.3.1 Notwithstanding the foregoing, nothing contained within this Contract is intended to be waiver or estoppel of the City of West Allis or its insurer's ability to rely upon the limitations, defenses and immunities set forth under Wisconsin law, including, but not limited to, those contained in Wisconsin Statute Sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the City of West Allis or its insurer shall not be liable, in indemnity or contribution, for an amount greater than the limit of the liability for municipal claims established under Wisconsin law. The City's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the City of West Allis be required to indemnify the Contractor, Subcontractor or Architect, or their agents or employees, for their own negligent or intentional conduct. This language must apply to all indemnity obligations that are sought against the City in this Contract.

ARTICLE 11 INSURANCE AND BONDS

§ 11.3 (Deleted in its entirety.)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.2.1 Before Final Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Final Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Final Completion, the Architect will conduct, and the Contractor shall attend, a meeting with the Owner to review the facility operations and performance.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Warranty requirements shall be extended to all corrected work.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.5 Interest (Deleted in its entirety.)

§ 13.6 Non-Discrimination

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 setting forth the policies of non-discrimination. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the

City of West Allis – New DPW Facility

period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Normal weather shall be determined based on records for the nearest station of the United States Environmental Data Service. Claims for additional time based on adverse weather will only be allowed in the event that they have a material effect on the exterior construction portions of the project.

§ 15.1.6.3 The time for completion stated on the Bid Form shall be consecutive calendar days with no allowance assumed for unusual weather. The Architect will maintain a daily weather record to verify any claims for an extension of time of an increase in the Contract sum because of bad weather. The Contractor will be expected to have included in his Bid a sum to cover working continuously in the normal temperature conditions found at the building site. Contractor is not expected to work in the rain or snow.

§ 15.3 Mediation (Deleted in its entirety.)

§ 15.4 Arbitration (Deleted in its entirety.)

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Amendment No. 1 (“Amendment”) to the AIA A101-2017 Standard Form of Agreement between Owner and Contractor dated as of March 22, 2024 (the “A101”) and associated AIA A201-2017 General Conditions of the Contract for Construction (the “A201”), as amended by the Supplementary Conditions (“Supplementary Conditions”; collectively with the A101 and A201, the “Agreement”) by and between VJS Construction Services, Inc. (“Contractor”) and City of West Allis (“Owner”) is effective as of June 26, 2025

The parties agree that the Agreement shall be amended as follows:

1. Section 15.2.6.1 of the Agreement is amended to extend the time that either party shall have from the date of an initial decision to initial a legal action from 30 days to 60 days.

The parties hereby accept and agree to the terms of the Agreement as modified by this Amendment as of the date written above. Except as amended herein, the terms of the Agreement remain unchanged. Owner and Contractor reserve all rights related to claims presented through the date of this Amendment.

CONTRACTOR:

VJS CONSTRUCTION SERVICES, INC.



By: David Jorgensen

Title: Executive Vice President

OWNER:

CITY OF WEST ALLIS



By: Kail Decker

Title: City Attorney

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Amendment No. 2 (“Amendment”) to the AIA A101-2017 Standard Form of Agreement between Owner and Contractor dated as of March 22, 2024 (the “A101”) and associated AIA A201-2017 General Conditions of the Contract for Construction (the “A201”), as amended by the Supplementary Conditions (“Supplementary Conditions”; collectively with the A101 and A201, the “Agreement”) by and between VJS Construction Services, Inc. (“Contractor”) and City of West Allis (“Owner”) is effective as of July 23, 2025


The parties agree that the Agreement shall be amended as follows:

1. Section 15.2.6.1 of the Agreement is amended to extend the time that either party shall have to initiate a legal action to August 8, 2025.

The parties hereby accept and agree to the terms of the Agreement as modified by this Amendment as of the date written above. Except as amended herein, the terms of the Agreement remain unchanged. Owner and Contractor reserve all rights related to claims presented through the date of this Amendment.


CONTRACTOR:

VJS CONSTRUCTION SERVICES, INC.

By: 
 Title: Executive Vice President

OWNER:

CITY OF WEST ALLIS

By: 
 Title: City Attorney

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Amendment No. 3 (“Amendment”) to the AIA A101-2017 Standard Form of Agreement between Owner and Contractor dated as of March 22, 2024 (the “A101”) and associated AIA A201-2017 General Conditions of the Contract for Construction (the “A201”), as amended by the Supplementary Conditions (“Supplementary Conditions”; collectively with the A101 and A201, the “Agreement”) by and between VJS Construction Services, Inc. (“Contractor”) and City of West Allis (“Owner”) is effective as of August 5, 2025.

The parties agree that the Agreement shall be amended as follows:

1. Section 15.2.6.1 of the Agreement is amended to extend the time that either party shall have to initiate a legal action to September 12, 2025.

The parties hereby accept and agree to the terms of the Agreement as modified by this Amendment as of the date written above. Except as amended herein, the terms of the Agreement remain unchanged. Owner and Contractor reserve all rights related to claims presented through the date of this Amendment.


CONTRACTOR:

VJS CONSTRUCTION SERVICES, INC.

By:  _____
 Title: Executive Vice President

OWNER:

CITY OF WEST ALLIS

By:  _____
 Title: Kail Decker, City Attorney

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Amendment No. 4 (“Amendment”) to the AIA A101-2017 Standard Form of Agreement between Owner and Contractor dated as of March 22, 2024 (the “A101”) and associated AIA A201-2017 General Conditions of the Contract for Construction (the “A201”), as amended by the Supplementary Conditions (“Supplementary Conditions”; collectively with the A101 and A201, the “Agreement”) by and between VJS Construction Services, Inc. (“Contractor”) and City of West Allis (“Owner”) is effective as of September 9, 2025.

The parties agree that the Agreement shall be amended as follows:

1. Section 15.2.6.1 of the Agreement is amended to extend the time that either party shall have to initiate a legal action to September 26, 2025.

The parties hereby accept and agree to the terms of the Agreement as modified by this Amendment as of the date written above. Except as amended herein, the terms of the Agreement remain unchanged. Owner and Contractor reserve all rights related to claims presented through the date of this Amendment.


CONTRACTOR:

VJS CONSTRUCTION SERVICES, INC.

By:  _____
 Title: Executive Vice President

OWNER:

CITY OF WEST ALLIS

By:  _____
 Title: Kail Decker, City Attorney

Monthly Listing of Claims Paid
September 2025

Payment Date: 09/02/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40362	A. GALENA, LLC	223-7602-563.43-03		HAPRENT-9-25	1,460.00
40362 - Summary					1,460.00
40363	ADSIT, CHRIS	223-7602-563.43-03		HAPRENT-9-25	2,825.00
40363 - Summary					2,825.00
40364	ALPINE COURT, LLC	223-7602-563.43-03		HAPRENT-9-25	594.00
40364 - Summary					594.00
40365	AMBROSELLI, DOMINIC	223-7602-563.43-03		HAPRENT-9-25	1,518.00
40365 - Summary					1,518.00
40366	AMU-PLUS, LLC	223-7602-563.43-03		HAPRENT-9-25	471.00
40366 - Summary					471.00
40367	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-9-25	1,245.00
40367 - Summary					1,245.00
40368	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-9-25	2,192.00
40368 - Summary					2,192.00
40369	ATD RENTALS 69 LLC	226-7605-563.43-08		HAPRENT-9-25	594.00
40369 - Summary					594.00
40370	AUTUMN GLEN LLC	223-7602-563.43-03		HAPRENT-9-25	1,286.00
40370 - Summary					1,286.00
40371	AVILA, JORGE	223-7602-563.43-03		HAPRENT-9-25	729.00
40371 - Summary					729.00
40372	BARTSCH MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-9-25	1,631.00
	BARTSCH MANAGEMENT, LLC	226-7605-563.43-08		HAPRENT-9-25	850.00
40372 - Summary					2,481.00
40373	BEANS BEANS LLC	226-7605-563.43-08		HAPRENT-9-25	879.00
40373 - Summary					879.00
40374	BECHER PROPERTY LLC	223-7602-563.43-03		HAPRENT-9-25	768.00
40374 - Summary					768.00
40375	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-9-25	57,224.00
40375 - Summary					57,224.00
40376	BERRADA PROPERTIES MGT INC	226-7605-563.43-08		HAPRENT-9-25	1,286.00
40376 - Summary					1,286.00
40377	BIECK MANAGEMENT	226-7605-563.43-08		HAPRENT-9-25	1,100.00
40377 - Summary					1,100.00
40378	BIECK MANAGEMENT, INC.	223-7602-563.43-03		HAPRENT-9-25	624.00
40378 - Summary					624.00
40379	BILL HOAG PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-9-25	564.00
40379 - Summary					564.00
40380	BLAKE-WEISE MGT DBA FRENCH QUARTER	223-7602-563.43-03		HAPRENT-9-25	1,460.00
	BLAKE-WEISE MGT DBA FRENCH QUARTER	226-7605-563.43-08		HAPRENT-9-25	903.00
40380 - Summary					2,363.00
40381	BRUCKNER, DAN	223-7602-563.43-03		HAPRENT-9-25	639.00
40381 - Summary					639.00
40382	BUCKHORN STATION ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-9-25	345.00
40382 - Summary					345.00
40383	BURNHAM HILL APTS	226-7605-563.43-08		HAPRENT-9-25	1,604.00
40383 - Summary					1,604.00
40384	BURNHAM 2 LLC	226-7605-563.43-08		HAPRENT-9-25	491.00
40384 - Summary					491.00
40385	BUTTITTA, NICK	223-7602-563.43-03		HAPRENT-9-25	539.00
40385 - Summary					539.00
40386	CARRAN, CARL	223-7602-563.43-03		HAPRENT-9-25	1,556.00
40386 - Summary					1,556.00
40387	CATHERINE GALLAGHER,	223-7602-563.43-03		HAPRENT-9-25	850.00
40387 - Summary					850.00
40388	CHAPEL GARDEN APARTMENTS LLC	226-7605-563.43-08		HAPRENT-9-25	1,071.00

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
40388 - Summary					1,071.00
40389	CHIARA COMMUNITIES, INC	223-7602-563.43-03		HAPRENT-9-25	1,681.00
	CHIARA COMMUNITIES, INC	226-7605-563.43-08		HAPRENT-9-25	1,871.00
40389 - Summary					3,552.00
40390	CHIARA COMMUNITIES, INC	226-7605-563.43-08		HAPRENT-9-25	676.00
40390 - Summary					676.00
40391	CITY OF WEST ALLIS-FSS DEPOSITS	223-7602-563.43-09		FSSRENT-9-25	3,218.00
40391 - Summary					3,218.00
40392	CITYWIDE RENTALS &PROPERTY MGMT LLC	223-7602-563.43-03		HAPRENT-9-25	2,806.00
40392 - Summary					2,806.00
40393	COBALT SUPREME - CP, LLC	223-7602-563.43-03		HAPRENT-9-25	208.00
40393 - Summary					208.00
40394	COBALT SUPREME-CP, LLC	223-7602-563.43-03		HAPRENT-9-25	842.00
40394 - Summary					842.00
40395	CORNERSTONE MANAGEMENT ASSOC	226-7605-563.43-08		HAPRENT-9-25	2,273.00
40395 - Summary					2,273.00
40396	DAVENPORT, DERRICK	226-7605-563.43-08		HAPRENT-9-25	699.00
40396 - Summary					699.00
40397	DAYFORTH APARTMENTS LLP	226-7605-563.43-08		HAPRENT-9-25	471.00
40397 - Summary					471.00
40398	EAST SHORE PROPERTIES	226-7605-563.43-08		HAPRENT-9-25	331.00
40398 - Summary					331.00
40399	EBERLE, JOSEPH	223-7602-563.43-03		HAPRENT-9-25	497.00
40399 - Summary					497.00
40400	ELITE PROPERTIES INC	223-7602-563.43-03		HAPRENT-9-25	485.00
	ELITE PROPERTIES INC	226-7605-563.43-08		HAPRENT-9-25	6.00
40400 - Summary					491.00
40401	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-9-25	6,557.00
40401 - Summary					6,557.00
40402	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-9-25	760.00
40402 - Summary					760.00
40403	ENIGMA PROPERTIES 84TH ST	223-7602-563.43-03		HAPRENT-9-25	585.00
40403 - Summary					585.00
40404	ENKIDU ESTATES LLC	226-7605-563.43-08		HAPRENT-9-25	1,486.00
40404 - Summary					1,486.00
40405	EVERGREEN ENTERPRISES MW, LLC	226-7605-563.43-08		HAPRENT-9-25	1,010.00
40405 - Summary					1,010.00
40406	FABISZAK, MEL	223-7602-563.43-03		HAPRENT-9-25	798.00
40406 - Summary					798.00
40407	FLT BLUE RIBBON LOFTS, LLC	226-7605-563.43-08		HAPRENT-9-25	795.00
40407 - Summary					795.00
40408	GRAD, FRANK	223-7602-563.43-03		HAPRENT-9-25	2,151.00
40408 - Summary					2,151.00
40409	GREENFIELD GARDEN, LLC	223-7602-563.43-03		HAPRENT-9-25	1,100.00
40409 - Summary					1,100.00
40410	GREENFIELD SENIOR APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-9-25	1,506.00
40410 - Summary					1,506.00
40411	HAI PROPERTY MANAGEMENT LLC	226-7605-563.43-08		HAPRENT-9-25	1,762.00
40411 - Summary					1,762.00
40412	HARBIN REALTY MANAGEMENT LLC	223-7602-563.43-03		HAPRENT-9-25	1,467.00
40412 - Summary					1,467.00
40413	HAWLEY RIDGE APARTMENTS	226-7605-563.43-08		HAPRENT-9-25	15.00
40413 - Summary					15.00
40414	HAYMARKET LOFTS LP	226-7605-563.43-08		HAPRENT-9-25	999.00
40414 - Summary					999.00
40415	HEARTLAND-WEST ALLIS COURTYARD LLC	223-7602-563.43-03		HAPRENT-9-25	6,954.00
	HEARTLAND-WEST ALLIS COURTYARD LLC	226-7605-563.43-08		HAPRENT-9-25	2,720.00

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
40415 - Summary					9,674.00
40416	HERITAGE WEST ALLIS	223-7602-563.43-03		HAPRENT-9-25	4,348.00
	HERITAGE WEST ALLIS	226-7605-563.43-08		HAPRENT-9-25	1,873.00
40416 - Summary					6,221.00
40417	HOCHSCHILD, LAWRENCE	223-7602-563.43-03		HAPRENT-9-25	53.00
40417 - Summary					53.00
40418	HOOKER, SUSAN	223-7602-563.43-03		HAPRENT-9-25	1,719.00
40418 - Summary					1,719.00
40419	HOSPEL, BRIAN	226-7605-563.43-08		HAPRENT-9-25	385.00
40419 - Summary					385.00
40420	HOUSE, ASHLEY	223-7602-563.43-03		HAPRENT-9-25	1,892.00
40420 - Summary					1,892.00
40421	HOUSING & REDEVELOPMENT AUTHORITY	222-7601-563.30-04		AFRENT-9-25	92.63
	HOUSING & REDEVELOPMENT AUTHORITY	223-7602-563.43-05		HAPRENT-9-25	1,017.00
40421 - Summary					1,109.63
40422	HOUSING AUTHORITY OF CITY OF MILW	222-7601-563.30-04		AFRENT-9-25	34.23
	HOUSING AUTHORITY OF CITY OF MILW	223-7602-563.43-05		HAPRENT-9-25	1,320.00
40422 - Summary					1,354.23
40423	HULEN PROPERTY MANAGEMENT	223-7602-563.43-03		HAPRENT-9-25	1,125.00
40423 - Summary					1,125.00
40424	HURLEY, NOAH	223-7602-563.43-03		HAPRENT-9-25	189.00
40424 - Summary					189.00
40425	IKEPTIT REAL ESTATE LLC	226-7605-563.43-08		HAPRENT-9-25	468.00
40425 - Summary					468.00
40426	IRIZARRY, JOSEPH	223-7602-563.43-03		HAPRENT-9-25	549.00
40426 - Summary					549.00
40427	JARABA, BELAL	223-7602-563.43-03		HAPRENT-9-25	1,200.00
40427 - Summary					1,200.00
40428	JOHNSON, SCOT	223-7602-563.43-03		HAPRENT-9-25	1,018.00
40428 - Summary					1,018.00
40429	JTS PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-9-25	290.00
40429 - Summary					290.00
40430	K.B. CO INVESTMENTS	226-7605-563.43-08		HAPRENT-9-25	731.00
40430 - Summary					731.00
40431	KATHLEEN MARY PROPERTIES	223-7602-563.43-03		HAPRENT-9-25	1,080.00
40431 - Summary					1,080.00
40432	KATZ PROPERTIES, INC	226-7605-563.43-08		HAPRENT-9-25	2,097.00
40432 - Summary					2,097.00
40433	KELLEN, JAMES	226-7605-563.43-08		HAPRENT-9-25	329.00
40433 - Summary					329.00
40434	KELLNER PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-9-25	562.00
40434 - Summary					562.00
40435	KEY WAY RENTALS, LLC	223-7602-563.43-03		HAPRENT-9-25	1,081.00
40435 - Summary					1,081.00
40436	KLEIN, CAROL J	223-7602-563.43-03		HAPRENT-9-25	756.00
40436 - Summary					756.00
40437	KNITTING FACTORY ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-9-25	785.00
40437 - Summary					785.00
40438	KORONKA, HELEN	223-7602-563.43-03		HAPRENT-9-25	166.00
40438 - Summary					166.00
40439	KRUEGER, RONALD	223-7602-563.43-03		HAPRENT-9-25	375.00
40439 - Summary					375.00
40440	KTI, LLC	223-7602-563.43-03		HAPRENT-9-25	879.00
40440 - Summary					879.00
40441	LADEWIG, GAVIN	223-7602-563.43-03		HAPRENT-9-25	758.00
40441 - Summary					758.00
40442	LAKE, CHRIS	223-7602-563.43-03		HAPRENT-9-25	683.00

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
40442 - Summary					683.00
40443	LANDMARK HARMONY HOUSING LLC	223-7602-563.43-03		HAPRENT-9-25	1,837.00
	LANDMARK HARMONY HOUSING LLC	226-7605-563.43-08		HAPRENT-9-25	2,389.00
40443 - Summary					4,226.00
40444	LINCOLN CREST APARTMENTS	223-7602-563.43-03		HAPRENT-9-25	14,828.00
	LINCOLN CREST APARTMENTS	226-7605-563.43-08		HAPRENT-9-25	1,105.00
40444 - Summary					15,933.00
40445	LOGIC PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-9-25	688.00
40445 - Summary					688.00
40446	LUCEY, GREGORY	223-7602-563.43-03		HAPRENT-9-25	645.00
40446 - Summary					645.00
40447	LUTZ LAND MANAGEMENT	223-7602-563.43-03		HAPRENT-9-25	679.00
40447 - Summary					679.00
40448	MAHNKE, JACK	223-7602-563.43-03		HAPRENT-9-25	1,523.00
40448 - Summary					1,523.00
40449	MARGARITA VILLA, LLC	226-7605-563.43-08		HAPRENT-9-25	771.00
40449 - Summary					771.00
40450	MAYER, JOSEPH	226-7605-563.43-08		HAPRENT-9-25	779.00
40450 - Summary					779.00
40451	METRO RENTAL MGMT	226-7605-563.43-08		HAPRENT-9-25	2,498.00
40451 - Summary					2,498.00
40452	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-9-25	22,122.00
	METROPOLITAN ASSOCIATES	226-7605-563.43-08		HAPRENT-9-25	2,818.00
40452 - Summary					24,940.00
40453	MIAO, XIANGDONG	223-7602-563.43-03		HAPRENT-9-25	1,261.00
40453 - Summary					1,261.00
40454	MILW CO HOUSING DIVISION	222-7601-563.30-04		AFRENT-9-25	165.32
	MILW CO HOUSING DIVISION	223-7602-563.43-05		HAPRENT-9-25	2,644.00
40454 - Summary					2,809.32
40455	MILWAUKEE INVESTMENTS II, LLC	223-7602-563.43-03		HAPRENT-9-25	438.00
40455 - Summary					438.00
40456	MLK LIBRARY APTS	226-7605-563.43-08		HAPRENT-9-25	1,180.00
40456 - Summary					1,180.00
40457	MONTY, TROY	223-7602-563.43-03		HAPRENT-9-25	1,014.00
40457 - Summary					1,014.00
40458	MORRISON, TOM	223-7602-563.43-03		HAPRENT-9-25	3,197.00
	MORRISON, TOM	226-7605-563.43-08		HAPRENT-9-25	1,261.00
40458 - Summary					4,458.00
40459	MUTHUPANDIYAN, BALRAJ	223-7602-563.43-03		HAPRENT-9-25	779.00
40459 - Summary					779.00
40460	MY PLACE RENTALS, LLC	223-7602-563.43-03		HAPRENT-9-25	493.00
40460 - Summary					493.00
40461	NASH, BRYAN	223-7602-563.43-03		HAPRENT-9-25	806.00
40461 - Summary					806.00
40462	NAWROCKI, GREGORY	226-7605-563.43-08		HAPRENT-9-25	659.00
40462 - Summary					659.00
40463	OCTANE CAPITAL PARTNERS, LLC	226-7605-563.43-08		HAPRENT-9-25	551.00
40463 - Summary					551.00
40464	ORANGE COUNTY HOUSING AUTHORITY	222-7601-563.30-04		AFRENT-9-25	51.76
	ORANGE COUNTY HOUSING AUTHORITY	223-7602-563.43-05		HAPRENT-9-25	1,922.00
40464 - Summary					1,973.76
40465	OSCEOLA COUNTY BOARD OF	222-7601-563.30-04		AFRENT-9-25	53.68
	OSCEOLA COUNTY BOARD OF	223-7602-563.43-05		HAPRENT-9-25	1,310.00
40465 - Summary					1,363.68
40466	OTT, DONALD	223-7602-563.43-03		HAPRENT-9-25	580.00
40466 - Summary					580.00
40467	PASSAVANT HARMONY HOUSING, LLC	226-7605-563.43-08		HAPRENT-9-25	525.00

Monthly Listing of Claims Paid
September 2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40467	- Summary				525.00
40468	PERKINS, CHARLES	226-7605-563.43-08		HAPRENT-9-25	842.00
40468	- Summary				842.00
40469	PIERCE, CHAD	223-7602-563.43-03		HAPRENT-9-25	226.00
40469	- Summary				226.00
40470	PLENNES, TIMOTHY	223-7602-563.43-03		HAPRENT-9-25	1,040.00
40470	- Summary				1,040.00
40471	PORCH LIGHT PROPERTY MGMT	226-7605-563.43-08		HAPRENT-9-25	306.00
40471	- Summary				306.00
40472	RANGER INVESTMENTS LLC	223-7602-563.43-03		HAPRENT-9-25	2,230.00
40472	- Summary				2,230.00
40473	RAY EMINI LLC	226-7605-563.43-08		HAPRENT-9-25	1,088.00
40473	- Summary				1,088.00
40474	REIS PROPERTY MANAGEMENT	223-7602-563.43-03		HAPRENT-9-25	1,688.00
40474	- Summary				1,688.00
40475	REVIVING HOMES, LLC	223-7602-563.43-03		HAPRENT-9-25	245.00
40475	- Summary				245.00
40476	RICH FIELD PROPERTY	223-7602-563.43-03		HAPRENT-9-25	1,486.00
40476	- Summary				1,486.00
40477	RITTENHOUSE, KARYN	223-7602-563.43-03		HAPRENT-9-25	634.00
40477	- Summary				634.00
40478	ROBINSON, EDWARD (TED)	223-7602-563.43-03		HAPRENT-9-25	415.00
40478	- Summary				415.00
40479	RODIEZ, TIM	226-7605-563.43-08		HAPRENT-9-25	634.00
40479	- Summary				634.00
40480	ROTAB LLC	223-7602-563.43-03		HAPRENT-9-25	1,690.00
40480	- Summary				1,690.00
40481	ROZMAN, GLORIA	223-7602-563.43-03		HAPRENT-9-25	619.00
40481	- Summary				619.00
40482	RUPENA, MATTHEW	226-7605-563.43-08		HAPRENT-9-25	2,050.00
40482	- Summary				2,050.00
40483	S. 13TH STREET LLC	226-7605-563.43-08		HAPRENT-9-25	234.00
40483	- Summary				234.00
40484	SANDOVAL, DANIEL	223-7602-563.43-03		HAPRENT-9-25	332.00
40484	- Summary				332.00
40485	SC RESIDENCE, LLC	226-7605-563.43-08		HAPRENT-9-25	1,992.00
40485	- Summary				1,992.00
40486	SCHMID, THERESA SCHLUETER	223-7602-563.43-03		HAPRENT-9-25	667.00
40486	- Summary				667.00
40487	SCHUELE, RONALD	223-7602-563.43-03		HAPRENT-9-25	1,028.00
40487	- Summary				1,028.00
40488	SHERMAN PARK TENANT, LLC	226-7605-563.43-08		HAPRENT-9-25	792.00
40488	- Summary				792.00
40489	SHOE FACTORY LOFTS - MILWAUKEE LLC	226-7605-563.43-08		HAPRENT-9-25	781.00
40489	- Summary				781.00
40490	SMART ASSET REALTY	223-7602-563.43-03		HAPRENT-9-25	3,316.00
	SMART ASSET REALTY	226-7605-563.43-08		HAPRENT-9-25	676.00
40490	- Summary				3,992.00
40491	SMART LIVING, LLC	223-7602-563.43-03		HAPRENT-9-25	941.55
40491	- Summary				941.55
40492	SORMRUDE, JULIAN	223-7602-563.43-03		HAPRENT-9-25	509.00
40492	- Summary				509.00
40493	STAMOS, JANA	223-7602-563.43-03		HAPRENT-9-25	1,106.00
40493	- Summary				1,106.00
40494	STEFANIAK, PETER	223-7602-563.43-03		HAPRENT-9-25	325.00
40494	- Summary				325.00
40495	STEFANOVICH, SUSAN	223-7602-563.43-03		HAPRENT-9-25	570.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
40495	- Summary				570.00
40496	STRYEWA, LLC	223-7602-563.43-03		HAPRENT-9-25	426.00
40496	- Summary				426.00
40497	STUCKERT, KRISTIE	223-7602-563.43-03		HAPRENT-9-25	160.00
40497	- Summary				160.00
40498	S2 REAL ESTATE GROUP 2 LLC	223-7602-563.43-03		HAPRENT-9-25	394.00
40498	- Summary				394.00
40499	TARANTINO, VINCENZO	223-7602-563.43-03		HAPRENT-9-25	1,310.00
40499	- Summary				1,310.00
40500	THE BERKSHIRE-WEST ALLIS	223-7602-563.43-03		HAPRENT-9-25	11,922.00
	THE BERKSHIRE-WEST ALLIS	226-7605-563.43-08		HAPRENT-9-25	8,750.00
40500	- Summary				20,672.00
40501	TSYPKIN, MOYSEY	223-7602-563.43-03		HAPRENT-9-25	560.00
40501	- Summary				560.00
40502	URBAN, JEFFERY	223-7602-563.43-03		HAPRENT-9-25	508.00
40502	- Summary				508.00
40503	VIDMAR, MICHAEL	223-7602-563.43-03		HAPRENT-9-25	1,175.00
40503	- Summary				1,175.00
40504	VIEYRA, MICHAEL	223-7602-563.43-03		HAPRENT-9-25	614.00
40504	- Summary				614.00
40505	VP INVESTORS LLC	223-7602-563.43-03		HAPRENT-9-25	744.00
40505	- Summary				744.00
40506	WE ENERGIES	223-7602-563.43-04		URRENT-9-25	979.00
	WE ENERGIES	226-7605-563.43-04		URRENT-9-25	857.00
40506	- Summary				1,836.00
40507	WELLSTON APARTMENTS	226-7605-563.43-08		HAPRENT-9-25	653.00
40507	- Summary				653.00
40508	WENKER, GARY	223-7602-563.43-03		HAPRENT-9-25	384.00
40508	- Summary				384.00
40509	WESLEY SCOTT ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-9-25	638.00
40509	- Summary				638.00
40510	WHITE, PETER	223-7602-563.43-03		HAPRENT-9-25	860.00
40510	- Summary				860.00
40511	WIESNER, BENJAMIN	223-7602-563.43-03		HAPRENT-9-25	456.00
40511	- Summary				456.00
40512	WIESNER, JOHN	223-7602-563.43-03		HAPRENT-9-25	1,958.00
40512	- Summary				1,958.00
40513	WILLIAMSTOWN BAY-CUDAHY LLC	226-7605-563.43-08		HAPRENT-9-25	700.00
40513	- Summary				700.00
40514	WM PORTFOLIO LLC	223-7602-563.43-03		HAPRENT-9-25	1,105.00
	WM PORTFOLIO LLC	226-7605-563.43-08		HAPRENT-9-25	433.00
40514	- Summary				1,538.00
40515	WOOD PROPERTY MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-9-25	806.00
40515	- Summary				806.00
40516	ZAGRODNIK, ROBERT AND DOROTHY	223-7602-563.43-03		HAPRENT-9-25	737.00
40516	- Summary				737.00
40517	ZAWAHIR, BILLIE JO	223-7602-563.43-03		HAPRENT-9-25	556.00
40517	- Summary				556.00
40518	ZOCCOLI, MARCO	223-7602-563.43-03		HAPRENT-9-25	7,081.00
	ZOCCOLI, MARCO	226-7605-563.43-08		HAPRENT-9-25	5,103.00
40518	- Summary				12,184.00
40519	ZORIC, LUKA	223-7602-563.43-03		HAPRENT-9-25	598.00
40519	- Summary				598.00
40520	1422, LLC	223-7602-563.43-03		HAPRENT-9-25	2,289.00
	1422, LLC	226-7605-563.43-08		HAPRENT-9-25	671.00
40520	- Summary				2,960.00
40521	15 LLC	223-7602-563.43-03		HAPRENT-9-25	1,208.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
40521	15 LLC	226-7605-563.43-08		HAPRENT-9-25	611.00
40521 - Summary					1,819.00
40522	15327 BRAUN CT., LLC	223-7602-563.43-03		HAPRENT-9-25	653.00
40522 - Summary					653.00
40523	2453 N 17TH ST LLC	223-7602-563.43-03		HAPRENT-9-25	2,604.00
40523 - Summary					2,604.00
40524	3317-19 WOLLMER LLC	223-7602-563.43-03		HAPRENT-9-25	1,471.00
40524 - Summary					1,471.00
40525	6100 BURNHAM LLC	223-7602-563.43-03		HAPRENT-9-25	773.00
40525 - Summary					773.00
40526	700 LOFTS MILWAUKEE, LLC	226-7605-563.43-08		HAPRENT-9-25	1,085.00
40526 - Summary					1,085.00
09/02/2025 - Summary					323,749.17

Payment Date: 09/05/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40528	AB DATA	501-2901-537.51-01		WATER UTILITY STATEMENTS	355.35
	AB DATA	510-3803-536.51-01		WATER UTILITY STATEMENTS	355.34
	AB DATA	540-1807-538.51-01		WATER UTILITY STATEMENTS	355.34
	AB DATA	550-4233-535.51-01		WATER UTILITY STATEMENTS	355.35
40528 - Summary					1,421.38
40529	ALBRECHT, SCOTT	255-8101-521.56-03	I25534	Indianapolis	813.54
	ALBRECHT, SCOTT	255-8101-521.56-03	I25548	WNOA	352.41
40529 - Summary					1,165.95
40530	ARING EQUIPMENT COMPANY INC	100-4401-533.53-02		Inventory stock items	11.22
	ARING EQUIPMENT COMPANY INC	100-4401-533.53-02		TEMP SENSOR	208.81
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		5 Wiring Harness & Switch	3,113.00
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		mirror	152.25
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		decal	19.32
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		headlamp and window	484.69
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		RING, SREW, REGULATOR,	1,465.48
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		front fender	676.47
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		Part return CREDIT	(138.12)
	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		indicator	46.19
ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		footstep	106.76	
40530 - Summary					6,146.07
40531	BAILEY, KENT	255-8101-521.30-04	I25534	Registration	375.00
	BAILEY, KENT	255-8101-521.56-03	I25534	Indianapolis	2,031.88
40531 - Summary					2,406.88
40532	BOBCAT PLUS INC	540-1801-538.30-04		PO# FLOOD 8.10.25 Grapple	5,227.25
40532 - Summary					5,227.25
40533	BORREE, PETER	100-2107-521.57-02		HOTEL FOR GOV CONF 2025	196.00
40533 - Summary					196.00
40534	CESARZ, GINA	997-9703-541.56-01		July-Aug Mileage	96.74
40534 - Summary					96.74
40535	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		BLAIR/EVAL	520.00
	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		LEPKE/MACK - EVALS	1,040.00
	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		AIELLO/HAUBOLDT - EVALS	1,040.00
	CHILDS, CRAIG D. PHD SC	100-2101-521.60-04		Det. wellness check	1,000.00
40535 - Summary					3,600.00
40536	CHINAVARE, ELIJAH	255-8101-521.56-03	I25548	WNOA	333.60
40536 - Summary					333.60
40537	COREY OIL LTD	100-4401-533.53-02		THP HYDRAULIC FLUID	469.85
	COREY OIL LTD	100-4401-533.53-02		Inventory stock items	460.95
	COREY OIL LTD	100-4401-533.53-02		5W20 OIL, 80/90 GEAR OIL	875.00
	COREY OIL LTD	100-4401-533.53-02		HYDRAULIC OIL DRUM	2,047.00
40537 - Summary					3,852.80
40538	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	20,315.59
40538 - Summary					20,315.59
40539	FUEL SYSTEMS INC	100-4401-533.53-02		FILTERS	51.15

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Check#	Vendor	GL Account	Proj No	Description	Amount
40539 - Summary					51.15
40540	GRAINGER	100-4401-533.53-02		SANITIZER,RAZORS,CAP,LUBE	88.60
	GRAINGER	100-4401-533.53-02		Inventory stock items	239.09
	GRAINGER	100-4401-533.53-02		Misc. stock items	132.29
	GRAINGER	100-4401-533.53-02		TOW STRAPS, SHACKLES	215.20
	GRAINGER	100-4401-533.53-02		DRILL BITS,BRUSH, LINK	91.59
	GRAINGER	100-4401-533.53-02		BUNGEE CORDS	135.20
	GRAINGER	100-4501-533.53-02		RETURN CREDIT	(614.15)
	GRAINGER	100-4501-533.53-02		garden hose adapter	19.65
	GRAINGER	550-4233-535.53-53		PPE GEAR FOR FLOOD EVENT	580.50
	GRAINGER	550-4233-535.53-53		STORM EVENT: FLOODS	118.30
40540 - Summary					1,006.27
40541	HUMPHREY SERVICE PARTS INC	100-4501-533.53-02		fitting	12.26
40541 - Summary					12.26
40542	I2C TECHNOLOGIES	255-8101-521.30-04	I24549	Notebook	0.00
40542 - Summary					0.00
40543	LANGE, HUNTER	100-4601-533.14-10		August mileage	146.30
40543 - Summary					146.30
40544	LANSER, ALAINA	997-9701-541.51-04		Meeting Reim.	51.05
40544 - Summary					51.05
40545	LINCOLN CONTRACTORS SUPPLY INC	100-4501-533.53-02		COUPLER	63.29
40545 - Summary					63.29
40546	MENARDS - WEST ALLIS	100-2201-522.44-05		DORM REMODEL	(95.98)
	MENARDS - WEST ALLIS	100-2201-522.44-05		POND REPAIR/ST 62	2.96
	MENARDS - WEST ALLIS	100-2201-522.51-07		SHOP TOWELS/ST 62	7.98
	MENARDS - WEST ALLIS	100-2201-522.51-11		CHARGING ADAPTOR	5.77
	MENARDS - WEST ALLIS	100-2201-522.60-02	MIH	WALL ANCHORS	47.80
	MENARDS - WEST ALLIS	100-4118-531.53-02		concrete blocks & mortar	36.36
40546 - Summary					4.89
40547	NORTHERN LAKE SERVICE INC	501-2901-537.51-09		524.2TTHM;HaloaceticAcids	737.00
40547 - Summary					737.00
40548	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I25534	Mats	90.04
40548 - Summary					90.04
40549	QUAD/GRAPHICS, INC	602-9101-517.21-65		QuadMed July	50,766.50
40549 - Summary					50,766.50
40550	QUARLES AND BRADY LLP	401-4801-571.80-06		2025A Bond Counsel-Lights	6,202.87
	QUARLES AND BRADY LLP	401-4801-571.80-06		2025A Bond Counsel-Street	11,366.59
	QUARLES AND BRADY LLP	501-2901-537.80-06		2025A Bond Counsel-Water	5,083.79
	QUARLES AND BRADY LLP	510-3803-536.80-06		2025A Bond Counsel-Sewer	6,346.75
40550 - Summary					29,000.00
40551	RAMBOLL ENVIRON US CORPORATION	235-7203-563.30-02	D23004	T02-Thru July 31, 2025	1,537.50
	RAMBOLL ENVIRON US CORPORATION	236-7204-563.30-02	D22400	July 1 - July 31, 2025	758.75
	RAMBOLL ENVIRON US CORPORATION	236-7204-563.30-06	D22403	T04 - Cont Soil Mgmt	769.34
	RAMBOLL ENVIRON US CORPORATION	236-7204-563.30-06	D22403	T07 - VMS install	225.00
	RAMBOLL ENVIRON US CORPORATION	540-1807-538.75-01	P2531R	Storm relay - soil remova	3,817.55
40551 - Summary					7,108.14
40552	RULAND, RAYMOND	100-4301-533.58-01		ruland cdl renewal	74.00
40552 - Summary					74.00
40553	SAFEWAY PEST CONTROL CO	100-4101-533.41-08		LH-bait station-damaged	30.00
40553 - Summary					30.00
40554	SCHWARTZ, DAN	100-4601-533.14-10		Aug Mileage	148.82
40554 - Summary					148.82
40555	SHOGREN, RYAN	255-8101-521.30-04	I25534	Reg fee	275.00
	SHOGREN, RYAN	255-8101-521.56-03	I25534	WNOA	112.60
	SHOGREN, RYAN	255-8101-521.56-03	I25534	DC	2,011.80
40555 - Summary					2,399.40
40556	SINGH, SUZANNE	100-2301-523.51-02		ENGAGE - 9-3-25	41.40
40556 - Summary					41.40
40557	SKELTON, BRENNNA	255-8101-521.56-03	I25538	Mileage	229.60
	SKELTON, BRENNNA	255-8101-521.56-03	I25548	WNOA	340.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
40557 - Summary					570.10
40558	SOHRE, CHRISTOPHER	100-2107-521.57-02		conf expense	98.00
40558 - Summary					98.00
40559	STEALTH PARTNER GROUP, LLC	602-9101-517.21-60		Sept Stop Loss	104,960.84
40559 - Summary					104,960.84
40560	TRI-AD	602-9101-517.30-04		Aug BenAdmin fee	5,382.50
40560 - Summary					5,382.50
40561	UNGERER, BRANT	255-8101-521.56-03	I24556	Parking	12.00
40561 - Summary					12.00
40562	VAUGHAN, KATELYN	255-8101-521.56-03	I25548	WNOA	797.30
40562 - Summary					797.30
40563	WE ENERGIES	100-2201-522.41-04		10830 W Lapham St. Elec	1,682.49
	WE ENERGIES	100-2201-522.41-05		10830 W Lapham St Gas	67.18
	WE ENERGIES	100-4101-533.41-04		2651 S 72 St Elec	77.71
	WE ENERGIES	100-4101-533.41-04		9651 W Lapham St.	35.04
	WE ENERGIES	100-4101-533.41-04		Group Bill Elec	5,131.84
	WE ENERGIES	100-4101-533.41-04		8405 W Natl Elec	149.90
	WE ENERGIES	100-4101-533.41-04		6300 W McGeoch Ave Elec	51.74
	WE ENERGIES	100-4101-533.41-05		8405 W Natl Gas	24.65
	WE ENERGIES	100-4101-533.41-05		6300 W McGeoch Ave Gas	211.59
	WE ENERGIES	501-2601-537.41-04		801 S 77 St Elec	30.22
WE ENERGIES	540-1801-538.41-05		2179 S 111 St.	9.57	
40563 - Summary					7,471.93
199547	AIRGAS USA LLC	100-4401-533.53-02		Inventory Stock Items	31.75
	AIRGAS USA LLC	100-4401-533.53-02		HARD HAT	45.64
	AIRGAS USA LLC	100-4401-533.53-02		Rain pants	18.54
	AIRGAS USA LLC	100-4401-533.53-02		TRAFFIC CONES	236.52
199547 - Summary					332.45
199548	ALSTAR COMPANY	100-4401-533.53-02		GROUP 31 STUDDED BATTERIE	991.90
	ALSTAR COMPANY	100-4501-533.53-02		STARTER	542.25
	ALSTAR COMPANY	100-4501-533.53-02		misc inventory parts	355.22
199548 - Summary					1,889.37
199549	AMERICAN HYDRAULICS INC	100-4501-533.53-02		Hydraulic cylinder	2,864.00
199549 - Summary					2,864.00
199550	AMERICAN RED CROSS	100-2201-522.57-01		WAPD DISPATCHERS (8)	140.00
199550 - Summary					140.00
199551	AMERICAN RX GROUP, LLC	241-8690-542.54-03	H99102	Advertising Campaign	0.00
199551 - Summary					0.00
199552	AMERICAN SEWER SERVICES INC	501-2901-537.75-01	P2534H	Water Main Relay	112,296.17
199552 - Summary					112,296.17
199553	ANTAEUS LLC	100-2501-515.30-04		AUG ANTAEUS INV	300.00
199553 - Summary					300.00
199554	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Vets-ADA-8/21-9/17/2025	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		LH-8/25-9/21/25 (2x)	380.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Rogers-R-8/20-9/16/25	150.00
199554 - Summary					710.00
199555	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 7822	1,010.00
199555 - Summary					1,010.00
199556	AURORA HEALTH CARE	100-1301-517.30-04		Fire Audio July	28.00
199556 - Summary					28.00
199557	AURORA MEDICAL GROUP	100-2001-523.59-01		MED EVALS NEW HIRES	480.00
	AURORA MEDICAL GROUP	100-2101-521.30-04		blood draws June/July	1,000.00
199557 - Summary					1,480.00
199558	Brendalee Boyd	100-0000-451.01-00		refund def overpaid fine	302.40
199558 - Summary					302.40
199559	BADGER METER INC	501-2901-537.53-02		water stock items	23,257.60
	BADGER METER INC	501-2901-537.53-02		Badger 5/8 Water Meters	57,820.80
199559 - Summary					81,078.40
199560	BARRICADE FLASHER SERVICE INC	100-4401-533.53-02		FLASHERS FOR BARRICADES	1,998.40

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Check#	Vendor	GL Account	Proj No	Description	Amount
199560	Summary				1,998.40
199561	BAYCOM	100-2101-521.44-04		repair dispatch equip	217.50
199561	Summary				217.50
199562	BENDER, DONNA	257-5701-517.30-04	SPCITY	Art on the Plaza - Entert	100.00
	BENDER, DONNA	257-5701-517.30-04	SP0006	Art on the Plaza -Enterta	400.00
199562	Summary				500.00
199563	BLACKBURN MFG CO	100-4401-533.53-02		RED MARKING FLAGS	130.82
199563	Summary				130.82
199564	BOARDMAN & CLARK, LLP	501-2901-537.30-05		T-MOBILE WTR TWR AGREEMNT	154.00
199564	Summary				154.00
199565	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLES/ST 61	494.41
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	1,035.56
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	445.77
199565	Summary				1,975.74
199566	BRAKE AND EQUIPMENT	100-4401-533.53-02		90 DEG TARP BAR ELBOW	88.47
	BRAKE AND EQUIPMENT	100-4401-533.53-02		Inventory stock items	925.12
	BRAKE AND EQUIPMENT	100-4401-533.53-02		HUBCAP	154.80
199566	Summary				1,168.39
199567	BRAUN, ANDY	257-5702-517.30-04	SPFARM	FM Entertain - 9/11	200.00
199567	Summary				200.00
199568	BROOKS TRACTOR INC	100-4401-533.53-02		COOLANT	43.64
	BROOKS TRACTOR INC	100-4501-533.53-02		misc. parts	118.58
199568	Summary				162.22
199569	BUBLR BIKES	258-3102-565.30-04		2025 Operational Support	16,000.00
199569	Summary				16,000.00
199570	BUREAU VERITAS NATIONAL ELEVATOR	100-4101-533.30-04		Sen Ctr-elevator lic insp	71.50
	BUREAU VERITAS NATIONAL ELEVATOR	100-4101-533.30-04		Fire#2-elevator lic insp	71.50
199570	Summary				143.00
199571	BUSTOS MEDIA OF WI, LLC	241-8690-542.54-03	H99102	Opioid Campaign	1,000.00
199571	Summary				1,000.00
199572	CAIRDE, CEOL	100-3506-555.30-04		LIBRARY PROGRAM 10/4/25	150.00
199572	Summary				150.00
199573	CARE-PLUS DENTAL PLANS INC	100-0000-202.18-02		CarePlus Sept	17,572.37
199573	Summary				17,572.37
199574	CAVENDISH SQUARE	100-3502-555.52-48		7 KIDS BOOKS	186.03
199574	Summary				186.03
199575	CDW-G	242-9601-542.70-03	SW2466	Computer Equipt.	410.71
199575	Summary				410.71
199576	CHARTER COMMUNICATIONS	255-8101-521.30-04	I24549	Internet	199.99
199576	Summary				199.99
199577	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#3-kitchen inspection	247.45
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#2-Kitchen inspection	311.14
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#1-kitchen insp	247.45
199577	Summary				806.04
199578	CITY OF WEST ALLIS	314-6606-563.41-02	T14010	4-30-25 TO 7-31-25	917.73
	CITY OF WEST ALLIS	316-6606-563.41-01	T16010	4-30 to 7-31-25 Mtr 2	552.18
	CITY OF WEST ALLIS	316-6606-563.41-01	T16010	4-30 TO 7-31-25	57.00
199578	Summary				1,526.91
199579	CITY OF WEST ALLIS	314-6606-563.42-01	T14010	Delinquent 2024 taxes	0.00
199579	Summary				0.00
199580	CITY OF WEST ALLIS	258-3102-565.70-05		489003800	0.00
199580	Summary				0.00
199581	CITY OF WEST ALLIS	100-0301-516.56-01		petty cash reimb-attys	39.94
199581	Summary				39.94
199582	CITY OF WEST ALLIS	258-3102-565.70-05		4890037000	0.00
199582	Summary				0.00
199583	CLEAR CHANNEL	242-9601-542.54-03	SW2555	Advertising Campaign	575.00
199583	Summary				575.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
199584	COHEN, STEVEN	257-5701-517.30-04	SP0004	FTF Entertain - 9/12	350.00
199584 - Summary					350.00
199585	COLEMAN TOOL & MANUFACTURING CORP	100-4401-533.53-02		Bottle pins	700.05
199585 - Summary					700.05
199586	CON-COR COMPANY INC	100-4401-533.53-02		Inventory Stock Items	269.78
199586 - Summary					269.78
199587	CONVERGINT TECHNOLOGIES LLC	100-4101-533.30-04		CH-annual lics to 3/31/26	1,611.48
199587 - Summary					1,611.48
199588	CORE AND MAIN	501-2901-537.53-02		water stock items	845.93
	CORE AND MAIN	501-2901-537.53-02		credit water inv. parts	(255.93)
	CORE AND MAIN	501-2901-537.53-02		DDP HYDT	23,730.00
	CORE AND MAIN	501-2901-537.53-02		8 HYMAX	1,956.00
	CORE AND MAIN	501-2901-537.53-02		16 PVC PIPE AND HYMAX	960.00
199588 - Summary					27,236.00
199589	CPAT DISTRIBUTION INC	217-0901-522.64-05	FR0005	2 WEIGHTED TESTING VESTS	1,468.18
199589 - Summary					1,468.18
199590	CUMMINS SALES AND SERVICE	100-2201-522.44-03		NOX SENSOR	968.87
199590 - Summary					968.87
199591	DASH MEDICAL GLOVES INC	100-2201-522.53-41		9 CASES EXAM GLOVES	845.10
	DASH MEDICAL GLOVES INC	100-2201-522.53-41		3 CS GLOVES/ST 61	281.70
199591 - Summary					1,126.80
199592	DEAL RITE INC	100-4401-533.53-02		Tarp	105.00
199592 - Summary					105.00
199593	DEMET, BRENDAN	257-5702-517.30-04	SPFARM	FM Entertain - 9/13	200.00
199593 - Summary					200.00
199594	DIAMOND VOGEL PAINTS	100-4101-533.53-02		white, yellow road paint	2,037.50
199594 - Summary					2,037.50
199595	DONOHUE & ASSOCIATES INC	501-2901-537.75-01	BF0041	96ST Generator Design&CRS	1,932.50
	DONOHUE & ASSOCIATES INC	501-2901-537.75-01	BF0041	96ST AlternativesAnalysis	3,582.50
199595 - Summary					5,515.00
199596	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off -serv 8/21/2	625.00
	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off 8/20/25 serv	1,250.00
	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off 8/19/25 serv	1,250.00
	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off serv 8/26/25	1,250.00
	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off serv 8/22/25	1,250.00
	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off - 8/21 serv	625.00
199596 - Summary					6,250.00
199597	EGELHOFF LAWN	100-4401-533.53-02		Inventory stock items	228.20
	EGELHOFF LAWN	100-4501-533.53-02		flap deck	12.90
199597 - Summary					241.10
199598	EGOLDFAX	100-1101-517.30-13		eGolfFax - August	107.48
199598 - Summary					107.48
199599	EJ EQUIPMENT INC	100-4501-533.53-02		misc parts	1,534.74
	EJ EQUIPMENT INC	100-4501-533.53-02		VALVE SECTIONS, O-RINGS	1,792.00
199599 - Summary					3,326.74
199600	ELLIOTT'S ACE HARDWARE	100-2201-522.44-03		PAINT/PARTS/ENG 63	6.97
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-03		MISC HARDWARE	40.09
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		1 PALLET OIL ZORB	959.85
199600 - Summary					1,006.91
199601	ENERGENECS INC	501-2901-537.30-04		Install UPS, test switch	835.00
199601 - Summary					835.00
199602	EWALD CHRYSLER JEEP DODGE LLC	100-2110-521.44-03		jeep 35 parts	587.00
	EWALD CHRYSLER JEEP DODGE LLC	100-2110-521.44-03		credit core return	(125.00)
199602 - Summary					462.00
199603	FABICK	100-4201-535.30-04		Equipment Rentals - FLOOD	2,581.50
	FABICK	100-4201-535.30-04	FLOODS	Equipment Rentals - FLOOD	2,581.50
199603 - Summary					5,163.00
199604	FACTORY MOTOR PARTS CO	100-2110-521.51-08		stock fleet supplies	85.78
199604 - Summary					85.78

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199605	FASTENAL COMPANY	100-4401-533.53-02		Inventory stock items	33.72
	FASTENAL COMPANY	100-4401-533.53-02		BOLTS, WELDING WIRE	159.50
	FASTENAL COMPANY	100-4401-533.53-02		CABLE TIES	98.13
199605 - Summary					291.35
199606	FEDEX	255-8101-521.30-04	I25534	Shipping	5.86
199606 - Summary					5.86
199607	FERGUSON WATERWORKS #1476	501-2709-537.71-05		LF 5/8X3/4 T10 MTR	2,460.00
	FERGUSON WATERWORKS #1476	501-2710-537.53-02		UPRSTEM OL F/MEDALLIONHYD	234.00
	FERGUSON WATERWORKS #1476	501-2901-537.53-02		UPPER STEM, FLG REPAIR KI	643.00
199607 - Summary					3,337.00
199608	FIELD EFFECT SECURITY, INC	100-1101-517.32-01		FieldEffect - August	3,196.00
199608 - Summary					3,196.00
199609	FISCHER TRUCK SERVICE, INC	550-4233-535.30-04	FLOODS	hauling flood debris	43,229.70
199609 - Summary					43,229.70
199610	FORTE	354-6051-517.31-01	IT2501	Conference Upgrades	25,309.00
199610 - Summary					25,309.00
199611	GEAR WASH LLC	100-2201-522.60-01		HARE/NAULT	3,492.25
199611 - Summary					3,492.25
199612	GFL ENVIRONMENTAL	550-4233-535.41-09		8/11 used antifreeze	170.00
199612 - Summary					170.00
199613	GOODYEAR COMMERCIAL TIRE & SERVICE	100-4401-533.53-02		RECAP TIRES	1,867.00
199613 - Summary					1,867.00
199614	GORDIE BOUCHER FORD	100-4501-533.53-02		RADIATOR HOSES	318.72
	GORDIE BOUCHER FORD	100-4501-533.53-02		GASKETS	44.87
	GORDIE BOUCHER FORD	100-4501-533.53-02		spark plugs	78.70
	GORDIE BOUCHER FORD	100-4501-533.53-02		misc. fleet parts	4,714.17
	GORDIE BOUCHER FORD	100-4501-533.53-02		TENSIONER,PULLEY, BELT	412.40
	GORDIE BOUCHER FORD	100-4501-533.53-02		stock inventory parts	20.40
199614 - Summary					5,589.26
199615	GRAYBAR	100-4401-533.53-02		PIPE CEMENT	20.26
	GRAYBAR	100-4401-533.53-02		2025 Elec CIP, Luminaires	65,009.00
199615 - Summary					65,029.26
199616	GREENFIELD POLICE DEPARTMENT	100-0000-229.11-10		Greenfield PD	124.00
199616 - Summary					124.00
199617	HAIGHT, EZRA	255-8101-521.56-03	I25548	WNOA	155.00
199617 - Summary					155.00
199618	HEIDEN PLUMBING CO INC.	510-3803-536.30-04		Emergency sanitary repair	3,645.28
199618 - Summary					3,645.28
199619	HILLER FORD INC	100-2110-521.44-03		sqd 47 oarts	110.67
	HILLER FORD INC	100-2110-521.44-03		squd 16 parts	127.40
	HILLER FORD INC	100-2110-521.44-03		sqd 6 parts	2,898.17
	HILLER FORD INC	100-2110-521.44-03		sqd 12 parts	266.49
199619 - Summary					3,402.73
199620	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.30-04		pool compliance srvc trip	250.00
	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.44-08		pool pump clamp repair	155.73
199620 - Summary					405.73
199621	IMPACT ACQUISITIONS LLC	997-9701-541.32-04		GF Printer	46.00
199621 - Summary					46.00
199622	INFORMATION TODAY INC	100-3502-555.52-31		9 ISSUE RENEWAL	129.95
199622 - Summary					129.95
199623	JESUS ARTZ & PRODUCTIONZ, LLC	100-2201-522.44-03		FLEET BRANDING #4213	1,578.50
199623 - Summary					1,578.50
199624	JWR, INC	100-4401-533.53-02		Inventory Stock Items	425.00
199624 - Summary					425.00
199625	JX PETERBILT -WAUKESHA	100-4401-533.53-02		credit-inventory parts	(145.98)
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		Inventory stock items	145.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		MINI RELAY	55.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		crankcase ventilation	191.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		filters	824.52

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199625	JX PETERBILT -WAUKESHA	100-4501-533.53-02		air filter	587.25
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		gauge, speedometer	669.50
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		actuator assy brake valve	257.03
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		AIR COMPRESSOR HEAD KIT	1,039.57
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		misc truck parts	1,263.92
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		AIR DRYER	368.99
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		shackle front spring	363.56
199625 - Summary					5,622.30
199626	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Inventory Stock Items	33.40
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Inventory stock items	729.31
199626 - Summary					762.71
199627	KL ENGINEERING	354-6051-517.31-02	M2520M	Lighting conv. design	14,717.87
	KL ENGINEERING	354-6051-517.31-02	M2520M	Lighting Const Oversight	18,108.50
199627 - Summary					32,826.37
199628	KOSZALKA, MICHAEL	100-3506-555.51-09		KATIE HUBBARD 8/19	20.89
	KOSZALKA, MICHAEL	100-3506-555.51-09		MADDIE MCKILLIP 8/15	20.97
	KOSZALKA, MICHAEL	100-3506-555.51-09		DESIRAE LEMAY 8/11 8/16	29.10
199628 - Summary					70.96
199629	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Freight CREDIT	(37.00)
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		air filter, panel engine	15.67
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Inventory stock items	315.64
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		AIR AND FUEL FILTER, BREA	52.70
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		PIGGYBACK CHAMBER	43.55
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		ABS SENSORS	120.64
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		AIR AND FUEL FILTERS	34.66
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Governor valves	180.22
199629 - Summary					726.08
199630	KRONOS SAASHR, INC	100-3501-555.51-09		(1) Library Timeclock	1,946.00
	KRONOS SAASHR, INC	100-4001-533.53-02		Shipping	26.44
	KRONOS SAASHR, INC	100-4001-533.53-02		(5) DPW Timeclocks	9,730.00
	KRONOS SAASHR, INC	501-2901-537.51-09		(1) DPW Water Timeclock	1,946.00
199630 - Summary					13,648.44
199631	KULIGOWSKI, JULIE	255-8101-521.56-03	I25548	WNOA	345.00
199631 - Summary					345.00
199632	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		shroud, fan	957.86
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		freight charge credit	(75.00)
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		air spring, cab 503	95.47
199632 - Summary					978.33
199633	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2533S	Pavement Patching-Street	11,011.69
	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2535S	111/Cleveland-Street	7,051.09
	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2535S	102/Grant-Street	33,405.80
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2533R	Pavement Patching-Storm	247.00
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2535R	111/Cleveland-Storm	61.75
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2535R	102/Grant-Storm	370.50
199633 - Summary					52,147.83
199634	LANGE ENTERPRISES	100-4101-533.53-02		stock sign posts, signs	3,491.61
	LANGE ENTERPRISES	100-4401-533.53-02		Inventory stock items	81.27
199634 - Summary					3,572.88
199635	LEXISNEXIS RISK SOLUTIONS	100-2101-521.30-04		july record checks	852.10
199635 - Summary					852.10
199636	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	495.60
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	1,197.79
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	779.06
199636 - Summary					2,472.45
199637	LUBECORE CENTRAL STATES, INC	100-4401-533.53-02		Inventory stock items	27.24
199637 - Summary					27.24
199638	Michael Anthony Sturm	100-0000-451.01-00		reopend refund	232.80
199638 - Summary					232.80
199639	MACQUEEN EQUIPMENT	100-4501-533.53-02		misc inventory parts	322.39
199639 - Summary					322.39
199640	MCDONALD'S	100-2101-521.51-04		PRISONER MEALS	202.46

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199640 - Summary					202.46
199641	MCFLS	100-3501-555.30-04		ECOMMERCE	100.35
	MCFLS	100-3502-555.52-36		BEANSTACK	1,737.00
	MCFLS	100-3502-555.52-36		HOOPLA	4,855.04
	MCFLS	100-3504-555.51-02		CATALOGING SUPPLIES	2.87
	MCFLS	100-3505-555.51-02		POSTAGE	33.81
199641 - Summary					6,729.07
199642	MCPAHON ASSOCIATES, INC	100-1001-513.30-04		Shared Tosa Services	4,590.00
199642 - Summary					4,590.00
199643	MENARDS- WEST MILWAUKEE	100-2201-522.53-27		OPERATIONAL SUPPLIES	27.43
	MENARDS- WEST MILWAUKEE	354-6051-517.31-01	IT2501	Room 128 tech upgrade	38.86
199643 - Summary					66.29
199644	MIDAMERICAN BUILDING SERVICES	255-8101-521.51-09	I25534	Janitorial	1,234.20
199644 - Summary					1,234.20
199645	MIDWEST TAPE	100-3502-555.52-22		2 ADULT AUDIOBOOKS	89.98
	MIDWEST TAPE	100-3502-555.52-22		1 ADULT AUDIOBOOK	49.99
	MIDWEST TAPE	100-3502-555.52-55		7 CHILDRENS AUDIOBOOKS	83.19
	MIDWEST TAPE	100-3502-555.52-57		4 KIDS DVDS	107.96
199645 - Summary					331.12
199646	MILWAUKEE CNTY REG OF DEEDS	220-7534-563.31-01	C23317	Record Financial Docs	30.00
	MILWAUKEE CNTY REG OF DEEDS	224-7701-563.31-01	HM2509	Record Financial Docs	30.00
199646 - Summary					60.00
199647	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		Bail	1,800.00
199647 - Summary					1,800.00
199648	MILWAUKEE RUBBER PRODUCTS, INC	100-4401-533.53-02		Inventory Stock Items	464.00
199648 - Summary					464.00
199649	MJ CONSTRUCTION INC	502-2901-537.31-01	MMSD-W	Private Prop Lead Svc	5,000.00
	MJ CONSTRUCTION INC	510-3803-536.75-01	MMSD-S	Private Prop Sanitary	5,000.00
199649 - Summary					10,000.00
199650	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		STOCK PARTS	452.69
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		FUEL FILTERS #4421	142.74
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		FUSES/BULBS #4138	13.48
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		ADAPTERS, GEAR LUBE	81.91
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Inventory Stock Items	32.30
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HEADLIGHT,TERMINAL,OIL	128.42
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Misc. stock items	356.15
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		OIL FILTER	11.44
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HOSE GUARD ROLL	825.00
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		AIR FILTER	8.23
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Inventory stock items	802.50
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC FITTINGS	221.42
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		BELT DRESSING,FITTING,SOC	36.33
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC ADAPTER	22.08
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		STROBES, WIPER BLADES	159.68
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Amber marker lights	29.19
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Oil filter	15.27
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC FITTING	30.57
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		BULB, HOOD LATCH, FITING	222.35
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		GAT Adapters	21.44
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		misc. impala parts	34.42
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Alternator	183.26
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		HARMONIC BALANCER, BOLT	143.03
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		return credit	(89.86)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		misc. inventory parts	33.77
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		core return	(18.00)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		BATTERY	61.95
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		shop supplies	2.55
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Battery	144.54
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		AIR FILTER	80.46
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		red paint marker	3.50
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		sensor-fuel pressure	79.97
NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		tire rep brown string	43.74	
NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		washer reservoir	100.31	

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199650	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TIRE LUBE PASTE	92.19
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		credit inventory parts	(105.24)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		core credit	(39.00)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TENSIONER, BELT	105.24
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		misc truck parts	818.02
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		misc inventory parts	182.07
199650 - Summary					5,470.11
199651	NAPLETON CHEVROLET COLUMBUS	352-2201-522.70-03		#4150 2025 CHEVY TAHOE	52,331.60
199651 - Summary					52,331.60
199652	NESPOLI, ERIK	255-8101-521.56-03	I25548	WNOA	511.60
199652 - Summary					511.60
199653	NEU TOOL & SUPPLY CORP	100-4401-533.53-02		Inventory stock items	12.50
199653 - Summary					12.50
199654	ORKIN, LLC	220-7522-563.30-04	C25220	Rodent Abatement	1,300.00
199654 - Summary					1,300.00
199655	PARKITECTURE & PLANNING, LLC	220-7522-563.30-02	C23409	Final invoice	1,377.62
199655 - Summary					1,377.62
199656	PAUL TERRIEN LLC	257-5701-517.30-04	SPFARM	FM Entertain - 9/20	200.00
199656 - Summary					200.00
199657	PINK DUMPSTERS, LLC	100-4201-535.30-04	FLOODS	dumpsters week of 8/18/25	11,664.30
	PINK DUMPSTERS, LLC	100-4201-535.30-04	FLOODS	dumpsters week of 8/11/25	19,463.00
199657 - Summary					31,127.30
199658	POMP'S TIRE SERVICE INC	100-2110-521.53-03		SQUAD TIRES	877.92
	POMP'S TIRE SERVICE INC	100-4401-533.53-02		Inventory stock items	239.60
	POMP'S TIRE SERVICE INC	214-0801-521.64-05		TIRES SIU 53	353.44
199658 - Summary					1,470.96
199659	R. S. PAINT & TOOLS LLC	100-4601-533.51-09		Marking Paint	604.80
199659 - Summary					604.80
199660	RAINBOW PRINTING	100-3505-555.51-02		LIBRARY CARDS (1000)	858.00
199660 - Summary					858.00
199661	READYOP COMMUNICATIONS, INC	214-0801-521.64-05		renew subscription	8,000.00
199661 - Summary					8,000.00
199662	RELIANT FIRE APPARATUS INC	100-2201-522.44-03		AC COMPRESSOR/DRIER	2,043.28
199662 - Summary					2,043.28
199663	REMY BATTERY CO INC	100-4401-533.44-08		FOR FUEL PUMP UPS	39.36
199663 - Summary					39.36
199664	RENNERT'S FIRE EQUIPMENT SERVICE	100-2201-522.44-03		PUMP TESTING #4208	584.25
	RENNERT'S FIRE EQUIPMENT SERVICE	100-2201-522.44-03		PUMP TESTING #4212	490.12
	RENNERT'S FIRE EQUIPMENT SERVICE	100-2201-522.44-03		PUMP TESTING #4211	512.68
	RENNERT'S FIRE EQUIPMENT SERVICE	100-2201-522.44-03		PUMP TESTING #4207	806.68
199664 - Summary					2,393.73
199665	RHYME BUSINESS PRODUCTS LLC	100-1101-517.30-13		Rhyme - July	5,941.01
199665 - Summary					5,941.01
199666	RITTER TECHNOLOGY LLC	100-4401-533.53-02		COUPLERS	219.68
199666 - Summary					219.68
199667	ROAD & CONSTRUCTION MATERIALS	501-2707-537.53-02		CleanFill:SingleAxleLoad	420.00
	ROAD & CONSTRUCTION MATERIALS	501-2708-537.53-02		CleanFill:SingleAxleLoad	420.00
199667 - Summary					840.00
199668	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 8/15/25	3,316.40
199668 - Summary					3,316.40
199669	ROUSE, JONATHAN	257-5702-517.30-04	SPFARM	FM Entertain - 9/18	200.00
199669 - Summary					200.00
199670	SALAMONE SUPPLIES	100-4401-533.53-02		MOP HEADS	89.60
199670 - Summary					89.60
199671	SANOFI PASTEUR INC	997-9703-541.53-41		TB Supplies	544.99
199671 - Summary					544.99
199672	SCHILZ, BRYCE	255-8101-521.56-03	I25548	WNOA	165.00
199672 - Summary					165.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
199673	SCHOOL DIST OF W ALLIS -W MILW, ET	212-0801-521.64-05		Apple Holler/Cops & Kids	492.42
199673 - Summary					492.42
199674	SEAGRAVE FIRE APPARATUS LLC	100-4501-533.53-02		VEHICLE MOD BOX	902.95
199674 - Summary					902.95
199675	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-25-626	535.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order- PMNA-25-9	1,830.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-31	A19001	Grass and Weeds	665.00
199675 - Summary					3,030.00
199676	SLH SERVICES	100-0302-516.30-05		CWA v S. Hernandez-Diaz	112.25
199676 - Summary					112.25
199677	SNAP-ON TOOLS	100-2110-521.51-08		SOFTWARE UPDATE MECH EQUI	387.00
199677 - Summary					387.00
199678	SORCE SERVICES, LLC	550-4233-535.53-53	FLOODS	80/Grant NW Cor-8/20 serv	515.00
	SORCE SERVICES, LLC	550-4233-535.53-53	FLOODS	81/Grant NW Cor-8/20 serv	515.00
199678 - Summary					1,030.00
199679	SPEEDY METALS LLC	100-4401-533.53-02		Inventory stock items	125.27
199679 - Summary					125.27
199680	STERICYCLE INC	997-9701-541.32-04		GF Sharps	138.92
199680 - Summary					138.92
199681	TAPCO	100-4401-533.53-02		Inventory Stock Items	237.37
	TAPCO	350-6008-531.31-01	P2535S	RRFB 79/Linc Traffic Calm	28,401.00
199681 - Summary					28,638.37
199682	TELEFLEX FUNDING LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	1,150.00
199682 - Summary					1,150.00
199683	THE HARTFORD	100-0000-202.18-05		LTD Sept	3,756.70
199683 - Summary					3,756.70
199684	THE UPS STORE #6257	100-2101-521.51-01		siu shipped hard drive	13.39
	THE UPS STORE #6257	100-2101-521.51-01		FTSU RETURN PROPERTY	21.60
199684 - Summary					34.99
199685	TRANSUNION RISK & ALTERNATIVE	255-8101-521.30-04	I24549	TLOP	763.80
199685 - Summary					763.80
199686	TRUCK COUNTRY	100-4401-533.53-02		HORN CONTACT	15.37
	TRUCK COUNTRY	100-4501-533.53-02		shock absorber	70.06
	TRUCK COUNTRY	100-4501-533.53-02		reinforcement assembly	56.16
199686 - Summary					141.59
199687	ULINE	100-4101-533.53-02		BS-crswlk painting pump	720.97
199687 - Summary					720.97
199688	UNIFIRST CORPORATION	100-4501-533.53-02		DPW Uniforms	167.03
199688 - Summary					167.03
199689	US CELLULAR	255-8101-521.30-04	I24538	CALEA PEN	1,725.00
199689 - Summary					1,725.00
199690	UTILITY SALES & SERVICE INC	100-4401-533.53-02		WINCH ROPE	487.96
199690 - Summary					487.96
199691	VERIZON WIRELESS	100-1401-515.41-06		July Verizon	15,089.08
199691 - Summary					15,089.08
199692	VERIZON WIRELESS SERVICES	255-8101-521.30-04	I24538	PEN 5530	425.00
	VERIZON WIRELESS SERVICES	255-8101-521.30-04	I24538	PEN 7816	425.00
	VERIZON WIRELESS SERVICES	255-8101-521.30-04	I24538	PEN 7802	425.00
199692 - Summary					1,275.00
199693	WAAO	100-0501-517.57-01		WAAO membership Dues (x3)	180.00
199693 - Summary					180.00
199694	WANDEL CONTRACTORS, INC	350-6008-531.31-01	P2523S	90th:Durham-Dakota Street	35,719.05
	WANDEL CONTRACTORS, INC	350-6008-531.31-01	P2524S	Stuth:Orleans-Osage Stree	72,760.50
	WANDEL CONTRACTORS, INC	501-2901-537.75-01	P2524H	Stuth:Orleans-Osage Water	12,825.00
	WANDEL CONTRACTORS, INC	510-3803-536.75-01	P2523N	90th:Durham-Dakota Sanita	88,350.00
	WANDEL CONTRACTORS, INC	540-1807-538.75-01	P2523R	90th:Durham-Dakota Storm	16,458.75
	WANDEL CONTRACTORS, INC	540-1807-538.75-01	P2524R	Stuth:Orleans-Osage Storm	113,107.00
199694 - Summary					339,220.30
199695	WASTEBUILT	100-4401-533.53-02		COIL AND CARTRIDGE	91.99

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Check#	Vendor	GL Account	Proj No	Description	Amount
199695	WASTEBUILT	100-4401-533.53-02		Inventory stock items	1,114.09
199695 - Summary					1,206.08
199696	WEBER, ALISSA	257-5701-517.30-04	SPCITY	SCS Entertain - 9/18	650.00
199696 - Summary					650.00
199697	WELLWORKS FOR YOU	602-9101-517.30-04		Wellness Aug	1,831.00
199697 - Summary					1,831.00
199698	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.30-04		Background Inv report	6.25
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.30-04		court transcription/Dane	21.00
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-04		prisoner meal	6.80
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-09		snacks for SFST training	61.21
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-09		Snacks for SFST train	104.06
	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-09		Ice for State Fair Comman	19.47
	WEST ALLIS POLICE DEPT PETTY CASH	100-2110-521.53-01		Gas card failed	83.88
199698 - Summary					302.67
199699	WHEELS NOW INC	100-4501-533.53-02		misc truck parts	285.00
199699 - Summary					285.00
199700	WISCONSIN DEPARTMENT OF FINANCIAL	100-2101-521.30-04		RENEW NOTARY	20.00
199700 - Summary					20.00
199701	WISCONSIN DEPARTMENT OF FINANCIAL	100-2101-521.30-04		NEW NOTARY	20.00
199701 - Summary					20.00
199702	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2031T	Refund check 2995-04-04	1,150.02
199702 - Summary					1,150.02
199703	WISCONSIN LIFTING SPECIALISTS INC	100-4501-533.53-02		Lifting Chain & Hook	1,147.59
	WISCONSIN LIFTING SPECIALISTS INC	540-1801-538.53-02		two chain leg sling	599.03
199703 - Summary					1,746.62
199704	WNOA	255-8101-521.30-04	I25548	WNOA registrations	5,040.00
199704 - Summary					5,040.00
199705	ZIGNEGO READY MIX INC	501-2707-537.53-08		1.25 base course	133.65
199705 - Summary					133.65
199706	120 WATER INC	501-2901-537.32-01		PWS Platform	10,000.00
	120 WATER INC	501-2901-537.32-01		LCRI Managed Svcs Pkg	15,000.00
	120 WATER INC	501-2901-537.51-01		Lead letter postage	17,420.00
199706 - Summary					42,420.00
199707	525 TECHNOLOGIES	100-1101-517.51-11		wall mounts PD mntrs	820.27
199707 - Summary					820.27
09/05/2025 - Summary					1,438,166.30

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Check#	Vendor	GL Account	Proj No	Description	Amount
40564	LOCAL 342	100-0000-202.08-00		PAYROLL SUMMARY	8,202.50
40564 - Summary					8,202.50
40565	LOCAL 342 - CONDUIT FUND	100-0000-202.08-00		PAYROLL SUMMARY	420.00
40565 - Summary					420.00
40566	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	8,295.72
40566 - Summary					8,295.72
199708	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	109.54
199708 - Summary					109.54
199709	BOWER'S PRODUCE	100-8201-517.38-01		MKT REFUNDS	311.00
	BOWER'S PRODUCE	100-8201-517.38-02		MKT REFUNDS	371.00
199709 - Summary					682.00
199710	CE FARMS	100-8201-517.38-01		MKT REFUNDS	139.00
	CE FARMS	100-8201-517.38-02		MKT REFUNDS	135.00
199710 - Summary					274.00
199711	CHAPTER 13 TRUSTEE	100-0000-202.07-00		CASE 25-23830-KMP	173.08
	CHAPTER 13 TRUSTEE	100-0000-202.07-00		PAYROLL SUMMARY	173.08
199711 - Summary					346.16
199712	CINDY'S GREENHOUSE AND FRESH	100-8201-517.38-01		MKT REFUNDS	1,587.00
	CINDY'S GREENHOUSE AND FRESH	100-8201-517.38-02		MKT REFUNDS	1,502.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
199712 - Summary					3,089.00
199713	FER-LI MEATS & SAUSAGE LLC	100-8201-517.38-01		MKT REFUNDS	372.00
	FER-LI MEATS & SAUSAGE LLC	100-8201-517.38-02		MKT REFUNDS	339.00
199713 - Summary					711.00
199714	FIRE COMPANY FUND	100-0000-202.16-00		PAYROLL SUMMARY	630.00
199714 - Summary					630.00
199715	FLUSH WITH MUSH	100-8201-517.38-01		MKT REFUNDS	35.00
	FLUSH WITH MUSH	100-8201-517.38-02		MKT REFUNDS	71.00
199715 - Summary					106.00
199716	HERTHER, DAVID	100-8201-517.38-01		MKT REFUNDS	228.00
	HERTHER, DAVID	100-8201-517.38-02		MKT REFUNDS	353.00
199716 - Summary					581.00
199717	HOEKSTRA'S MARKET & GREENHOUSE	100-8201-517.38-01		MKT REFUNDS	348.00
	HOEKSTRA'S MARKET & GREENHOUSE	100-8201-517.38-02		MKT REFUNDS	459.00
199717 - Summary					807.00
199718	HOOCHMKE LLC	100-8201-517.38-01		MKT REFUNDS	126.00
199718 - Summary					126.00
199719	JERRY'S PRODUCE LLC	100-8201-517.38-01		MKT REFUNDS	156.00
	JERRY'S PRODUCE LLC	100-8201-517.38-02		MKT REFUNDS	198.00
199719 - Summary					354.00
199720	JOHNSON'S VEGETABLES	100-8201-517.38-01		MKT REFUNDS	288.00
	JOHNSON'S VEGETABLES	100-8201-517.38-02		MKT REFUNDS	251.00
199720 - Summary					539.00
199721	MEDITERRANEAN SPECIALTY SUPPLIES	100-8201-517.38-01		MKT REFUNDS	60.00
199721 - Summary					60.00
199722	NORTH SHORE BOULANGERIE	100-8201-517.38-01		MKT REFUNDS	271.00
199722 - Summary					271.00
199723	POLKA DOT PRODUCE	100-8201-517.38-01		MKT REFUNDS	581.00
	POLKA DOT PRODUCE	100-8201-517.38-02		MKT REFUNDS	408.00
199723 - Summary					989.00
199724	RIVER VALLEY RANCH LTD	100-8201-517.38-01		MKT REFUNDS	86.00
	RIVER VALLEY RANCH LTD	100-8201-517.38-02		MKT REFUNDS	48.00
199724 - Summary					134.00
199725	SCHOLBE FARMS	100-8201-517.38-01		MKT REFUNDS	99.00
	SCHOLBE FARMS	100-8201-517.38-02		MKT REFUNDS	84.00
199725 - Summary					183.00
199726	SOAP PASSION	100-8201-517.38-01		MKT REFUNDS	330.00
199726 - Summary					330.00
199727	UNITED WAY - MILWAUKEE	100-0000-202.09-00		PAYROLL SUMMARY	296.36
199727 - Summary					296.36
199728	WESTON AND WESTON	100-8201-517.38-01		MKT REFUNDS	143.00
	WESTON AND WESTON	100-8201-517.38-02		MKT REFUNDS	63.00
199728 - Summary					206.00
199729	YANG, CHUE GE	100-8201-517.38-01		MKT REFUNDS	88.00
	YANG, CHUE GE	100-8201-517.38-02		MKT REFUNDS	70.00
199729 - Summary					158.00
09/08/2025 - Summary					27,900.28

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Check#	Vendor	GL Account	Proj No	Description	Amount
40567	LXL THE APIARY, LLC	236-7205-563.31-80	D22404	EPA RLF -Request 3	585,484.67
	LXL THE APIARY, LLC	316-0000-129.10-03		DNR - Ready for Reuse #2	1,299,812.83
	LXL THE APIARY, LLC	316-0000-222.01-00		DNR - Ready for Reuse #2	(1,299,812.83)
	LXL THE APIARY, LLC	316-6606-563.31-64		DNR - Ready for Reuse #2	1,299,812.83
40567 - Summary					1,885,297.50
40568	WE ENERGIES	100-4118-531.41-04		Group bill elec	17,889.64
	WE ENERGIES	100-4118-531.41-04		group bill	5,820.35
40568 - Summary					23,709.99
40623	US BANK - PCARD	100-0301-516.51-01		USPS PO 5687650214	1.16

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40623	US BANK - PCARD	100-0301-516.51-02		NORDISCO.COM	50.96
	US BANK - PCARD	100-0301-516.56-01		MATC GARAGE	16.20
	US BANK - PCARD	100-0302-516.30-05		PGV*MILWAUKEE CIVIL 2	7.00
	US BANK - PCARD	100-0303-516.52-01		WWW.PACER.GOV	47.10
	US BANK - PCARD	100-0501-517.52-02		METROMLS	69.00
	US BANK - PCARD	100-0501-517.52-02		COSTAR GROUP INC	476.12
	US BANK - PCARD	100-1001-513.51-04		SQ *AGGIE'S BAKERY & CAKE	28.75
	US BANK - PCARD	100-1001-513.51-04		DUNKIN #364092	67.04
	US BANK - PCARD	100-1001-513.51-04		COUSINSSUBS	1,043.79
	US BANK - PCARD	100-1001-513.57-01		OPENAI *CHATGPT SUBSCR	20.00
	US BANK - PCARD	100-1101-517.32-01		GITHUB, INC.	240.00
	US BANK - PCARD	100-1101-517.44-08		AXIS COMMUNICATIONS, INC.	717.00
	US BANK - PCARD	100-1101-517.51-11		MONOPRICE, INC.	165.80
	US BANK - PCARD	100-1301-517.30-04		CONCENTRA INC	1,072.00
	US BANK - PCARD	100-1301-517.51-02		AMAZON MARK* KX1E54703	64.99
	US BANK - PCARD	100-1301-517.51-09		MUSOPIA	79.99
	US BANK - PCARD	100-1301-517.52-03		OPENAI *CHATGPT SUBSCR	20.00
	US BANK - PCARD	100-1301-517.54-02		ZOOM.COM 888-799-9666	149.90
	US BANK - PCARD	100-1301-517.54-02		LINKEDINPREA *44924164	39.99
	US BANK - PCARD	100-1401-515.32-04		B2B PRIME*YC7OP6OM3	779.00
	US BANK - PCARD	100-1401-515.57-01		WICPA	350.00
	US BANK - PCARD	100-1401-515.57-01		LOCAL GOVERNMENT EDUCATIO	75.00
	US BANK - PCARD	100-1401-515.57-02		SURGENT MCCOY SELF STUDY	524.30
	US BANK - PCARD	100-2101-521.30-04		CNA SURETY	120.00
	US BANK - PCARD	100-2101-521.30-04		AMAZON MKTPL*9N0Q45K63	24.99
	US BANK - PCARD	100-2101-521.30-04		STERICYCLE, INC	138.99
	US BANK - PCARD	100-2101-521.30-04		AMAZON MKTPL*UI1O30TD3	24.99
	US BANK - PCARD	100-2101-521.44-01		AMAZON MKTPL*0V5CT7P03	31.09
	US BANK - PCARD	100-2101-521.44-01		AMAZON MARK* 751RA2YW3	0.00
	US BANK - PCARD	100-2101-521.44-01		AMAZON MARK* 5O8M56G13	0.00
	US BANK - PCARD	100-2101-521.44-01		CDW GOVT #AF2ZP3X	732.55
	US BANK - PCARD	100-2101-521.44-01		AMAZON MARK* S08TN7423	5.89
	US BANK - PCARD	100-2101-521.44-08		WALMART.COM	177.90
	US BANK - PCARD	100-2101-521.51-02		AMAZON MARK* EE5IW1583	67.00
	US BANK - PCARD	100-2101-521.51-02		AMAZON MKTPL*956O96Y03	35.76
	US BANK - PCARD	100-2101-521.51-02		AMAZON MARK* GS1G43C03	40.31
	US BANK - PCARD	100-2101-521.51-02		STAPLES	52.28
	US BANK - PCARD	100-2101-521.51-02		ODP BUS SOL LLC# 106869	495.74
	US BANK - PCARD	100-2101-521.51-02		AMAZON MARK* B798T7783	330.06
	US BANK - PCARD	100-2101-521.51-02		AMAZON MKTPL*W77OD5923	33.98
	US BANK - PCARD	100-2101-521.51-02		AMAZON MARK* HT0IH4LR3	71.44
	US BANK - PCARD	100-2101-521.51-02		AMAZON MARK* TG2H91V73	5.64
	US BANK - PCARD	100-2101-521.51-09		AMAZON RETA* MK6ML2UF3	47.10
	US BANK - PCARD	100-2101-521.51-09		WAL-MART #5438	54.96
	US BANK - PCARD	100-2101-521.51-09		AMAZON MARK* C18KD43S3	169.20
	US BANK - PCARD	100-2101-521.51-09		AMAZON MKTPL*U768L1SA3	96.00
	US BANK - PCARD	100-2101-521.51-09		AMAZON MARK* H88SK1VW3	11.54
	US BANK - PCARD	100-2107-521.51-05		NBS-FVT*FOX VALLEY TECH	12.11
	US BANK - PCARD	100-2107-521.51-05		RAY O HERRON CO INC	29.60
	US BANK - PCARD	100-2107-521.51-05		FOX VALLEY TECH	425.00
	US BANK - PCARD	100-2107-521.51-05		AMAZON MARK* UO5CI6DO3	340.97
	US BANK - PCARD	100-2107-521.53-41		G2 AUTOMATED TECHNOLOG	171.05
	US BANK - PCARD	100-2107-521.57-02		WI DOJ* DOMESTIC VIOLE	77.21
	US BANK - PCARD	100-2107-521.57-02		CAMBRIA HOTEL APPLETON	3,480.00
	US BANK - PCARD	100-2107-521.60-01		STREICHER'S MO	6,210.10
	US BANK - PCARD	100-2107-521.60-01		AMAZON MARK* CU0P12E93	77.05
	US BANK - PCARD	100-2107-521.60-01		AMAZON RETA* B95934M03	20.49
	US BANK - PCARD	100-2107-521.60-01		AMAZON RETA* XU7L36UM3	122.94
	US BANK - PCARD	100-2107-521.60-01		AMAZON MKTPL*W10DA4DE3	159.07
	US BANK - PCARD	100-2107-521.60-01		AMAZON MARK* G51M85PM3	43.90
	US BANK - PCARD	100-2107-521.60-01		KM SPORTS - ECOMMERCE	(171.60)
	US BANK - PCARD	100-2107-521.60-01		AMAZON MKTPL*EJ3JB8563	359.99
	US BANK - PCARD	100-2110-521.51-06		MENARDS WEST ALLIS WI	22.36
	US BANK - PCARD	100-2110-521.51-06		AMAZON RETA* VG0WC0UX3	72.45
	US BANK - PCARD	100-2110-521.51-06		AMAZON RETA* SU83F05F3	56.00
	US BANK - PCARD	100-2110-521.51-06		NASSCO INC. 4144229960	915.31

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Check#	Vendor	GL Account	Proj No	Description	Amount
40623	US BANK - PCARD	100-2110-521.51-06		ODP BUS SOL LLC# 106869	361.74
	US BANK - PCARD	100-2110-521.51-06		THE HOME DEPOT #4902	91.41
	US BANK - PCARD	100-2110-521.51-06		ULINE *SHIP SUPPLIES	495.51
	US BANK - PCARD	100-2110-521.51-08		AMAZON MKTPL*Y30075ZD3	23.88
	US BANK - PCARD	100-2110-521.51-08		AMAZON MARK* KH5US1YQ3	27.98
	US BANK - PCARD	100-2114-521.51-03		AMAZON MKTPL*678912X43	64.42
	US BANK - PCARD	100-2114-521.51-03		EVIDENT INC	394.71
	US BANK - PCARD	100-2201-522.32-01		COGNITO-PRO	19.00
	US BANK - PCARD	100-2201-522.44-02		PARTS USA	45.32
	US BANK - PCARD	100-2201-522.44-03		THE HOME DEPOT #4902	24.00
	US BANK - PCARD	100-2201-522.44-04		AMAZON MARK* SJ83Y6RB3	9.49
	US BANK - PCARD	100-2201-522.44-08		PARTS USA	44.00
	US BANK - PCARD	100-2201-522.44-08		MR APPLIANCE OF MUSKEGO	287.91
	US BANK - PCARD	100-2201-522.51-04		PICK N SAVE #847	36.46
	US BANK - PCARD	100-2201-522.51-04		SQ *AGGIE'S BAKERY & CAKE	46.50
	US BANK - PCARD	100-2201-522.51-06		NASSCO INC. 4144229960	1,233.97
	US BANK - PCARD	100-2201-522.52-01		OPENAI *CHATGPT SUBSCR	20.00
	US BANK - PCARD	100-2201-522.52-01		AUDIBLE*YR9TF3R43	15.83
	US BANK - PCARD	100-2201-522.53-27		AIR ONE EQUIPMENT, INC	531.64
	US BANK - PCARD	100-2201-522.53-27		THE HOME DEPOT #4902	678.00
	US BANK - PCARD	100-2201-522.53-27		SP IDENTIFIRE	179.88
	US BANK - PCARD	100-2201-522.53-27	FL0001	AMAZON MKTPL*Q84D01803	31.18
	US BANK - PCARD	100-2201-522.54-02		AMAZON MARK* B58193SE3	38.17
	US BANK - PCARD	100-2201-522.54-02		FLAG CENTER	215.00
	US BANK - PCARD	100-2201-522.56-02		NATIONAL EMERGENCY TRAIN	942.69
	US BANK - PCARD	100-2201-522.57-02		EVT CERTIFICATION	90.00
	US BANK - PCARD	100-2301-523.57-02		OCCD	75.00
	US BANK - PCARD	100-2401-524.51-02		ODP BUS SOL LLC# 106869	38.33
	US BANK - PCARD	100-2401-524.52-02		INT'L CODE COUNCIL INC	415.50
	US BANK - PCARD	100-2501-515.51-02		AMAZON MKTPL*B368Y1HD3	22.87
	US BANK - PCARD	100-2501-515.51-02		AMAZON MKTPL*NR5DO4F33	12.95
	US BANK - PCARD	100-3401-544.51-02		AMAZON MARK* ND28147N3	25.38
	US BANK - PCARD	100-3401-544.51-02		AMAZON MARK* 3W6D76TV3	31.90
	US BANK - PCARD	100-3401-544.51-06		AMAZON RETA* JG37O6QW3	5.80
	US BANK - PCARD	100-3401-544.51-06		AMAZON MKTPLACE PMTS	(219.68)
	US BANK - PCARD	100-3401-544.51-06		AMAZON RETA* 5E0IR8JZ3	53.17
	US BANK - PCARD	100-3401-544.51-06		AMAZON MKTPL*001DJ5C83	219.68
	US BANK - PCARD	100-3401-544.51-06		AMAZON MKTPL*BV4957IS3	132.84
	US BANK - PCARD	100-3501-555.51-02		ODP BUS SOL LLC # 105910	190.47
	US BANK - PCARD	100-3501-555.51-02		ODP BUS SOL LLC# 106869	123.84
	US BANK - PCARD	100-3501-555.51-02		AMAZON MARK* OG90C1VY3	49.90
	US BANK - PCARD	100-3501-555.57-01		WISCONSIN LIBRARY ASSOCIA	255.00
	US BANK - PCARD	100-3502-555.52-21		BAKER & TAYLOR LLC	444.84
	US BANK - PCARD	100-3502-555.52-21		INGRAM LIBRARY SERVICES	216.81
	US BANK - PCARD	100-3502-555.52-23		BAKER & TAYLOR LLC	72.14
	US BANK - PCARD	100-3502-555.52-27		INGRAM LIBRARY SERVICES	27.19
	US BANK - PCARD	100-3502-555.52-28		INGRAM LIBRARY SERVICES	1,683.01
	US BANK - PCARD	100-3502-555.52-28		BAKER & TAYLOR LLC	3,963.62
	US BANK - PCARD	100-3502-555.52-30		BAKER & TAYLOR LLC	113.18
	US BANK - PCARD	100-3502-555.52-36		CAMPAIGNMONITOR	58.65
	US BANK - PCARD	100-3502-555.52-38		BAKER & TAYLOR LLC	1,838.70
	US BANK - PCARD	100-3502-555.52-40		BAKER & TAYLOR LLC	30.23
	US BANK - PCARD	100-3502-555.52-48		INGRAM LIBRARY SERVICES	1,786.34
	US BANK - PCARD	100-3502-555.52-48		BAKER & TAYLOR LLC	2,088.21
	US BANK - PCARD	100-3504-555.51-02		DEMCO INC	440.08
	US BANK - PCARD	100-3504-555.51-02		U OF M MINITEX II OL	813.00
	US BANK - PCARD	100-3506-555.51-06		PICK N SAVE #847	32.26
	US BANK - PCARD	100-3506-555.51-09		WAL-MART #5669 SE2	(17.30)
	US BANK - PCARD	100-3506-555.51-09		PICK N SAVE #847	32.19
	US BANK - PCARD	100-3506-555.51-09		AMAZON RETA* A69KK30D3	4.99
	US BANK - PCARD	100-3506-555.51-09		WWW.REDBUBBLE.COM	49.57
	US BANK - PCARD	100-3506-555.51-09		AMAZON MARK* PN0WJ4553	68.52
	US BANK - PCARD	100-3506-555.51-09		DOLLAR TREE	7.50
	US BANK - PCARD	100-3506-555.51-09		AMAZON MARK* T03JA3Q83	9.99
	US BANK - PCARD	100-3506-555.51-09		DBC*BLICK ART MATERIAL	194.87
	US BANK - PCARD	100-3506-555.51-09		WAL-MART #5669	33.01

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Check#	Vendor	GL Account	Proj No	Description	Amount
40623	US BANK - PCARD	100-3506-555.51-09		AMAZON RETA* XL5ZX63K3	5.88
	US BANK - PCARD	100-3506-555.51-09		AMAZON MKTPL*RN6YL9293	57.55
	US BANK - PCARD	100-3507-555.51-06		SAN-A-CARE	114.69
	US BANK - PCARD	100-3507-555.51-06		TARGET.COM	142.34
	US BANK - PCARD	100-4001-533.53-02		AMAZON RETA* 2P86X34J3	179.94
	US BANK - PCARD	100-4101-533.30-04		DSPS EPAY ISE	100.00
	US BANK - PCARD	100-4101-533.30-04		DSPS E SERVICE FEE COM	2.26
	US BANK - PCARD	100-4101-533.44-08		G&O THERMAL SUPPLY	59.10
	US BANK - PCARD	100-4101-533.44-08		ALLIED BEARING AND POWER	15.94
	US BANK - PCARD	100-4101-533.44-08		GUSTAVE A LARSON COMPANY	88.28
	US BANK - PCARD	100-4101-533.44-08		MENARDS WEST MILWAUKEE WI	38.74
	US BANK - PCARD	100-4101-533.44-08		ARO LOCK & DOOR - MILWAUK	37.50
	US BANK - PCARD	100-4101-533.44-08		HAJOCA ABLE DIST 353	620.58
	US BANK - PCARD	100-4101-533.44-08		MARKS PLUMBING PARTS	145.85
	US BANK - PCARD	100-4101-533.44-08		MILWAUKEE PLATE GLASS CO	70.40
	US BANK - PCARD	100-4101-533.44-08		MENARDS WEST ALLIS WI	105.91
	US BANK - PCARD	100-4101-533.44-08		FERGUSON ENT #1020	560.47
	US BANK - PCARD	100-4101-533.44-08	FLOODS	JMI PUMP SYSTEMS SERVIC	3,776.00
	US BANK - PCARD	100-4101-533.44-08	FLOODS	FERGUSON ENT #1020	157.89
	US BANK - PCARD	100-4101-533.44-08	FLOODS	FERGUSON ENT 3553	190.63
	US BANK - PCARD	100-4101-533.44-08	FLOODS	NTE 5443	334.17
	US BANK - PCARD	100-4101-533.53-02		AMAZON RETA* M12L90L43	325.64
	US BANK - PCARD	100-4101-533.53-02		AMAZON RETA* 2I0LL7P83	12.52
	US BANK - PCARD	100-4101-533.53-02		AMAZON MARK* IW5EV41Y3	14.59
	US BANK - PCARD	100-4101-533.53-02		AMAZON MKTPL*NG8AS72U3	151.98
	US BANK - PCARD	100-4118-531.53-02		MENARDS WEST MILWAUKEE WI	22.11
	US BANK - PCARD	100-4201-535.53-02	FLOODS	TST*PIZZERIA SCOTTY - MI	248.10
	US BANK - PCARD	100-4218-531.53-02	FLOODS	NTE 5443	77.12
	US BANK - PCARD	100-4218-531.53-02	FLOODS	HARBOR FREIGHT TOOLS 280	242.91
	US BANK - PCARD	100-4218-531.53-02	FLOODS	SAMSCLUB #8167	61.52
	US BANK - PCARD	100-4218-531.53-02	FLOODS	MENARDS WAUKESHA WI	138.70
	US BANK - PCARD	100-4218-531.57-02		WWW.SIMA.ORG	700.00
	US BANK - PCARD	100-4301-533.53-02		MINOR GARDEN CENTER INC	420.00
	US BANK - PCARD	100-4301-533.53-02		MENARDS WEST ALLIS WI	10.99
	US BANK - PCARD	100-4301-533.53-02		SP CERTIFIEDPRODUCTSII	180.00
	US BANK - PCARD	100-4301-533.53-02		THE HOME DEPOT #4902	(14.78)
	US BANK - PCARD	100-4301-533.53-02		AMAZON MARK* K99AT7Y03	328.94
	US BANK - PCARD	100-4401-533.53-02		AMAZON MKTPL*3F7B61903	32.50
	US BANK - PCARD	100-4401-533.53-02		AMAZON MARK* A002T16M3	17.98
	US BANK - PCARD	100-4401-533.53-02		AMAZON MKTPL*801UY4ZP3	95.98
	US BANK - PCARD	100-4401-533.53-02		AMAZON RETA* EJ9XR4Y53	54.24
	US BANK - PCARD	100-4401-533.53-02		AMAZON MKTPL*AQ83Q3XH3	45.36
	US BANK - PCARD	100-4501-533.53-02		AMAZON MARK* 850PD8VY3	69.90
	US BANK - PCARD	100-4501-533.53-02		AMAZON MARK* 9Q0YB8R73	0.00
	US BANK - PCARD	100-4501-533.53-02		ECODIRECT	82.82
	US BANK - PCARD	100-4501-533.53-02		AMAZON MARK* RJ1SP1YJ3	0.00
	US BANK - PCARD	100-4501-533.53-02		NTE 5443	3,999.99
	US BANK - PCARD	100-4501-533.53-02		AMAZON MARK* 0V4VB85X3	98.64
	US BANK - PCARD	100-4501-533.53-02		AMAZON MARK* 2E5RD4WY3	43.96
	US BANK - PCARD	100-4601-533.51-09		AMAZON MARK* U16J09OK3	85.38
	US BANK - PCARD	100-4601-533.51-09		AMAZON RETA* VF72H9GE3	5.67
	US BANK - PCARD	100-8201-517.32-01		SPROUT SOCIAL, INC	323.00
	US BANK - PCARD	100-8201-517.32-01		MAILCHIMP	169.18
	US BANK - PCARD	100-8201-517.32-01		ADOBE INC	307.96
	US BANK - PCARD	100-8201-517.32-04		2PITNEY BOWES LEASING	704.79
	US BANK - PCARD	100-8201-517.51-02		SQ *WEST ALLIS CHEESE & S	63.00
	US BANK - PCARD	100-8201-517.51-02		FREESES CANDY SHOPPE	105.33
	US BANK - PCARD	100-8201-517.51-02		WALGREENS #4774	6.32
	US BANK - PCARD	100-8201-517.51-02		2PITNEY BOWES INC.	132.79
	US BANK - PCARD	100-8201-517.51-02		MENARDS WEST MILWAUKEE WI	6.33
	US BANK - PCARD	100-8201-517.51-09		4IMPRINT, INC	309.00
	US BANK - PCARD	100-8201-517.51-09		DNH*GODADDY#3853549340	23.19
	US BANK - PCARD	100-8201-517.54-03		4IMPRINT, INC	438.95
	US BANK - PCARD	100-8201-517.54-03		FACEBK *56Q7TUCD52	452.49
	US BANK - PCARD	201-5101-517.32-01		FLYWHEEL	395.75
	US BANK - PCARD	201-5101-517.51-09		HOBBY-LOBBY #858	35.94

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40623	US BANK - PCARD	201-5101-517.51-09		HOBBO LOBBY #685	10.48
	US BANK - PCARD	202-0801-521.64-05		AMAZON MKTPL*F22BA6VE3	12.06
	US BANK - PCARD	202-0801-521.64-05		AMAZON MARK* 3R4XE8N23	52.69
	US BANK - PCARD	202-0801-521.64-05		AMAZON MKTPL*HN16Q5P13	35.70
	US BANK - PCARD	202-0801-521.64-05		AMAZON MARK* HZ6QK4N23	22.89
	US BANK - PCARD	202-0801-521.64-05		AMAZON MARK* SJ64F2CE3	32.18
	US BANK - PCARD	206-0601-544.64-05		SPECTRUM	15.61
	US BANK - PCARD	207-0601-544.64-05	SC0003	SPOTIFY USA	12.70
	US BANK - PCARD	207-0601-544.64-05	SC0007	PICK N SAVE #847	13.98
	US BANK - PCARD	207-0601-544.64-05	SC0007	GFS STORE #1929	164.05
	US BANK - PCARD	208-0701-555.64-05		BAKER & TAYLOR LLC	24.79
	US BANK - PCARD	212-0801-521.64-05		OTC BRANDS *OTC BRANDS	304.75
	US BANK - PCARD	212-0801-521.64-05		DOLLARTREE	7.94
	US BANK - PCARD	212-0801-521.64-05		AMAZON MARK* 7O41N1KC3	119.95
	US BANK - PCARD	212-0801-521.64-05		TARGET 00021998	21.18
	US BANK - PCARD	212-0801-521.64-05		DOLLAR TREE	6.81
	US BANK - PCARD	212-0801-521.64-05		AMAZON MKTPL*IN9550QQ3	139.00
	US BANK - PCARD	212-0801-521.64-05		APPLE HOLLER	348.50
	US BANK - PCARD	212-0801-521.64-05		WAL-MART #5438	50.09
	US BANK - PCARD	214-0801-521.64-05		AMAZON MARK* L73366I63	5.25
	US BANK - PCARD	214-0801-521.64-05		WI DOJ* DCI DEATH INVE	250.00
	US BANK - PCARD	214-0801-521.64-05		HYATT REGENCY GREEN BAY	1,169.43
	US BANK - PCARD	214-0801-521.64-05		SAFERESTRAINTS.COM	8,186.36
	US BANK - PCARD	214-0801-521.64-05		FSP*GREEN LAKE CONFERENCE	1,089.00
	US BANK - PCARD	215-0801-521.64-05		DOT4DOTPRINT.COM	1,179.98
	US BANK - PCARD	215-0801-521.64-05		AMAZON RETA* S600U8243	74.47
	US BANK - PCARD	215-0801-521.64-05		THE SPIRIT OF 76TH VETERI	266.56
	US BANK - PCARD	215-0801-521.64-05		AMAZON MARK* KB2NL5Q63	19.94
	US BANK - PCARD	215-0801-521.64-05		PAYPAL *WLECHA	40.00
	US BANK - PCARD	215-0801-521.64-05		MPIX	190.14
	US BANK - PCARD	220-7521-563.57-02	C25101	CDBG BASICS ONLINE AUG	386.25
	US BANK - PCARD	220-7522-563.30-04	C25220	SP RATOLOGY	1,025.00
	US BANK - PCARD	220-7522-563.51-09	C25218	ZOOM.COM 888-799-9666	16.99
	US BANK - PCARD	222-7601-563.30-04		DOJ EPAY RECORDS CHECK	21.00
	US BANK - PCARD	222-7601-563.51-02		AMAZON RETA* 104EX9QM3	122.88
	US BANK - PCARD	222-7601-563.51-02		AMAZON RETA* TM0VQ4TN3	18.18
	US BANK - PCARD	222-7601-563.57-02		RBD	198.00
	US BANK - PCARD	235-7203-563.56-02	D23004	CURB CHI TAXI	11.50
	US BANK - PCARD	235-7203-563.56-02	D23004	PY *1629 CHICAGO TRAIN RE	15.50
	US BANK - PCARD	235-7203-563.56-02	D23004	500 N BROADWAY	15.11
	US BANK - PCARD	235-7203-563.56-02	D23004	MKE SMARTPARK	11.00
	US BANK - PCARD	235-7203-563.56-02	D23004	AMTRAK .COM 2120694624085	177.00
	US BANK - PCARD	242-9601-542.51-02	SW2504	AMAZON MARK* 6W7SW9HP3	5.98
	US BANK - PCARD	242-9601-542.51-02	SW2504	AMAZON MKTPL*PK5G035A3	13.59
	US BANK - PCARD	242-9601-542.51-09	SW2466	AMAZON MARK* PQ0GO4AU3	74.10
	US BANK - PCARD	242-9601-542.51-09	SW2466	AMAZON MARK* ND80Q14Q0	395.56
	US BANK - PCARD	242-9601-542.51-09	SW2466	AMAZON MARK* NC3RJ5AZ3	131.96
	US BANK - PCARD	242-9601-542.51-09	SW2466	4IMPRINT, INC	2,669.47
	US BANK - PCARD	242-9601-542.51-09	SW2466	WALMART.COM 8009256278	68.62
	US BANK - PCARD	242-9601-542.51-09	SW2466	WALMART.COM	576.19
	US BANK - PCARD	242-9601-542.51-09	SW2504	DOLLAR TREE	27.80
	US BANK - PCARD	242-9601-542.51-09	SW2504	AMAZON MARK* SR6GJ5IW3	25.80
	US BANK - PCARD	242-9601-542.51-09	SW2504	KAHOOT! ASA	47.88
	US BANK - PCARD	242-9601-542.51-09	SW2504	PYN*MEDIARCHITECT	96.90
	US BANK - PCARD	242-9601-542.51-09	SW2504	AMAZON MARK* IM1VE99U3	34.55
	US BANK - PCARD	242-9601-542.51-09	SW2504	AMAZON RETA* LB97K3U43	29.97
	US BANK - PCARD	242-9601-542.51-09	SW2504	SP RUMBLE TUFF	35.98
	US BANK - PCARD	242-9601-542.51-09	SW2504	PICK N SAVE #847	22.75
	US BANK - PCARD	242-9601-542.51-09	SW2504	SQ *THE BREASTFEEDING SHO	47.47
	US BANK - PCARD	242-9601-542.51-09	SW2504	AMAZON MARK* TG0489833	27.99
	US BANK - PCARD	242-9601-542.51-09	SW2504	WRS/HEALTH ED/CHILD	156.04
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON MARK* SO2NL9V83	74.36
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON MARK* 0W7I985I3	229.87
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON MKTPL*JP5XL2V93	28.49
	US BANK - PCARD	242-9601-542.51-09	SW2506	SQ *PETE'S POPS	541.84
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON MARK* NL7UX6CG0	(30.99)

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40623	US BANK - PCARD	242-9601-542.51-09	SW2506	AMF WEST LANES	1,511.90
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON MARK* VB4PS2TN3	344.07
	US BANK - PCARD	242-9601-542.51-09	SW2506	AMAZON RETA* 8I4PR5WS3	946.77
	US BANK - PCARD	242-9601-542.53-41	SW2612	HENRY SCHEIN*	731.58
	US BANK - PCARD	242-9601-542.54-03	SW2506	FACEBK *UR8M8V4H32	49.90
	US BANK - PCARD	255-8101-521.30-04	I24549	MICROSOFT#G106196281	188.69
	US BANK - PCARD	255-8101-521.30-04	I24549	AMAZON WEB SERVICES	17.30
	US BANK - PCARD	255-8101-521.30-04	I24549	GENUITY	49.99
	US BANK - PCARD	255-8101-521.30-04	I25534	STAMPS.COM	20.99
	US BANK - PCARD	255-8101-521.51-09	I25534	ODP BUS SOL LLC# 106869	2.92
	US BANK - PCARD	255-8101-521.51-09	I25534	AMAZON MKTPL*794DO0MM3	37.99
	US BANK - PCARD	255-8101-521.51-09	I25534	ODP BUS SOL LLC # 101080	38.39
	US BANK - PCARD	257-5701-517.51-09	SPCITY	SQ *FLIP'S MINI DONUTS	12.77
	US BANK - PCARD	258-3102-565.51-04		SQ *CARRIE'S CRISPIES LLC	36.18
	US BANK - PCARD	258-3102-565.51-04		DOLLAR TREE	11.12
	US BANK - PCARD	258-3102-565.51-04		SQ *AGGIE'S BAKERY & CAKE	28.20
	US BANK - PCARD	258-3102-565.51-04		DUNKIN #364092	76.58
	US BANK - PCARD	258-3102-565.52-01		BIZTIMES MEDIA LLC	144.00
	US BANK - PCARD	258-3102-565.52-01		GANNETT MEDIA CO	24.99
	US BANK - PCARD	258-3102-565.56-02		FSP*BLACKLINE LIMOUSINES	1,435.00
	US BANK - PCARD	258-3102-565.57-02		WEDA	25.00
	US BANK - PCARD	266-8350-522.30-04		SPROUT SOCIAL, INC	149.00
	US BANK - PCARD	314-6606-563.31-02	T14010	SQ *WEST ALLIS CHEESE & S	150.18
	US BANK - PCARD	350-6008-531.31-01	P2523S	WM.COM	915.49
	US BANK - PCARD	350-6008-531.31-01	P2524S	WM.COM	915.48
	US BANK - PCARD	350-6008-531.31-01	P2535S	QUICK SIGNS	244.00
	US BANK - PCARD	501-2602-537.53-02		IDEXX DISTRIBUTION INC	2,562.20
	US BANK - PCARD	501-2901-537.51-02		AMAZON MKTPL*TA4EO22D3	76.44
	US BANK - PCARD	501-2901-537.51-02		AMAZON MKTPL*I02WT1D33	9.49
	US BANK - PCARD	501-2901-537.51-02		AMAZON MARK* 9E7NZ1GQ3	35.95
	US BANK - PCARD	501-2901-537.51-06		AMAZON MKTPL*RP4X64DK3	43.73
	US BANK - PCARD	501-2901-537.53-01		ELLIOTT ACE HDWE	112.47
	US BANK - PCARD	501-2901-537.53-02		ELLIOTT ACE HDWE	51.76
	US BANK - PCARD	501-2901-537.57-02		MORAIN PARK TECHNICAL	176.66
	US BANK - PCARD	510-3801-536.53-02	FLOODS	HARBOR FREIGHT TOOLS 280	106.83
	US BANK - PCARD	510-3801-536.53-02	FLOODS	SAMSLUB #8164	96.44
	US BANK - PCARD	550-4233-535.30-04	FLOODS	ANDERSON LANDSCAPE MAINT	1,033.86
	US BANK - PCARD	550-4233-535.51-09	FLOODS	NTE 5443	175.97
	US BANK - PCARD	550-4233-535.51-09	FLOODS	SAMS CLUB #8164	199.80
	US BANK - PCARD	550-4233-535.53-53		APPLE.COM/BILL	0.99
	US BANK - PCARD	997-0000-465.01-00		FSP*MKE NETPARK	(55.20)
	US BANK - PCARD	997-9701-541.32-04		AVAILITY	35.00
	US BANK - PCARD	997-9701-541.51-01		USPS.COM CLICKNSHIP	14.12
	US BANK - PCARD	997-9701-541.51-02		AMAZON MARK* 3E11M8403	27.26
	US BANK - PCARD	997-9701-541.51-02		SP NOTARYSTAMP.COM	33.35
	US BANK - PCARD	997-9701-541.51-02		AMAZON RETA* VU35I08E3	10.93
	US BANK - PCARD	997-9701-541.51-02		AMAZON RETA* WH76E6R43	17.74
	US BANK - PCARD	997-9701-541.51-02		AMAZON MARK* SO2NL9V83	31.99
	US BANK - PCARD	997-9701-541.51-06		AMAZON MARK* XS0DA0SW3	191.71
	US BANK - PCARD	997-9701-541.51-06		AMAZON MARK* DQ10A1M13	22.66
	US BANK - PCARD	997-9701-541.51-06		AMAZON MARK* ND80Q14Q0	95.10
	US BANK - PCARD	997-9701-541.51-11		AMAZON RETA* WX12H4HS3	32.99
	US BANK - PCARD	997-9701-541.54-03		SPROUT SOCIAL, INC	149.00
	US BANK - PCARD	997-9701-541.57-01		NATIONAL ASSOCIATION OF L	350.00
	US BANK - PCARD	997-9703-541.32-04		FSP*AKRIT REFRIGERATION &	239.05
	US BANK - PCARD	997-9703-541.51-09		AMAZON MARK* S06C69AB3	16.97
	US BANK - PCARD	997-9703-541.51-09		USPS PO 5687650214	14.40
	US BANK - PCARD	997-9703-541.53-41		AMAZON MARK* JC9LY02U3	12.59
	US BANK - PCARD	997-9703-541.53-41		AMAZON MARK* 8870Y9W23	8.98
	US BANK - PCARD	997-9703-541.53-41		HENRY SCHEIN*	731.58
	US BANK - PCARD	997-9703-541.56-02		CHULA VISTA RESORT	196.00
	US BANK - PCARD	997-9704-541.53-40		AMAZON MARK* ND80Q14Q0	8.99
	US BANK - PCARD	997-9704-541.53-40		THERMOWORKS, INC.	259.40
	US BANK - PCARD	997-9704-541.57-01		NATIONAL ENVIRONMENTAL HE	105.00

40623 - Summary

97,058.38

Monthly Listing of Claims Paid
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Check#	Vendor	GL Account	Proj No	Description	Amount
199730	AMERICAN RX GROUP, LLC	241-8690-542.54-03	H99102	Advertising Campaign	2,106.75
199730 - Summary					2,106.75
199731	BARCO PRODUCTS, LLC	353-6013-552.31-02		Park benches R2025-2762	20,625.28
199731 - Summary					20,625.28
199732	WIL-SURGE ELECTRIC INC	501-2901-537.75-01	BF0041	Generator installation	128,250.00
199732 - Summary					128,250.00
199733	CITY OF WEST ALLIS	100-0000-229.01-00		Overapid Tax 5230009000	0.68
199733 - Summary					0.68
199734	KATIE TROPPMANN	100-0000-229.01-00		Overpaid Tax 4879950002	240.58
199734 - Summary					240.58
199735	MILWAUKEE COUNTY TREASURER	100-0000-229.01-00		Overpaid Tax 4900057000	4,753.25
199735 - Summary					4,753.25
199736	SALINA DE LEON	100-0000-229.01-00		Overpaid Tax 4440052000	20.57
199736 - Summary					20.57
09/10/2025 - Summary					2,162,062.98

Payment Date: 09/17/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40569	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-9-25	0.00
40569 - Summary					0.00
40570	CITY OF WEST ALLIS-FSS DEPOSITS	223-7602-563.43-09		FSSRENT-9-25	100.00
40570 - Summary					100.00
40571	FRISKE, JONATHON	223-7602-563.43-03		HAPRENT-9-25	1,108.00
40571 - Summary					1,108.00
40572	GONZALEZ,DIMITRI	223-7602-563.43-03		HAPRENT-9-25	715.00
40572 - Summary					715.00
40573	HOCHSCHILD, LAWRENCE	223-7602-563.43-03		HAPRENT-9-25	262.00
40573 - Summary					262.00
40574	HOUSING AUTHORITY OF CITY OF	222-7601-563.30-04		AFRENT-9-25	104.18
	HOUSING AUTHORITY OF CITY OF	223-7602-563.43-05		HAPRENT-9-25	1,326.00
40574 - Summary					1,430.18
40575	JOHNSON, SCOT	223-7602-563.43-03		HAPRENT-9-25	182.00
40575 - Summary					182.00
40576	KNITTING FACTORY ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-9-25	928.00
40576 - Summary					928.00
40577	LINCOLN CREST APARTMENTS	223-7602-563.43-03		HAPRENT-9-25	916.00
40577 - Summary					916.00
40578	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-9-25	1,011.00
40578 - Summary					1,011.00
40579	REAL PROPERTY MGMT DAIRYLAND	223-7602-563.43-03		HAPRENT-9-25	756.00
40579 - Summary					756.00
40580	SC RESIDENCE, LLC	226-7605-563.43-08		HAPRENT-9-25	618.00
40580 - Summary					618.00
40581	STEFANOVICH, SUSAN	223-7602-563.43-03		HAPRENT-9-25	100.00
40581 - Summary					100.00
40582	WALNUT GLEN APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-9-25	251.00
40582 - Summary					251.00
40583	WE ENERGIES	223-7602-563.43-04		URRENT-9-25	121.00
40583 - Summary					121.00
40584	ZOCCOLI, MARCO	223-7602-563.43-03		HAPRENT-9-25	512.00
40584 - Summary					512.00
09/17/2025 - Summary					9,010.18

Payment Date: 09/19/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40585	AB DATA	501-2901-537.51-01		WATER UTILITY STATEMENTS	2,250.00
	AB DATA	510-3803-536.51-01		WATER UTILTIY STATEMENTS	2,250.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
40585	AB DATA	540-1807-538.51-01		WATER UTILITY STATEMENTS	2,250.00
	AB DATA	550-4233-535.51-01		WATER UTILITY STATEMENTS	2,250.00
40585 - Summary					9,000.00
40586	ALBRECHT, SCOTT	255-8101-521.30-04	I25534	Meeting reg fee	395.00
	ALBRECHT, SCOTT	255-8101-521.56-03	I25534	Airfare to St. Louis	575.37
40586 - Summary					970.37
40587	APPTEGY, INC	100-8201-517.30-04		Alerts Subscription	6,300.00
	APPTEGY, INC	201-5101-517.30-04		Media Subscription	13,642.65
40587 - Summary					19,942.65
40588	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		RUBBER STEP STRAPS	176.76
40588 - Summary					176.76
40589	BAILEY, KENT	255-8101-521.56-03	I25535	DC travel	1,806.05
40589 - Summary					1,806.05
40590	CESARZ, GINA	997-9703-541.56-02		CHW Conference Reim.	246.42
40590 - Summary					246.42
40591	CIVICPLUS	100-3501-555.32-04		SITE HOSTING/SUPPORT FEE	1,780.41
40591 - Summary					1,780.41
40592	DEVINE, DAN	100-0201-513.56-02		Devine League	300.00
40592 - Summary					300.00
40593	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	21,126.05
40593 - Summary					21,126.05
40594	ELECTION SYSTEMS & SOFTWARE INC	100-1502-514.32-01		Firmware/Express Warranty	2,035.00
40594 - Summary					2,035.00
40595	FUEL SYSTEMS INC	100-2201-522.44-03		FILTERS #4212	180.26
40595 - Summary					180.26
40596	GRAINGER	100-4401-533.53-02		Pressure washer hose&gun	184.51
	GRAINGER	100-4401-533.53-02		HOLE SAW	11.07
	GRAINGER	100-4401-533.53-02		Blade / drill bits	74.48
	GRAINGER	100-4401-533.53-02		Wasp killer	178.80
40596 - Summary					448.86
40597	HOFFMAN, JAMES	255-8101-521.56-03	I25538	Mileage	374.60
40597 - Summary					374.60
40598	LXL THE APIARY, LLC	236-7205-563.31-80	D22404	EPA RLF - Wire	368,031.32
40598 - Summary					368,031.32
40599	MARTIN, WILHELM	100-4501-533.58-01		martin cdl renewal	74.00
40599 - Summary					74.00
40600	MARTINEZ VERGARA, ROBERTO	100-1301-517.60-02		Safty Shoes Martinez23096	150.00
40600 - Summary					150.00
40601	N & S TOWING INC	100-2101-521.30-04		towed mustang	225.00
	N & S TOWING INC	100-2101-521.30-04		towed subaru	195.00
	N & S TOWING INC	100-2101-521.30-04		towed infiniti	185.00
	N & S TOWING INC	100-2101-521.30-04		towed VW Passat	225.00
	N & S TOWING INC	100-2101-521.30-04		towed & returned car	225.00
40601 - Summary					1,055.00
40602	NIEKAMP, SARAH	242-9601-542.56-01	SW2504	BreastFeeding Training	23.66
40602 - Summary					23.66
40603	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I25534	Mats	90.04
40603 - Summary					90.04
40604	PETRICK, RUBEN	100-4218-531.58-01		petrick cdl renewal	74.00
40604 - Summary					74.00
40605	QUAD/GRAPHICS, INC	602-9101-517.21-65		QuadMed August	50,194.00
40605 - Summary					50,194.00
40606	QUARLES AND BRADY LLP	502-2901-537.80-06	DNR006	Bond Counsel-SDWLP Note	8,000.00
40606 - Summary					8,000.00
40607	ROACH, REGINALD	100-4201-535.58-01		roach cdl renewal	74.00
40607 - Summary					74.00
40608	SAFEWAY PEST CONTROL CO	100-4101-533.41-08	FLOODS	PW-flood rat stations	180.00
40608 - Summary					180.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
40609	SANFILIPPO, JAMES	255-8101-521.56-03	I25534	Andover, MN	763.18
40609 - Summary					763.18
40610	SAVAGE SOLUTIONS, LLC	201-5101-517.30-04		Tourism Campaign	19,580.00
	SAVAGE SOLUTIONS, LLC	201-5101-517.54-03		Tourism Campaign	20,862.50
40610 - Summary					40,442.50
40611	SHERWIN INDUSTRIES INC	100-4401-533.53-02		Hose	567.00
40611 - Summary					567.00
40612	SHOGREN, RYAN	255-8101-521.56-03	I25534	DC travel	1,486.64
	SHOGREN, RYAN	255-8101-521.56-03	I25534	Blaine, MN	415.51
40612 - Summary					1,902.15
40613	SINGH, SUZANNE	100-2301-523.51-02		ENGAGE & Comm Conv.	107.92
40613 - Summary					107.92
40614	STATE CONTRACTORS, INC.	220-7522-563.31-01	C24402	Pedestrian Improvements	7,171.70
	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2521S	Orchard: 60-63 Streets	92,444.50
	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2522S	Mineral: 60-64 Streets	70,870.00
	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2525S	53: Rogers-Burnham Street	10,327.35
	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2526S	Rogers: 53-Deadend Street	1,513.35
	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2529S	Traffic Calming-Becher	14,475.14
	STATE CONTRACTORS, INC.	501-2901-537.75-01	P2521H	Orchard: 60-63 Water	116,572.13
	STATE CONTRACTORS, INC.	501-2901-537.75-01	P2522H	Mineral: 60-64 Water	90,131.25
	STATE CONTRACTORS, INC.	501-2901-537.75-01	P2525H	53: Rogers-Burnham Water	9,614.00
	STATE CONTRACTORS, INC.	501-2901-537.75-01	P2526H	Rogers: 53-Deadend Water	21,686.12
	STATE CONTRACTORS, INC.	510-3803-536.75-01	P2521N	Orchard: 60-63 Sanitary	(116,572.13)
	STATE CONTRACTORS, INC.	510-3803-536.75-01	P2522N	Mineral: 60-64 Sanitary	150,456.24
	STATE CONTRACTORS, INC.	510-3803-536.75-01	P2525N	53: Rogers-Burnham Sanita	498.75
	STATE CONTRACTORS, INC.	510-3803-536.75-01	P2526N	Rogers: 53-Deadend Sanita	6,194.00
	STATE CONTRACTORS, INC.	540-1807-538.75-01	P2522R	Mineral: 60-64 Storm	15,033.75
	STATE CONTRACTORS, INC.	540-1807-538.75-01	P2525R	53: Rogers-Burnham Storm	23,761.87
	STATE CONTRACTORS, INC.	540-1807-538.75-01	P2526R	Rogers: 53-Deadend Storm	17,907.50
40614 - Summary					532,085.52
40615	SUPERION, LLC	100-1401-515.32-01		Naviline Inv-5 Oct 2025	13,594.35
40615 - Summary					13,594.35
40616	ULIE, HIBA	242-9601-542.56-01	SW2504	BF Mileage	23.80
40616 - Summary					23.80
40617	VJS CONSTRUCTION SERVICES	354-0000-206.00-00	NEWDPW	Progress Payment 15-Retai	(45,544.80)
	VJS CONSTRUCTION SERVICES	354-6052-533.31-01	NEWDPW	Progress Payment 15	910,896.20
40617 - Summary					865,351.40
40618	WASTE MANAGEMENT	540-1801-538.41-09		August Sweepings	392.69
	WASTE MANAGEMENT	550-4233-535.41-09		August Refuse	114,555.53
	WASTE MANAGEMENT	550-4233-535.41-09	FLOODS	Aug Flood Debris	28,523.31
	WASTE MANAGEMENT	550-4233-535.41-09	FLOODS	August Flood Debris	34,798.78
40618 - Summary					178,270.31
40619	WE ENERGIES	100-2110-521.41-04		AUG ELEC	8,329.80
	WE ENERGIES	100-2110-521.41-04		1545 S 69 Elec	546.28
	WE ENERGIES	100-2110-521.41-04		TRNG HOUSE AUG ELEC	17.76
	WE ENERGIES	100-2110-521.41-05		AUG UTILITY GAS	1,541.05
	WE ENERGIES	100-2110-521.41-05		1545 S 69 Gas	9.57
	WE ENERGIES	100-2201-522.41-04		ELECTRIC BILL/ST 62	2,740.35
	WE ENERGIES	100-2201-522.41-04		7300 W National Ave	100.15
	WE ENERGIES	100-2201-522.41-04		7332 W National	2,709.48
	WE ENERGIES	100-2201-522.41-05		GAS BILL/STATION 62	128.03
	WE ENERGIES	100-2201-522.41-05		7332 W National Ave Gas	45.59
	WE ENERGIES	100-3401-544.41-04		7001 W National Ave. Elec	1,236.42
	WE ENERGIES	100-3401-544.41-05		7001 W National Ave.	50.84
	WE ENERGIES	100-3507-555.41-04		7421 W National Ave Elec	6,098.84
	WE ENERGIES	100-3507-555.41-05		7421 W National Ave Gas	67.06
	WE ENERGIES	100-4101-533.41-04		Burnham St Elec	29.18
	WE ENERGIES	100-4101-533.41-04		7525 W Greenfield Ave Ele	6,926.12
	WE ENERGIES	100-4101-533.41-04		8435 W National Ave	40.51
	WE ENERGIES	100-4101-533.41-04		1718 S 84 St Elec	120.41
	WE ENERGIES	100-4101-533.41-04		1530 S 62 St Elec	780.09
	WE ENERGIES	100-4101-533.41-04		1000 S 72 St Elec	28.50
	WE ENERGIES	100-4101-533.41-04		1647 S 76 ST Elec	20.93

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Check#	Vendor	GL Account	Proj No	Description	Amount
40619	WE ENERGIES	100-4101-533.41-04		6300 W McGeoch Ave	64.65
	WE ENERGIES	100-4101-533.41-05		6300 W McGeoch Ave Gas	251.23
	WE ENERGIES	100-4101-533.41-05		8435 W National Ave	9.57
	WE ENERGIES	100-4101-533.41-05		1000 S 72 St Gas	9.57
	WE ENERGIES	100-4118-531.41-04		9621 W Lapham St Elec	298.17
	WE ENERGIES	100-4118-531.41-04		1426 S 74 St Elec	18.51
	WE ENERGIES	100-4118-531.41-04		Group Bill	12,824.21
	WE ENERGIES	100-4118-531.41-04		5822 W Lapham St Elec	129.68
	WE ENERGIES	100-4118-531.41-04		2300 S 55 St Elec	13.72
	WE ENERGIES	100-4118-531.41-04		1113 S 92 St Elec	324.65
	WE ENERGIES	100-4118-531.41-04		1113 S 92 St. Elec	331.72
	WE ENERGIES	100-4118-531.41-04		57th and Mineral Elec	141.70
	WE ENERGIES	100-4118-531.41-04		1490 S 85 ST. Elec	84.74
	WE ENERGIES	100-4118-531.41-04		1422 S 73 St Elec	49.83
	WE ENERGIES	100-4118-531.41-04		3211 S 106 St Elec	56.07
	WE ENERGIES	100-4118-531.41-04		6133 W Mitchell St Elec	89.72
	WE ENERGIES	100-4118-531.41-04		720 S 92 St. Elec	92.70
	WE ENERGIES	100-4118-531.41-04		2307 S 92 St Elec	202.53
	WE ENERGIES	100-4118-531.41-04		Group bill	274.16
	WE ENERGIES	100-4118-531.41-04		1425 S 71 St Elec	22.81
	WE ENERGIES	100-4118-531.41-04		2700 S 84 St Elec	64.29
	WE ENERGIES	100-4118-531.41-04		702 S 104 St Elec	367.32
	WE ENERGIES	100-4118-531.41-04		76th and National Ave.	125.82
	WE ENERGIES	100-4118-531.41-04		6991 W Orchard St Elec	32.28
	WE ENERGIES	100-4118-531.41-04		Group Electrical Bill	16,604.19
	WE ENERGIES	100-4118-531.41-04		11601 W Lincoln Ave.	244.32
	WE ENERGIES	100-4118-531.41-04		2700 S 84 St. Elec	63.94
	WE ENERGIES	100-4201-535.41-04		3601 S 116 St. Elec	68.92
	WE ENERGIES	100-4201-535.41-04		11401 W Lincoln Ave Elec	47.43
	WE ENERGIES	100-8201-517.41-04		1559 S 65 St	247.42
	WE ENERGIES	220-7522-563.70-05	C23409	Billing date 8/29/25	20.05
	WE ENERGIES	501-2601-537.41-04		Group Bill	8,593.61
	WE ENERGIES	501-2601-537.41-04		5536 W National Ave Elec	34.01
	WE ENERGIES	501-2601-537.41-04		1725 S 96 Elec	34.18
	WE ENERGIES	501-2601-537.41-05		1725 S 96 Gas	9.57
	WE ENERGIES	510-3801-536.41-04		7012 W Burnham St. Elec	21.78
	WE ENERGIES	540-1801-538.41-04		2179 S 111 St Elec	532.91
	WE ENERGIES	540-1801-538.41-05		2179 S 111 St Gas	16.91
	WE ENERGIES	540-1801-538.41-05		1981 S 84 St Gas	9.57
	WE ENERGIES	997-9701-541.41-04		7120 W National Ave.	1,548.82
	WE ENERGIES	997-9701-541.41-05		7120 W National Gas	40.87
40619 - Summary					75,585.11
40620	WEBSTER, MICHAEL	255-8101-521.56-03	I25548	WNOA	485.30
40620 - Summary					485.30
40621	ZOHN, MERRY	997-9704-541.56-01		July-August Mileage	119.49
40621 - Summary					119.49
40625	KNIGHT BARRY TITLE - WIRE	307-6306-563.31-02	T07010	Motor Castings - Wire	50,000.00
40625 - Summary					50,000.00
199737	ADAGIO SOUND HEALING STUDIO	100-3506-555.30-04		LIBRARY PROGRAM 10/15/25	100.00
199737 - Summary					100.00
199738	AECOM TECHNICAL SERVICES INC	540-1807-538.30-02		Storm Water Review	2,823.33
199738 - Summary					2,823.33
199739	AIRGAS USA LLC	100-2110-521.51-08		RENTED GAS/MECH BAY	37.20
	AIRGAS USA LLC	100-2201-522.53-41		CYLINDER RENTAL	167.40
	AIRGAS USA LLC	100-4101-533.53-02		Cylinder rental	18.15
	AIRGAS USA LLC	100-4401-533.53-02		Rain pants	36.69
	AIRGAS USA LLC	100-4501-533.44-08		Cylinder rental	335.70
	AIRGAS USA LLC	501-2901-537.53-02		Cylinder rental	18.15
199739 - Summary					613.29
199740	ALSTAR COMPANY	100-2201-522.44-03		BATTERIES #4419	453.43
199740 - Summary					453.43
199741	ARNOLD'S ENVIRONMENTAL SERVICES INC	550-4233-535.30-04		Morgan(R)potty to 9/29/25	150.00
199741 - Summary					150.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
199742	ARO LOCK	100-4101-533.44-08		PW-Keri board replacement	3,000.00
199742 - Summary					3,000.00
199743	ASCEN TEK CORP	100-4401-533.53-02		Grease	498.61
199743 - Summary					498.61
199744	ASCENTIS CORPORATION	100-1401-515.32-01		Subscriptn Fee 9/1-11/30	4,995.60
199744 - Summary					4,995.60
199745	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 1387	1,680.00
199745 - Summary					1,680.00
199746	AT & T MOBILITY	255-8101-521.30-04	I24549	Phone	296.52
199746 - Summary					296.52
199747	AT&T	100-2101-521.32-01		August 911 services	621.60
	AT&T	255-8101-521.30-04	I24549	Phone	1,833.60
199747 - Summary					2,455.20
199748	AUDACY OPERATIONS, INC.	241-8690-542.54-03	H99102	Opioid Campaign	7,295.00
199748 - Summary					7,295.00
199749	AURORA HEALTH CARE	100-1301-517.30-04		EAP 3rd quarter fee	3,134.04
199749 - Summary					3,134.04
199750	AURORA MEDICAL GROUP	100-2101-521.30-04		blood draws	325.00
199750 - Summary					325.00
199751	BADGER MATERIALS RECYCLING, LLC	550-4233-535.41-09		august tires	885.30
199751 - Summary					885.30
199752	BADGER METER INC	501-2709-537.71-05		TAMPER RESIST SCDR, BIT	119.48
	BADGER METER INC	501-2901-537.51-01		FREIGHT	11.76
199752 - Summary					131.24
199753	BELL, TYLER	100-1301-517.60-02		safety shoe Bell 25030	150.00
199753 - Summary					150.00
199754	BILL'S POWER CENTER INC	100-4501-533.53-02		Governor arm	23.22
199754 - Summary					23.22
199755	BLUE RIBBON ORGANICS	540-1801-538.41-09		yard waste	26,469.80
	BLUE RIBBON ORGANICS	550-4233-535.41-09		xmas trees, brush/logs	30,251.20
199755 - Summary					56,721.00
199756	BOND TRUST SERVICES CORPORATION	306-6306-563.80-04		Paying Agent Fee	38.19
	BOND TRUST SERVICES CORPORATION	310-6606-563.80-04		Paying Agent Fee	35.15
	BOND TRUST SERVICES CORPORATION	311-6606-563.80-04		Paying Agent Fee	249.26
	BOND TRUST SERVICES CORPORATION	314-6606-563.80-04		Paying Agent Fee	115.59
	BOND TRUST SERVICES CORPORATION	401-4801-571.80-04		Paying Agent Fee	738.65
	BOND TRUST SERVICES CORPORATION	501-2901-537.80-04		Paying Agent Fee	151.13
	BOND TRUST SERVICES CORPORATION	510-3803-536.80-04		Paying Agent Fee	272.03
199756 - Summary					1,600.00
199757	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	1,102.41
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	313.85
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	118.98
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES	312.34
199757 - Summary					1,847.58
199758	BRAKE AND EQUIPMENT	100-2201-522.44-03		FITTINGS #4213	51.56
	BRAKE AND EQUIPMENT	100-2201-522.44-03		STEER BRAKES #4212	511.38
199758 - Summary					562.94
199759	BREW CITY MARKETING	255-8101-521.30-04	I24549	Web hosting	60.00
199759 - Summary					60.00
199760	BROOKS TRACTOR INC	100-4501-533.53-02		Bucket teeth	75.22
	BROOKS TRACTOR INC	100-4501-533.53-02		Pin & lock	12.72
199760 - Summary					87.94
199761	BUSTOS MEDIA OF WI, LLC	241-8690-542.54-03	H99102	Opioid Campaign	2,000.00
199761 - Summary					2,000.00
199762	BUTTERS-FETTING CO INC	100-4101-533.44-08		Senior Ctr-HVAC per quote	2,875.00
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Library-HVAC#6121	2,323.06
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Water-HVAC-no AC#5523	455.66
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Library-hvac#5093	3,626.69
	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-HVAC repair#6198	455.82

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Check#	Vendor	GL Account	Proj No	Description	Amount
199762	Summary				9,736.23
199763	C W PURPERO INC	354-6052-533.30-06	NEWDPW	Soil remediation-main	259,590.22
199763	Summary				259,590.22
199764	CDW-G	100-1401-515.51-02		Monitor	227.84
	CDW-G	100-4501-533.53-02		Laptop for fleet	2,306.85
	CDW-G	255-8101-521.51-09	I24549	Monitor arms	499.53
	CDW-G	255-8101-521.51-09	I24549	Hard drives	2,161.80
199764	Summary				5,196.02
199765	CHARTER COMMUNICATIONS	100-1101-517.41-06		spectrum fiber august	1,367.48
199765	Summary				1,367.48
199766	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum voice august	915.84
199766	Summary				915.84
199767	CINTAS FIRE PROTECTION	100-4101-533.32-04		DPW-qrtly/semiannl-sprklr	301.29
	CINTAS FIRE PROTECTION	100-4101-533.44-08		Fire#2-mv smoke detects	629.64
199767	Summary				930.93
199768	CITY WATER, LLC	501-2901-537.30-04		Water Operator Assistance	10,368.00
199768	Summary				10,368.00
199769	CIVICSMART PARKING TECHNOLOGIES INC	100-2101-521.32-01		Sept elec park tix supp	375.00
199769	Summary				375.00
199770	COLEMAN TOOL & MANUFACTURING CORP	100-4401-533.53-02		Pins & panel	4,401.70
199770	Summary				4,401.70
199771	CONWAY SHIELD	100-2201-522.60-01		RECRUITS/HELMETS	1,724.70
199771	Summary				1,724.70
199772	CORE AND MAIN	501-2901-537.53-02		COLLISION REPAIR KIT	833.72
	CORE AND MAIN	501-2901-537.53-02		TOP AND BOTTOM SECTIONS	1,030.00
	CORE AND MAIN	501-2901-537.53-02		12 BELL JOINT LEAK CLAMP	377.50
	CORE AND MAIN	501-2901-537.53-02		Repair clamps	504.51
	CORE AND MAIN	501-2901-537.53-02		16 HYMAX	6,080.00
199772	Summary				8,825.73
199773	Debbie Dausel	207-0601-544.64-05	SC0008	Fiber Arts Supplies	34.42
199773	Summary				34.42
199774	DIVERSIFIED BENEFIT SERVICES, INC	100-5219-517.21-15		HRA Sept	100.00
199774	Summary				100.00
199775	DON'S AUTO BODY	100-2110-521.44-03		sqd 42 repairs	1,429.03
	DON'S AUTO BODY	214-0801-521.64-05		siu car windshield	400.00
199775	Summary				1,829.03
199776	DURANSO ROOFING INC	100-4101-533.44-08	FLOODS	Fire#2-roof-AW#5277floods	9,562.00
199776	Summary				9,562.00
199777	DWD-UI	100-1301-517.29-02		Unemployment August	1,545.82
199777	Summary				1,545.82
199778	E-Z WINDOW CLEANING	100-3501-555.70-01		CLEANING AND SERVICE CHG	1,078.00
199778	Summary				1,078.00
199779	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		stock parts for squads	277.54
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad #18 parts	231.46
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad #68 parts	49.74
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad #20 parts	251.76
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		Jeep #35 parts	125.91
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad stock parts	71.90
199779	Summary				1,008.31
199780	EAGLE DISPOSAL, INC	550-4233-535.53-53	FLOODS	20y roll off 8/30 service	1,250.00
199780	Summary				1,250.00
199781	EAGLE FLIGHT BUSINESS FORMS	100-1401-515.51-02		10,000 Blank Checks	647.15
199781	Summary				647.15
199782	ELLIOTT'S ACE HARDWARE	100-2110-521.44-03		repair tools	62.07
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-05		REPAIR/MAINTENANCE/BLDG	151.27
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-05		SAVINGS CREDIT	(5.00)
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		SAVINGS CREDIT	(5.00)
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		FF OPERATIONAL SUPPLIES	187.99
199782	Summary				391.33

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Check#	Vendor	GL Account	Proj No	Description	Amount
199783	EWALD CHRYSLER JEEP DODGE LLC	100-4501-533.53-02		RETURN CREDIT	(12.67)
	EWALD CHRYSLER JEEP DODGE LLC	100-4501-533.53-02		WATER PUMP, COOLANT	531.55
	EWALD CHRYSLER JEEP DODGE LLC	100-4501-533.53-02		EGR tube	63.66
199783 - Summary					582.54
199784	EXCEL GLASS LLC	100-4101-533.44-08		Library-8 foggy windows	5,040.00
199784 - Summary					5,040.00
199785	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire#2-elev insp-Aug 2025	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire#1-Aug ele inspection	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire Admn-Aug ele inspect	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		SC-elev insp-Aug 2025	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		CH-Aug elev inspection	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Library-Aug 2025 ele insp	79.80
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		PD-elev(2)insp-8/2025	158.55
199785 - Summary					637.35
199786	FABICK	100-4401-533.53-02		Oil sample kits	1,981.00
	FABICK	100-4501-533.53-02		Hyd. Hose Assemblies	341.09
199786 - Summary					2,322.09
199787	FASTENAL COMPANY	100-4401-533.53-02		Flat washers	36.00
	FASTENAL COMPANY	100-4401-533.53-02		CABLE TIES	35.52
	FASTENAL COMPANY	100-4401-533.53-02		BUTT CONNECTORS	94.90
	FASTENAL COMPANY	100-4401-533.53-02		WELDING WIRE	249.00
	FASTENAL COMPANY	100-4401-533.53-02		Drill bits	253.71
	FASTENAL COMPANY	501-2901-537.53-02		COPPER COIL TUBING	732.91
199787 - Summary					1,402.04
199788	FEDEX	255-8101-521.30-04	I25534	Shipping	40.44
199788 - Summary					40.44
199789	FERGUSON WATERWORKS #1476	501-2901-537.53-02		Curb box extensions	197.25
199789 - Summary					197.25
199790	FISCHER TRUCK SERVICE, INC	550-4233-535.30-04	FLOODS	dumpsters -week of 8/18	46,701.87
199790 - Summary					46,701.87
199791	FOLEY & LARDNER LLP	307-6306-563.30-02	T07010	Aug -144659-0101	9,022.50
	FOLEY & LARDNER LLP	307-6306-563.30-02	T07010	Sept. - 144659-0101	5,850.00
199791 - Summary					14,872.50
199792	FORWARD CONTRACTORS OF WI, INC	350-6008-531.31-01	P2520W	2025 Sidewalk Repairs	46,569.00
199792 - Summary					46,569.00
199793	FRIENDS OF WEST ALLIS PUBLIC LIBRAR	100-0000-469.01-00		FRIENDS SALES JUL/AUG 25	423.28
199793 - Summary					423.28
199794	GEAR WASH LLC	100-2201-522.60-01		SCHNEIDER/GEAR REPAIR	94.00
199794 - Summary					94.00
199795	GENERAL COMMUNICATIONS	100-2110-521.44-03		REM EQUIP FLOOD DAM SQD	600.00
199795 - Summary					600.00
199796	GREENFIELD POLICE DEPARTMENT	100-0000-229.11-10		GREENFIELD PD	124.00
	GREENFIELD POLICE DEPARTMENT	100-0000-229.11-10		Greenfield PD Bail	124.00
199796 - Summary					248.00
199797	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		lib ht horz/vert 12in1	69.79
	HEIN ELECTRIC SUPPLY COMPANY	354-6051-517.31-01	IT2501	raceway ivory, anchor kit	72.59
	HEIN ELECTRIC SUPPLY COMPANY	354-6051-517.31-02	M2520M	breaker 30a g2 conversion	49.82
	HEIN ELECTRIC SUPPLY COMPANY	501-2901-537.53-02		84THPUMP HOUSE MINI SPLIT	93.40
199797 - Summary					285.60
199798	HYDRAULIC COMPONENT SERVICES	100-4401-533.53-02		RECOND. SWEEP BLADE CYL	1,122.63
199798 - Summary					1,122.63
199799	IMPACT ACQUISITIONS LLC	997-9701-541.32-04		GF Printer	99.00
199799 - Summary					99.00
199800	IRON MOUNTAIN	255-8101-521.30-04	I25534	Shredding	176.95
199800 - Summary					176.95
199801	Joe DeBelak Plumbing & Heating Co I	100-0000-229.04-00		Deposit refund	1,396.85
199801 - Summary					1,396.85
199802	JEFFERSON FIRE & SAFETY INC	100-2201-522.60-01		BOOTS/BOBROWITZ	422.44
199802 - Summary					422.44

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Check#	Vendor	GL Account	Proj No	Description	Amount
199803	JOHNS DISPOSAL SERVICE	550-4233-535.41-09		august recycling	21,125.40
199803 - Summary					21,125.40
199804	JX PETERBILT -WAUKESHA	100-4401-533.53-02		cat oil filters	56.38
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		BREATHER	383.97
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		filters	197.40
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		CORE RETURN	(211.96)
199804 - Summary					425.79
199805	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Master switches	98.00
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Tie mount	5.10
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Flashers	34.40
199805 - Summary					137.50
199806	KALLCENTS	255-8101-521.30-04	I25538	Q-card	15.41
199806 - Summary					15.41
199807	KL ENGINEERING	354-6051-517.31-02	M2520M	Lighting Const Oversight	12,515.80
	KL ENGINEERING	354-6051-517.31-02	M2520M	Lighting Design	9,155.50
199807 - Summary					21,671.30
199808	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		FUEL AND AIR FILTER	45.82
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Filters	865.45
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		AIR FILTER	23.22
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Filter	63.06
	KRIETE TRUCK CENTER - MILWAUKEE	100-4401-533.53-02		Air filter	51.74
199808 - Summary					1,049.29
199809	LAKESIDE INTERNATIONAL TRUCKS INC	100-4401-533.53-02		Breather assembly	882.24
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		RETURN CREDIT	(957.86)
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Cover assembly	275.72
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Shock absorbers	568.16
199809 - Summary					768.26
199810	LALONDE CONTRACTORS INC	354-6052-533.31-01	NEWDPW	DPW Traffic Signals	55,864.47
199810 - Summary					55,864.47
199811	LAND TITLE SERVICES INC	100-2401-524.30-04		Title Report-2118 S 92 St	110.00
199811 - Summary					110.00
199812	LEGACY RECYCLING	550-4233-535.41-09		august ecycle	7,850.00
199812 - Summary					7,850.00
199813	LEXISNEXIS RISK SOLUTIONS	255-8101-521.30-04	I24549	Accurant 06/25-05/26	45,604.48
199813 - Summary					45,604.48
199814	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	807.60
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	802.04
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	702.66
199814 - Summary					2,312.30
199815	MACQUEEN EQUIPMENT	100-2201-522.53-27		OPERATONAL SUPPLIES	71.48
199815 - Summary					71.48
199816	MADISON FREELANCE REPORTERS LLC	100-0302-516.30-05	WA2101	7/16/25 CWA Depo 24cv1487	531.90
	MADISON FREELANCE REPORTERS LLC	100-0302-516.30-05	WA2101	7/7/25 CWA Depos 24cv1487	311.00
199816 - Summary					842.90
199817	MCCRIGHT & ASSOCIATES, LLC	222-7601-563.30-02		Inspections	2,094.42
199817 - Summary					2,094.42
199818	MCKESSON MEDICAL-SURGICAL	997-9703-541.53-41		Medical Supplies	1,956.38
199818 - Summary					1,956.38
199819	MENARDS- WEST MILWAUKEE	100-2201-522.51-02		GLUE STICKS	2.92
	MENARDS- WEST MILWAUKEE	100-4118-531.53-02		library	60.92
199819 - Summary					63.84
199820	MIDAMERICAN BUILDING SERVICES	255-8101-521.30-04	I25534	Janitorial	3,225.00
199820 - Summary					3,225.00
199821	MIDWEST TAPE	100-3502-555.52-22		1 ADULT AUDIOBOOK	55.99
	MIDWEST TAPE	100-3502-555.52-22		2 ADULT AUDIOBOOKS	68.98
	MIDWEST TAPE	100-3502-555.52-55		7 CHILDRENS AUDIOBOOKS	247.93
	MIDWEST TAPE	100-3502-555.52-57		7 CHILDRENS DVDS	113.18
	MIDWEST TAPE	100-3502-555.52-57		4 CHILDRENS DVDS	215.92
199821 - Summary					702.00
199822	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		BAIL	700.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
199822	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		Bail	4,050.00
199822 - Summary					4,750.00
199823	MILWAUKEE COUNTY TREASURER	100-0000-451.01-00		August 2025 Court Fines	6,653.66
	MILWAUKEE COUNTY TREASURER	258-3102-565.70-05		Taxes & Penalty	619.63
	MILWAUKEE COUNTY TREASURER	258-3102-565.70-05		2024 Taxes & Penalty	56.00
199823 - Summary					7,329.29
199824	MILWAUKEE COUNTY TREASURER	314-6606-563.42-01	T14010	Taxes & Penalty	224.00
199824 - Summary					224.00
199825	MILWAUKEE PUBLIC MUSEUM	100-3506-555.30-04		LIBRARY PROGRAM 10/14/25	150.00
199825 - Summary					150.00
199826	MILWAUKEE RUBBER PRODUCTS, INC	100-4401-533.53-02		LEADER HOSE	199.90
	MILWAUKEE RUBBER PRODUCTS, INC	100-4401-533.53-02		Connectors	233.80
	MILWAUKEE RUBBER PRODUCTS, INC	100-4501-533.53-02		Trigger gun	399.00
199826 - Summary					832.70
199827	MONROE TRUCK EQUIPMENT INC	100-4501-533.53-02		Body props	322.08
199827 - Summary					322.08
199828	MURPHY, CARRIE	100-3506-555.30-04		LIBRARY PROGRAM 9/10/25	50.00
	MURPHY, CARRIE	100-3506-555.30-04		LIBRARY PROGRAM 3/3/25	50.00
199828 - Summary					100.00
199829	MUSSON BROTHERS INC	510-3803-536.75-01	P2451N	Sanitary Connectn Liners	41,800.00
199829 - Summary					41,800.00
199830	N HARRIS COMPUTER CORP. (I2)	255-8101-521.30-04	I24549	Notebook	21,992.40
199830 - Summary					21,992.40
199831	NAN MCKAY & ASSOC INC	222-7601-563.52-03		HCV Digital Revision Svce	239.00
	NAN MCKAY & ASSOC INC	222-7601-563.52-03		Admin Plan Revision Svce	239.00
199831 - Summary					478.00
199832	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		plow truck 13 parts	36.30
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		REAR PADS/ROTORs #4142	263.52
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		AC BELT #4212	77.53
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		SLIDE TERMINALS #4213	11.08
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Mud flaps & adapters	113.30
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC ADAPTERS,WIPERS	31.99
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Grease	9.98
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC ADAPTERS, OIL	373.83
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Gear oil	77.94
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Wiper blades	32.46
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Headlights	54.90
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		TRIM FASTENER	16.04
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Brake parts	143.57
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Wire loom	105.00
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Brake caliper	129.37
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TURN SIGNAL LAMP	41.47
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		CORE RETURN	(55.00)
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Brake grease	14.99
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Light	18.24
	NAPA AUTO PARTS- WEST ALLIS	214-0801-521.64-05		siu 53 parts	781.15
199832 - Summary					2,277.66
199833	NEHER ELECTRIC SUPPLY INC	100-4401-533.53-02		LIGHT POLES AND ARMS	19,400.00
199833 - Summary					19,400.00
199834	NESPOLI, ERIK	255-8101-521.56-03	I25538	Mileage	299.74
199834 - Summary					299.74
199835	NEW BERLIN REDI-MIX	501-2707-537.53-08		9 beg #1 stone with air	3,560.00
	NEW BERLIN REDI-MIX	501-2707-537.53-08		9 bag #1 stone with air	1,316.00
	NEW BERLIN REDI-MIX	501-2707-537.53-08		7 bag #1 stone with air	7,352.50
199835 - Summary					12,228.50
199836	NEWPORT NETWORK SOLUTIONS, INC	100-1101-517.32-01		Exacqvision License Renew	2,745.70
199836 - Summary					2,745.70
199837	OAKLEY, KRISTIN	100-3506-555.30-04		LIBRARY PROGRAM 10/6/25	50.00
199837 - Summary					50.00
199838	OVERDOSE LIFELINE, INC	241-8690-542.30-04	H99102	Opioid Education	1,870.00

Monthly Listing of Claims Paid
September 2025

Check#	Vendor	GL Account	Proj No	Description	Amount
199838 - Summary					1,870.00
199839	PAYNE & DOLAN INC	100-4218-531.53-02		3/4 traffic bond	176.68
	PAYNE & DOLAN INC	501-2707-537.53-02		3/8 CHIPS	664.74
	PAYNE & DOLAN INC	501-2708-537.53-02		3/8 CHIPS	664.74
199839 - Summary					1,506.16
199840	PINK DUMPSTERS, LLC	100-4201-535.30-04	FLOODS	dumpsters week of 8/25/25	3,483.00
199840 - Summary					3,483.00
199841	POMP'S TIRE SERVICE INC	100-2110-521.53-03		stock sqd tires	629.28
	POMP'S TIRE SERVICE INC	100-2110-521.53-03		SQD TIRE WEIGHTS	657.23
	POMP'S TIRE SERVICE INC	100-2110-521.53-03		Squad tires	1,375.00
	POMP'S TIRE SERVICE INC	100-4501-533.53-02		Tires & tubes	6,801.52
	POMP'S TIRE SERVICE INC	100-4501-533.53-02		Tires	1,518.92
199841 - Summary					10,981.95
199842	RELIANT FIRE APPARATUS INC	100-2201-522.44-03		LEFT WINDSHIELD #4207	1,576.67
199842 - Summary					1,576.67
199843	RHOMAR INDUSTRIES INC	100-4401-533.53-02		Rhoma-sol	742.78
199843 - Summary					742.78
199844	RICOH USA INC	255-8101-521.30-04	I24549	Copiers	332.81
199844 - Summary					332.81
199845	RITTER TECHNOLOGY LLC	100-2201-522.44-03		AIR FITTINGS #4212	116.52
199845 - Summary					116.52
199846	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 9/12/25	2,653.12
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 9/5/25	2,653.12
	ROBERT HALF TECHNOLOGY	100-1401-515.30-02		Wilson Temp Svcs 8/29/25	3,150.58
199846 - Summary					8,456.82
199847	RUEKERT-MIELKE	540-1807-538.75-01		Orchard Hills Canal Resor	14,106.50
199847 - Summary					14,106.50
199848	SECURIAN FINANCIAL GROUP INC	100-0000-202.18-01		Oct Life	15,647.15
199848 - Summary					15,647.15
199849	SHERWIN WILLIAMS	100-4101-533.53-02		rd mrkg rfctv glass bds	1,340.00
199849 - Summary					1,340.00
199850	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-25-1366	305.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PMNA-25-6	2,235.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-31	A19001	Grass and Weeds	2,350.00
199850 - Summary					4,890.00
199851	SSBMKE INC	220-7526-563.31-75	C24504	CDBG ED - 3rd pymt	10,223.37
199851 - Summary					10,223.37
199852	STARK PAVEMENT CORP	100-4218-531.53-02		3/8 surface	233.42
	STARK PAVEMENT CORP	501-2707-537.53-08		3/8 surface	478.00
199852 - Summary					711.42
199853	STATE OF WI- DSPS	100-0000-421.11-00		Mobile Home Reimburse	693.75
199853 - Summary					693.75
199854	STATE OF WISCONSIN	100-0000-451.01-00		August 2025 Court Fines	20,339.39
199854 - Summary					20,339.39
199855	STENSTROM PETROLEUM SERVICES GROUP	100-4401-533.30-04		Fuel Island Repairs	1,524.20
199855 - Summary					1,524.20
199856	SUPERIOR VISION INSURANCE INC	100-0000-202.18-06		Sept Vision	1,766.24
199856 - Summary					1,766.24
199857	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 3682	465.00
199857 - Summary					465.00
199858	TAPCO	100-4401-533.53-02		V-Locs & wedges	2,842.88
	TAPCO	350-6008-531.31-02	P2535S	Yield Here to Ped signs	758.72
	TAPCO	354-6052-533.31-01	NEWDPW	53 & Burnham signal poles	21,724.32
199858 - Summary					25,325.92
199859	TRANS UNION LLC	100-2101-521.30-04		AUGUST RECORD CHECKS	174.79
199859 - Summary					174.79
199860	TRI CITY NATIONAL BANK	100-0000-229.16-00		Sept 2025 Loan Payments	460.76
199860 - Summary					460.76

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
199861	ULINE	220-7522-563.51-09	C23409	LH pavilion jan supplies	715.36
199861 - Summary					715.36
199862	UNIFIRST CORPORATION	100-2101-521.51-07		Shop Supplies	133.55
	UNIFIRST CORPORATION	100-2101-521.51-07		mats/uniforms	110.59
	UNIFIRST CORPORATION	100-2101-521.51-07		Wipers and Mats 9/3	37.91
	UNIFIRST CORPORATION	100-2201-522.51-07		Wipers and Laundry	8.90
	UNIFIRST CORPORATION	100-4101-533.53-02		Mops and Mats 9/2/25	17.58
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 8/19/25	167.03
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 9/9/25	167.03
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 8/26/25	167.03
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms Fleet 9/2/25	167.03
	UNIFIRST CORPORATION	997-9701-541.51-06		Mops and Laundry	3.38
199862 - Summary					980.03
199863	UPI LLC	350-6008-531.31-01	P2527S	91: Rogers-Deadend Street	29,535.50
	UPI LLC	350-6008-531.31-01	P2528S	83: Grant-Becher Streets	1,520.00
	UPI LLC	501-2901-537.75-01	P2527H	91: Rogers-Deadend Water	187,214.60
	UPI LLC	501-2901-537.75-01	P2528H	83: Grant-Becher Water	56,525.00
	UPI LLC	510-3803-536.75-01	P2527N	91: Rogers-Deadend Sanita	106,827.50
	UPI LLC	510-3803-536.75-01	P2528N	83: Grant-Becher Sanitary	91,160.10
	UPI LLC	540-1807-538.75-01	P2527R	91: Rogers-Deadend Storm	115,975.05
199863 - Summary					588,757.75
199864	USI INSURANCE SERVICES, LLC	602-9101-517.30-02		USI October	5,746.58
199864 - Summary					5,746.58
199865	VERIZON WIRELESS	255-8101-521.30-04	I24549	Cell	2,413.40
199865 - Summary					2,413.40
199866	VERMEER-WISCONSIN INC	100-4501-533.53-02		Misc. repair parts	3,924.25
	VERMEER-WISCONSIN INC	354-6051-517.31-02	M2520M	o-ring #222	0.60
	VERMEER-WISCONSIN INC	354-6051-517.31-02	M2520M	o-ring, puller, swivel	1,243.77
199866 - Summary					5,168.62
199867	WASTEBUILT	100-4401-533.53-02		Hydraulic cylinder	1,051.70
	WASTEBUILT	100-4401-533.53-02		Motor assembly	314.99
199867 - Summary					1,366.69
199868	WAUKESHA COUNTY SHERIFF'S DEPT	100-0000-229.11-10		Waukesha Co Sheriff	560.00
199868 - Summary					560.00
199869	WDATCP	997-0000-425.01-00		West Allis DATCP 24-25	16,294.50
199869 - Summary					16,294.50
199870	WDATCP-DFRS	997-0000-425.01-00		Greendale DATCP 24-25	3,013.50
	WDATCP-DFRS	997-0000-425.01-00		GF DATCP (2025 only)	153.00
199870 - Summary					3,166.50
199871	WI DEPT OF TOURISM	201-5101-517.54-03		Travel WI Booth @ WSF	250.00
199871 - Summary					250.00
199872	WI STATE LABORATORY OF HYGIENE	997-9703-541.30-04		Lab Services	39.00
199872 - Summary					39.00
199873	WINDSTREAM	255-8101-521.30-04	I24549	Internet	9,045.58
199873 - Summary					9,045.58
199874	WIS DEPT OF FINANCIAL INSTITUTIONS	997-9701-541.30-04		Notary Fee	20.00
199874 - Summary					20.00
199875	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2332S	National-Linc/108 Design	5,657.17
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2346S	Beloit Rd-Streets	31,093.57
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2431S	Lincoln: 93-96 Streets	14,530.17
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2440S	84th: Grmfid-Adler Design	1,703.18
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2442S	Greenfield: 76-84 Design	3,408.69
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2443S	Greenfield: 70-76 Design	2,336.19
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2444S	Greenfield: 56-70 Design	1,956.49
	WISCONSIN DEPT OF TRANSPORTATION	501-2901-537.75-01	P2346H	Beloit Rd-Water	686.19
	WISCONSIN DEPT OF TRANSPORTATION	510-3803-536.75-01	P2346N	Beloit Rd-Sanitary	2,985.27
	WISCONSIN DEPT OF TRANSPORTATION	540-1807-538.75-01	P2431R	Lincoln: 93-96 Storm	1,795.86
199875 - Summary					66,152.78
199876	WITT, BRIAN	100-3506-555.30-04		LIBRARY PROGRAM 9/8/25	50.00
199876 - Summary					50.00
199877	WORLDWIDE INTERPRETERS, INC.	100-2101-521.30-04		August interpreter	98.56

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
199877	WORLDWIDE INTERPRETERS, INC.	501-2901-537.30-02		Spanish OTP Interpret	3.92
	WORLDWIDE INTERPRETERS, INC.	997-9703-541.30-04		Interpreter Services	367.92
199877 - Summary					470.40
199878	ZIGNEGO READY MIX INC	100-4218-531.53-02		1.25 base course	452.43
	ZIGNEGO READY MIX INC	501-2707-537.53-02		BASE COURSE 1.25	673.74
	ZIGNEGO READY MIX INC	501-2707-537.53-08		WI Slurry #1	1,530.00
	ZIGNEGO READY MIX INC	501-2707-537.53-08		1.25 base course	1,181.52
	ZIGNEGO READY MIX INC	501-2708-537.53-02		BASE COURSE 1.25	673.74
199878 - Summary					4,511.43
09/19/2025 - Summary					3,894,946.57

Payment Date: 09/22/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40623	BURTON, CHRISTINE	100-0000-125.01-00		WAGE ADVANCE DUE TO ERROR	2,000.00
40623 - Summary					2,000.00
40624	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	4,166.80
40624 - Summary					4,166.80
199879	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
199879 - Summary					54.77
199880	CHAPTER 13 TRUSTEE	100-0000-202.07-00		PAYROLL SUMMARY	173.08
199880 - Summary					173.08
199881	CITY OF WEST ALLIS	501-0000-229.05-00		MANUAL CHECK	1,200.00
199881 - Summary					1,200.00
199882	KATLIN SAWDY	501-0000-229.05-00		MANUAL CHECK	665.00
199882 - Summary					665.00
199883	SEWARD E OWEN JR	501-0000-229.05-00		MANUAL CHECK	170.84
199883 - Summary					170.84
199884	SPARACINO, GLORIA	602-0000-229.04-00		SPARACINO, GLORIA	248.94
199884 - Summary					248.94
199885	SPARACINO, GLORIA	602-0000-229.04-00		SPARACINO, GLORIA	248.94
199885 - Summary					248.94
199886	VIEAU, DORIS	602-0000-229.04-00		VIEAU, DORIS	248.94
199886 - Summary					248.94
199887	YANG, PANG	100-8201-517.38-01		MARKET REIMB	407.00
	YANG, PANG	100-8201-517.38-02		MARKET REIMB	246.00
199887 - Summary					653.00
09/22/2025 - Summary					9,830.31

Payment Date: 09/24/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40626	ELEMENT 84 LLC	311-6606-563.31-66		2024/2025 MRO-Element 84	55,000.00
40626 - Summary					55,000.00
40627	LINCOLN HOSPITALITY GROUP, LLC	317-6606-563.31-66		2024/2025 MRO-LincolnHosp	217,339.00
40627 - Summary					217,339.00
09/24/2025 - Summary					272,339.00

Payment Date: 09/26/2025

Check#	Vendor	GL Account	Proj No	Description	Amount
40628	SIX POINTS WEST APARTMENTS	315-0000-461.00-00		Interest-Mandel \$1M Ln	(25,000.00)
	SIX POINTS WEST APARTMENTS	315-6606-563.31-66		2024/2025 MRO SixPts West	842,676.00
40628 - Summary					817,676.00
40629	SONA LOFTS, LLC	315-6606-563.31-66		2024/2025 SoNa Lofts MRO	665,804.00
40629 - Summary					665,804.00
199888	CLIFTONLARSONALLEN LLP	997-9701-541.30-01		12/31/2024 Audit Services	21,977.55
199888 - Summary					21,977.55
199889	IRON MOUNTAIN	255-8101-521.30-04	I24538	Shredding	476.55
199889 - Summary					476.55
199890	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		Bail	1,650.00

**Monthly Listing of Claims Paid
September 2025**

Check#	Vendor	GL Account	Proj No	Description	Amount
199890 - Summary					1,650.00
199891	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 4166	465.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 6755	350.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 8723	50.00
199891 - Summary					865.00
199892	VERIZON WIRELESS SERVICES	255-8101-521.30-04	I24538	PEN 0393	325.00
199892 - Summary					325.00
09/26/2025 - Summary					1,508,774.10
Overall - Summary					9,646,778.89

DOWNTOWN *West Allis* BID

7231 W. GREENFIELD AVE.. SUITE 201 · WEST ALLIS. WI 53214
PHONE (414) 774-2676
WWW.WESTALLISDOWNTOWN.COM

Mayor Dan Devine
City of West Allis
7525 W. Greenfield Avenue
West Allis, 53214

September 29, 2025

Dear Mayor Devine,

The *Downtown West Allis* Business Improvement District would like to recommend the following individual for appointment and the others to reappointment to our Board of Directors. We believe that these individuals offer the knowledge, skills, and enthusiasm to play an integral part in the development and continued success of the *Downtown West Allis*.

Appointment: Three-year term – expires 10/10/27.

Jarice Taliaferro

Talia's Event Venue

7423 W. Greenfield Avenue

West Allis, WI 53214

jarice@taliasmke.com

414-988-0224

Reappointment: Three-year term – expires 10/10/27

Alex Geiger

Model Empire

7116 W. Greenfield Avenue

West Allis, WI 53214

info@modelempireusa.com

414-507-6383

Barbara Jones

People's Bank

10725 W. National Avenue

West Allis, WI 53227

Barbara.jones@bankpeoples.com

414-485-6404

Thank you for your attention to this matter. We look forward to your confirmation.

Sincerely,



Emily E. Eineichner
Executive Director.
Downtown West Allis
Business Improvement District



A MAIN STREET COMMUNITY

BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND
WELCOMES COMMUNITY INVOLVEMENT



DOWNTOWN *West Allis* BID

7231 W. GREENFIELD AVE.. SUITE 201 · WEST ALLIS. WI 53214
PHONE (414) 774-2676
WWW.WESTALLISDOWNTOWN.COM

Mayor Dan Devine
City of West Allis
7525 W. Greenfield Avenue
West Allis, 53214

September 29, 2025

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Appointment: Three-year term – expires 10/10/27.

Jarice Taliaferro

Talia's Event Venue

7423 W. Greenfield Avenue

West Allis, WI 53214

jarice@taliasmke.com

414-988-0224

Reappointment: Three-year term – expires 10/10/27

Alex Geiger

Model Empire

7116 W. Greenfield Avenue

West Allis, WI 53214

info@modelempireusa.com

414-507-6383

Barbara Jones

People's Bank

10725 W. National Avenue

West Allis, WI 53227

Barbara.jones@bankpeoples.com

414-485-6404

Thank you for your attention to this matter. We look forward to your confirmation.

Sincerely,



Emily E. Eineichner
Executive Director.
Downtown West Allis
Business Improvement District



A MAIN STREET COMMUNITY

BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND
WELCOMES COMMUNITY INVOLVEMENT



**CITY OF WEST ALLIS
RESOLUTION R-2025-3284**

**RESOLUTION TO APPROVE THE ACCEPTANCE OF A TRAFFIC MITIGATION
GRANT FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION IN THE
AMOUNT OF \$29,585.22 FOR THE IH-94 EAST-WEST FREEWAY PROJECT**

WHEREAS, City of West Allis Policy P510 requires the West Allis Common Council to approve the acceptance of all grant awards; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) is undertaking construction of the IH-94 East-West Freeway Project; and

WHEREAS, the West Allis Police Department has been awarded traffic mitigation grant funds from WisDOT in the amount of Twenty-Nine Thousand Five Hundred Eighty-Five Dollars and Twenty-Two Cents (\$29,585.22) to support traffic management activities impacted by this project; and

WHEREAS, the grant funds are to be used between October 1, 2025, and December 31, 2026, and do not require a local match;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the City hereby accepts the grant award from the Wisconsin Department of Transportation in the amount of \$29,585.22 for the purposes of traffic mitigation related to the IH-94 East-West Freeway Project; and

BE IT FURTHER RESOLVED that the Mayor, City Administrator, and/or Chief of Police are authorized to take all necessary actions to execute and administer the grant agreement, and to allocate said funds in accordance with the terms of the grant.

SECTION 1: **ADOPTION** “R-2025-3284” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3284(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**AGREEMENT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF WEST ALLIS POLICE DEPARTMENT**

State Project I.D. 1060-27-91
2025 Traffic Mitigation
IH-94 East-West Freeway Project

This agreement made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the City of West Allis Police Department (CITY), to provide for services as described herein. The Wisconsin Department of Transportation and City of West Allis Police Department are partnering during the IH-94 East-West Freeway (PROJECT) to ensure that emergency response capabilities are not adversely affected by roadway construction.

The DEPARTMENT advises implementation of a comprehensive and cost-effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as interstate IH 94 from 70th St on the west to 16th St on the east within the 3.26 mile project corridor. Included in the PROJECT area are local alternate route streets within two miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$29,585.22 to the CITY. In turn, the CITY will provide planning, coordination and staffing services (as outlined below) in an effort to mitigate emergency incidents in the PROJECT area and to stay informed of PROJECT roadway closures and construction progress for a 15-month period commencing October 1, 2025 and ending on December 31, 2026.

The monies provided by this agreement will allow for the CITY to assist with local roads traffic control assistance during changing traffic patterns, freeway closures and equipment deliveries into the work zone. Officers with vehicles are anticipated to be utilized for traffic mitigation purposes.

Enforcement Enhancements

The CITY shall provide these enforcement enhancements on key alternate routes related to the IH 94 East-West Project to keep alternate routes open and traffic moving; and to maintain a safe environment during equipment deliveries to the work zone by stopping or slowing conflicting traffic during deliveries.

Basis of Payment

The CITY shall, within 30 business days after the end of the month, submit an invoice for the work performed in the period. The CITY shall charge actual costs incurred and attributable to

the work performed and described above under this agreement to the DEPARTMENT. The invoice shall include dates worked and number of hours. The DEPARTMENT will provide to the CITY reimbursable funding for these functions in the amount of \$29,585.22. Total reimbursement to the CITY for traffic mitigation measures under this agreement will not exceed \$29,585.22. Billings, or a billing, shall be directed by the CITY to the attention of Stephanie Leranthe, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street P.O. Box 798, Waukesha WI, 53187-0798 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the bill (or billings, as the case may be) promptly upon receipt thereof.

Notifications

Other correspondence and notifications required under this agreement shall be given as follows:

Notice to the City-PD: Chief Patrick Mitchell
City of West Allis Police Department
11301 W Lincoln Ave
West Allis, WI 53227
(414) 302-8000

Notice to the Department: Stephanie Leranath
Construction Program Work Zone and Traffic Engineer
WisDOT Southeast Region - Southeast Freeways PDS
141 NW Barstow Street
Waukesha, WI 53187
(414) 750-1397
Stephanie.Leranath@dot.wi.gov

Signature Page:

This agreement may only be amended by a written document signed by each of the parties hereto.

FOR CITY OF WEST ALLIS:

APPROVED CHIEF Patrick S. Mitchell
For the City of West Allis Police Department Date

APPROVED Tom Devine 8/13/25
Mayor, City of West Allis Date

FOR STATE OF WISCONSIN:

APPROVED _____
For the Wisconsin Department of Transportation Date

APPROVED
Governor, State of Wisconsin Date

U.S. Department of Homeland Security
 FEMA Region 5
 536 S Clark St
 Chicago, IL 60605



FEMA

May 22, 2025

Ms. Heather Thole
 State Hazard Mitigation Officer
 Wisconsin Emergency Management
 2400 Wright Street, P.O. Box 7865
 Madison, WI 53707-7865
 Reference: Adoption Needed to Finish Local Hazard Mitigation Plan Process

Dear Ms. Thole:

The Risk Analysis Branch of FEMA Region 5 Mitigation Division has determined the local mitigation plan meets all applicable FEMA mitigation planning requirements except its adoption by the participating jurisdictions of the Milwaukee County Hazard Mitigation Plan 2025.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is Approvable Pending Adoption does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- HMGP Post-Fire
- Building Resilient Infrastructure and Communities
- Flood Mitigation Assistance
- Safeguarding Tomorrow Revolving Loan Fund

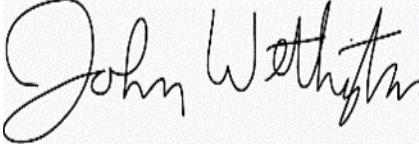
Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make necessary updates before submitting the adoption resolution to FEMA.

Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002)

We look forward to receiving the adoption resolution(s) and discussing options for implementing this mitigation plan. If there are any questions from either you or the communities, please contact Meghan Cuneo at (202) 615-5294 or Meghan.cuneo@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink on a light gray background. The signature reads "John Wethington" in a cursive, slightly slanted script.

John Wethington
Chief, Risk Analysis Branch
Mitigation Division

Enclosures: Plan Participants Status List and Local Plan Review Tool

Enclosure: Plan Participant Status List

Below is the list of the approvable pending adoption jurisdictions in the referenced hazard mitigation plan. Please submit an adoption resolution for each jurisdiction to be included as an approved participant of the plan.

Community Name	Jurisdiction Status
1) Bayside village	APA
2) Brown Deer village	APA
3) Cudahy city	APA
4) Fox Point village	APA
5) Franklin city	APA
6) Glendale city	APA
7) Greendale village	APA
8) Greenfield city	APA
9) Hales Corners village	APA
10) Milwaukee County	APA
11) Oak Creek city	APA
12) River Hills village	APA
13) Shorewood village	APA
14) South Milwaukee city	APA
15) St. Francis city	APA
16) Wauwatosa city	APA
17) West Allis city	APA
18) West Milwaukee village	APA
19) Whitefish Bay village	APA

**CITY OF WEST ALLIS
RESOLUTION R-2025-3520**

**RESOLUTION TO ADOPT THE MILWAUKEE COUNTY HAZARD MITIGATION
PLAN 2025 TO MEET APPLICABLE FEMA MITIGATION PLANNING
REQUIREMENTS**

WHEREAS, the City of West Allis recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation action before disasters occur will reduce loss of life and property, human suffering, economic disruption, and disaster assistance costs; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of federal grant funding for future mitigation projects funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, Milwaukee County initiated the update of the existing Milwaukee County Hazard Mitigation Plan; and

WHEREAS, the adoption of this plan by Milwaukee County (File # 25-440) allows the City of West Allis to adopt it, placing Milwaukee County in an advantageous position when competing for pre- and post-disaster mitigation project dollars from the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA); and

WHEREAS, adoption of the 2025 Milwaukee County Hazard Mitigation Plan is necessary to comply with the Disaster Mitigation Act 2000 (DMA 2000) amendment of the Robert T. Stafford Disaster Relief and Emergency Assistance Act which states that the county is obligated to try to reduce any hazard that has received relief funding in the past; and

WHEREAS, adoption of this plan would make it valid for the next five years; and

WHEREAS, the Milwaukee County Office of Emergency Management submitted the Milwaukee County Hazard Mitigation Plan to Federal Emergency Management Agency and Wisconsin Emergency Management officials and received plan approval on May 22nd, 2025;

NOW THEREFORE, be it resolved by the Common Council of the City Of West Allis, in the State of Wisconsin, that the City of West Allis hereby designates the Milwaukee County 2025 Hazard Mitigation Plan as the official hazard mitigation plan of the City of West Allis.

SECTION 1: **ADOPTION** "R-2025-3520" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-3520(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-3972**

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE WEST ALLIS PROFESSIONAL FIRE FIGHTER'S ASSOCIATION,
LOCAL 342, IAFF, FOR 2026-2029**

WHEREAS, the current labor agreement with the West Allis Professional Fire Fighters' Association, Local 342 ("WAPFFA Local 342"), ends on December 31, 2025; and

WHEREAS, the City and WAPFFA Local 342 have entered into negotiations for a voluntary successor agreement; and

WHEREAS, the City's labor negotiator and WAPFFA Local 342 have reached a tentative settlement agreement for the four-year period from January 1, 2026 through December 31, 2029; and

WHEREAS, the membership of WAPFFA Local 342 is voting on whether to ratify the tentative agreement on October 6 and 7;

NOW THEREFORE, be it resolved by the Common Council of the City Of West Allis, in the State of Wisconsin, that the collective bargaining agreement attached to this file between the City and the West Allis Professional Fire Fighters' Association, Local 342 for the four-year period from January 1, 2026 through December 31, 2029, is hereby approved.

BE IT FURTHER RESOLVED that the proper City officers and representatives are hereby authorized and directed to execute the collective bargaining agreement on behalf of the City.

SECTION 1: **ADOPTION** "R-2025-3972" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-3972(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Summary of Negotiated Settlement 10/7/25

The City's labor negotiator and the executive board of the West Allis Professional Fire Fighter's Association, IAFF Local 342, have agreed to a tentative collective bargaining agreement to replace the current CBA set to expire on December 31, 2025. The following is a summary of the changes from the 2022-2025 contract to this tentative agreement.

- The term of this CBA shall be 4 years (from January 1, 2026, to December 31, 2029)
 - o Terminated automatically upon the effective date of a replacement CBA with a joint fire department
- Using the pay scale from the end of 2025 as a starting point, pay shall be increased for all positions in the following amounts (first pay period thereafter):
 - o 1.00% on January 1, 2026
 - o 2.00% on July 1, 2026
 - o 1.50% on January 1, 2027
 - o 2.00% on July 1, 2027
 - o 3.00% on July 1, 2028
 - o 3.00% on July 1, 2029
- All Mobile Integrated Health MOUs are superseded by inserting into this CBA proper language to reflect current practice.
- The City shall offer Association Members the opportunity to have payroll deductions contributed toward a VEBA Retiree Medical Trust called the Medical Expense Reimbursement Plan offered by the International Association of Fire Fighters.
- Residency restrictions for Association Members are removed.
- The cap on the amount of total sick time accrued and unused is removed. The cap on the amount of sick time used in a year remains unchanged.
- Pay dates for any special pays would take place on the same date as the City's standard payroll cycle.
- Any typos/errors, incorrect information, or outdated information shall be deleted/edited. Terms used throughout the CBA shall be amended so they are internally consistent.

AGREEMENT

Between

CITY OF WEST ALLIS

And

**WEST ALLIS PROFESSIONAL
FIRE FIGHTER'S ASSOCIATION**

Local 342, IAFF



January 1, 2026 – December 31, 2029

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of West Allis, Wisconsin, hereinafter referred to as the "City" and the West Allis Professional Fire Fighter's Association, Local 342, International Association of Fire Fighters, hereinafter referred to as the "Association", pursuant to the provisions of Chapter 111.70, and subject to the Sections of the Wisconsin Statutes as may be pertinent hereto.

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall:

- (A) Set forth their agreement with respect to rates of pay, hours of work and other conditions of employment to be observed by the City, the Association and the employees who are covered by this Agreement;
- (B) Provide procedures for fair adjustment of grievances;
- (C) Prevent interruptions of work during the life of this Agreement; and,
- (D) Promote harmonious relations between the City, the Association, and the employees.

ARTICLE I - HEADNOTE

- (A) Reference to Fire Chief, includes the Fire Chief's designated representative.
- (B) For purposes of simplicity, employees shall be designated by their regularly assigned tour of duty.
Employees assigned to the "24-hour tour of duty" will be referred to as "24-hour employees" and employees assigned to the "8-hour tour of duty" will be referred to as "8-hour employees".
- (C) "Tour of duty", "workday", and "duty day" are synonymous.
- (D) The "base hourly rate" of pay for the 24-hour employee is derived by dividing the bi-weekly base pay by 103.68 hours for 1991 and thereafter.
- (E) The "base hourly rate" of pay for the 8-hour employee is derived by dividing the bi-weekly base pay by 80 hours.
- (F) Reference to a "duty day" for a 24-hour employee means 24 hours. Reference to a "duty day" for an 8-hour employee means 8 hours.
- (G) The "51.84-hour tour of duty for 1991" and thereafter, refers to the weekly work schedule of a 24-hour duty day.
- (H) The "40-hour tour of duty" refers to the weekly work schedule of an 8-hour duty day. Reference to "offs", or "off days" shall mean platoon or work shift off days as they are scheduled in the regular work schedule, unless otherwise specified.
- (I) The "Board of Police and Fire Commissioners" shall be referred to herein as the "Commission".
- (J) Reference to "Fire Fighting Division" means all employees covered by this Agreement, except the 8-hour employees.

ARTICLE II - RECOGNITION

SECTION 1. The City recognizes the Association as the exclusive collective bargaining agent or representative on all matters of wages, hours and conditions of employment as defined in Section 111.70 (1) (a), Wisconsin Statutes, for all regular full-time sworn employees of the West Allis Fire Department, but excluding supervisory employees as defined in Section 111.70 (1) (o) (2), Wisconsin Statutes, for the purpose of collective bargaining as defined in Section 111.70 (1) (a), Wisconsin Statutes.

SECTION 2. The City agrees that it will not discriminate against any employee covered by this Agreement because of membership or activities in the Association, nor will the City interfere with the right of any employee to become a member of the Association, as provided by Section 111.70 (1) (a), Wisconsin Statutes.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1. Any and all rights, powers and authority which existed prior to entering into this Agreement relating to the right to operate and manage its affairs are retained solely and exclusively by the City, except as expressly and specifically abridged, delegated, granted, modified or limited by this Agreement and except as they are subject to the laws of the State of Wisconsin.

SECTION 2. The rights, powers and authorities referred to in Section 1 above shall include, but are not limited to:

(A) The right to determine:

- (1) The size and composition of the work force;
- (2) The number and location of its facilities;
- (3) The services to be rendered and the operations to be conducted;
- (4) The organization of the Department;
- (5) The Policies and Procedures and Operating Guidelines of the Department;
- (6) The training and instructional programs;
- (7) The practices and procedures for the efficient, disciplined and orderly operation of the Department, including the sole right to discipline, suspend and discharge employees for just cause;
- (8) To hire, assign, transfer, promote and determine the qualifications of employees;
- (9) The methods, means, equipment and personnel by which any and all operations are conducted and services rendered;
- (10) Whether and to what extent the work required in the conduct of its operations and in rendering its services shall be performed by employees covered by this Agreement;
- (11) The hours of work and work schedule;
- (12) What work is to be performed by the Department, its place of performance and who is to perform it;

(13) The assignments and job duties.

(B) The right to control the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the conduct of its operations in the rendering of its services.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1. The Association shall keep the Chief and the Board of Police and Fire Commissioners of the City of West Allis currently advised as to the names of the authorized Association Representatives who are designated to act on behalf of the Association for the purpose of investigating and processing grievances. One (1) such representative shall be allowed a reasonable amount of time during working hours, without loss of pay, upon permission being granted by the Chief, Assistant Chief, Deputy Chief, or Battalion Chief, to investigate and/or process grievances in Steps 1 and 2 of the grievance procedure. Permission will be granted provided the activity does not impair the operation of the Department. Any dispute concerning the exercise of discretion in determining the allowable paid grievance time shall be subject to the grievance procedure.

SECTION 2. The Association shall be permitted to conduct executive board or emergency business meetings on City premises under the control of the Fire Department, provided prior permission has been obtained from the Chief. No permission is granted hereunder for on-duty personnel to attend Association meetings during duty hours, with the exception that a maximum of four (4) officers of the Association may attend such meetings without loss of pay. The Chief may grant special permission for other on duty personnel to attend such meetings without loss of pay. It is understood that on duty personnel attending such meetings will respond immediately to any duty demands.

SECTION 3.

(A) Not more than two (2) Association Representatives will be granted time off without loss of pay during a duty day to attend labor contract negotiation meetings with the City, provided such representatives are members of the Association's negotiating committee and the shift assignments of the representatives are at the same time that a labor contract negotiation meeting is conducted. If negotiation meetings are called by the City during normal working hours, the designated negotiators for the Association who shall participate in such meetings will be granted time off for such meetings without loss of pay.

SECTION 4. Attendance at Association conventions, without loss of pay shall be determined by the Commission; provided, that at least one (1) week's notice of the request shall be given to the Commission and to the Chief. Employees granted such time shall have the granted time added to the employee's compensatory time account. The employee shall make a normal time trade for the actual convention day or days. Any granted time added to an employee's compensatory time account by reason of this Section, must be used prior to the next scheduled convention. The compensatory time must be used in a time frame from the date following convention attendance up to the date of the next year's convention. Any granted time will further not be subject to the pay provisions as outlined in Article XI, Section 4(B), of the labor agreement, but will be subject to any other compensatory time regulations as provided in Article XI. All carryover provisions are excluded per this Section.

SECTION 5. The City will provide the Association the use of a bulletin board at each fire station for the purpose of posting material concerning the following types of subjects: Association meetings, elections, committee reports, rulings or policy statements. No material shall be posted which contains anything defamatory, scurrilous, anything pertaining to candidacy for City of West Allis elective office and incumbents of such offices, or anything reflecting in such manner upon the City or any of its employees, unless such material is the result of Association rulings or policy statements or committee reports and is typed and/or printed on Association stationery. Violation of this Section shall be sufficient reason for removing the unauthorized posted material by direction of the Chief. Any dispute as to the exercise of this discretion by the Chief shall be subject to the grievance procedure.

SECTION 6. The City will provide within a reasonable time, subsequent to a request, therefore, by an authorized Association Representative, such information relative to a pending written grievance, relating to any employee in the bargaining unit as may be contained in the City's record, including but not limited to wages, hours, working conditions, overtime, sick leave, longevity and vacation status. The request for this information shall be in writing and specific in scope, but shall not extend to confidential information and/or records. The personnel file of an employee in the bargaining unit shall not be considered confidential except for the following:

- (A) Recommendations prior to employment with the City;
- (B) Recommendations as to promotion to a position outside of the bargaining unit;
- (C) Records which might reflect upon the character of the employee where the employee does not wish the Association to see the same;
- (D) Medical reports, unless the employee authorizes in writing, the reports to be seen by the Association.

The supplying of such information shall not be unduly burdensome to the City. Any dispute concerning this shall be subject to the grievance procedure.

SECTION 7. Not more than two (2) on duty Association officers or their representatives may attend Police and Fire Commission meetings, provided such personnel shall respond immediately to any alarms or calls for the apparatus to which they are assigned. If operational requirements of the Department permit, the Chief may permit the transfer of apparatus and/or personnel to enable Association Representatives to attend Commission meetings.

SECTION 8. Employee and non-employee Association Representatives shall be permitted to confer with employees during duty hours, concerning Association business which is not in violation of this Agreement or otherwise illegal; provided, the exercise of this privilege does not interfere with the operations of the Department.

SECTION 9. Upon request, any employee covered by this Agreement, who is being interviewed or ordered to appear before any superior officer where disciplinary action may or may not be taken, shall have the right to have an Association Representative present.

SECTION 10. The President of the Association, or in their absence, a designated representative of the Association, shall be granted time off, without loss of pay, not to exceed a maximum of one (1) hour per occasion, to attend executive board meetings, immediately preceding the regular monthly meetings which are not held on Fire Department premises. If the President or designated representative of the Association is a Paramedic, they shall provide a replacement during their absence, to maintain three (3) Paramedics on duty.

SECTION 11. The President of the Association, or, in their absence, a designated representative of the Association, shall be granted time off, without loss of pay, to attend regular and special Association meetings which are not held on Fire Department premises. If the President or designated representative is a Paramedic, they shall provide a replacement during their absence to maintain three (3) Paramedics on duty.

SECTION 12. Two (2) Association members serving as a state director/representative of the State of Wisconsin Professional Fire Fighter's Association shall be authorized thirty-two (32) hours of compensatory time annually, for the purpose of attending State Association meetings. Use of compensatory time shall be governed by the provisions of Article XI, Overtime.

SECTION 13. The privileges authorized by Sections 10 and 11 will be revoked if the absence of the President or representative causes equipment staffing levels to fall below minimums established by the Board of Police and Fire Commissioners.

SECTION 14. The City will provide the Association with an opportunity to have payroll deductions contributed toward a VEBA Retiree Medical Trust called the Medical Expense Reimbursement Plan offered by the International Association of Fire Fighters. Any Member wishing to create, modify, or cancel a payroll deduction to contribute their wages to the Medical Expense Reimbursement Plan shall file an appropriate request with the Finance Director in a manner consistent with the policies of the City's Finance Department.

ARTICLE V - DUES/NON-MEMBER FEES DEDUCTIONS AGREEMENT

SECTION 1. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Association as they see fit. The Association shall not exert pressure on or discriminate against an employee as regards such matters.

SECTION 2. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally in all job pertained matters.

SECTION 3. The City agrees, upon receipt of written authorizations, to deduct a monthly fee as union dues or an optional non-member fee from the earnings of regular full-time employees in the bargaining unit as described in Article II, Section I, of this Agreement. The Association shall provide the Employer copies of the applicable forms documenting an employee's voluntary authorization to have either the union dues or the non-member fees deducted from their wages (hereafter, "Authorization Forms"); no dues or non-member fees will be deducted by the Employer unless it has copies of the Authorization Forms from the employees. The non-member fees shall represent the authorized contribution by employees who choose not to be members of the Association. Such proportionate fee shall be measured by the amount of dues uniformly required of all Association members as certified not less than annually by the Association. Authorizations of dues or non-member fees deductions by an employee may be revoked upon notice in writing to the Employer and the Association in accordance with the Authorization Form.

SECTION 4. The City shall pay any amounts deducted pursuant to Section 3 above to the treasurer of the Association on or before the end of the month in which the deductions are made.

SECTION 5. The City shall provide the Association with a list of employees from whom such deductions are made when each monthly remittance is made to the Association.

SECTION 6. The City shall not be required to submit any amounts to the Association, under this Article, for employees otherwise covered who are on lay-off, leave of absence, or other status in which they received no earnings for the pay period normally used by the City to make such deductions or for which

the earnings are not sufficient to cover the deduction.

SECTION 7. As to new employees, such deductions shall commence with the month immediately following the date such employee completes the first thirty (30) days of employment and upon the Employer's receipt of the Authorization Form. In the event such employee becomes a member of the Association or agrees to a non-member fee deduction prior thereto, such deductions will commence with the month immediately following the receipt by the City of the Authorization Form from the Association documenting the employee's authorization for the deduction of union dues or non-member fees.

SECTION 8. The City shall not be liable to the Association, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituted as deductions made from employee wages earned per the Authorization Forms. The Association shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken or not taken by the City under this Article.

SECTION 9. In the event the Association encourages its members to strike for any reason, this Dues/Non-Member Fees Deductions Agreement shall be immediately cancelled and thereafter be null and void. If an employee represented by the Association engages in a strike, this agreement shall also be cancelled unless the Association immediately takes the necessary affirmative action, to terminate the prohibited conduct, as outlined in Strike Prohibition, Article XXVIII, Section 4. A strike for this purpose shall mean any work stoppage, slowdown, refusal to perform any customarily assigned duties or absence from work because of purported illness while there is a pending labor dispute, as defined in Section 111.70 (1) (g), Wisconsin Statutes.

ARTICLE VI - SENIORITY

SECTION 1. Seniority shall be determined by the employee's length of service in the Fire Department, for departmental seniority purposes, and the employee's length of continuous service in the employ of the City for other purposes, such as longevity, vacation entitlement and sickness disability benefits.

SECTION 2. All new appointees to the Department shall be on probation for a period of one (1) year. The probationary period may be extended by the Commission if such is deemed to be necessary. If the appointee proves unsatisfactory or unfit for continuance in the service during the probationary period, the appointee shall be terminated without recourse on recommendation of the Chief.

SECTION 3. The applicable provisions of Section 62.13 (5m), Wisconsin Statutes, shall apply to dismissal and re-employment.

SECTION 4. Seniority shall terminate upon the occurrence of any of the following:

- (A) discharge for just cause,
- (B) resignation, or
- (C) retirement.

SECTION 5. See Article XIII, Section 7, for reinstatement of employee seniority for vacation purposes.

ARTICLE VII - COMPENSATION

SECTION 1. Salaries of the employees in the bargaining unit shall be established as shown in Appendix A.

SECTION 2. STEP INCREMENTS. Employees will move from the minimum step in the pay range to the maximum step in the pay range in annual increments from the date of appointment. Any employee promoted or reclassified to a higher paying position shall be advanced to that step of the salary range of the higher paying position which will result in a pay increase of not less than Eight Dollars (\$8.00) bi-weekly.

SECTION 3. LONGEVITY ALLOWANCE. All full-time employees of the City of West Allis Fire Department shall be paid a longevity allowance in addition to their basic salaries, said allowance to consist of Five Dollars (\$5.00) per month for every five (5) years of consecutive service with the City, with a maximum allowance of Twenty-five Dollars (\$25.00) per month.¹ Full-time employment by the City, in any classification, shall be used in computing the longevity allowance.

SECTION 4. PAYDAYS. Departmental paydays for all employees shall be on Friday of the bi-weekly pay period or, if that Friday is a banking holiday, the preceding business day. All employees shall be enrolled in Direct Deposit.

SECTION 5.

(A) Appendix A of this Agreement shall govern out of classification pay.

(B) Article XI of this Agreement shall govern overtime compensation.

(C) Article XII of this Agreement shall govern holiday benefits and pay.

(D) Article VIII of this Agreement shall govern clothing maintenance.

(E) Appendix A of this Agreement shall govern the base compensation.

SECTION 6. All employees of the West Allis Fire Department shall be or will become, as directed by

¹ Effective January 1, 2000, longevity allowance shall only be paid to full-time employees of the City of West Allis Fire Department with fifteen (15) years or more of consecutive service. Effective February 7, 2023, a longevity allowance will no longer be paid to any employees covered under this Agreement.

the Board of Police and Fire Commissioners, licensed by the State of Wisconsin as Emergency Medical Technicians (EMT). The Emergency Medical Technician license shall be maintained in effect at all times and encompasses all job duties up to (but not including) EMT-Paramedic.

ARTICLE VIII - UNIFORMS

SECTION 1. The City shall maintain a uniform replacement fund. The uniform replacement fund shall be administered by the Fire Department for the purpose of uniform and personal equipment replacement. The Chief or designated representative shall periodically inspect the uniforms and equipment of the employees and may order any needed uniforms and equipment to be purchased from such fund. Amounts in said uniform replacement fund shall at all times be considered as City property, until needed and used.

SECTION 2. All new hires to the Fire Department shall provide all required non-protective uniforms at their expense. Uniforms so purchased shall be the employee's personal property. The City shall provide at no cost to the employee all required fire fighting protective clothing. All new protective clothing and equipment shall meet or exceed NFPA standards. The equipment shall include a protective coat, bunker pants, gloves, bunker boots, hoods, helmet, and suspenders. The City shall also provide without cost the spectacle kit and lenses if they are needed.

ARTICLE IX - HOURS OF WORK

SECTION 1. For purposes of scheduling work, the fire fighting and rescue personnel of the Fire Department shall be divided into three (3) platoons, pursuant to Section 62.13 (11) (a), Wisconsin Statutes. The normal duty day shall commence at 0800, unless provided otherwise in this Agreement.

SECTION 2.

(A) The work schedule of non-civilian (sworn) employees of the Fire Department will be a repetitive tour of duty cycle consisting of twenty-four (24) hours on continuous active duty, followed by forty-eight (48) continuous hours off duty, which results in an average 56-hour work week and a 2912.00-hour work year, except:

(1) For 8-hour employees;

(2) In cases of positive necessity occasioned by some sudden and serious emergency which in the judgment of the Chief demands that such work schedule not be followed, in which event, scheduled off days will be rescheduled at such times as will not impair the efficiency of the Department.

(B) Work Reduction Days are days off, with compensation, authorized for 24-hour employees who work a 24-hour duty shift. The effect of Work Reduction Days is to reduce the average work week to 51.84 hours in 1991, and thereafter, and the basic work year to 2695.68 hours in 1991, and thereafter. Work Reduction Days are intended to secure compliance with the standards prescribed by the federal Fair Labor Standards Act (FLSA) and the implementing regulations prescribed by the Department of Labor relating to the length of the work week for employees within the fire service.

(1) Effective January 1, 1991, and on January 1 of each year thereafter, an FLSA sub-account within the compensatory time account on each 24-hour shift employee (Article XI) will be credited with 216 hours in work reduction/compensatory time. Compensatory time, credited in this manner will be distributed and taken during the course of the subsequent calendar year as

- nine (9) Work Reduction Days, consisting of nine (9) periods of twenty-four (24) hours each.
- (2) Work Reduction Days will be selected as provided in the departmental order attached as Appendix B.
 - (3) Within each FLSA work period, prescribed by Department order, a 24-hour shift employee may work a greater number of scheduled work hours than authorized by FLSA regulations, relating to overtime. Any overtime compensation to which an employee may be entitled under this circumstance shall be taken as, applied to and satisfied by the 216 hours in 1991, and thereafter, of work reduction/compensatory time, credited as of January 1 of each year.
 - (4) Any balance of the 216 credited hours of work reduction/compensatory time in 1991, and thereafter, as to which FLSA overtime hours have not been applied and satisfied, will nonetheless be taken as work reduction hours and will not be available for compensation under Article XI, Overtime, of this Agreement.
 - (5) At the time an employee leaves the service of the City for any reason, the 216 hours of work reduction/compensatory time in 1991, and thereafter, credited as of January 1 of each year, shall be considered to have been accrued by the employee at the rate of eighteen (18) hours per month in 1991, and thereafter. An employee appointed on or before the 15th day of any month will be considered to have accrued eighteen (18) hours of work reduction/compensatory time in 1991, and thereafter, for the entire month and an employee appointed after the 15th day of any month will be considered to have accrued no hours of work reduction/compensatory time for that month. Upon leaving the service of the City, an employee shall be paid at straight time for accrued Work Reduction Days which have not been taken. An employee who shall have taken Work Reduction Days which have not been accrued and as to which FLSA overtime hours have not been applied, shall have payment for such Work Reduction Days deducted from the employee's final pay upon termination of employment.

SECTION 3. The regular work schedule for all 8-hour employees shall consist of eight (8) hours per day which includes a lunch period break, for five (5) days per week which results in a forty (40) hour per

week work schedule. Regularly scheduled off days shall be Saturday and Sunday. Subject to the fire chief's approval, and when mutually agreed upon by the employee, 8-hour employees may work any modified schedule, not to exceed forty (40) hours per work week. Effective January 1, 1992, and on January 1 of each year thereafter, the compensatory time account for 8-hour employees will be credited with twenty-four (24) hours in work reduction/compensatory time to be taken as time only, subject to the Fire Chief's approval, with no carryover or payout provisions applying.

SECTION 4. The "report to position" practice has been implemented to replace the traditional "roll call" practice. This permits a member of the on duty platoon to be relieved from their position and excused from duty, by a "coming on duty" member at any time after 0700 hours. The following procedure shall apply to the "report to position" practice:

- (A) The report to position practice will not interfere with the current time trade practices during the last hour prior to the end of the tour of duty;
- (B) The most senior Fire Fighter on a piece of apparatus, shall be the first person relieved, from duty, by a coming on duty Fire Fighter;
- (C) When a member is not relieved by a coming on duty member, they shall remain on duty until 0800 hours, except in cases of less staff on the following shift and the member will not be relieved by another member. In these cases, the Station Commander shall excuse the member at 0750 hours;
- (D) If personnel are not relieved, because their replacement is late, the Captain and/or the Fire Fighting Division Battalion Chief shall determine if the employee can be excused at 0800 hours, or if they will be kept on duty at overtime rates of pay;
- (E) The traditional roll call shall be held at 0800 hours, for the coming on duty members only;
- (F) No compensation shall be paid to any employee coming on duty prior to 0800 hours of any day pursuant to the provisions of this Section.

SECTION 5. Any 24-hour duty employee, who is assigned to work a portion of their tour of duty in the Fire Prevention Bureau, and the balance of the tour of duty in fire fighting, etc. shall be considered as being part of the Fire Fighting Division.

SECTION 6. Off days including assigned vacation may be suspended in case of positive necessity by some sudden or serious emergency which, in the judgment of the Chief, demands that such off days or assigned vacation periods not be given at such time. Vacation and select holiday periods which are suspended shall be reassigned as provided in Article XIII, Vacations, and Article XII, Holidays, respectively. Other off days which are suspended shall be compensated as provided in Article XI, Section 7, Overtime. This Section shall not apply to an employee voluntarily working on an off day as part of a disciplinary action.

ARTICLE X - TIME TRADES

SECTION 1. A time trade is the circumstance wherein one (1) employee voluntarily works a full or partial tour of duty for another employee.

SECTION 2. Employees will be permitted to make unlimited time trades. Partial daytime trades during scheduled training school days, Tuesday through Friday inclusive, shall be limited to 0800 to 1200/1300 hours, 1200/1300 to 1600 hours, or 0800 to 1600 hours. Restrictions applying to partial daytime trades shall not apply on January 1, July 4, Thanksgiving Day and December 25.

SECTION 3. Time trades shall be made only with personnel capable of performing like duties.

SECTION 4. Except as provided in Section 5 below, time trades shall be the sole responsibility of the personnel involved in the time trades.

SECTION 5. The initiation of a time trade and the return of the time trade shall be recorded utilizing the departments scheduling software. The time trade must be approved and the form signed by the shift commander. Time trade requests may be filled out and submitted at any time prior to the start of a time trade, except as provided herein.

SECTION 6. Short notice time trades (less than seventy-two (72) hours notice) shall not be permitted between personnel who cannot perform like duties except when the transfer of personnel from one (1) piece of apparatus to another within a station will keep qualified personnel on the apparatus. Any time trades, involving transfer of other personnel from one (1) station to another, shall be submitted on the proper form at least seventy-two (72) hours prior to the start of the time trade. For purposes of short notice time trades, EMT certification will be considered as like duties, when the employee initiating the trade is assigned to a rescue squad. Transfer of personnel shall be permitted in such cases, subject, however, to Section 11, below.

SECTION 7. When an employee is promoted to a higher rank, they shall be allowed to pay back time owed to other employees or collect time owed to them by other employees not in the same rank.

SECTION 8. Personnel who fail to report for a time trade shall be penalized as follows:

(A) Except as provided in Paragraph (B), an employee shall not be permitted to initiate any time trade for a period of sixty (60) days if they fail to report for a time trade.

(B) An employee who reports late for a time trade shall be considered late, but shall not forfeit the time trade privilege. An employee's arrival for a time trade will be characterized as late, only if the employee has an acceptable reason for being late.

SECTION 9. In the event an employee working a time trade becomes sick before the workday starts, the employee shall follow current Policies and Procedures and Operating Guidelines of the West Allis Fire Department regarding sick leave notification. In the case of any time trades wherein the first member of a flip-flop trade is already working and the second member calls in sick, the first member shall finish the balance of the trade. If the second member cannot meet the obligation of the return time, they shall be charged with sick time.

SECTION 10. In the case of a time trade initiated by a Paramedic, if a trade cannot be made with other Paramedic personnel, the employee will be permitted to trade with personnel holding any level of EMT licensure who can perform like duties; provided, however, a backup trade with another Paramedic will be required if such is required to maintain three (3) Paramedics on duty during the second half of the trade. The backup trade will be available for contact during the one (1) hour period immediately preceding such trade and shall be required to report for duty if contacted by the Department within such period and if needed to maintain three (3) Paramedics on duty.

SECTION 11. The City shall not be liable for the pyramiding of overtime payments or extra compensation, other than out of classification pay, as the result of the voluntary exchange of duty hours by employees, nor shall the City assume any responsibility for the recovery or payment of time traded.

ARTICLE XI - OVERTIME

SECTION 1. All services performed by Fire Department employees in excess of the employee's regularly scheduled hours of employment, when such services are authorized by the Chief, Assistant Chief, Deputy Chief, or Battalion Chief, shall be considered overtime. The following provisions apply to personnel assigned to the Fire Fighting Division:

- (A) Personnel required to work overtime to maintain whatever minimum standards of staffing, as determined by the Board of Police and Fire Commission, will be reimbursed in cash for overtime worked on the basis of time and one-half, with a minimum payment of three (3) hours at straight time.
- (B) Personnel ordered to work, subsequent to being relieved from duty pursuant to Article IX, Section 4, will be reimbursed in compensatory time for such overtime worked on the basis of time and one-half, with a minimum payment of three (3) hours at straight time.
- (C) Personnel ordered to work overtime resulting from an extension of the working day due to a first alarm fire, multiple alarm fire, rescue call, service call and any other duties required of personnel in regard to such alarms and calls will be credited in compensatory time on the basis of time and one-half for such overtime worked, with no minimum credit.
- (D) Personnel required to work overtime for any purpose other than set forth in Paragraphs (A) through (C) above will be credited in compensatory time on the basis of time and one-half for such overtime worked, with a minimum credit of three (3) hours at straight time.
- (E) Hourly compensation or credits referred to in this Section shall be based on the hourly rate listed in Appendix A.

SECTION 2. Hourly compensation or credits referred to herein shall be computed by using the hourly rate listed in Appendix A.

SECTION 3. Overtime shall be computed as follows:

1 to 9 minutes	no credit
10 to 19 minutes	15 minutes

20 to 29 minutes	30 minutes
30 to 39 minutes	45 minutes
40 to 49 minutes	60 minutes
50 to 59 minutes	75 minutes
60 to 69 minutes	90 minutes
70 to 79 minutes	105 minutes
80 to 89 minutes	120 minutes
90 to 99 minutes	135 minutes
100 to 109 minutes	150 minutes
110 to 119 minutes	165 minutes
120 to 129 minutes	180 minutes
130 to 139 minutes	195 minutes
140 to 149 minutes	210 minutes
150 to 159 minutes	225 minutes
160 to 169 minutes	240 minutes
170 to 179 minutes	255 minutes
180 to 189 minutes	270 minutes
190 to 199 minutes	285 minutes
200 to 209 minutes	300 minutes
210 to 219 minutes	315 minutes
220 to 229 minutes	330 minutes
230 to 239 minutes	345 minutes
240 to 249 minutes	360 minutes
250 to 259 minutes	375 minutes
260 to 269 minutes	390 minutes
270 to 279 minutes	405 minutes

SECTION 4.

(A) Compensatory time earned pursuant to this Article may be used for time off when approved by the Chief. The City will grant compensatory time off. The taking of such compensatory time will not adversely affect the efficient, disciplined and orderly operation of the Department. Employees shall take compensatory time off in accordance with the following:

- (1) Requests to use compensatory time shall be completed utilizing the department's scheduling software. The request will be submitted not more than thirty (30) days prior to the requested time off. This time limit may be waived by the Chief under exceptional circumstances.
- (2) The employee shall be available one (1) hour prior to the starting of the compensatory time requested.
- (3) If the staffing level falls below the standards established by the Board of Police and Fire Commissioners, the employee requesting compensatory time must report for duty, or remain

on duty, or be permitted to make a short notice time trade in accordance with the time trade provisions Article X, Section 6, of this Agreement.

- (4) If an employee cannot be available one (1) hour prior to the starting of the compensatory time request, they shall have a backup time trade. The employee signing the backup time trade shall be available for one (1) hour prior to the starting of the compensatory time. If the employee signing the backup time trade cannot be available because of injury or illness, they shall be required to make arrangements to have another person available for the backup time trade.
 - (5) Employees taking compensatory time during scheduled training school days, Tuesday through Friday inclusive, shall be limited to 0800 to 1200/1300 hours, 1200 to 1600 hours or 0800 to 1600 hours. Restrictions regarding the taking of compensatory time shall not apply on January 1, July 4, Thanksgiving Day and December 25.
 - (6) An employee who fails to be available or report for duty at the designated time shall be penalized in accordance with Article X, Section 8, of this Agreement.
 - (7) These provisions shall not apply to emergency leave as set forth in Article XIV, Section 5, of this Agreement.
- (B) On the first payday of December of each year, employees will receive payment for or repay (at straight time) all hours of compensatory time or minus time that are listed in their account as of the last pay period ending in November of that year. Between October 1 and November 1 of each year, employees shall advise the Department Administration as to the number of hours, if any, which the employee wishes to carry forward to the subsequent calendar year. In addition, each employee shall have an option to receive payment in the first payday of March, June, September and December (at straight time) for all or any part of the hours remaining in their account as of the last pay period ending in the previous month, provided they notify the Department Administration Office one (1) week before or three (3) days after such pay period of their election and indicates the amount of such time to be paid. All hours to be paid under this paragraph will be canceled from the employee's account as of such pay period. All hours of compensatory time carried forward to a subsequent

calendar year, shall be taken solely as time off. Compensatory time, for which compensation is requested, must be paid on the first payday subsequent to the calendar year in which the compensatory time is accrued. When compensatory time is taken, accrued time shall first be reduced by those hours carried forward from previous calendar years. Effective January 1, 1994, all hours of compensatory time listed in an employee's account at the time of promotion will be paid at the rate of pay earned prior to promotion and deducted from the employee's account. All hours of compensatory time carried forward after the date of promotion, shall be taken solely as time off.

SECTION 5. The Chief shall establish a list for the purpose of personnel assignments of extra duty days for Fair Week, when an extra engine and personnel are assigned to the Fair Park Fire Station. This list shall be established, so as to evenly divide extra duty days among eligible personnel, taking into consideration seniority and the number of times worked in their rank. The following procedure will be followed:

- (A) Eligibility lists shall be established for Captains, Lieutenants, Equipment Operators and Fire Fighters to fill vacancies created by members transferred to activate the temporary State Fair Park Fire Station.
- (B) New employees completing their probationary year shall be placed in the last position at the time of completion of their probation.
- (C) Promotion to another rank at any time prior to the scheduled extra duty will automatically put an employee at the bottom of the list in their new rank.
- (D) A Fair Park eligibility list of employees and their position on said list shall be posted two (2) weeks prior to the time vacations are to be picked.
- (E) An employee, who is eligible, may refuse to work such overtime, and will still maintain their relative position for the following year. Should the employee refuse the extra duty the second year, they will revert to the last position of eligibility.
- (F) If an employee is sick or injured on an assigned day, the employee shall maintain their relative

position on the list for the following year.

(G) Such overtime shall be reimbursed in cash at time and one-half the employee's base rate of pay.

(H) Employees assigned to work an extra duty day for Fair Week shall not be permitted to make time trades or take compensatory time on the date of or during the extra duty day, subject to the provisions of Subsection (D), above.

(I) The selection of personnel to perform extra duty during Fair Week shall be based solely upon the selection list, without regard to platoon assignment.

SECTION 6. Whenever employees are called for extra duty to fill minimum staffing requirements, such personnel will be reimbursed in cash at time and one-half of their regular base hourly rates, for such time so worked.

SECTION 7. In the event, employees are required to work during any of their scheduled holidays or vacation days, for any reason, all such time worked by employees will be credited on the basis of time and one-half. In addition, vacation and holiday time lost will be rescheduled on the basis of straight time worked as provided in Article XIII, Vacation, and Article XII, Holidays, respectively.

ARTICLE XII - HOLIDAY COMPENSATION

SECTION 1.

(A) All employees shall receive holiday compensation payment on the first payday of December of each year. All 8-hour employees shall be entitled to eleven (11) duty days off in each calendar year. All holiday benefits shall be earned pursuant to the accrual provisions herein, and selected in accordance with current Departmental Orders covering Vacations and Holidays.

(B) Holiday pay shall be the equivalent of eleven (11), 8-hour days, which shall be paid at time and one half. The holiday pay hourly rate shall be computed on the basis of a 38.538-hour week.

SECTION 2. Holiday pay shall be earned at a monthly rate measured by dividing the annual holiday pay for that classification by twelve (12) and then multiplying by the number of months of service in any given calendar year. Holiday time off shall also be earned based on completed months of service. An employee appointed on or before the 15th of any month shall be considered to earn holiday benefits for the entire month and an employee appointed after the 15th of any month shall not earn holiday benefits until the succeeding month.

SECTION 3. An employee, who leaves the service of the City due to any reason shall be paid for earned holiday benefits. In case of the death of the employee, the earned holiday benefits of such employee shall be paid pursuant to Section 109.03 (3), Wisconsin Statutes.

SECTION 4. During the course of a year, an employee working both an 8-hour tour of duty and a 24-hour tour of duty shall have their holiday time off prorated. If an employee is promoted or demoted, the holiday pay shall be prorated.

SECTION 5. Any assigned holiday may be suspended, in case of positive necessity caused by some sudden and serious emergency which, in the judgment of the Chief, demands that such day off not be given at that time. The day will be rescheduled in accordance with Article IX, Section 6.

SECTION 6. Each year's holiday time off must be taken on or before December 31. Time not taken off before the end of the year shall be considered lost, however, individual employees may, if any holiday

cannot be rescheduled by the Chief, carry accumulated holiday time off into the next calendar year if the requested carryover is based on employee sickness, employee injury or Department operational requirements.

SECTION 7. Sections 5 and 6 above apply to 8-hour personnel only.

ARTICLE XIII - VACATIONS

SECTION 1. Employees of the Fire Department shall be entitled to and shall be granted vacation in accordance with the following schedules:

Years of completed service	24-hour employees monthly rate of accrual (1/12 annual rate)	24-hour employees annual vacation	8-hour employees monthly rate of accrual (1/12 annual rate)	8-hour employees annual vacation
1	10 Hours	5 Duty Days	7 Hours	2 Weeks and 1 Day
8	14 Hours	7 Duty Days	11 Hours	3 Weeks and 1 Day
12	16 Hours	8 Duty Days	12.5 Hours	3 Weeks and 3½ Days
16	18 Hours	9 Duty Days	14 Hours	4 Weeks and 1 Day
19	20 Hours	10 Duty Days	14 Hours	4 Weeks and 1 Day
20	20 Hours	10 Duty Days	14.5 Hours	4 Weeks and 2 Days
21	20 Hours	10 Duty Days	15 Hours	4 Weeks and 3 Days
22	20 Hours	10 Duty Days	16 Hours	4 Weeks and 4 Days
23	24 Hours	12 Duty Days	17 Hours	5 Weeks and 1 Day

SECTION 2. Vacation time shall be earned at a monthly rate measured from the employee's last anniversary date of appointment by dividing the accruable vacation by twelve (12) and then multiplying the number of months served.

SECTION 3. An employee appointed on or before the 15th day of any month shall be considered to accrue vacation for the entire month and an employee appointed after the 15th day of any month shall not accrue vacation until the first of the succeeding month.

SECTION 4. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment to the Department, but accumulation shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after three (3) months of service, be allowed vacation within the first year of appointment if the convenience of the service would be promoted thereby. However, if such an employee leaves the service of the Department before the completion of the initial twelve (12) month period, any vacation, so taken, shall be deemed unearned and payments made for the vacation shall be deducted from the employee's final pay upon termination of employment.

SECTION 5. Any vacation taken before it has been fully earned shall be considered time owed the City

until it is earned. Any employee who leaves the service of the Department will be paid for earned vacation time. In case of the death of an employee, the accrued vacation allowance of such employee shall be paid pursuant to Section 109.03 (3), Wisconsin Statutes. Any employee who leaves the service of the Department will have the compensation for the vacation time owed the City deducted from their final pay.

SECTION 6. Each year's vacation must be taken on or before December 31. Vacation time not taken off before the end of the calendar year will be considered lost; however, this does not include time accrued since the employee's last anniversary date for vacation accrual purposes. Individual employees may, if any such vacation time cannot be rescheduled by the Chief, carry accumulated vacation into the next calendar year if the requested carryover is based on employee illness, employee injury, or Department operational requirements. The selection of vacation days carried into the next year will have precedence over selection of Work Reduction Days.

SECTION 7. When an employee has resigned from the Department's service and applies for reinstatement, the Board of Police and Fire Commissioners may, in its sole discretion, grant the employee credit for prior service with the Department for vacation purposes if the situation should warrant such action.

SECTION 8. For purposes of vacation entitlement, an employee will receive credit for previous full-time City employment, upon the condition that such service has been continuous, not interrupted by intervening, full-time employment with another employer.

SECTION 9. The Chief shall determine and establish vacation schedules, being guided by the practical considerations involved in the efficient operation of the Department and the need to maintain the necessary strength of personnel. Selection of vacation within the vacation schedule shall be in accordance with current Departmental Orders on Vacation Scheduling.

SECTION 10. Pursuant to Article IX, Section 6, any days of assigned vacation may be suspended, in case of positive necessity caused by some sudden and serious emergency, which, in the judgment of the Chief, demands that such days not be given at such time.

ARTICLE XIV - LEAVES OF ABSENCE

SECTION 1. SICK LEAVE. See Article XV.

SECTION 2. MILITARY LEAVE. See Article XVII.

SECTION 3. FUNERAL LEAVE. See Article XVIII.

SECTION 4. JURY DUTY. Permanent full-time employees shall be granted time off with pay for jury service upon presentation of satisfactory evidence relating to such service. Any compensation received (exclusive of travel pay) for such duty or service shall be immediately paid over to the City Treasurer.

SECTION 5. EMERGENCY LEAVE/LEAVE OF ABSENCE. Extended leave of absence and emergency leave shall be governed by the Rules of the Board of Police and Fire Commissioners of the City of West Allis and the Policies and Procedures, Operating Guidelines and Department Orders of the West Allis Fire Department.

ARTICLE XV-A - SICKNESS DISABILITY PROGRAM - A

SECTION 1. All employees represented by the bargaining unit shall, after a term of employment of six (6) months, be qualified to receive payment from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment. It is understood that all employees shall be entitled to full benefits under the program for each incident of sickness except as hereinafter provided. Sickness disability payments shall terminate when disability for work ceases and shall, in no case, extend beyond the periods hereinafter provided.

SECTION 2. The administration of this Sickness Disability Program shall be accomplished by the Chief under such Policies and Procedures and Operating Guidelines as may be prescribed by the Board of Police and Fire Commissioners. The several provisions of this Article shall not be understood to infringe on the statutory power of the Board of Police and Fire Commissioners to conduct investigations and the Board may, at any time, conduct investigations into the operation of the Sickness Disability Program.

SECTION 3. The word "sickness" as it occurs in these provisions shall be understood to include bodily disease and afflictions affecting an employee, except as hereinafter stated, whether or not a precise diagnosis is possible, when such disease is in fact disabling. Sickness shall include any ailment or condition due to bodily injury except such injuries as are exempt because compensable under the Worker's Compensation Act. Injury may be either traumatic, such as that received from falls, wound, and contusions, or may consist of such conditions as heat prostration or electric shock. Mental or nervous afflictions may be recognized as sickness when they take the form of mental diseases recognized by the medical profession and are diagnosed by a health care provider or qualify as having a serious health condition for FMLA purposes. Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular conditions necessitating attention by an optometrist or ophthalmologist may be recognized as a proper cause for granting sick leave.

SECTION 4. Beginning on the date of execution of this contract, the sickness disability benefits shall be

as follows:

(A) Short Term Disability

- (1) If the employee has completed less than one (1) year of service, no coverage in the amount of eight (8) uncompensated hours for each day the employee remains upon the sick list. An employee with less than one (1) year of service who fails to notify the Department Administration that they are unfit to be removed from the sick list and/or is contacted for a call back or second alarm, shall be subject to disciplinary action.
- (2) If the employee has completed one (1) year of service but less than two (2) years of service:
 - (a) For employees working 8-hour tours of duty, full pay for the third through fifth consecutive working days of absence;
 - (b) For employees working 24-hour tours of duty, full pay for the ninth consecutive hour of absence and continuing for the remainder of the working day. If the employee is absent the next assigned working day, they shall be paid for the ninth consecutive hour of absence of that working day and continuing for the remainder of that working day.
- (3) If the employee has completed two (2) years of service but less than five (5) years of service:
 - (a) For employees working 8-hour tours of duty, full pay for the second through fifth consecutive working days of absence;
 - (b) For employees working 24-hour tours of duty, full pay for the ninth consecutive working hour of absence and continuing through the second consecutive working day of absence.
- (4) If the employee has completed five (5) years of service:
 - (a) For employees working 8-hour tours of duty, full pay for the first through fifth consecutive working days of absence;
 - (b) For employees working 24-hour tours of duty, full pay for the first through the second consecutive working day of absence.

(B) Long Term Disability

- (1) If the employee has completed less than six (6) months of service, no coverage.

- (2) If the employee has completed six (6) months of service but less than two (2) years of service, half pay for fifty-two (52) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (3) If the employee has completed two (2) years of service but less than five (5) years of service, full pay for four (4) weeks then half pay for an additional forty-eight (48) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (4) If the employee has completed five (5) years of service but less than ten (10) years of service, full pay for thirteen (13) weeks then half pay for an additional thirty-nine (39) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (5) If the employee has completed ten (10) years of service but less than fifteen (15) years of service, full pay for twenty (20) weeks and then half pay for an additional thirty-two (32) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (6) If the employee has completed fifteen (15) years of service but less than twenty (20) years of service, full pay for twenty-six (26) weeks then half pay for an additional twenty-six (26) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (7) If the employee has completed twenty (20) years of service but less than twenty-five (25) years of service, full pay for thirty-nine (39) weeks then half pay for an additional thirteen (13) weeks

commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.

- (8) If the employee has completed more than twenty-five (25) years of service, full pay for fifty-two (52) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (9) "Full pay" and "half pay" shall be based on the employee's normal rate of pay as established by Appendix A including longevity, Paramedic pay, and EMT pay if applicable, but excluding any other pay such as, but not limited to, overtime, shift premiums, special duty pay, vacation accrual, holiday pay accrual, clothing maintenance allowance, and incentive pay for the Bureau Heads, and automobile allowance.

SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS. Thirty (30) days from the date a health care provider determines that an employee, receiving long term disability benefits, is permanently and totally disabled, or that the employee will never return to unrestricted duty within the fire service, or will not return to unrestricted duty for a period exceeding one (1) year, an employee will make application for disability retirement benefits through the Department of Employee Trust Funds. Thirty (30) days after certification of disability by the Department of Employee Trust Funds, or within thirty (30) days after receipt of the decision of an Administrative Law Judge/hearing examiner, of the Worker's Compensation Division, Department of Workforce Development, determining the employee eligible for benefits under Section 40.65, Wisconsin Statutes, long term disability benefits will cease. Employment will simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

SECTION 6. An employee whose long term disability benefits cease between January 1, 2022 through December 31, 2025, under the conditions set forth in Section 5 above, may participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised

Municipal Code and, if applicable, payment of the premium share addressed in Article XVI, Section 1.

SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the authority of the City to require an employee, receiving long term disability benefits, to submit periodic medical reports, as well as to require the employee to be examined by a health care provider retained by the City.

SECTION 8. The employee is to give notification of sickness to their immediate supervisor prior to the scheduled work starting time. In the event the employee has not given such prior notification, sick leave may be granted by the Chief if the circumstances justify it.

SECTION 9. If an employee has received long term disability benefits for any period and is again absent on account of the same sickness within two (2) weeks after the termination of such period, any remaining long term benefits shall begin on the first day of absence.

SECTION 10. Successive periods of sickness from any single cause shall be counted together as one (1) period in computing the period during which an employee shall be entitled to benefits, except that any sickness occurring after an employee has returned to work and has been continuously engaged thereafter in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. Vacation periods of more than one (1) workday taken during the thirteen (13) week continuous service obligation, shall extend such obligation by the amount of vacation time taken. Any other off time of one (1) workday or less will be counted as part of the thirteen (13) week service obligation.

SECTION 11.

(A) Vacation Accrual

- (1) Loss of vacation accrual shall begin after three (3) consecutive months on long term disability, at a loss rate of 1/12 of the employee's annual vacation entitlement for the third month and 1/12 for each succeeding full month on long term disability.
- (2) If an employee goes on long term disability leave on or before the 15th day of the month, they shall be considered to be on long term disability leave for the complete month and if the

employee goes on long term disability leave after the 15th day of a month, that month will not be considered for loss of vacation accrual. If the employee returns to duty prior to completing any full month on long term disability, that month shall not be considered for loss of vacation accrual. If an employee is on long term disability leave on December 31, loss of vacation accrual will, nonetheless, continue into the next year.

(3) Sections 9 and 10 of this Article shall apply to loss of vacation accrual.

(4) If an employee is on long term disability leave on their appointment date, loss of vacation accrual will nonetheless continue.

(B) Holiday Accrual

(1) Loss of holiday pay accrual shall begin after three (3) consecutive months on long term disability, at a loss rate of 1/12 of the employee's holiday pay for the third month and 1/12 for each succeeding full month on long term disability.

(2) If the employee goes on long term disability leave on or before the 15th day of a month, they shall be considered to be on long term disability leave for the complete month and if the employee goes on long term disability leave after the 15th day of a month, that month will not be considered for loss of holiday pay accrual. Likewise, if the employee returns to duty prior to completing any full month on long term disability that month shall not be considered for loss of holiday pay accrual.

(3) Holiday pay is paid for the period of January 1 through December 31 of each year. If an employee is on long term disability leave on December 31, loss of holiday pay accrual will nonetheless continue into the next year.

SECTION 12. This program shall not apply to time lost due to accidental injury arising out of and in the course of employment for the City.

SECTION 13. CERTIFICATION OF SICKNESS.

(A) Sick leave of five (5) consecutive working days or less for 8-hour personnel or of two (2) consecutive scheduled platoon days or less for 24-hour personnel may be permitted without

requiring the employee to submit a health care provider's certification of sickness or illness provided the Chief has other satisfactory evidence of bona fide illness. A one day temporary platoon transfer shall not be considered as a scheduled platoon day for purposes of this paragraph. The granting of sick leave without the necessity of a health care provider's certification is in all cases discretionary with the Chief and shall be subject to such verification as they see fit to require at City expense for the first incident and at employee expense for all subsequent incidents within a twelve (12) month period, upon written notice to the employee. The City shall not pay the expense of any sick leave verification required as the result of a pattern of sick leave use which, subsequent to employee counseling, suggests to the Department Administration that an employee is abusing sick leave benefits. If an employee is outside West Allis at the time of the request for sickness disability, payments shall be made for only certified sickness.

- (B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour personnel or beyond the second consecutive scheduled platoon day of absence for 24-hour personnel, a statement from a health care provider (when appropriate) certifying the nature and extent of the sickness and the anticipated date of return is required in all cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour employees until certification is received by the Chief. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for the purpose of this paragraph.
- (C) Employees receiving long term disability benefits shall periodically submit reports regarding the nature of the sickness. Said reports shall include the health care provider's estimate of the date the employee will be able to return to duty. The Chief, keeping in mind the nature of the sickness, shall determine the interval between reports.
- (D) An employee, upon returning to work after receiving long term disability benefits, shall submit a health care provider's report certifying that the employee is able to return to full duty.
- (E) The word health care provider as it occurs herein is defined as provided under State and Federal

FMLA – a doctor of medicine, doctor of osteopathy, physician’s assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, or Christian Science Practitioner.

SECTION 14. An employee with less than five (5) years of service credited may utilize accrued vacation or compensatory time to offset any period of unpaid absence under Section 4, above.

SECTION 15. Sick leave will not be granted in cases of sickness occurring on vacation. Vacation days will not be rescheduled as the result of sickness occurring in the course of a period of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first day of a scheduled vacation period and continuing on the first and subsequent days of a scheduled vacation period, only under the following conditions:

(A) The Department Administration must be provided notice of the fact of the employee's sickness occurring prior to the first day of a scheduled vacation period, and that a health care provider’s certificate will be timely provided to the Department Administration;

(B) Within three (3) calendar days of the notice provided under Paragraph (A) above, the employee will provide to the Department Administration or have postmarked, a Department Form FD-52, Medical Certification/Release, completed by a treating health care provider, certifying the fact of employee sickness occurring prior to the first day of a scheduled vacation period. Failure or inability of a treating health care provider to certify the fact of sickness prior to a scheduled vacation period will result in denial of sick leave for the scheduled vacation period and the vacation period will proceed as scheduled.

(C) Certification upon a Department Form FD-52, of an employee's fitness to return to duty during a scheduled vacation period, shall result in the termination of sick leave and continuation of the balance of the employee's scheduled vacation period. An employee receiving long term disability benefits on the first day of a vacation period, scheduled in advance of the onset of sickness, may reschedule the vacation period on future dates. The actual dates upon which vacation days are rescheduled, pursuant to this Section, shall be a matter within the discretion of the Chief

of the Department.

SECTION 16. Willful violation of any of the Policies and Procedures and Operating Guidelines of sick leave by an employee or willful making of any false report regarding illness or sick leave shall subject the employee committing such violation or making such false report to disciplinary action and shall be considered cause for discharge, suspension or demotion, subject to the law and rules regulating such actions.

SECTION 17. An employee, receiving sickness or injury disability benefits, may leave the City with the permission of their health care provider during the period of such disability, commencing on the second consecutive day of absence. However, prior to leaving the City for a period of twenty-four (24) hours or more, the employee will advise the Department Administration of their intent to leave the City and will provide, whenever possible, a phone number and address at which the employee may be reached while outside the City. If the employee anticipates that the period of absence is to be greater than seven (7) days in duration, the employee shall, prior to leaving the City, submit a written report to the Chief. Such report shall include:

- (A) A health care provider's statement disclosing the nature of the disability, that the employee is fit to travel, and an estimate by the health care provider as to the date the employee will be able to return to duty.
- (B) An address at which the employee may be reached while outside the City.
- (C) A telephone number at which the employee may be reached while outside the City. Employees on long term disability leave who have left the City, shall be subject to the provisions of Section 10 of this Article.

SECTION 18. An employee on long term disability leave, who sustains an injury in the course of performing work for another employer, shall advise the Department Administration of the occurrence of the injury. Payments made to the employee pursuant to the terms of this Article, shall be reduced by the amount of worker's compensation payments, if any, received by the employee as the result of the off duty injury.

ARTICLE XV-B - SICKNESS DISABILITY PROGRAM - B²

SECTION 1. All employees represented by the bargaining unit shall be qualified to receive payment from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment. Sickness disability payments shall terminate when disability for work ceases and shall, in no case, extend beyond the periods hereinafter provided.

SECTION 2. The administration of this Sickness Disability Program shall be accomplished by the Chief under such Policies and Procedures and Operating Guidelines as may be prescribed by the Board of Police and Fire Commissioners. The several provisions of this Article shall not be understood to infringe on the statutory power of the Board of Police and Fire Commissioners to conduct investigations and the Board may, at any time, conduct investigations into the operation of the Sickness Disability Program.

SECTION 3. The word "sickness" as it occurs in these provisions shall be understood to include bodily disease and afflictions affecting an employee, except as hereinafter stated, whether or not a precise diagnosis is possible, when such disease is in fact disabling. Sickness shall include any ailment or condition due to bodily injury except such injuries as are exempt because compensable under the Worker's Compensation Act. Injury may be either traumatic, such as that received from falls, wound, and contusions, or may consist of such conditions as heat prostration or electric shock. Mental or nervous afflictions may be recognized as sickness when they take the form of mental diseases recognized by the medical profession and are diagnosed by a health care provider or qualify as having a serious health condition for FMLA purposes. Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular conditions necessitating attention by an optometrist or

² Effective January 1, 1996, all new hires are required to participate in "Sickness Disability Program - B". Employees hired prior to January 1, 1996 and currently in Sickness Disability Program - A, may change to Program - B anytime during the term of the 1996-98 contract with a thirty (30) day notice to the Human Resources Office. This change is irreversible. Current employee balances will be equal to the years of service (X 80 hours) less sick time used during prior years of service.

ophthalmologist may be recognized as a proper cause for granting sick leave.

SECTION 4. BENEFITS. Beginning on the date of execution of this contract, the sickness disability benefits shall be as follows:

(A) 24-hour personnel shall earn 15 hours of sick leave per month.

(B) 8-hour personnel shall earn 6.67 hours per month.

SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS. Thirty (30) days from the date a health care provider determines that an employee is permanently and totally disabled, or that the employee will never return to unrestricted duty within the fire service, or will not return to unrestricted duty for a period exceeding one (1) year, an employee will make application for disability retirement benefits through the Department of Employee Trust Funds. Thirty (30) days after certification of disability by the Department of Employee Trust Funds, or within thirty (30) days after receipt of the decision of an Administrative Law Judge/hearing examiner, of the Worker's Compensation Division, Department of Workforce Development, determining the employee eligible for benefits under Section 40.65, Wisconsin Statutes, sickness disability benefits will cease. Employment will simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

SECTION 6. An employee whose sickness disability benefits cease between January 1, 2022, through December 31, 2025, under the conditions set forth in Section 5 above, may participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised Municipal Code and, if applicable, payment of the premium share addressed in Article XVI, Section 1.

SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the authority of the City to require an employee, receiving sickness disability benefits, to submit periodic medical reports, as well as to require the employee to be examined by a health care provider retained by the City.

SECTION 8. The employee is to give notification of sickness to their immediate supervisor prior to the scheduled work starting time. In the event the employee has not given such prior notification, sick leave may be granted by the Chief if the circumstances justify it.

SECTION 9.

(A) Vacation Accrual

- (1) Loss of vacation accrual shall begin after three (3) consecutive months on sickness disability, at a loss rate of 1/12 of the employee's annual vacation entitlement for the third month and 1/12 for each succeeding full month on sickness disability.
- (2) If an employee goes on sickness disability leave on or before the 15th day of the month, they shall be considered to be on sickness disability leave for the complete month and if the employee goes on sickness disability leave after the 15th day of a month, that month will not be considered for loss of vacation accrual. If the employee returns to duty prior to completing any full month on sickness disability, that month shall not be considered for loss of vacation accrual. If an employee is on sickness disability leave on December 31, loss of vacation accrual will, nonetheless, continue into the next year.
- (3) If an employee is on sickness disability leave on their appointment date, loss of vacation accrual will nonetheless continue.

(B) Holiday Accrual

- (1) Loss of holiday pay accrual shall begin after three (3) consecutive months on sickness disability, at a loss rate of 1/12 of the employee's holiday pay for the third month and 1/12 for each succeeding full month on sickness disability.
- (2) If the employee goes on sickness disability leave on or before the 15th day of a month, they shall be considered to be on sickness disability leave for the complete month and if the employee goes on sickness disability leave after the 15th day of a month, that month will not be considered for loss of holiday pay accrual. Likewise, if the employee returns to duty prior to completing any full month on sickness disability that month shall not be considered for loss of holiday pay accrual.
- (3) Holiday pay is paid for the period of January 1 through December 31 of each year. If an employee is on sickness disability leave on December 31, loss of holiday pay accrual will

nonetheless continue into the next year.

SECTION 10. This program shall not apply to time lost due to accidental injury arising out of and in the course of employment for the City.

SECTION 11. CERTIFICATION OF SICKNESS.

(A) Sick leave of five (5) consecutive working days or less for 8-hour personnel or of two (2) consecutive scheduled platoon days or less for 24-hour personnel may be permitted without requiring the employee to submit a health care provider's certification of sickness or illness provided the Chief has other satisfactory evidence of bona fide illness. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for purposes of this paragraph. The granting of sick leave without the necessity of a health care provider's certification is in all cases discretionary with the Chief and shall be subject to such verification as they see fit to require at City expense for the first incident and at employee expense for all subsequent incidents within a twelve (12) month period, upon written notice to the employee. The City shall not pay the expense of any sick leave verification required as the result of a pattern of sick leave use which, subsequent to employee counseling, suggests to the Department Administration that an employee is abusing sick leave benefits. If an employee is outside West Allis at the time of the request for sickness disability, payments shall be made for only certified sickness.

(B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour personnel or beyond the second consecutive scheduled platoon day of absence for 24-hour personnel, a statement from a health care provider (when appropriate) certifying the nature and extent of the sickness and the anticipated date of return is required in all cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour employees until certification is received by the Chief. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for the purpose of this paragraph.

(C) Employees receiving sickness disability benefits shall periodically submit reports regarding the

nature of the sickness. Said reports shall include the health care provider's estimate of the date the employee will be able to return to duty. The Chief, keeping in mind the nature of the sickness, shall determine the interval between reports.

(D) An employee, upon returning to work after receiving sickness disability benefits, shall submit a health care provider's report certifying that the employee is able to return to full duty.

(E) The word health care provider as it occurs herein is defined as provided under State and Federal FMLA – a doctor of medicine, doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, or Christian Science Practitioner.

SECTION 12. Sick leave will not be granted in cases of sickness occurring on vacation. Vacation days will not be rescheduled as the result of sickness occurring in the course of a period of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first day of a scheduled vacation period and continuing on the first and subsequent days of a scheduled vacation period, only under the following conditions:

(A) The Department Administration must be provided notice of the fact of the employee's sickness occurring prior to the first day of a scheduled vacation period, and that a health care provider's certificate will be timely provided to the Department Administration;

(B) Within three (3) calendar days of the notice provided under Paragraph (A) above, the employee will provide to the Department Administration or have postmarked, a Department Form FD-52, Medical Certification/Release, completed by a treating health care provider, certifying the fact of employee sickness occurring prior to the first day of a scheduled vacation period. Failure or inability of a treating health care provider to certify the fact of sickness prior to a scheduled vacation period will result in denial of sick leave for the scheduled vacation period and the vacation period will proceed as scheduled.

(C) Certification upon a Department Form FD-52, of an employee's fitness to return to duty during a scheduled vacation period, shall result in the termination of sick leave and continuation of the

balance of the employee's scheduled vacation period. An employee receiving sickness disability benefits on the first day of a vacation period, scheduled in advance of the onset of sickness, may reschedule the vacation period on future dates. The actual dates upon which vacation days are rescheduled, pursuant to this Section, shall be a matter within the discretion of the Chief of the Department.

SECTION 13. Willful violation of any of the Policies and Procedures and Operating Guidelines of sick leave by an employee or willful making of any false report regarding illness or sick leave shall subject the employee committing such violation or making such false report to disciplinary action and shall be considered cause for discharge, suspension or demotion, subject to the law and rules regulating such actions.

SECTION 14. An employee, receiving sickness or injury disability benefits, may leave the City with the permission of their health care provider during the period of such disability, commencing on the second consecutive day of absence. However, prior to leaving the City for a period of twenty-four (24) hours or more, the employee will advise the Department Administration of their intent to leave the City and will provide, whenever possible, a phone number and address at which the employee may be reached while outside the City. If the employee anticipates that the period of absence is to be greater than seven (7) days in duration, the employee shall, prior to leaving the City, submit a written report to the Chief. Such report shall include:

- (A) A health care provider's statement disclosing the nature of the disability, that the employee is fit to travel, and an estimate by the health care provider as to the date the employee will be able to return to duty.
- (B) An address at which the employee may be reached while outside the City.
- (C) A telephone number at which the employee may be reached while outside the City.

SECTION 15. An employee on sickness disability leave, who sustains an injury in the course of performing work for another employer, shall advise the Department Administration of the occurrence of the injury. Payments made to the employee pursuant to the terms of this Article, shall be reduced by

the amount of worker's compensation payments, if any, received by the employee as the result of the off duty injury.

ARTICLE XVI - HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE

SECTION 1.

(A) Employees who participate in health insurance provided to them by the City in accordance with Section 2.76 (14) of the Revised Municipal Code shall pay the following monthly premium share contributions effective December 1, 2021 through December 31, 2025:

(1) Employees who, along with their spouse, participate in a City-sponsored Health Risk Assessment (HRA) shall contribute fifteen percent (15%) towards their monthly premium share.³

(2) Employees who, along with their spouse, do not participate in a City-sponsored Health Risk Assessment (HRA) shall contribute twenty percent (20%) towards their monthly premium share.⁴

(B) Any approved monthly premium share contribution increase shall be effective the first full payroll after the established date of the increase.

SECTION 2.

(A) An employee who retires between January 1, 2022 and December 31, 2025, shall be eligible to participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised Municipal Code and, if applicable, payment of the premium share addressed in Section 1 above.

(B) Effective January 1, 1986, a retiring employee may elect to participate in the health insurance program through payment of fifty percent (50%) of the prescribed premium until they and the employee's spouse reach age 65. This is an irrevocable decision which will be made at the time of retirement.

SECTION 3. The City's safety eyeglass program shall continue in effect.

³ If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in (A)(1). An employee's eligible child(ren) may participate in City-sponsored HRA's

⁴ If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in (A)(1). An employee's eligible child(ren) may participate in City-sponsored HRA's

SECTION 4. Employees shall be covered for life insurance under the State of Wisconsin Life Insurance Program in accordance with Section 40.70 through 40.74, Wisconsin Statutes. The City shall pay one hundred percent (100%) of the employee life insurance premium under the City's existing Wisconsin Group Life Insurance Program for each employee enrolled.

SECTION 5.

(A) Effective January 1, 1981, employees within the bargaining unit shall be covered for dental insurance under the dental insurance program established for employees within the managerial, supervisory, confidential and professional service of the City of West Allis, pursuant to City Resolution No. 19987, July 1, 1980.

(B) The City shall pay one hundred percent (100%) of the premium for dental insurance effective January 1, 2022 through December 31, 2025.

ARTICLE XVII - MILITARY LEAVE

SECTION 1. It is the policy of the City of West Allis to provide for the reinstatement of officers and employees when they enter military service in times of national emergency and to encourage its officers and employees to affiliate with reserve components of the military establishment to further the preparedness of the nation and to insure that the officer and employee sustain no financial loss as a consequence of fulfilling their obligations as a responsible citizen.

SECTION 2. Any full-time employee other than any person employed on a provisional basis who is now or hereafter becomes an active member of the military during a period officially proclaimed to be a national emergency or a limited national emergency or under PL 87-117 shall be granted a leave of absence during the period of such service. Upon completion or release from active duty under honorable conditions, the person shall be reinstated to the position held at the time said leave of absence was taken or to a position of like seniority, status, pay and salary advancement; provided, however, that the employee still be qualified to perform the duties of the position or similar positions and if the employee is not so qualified, the employee shall be employed in such position for which they shall be qualified at seniority status, pay and salary advancement of the position held at the time of taking such leave. Any person occupying a probationary status upon commencing military leave, shall revert to such status upon reinstatement. The person appointed to fill such position during the absence of the employee on military leave shall, upon the latter's reinstatement, be transferred to a similar position if one is available. If not, the name of that employee shall be placed on the appropriate reinstatement list in accordance with the rules of the Police and Fire Commission. All military leaves of absence shall be terminated in case a person granted such leave shall fail to make application for re-employment within ninety (90) days after being released from active service in the military of the United States, unless such person is hospitalized by the United States Government for a disability incurred or aggravated in line of duty in which case the ninety (90) day period shall be enforced after discharge from the hospital. In the event the person continues to remain on active duty after being eligible for release or discharge,

application for reinstatement shall be made within fifteen (15) months after becoming so eligible. Nothing contained herein shall be construed as limiting the authority of the Board of Police and Fire Commissioners to require a person to provide positive proof of discharge under honorable conditions or any other pertinent administrative data.

SECTION 3. Except as provided in Section 4, any employee other than those employed on a provisional basis shall be granted a leave of absence not to exceed fifteen (15) successive days, including Saturdays, Sundays, and legal holidays, during the calendar year to take training as members of a reserve component of the military establishment whether under the direction of the state or federal authorities. Said leave shall be granted by the Chief on presentation of satisfactory evidence of military authority to take such training. The Finance Director/Comptroller shall pay to the person for the period of such leave, including travel time, the difference between the employee's salary (without overtime) and the employee's basic military pay if the military pay is the lesser. The Finance Director/Comptroller shall require the person to furnish proof as to the number of days spent on active duty training, including travel time, and as to the amount of basic military pay by certified copy of the person's orders, or such other form as the Finance Director/Comptroller may, in their judgment, deem acceptable.

SECTION 4. Leave of absence for training or other valid military purpose beyond the fifteen (15) days limitation set forth herein may be granted by the Chief, but, in no event, shall such leave exceed forty-five (45) consecutive days including Saturdays, Sundays and legal holidays during any calendar year.

ARTICLE XVIII - FUNERAL LEAVE

SECTION 1. In case of the death of the employee's spouse, child, step-child, mother, father, mother-in-law, and father-in-law, the Chief shall grant up to seven (7) calendar days leave, if needed, but:

(A) Not exceeding two (2) workdays for 24-hour employees, or forty-eight (48) hours total;

(B) Not exceeding five (5) workdays for 8-hour employees, or forty hours (40) total.

SECTION 2. In case of the death of the employee's brother, sister, son-in-law or daughter-in-law (and step relations of the same relationships), the Chief shall grant leave, if needed, as follows:

(A) Not exceeding one (1) workday for 24-hour employees, or twenty-four (24) hours total.

(B) Not exceeding three (3) workdays for 8-hour employees, or twenty-four (24) hours total.

SECTION 3. In case of the death of the employee's grandmother, grandfather, grandchild, aunt, uncle, brother-in-law⁵ and sister-in-law,⁶ and in exceptional circumstances, step relations of the same, the Chief shall grant leave, if needed, as follows:

(A) Not exceeding one (1) workday, twenty-four (24) hours, for 24-hour employees in order to attend the burial or memorial service in cases of cremation or donations where there is to be no burial or interment.

(B) Not exceeding one (1) workday, eight (8) hours, for 8-hour employees to attend the burial or memorial service in cases of cremation or donations where there is to be no burial or interment.

SECTION 4. In case of the death of any other relative, an employee will be permitted to make a time trade in order to attend the funeral.

SECTION 5. In case of the death of a co-worker, the Chief may grant up to one (1) workday leave in order to attend the funeral. Leave to attend the funeral of a co-worker shall be limited to two (2) employees represented by the bargaining unit.

⁵ The following 1979 definition provided by the City Attorney's Office is used for brother-in-law and sister-in-law: Deceased is married to employee's sibling or deceased is spouse's sibling.

⁶ The following 1979 definition provided by the City Attorney's Office is used for brother-in-law and sister-in-law: Deceased is married to employee's sibling or deceased is spouse's sibling.

ARTICLE XIX - DUTY INCURRED DISABILITY PAY

SECTION 1. Effective January 1, 1985, an employee who sustains an injury while performing within the scope of their employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), will receive eighty percent (80%) of base salary, as "injury pay," in lieu of worker's compensation for the period of time they may be temporarily, totally or partially, disabled because of this injury. Upon notification that a duty disability injury would require an employee to be off platoon assignment for a period of two (2) weeks or more, the employee will be required to start limited duty after a period of five (5) calendar days.

SECTION 2. Base salary is defined as base pay plus longevity, and paramedic pay if applicable, but excluding all other pays and allowances.

SECTION 3. In providing injury pay in an amount equal to eighty percent (80%) of the employee's base salary, the employee acknowledges that the City will make a payroll adjustment to their bi-weekly pay check, deducting an amount equal to twenty percent (20%) of base salary for that portion of the pay period they received injury pay and will make no subsequent claim for this amount. The payroll deduction will be administered so as not to reduce the employee's pension benefits. For purposes of this paragraph, the term, "base salary", means the employee's base salary pay rate in effect during the pay period during which they claim injury pay. An appeals process is available through the Finance Director/Comptroller.

SECTION 4. Questions and disputes involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Workforce Development relative to worker's compensation.

SECTION 5. Whenever an employee sustains a compensable injury, they shall immediately notify the Commanding Officer of this fact.

SECTION 6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City

will not deduct twenty percent (20%) from injury pay benefits as provided herein.

SECTION 7. When the City has paid injury pay and the employee makes claim for damages against any third party or their insurer, the City shall be entitled to receive from any damages recovered by such employee, reimbursement for such wages and medical expenses paid in the same proportion as prescribed by Section 102.29, Wisconsin Statutes, for worker's compensation payments.

SECTION 8. Travel outside the City while receiving injury pay shall be governed by the provisions of Article XV, Section 15, Sickness Disability Program.

ARTICLE XX - LIMITED DUTY

SECTION 1. Employees who suffer an injury but who are able to perform limited duties shall be required to do so rather than take injury leave. Whether or not an employee is able to perform limited duties shall be determined by the employee's doctor, the City's doctor, or both, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association. Limited duty shall consist of working eight (8) hours per day, forty (40) hours per week, and the member performing such duty shall not be considered part of their regular duty shift. Limited duty shall require the employee to work as a member of a normal shift but the member shall only perform those duties approved by their doctor, the City's doctor, both doctors, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association.

SECTION 2. A member performing limited duty for eight (8) hours per day or forty (40) hours per week shall not be charged injury leave during the calendar week when such duties are performed. If the employee works less than eight (8) hours per day or forty (40) hours per week, they will be charged injury leave upon a pro rata basis determined on the total number of hours they normally would work.

SECTION 3. The City shall make the determination of whether an employee shall perform limited duty subject only to approval of the medical authority as described herein.

SECTION 4. The various duties to be performed as "limited duties" shall be made available in advance to the medical authority making the determination of whether or not a member can perform such duties. The City and the Association shall review every thirty (30) days, duties performed by an employee when limited duties are involved; medical advice shall be sought during such review.

SECTION 5. It is understood and agreed, however, that the City shall have the final determination of how long and when limited duty shall be continued or terminated.

SECTION 6. "Limited" duties shall include, but shall not be limited to the following:

(A) Inspection duties

(B) Kitchen duties

(C) Housekeeping duties (cleaning, sorting, dusting, sweeping, polishing, etc.)

(D) Statistical reports

(E) Conduct and/or schedule training sessions (CPR, first aid, etc.)

(F) Document management (e.g. scanning)

(G) Updating occupancy records

(H) Pre-fire planning

SECTION 7. The list of duties to be performed as "limited" duty may be revised from time to time by the City in consultation with the Association and medical personnel.

SECTION 8. An employee performing limited duties shall not engage in outside employment unless such employment is limited to the duties allowable while on limited duty.

SECTION 9. An employee performing limited duties shall not be subject to the provisions of Section 11, Article XV, nor Article XIX.

SECTION 10. An employee on sickness disability leave may opt to participate in the limited duty program as stated above. However, said participation is at the discretion of the City as stated in Sections 3 and 5 above. The decision to participate must be made at the onset of the disability or as soon thereafter as possible, but not later than five (5) calendar days after the onset of the disability.

SECTION 11. While on limited duty, no work reduction changes will be allowed, however, the employee will have off on previously scheduled Work Reduction Days. Work reduction changes outside the expected duration of the limited duty period are permissible.

ARTICLE XXI - PENSIONS

SECTION 1. Employees shall be enrolled in the Wisconsin Retirement System (WRS) pursuant to Section 40.22, Wisconsin Statutes.

(A) Effective January 1, 1987, the City shall pay up to eight percent (8%) of all paid earnings to the Wisconsin Retirement Fund; this payment will be made in lieu of the retirement contributions otherwise required to be deducted earnings of participating employees pursuant to Section 40.05 (1), Wisconsin Statutes.

(B) Effective October 1, 2012, employees shall pay three percent (3%) of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

(C) Effective April 1, 2013, employees shall pay up to six percent (6%) of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

(D) Effective the first full pay period after December 1, 2017, employees shall pay the full portion of the employee contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

SECTION 2. It is understood that any employee hired on or after July 1, 2011, is subject to paying the requisite portion of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

ARTICLE XXII - TRANSFER OF PERSONNEL

SECTION 1. PERMANENT TRANSFERS. Permanent transfer of personnel between platoons and stations shall be made once each year and shall be posted on or about two (2) weeks prior to the time of vacation and Work Reduction Day selection, and shall become effective on or about the last day of each year. Starting on November 1 of each year all personnel shall pick their platoon and station by seniority in rank starting with Captains, then Lieutenants, Equipment Operators, and Fire Fighters; this process shall be completed on/about November 8 and shall be completed using the Department's station/platoon roster as provided by the Administration. In addition, permanent transfers may be made during the year at the discretion of the Chief for efficient and orderly operation of the Department.

SECTION 2. TEMPORARY TRANSFERS. Personnel with the lowest seniority and rank in any station will be used for temporary station transfer, if said personnel are able to perform the duties required, unless a member of greater seniority voluntarily accepts the transfer. Transfers shall be made prior to 2000 hours, if possible, except Paramedics may be transferred back to the Medic Unit up to 0400 hours. Probationary Fire Fighters shall not be subject to temporary transfers for the first twelve (12) months of their employment, unless the Department Administration deems necessary. Personnel assigned to shop duty shall be exempt from temporary transfers for that day. When an employee is required to transfer from station to station, during their tour of duty, the Battalion Chief shall arrange to have the employee transported in a Department vehicle. If the transfer is for the remainder of the employee's tour of duty, the employee will be responsible for their own transportation after the tour of duty is completed. If the employee has their vehicle at the station, they will be allowed to use their own vehicle for transportation.

ARTICLE XXIII - PROMOTIONS

SECTION 1. Promotion to the positions of Equipment Operator, Lieutenant, and Captain shall be governed by the provisions of current Department Orders.

SECTION 2. All employees, scheduled off duty on a day during which they are to take a written promotional examination will not make a time trade so as to be on duty when the written examination is administered.

SECTION 3.

(A) Any member of the bargaining unit that is voluntarily or involuntarily demoted within the first year probationary period, shall be returned to the rank previously held (i.e., Fire Fighter, Equipment Operator, Lieutenant, etc.) in the seniority position they held prior to the promotion.

(B) Any member of the bargaining unit that is voluntarily or involuntarily demoted after they have completed the first year probationary period, shall be returned to the rank previously held (Equipment Operator, Lieutenant) in the seniority position equal to the amount of time they served in that position (i.e., if a member was a Lieutenant for eight (8) years prior to demotion from Captain, the member is positioned as an 8-year Lieutenant). The only exception shall be anyone returned to the Fire Fighter rank shall have seniority determined from the date of hire.

(C) Any member of the bargaining unit that accepts a non-bargaining unit position shall have the one (1) year probationary period to return to their unit rank without loss of seniority (as in Paragraph (A)). After the one (1) year probationary period, a non-unit employee can only return to the Fire Fighter rank with seniority from date of hire.

(D) No bargaining unit member will be demoted because of a voluntary or involuntary demotion of another employee.

(E) Any member of the bargaining unit that returns to a rank previously held (because of voluntary or involuntary demotion) shall retain and be credited all seniority earned while in that rank.

ARTICLE XXIV - RESIDENCY

SECTION 1.

(A) Members may reside within any municipality, and shall, at all times, maintain a telephone in their residence, or may substitute a cellular and/or wireless telephone that enables reliable contact with the employee through the use of ordinary voice communications. (Employees who substitute cellular and/or wireless telephones for the telephone in their residence shall have no expectation of compensation for carrying the phone, or for any expenses related to the activation, replacement or costs of using the wireless telephone.) Employees who substitute a cellular and/or wireless telephone for the landline telephone in their residence shall maintain the device in good working order and shall consider any phone call received from the West Allis Fire Department to be a record of contact with the employee. This would be a record of contact for vacation picking, overtime, minimum staffing, etc. The member shall within twenty-four (24) hours notify the Chief of any change of address or telephone number through which they may be reached in cases of emergency or special duty.

(B) Two-Tier Residency Program

- (1) A two-tier wage scale shall be established for resident and non-resident employees.
- (2) An employee's wage scale (resident (R) or non-resident (P)) shall be determined on an ongoing basis by the actual locational status of the employee from the exact date that residency to non-residency or non-residency to residency occurs; no post-dating or pre-dating shall take place. Employees shall notify the City within twenty-four (24) hours of any change in residency.

ARTICLE XXV - OFF-DUTY TIME

SECTION 1. The City shall not impose regulations primarily related to wages, hours and conditions of employment upon an employee's off-duty time except in the case of a call back for duty and conduct which:

- (A) Brings discredit upon the City of West Allis or the West Allis Fire Department; or
- (B) Results in the use of public employment for private gain.

SECTION 2. Conduct in contravention of this Article shall be subject to disciplinary action. The Board of Police and Fire Commissioners of the City of West Allis may adopt rules, not inconsistent herewith, for the implementation of this Article.

SECTION 3. For the reasons stated below the Chief of the West Allis Fire Department shall prohibit employees of the West Allis Fire Department from performing fire fighting duties for municipalities operating a paid or volunteer fire department other than the City of West Allis.

- (A) The provision of fire protection services to the public is a dangerous occupation requiring highly trained, capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment, or supervision may threaten the health and well-being of employees and the public.
- (B) Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employee's ability to perform fire protection duties for the City of West Allis.
- (C) State statute has established a presumptive relationship between an employee's fire suppression duties and heart or respiratory impairment or disease (891.45), infectious disease (891.453), and cancer (891.455), the employee may develop. The City of West Allis and its taxpayers are

financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City of West Allis and not for other municipalities.

(D) The prohibition against employees of the West Allis Fire Department from performing fire fighting duties for municipalities other than the City of West Allis shall be in effect beginning on the first day of April, 1996. Violation of this Section, after one (1) written warning shall result in discharge from service of said employee. The provisions of this Article do not apply to fire fighting duties performed in other municipalities due to mutual or automatic aid agreements while working as an employee of the West Allis Fire Department.

ARTICLE XXVI - GRIEVANCE PROCEDURE

SECTION 1. A grievance shall consist only of a dispute involving the interpretations or application of provisions of this Agreement, including a complaint involving working conditions established by this Agreement and the application of the Fire Department Policies and Procedures and Operating Guidelines which are primarily related to wages, hours and conditions of employment. The grievance procedure shall not apply to departmental operations and proceedings, disciplinary actions, promotional procedures, job classifications, or any other matter contained in Section 62.13, Wisconsin Statutes. All matters subject to the provisions of Section 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in accordance with such statute.

SECTION 2. A grievance shall be governed and controlled by the following procedure:

(A) STEP 1. If an employee has a grievance, they shall first present and discuss the grievance orally with the Battalion Chief in charge of their platoon or the Battalion Chief on duty, either alone or accompanied by an Association Representative. The employee is to state that they are presenting a first step grievance and the Association Representative is to identify their position and authority. The Battalion Chief shall orally communicate a decision to the employee before the end of the employee's next regularly scheduled workday. In order to be timely, a grievance must be presented at the Step 1 level within five (5) calendar days of knowledge of the circumstances causing the grievance.

(B) STEP 2. The grievance shall be considered settled at the Step 1 level, unless within five (5) business days after the communication of the Battalion Chief's decision, the employee and/or Association Representative shall reduce the grievance to writing and present it to the Chief. The written grievance shall specifically state the provision or provisions of this Agreement, Department Policies and Procedures and Operating Guidelines which are alleged to have been violated. The Chief shall meet with the grievant and/or Association Representatives for the purpose of discussing and attempting to resolve the grievance. The meeting shall be scheduled at the mutual convenience

of the parties. Within ten (10) calendar days after the date of said meeting, the Chief shall provide a written answer to the grievant with copies to the Grievance Committee and the Association Representative. The written answer shall state the resolution agreed to for the grievance or the reason(s) for rejecting the grievance, and may state a suggested resolution of the grievance if rejected. The grievance shall be considered settled in accordance with the written answer of the Chief unless written notice is given by either the grievant or the Association of the desire to appeal the grievance to either the Commission or to private arbitration. In order to be timely, the written notice of appeal must be presented to the Chief and Board of Police and Fire Commissioners of the City of West Allis within fifteen (15) calendar days after the date of the Chief's written answer. The written notice shall state the form of arbitration which has been selected.

(C) STEP 3. POLICE AND FIRE COMMISSION APPEAL. The Commission shall schedule and hold a hearing within thirty (30) calendar days or sooner after the date the written notice of appeal is filed. The Commission shall render its decision within ten (10) calendar days after the hearing. A copy of the decision shall be forwarded to the grievant(s), Grievance Committee and the Association. The decision of the Commission shall be final and binding upon the parties. In rendering its decision, the Commission shall neither add to, detract from, nor modify the intent and/or language of this Agreement or departmental rules, regulations and procedures.

(D) STEP 4. ARBITRATION APPEAL. The private arbitration of a grievance shall be governed and controlled by the following procedures:

(1) Absent a mutual agreement as to the selection of an arbitrator, the Association shall make a written request to the Wisconsin Employment Relations Commission to provide a panel of five (5) arbitrators. This request must be made within ten (10) calendar days after the date of the written notice of further appeal.

(2) Upon receipt of the panel of arbitrators from the Wisconsin Employment Relations Commission, the City and the Association, or their designated representatives, shall select an arbitrator to hear and determine the grievance from the panel by the process of elimination. The

City and the Association shall have the right to delete two (2) names from the panel, each in alternate strikes, with the remaining person being the selected arbitrator. The party to strike first shall be determined by a form of chance to be agreed to by the parties.

- (3) The arbitrator, so selected, shall hold a hearing at a time and place convenient to the parties, and shall take such evidence as is in the judgment of the arbitrator appropriate for the proper determination of the grievance. The arbitrator shall have initial authority to determine whether or not the grievance is arbitrable and when so determined, the arbitrator shall proceed to determine the merits of the grievance submitted to arbitration.
- (4) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the close of the hearing, or thirty (30) calendar days after the receipt of post hearing briefs. The arbitrator in arriving at a decision shall neither add to, detract from, nor modify the language of this Agreement or Department Policies and Procedures and Operating Guidelines. The arbitrator shall adjudicate and not legislate or determine interests.
- (5) If the arbitrator rules that the subject matter is not arbitrable, the Association may submit the matter to the proper jurisdiction.
- (6) Expenses for the services of the arbitrator and the proceedings shall be borne equally by the City and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing such party pays for the record. If both parties desire a verbatim record, such costs shall be borne equally between the parties.

SECTION 3. The time limits set forth in the procedures of this Article may be extended by mutual agreement between the parties, but such agreements shall be evidenced in writing.

ARTICLE XXVII - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The City shall not discriminate against any employee with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, age, marital or veteran's status, sex, national origin, disability, or any other legally protected status.

ARTICLE XXVIII - STRIKE PROHIBITION

SECTION 1. The Association agrees, individually and collectively, not to strike, slow down, engage in mass sick calls, or by any similar manner impede the operational efficiency of the Fire Department, including refusals to perform customarily assigned fire duties, which include the working of overtime.

SECTION 2. The Association shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 1.

SECTION 3. Participation by employees in the actions prohibited by Section 1 shall be sufficient basis for disciplinary action, including discharge.

SECTION 4. When the Association is notified by the City of a violation of this Article, the Association shall immediately take necessary affirmative action to terminate the prohibited conduct. The Association shall be liable, financially or otherwise, to the City for such prohibited conduct unless such necessary affirmative action is immediately taken. Affirmative action shall include the following:

(A) Officers of the Association shall talk with those responsible for or participating in such prohibited conduct, stating to them that:

- (1) their action violates this Agreement which subjects them to discipline, including discharge;
- (2) the prohibited conduct is not authorized by the Association and the Association does not approve or condone it; and
- (3) the prohibited conduct should immediately cease and the involved personnel should immediately return to their respective and assigned duties.

(B) The Association shall immediately post a notice signed by its President stating the information listed in (A) above.

ARTICLE XXIX - MAINTENANCE OF STANDARDS

Except where specifically provided for in this Agreement or where subsequently modified as the result of negotiation, all conditions of employment primarily related to wages, hours of work, and general working conditions, which have been continuous and are known and sanctioned by the Chief of the Fire Department, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement.

ARTICLE XXX - MISCELLANEOUS PROVISIONS

SECTION 1. Any motions, resolutions, and/or ordinances heretofore adopted by the City Council, which are contradicted by the terms of this Agreement, are hereby superseded by this Agreement. Likewise, any Department Orders, Policies and Procedures and Operating Guidelines that have been adopted by the Chief and/or the Commission, which are inconsistent with the provisions of this Agreement, are hereby superseded by this Agreement.

SECTION 2. A fund is established for the purpose of purchasing kitchen maintenance supplies within the fire stations. Sums within the fund shall be expended for kitchen linen rental fees, soap, cooking utensils, tableware, and small kitchen appliances. On January 1 of each calendar year, the City will allocate or transfer to the fund One Thousand Five Hundred Dollars (\$1500.00). All bills will be reviewed by the Fire Department officer assigned to supervise the company fund and shall be forwarded to the Chief of the Department for approval and payment. All sums within the fund which are not expended during any calendar year shall be carried forward to the subsequent calendar year.

SECTION 3. The City will provide tuition reimbursement under the terms and conditions set forth herein:

(A) Effective January 1, 2012, through December 31, 2022, the City will reimburse up to Six Hundred Dollars (\$600.00) per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job. Effective January 1, 2023, the City will reimburse up to One Thousand Dollars (\$1,000.00) per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job.

(B) Reimbursable tuition costs shall include tuition, course materials, books, library fees, student fees, supplies, registration, etc.

(C) Reimbursable tuition costs shall not include mileage or other transportation costs, meals or lodging.

(D) Reimbursement shall not be made to an employee if reimbursable costs are paid by other sources.

(E) Course and subject approval shall be obtained in advance from the Fire Chief in order to qualify

for later reimbursement.

(F) In order to qualify for reimbursement, the employee must submit proof to the Police and Fire Commission of satisfactory completion of each semester's work with at least a grade point average of "C" or the equivalent, or an attendance certificate, whichever is appropriate.

(G) Course work will be accomplished during non-working hours.

SECTION 4. LATERAL HIRES. Lateral hires will only apply to the position of entry level Fire Fighter. Entry level Fire Fighters hired under this lateral hire provision may receive a starting annual salary in the Fire Fighter pay range and a vacation allowance commensurate with their education, training and years of experience prior to beginning their employment with the City of West Allis and the West Allis Fire Department. Such determination shall be at the discretion of the Fire Chief, with approval from the Police and Fire Commission. All other provisions of this Agreement apply. Lateral hires will enter the Department as probationary Fire Fighters and all probationary requirements shall be governed by Department Policies and Procedures and Operating Guidelines.

SECTION 5. Should the West Allis Fire Department ever consolidate with another department or entity, dissolve or otherwise be transferred to or accept inclusion of another entity, the City will honor the existing Agreement for wages and benefits until a new collective bargaining agreement has been established with the new service provider, if the affected employees are represented by a collective bargaining representative with the new service provider. Once the decision to consolidate is made, the City will agree to be open to the comments and concerns of the Association during any such process

SECTION 6. MOBILE INTEGRATED HEALTH.

(A) The delivery of community risk reduction ("CRR") services shall be provided by at least three (3) bargaining unit members or full-time fire department chief officers. If no member(s) of good standing voluntarily fill vacant CRR positions, the department reserves the right to provide CRR services, which may include the use of non-represented and/or non-sworn employees.

(B) The parties recognize two (2) bargaining unit pay classifications entitled:

(1) CRR Coordinator (80 hours), the pay rate for which shall be the same as the Lieutenant (80

- hour) pay rate as set forth under Appendix A of the current collective bargaining agreement; or the member's normal pay rate, whichever is higher, and;
- (2) CRR Provider (103.68 hours), the pay rate for which shall be the same as the Lieutenant (103.68 hours) as set forth under Appendix A of the current collective bargaining agreement.
- (C) Members of the bargaining unit who are CEMS certified, fire inspector certified, and who are appointed to CRR positions by the Fire Chief, as opposed to providing such services on an acting basis, shall be paid at the appropriate CRR Coordinator or CRR Provider pay rate. This provision shall not apply to bargaining unit members who provide CRR services on an "acting basis".
- (D) Length of term. Appointment terms for CRR Providers shall be three (3) years in length. The Fire Chief may elect to appoint individuals for subsequent and/or concurrent terms. Terms may end before three years of service due to other factors, including, but not limited to, reassignment to other bureaus, promotions, or departmental needs.
- (E) Filling of CRR Provider positions shall be at the Fire Chief's discretion, subject to the following:
- (1) Employees appointed to CRR Provider positions shall have the option to relinquish their appointment with the approval of the Fire Chief, with no adverse employment action.
- (2) In the event an employee relinquishes his or her appointment, they shall be returned to their previously held position and compensated as such.
- (3) The CRR Coordinator and CRR Providers serve at the will of the Fire Chief. The Fire Chief may elect to remove a member from the CRR program at any time. If a member is non-voluntarily removed from the CRR program, they shall return to their previous rank, role, and pay grade that was held before assignment to the CRR program, with a continuation of seniority of the previously held title.
- (F) Acting Pay. The acting pay for temporary filling of a CRR role will be based on the certifications of the member in the acting capacity. Fire Fighters who provide CRR services on an acting basis and who have obtained both the CEMS and Fire Inspection certification will receive their base rate plus the acting pay received by

- (G) Fire Fighters who serve as Lieutenants, as set forth under Appendix A of the collective bargaining agreement. Fire Fighters who provide CRR services on an acting basis and who have obtained only one of the required certifications (either CEMS or Fire Inspection) will receive their base rate plus the acting pay received by Fire Fighters who serve as Equipment Operators, as set forth under Appendix A of the current collective bargaining agreement.
- (H) This agreement is contingent upon the delivery of CRR services by the City.
- (I) This agreement applies to full-time CRR Provider positions within the Department. Each party reserves its rights with respect to the expansion of the CRR program. In the event the program is expanded, Local 342's right to bargain shall be limited to bargaining over the wages, hours, and conditions of employment related to said expansion and shall not involve negotiations over the exercise of managerial rights. Moreover, subject to the terms of this agreement and the labor agreement, the City specifically reserves the management right to design and implement the CRR program. Local 342 reserves the right to bargain over the impact of any changes in program design and/or implementation. Each party specifically reserves any residual rights, and this agreement shall be non-precedent-setting with respect to any other matter between the parties.
- (J) Employees engaged in off-duty Department-mandated CRR training shall be compensated under Article XI. Tuition costs for employees engaged in Department-mandated CRR training shall be paid by the City.

ARTICLE XXXI - AMENDMENTS AND SAVING CLAUSE

SECTION 1. This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and the Association where mutually agreeable. The waiver of any breach, term or condition of this contract by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 2. If any provision of this Agreement, or any addenda thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained or broadened by operation of law or any such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision. In the absence of a mutual agreement, either or both parties may proceed to interest arbitration.

SECTION 3. This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXXII - DURATION

SECTION 1. This Agreement shall become effective from the effective dates of the ordinances adopting and approving the Agreements and shall remain in effect to and including December 31, 2029, and thereafter shall be automatically renewed from year to year, unless, at least sixty (60) days prior to the date of expiration, either party shall by written notice served on the other state the desire to terminate the Agreement.

WEST ALLIS PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, LOCAL 342

By: _____
Name: Daniel Becker
Title: President
Date: _____

By: _____
Name: Brandon Foley
Title: Secretary/Treasurer
Date: _____

CITY OF WEST ALLIS

By: _____
Name: Erin Hirn
Title: City Administrator
Date: _____

WEST ALLIS POLICE AND FIRE COMMISSION

As to the provisions of the Contract which address operational functions.

By: _____
Name: Mark Manthei
Title: President
Date: _____

Countersigned this ____ day of _____, 2025, and I hereby certify that provision has been made to pay the liability that will accrue under this contract between the City of West Allis and the West Allis Professional Fire Fighter's Association, Local 342.

By: _____
Name: Jason Kaczmarek
Title: Comptroller
Date: _____

Approved as to form this ____ day of _____, 2025.

By: _____
Name: Kail Decker
Title: City Attorney
Date: _____

APPENDIX A

SECTION 1. Rate Calculation

(A) Base hourly rate for 24-hour employees is based on 103.68 hours bi-weekly pay, or a 2,695.68-hour year. Annual rate is twenty-six (26) times total bi-weekly, not including holiday pay. Monthly rate is annual rate divided by twelve (12).

(B) Base hourly rate for 8-hour employees is based on 80 hours bi-weekly pay, or a 2080 hour year. Annual rate is twenty-six (26) times total bi-weekly, not including holiday pay. Monthly rate is annual rate divided by twelve (12).

SECTION 2. Additional Compensation. Employees listed in all Parts of this Appendix shall receive additional compensation for assignments by the Fire Chief as follows:

(A) Effective July 1, 2007:

(1) Individuals actively employed as a Paramedic by the West Allis Fire Department shall receive an additional monthly payment equal to five percent (5%) of the top step Fire Fighter monthly salary as Paramedic incentive pay.

(2) Individuals actively employed as intern status Paramedics by the West Allis Fire Department shall receive an additional monthly payment equal to three percent (3%) of the top step Fire Fighter monthly salary as intern status Paramedic incentive pay.

(3) No employee actively employed by the West Allis Fire Department as a Paramedic as of October 18, 2006 shall be unreasonably denied the opportunity to continue to be so employed.

(B) Fire Inspectors are to receive an additional monthly payment equal to five percent (5%) of a top step Fire Fighter's base salary. Those appointed as Fire Inspectors and actively employed as paramedics shall receive pay consistent with Section 2(A) or (B) of this Appendix as applicable plus additional compensation consistent with Fire Fighters assigned as Inspectors being Seventy-five cents (75 cents) per hour for all hours worked.

(C) Employees holding the position of Lieutenant of the Bureau of Fire Prevention and the Lieutenant

of Fire Safety/Information Officer shall receive an incentive payment in the amount of Thirty-six Dollars (\$36.00) bi-weekly.

- (D) Effective January 1, 2022, employees licensed at the EMT-Basic level, when assigned to an EMS transport unit, are to receive Fifteen Dollars (\$15.00) per full duty day.
- (E) Effective February 7, 2023, employees assigned as Ambulance Officer shall receive their base pay plus One Dollar (\$1.00) per hour for all hours so assigned. Employees assigned as Ambulance Officer shall not be eligible for EMS transport unit pay.
- (F) Effective May 7, 2016, Fire Fighters assigned as Equipment Operators or Inspectors will receive their base rate plus Seventy-five Cents (75 cents) per hour for all hours so worked.
- (G) Effective May 7, 2016, Fire Fighters assigned as Lieutenants will receive their base rate plus One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.
- (H) Effective May 7, 2016, Equipment Operators or Inspectors assigned as Lieutenants will receive their base rate plus Eighty-five Cents (85 cents) per hour for all hours so worked.
- (I) Effective May 7, 2016, Lieutenants assigned as Captains will receive their base rate plus One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.
- (J) Effective May 7, 2016, Lieutenant of Fire Inspection when assigned as Deputy Chief of Fire Inspection will receive their base rate plus One Dollar and Seventy-five Cents (\$1.75) per hour for all hours so assigned. This provision only applies when an Officer in Charge of the Bureau is inaccessible.
- (K) Effective May 7, 2016, personnel assigned to shop duties shall receive Fourteen Dollars and Fifty Cents (\$14.50) per full duty day.
- (L) Effective May 7, 2016, those members who are specifically appointed by Fire Administration to perform the SCBA repair and maintenance duties on a regular basis and hold the applicable certifications will receive an SCBA Repair and Maintenance Certification pay of Three Hundred Dollars (\$300.00) per year; said amount to be payable the first payday in December for each year of the contract.

- (M) Effective May 7, 2016, Captains assigned as Battalion Chiefs will receive their base rate plus One Dollar and Fifty Cents (\$1.50) per hour for all hours so worked.
- (N) Effective May 7, 2016, personnel assigned as Paramedic Officer will receive their base rate plus One Dollar (\$1.00) per hour for all hours so assigned.
- (O) Effective May 7, 2016, Cot Maintenance Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.
- (P) Effective May 7, 2016, Extrication Equipment Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.
- (Q) Effective May 7, 2016, Emergency Vehicle Technician Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.

PART 1A – Resident (R) – 1/1/26

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2026
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.082	25.568	27.813	30.056	31.749	33.191
	Bi-Weekly	2,289.43	2,650.91	2,883.69	3,116.16	3,291.77	3,441.20
	Annual	59,525.12	68,923.57	74,975.98	81,020.24	85,586.07	89,471.23
	Holiday	3,920.86	4,539.93	4,938.60	5,336.73	5,637.47	5,893.39
	Total Annual Pay	63,445.98	73,463.50	79,914.57	86,356.97	91,223.54	95,364.62
Equipment Operator (103.68 hr)	Hourly	34.804					
	Bi-Weekly	3,608.44					
	Annual	93,819.36					
	Holiday	6,179.79					
	Total Annual Pay	99,999.16					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	35.295	36.589				
	Bi-Weekly	3,659.43	3,793.58				
	Annual	95,145.18	98,633.08				
	Holiday	6,267.12	6,496.87				
	Total Annual Pay	101,412.30	105,129.95				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	45.743	47.420				
	Bi-Weekly	3,659.43	3,793.58				
	Annual	95,145.18	98,633.08				
	Holiday	6,267.12	6,496.87				
	Total Annual Pay	101,412.30	105,129.95				
Captain (103.68 hr)	Hourly	37.388	39.002				
	Bi-Weekly	3,876.41	4,043.75				
	Annual	100,786.66	105,137.50				
	Holiday	6,638.72	6,925.31				
	Total Annual Pay	107,425.38	112,062.81				
Captain (80 hr)	Hourly	48.455	50.547				
	Bi-Weekly	3,876.41	4,043.75				
	Annual	100,786.66	105,137.50				
	Holiday	6,638.72	6,925.31				
	Total Annual Pay	107,425.38	112,062.81				

PART 1A – Perimeter (P) – 1/1/26

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2026
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	21.673	25.088	27.287	29.488	31.159	32.564
	Bi-Weekly	2,247.02	2,601.16	2,829.13	3,057.31	3,230.52	3,376.28
	Annual	58,422.46	67,630.27	73,557.41	79,490.07	83,993.40	87,783.24
	Holiday	3,848.23	4,454.74	4,845.16	5,235.94	5,532.57	5,782.20
	Total Annual Pay	62,270.69	72,085.01	78,402.57	84,726.01	89,525.96	93,565.44
Equipment Operator (103.68 hr)	Hourly	34.150					
	Bi-Weekly	3,540.69					
	Annual	92,057.84					
	Holiday	6,063.76					
	Total Annual Pay	98,121.61					
Lieutenant (103.68 hr)	Hourly	34.626	35.896				
	Bi-Weekly	3,590.02	3,721.65				
	Annual	93,340.52	96,762.90				
	MIH Lieutenant MIH/CCP Lieutenant	Holiday	6,148.25	6,373.68			
	Total Annual Pay	99,488.77	103,136.58				
Lieutenant (80 hr)	Hourly	44.875	46.521				
	Bi-Weekly	3,590.02	3,721.65				
	Annual	93,340.52	96,762.90				
	MIH Lieutenant MIH/CCP Lieutenant	Holiday	6,148.25	6,373.68			
	Total Annual Pay	99,488.77	103,136.58				
Captain (103.68 hr)	Hourly	36.687	38.266				
	Bi-Weekly	3,803.66	3,967.44				
	Annual	98,895.16	103,153.44				
	Holiday	6,514.13	6,794.62				
	Total Annual Pay	105,409.29	109,948.06				
Captain (80 hr)	Hourly	47.546	49.593				
	Bi-Weekly	3,803.66	3,967.44				
	Annual	98,895.16	103,153.44				
	Holiday	6,514.13	6,794.62				
	Total Annual Pay	105,409.29	109,948.06				

PART 1B – Resident (R) – 7/1/26

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2026
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.523	26.080	28.370	30.657	32.384	33.854
	Bi-Weekly	2,335.22	2,703.92	2,941.37	3,178.49	3,357.61	3,510.03
	Annual	60,715.62	70,302.04	76,475.50	82,640.65	87,297.79	91,260.66
	Holiday	3,999.28	4,630.73	5,037.37	5,443.46	5,750.22	6,011.25
	Total Annual Pay	64,714.90	74,932.77	81,512.86	88,084.11	93,048.01	97,271.91
Equipment Operator (103.68 hr)	Hourly	35.500					
	Bi-Weekly	3,680.61					
	Annual	95,695.75					
	Holiday	6,303.39					
	Total Annual Pay	101,999.14					
Lieutenant (103.68 hr)	Hourly	36.001	37.321				
	Bi-Weekly	3,732.62	3,869.45				
MIH Lieutenant	Annual	97,048.08	100,605.74				
MIH/CCP Lieutenant	Holiday	6,392.47	6,626.80				
	Total Annual Pay	103,440.55	107,232.55				
Lieutenant (80 hr)	Hourly	46.658	48.368				
	Bi-Weekly	3,732.62	3,869.45				
MIH Lieutenant	Annual	97,048.08	100,605.74				
MIH/CCP Lieutenant	Holiday	6,392.47	6,626.80				
	Total Annual Pay	103,440.55	107,232.55				
Captain (103.68 hr)	Hourly	38.136	39.782				
	Bi-Weekly	3,626.62	3,953.94				
	Annual	102,802.39	107,240.25				
	Holiday	6,771.50	7,063.81				
	Total Annual Pay	109,573.89	114,304.06				
Captain (80 hr)	Hourly	49.424	51.558				
	Bi-Weekly	3,953.94	4,124.63				
	Annual	102,802.39	107,240.25				
	Holiday	6,771.50	7,063.81				
	Total Annual Pay	109,573.89	114,304.06				

PART 1B – Perimeter (P) – 7/1/26

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2026
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.106	25.590	27.833	30.078	31.782	33.216
	Bi-Weekly	2,291.96	2,653.19	2,885.71	3,118.46	3,295.13	3,443.80
	Annual	59,590.91	68,982.87	75,028.56	81,079.87	85,673.27	89,538.91
	Holiday	3,925.20	4,543.84	4,942.06	5,340.65	5,643.22	5,897.84
	Total Annual Pay	63,516.11	73,526.71	79,970.62	86,420.53	91,316.48	95,436.75
Equipment Operator (103.68 hr)	Hourly	34.833					
	Bi-Weekly	3,611.50					
	Annual	93,899.00					
	Holiday	6,185.04					
	Total Annual Pay	100,084.04					
Lieutenant (103.68 hr)	Hourly	35.318	36.613				
	Bi-Weekly	3,661.82	3,796.08				
MIH Lieutenant	Annual	95,207.33	98,698.16				
MIH/CCP Lieutenant	Holiday	6,271.22	6,501.15				
	Total Annual Pay	101,478.55	105,199.31				
Lieutenant (80 hr)	Hourly	45.773	47.451				
	Bi-Weekly	3,661.82	3,796.08				
MIH Lieutenant	Annual	95,207.33	98,698.16				
MIH/CCP Lieutenant	Holiday	6,271.22	6,501.15				
	Total Annual Pay	101,478.55	105,199.31				
Captain (103.68 hr)	Hourly	37.420	39.032				
	Bi-Weekly	3,879.73	4,046.79				
	Annual	100,873.06	105,216.51				
	Holiday	6,644.41	6,930.51				
	Total Annual Pay	107,517.48	112,147.02				
Captain (80 hr)	Hourly	48.497	50.585				
	Bi-Weekly	3,879.73	4,046.79				
	Annual	100,873.06	105,216.51				
	Holiday	6,644.41	6,930.51				
	Total Annual Pay	107,517.48	112,147.02				

PART 2A – Resident (R) – 1/1/27

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2027
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.861	26.471	28.795	31.117	32.870	34.362
	Bi-Weekly	2,370.24	2,744.48	2,985.49	3,226.16	3,407.97	3,562.68
	Annual	61,626.35	71,356.57	77,622.63	83,880.26	88,607.25	92,629.57
	Holiday	4,059.27	4,700.19	5,112.93	5,525.11	5,836.48	6,101.42
	Total Annual Pay	65,685.62	76,056.76	82,735.56	89,405.37	94,443.73	98,730.99
Equipment Operator (103.68 hr)	Hourly	36.032					
	Bi-Weekly	3,735.81					
	Annual	97,131.19					
	Holiday	6,397.94					
	Total Annual Pay	103,529.13					
Lieutenant (103.68 hr)	Hourly	36.541	37.881				
	Bi-Weekly	3,788.61	3,927.49				
	Annual	98,503.80	102,114.83				
	Holiday	6,488.35	6,726.21				
	Total Annual Pay	104,992.16	108,841.03				
MIH Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
Lieutenant (80 hr)	Hourly	47.358	49.094				
	Bi-Weekly	3,788.61	3,927.49				
	Annual	98,503.80	102,114.83				
	Holiday	6,488.35	6,726.21				
	Total Annual Pay	104,992.16	108,841.03				
MIH/CCP Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
Captain (103.68 hr)	Hourly	38.708	40.379				
	Bi-Weekly	3,717.24	4,013.25				
	Annual	104,344.43	108,848.85				
	Holiday	6,873.07	7,169.77				
	Total Annual Pay	111,217.50	116,018.62				
Captain (80 hr)	Hourly	50.166	52.331				
	Bi-Weekly	4,013.25	4,186.49				
	Annual	104,344.43	108,848.85				
	Holiday	6,873.07	7,169.77				
	Total Annual Pay	111,217.50	116,018.62				

PART 2A – Perimeter (P) – 1/1/27

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2027
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.438	25.974	28.250	30.529	32.258	33.714
	Bi-Weekly	2,326.34	2,692.99	2,929.00	3,165.23	3,344.55	3,495.46
	Annual	60,484.77	70,017.62	76,153.99	82,296.07	86,958.36	90,881.99
	Holiday	3,984.07	4,611.99	5,016.19	5,420.76	5,727.87	5,986.31
	Total Annual Pay	64,468.85	74,629.61	81,170.18	87,716.83	92,686.23	96,868.30
Equipment Operator (103.68 hr)	Hourly	35.356					
	Bi-Weekly	3,665.67					
	Annual	95,307.49					
	Holiday	6,277.81					
Total Annual Pay	101,585.30						
Lieutenant (103.68 hr)	Hourly	35.848	37.163				
	Bi-Weekly	3,716.75	3,853.02				
MIH Lieutenant	Annual	96,635.44	100,178.63				
MIH/CCP Lieutenant	Holiday	6,365.28	6,598.67				
Total Annual Pay		103,000.73	106,777.30				
Lieutenant (80 hr)	Hourly	46.459	48.163				
	Bi-Weekly	3,716.75	3,853.02				
MIH Lieutenant	Annual	96,635.44	100,178.63				
MIH/CCP Lieutenant	Holiday	6,365.28	6,598.67				
Total Annual Pay		103,000.73	106,777.30				
Captain (103.68 hr)	Hourly	37.982	39.617				
	Bi-Weekly	3,647.46	3,937.93				
	Annual	102,386.16	106,794.76				
	Holiday	6,744.08	7,034.47				
	Total Annual Pay	109,130.24	113,829.23				
Captain (80 hr)	Hourly	49.224	51.344				
	Bi-Weekly	3,937.93	4,107.49				
	Annual	102,386.16	106,794.76				
	Holiday	6,744.08	7,034.47				
	Total Annual Pay	109,130.24	113,829.23				

PART 2B – Resident (R) – 7/1/27

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2027
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	23.318	27.000	29.371	31.739	33.527	35.049
	Bi-Weekly	2,417.65	2,799.37	3,045.20	3,290.69	3,476.13	3,633.93
	Annual	62,858.88	72,783.71	79,175.08	85,557.86	90,379.40	94,482.16
	Holiday	4,140.45	4,794.19	5,215.19	5,635.62	5,953.21	6,223.45
	Total Annual Pay	66,999.34	77,577.90	84,390.27	91,193.48	96,332.61	100,705.61
Equipment Operator (103.68 hr)	Hourly	36.753					
	Bi-Weekly	3,810.53					
	Annual	99,073.81					
	Holiday	6,525.90					
	Total Annual Pay	105,599.71					
Lieutenant (103.68 hr)	Hourly	37.272	38.639				
	Bi-Weekly	3,864.38	4,006.04				
MIH Lieutenant	Annual	100,473.88	104,157.12				
MIH/CCP Lieutenant	Holiday	6,618.12	6,860.73				
	Total Annual Pay	107,092.00	111,017.86				
Lieutenant (80 hr)	Hourly	48.305	50.076				
	Bi-Weekly	3,864.38	4,006.04				
MIH Lieutenant	Annual	100,473.88	104,157.12				
MIH/CCP Lieutenant	Holiday	6,618.12	6,860.73				
	Total Annual Pay	107,092.00	111,017.86				
Captain (103.68 hr)	Hourly	39.482	41.187				
	Bi-Weekly	3,838.03	4,093.51				
	Annual	106,431.32	111,025.83				
	Holiday	7,010.53	7,313.17				
	Total Annual Pay	113,441.85	118,339.00				
Captain (80 hr)	Hourly	51.169	53.378				
	Bi-Weekly	4,093.51	4,270.22				
	Annual	106,431.32	111,025.83				
	Holiday	7,010.53	7,313.17				
	Total Annual Pay	113,441.85	118,339.00				

PART 2B – Perimeter (P) – 7/1/27

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2027
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.886	26.493	28.815	31.139	32.904	34.388
	Bi-Weekly	2,372.86	2,746.84	2,987.58	3,228.54	3,411.44	3,565.37
	Annual	61,694.47	71,417.97	77,677.07	83,941.99	88,697.53	92,699.63
	Holiday	4,063.76	4,704.23	5,116.51	5,529.18	5,842.42	6,106.04
	Total Annual Pay	65,758.22	76,122.20	82,793.58	89,471.17	94,539.95	98,805.67
Equipment Operator (103.68 hr)	Hourly	36.063					
	Bi-Weekly	3,738.99					
	Annual	97,213.64					
	Holiday	6,403.37					
Total Annual Pay	103,617.01						
Lieutenant (103.68 hr)	Hourly	36.565	37.906				
	Bi-Weekly	3,791.08	3,930.08				
MIH Lieutenant	Annual	98,568.15	102,182.20				
MIH/CCP Lieutenant	Holiday	6,492.59	6,730.64				
Total Annual Pay		105,060.74	108,912.85				
Lieutenant (80 hr)	Hourly	47.389	49.126				
	Bi-Weekly	3,791.08	3,930.08				
MIH Lieutenant	Annual	98,568.15	102,182.20				
MIH/CCP Lieutenant	Holiday	6,492.59	6,730.64				
Total Annual Pay		105,060.74	108,912.85				
Captain (103.68 hr)	Hourly	38.741	40.409				
	Bi-Weekly	3,765.97	4,016.69				
	Annual	104,433.88	108,930.65				
	Holiday	6,878.96	7,175.16				
	Total Annual Pay	111,312.84	116,105.81				
Captain (80 hr)	Hourly	50.209	52.371				
	Bi-Weekly	4,016.69	4,189.64				
	Annual	104,433.88	108,930.65				
	Holiday	6,878.96	7,175.16				
	Total Annual Pay	111,312.84	116,105.81				

PART 3 – Resident (R) – 7/1/28

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2028
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.018	27.810	30.252	32.691	34.533	36.101
	Bi-Weekly	2,490.18	2,883.35	3,136.55	3,389.41	3,580.41	3,742.95
	Annual	64,744.65	74,967.22	81,550.33	88,124.60	93,090.78	97,316.62
	Holiday	4,264.67	4,938.02	5,371.64	5,804.68	6,131.80	6,410.15
	Total Annual Pay	69,009.32	79,905.24	86,921.98	93,929.28	99,222.58	103,726.78
Equipment Operator (103.68 hr)	Hourly	37.855					
	Bi-Weekly	3,924.85					
	Annual	102,046.03					
	Holiday	6,721.68					
	Total Annual Pay	108,767.70					
Lieutenant (103.68 hr)	Hourly	38.390	39.798				
	Bi-Weekly	3,980.31	4,126.22				
MIH Lieutenant	Annual	103,488.10	107,281.84				
MIH/CCP Lieutenant	Holiday	6,816.66	7,066.55				
	Total Annual Pay	110,304.76	114,348.39				
Lieutenant (80 hr)	Hourly	49.754	51.578				
	Bi-Weekly	3,980.31	4,126.22				
MIH Lieutenant	Annual	103,488.10	107,281.84				
MIH/CCP Lieutenant	Holiday	6,816.66	7,066.55				
	Total Annual Pay	110,304.76	114,348.39				
Captain (103.68 hr)	Hourly	40.667	42.422				
	Bi-Weekly	4,216.32	4,398.33				
	Annual	109,624.26	114,356.61				
	Holiday	7,220.85	7,532.56				
	Total Annual Pay	116,845.10	121,889.17				
Captain (80 hr)	Hourly	52.704	54.979				
	Bi-Weekly	4,216.32	4,398.33				
	Annual	109,624.26	114,356.61				
	Holiday	7,220.85	7,532.56				
	Total Annual Pay	116,845.10	121,889.17				

PART 3 – Perimeter (P) – 7/1/28

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2028
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	23.573	27.288	29.680	32.074	33.891	35.420
	Bi-Weekly	2,444.05	2,829.25	3,077.21	3,325.39	3,513.79	3,672.33
	Annual	63,545.30	73,560.51	80,007.38	86,460.25	91,358.46	95,480.62
	Holiday	4,185.67	4,845.36	5,270.01	5,695.05	6,017.70	6,289.22
	Total Annual Pay	67,730.97	78,405.87	85,277.39	92,155.31	97,376.15	101,769.84
Equipment Operator (103.68 hr)	Hourly	37.145					
	Bi-Weekly	3,851.16					
	Annual	100,130.04					
	Holiday	6,595.47					
	Total Annual Pay	106,725.52					
Lieutenant (103.68 hr)	Hourly	37.662	39.043				
	Bi-Weekly	3,904.82	4,047.99				
	Annual	101,525.19	105,247.67				
	Holiday	6,687.37	6,932.56				
	Total Annual Pay	108,212.56	112,180.23				
MIH Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
MIH/CCP Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
Lieutenant (80 hr)	Hourly	48.810	50.600				
	Bi-Weekly	3,904.82	4,047.99				
	Annual	101,525.19	105,247.67				
	Holiday	6,687.37	6,932.56				
	Total Annual Pay	108,212.56	112,180.23				
MIH Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
MIH/CCP Lieutenant	Hourly						
	Bi-Weekly						
	Annual						
	Holiday						
	Total Annual Pay						
Captain (103.68 hr)	Hourly	39.903	41.622				
	Bi-Weekly	4,137.19	4,315.33				
	Annual	107,566.90	112,198.57				
	Holiday	7,085.33	7,390.41				
	Total Annual Pay	114,652.23	119,588.98				
Captain (80 hr)	Hourly	51.715	53.942				
	Bi-Weekly	4,137.19	4,315.33				
	Annual	107,566.90	112,198.57				
	Holiday	7,085.33	7,390.41				
	Total Annual Pay	114,652.23	119,588.98				

PART 4 – Resident (R) – 7/1/29

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2029
RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.738	28.644	31.160	33.672	35.569	37.184
	Bi-Weekly	2,564.88	2,969.86	3,230.65	3,491.09	3,687.83	3,855.24
	Annual	66,686.99	77,216.23	83,996.84	90,768.33	95,883.51	100,236.12
	Holiday	4,392.61	5,086.16	5,532.79	5,978.82	6,315.76	6,602.46
	Total Annual Pay	71,079.60	82,302.39	89,529.64	96,747.16	102,199.26	106,838.58
Equipment Operator (103.68 hr)	Hourly	38.991					
	Bi-Weekly	4,042.59					
	Annual	105,107.41					
	Holiday	6,923.33					
	Total Annual Pay	112,030.73					
Lieutenant (103.68 hr)	Hourly	39.542	40.992				
	Bi-Weekly	4,099.72	4,250.01				
	Annual	106,592.74	110,500.29				
	MIH Lieutenant MIH/CCP Lieutenant	Holiday	7,021.16	7,278.55			
	Total Annual Pay	113,613.90	117,778.84				
Lieutenant (80 hr)	Hourly	51.247	53.125				
	Bi-Weekly	4,099.72	4,250.01				
	Annual	106,592.74	110,500.29				
	MIH Lieutenant MIH/CCP Lieutenant	Holiday	7,021.16	7,278.55			
	Total Annual Pay	113,613.90	117,778.84				
Captain (103.68 hr)	Hourly	41.887	43.695				
	Bi-Weekly	4,342.81	4,530.28				
	Annual	112,912.98	117,787.30				
	Holiday	7,437.47	7,758.54				
	Total Annual Pay	120,350.46	125,545.84				
Captain (80 hr)	Hourly	54.285	56.629				
	Bi-Weekly	4,342.81	4,530.28				
	Annual	112,912.98	117,787.30				
	Holiday	7,437.47	7,758.54				
	Total Annual Pay	120,350.46	125,545.84				

PART 4 – Perimeter (P) – 7/1/29

FIRE UNION PAY SCHEDULE
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING
JULY 1, 2029
PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.280	28.107	30.570	33.036	34.907	36.482
	Bi-Weekly	2,517.37	2,914.13	3,169.52	3,425.16	3,619.20	3,782.50
	Annual	65,451.66	75,767.32	82,407.60	89,054.06	94,099.21	98,345.04
	Holiday	4,311.24	4,990.72	5,428.11	5,865.91	6,198.23	6,477.89
	Total Annual Pay	69,762.90	80,758.04	87,835.71	94,919.96	100,297.44	104,822.93
Equipment Operator (103.68 hr)	Hourly	38.259					
	Bi-Weekly	3,966.69					
	Annual	103,133.95					
	Holiday	6,793.34					
	Total Annual Pay	109,927.28					
Lieutenant (103.68 hr)	Hourly	38.792	40.214				
	Bi-Weekly	4,021.96	4,169.43				
MIH Lieutenant	Annual	104,570.95	108,405.10				
MIH/CCP Lieutenant	Holiday	6,887.99	7,140.54				
	Total Annual Pay	111,458.94	115,545.64				
Lieutenant (80 hr)	Hourly	50.274	52.118				
	Bi-Weekly	4,021.96	4,169.43				
MIH Lieutenant	Annual	104,570.95	108,405.10				
MIH/CCP Lieutenant	Holiday	6,887.99	7,140.54				
	Total Annual Pay	111,458.94	115,545.64				
Captain (103.68 hr)	Hourly	41.101	42.870				
	Bi-Weekly	4,261.30	4,444.79				
	Annual	110,793.91	115,564.53				
	Holiday	7,297.89	7,612.13				
	Total Annual Pay	118,091.80	123,176.65				
Captain (80 hr)	Hourly	53.266	55.560				
	Bi-Weekly	4,261.30	4,444.79				
	Annual	110,793.91	115,564.53				
	Holiday	7,297.89	7,612.13				
	Total Annual Pay	118,091.80	123,176.65				

APPENDIX B -
VACATION AND WORK REDUCTION DAY REGULATIONS
EFFECTIVE DECEMBER 1, 2016

SECTION 1. COMPUTATION: Vacation time is as follows and will be scheduled as listed herein. All vacation time must be taken within the calendar year. In the interest of administration and equality, these totals are broken down into units of three (3) days each. Each unit contains one (1) scheduled on duty day for each platoon.

After one (1) year of service	15 Days - 5 Duty Days = 5 Units
After eight (8) years of service	21 Days - 7 Duty Days = 7 Units
After twelve (12) years of service	24 Days - 8 Duty Days = 8 Units
After sixteen (16) years of service	27 Days - 9 Duty Days = 9 Units
After nineteen (19) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-one (21) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-two (22) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-three (23) years of service	36 Days - 12 Duty Days = 12 Units

Eight-hour personnel will receive vacation as follows:

After one (1) year of service	2 Weeks + 1 Day
After eight (8) years of service	3 Weeks + 1 Day
After twelve (12) years of service	3 Weeks + 3.5 Days
After sixteen (16) years of service	4 Weeks + 1 Day
After nineteen (19) years of service	4 Weeks + 1 Day
After twenty (20) years of service	4 Weeks + 2 Days
After twenty-one (21) years of service	4 Weeks + 3 Days
After twenty-two (22) years of service	4 Weeks + 4 Days
After twenty-three (23) years of service	5 Weeks + 1 Day

SECTION 2. Loss of vacation accrual and holiday pay during sickness disability leave will be in accordance with Article XV of the Agreement between the City of West Allis and the West Allis Professional Fire Fighter's Association, Local 342, IAFF.

SECTION 3. The calendar year will be divided into cycles, each consisting of three (3) units, or nine (9) calendar days. The cycles will begin in January and extend through December 31 of each year. The cycle schedule will be posted through Department Order each year and shall be consistent with the previous year's work schedule.

SECTION 3. TIME OF SELECTIONS: Vacation and Work Reduction Days will be chosen starting on

December 1, and completed by December 21, of each year. Vacations will be chosen first, with Work Reduction Days to be picked immediately following. No vacation exchanges will be permitted until all vacation and Work Reduction Days are completed, except in cases of emergency. There will be no exchanges of Work Reduction Days at ANY TIME.

SECTION 4. ORDER OF VACATION SELECTIONS: Each platoon will select vacations in a separate schedule. Members will select according to rank and seniority in rank on the platoon. Where ties exist, position on the list in order of appointment will govern.

SECTION 5. SUMMER PERIOD: During the summer period a maximum of two (2) cycles may be selected. Summer vacation periods will start on June 8 and end on September 5. A member can select a one (1) or two (2) cycle vacation, but cannot split the vacation. They have to be consecutive with their columns. The beginning of the vacation must start on the cycle date. An exception can be made for an individual if they have a long trip planned. The employee may forward a letter to the Chief, stating the reason, and the request will be given consideration. Such letters must be in the Chief's office before selections are made. Additional summer period vacation time so granted, must be used for the purpose stated. If a change in plans indicates that the time will not be used, the Chief shall be notified before the start of the vacation and the additional time will be rescheduled out of the summer period at the convenience of the Department.

SECTION 6. SPLITTING VACATIONS: The full earned vacation may be taken at one (1) time, providing it conforms with Section 5, or may be split into two (2) or more segments. Vacation picks must be minimum of one (1) cycle duration, however, an employee having only one (1) unit remaining may select any unit in a cycle, except in the summer period on their initial pick.

SECTION 7. TOTAL NUMBER OF EMPLOYEES OFF: Provisions of this Section apply to the vacation and Work Reduction Day selection period, as well as any vacation and Work Reduction Day changes that occur through the calendar year. The total number of employees scheduled to be on vacation on each platoon during each unit shall not exceed five (5), exclusive of Battalion Chiefs. There will be no more than two (2) Equipment Operators on vacation per platoon at one (1) time. Work

Reduction Days shall be selected in all (5) columns, exclusive of Battalion Chiefs. The vacation and work reduction schedule will provide for a minimum of four (4) Officers, including a minimum of one (1) Captain on duty on each platoon. The work schedule of the Battalion Chief shall be taken into account when making this determination. The vacation and work reduction schedule will also provide for a minimum of four (4) Paramedics on duty on each platoon.

SECTION 8. REGULATION OF SELECTIONS: The vacation schedule on each platoon shall be filled as follows (Column priorities refer to vacation days only):

(A) Column No. 1 Captains shall have priority

(B) Column No. 2 Lieutenants and Equipment Operators shall have priority as provided below

(C) Column No. 3 Equipment Operators shall have priority

(D) Column No. 4 & 5 Fire Inspectors and Fire Fighters shall have priority

(E) Column No. 6 Shall be used to track Battalion Chiefs' vacation and work reduction selections and may be used for vacation and work reduction selections as necessary or at the discretion of the Fire Chief.

SECTION 9. OFFICERS: Officers may select nine (9) cycles in Column (2), but no more than four (4) cycles during the summer period. Refer to the provisions of Section 7.

SECTION 10. CAPTAINS: Refer to the provisions of Section 7. The vacation and work reduction schedule will provide for a minimum of four (4) Officers, including a minimum of one (1) Captain on duty on each platoon. The work schedule of the Battalion Chief shall be taken into account when making this determination. To the extent possible, Officer vacation will be scheduled on the platoon they will be assigned to at the time.

SECTION 11. LIEUTENANTS: A Lieutenant on each platoon may select a vacation that may coincide or overlap with a vacation selection of a Captain in their platoon. All else remains the same and this provision becomes effective December, 1990 for 1991 and thereafter vacation selection.

SECTION 12. EQUIPMENT OPERATORS: Equipment Operators may select fourteen (14) cycles in Column (2), but not to exceed six (6) cycles in the summer period, after Officers. During these fourteen

(14) cycles, two (2) Equipment Operators may be on vacation. A total of three (3) Equipment Operators on a platoon may be off at one (1) time.

SECTION 13. FIRE INSPECTORS AND FIRE FIGHTERS: Fire Inspectors and Fire Fighters may select any vacation time, in any column, not previously picked by Officers or Equipment Operators. They shall pick according to their fire fighting platoon seniority, except that no Fire Inspector shall be on vacation or work reduction during the week in which the State Fair opens, the week during State Fair or during Fire Prevention Week.

SECTION 14. VACATION EXCHANGE: Should an employee desire to exchange a vacation period with another employee, they shall complete an electronic Work Reduction/Vacation Change Request Form. Exchange may be made only with other employees of the same rank. If another employee with greater seniority in rank wishes to enter an exchange for the vacation period, the originator may withdraw the vacation exchange request. The completed Work Reduction/Vacation Change Request form will be submitted for approval to the station commander and shift commander.

SECTION 15. VACATION CHANGE: If vacation periods become vacant or are vacant within Columns (1) – (5) of the vacation schedule, employees will be permitted to change a vacation period, pursuant to the following guidelines.

(A) A vacation period vacancy must exist before an employee may request a change.

(B) An electronic Work Reduction/Vacation Change Request form, shall be filled out by selecting "Vacation" and by inserting the date(s) to be changed.

(C) The completed request form will be submitted to the station commander and shift commander for approval.

(D) Upon approval, the request form will be made available to all employees of the fire department via electronic communication, up to 1800 hours on the requesting day. The vacation change request will thereby be held without action for forty-eight (48) hours of the platoon's duty time. Once the change request has been approved and communicated to the affected shift for two consecutive workdays or given as much notice as possible if applicable to the next workday, the change will go

into effect so long as all other guidelines are met.

(E) Proper cycles or units shall be observed and Section 7 of Appendix B, effective December 1, 2016, is applicable.

(F) Column priorities:

(1) Column (1)

- (a) Captains have first priority, by seniority in rank.
- (b) Lieutenants have second priority, by seniority in rank.
- (c) Equipment Operators/Fire Inspectors/Fire Fighters have third priority by seniority within the Department.

(2) Column (2)

- (a) Lieutenants have first priority, by seniority in rank for nine (9) cycles during the summer period.
- (b) Equipment Operators have second priority by seniority in rank for fourteen (14) cycles during the summer period.
- (c) Captains, Fire Inspectors and Fire Fighters have third priority by Department seniority.
- (d) If Fire Inspectors and Fire Fighters with third priority do not request a vacation period when the total number of Lieutenant's and Equipment Operator's cycles are selected, then a Captain, Lieutenant, or Equipment Operator may request a vacation period change by seniority within Department.

(3) Column (3)

- (a) Equipment Operators have first priority by seniority in rank.
- (b) Captains, Lieutenants, Fire Inspectors and Fire Fighters have second priority by Department seniority.

(4) Column (4) and (5)

- (a) Fire Inspectors and Fire Fighters have first priority by Department seniority.
- (b) Captains, Lieutenants, Equipment Operators have second priority by Department seniority.

- (G) A request to select a vacant vacation cycle will be accorded priority over a request to select a vacant one (1) or two (2) unit vacation period in the summer. When selecting vacant vacation cycles in the summer period, Section 5 of Appendix B, effective December 1, 2016, shall be observed.
- (H) The vacation change shall take effect after the forty-eight (48) hour period if all guidelines are met.
- (I) If the vacant vacation period requested is the next workday, all possible notice will be given to all stations. If request meets these guidelines, the vacation period will be assigned to the employee making the request.
- (J) A vacation change will supersede a work reduction change.
- (K) Only one (1) vacation period change is permitted at a time. For example, employees may select one (1) unit or two (2) units or one (1) cycle or two (2) cycles, each of which is considered a separate change.
- (L) After an employee makes a vacation change, all other employees who request a change will be given an opportunity to change a vacation period, subject to these guidelines, before the employee changes a second vacation period.
- (M) The Chief of the Department may reassign vacation periods for an employee who was on sick or injured disability leave at time of scheduled vacation within any open Column. Assignments of vacation periods by the Chief under these circumstances shall have priority over all requests to select vacant vacation periods.

SECTION 16. SICK OR INJURED AT VACATION OR WORK REDUCTION: Employees on sick or injured leave at the time their vacation date arrives will continue on sick or injured leave until released to return to duty as provided for in the Department rules and will be subject to rules governing such leaves during that period except as hereinafter provided. The member shall have the option to either continue on sick or injured leave in lieu of the scheduled vacation, or indicate in writing to the Chief that they be placed on the scheduled vacation instead of using sick leave during those periods, provided the member presents the required medical release prior to returning to regular duty. When the option to use vacation is chosen, the member must notify the Department by 2000 of the last day prior to the next

scheduled workday whether they will return to regular duty or be placed back on sick or injured leave. If they have been off two (2) scheduled workdays or less, they shall call the station Commander to be taken off sick leave. If an employee is on sick or injured leave during a work reduction, that day shall not be rescheduled.

SECTION 17. RESCHEDULING OF VACATION DAYS: A member who is excused from regular duty because of illness, injury, jury duty, military leave, Paramedic training, or other reason and who has qualified to reschedule vacation days to a future date because of this excused time, may remove vacation days from the current vacation calendar. From July 1 through December 31, the vacated days will be "blacked out", so no other member will be eligible to move vacation or Work Reduction Days into the vacated days. This provision does not extend to dates vacated due to retirement, resignation, or dismissal. Effective January 1, 2002, an employee may move a vacation day to extend funeral leave. The date of the original vacation day shall be "blacked out" so that no other employee shall be eligible to move a vacation day or Work Reduction Day into the vacated day. Vacation days removed from the calendar may be rescheduled according to other provisions of this contract, provided the rescheduled vacation days do not cause staffing levels to fall below minimum acceptable staffing levels in effect at the time of rescheduling. Total shift staffing will be considered for this purpose, including all members previously excused from duty, regardless of their listing on the vacation calendar, shift commander monthly master or other record at the time of rescheduling.

SECTION 18. WORK REDUCTION DAYS: Battalion Chiefs will select their Work Reduction Days with the other employees for the purposes of maintaining a minimum of four (4) officers on duty at all times. The Battalion Chiefs' Work Reduction Days will be recorded in Column (6). Work reduction will be selected by platoon seniority, regardless of rank. Date of appointment to the Department and position on appointment list will determine the order of selection. For 1991 and thereafter, the nine (9) Work Reduction Days will be selected in five (5) round robin picks. The first round will be a single pick and the remaining four (4) rounds will be double picks. The work reduction schedule for members on 24-hour platoon duty shall be nine (9) working days in addition to holiday pay as stated in the City

Ordinance in effect for that year. Work Reduction Days will be selected in five (5) columns, within the provisions of Section 7 of this Appendix, effective December 1, 2016, “Total Number of Employees Off”, and with no restrictions for summer selections, except beginning January 1, 1985, any new employee appointed to the Department after Work Reduction Days have been selected can pick Work Reduction Days earned in the year of appointment with the following restrictions being applied:

(A) Only one (1) Work Reduction Day in the summer period,

(B) Only two (2) Work Reduction Days in a row and,

(C) None of the following holidays:

(1) New Year’s Day (January 1)

(2) Memorial Day (last Monday in May)

(3) July 4

(4) Labor Day (first Monday in September)

(5) Easter Sunday

(6) Thanksgiving Day

(7) Christmas Eve (December 24)

(8) Christmas Day (December 25)

(9) New Year's Eve (December 31)

If any vacation period opens up because of retirement, it will remain open for ten (10) calendar days before any probationary person is moved in to it. At the time of selections, the vacation and work reduction schedule will provide for four (4) Paramedics on duty on each platoon.

(D) Selected Work Reduction Days may not cause staffing levels to fall below minimum acceptable staffing levels in effect at the time of selection, unless approved by the Fire Chief. Total shift staffing will be considered for this purpose, including all members previously excused from duty, regardless of their listing on the vacation calendar, shift commander monthly master or other record at the time of selection.

SECTION 19. CHANGING WORK REDUCTION DAYS: All bargaining unit employees who receive

Work Reduction Days will be allowed to make four (4) changes of their Work Reduction Days after all vacation and Work Reduction Days are selected. There must be an open period in one (1) of the five (5) columns which the member may select as a Work Reduction Day. A vacation change will have precedence over a Work Reduction Day change. Any Work Reduction Day change will be electronically communicated to all employees of the fire department, the same as a vacation change. All other rules concerning vacation and Work Reduction Day selection will be followed, such as total number of employees off, etc. After a member makes one (1) Work Reduction Day change, all other members who have requested a change will change one (1) day before any member changes a second Work Reduction Day. Effective January 1, 2002, an employee may move a Work Reduction Day to extend funeral leave. The date of the original Work Reduction Day shall be "blacked out" so that no other employee shall be eligible to move a vacation day or Work Reduction Day into the vacated day. The electronic Work Reduction/Vacation Change Request form will be used for work reduction changes as well as vacation changes. Any Work Reduction Day which falls during a period when the employee is on long term sick or injured will be lost and will not be changed.

SECTION 20. NUMBER OF EMPLOYEES OFF ON WORK REDUCTION: Employees in selecting work reduction, will be held, insofar as it is possible and practical, to the vacation regulations on the number of each rank that can be off at one (1) time.

SECTION 21. WORK REDUCTION IN VACATION COLUMNS: Any open day in the vacation schedule may be selected as work reduction, providing it conforms to Sections 7 and 12 of Appendix B, effective December 1, 2016, and all other vacation and work reduction rules provided herein. Any overflow of work reduction will be in the sixth column in January.

APPENDIX C -
CERTIFICATION OF NATIONAL REGISTRY OF EMT-ADVANCED (PARAMEDIC)

SECTION 1. All existing classified Fire Department employees who, as part of their classification duties, are required, through the agreement between the City of West Allis, and Milwaukee County for the Provision of Emergency Medical Services, to maintain their Paramedic National Registry certification must obtain and retain this certification while employed in their job classification.

SECTION 2. Any existing Fire Department employees seeking appointment to or ordered/assigned into a position, which requires Paramedic National Registry certification, shall be required to obtain certification prior to placement in the new position.

SECTION 3. Any new, non-certified person seeking appointment to a position within the classified service shall be required to obtain Paramedic National Registry certification prior to placement in the service.

SECTION 4. The Department has offered and subsequently provided training for the knowledge of the Paramedic National Registry examination to existing employees affected or potentially affected by the Paramedic National Registry requirement. Employees have been allowed to attend training programs during regular work hours, on detached duty at a training center selected by the Department.

SECTION 5. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to take any exams administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.

SECTION 6. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to attend any required refresher training administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.

SECTION 7. Employees affected or potentially affected by the Paramedic National Registry requirement who maintain their Wisconsin EMT-Paramedic license, are paid an incentive rate as determined by the Agreement between the City of West Allis and the West Allis Professional Fire Fighters Association,

IAFF Local 342.

SECTION 8. The City will only pay the Paramedic National Registry certification fee for those employees whose classification requires them to maintain Paramedic National Registry certification.

SECTION 9. This Appendix becomes invalid upon cessation of any Paramedic National Registry certification mandates within the City's agreement with Milwaukee County or upon cessation of the City's agreement with Milwaukee County.

State of Wisconsin



Labor and Industry Review Commission

Robert Gendrich
Applicant

City of West Allis
Employer

City of West Allis, C/O Cities and Villages Mutual Ins. Co.
Insurer

Claim No.2024-000405

**Worker's Compensation
Decision¹**

Dated and Mailed:

SEP 18 2025

SEP 22 2025

gendrro_wsd.doc:103

Interlocutory Order

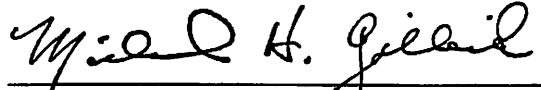
The commission **affirms** the decision of the administrative law judge. Accordingly, within 30 days of this date, City of West Allis and Cities & Villages Mutual Insurance Company shall pay all of the following:

- 1) To the applicant, Robert Gendrich, the sum of Twenty-seven thousand six hundred ninety-three dollars and seventy-seven cents (\$27,693.77) for accrued permanent partial disability;
- 2) To the applicant, Robert Gendrich, the sum of Five thousand seven hundred five dollars and zero cents (\$5,705.00) for reimbursement of out-of-pocket medical expenses; and
- 3) To the applicant's attorney of record, Jaron Mosier, the sum of Seven thousand two hundred ninety-eight dollars and forty-four cents (\$7,298.44) for attorney fees, in addition to One thousand five hundred dollars and zero cents (\$1,500.00) for reimbursement of costs.

¹ **Appeal Rights:** See the yellow enclosure for the time limit and procedures for obtaining judicial review of this decision. If you seek judicial review, you **must** name the following as defendants in the summons and the complaint: the Labor and Industry Review Commission, and all other parties in the caption of this decision or order (the boxed section above). Appeal rights and answers to frequently asked questions about appealing a worker's compensation decision to circuit court are also available on the commission's website, <http://lirc.wisconsin.gov>.

Jurisdiction is reserved for such further findings and orders as may be necessary.

By the Commission:



Michael H. Gillick, Chairperson



Georgia E. Maxwell, Commissioner



Marilyn Townsend, Commissioner

Procedural Posture

On November 16, 2023, the applicant filed a hearing application claiming compensation for an occupational hearing loss with a date of injury of May 17, 2019, the date of the final termination of the employer-employee relationship. On January 11, 2024, the City of West Allis (hereinafter, "the employer") and its carrier, City of West Allis C/O CVMIC (hereinafter, collectively, "the respondents") filed an Answer in which they admitted jurisdictional facts and denied that additional parties needed to be joined for a complete resolution of the applicant's claim.

An administrative law judge (ALJ) from the Department of Administration, Division of Hearings and Appeals, Office of Worker's Compensation Hearings heard the matter on June 19, 2024. The ALJ issued his decision on September 30, 2024. The respondents filed a timely petition for commission review.

The commission has considered the petition and the positions of the parties and has reviewed the evidence submitted at the hearing. Based on its review, the commission agrees with the decision of the ALJ, and it adopts the findings and conclusion in that decision as its own, except that it makes the following:

Modifications

1) The following sentences shall be added to the end of the third paragraph on page 4 of the ALJ's decision:

During this period of employment, the applicant was exposed to loud noise from the gas-powered equipment that he operated at work. The applicant retired from the employer on May 17, 2019, at which point termination of the employer-employee relationship occurred.

2) The first sentence of the first full paragraph on page 7 of the ALJ's decision is deleted and the following sentences are substituted therefor:

The applicant was also exposed to loud noise while working in the Building and Signs Department from 1980-1986, during which time he operated a jackhammer frequently, as well as when he worked seasonally for the employer from 2016 through 2019, during which time he operated gas-powered equipment. These periods of employment also contributed to his hearing loss.

Memorandum Opinion

The applicant worked for many years in noisy environments through his several separate periods of employment with the employer. His employment also included periods of non-noisy employment with other employers. There is no evidence that the applicant was exposed to noisy environments outside of the workplace. The applicant retired in 2019 and pursued a claim for occupational hearing loss based on his final separation from employment with the respondent.

In its petition for commission review, the respondents dispute that the applicant's hearing loss was caused by occupational exposure, and also argue, for the first time,² that the applicant had two separate employer-employment relationships with the respondent, with two separate dates of injury, one in 1986 and one in 2019; that the Work Injury Supplemental Benefit Fund (hereinafter, "WISBF"), and not the respondents, should be responsible for the alleged 1986 date of injury, pursuant to Wis. Stat. § 102.17(4)(b); and that the respondent should be allowed to deduct the hearing loss reflected in a 2011 audiogram from its liability for the 2019 date of injury.

The commission rejects all of these arguments.

Factual Background

The applicant worked off and on for the employer for many years. His employment history and noise exposure is summarized in the following table:

Dates	Employer	Work	Noise exposure
1968-1986	City of West Allis	Garbage collector, incineration unit operator, and sign installer	Loud truck engine while compacting garbage, incinerator compaction noise, jackhammer use
1986-1989	Landscaping business	Landscaper	No noisy exposure.
1989	City of West Allis	Sign department and snow removal.	Jackhammer use
1995-2015	Electrical supply company	Fulfilled orders alone in a quiet room.	No noisy exposure.
2016-2019	City of West Allis	Worked seasonally, mowing grass with gas powered equipment.	Noisy lawn mowing equipment
May 17, 2019	City of West Allis	Retired	

² In their Answer to the Hearing Application in this case, the respondents admitted all jurisdictional facts. In response to question 11, "Do you contend that additional parties must be joined for a complete resolution of applicant's claim?" the respondents answered, "Deny." At hearing in this case, the ALJ stated, "at issue for hearing today is whether the applicant's duties for the respondent, employer were a material contributory causative factor in the onset or progression of his hearing loss" and asked, "Is that an accurate and complete statement of the matters conceded and the issues in dispute at this hearing," to which the attorney for the respondents replied, "Yes." The respondents did not raise any dispute as to the alleged date of injury or that WISBIF should be added as a party, until the ALJ had issued his decision adverse to the respondents and the matter was on appeal to the commission. The applicant argues that the respondent waived any argument that WISBIF was instead responsible when it failed to plead that defense prior to hearing. The commission agrees that the respondent's arguments regarding the appropriate date of injury and the responsible party are untimely, but has nonetheless considered those arguments raised by the respondent and rejects them on the merits.

The applicant and others around him first noticed his hearing difficulties in 1970, two years after he began employment with the City of West Allis. He did not seek treatment, however, until 2011. At that time, his first audiogram showed 55 percent binaural loss. He continued working, treating, and wearing hearing aids thereafter and retired in 2019.

Medical Causation

The applicant submitted a 16B from Matthew Ubell, M.D., who opined credibly that the applicant had mixed loss in the low frequencies and sensorineural loss in the high frequencies. He stated that "there is something causing the conductive component of his overall mixed hearing loss that is not due to noise exposure, but the sensorineural component of his hearing loss is consistent with noise exposure." Dr. Ubell rated the applicant's work-related sensorineural loss at a 46 percent permanent partial disability.

An independent medical examiner for the respondent, Steven Dankle, M.D., agreed that the applicant had mixed hearing loss but asserted that occupational noise exposure had no contribution to either the onset or progression of the loss. Dr. Dankle theorized that the applicant's hearing loss was caused by a middle ear pathology and offered his opinion that otosclerosis was the most likely cause. Dr. Dankle stated that the applicant's large air bone gaps were likely caused by otosclerosis and that the air bone gaps would have offered protection from hearing damage from noise exposure. However, the record contains no audiograms showing air bone gaps until 2011. By then, the applicant had experienced many years of occupational noise exposure.

Dr. Ubell reviewed Dr. Dankle's opinion and countered that otosclerosis is rare in people under 30 years old and that, because the applicant began working for the employer at 19 years old, even if he did eventually get otosclerosis, the applicant most likely would have had exposure to loud occupational noise for at least a decade prior to onset of the otosclerosis and the consequent air bone gap which could have protected against damage from the occupational exposure,³ and that even if the applicant does have otosclerosis, the hearing exposure was also a material contributory factor.

The ALJ found that the applicant's duties with the employer, and not the early onset of otosclerosis, caused or contributed to his hearing loss, and awarded 46 percent permanent partial disability. The commission agrees. The commission finds the opinion of Dr. Ubell credible. Dr. Ubell provided a clear rationale, assessing a portion of hearing loss to occupational exposure, while attributing a different component of loss to non-occupational causes. He addressed the theories raised by Dr. Dankle and rationally explained why otosclerosis was not a likely cause of the applicant's hearing

³ The respondent argues that Dr. Ubell's report should be disregarded because it does not specifically mention the applicant's report that he started experiencing hearing loss in 1970, two years after he began working for the employer. However, Dr. Ubell's report does not state that the applicant suffered no hearing loss early on, and in fact his report notes that it is likely that the applicant was experiencing unprotected noise exposure during that time, given that it is unlikely that the applicant had otosclerosis at such a young age.

loss, and certainly not to the exclusion of occupational exposure as at least a contributory factor. Dr. Dankle never credibly explained how the noisy work environment could be totally excluded, even if other causes also contributed to the hearing loss, as acknowledged by Dr. Ubell.

Date of Injury

The respondents in this case attempt to circumvent their liability for the occupational hearing loss by asserting that the applicant's termination of employment with the employer in 1986 constituted a date of injury for his hearing loss. They are mistaken because, as the respondents acknowledge, it is the employee who gets to choose the date of injury for occupational hearing loss claims. Chapter 102 provides that the date of injury for an occupational hearing loss claim:

shall, at the option of the employee, be the date of occurrence of any of the following events to an employee:

- (a) Transfer to non-noisy employment by an employer whose employment has caused occupational deafness;
- (b) The last day actually worked before retiring, regardless of vacation pay or time, sick leave or any other benefit to which the employee is entitled;
- (c) Termination of the employer-employee relationship; or
- (d) Layoff, provided the layoff is complete and continuous for 6 months.

Wis. Stat. § 102.555(4). The applicant in this case elected as his date of injury the date of the termination of the employer-employee relationship, May 17, 2019. The applicant did not claim a 1986 date of injury and did not file his claim until 2019. The commission is not at liberty to select a different occurrence as the date of injury for this claim.

The last employer whose employment contributed to the disability is responsible for the entire occupational claim. *North River Ins. Co. v. Manpower Temp. Services*, 212 Wis. 2d 63, 71, 568 N.W.2d 15 (Ct. App. 1997). This includes claims for occupational hearing loss. It is irrelevant that the applicant left employment for a period of time because, even in the case of multiple separate employers, the final employer is the responsible party. In this case, the applicant was exposed to a noisy environment in each of his periods of employment with this employer. He was not exposed to noisy environments at other employers or in non-occupational settings. Thus, his only noise exposure was while working for this employer.

The respondent argues that *Bradley v. DaimlerChrysler*, WC Claim No. 2002-044843 (LIRC Aug. 3, 2006) stands for the proposition that an employee can have separate periods of employment with the same employer and those periods should be evaluated as if they were with separate employers. The respondent misreads that case. In

DaimlerChrysler, there was a business ownership change from Jeep Eagle to DaimlerChrysler that took place in January of 1989. At that point, Jeep Eagle conceded and paid the applicant compensation for 9.1 percent binaural occupational hearing loss attributable to his employment with it. The applicant thereupon continued to work in a noisy environment in the same plant, albeit under DaimlerChrysler's business ownership. When he chose to retire and file his occupational hearing loss claim in February of 2002, the applicant had sustained additional hearing loss attributable to his employment with Daimler Chrysler since January of 1989. The department and the commission calculated his entire occupational hearing loss, including the 9.1 percent he had in 1989, but gave Daimler Chrysler a dollar amount credit for the previous payment of that 9.1 percent compensation. *DaimlerChrysler* is not analogous to the applicant's case, in which there was no previous award of compensation for occupational hearing loss.

The commission finds that the applicant properly elected the date of the final termination of the employer-employee relationship in 2019 as his date of injury and denies the request to disturb that date of injury on appeal. Because there is no second date of injury for the same employer, the 1986 date proposed by the respondent is rejected and the request to shift liability to WISBIF is denied.

Credit for Previous Hearing Loss

The respondent also argues that, because a hearing exam in 2011 documented hearing loss, the respondent cannot be liable for hearing loss prior to that date, citing the statutory provision that:

(8) An employer is liable for the entire occupational deafness to which his or her employment has contributed; *but if previous deafness is established by a hearing test or other competent evidence, whether or not the employee was exposed to noise within the 2 months preceding such test, the employer is not liable for previous loss so established nor is the employer liable for any loss for which compensation has previously been paid or awarded.*

Wis. Stat. § 102.555(8). (Emphasis added). Such an interpretation would allow an employer to avoid liability any time it conducted a hearing test during the pendency of employment. Because the respondent was the only source of noise exposure in this case, the hearing test simply established hearing loss during the course of the applicant's various periods of employment with the employer. It did not establish "previous deafness" that occurred prior to any employment with the respondent. The commission rejects the respondent's illogical interpretation of this section.

For the foregoing reasons, the decision of the ALJ, as modified, is affirmed.

cc: Atty. Jaron Mosier
Atty. Christopher Behrens

**Appealing a Worker's Compensation Decision of the
Labor and Industry Review Commission to a Wisconsin circuit court**

You may appeal the commission decision to a Wisconsin circuit court. Read the decision carefully.
If you need this information translated to another language, please contact us at (608) 266-9850.
The commission has translation services available to respond to telephone calls.

Commencing Legal Review of a Commission Decision

Any party aggrieved by the commission decision may begin a legal action for review of the commission decision in circuit court. The action must be commenced within 30 calendar days from the date of the commission decision. **Such action is commenced only by filing a summons and complaint with the circuit court and serving an authenticated copy of the summons and of the complaint upon the commission, all within 30 calendar days from the date of the commission decision.**

- Service must be made upon a commissioner of the Labor and Industry Review Commission or an agent authorized by the commission to accept service.
- The commissioners and authorized agents are located only in Madison at the address listed below. **Service upon the commission shall be deemed complete service on all parties but there shall be left with the commissioner or authorized agent so served as many copies of the summons and complaint as there are defendants.** Wis. Stat. § 102.23(1)(a). **The pleadings may be mailed to the commission, but the service will only be effective if the pleadings are actually received by the commission within the appeal period.** Service by facsimile (FAX) transmission is *not* sufficient to commence a court action.

For delivery by private carrier or service in person:

Labor and Industry Review Commission
3319 West Beltline Highway, 2 West
Madison, WI 53713
Phone: (608) 266-9850

For delivery by U.S. Postal Service:

Labor and Industry Review Commission
P.O. Box 8126
Madison, WI 53708
Phone: (608) 266-9850

- The complaint shall state the grounds upon which review is sought.
- Any aggrieved party or parties appealing the commission decision must be named as the plaintiff or plaintiffs.
- The action must name as defendants: (1) the commission, and (2) all persons identified as a person who must be made a party to the action in the commission decision for which review is sought.

The proceedings shall be in the circuit court of the county where the plaintiff resides. Exceptions:

- If the plaintiff is a state agency, the proceedings shall be in the circuit court of the county where the defendant resides.
- For other circumstances, including the situation where the plaintiff is a nonresident of Wisconsin, venue shall be as set forth in Wis. Stat. § 801.50, *et seq.*

The proceedings may be brought in any circuit court if all parties stipulate and that court agrees.

The judicial review provisions in Wis. Stat. ch. 227 (Administrative Procedure), § 801.02 (Civil Procedure) and ch. 799 (Small Claims) do not apply.

It is the responsibility of the appealing party to arrange for preparation of the necessary legal documents since neither the commission nor its representatives can assist in such preparation. A copy of these appeal rights and answers to frequently asked questions (FAQs) are available at <http://lirc.wisconsin.gov/wchowtoappeal.htm>.

Derechos de apelación

APPEAL RIGHTS

**Apelación de una decisión de compensación del trabajador de la
Comisión de Revisión de Trabajo e Industria ante un Tribunal de Circuito de Wisconsin
APPEALING A WORKER'S COMPENSATION DECISION OF THE LABOR AND INDUSTRY REVIEW COMMISSION
TO A WISCONSIN CIRCUIT COURT**

Puede apelar la decisión de la Comisión a un tribunal de circuito de Wisconsin. Lea la decisión con detenimiento.
Si necesita esta información traducida a otro idioma, sírvase comunicarse con nosotros al (608) 266-9850.
La comisión posee servicios de traducción disponibles para responder a llamados telefónicos.

Inicio de la revisión legal de una decisión de la comisión

Toda parte agraviada por la decisión de la comisión puede iniciar una acción legal para la revisión de la decisión de la comisión en un tribunal de circuito. La acción debe iniciarse dentro de los 30 días calendario desde la fecha de la decisión de la comisión. **Dicha acción se inicia únicamente presentando una citación y denuncia ante el tribunal de circuito y entregando una copia autenticada de la citación y de la denuncia a la comisión, todo dentro de los 30 días calendario desde la fecha de la decisión de la comisión.**

- La entrega debe realizarse a un comisionado de la Comisión de Revisión de Trabajo e Industria (Labor and Industry Review Commission) o a un representante autorizado por la comisión para aceptar la entrega.
- Los comisionados y los representantes autorizados están ubicados únicamente en Madison en la dirección indicada abajo. **La entrega a la comisión se considerará realizada a todas las partes, pero se deberán entregar al comisionado o al representante autorizado tantas copias de la citación y de la denuncia como demandados haya.** Wis. Stat. § 102.23(1)(a). **Los alegatos pueden ser enviados por correo a la comisión, pero la entrega sólo será efectiva si estos alegatos son recibidos por la comisión dentro del periodo de apelación.** La entrega por transmisión por facsímil (FAX) *no* es suficiente para iniciar una acción judicial.

Para entrega por empresa de correo privado o en persona:

Labor and Industry Review Commission
3319 West Beltline Highway, 2 West
Madison, WI 53713
Teléfono: (608) 266-9850

Para entrega por U.S. Postal Service:

Labor and Industry Review Commission
P.O. Box 8126
Madison, WI 53708
Teléfono: (608) 266-9850

- La denuncia debe indicar los fundamentos sobre los que se busca una revisión.
- Toda parte o partes agraviadas que apelen la decisión de la comisión deben ser designadas como la demandante o demandantes.
- La acción debe designar como demandados a: (1) la comisión y (2) todas las personas identificadas como una persona que se debe convertir en parte de la acción en la decisión de la comisión que se busca revisar.

El procedimiento debe hacerse en el tribunal de circuito del condado en el que reside la parte demandante. Excepciones:

- Si la parte demandante es una agencia estatal, los procedimientos se llevarán a cabo en el tribunal de circuito del condado en el que reside el acusado.
- En otras circunstancias, incluida la situación en la que la parte actora no es residente de Wisconsin, la jurisdicción se establecerá según lo indicado en Wis. Stat. § 801.50, *et seq.*

Los procedimientos pueden ser presentados en cualquier tribunal de circuito si todas las partes están de acuerdo y el tribunal acepta.

Las disposiciones de revisión judicial en Wis. Stat. ch. 227 (Procedimiento administrativo), § 801.02 (Procedimiento civil) y ch. 799 (Menor cuantía) no rigen.

Es responsabilidad de la parte apelante arreglar la preparación de los documentos legales necesarios ya que ni la comisión ni sus representantes pueden asistir en tal preparación. Una copia de estos derechos de apelación y respuestas a las preguntas frecuentes (FAQs) están disponibles en <http://lirc.wisconsin.gov/wchowtoappeal.htm>.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

RECEIVED
DEC 31 2024
WEST ALLIS
CITY ATTORNEY

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)
Defendant

Civil Action No. 24-cv-01487

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Michael Dobschuetz, West Allis Police Department, 11301 W. Lincoln Ave, West Allis, WI 53227
(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 12/26/2024

[Handwritten signature]

Signature of the attorney or unrepresented party

Paul A. Kinne

Printed name

Gingras, Thomsen & Wachs, LLP
8150 Excelsior Drive
Madison, WI 53717

Address

kinne@gtwlawyers.com

E-mail address

(608) 833-2632

Telephone number

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)

Defendant

)
)
) Civil Action No. 24-cv-01487
)
)

WAIVER OF THE SERVICE OF SUMMONS

To: Paul A. Kinne
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 26, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Michael Dobschuetz

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)
Defendant

Civil Action No. 24-cv-01487

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(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

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Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 12/26/2024

[Handwritten signature]

Signature of the attorney or unrepresented party

Paul A. Kinne

Printed name

Gingras, Thomsen & Wachs, LLP
8150 Excelsior Drive
Madison, WI 53717

Address

kinne@gtwlawyers.com

E-mail address

(608) 833-2632

Telephone number

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)

Defendant

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)

Civil Action No. 24-cv-01487

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(Name of the plaintiff's attorney or unrepresented plaintiff)

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I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 26, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Michael Dobschuetz

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

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If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

CEDRIC BANKS,

Plaintiff,

v.

Civil Action No.: _____

[Trial by Jury Demanded]

MICHAEL LAZARIS
(In his individual capacity),

MICHAEL DOBSCHUETZ
(In his individual capacity),

and

PATRICK MITCHELL
(In his official capacity),

Defendants.

COMPLAINT

NOW COMES Plaintiff, CEDRIC BANKS, through his attorneys, GINGRAS, THOMSEN & WACHS, LLP, and offers the following as the Complaint in this matter:

INTRODUCTION

1. This is a civil rights action under 42 U.S.C. § 1983 to redress the deprivation under color of law of Plaintiff's rights to be free of excessive force in violation of the due process clause as secured by the Fourth and Fourteenth Amendments to the United States Constitution.

NATURE OF PROCEEDINGS

2. Plaintiff brings this case via 42 U.S.C. § 1983, under the Fourth and Fourteenth Amendments of the United States Constitution. Plaintiff alleges Defendants Michael Lazaris and Michael Dobschuetz used excessive force by dragging Plaintiff out of his vehicle and assaulting him, including the use of pepper spray and a Taser. The plaintiff also alleges that the policies, procedures and practices in force at the West Allis Police Department, as adopted and enforced by Police Chief Patrick Mitchell, caused harm to Plaintiff.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. sec. 1331 and 28 U.S.C. § 1343(a)(3) because all claims arise under federal law.

4. Venue is proper under 28 U.S.C. sec. 1391 in that all of the acts alleged to have been committed by the defendants occurred within the Eastern District of Wisconsin.

PARTIES

5. Plaintiff Cedric Banks (Banks) is an adult resident of the State of Wisconsin.

6. Defendant Michael Lazaris (Lazaris) has at all times relevant hereto been a police officer with the West Allis Police Department. The claims against him are in his individual capacity, and the conduct attributed to him was taken under color of law, within the scope of his employment, and it was intentional.

7. Defendant Michael Dobschuetz (Dobschuetz) has at all times relevant hereto been a police officer with the West Allis Police Department. The claims against

him are in his individual capacity, and the conduct attributed to him was taken under color of law, within the scope of his employment, and it was intentional.

8. Defendant Patrick Mitchell (Mitchell) has at all times relevant hereto been the Chief of Police for the West Allis Police Department, giving him final policy making authority with respect to the department. The claims alleged against him are in his official capacity only.

FACTS

9. On May 9, 2024, Lazaris stopped the vehicle driven by Banks.

10. Lazaris asked Banks to give him (Lazaris) his keys while Banks was sitting in his vehicle.

11. As Banks was complying with the order, Lazaris physically attacked Banks. Dobschuetz then joined in the attack. Lazaris and / or Dobschuetz administered pepper spray on Banks's face. Lazaris and / or Dobschuetz then Tasered Banks.

12. The use of force was not justified. It was excessive.

13. Banks suffered physical and emotional injuries as a result of the officers' use of excessive force.

14. Banks also suffered economic damages as a result of the officers' unlawful conduct.

15. Officers with the West Allis Police Department, including Lazaris and Dobschuetz, are trained to use force against complying detainees in a manner consistent with the way Lazaris and Dobschuetz treated Banks on May 9, 2024.

16. It is the policy of the West Allis Police Department to use force against complying detainees in a manner consistent with the way Lazaris and Dobschuetz treated Banks on May 9, 2024.

**CLAIM FOR RELIEF AGAINST LAZARIS AND DOBSCHUETZ -
VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS -
EXCESSIVE FORCE**

17. Plaintiff realleges and incorporates by reference, all preceding allegations.

18. By engaging in the conduct described in this Complaint, Lazaris and Dobschuetz used excessive force against Banks in violation of the Fourth and Fourteenth Amendments to the United States Constitution.

19. This violation of Banks's rights has caused Banks severe and permanent physical, emotional and economic damages.

THIRD CLAIM FOR RELIEF: MONELL CLAIM

20. Plaintiff realleges and incorporates by reference all the allegations in the preceding paragraphs.

21. The policies, practices and training at the West Allis Police Department, as described in this Complaint, resulted in Lazaris and Dobschuetz using excessive force against Banks.

22. This violation of Banks's rights has caused Banks severe and permanent physical, emotional and economic damages.

WHEREFORE, the plaintiff demands judgment against the defendants, jointly and severally, as follows:

a. Against Lazaris and Dobschuetz in their individual capacities, for compensatory damages, for the severe injuries caused by the use of excessive force against Banks, as set forth above, and for the violation of his rights as set forth above in an amount to be determined at trial of this matter;

b. Against Lazaris and Dobschuetz in their individual capacities for punitive damages in an amount to deter them and others from engaging in similar conduct;

c. Against Mitchell in his official capacity for compensatory damages for the severe injuries, as set forth above, and for the violation of Banks's rights as set forth above in an amount to be determined at trial of this matter.

d. For all costs, disbursements and actual attorneys' fees pursuant to 42 U.S.C. § 1988, and for such other relief as the Court deems just and equitable.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL OF THIS MATTER ON ALL ISSUES SO TRIABLE.

Respectfully Submitted:

November 15, 2024

GINGRAS, THOMSEN & WACHS, LLP

Electronically signed by s/ Paul A. Kinne

Paul A. Kinne

State Bar No.: 1021493

8150 Excelsior Drive

Madison, WI 53717

Telephone: (608) 833-2632

Email: Kinne@gtwlawyers.com

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

RECEIVED DEC 31 2024 WEST ALLIS CITY ATTORNEY

CEDRIC BANKS

Plaintiff MICHAEL LAZARIS (in his individual capacity), MICHAEL DOBSCHUETZ (in his individual capacity), and PATRICK MITCHELL (in his official capacity) Defendant

Civil Action No. 24-cv-01487

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Patrick Mitchell, West Allis Police Department, 11301 W. Lincoln Ave, West Allis, WI 53227

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 12/27/2024

Handwritten signature of Paul A. Kinne

Signature of the attorney or unrepresented party

Paul A. Kinne

Printed name

Gingras, Thomsen & Wachs, LLP 8150 Excelsior Drive Madison, WI 53717

Address

kinne@gttlawyers.com

E-mail address

(608) 833-2632

Telephone number

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff
MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)
Defendant

Civil Action No. 24-cv-01487

WAIVER OF THE SERVICE OF SUMMONS

To: Paul A. Kinne
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 27, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Patrick Mitchell

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity), and
PATRICK MITCHELL (in his official capacity)

Defendant

Civil Action No. 24-cv-01487

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To: Patrick Mitchell, West Allis Police Department, 11301 W. Lincoln Ave, West Allis, WI 53227

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

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Date: 12/27/2024



Signature of the attorney or unrepresented party

Paul A. Kinne

Printed name

Gingras, Thomsen & Wachs, LLP
8150 Excelsior Drive
Madison, WI 53717

Address

kinne@gtwlawyers.com

E-mail address

(608) 833-2632

Telephone number

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)

Defendant

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Civil Action No. 24-cv-01487

WAIVER OF THE SERVICE OF SUMMONS

To: Paul A. Kinne

(Name of the plaintiff's attorney or unrepresented plaintiff)

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I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 27, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Patrick Mitchell

Printed name of party waiving service of summons

Printed name

Address

E-mail address

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If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

CEDRIC BANKS,

Plaintiff,

v.

Civil Action No.: _____

[Trial by Jury Demanded]

MICHAEL LAZARIS
(In his individual capacity),

MICHAEL DOBSCHUETZ
(In his individual capacity),

and

PATRICK MITCHELL
(In his official capacity),

Defendants.

COMPLAINT

NOW COMES Plaintiff, CEDRIC BANKS, through his attorneys, GINGRAS, THOMSEN & WACHS, LLP, and offers the following as the Complaint in this matter:

INTRODUCTION

1. This is a civil rights action under 42 U.S.C. § 1983 to redress the deprivation under color of law of Plaintiff's rights to be free of excessive force in violation of the due process clause as secured by the Fourth and Fourteenth Amendments to the United States Constitution.

NATURE OF PROCEEDINGS

2. Plaintiff brings this case via 42 U.S.C. § 1983, under the Fourth and Fourteenth Amendments of the United States Constitution. Plaintiff alleges Defendants Michael Lazaris and Michael Dobschuetz used excessive force by dragging Plaintiff out of his vehicle and assaulting him, including the use of pepper spray and a Taser. The plaintiff also alleges that the policies, procedures and practices in force at the West Allis Police Department, as adopted and enforced by Police Chief Patrick Mitchell, caused harm to Plaintiff.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. sec. 1331 and 28 U.S.C. § 1343(a)(3) because all claims arise under federal law.

4. Venue is proper under 28 U.S.C. sec. 1391 in that all of the acts alleged to have been committed by the defendants occurred within the Eastern District of Wisconsin.

PARTIES

5. Plaintiff Cedric Banks (Banks) is an adult resident of the State of Wisconsin.

6. Defendant Michael Lazaris (Lazaris) has at all times relevant hereto been a police officer with the West Allis Police Department. The claims against him are in his individual capacity, and the conduct attributed to him was taken under color of law, within the scope of his employment, and it was intentional.

7. Defendant Michael Dobschuetz (Dobschuetz) has at all times relevant hereto been a police officer with the West Allis Police Department. The claims against

him are in his individual capacity, and the conduct attributed to him was taken under color of law, within the scope of his employment, and it was intentional.

8. Defendant Patrick Mitchell (Mitchell) has at all times relevant hereto been the Chief of Police for the West Allis Police Department, giving him final policy making authority with respect to the department. The claims alleged against him are in his official capacity only.

FACTS

9. On May 9, 2024, Lazaris stopped the vehicle driven by Banks.

10. Lazaris asked Banks to give him (Lazaris) his keys while Banks was sitting in his vehicle.

11. As Banks was complying with the order, Lazaris physically attacked Banks. Dobschuetz then joined in the attack. Lazaris and / or Dobschuetz administered pepper spray on Banks's face. Lazaris and / or Dobschuetz then Tasered Banks.

12. The use of force was not justified. It was excessive.

13. Banks suffered physical and emotional injuries as a result of the officers' use of excessive force.

14. Banks also suffered economic damages as a result of the officers' unlawful conduct.

15. Officers with the West Allis Police Department, including Lazaris and Dobschuetz, are trained to use force against complying detainees in a manner consistent with the way Lazaris and Dobschuetz treated Banks on May 9, 2024.

16. It is the policy of the West Allis Police Department to use force against complying detainees in a manner consistent with the way Lazaris and Dobschuetz treated Banks on May 9, 2024.

**CLAIM FOR RELIEF AGAINST LAZARIS AND DOBSCHUETZ -
VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS -
EXCESSIVE FORCE**

17. Plaintiff realleges and incorporates by reference, all preceding allegations.

18. By engaging in the conduct described in this Complaint, Lazaris and Dobschuetz used excessive force against Banks in violation of the Fourth and Fourteenth Amendments to the United States Constitution.

19. This violation of Banks's rights has caused Banks severe and permanent physical, emotional and economic damages.

THIRD CLAIM FOR RELIEF: MONELL CLAIM

20. Plaintiff realleges and incorporates by reference all the allegations in the preceding paragraphs.

21. The policies, practices and training at the West Allis Police Department, as described in this Complaint, resulted in Lazaris and Dobschuetz using excessive force against Banks.

22. This violation of Banks's rights has caused Banks severe and permanent physical, emotional and economic damages.

WHEREFORE, the plaintiff demands judgment against the defendants, jointly and severally, as follows:

a. Against Lazaris and Dobschuetz in their individual capacities, for compensatory damages, for the severe injuries caused by the use of excessive force against Banks, as set forth above, and for the violation of his rights as set forth above in an amount to be determined at trial of this matter;

b. Against Lazaris and Dobschuetz in their individual capacities for punitive damages in an amount to deter them and others from engaging in similar conduct;

c. Against Mitchell in his official capacity for compensatory damages for the severe injuries, as set forth above, and for the violation of Banks's rights as set forth above in an amount to be determined at trial of this matter.

d. For all costs, disbursements and actual attorneys' fees pursuant to 42 U.S.C. § 1988, and for such other relief as the Court deems just and equitable.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL OF THIS MATTER ON ALL ISSUES SO TRIABLE.

Respectfully Submitted:

November 15, 2024

GINGRAS, THOMSEN & WACHS, LLP

Electronically signed by s/ Paul A. Kinne

Paul A. Kinne

State Bar No.: 1021493

8150 Excelsior Drive

Madison, WI 53717

Telephone: (608) 833-2632

Email: Kinne@gtwlawyers.com

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

RECEIVED
DEC 31 2024
WEST ALLIS
CITY ATTORNEY

CEDRIC BANKS,

Plaintiff,

v.

Civil Action No.: _____

[Trial by Jury Demanded]

MICHAEL LAZARIS
(In his individual capacity),

MICHAEL DOBSCHUETZ
(In his individual capacity),

and

PATRICK MITCHELL
(In his official capacity),

Defendants.

COMPLAINT

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PARTIES

5. Plaintiff Cedric Banks (Banks) is an adult resident of the State of Wisconsin.

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7. Defendant Michael Dobschuetz (Dobschuetz) has at all times relevant hereto been a police officer with the West Allis Police Department. The claims against

him are in his individual capacity, and the conduct attributed to him was taken under color of law, within the scope of his employment, and it was intentional.

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**CLAIM FOR RELIEF AGAINST LAZARIS AND DOBSCHUETZ -
VIOLATION OF THE FOURTH AND FOURTEENTH AMENDMENTS -
EXCESSIVE FORCE**

17. Plaintiff realleges and incorporates by reference, all preceding allegations.

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b. Against Lazaris and Dobschuetz in their individual capacities for punitive damages in an amount to deter them and others from engaging in similar conduct;

c. Against Mitchell in his official capacity for compensatory damages for the severe injuries, as set forth above, and for the violation of Banks's rights as set forth above in an amount to be determined at trial of this matter.

d. For all costs, disbursements and actual attorneys' fees pursuant to 42 U.S.C. § 1988, and for such other relief as the Court deems just and equitable.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL OF THIS MATTER ON ALL ISSUES SO TRIABLE.

Respectfully Submitted:

November 15, 2024

GINGRAS, THOMSEN & WACHS, LLP

Electronically signed by s/ Paul A. Kinne

Paul A. Kinne

State Bar No.: 1021493

8150 Excelsior Drive

Madison, WI 53717

Telephone: (608) 833-2632

Email: Kinne@gtwlawyers.com

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff
MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)
Defendant

Civil Action No. 24-cv-01487

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Michael Lazaris, West Allis Police Department, 11301 W. Lincoln Ave, West Allis, WI 53227

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

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This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

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Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 12/26/2024

[Handwritten signature]

Signature of the attorney or unrepresented party

Paul A. Kinne

Printed name

Gingras, Thomsen & Wachs, LLP
8150 Excelsior Drive
Madison, WI 53717

Address

kinne@gtwlawyers.com

E-mail address

(608) 833-2632

Telephone number

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity), MICHAEL DOBSCHUETZ (in his individual capacity), and PATRICK MITCHELL (in his official capacity)

Defendant

Civil Action No. 24-cv-01487

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I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 26, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Michael Lazaris

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

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UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff
MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)
Defendant

Civil Action No. 24-cv-01487

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Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 12/26/2024

Signature of the attorney or unrepresented party

Paul A. Kinne
Printed name

Gingras, Thomsen & Wachs, LLP
8150 Excelsior Drive
Madison, WI 53717
Address

kinne@gtwlawyers.com
E-mail address

(608) 833-2632
Telephone number

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

CEDRIC BANKS

Plaintiff

MICHAEL LAZARIS (in his individual capacity),
MICHAEL DOBSCHUETZ (in his individual capacity),
and PATRICK MITCHELL (in his official capacity)

Defendant

Civil Action No. 24-cv-01487

WAIVER OF THE SERVICE OF SUMMONS

To: Paul A. Kinne

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 26, 2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Michael Lazaris

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.



Dave Wepking
Director
Department of Public Works
dwepking@westalliswi.gov
414.302.8888

MEMORANDUM

TO: Mayor Devine and Members of the City Common Council

FROM: Dave Wepking, Director

DATE: October 2, 2025

SUBJECT: Emergency Purchases Related to August 9-10 Flooding Event

Dear Mayor Devine, and Members of the Common Council,

I am writing to provide an update on the emergency purchases made in response to the severe flooding event that occurred on August 9 and 10, 2025, which prompted an official emergency declaration. The following table outlines the contractors, services or materials that were provided, estimated costs, and relevant notes:

Emergency Purchases Summary

Contractor	Service/Materials	Estimate	Notes
Bobcat Plus	62" Grapple purchase	\$5,227.25	Smaller attachment for flood debris placed in alleys due to space constraints.
Fabick Cat	Equipment rentals – (2) skid steers, (2) grapples (2 weeks)	\$5,163.00	Additional equipment needed for flood debris collection.
Duranso Roofing, Inc.	Fire Station 2 roof repairs	\$9,562.00	High volume of rain 10.2".
Eagle Disposal, Inc.	Roll-off container rentals	\$7,500.00	
Pink Dumpsters, Inc.	Roll-off container rentals	\$34,610.30	



Contractor	Service/Materials	Estimate	Notes
Anderson Landscape & Maintenance	Roll-off container rentals	\$3,505.00	
Sorce Services LLC	Roll-off container rentals	\$1,030.00	
Fischer Trucking	Hauling services of flood debris to landfill	\$89,931.57	
Waste Management	Dumping fees to landfill	\$63,322.09	
	Total	\$219,851.21	

The Department of Public Works' flood response will conclude, effective Monday, October 6, 2025. The expenditures listed above are reflective of services up to Wednesday, October 1, 2025.

If you have any questions or require further details, I would be happy to provide additional information.

Sincerely,

Dave Wepking
Director



NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-25-33

Applicant's Full Name:
Sally Sebern

Agent's Full Name:
Frank

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

Legal Name:
Beloit Ave LLC

Trade/Business Name:
Sir Frank's

Business Address:
7534 W Beloit Road

Types of Entertainment:
Yes

Premise Description:

Alcohol will be stored:
Bar, kitchen, first floor office/storage rooms and entire basement area

Alcohol will be sold/consumed:
Bar, outside patio; if applicable

Alcohol beverage receipts location:
Main floor office/storage area

Hours of Operation:

Sunday: 6am-2am

Thursday: 6am-2am

Monday: 6am-2am

Friday: 6am-2:30am

Tuesday: 6am-2am

Saturday: 6am-2:30am

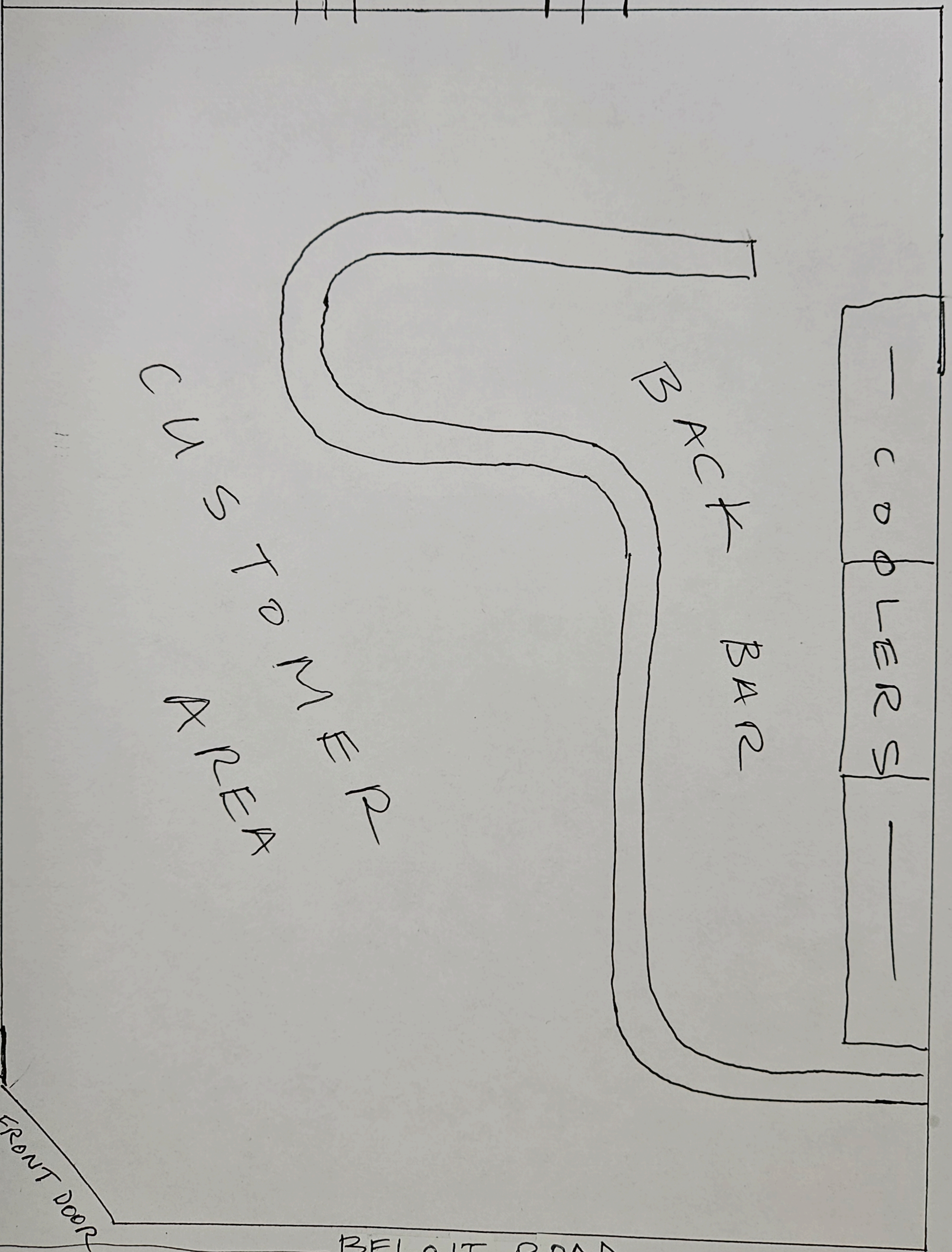
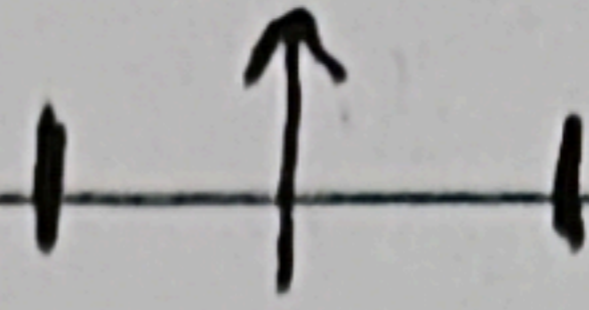
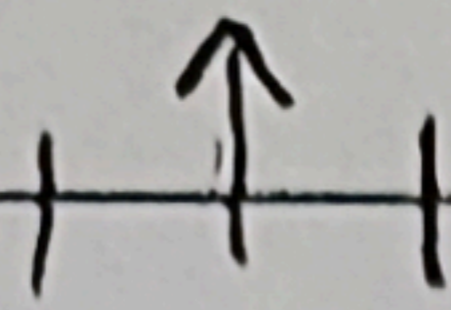
Wednesday: 6am-2am

Date Applied:
September 16, 2025

Legal Notice Published On:
October 1, 2025

BATHROOMS

KITCHEN



CUBS TO MEET AREA

BACK BAR

COOLERS

FRONT DOOR

BELOIT ROAD



City Clerk
clerk@westalliswi.gov

October 1, 2025

Sally Sebern
12400 W Hampton Ave
Butler, WI 53007

RE: Class B Tavern License Application Review for Sir Frank's at 7534 W Beloit Road

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: October 7, 2025

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

Room Locations:

Room 128: Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.

Art Gallery: Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.

Committee Recommendation:

When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

Common Council Decision:

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

This is the typical process and may vary from time to time if there are extenuating circumstances.

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

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

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



City Clerk
clerk@westalliswi.gov

October 2, 2025

Marissa Powers
33 South Sixth Street, Suite 3675
Minneapolis, MN 55402

RE: Public Entertainment Premises (Annual) License Application Review

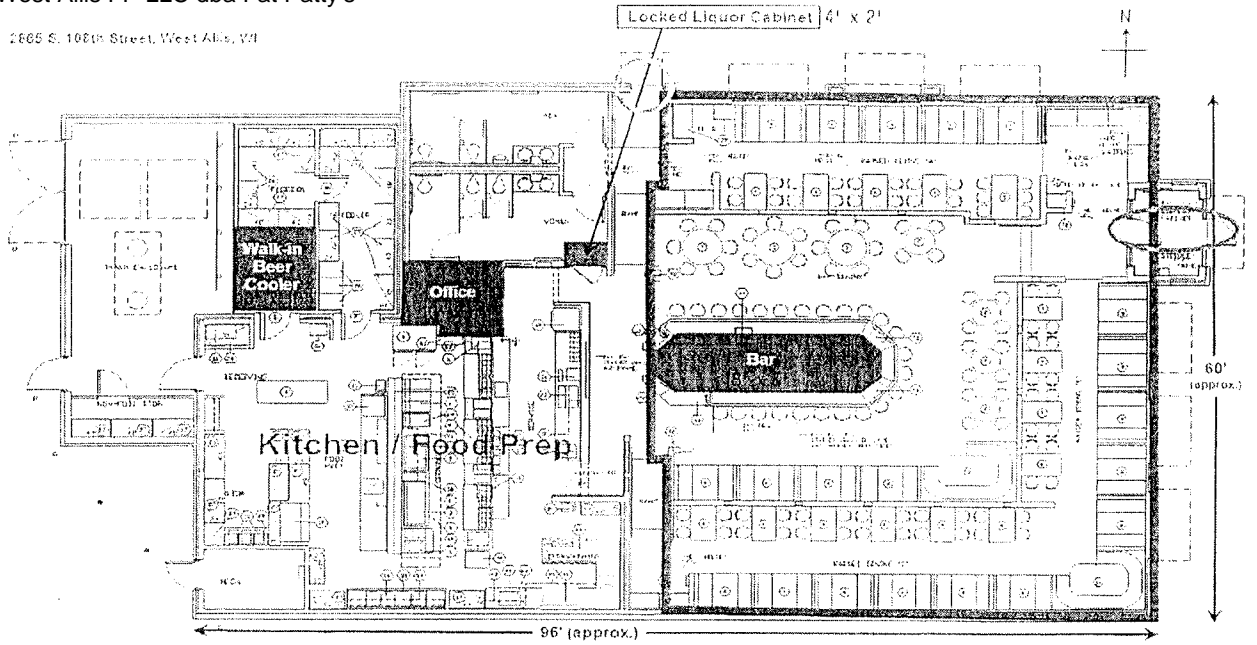
Dear Marissa:

Your application for a Public Entertainment Premises (Annual) is scheduled for a televised hearing before the Economic Development Committee on: **October 7, 2025 at in Art Gallery at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

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




Please park in the parking lot on the south side of the building. 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.






SEATING and EQUIPMENT PLAN

5,048 sf

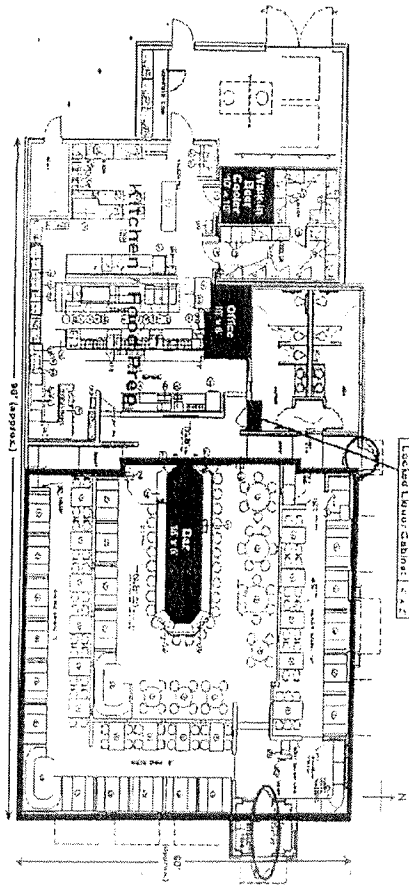
-  = Dining Room w/ Alcohol Service
-  = Liquor Storage Areas - Employees Only
-  = Public Ingress/Egress

Seating Type	Seat Count
4-Tops (35):	140
6-Tops (11):	66
Bar Seating	24
TOTAL SEATING	206

Date: 4/10/2014

-  = Dining Room w/ Alcohol Service
-  = Liquor Storage Areas - Employees Only
-  = Public Ingress/Egress

SEATING and EQUIPMENT PLAN
5,048 sf



Seating Type	Seat Count
4-Tops (35):	140
6-Tops (11):	66
Bar Seating	24
TOTAL SEATING:	230

Date: 4/10/2014



APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: PEP-25-2

Date Applied: September 26, 2025

Applicant's Full Name:

Marissa Powers

Agent's Full Name:

Lisa M. McIntyre

License Type(s):

Public Entertainment Premises (Annual)

Legal Name:

West Allis FP LLC

DBA/Trade/Business Name:

Fat Patty's

Business Address:

2865 S. 108th Street

Types of Entertainment:

Hours of Operation:

Sunday: 11am - 11pm
Monday: 11am - 11pm
Tuesday: 11am - 11pm
Wednesday: 11am - 11pm

Thursday: 11am - 11pm
Friday: 11am - 12am
Saturday: 11am - 12am



October 7, 2025

The Honorable Mayor Dan Devine and
Members of the Common Council
West Allis City Hall
West Allis, Wisconsin

RE: Submittal of Amendment to the Project Plan for Tax Incremental District Number Seven (Summit Place), City of West Allis, Wisconsin and a Project Plan for the Creation of Tax Incremental District Number 21 (92nd and Greenfield), City of West Allis, Wisconsin

Dear Mayor Devine and Common Council Members:

This letter is to inform you that the Community Development Authority of the City of West Allis, at its meeting held on Tuesday, September 30, 2025, reviewed the above-referenced Project Plans and approved the plans as submitted.

The Amendment to the Project Plan for Tax Increment District Number Seven provides for the following:

1. Improvements with a ½ of the existing TIF Boundary that include:
 - a. \$880,000 for the acquisition of 4 parcels consisting of the former Motor Castings site\
 - b. A budget of \$1 million for improvements within or adjacent to Tax Increment District Number Seven.
 - c. \$500,000 for economic incentives for Makers Row tenants.
2. Donation of positive increment from Tax Increment Number Seven to resolve the approximate debt service of \$1.2 million for Tax Increment District Number Six (Juneau Highlands) and approximate debt service of \$250,000 for Tax Increment District Number 13 (former Home Juice Site). Both TIF 6 and TIF 13 will be prepared for closing in early 2026.

The Project Plan for the creation of Tax Increment District Number 21 (92nd and Greenfield), City of West Allis, Wisconsin. The plan provides for the creation of a 27-year district that has potential to generate up to \$14 million of increment based on an estimated \$40 million development. The purpose of the district is to facilitate redevelopment of the 3 acres for St. Aloysius site and remove conditions of blight. The “but for” test is to balance the public need to growth the communities tax base while financially assisting the development to achieve reasonable returns necessary to obtain financing and investment in the project.

If you have any questions, please do not hesitate to email or to call my office at any time.

Respectfully,

Patrick Schloss
Executive Economic Development Director

September 30, 2025

PROJECT PLAN AMENDMENT

City of West Allis, Wisconsin



Tax Incremental District No. 7 Summit Place Business Park



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational JRB Meeting Held:	September 30 th , 2025
Public Hearing Held:	September 30 th , 2025
Consideration by CDA:	September 30 th , 2025
Consideration by City Council:	October 21 st , 2025
Consideration by the JRB:	TBD (November 10 th – December 5 th)

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 7 (“District”) is an approximately 63.4-acre Blighted Area District created on February 18, 2004. The District is located in the vicinity of the 6700 block of W. Washington St., primarily consisting of the former Allis-Chalmers (“A-C”) Mfg. complex. The District was created to encourage the revitalization of the last two undeveloped vacant and dilapidated former A-C properties. The revitalization has been a success and is now called the Summit Place office complex. The District is the City’s most successful TIF district, performing well beyond expectations and has accumulated residual cash after paying existing obligations.

The District has previously been amended six times for the following purposes:

Amendment 1

The Common Council adopted the first amendment on May 3, 2005 for the purpose of loaning a developer \$2.50 million to induce the construction of more parking with the continued redevelopment of the Summit Place office complex. Amendment one provided \$2.50 million in tax incremental financing funds as an incentive to increase the development’s overall property value and reduce the overall term of the District.

Amendment 2

The Common Council adopted the second amendment on November 20, 2007 for off-site improvements for the purpose of creating a safer, more pedestrian-friendly neighborhood that connects the Summit Place redevelopment area to the neighboring Six Points/Farmers Market redevelopment area, with uniform streetlights, benches, bike lanes and additional pedestrian safety enhancements. Amendment two provided \$3.50 million in tax incremental financing funds for off-site improvements and administrative fees.

Amendment 3

The Common Council adopted the third amendment on February 3, 2009 to provide a loan to fund the cost of off-site improvements for a new ingress/egress corridor through the abutting shopping center to the south (the Towne Centre shopping center), to connect the Summit Place office complex to W. Greenfield Ave. as an alternate access to the office complex. Amendment three provided \$1.50 million in tax incremental financing funds for off-site improvements and administrative fees.

Amendment 4

The Common Council adopted the fourth amendment on February 19, 2013 to fund \$3.25 million of additional TIF District expenses that included a financial incentive for private construction of additional parking for the office complex, an economic incentive package to local businesses, funding for a Neighborhood Residential Improvement Program for the surrounding neighborhood, and administrative expenses.

Amendment 5

The Common Council adopted the fifth amendment on November 3, 2014 for the purpose of stabilizing the District's value by eliminating surrounding blight. Amendment five increased the District's budget by \$2.26 million, which included the following expenses: (1) the cost of acquisition, demolition, relocation and/or rehab, park improvements, and/or traffic/street improvements within the District's boundaries and/or within a ½-mile radius of the District boundaries (\$1.41 million); (2) an economic incentive package to businesses within the District's boundaries and/or within a ½-mile radius of the District boundaries (\$250,000); (3) additional funding of the existing Neighborhood Residential Improvement Program for the surrounding neighborhood within a ½-mile radius of the District boundaries (\$500,000); and, (4) administrative expenses (\$100,000).

Amendment 6

The Common Council adopted the sixth amendment on July 5, 2016, for the purpose of allowing the District to share approximately \$12.03 million of excess revenues with TID 5. Absent the allocation of District revenues to TID 5, the City expected TID 5 to close with a with a net negative balance of over \$14.00 million.

The value of properties within the District has increased in value by over \$75.77 million since its creation and produces approximately \$1.45 million in annual tax increment.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is twofold:

1. The City will add approximately \$880,000 of project costs for the acquisition of the former Motor Castings site which is within ½ mile of the District boundaries.
2. The City will allow approximately \$1.20 million in excess revenue to be transferred to Tax Incremental District No. 6 and approximately \$215,000

in excess revenue to be transferred to Tax Incremental District No. 13 (collectively, the “Recipient Districts”) as permitted under Wis. Stat. § 66.1105(6)(f)1. The Plan Amendment meets the following criteria necessary to allow for the transfer of excess revenue:

- i. The District and the Recipient Districts lie within the same overlapping taxing jurisdictions.
- ii. The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient Districts.
- iii. Tax Incremental District No. 6 is a “Blighted Area” district and Tax Incremental District No. 13 is an “In Need of Rehabilitation or Conservation” district. Subsequently, both the Recipient Districts qualify as eligible recipients of excess revenue.

Estimated Total Project Cost Expenditures

The Original Project Plan and Amendments one through six provide for estimated total expenditures of \$40.23 million. This proposed amendment would provide for additional estimated expenditures of \$2.30 million, for a revised total of \$42.53 million (the “Project Costs”).

Incremental Valuation

The City does not project any new land or improvement value being created in the District by this Amendment and the District’s January 1, 2025 incremental value of \$75.77 million is expected to remain flat. Creation of this value was made possible by the Project Costs already incurred within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs, inclusive of the donations to the Recipient Districts, within 21 of its allowable 27 years.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

- That “but for” the amendment of this Project Plan, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:
 - Current and projected tax increment collections for the Recipient Districts will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in those districts to achieve the objectives of their project plans.
 - That “but for” the amendment of the District’s Project Plan, the economic development objectives of the Recipient District’s Project Plans will not be achieved. In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient Districts, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor Districts and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient Districts are not likely to recover their Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied.
 - Acquisition of the former Motor Castings site by the Community Development Authority will allow the City to better address its blighting conditions, which will provide a benefit to the adjoining properties within the District.

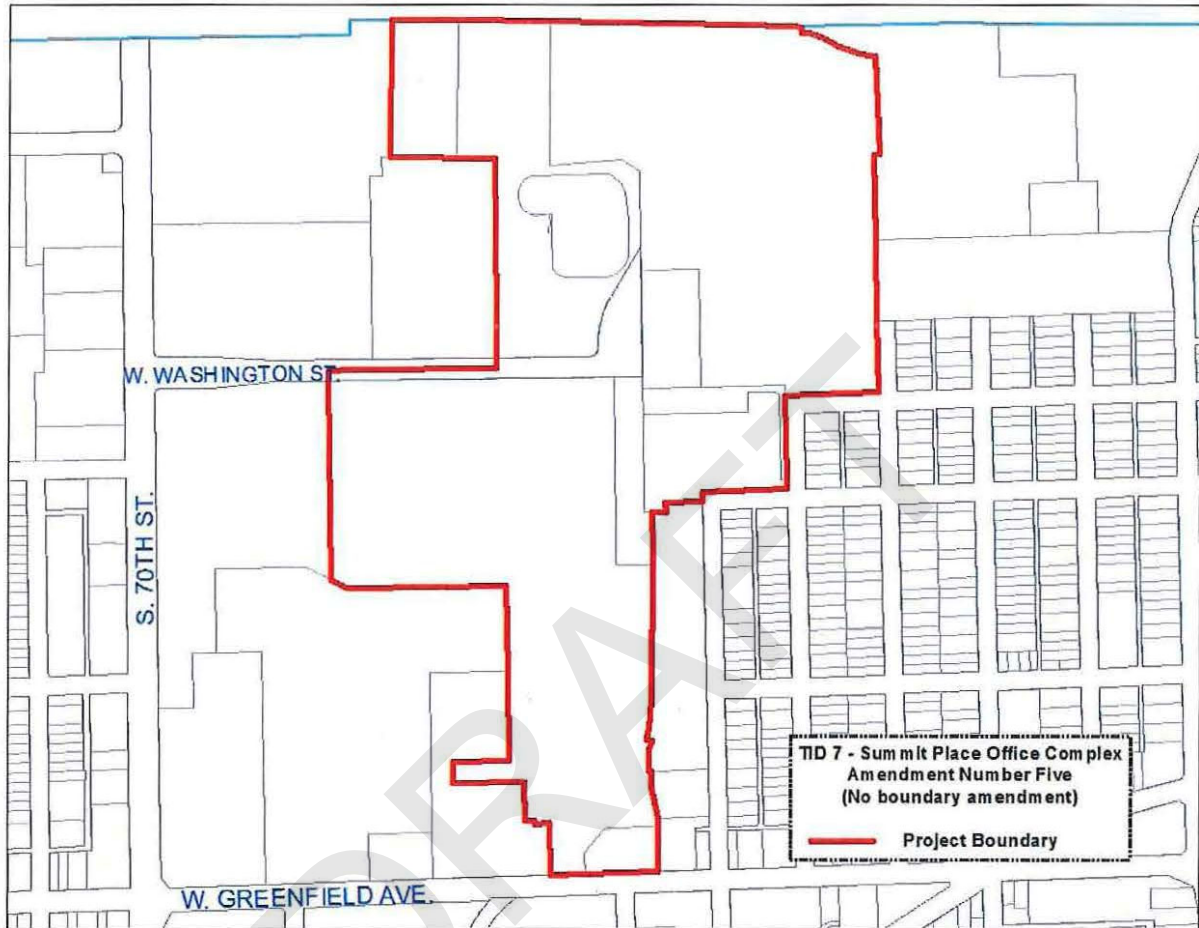
- The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs.
 - Approval of the ability to share increment with the Recipient Districts is necessary to enable those districts to fully realize the economic benefits projected in their project plans. Since the District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient Districts, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the District and Recipient Districts.
- The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the project would not have occurred without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the project.
- The boundaries of the District are not being amended.
- Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
- The Plan for the District is feasible and is in conformity with the Master Plan of the City.
- The City estimates that there will be no change in the territory within the District that will be devoted to retail business at the end of the District's maximum expenditure period as a result of this Amendment, pursuant to Wis. Stat. § 66.1105(5)(b).

SECTION 2: Map of Current District Boundaries

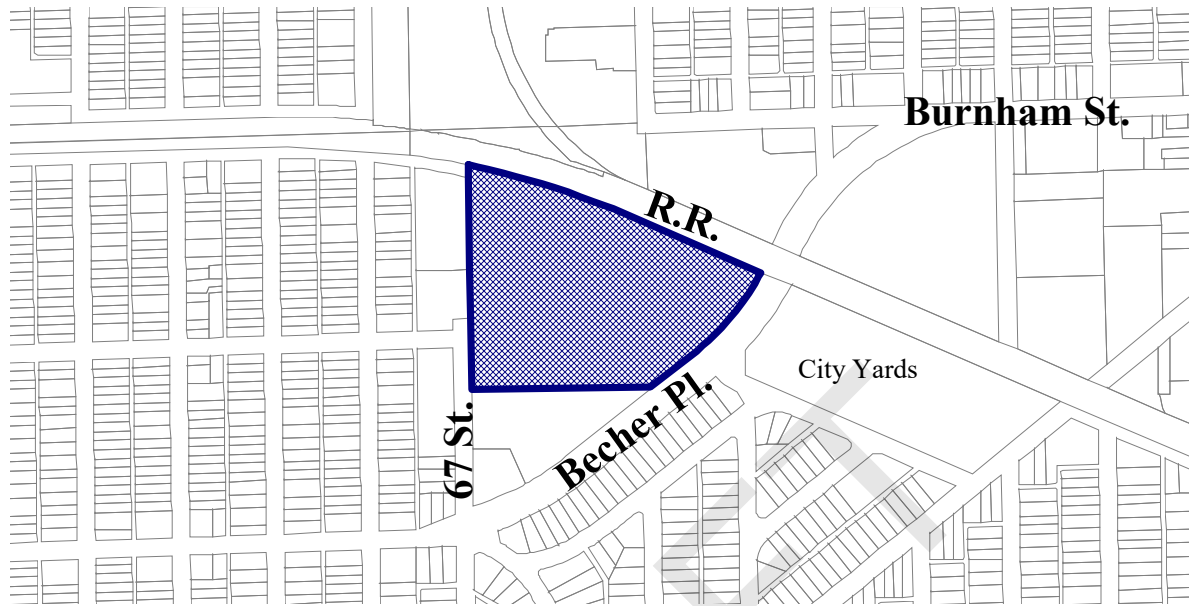
Maps identifying the current boundaries of the districts are found on the following pages. The District's boundaries are not being amended.

DRAFT

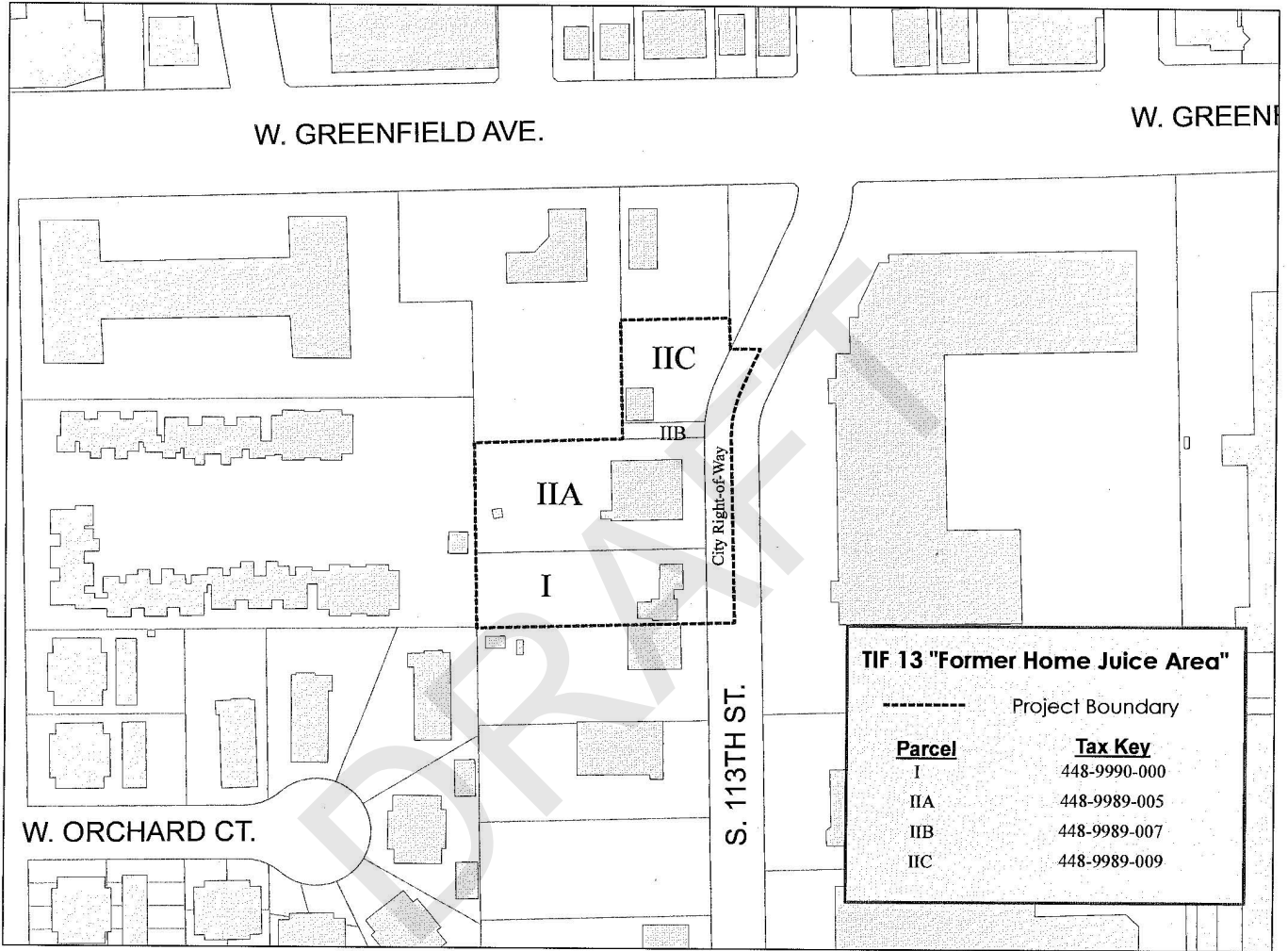
Tax Incremental District No. 7



Tax Incremental District No. 6



Tax Incremental District No. 13



SECTION 3:

Map Showing Existing Uses and Conditions

The District's boundaries are not being amended. The "Map Showing Existing Uses and Conditions" included within the District's original project plan dated February 18, 2004 remains unchanged and is incorporated by reference as part of this Plan Amendment.

SECTION 4:

Equalized Value Test

No territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment.

SECTION 5:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

No changes to Project Costs are planned outside of the addition of the project cost within the ½ mile of the District boundaries. The "Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District" included in the District's Original and Amended Project Plans remains unchanged and is incorporated by reference as part of this Plan Amendment.

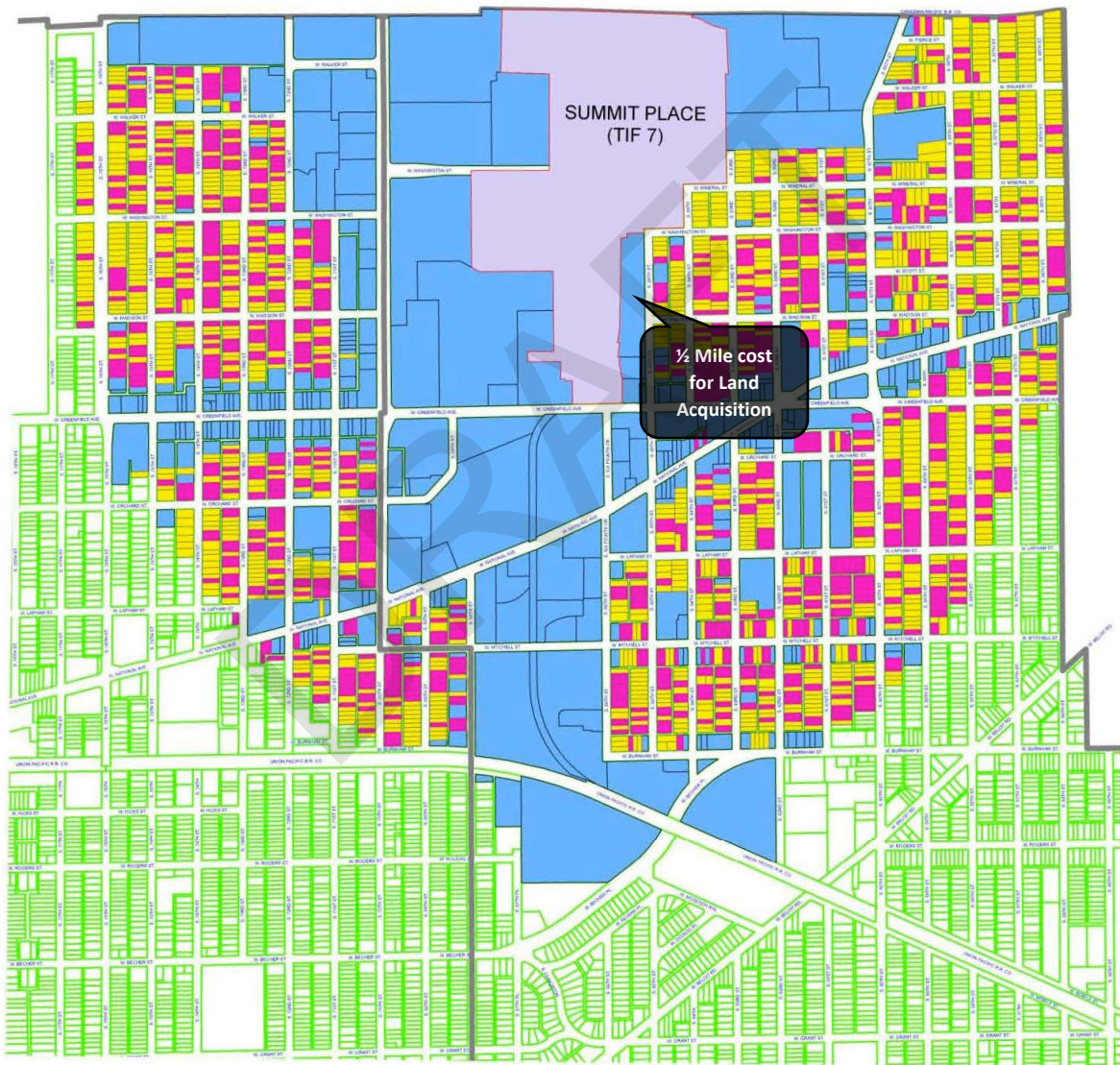
SECTION 6:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

1/2 MILE RADIUS FROM SUMMIT PLACE TIF 7

- Summit Place TIF 7
- Single Family Residential (1,226)
- Residential (total n= 2,191)
- .5 mile radius (total n= 2,601)
- Aldermanic District



SECTION 7:

Detailed List of Estimated Project Costs

No changes to Project Costs are planned outside of the addition of \$880,000 for the ½ mile project of acquiring the former Motor Castings site. The “Detailed List of Estimated Project Costs” included in the District’s Original and Amended Project Plans is carried forward and incorporated by reference as part of this Plan Amendment.

While not considered to be a Project Cost, this Plan Amendment provides authority for the District to transfer excess revenue to the Recipient Districts as further detailed in Section 8.

SECTION 8:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

Project Costs the City previously made created \$75.77 million in incremental value as of January 1, 2025 as further described in **Table 1**. Assuming the City’s current equalized TID Interim tax rate of \$19.11 per thousand of equalized value, and 1.00% economic appreciation, the projects would generate \$12.02 million in incremental tax revenue from 2024 to the maximum life of the District in 2031 as shown in **Table 2**.

Table 1 - Development Assumptions

Construction Year		Actual	Annual Total	Construction Year	
19	2022	8,255,600	8,255,600	2022	19
20	2023	(42,780,900)	(42,780,900)	2023	20
21	2024	18,403,900	18,403,900	2024	21
22	2025		0	2025	22
23	2026		0	2026	23
24	2027		0	2027	24
25	2028		0	2028	25
26	2029		0	2029	26
Totals (2022-2029)		<u>(16,121,400)</u>	<u>(16,121,400)</u>		

Notes:

Table 2 – Tax Increment Projection Worksheet

Type of District	Blighted Area		Base Value	13,551,100
District Creation Date	February 18, 2004		Economic Change Factor	1.00%
Valuation Date	Jan 1,	2004	Apply to Base Value	
Max Life (Years)	27		Base Tax Rate	\$20.10
End of Expenditure Period	22	2/18/2026	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	26	2031		
Extension Eligibility/Years	Yes	7		
Eligible Recipient District	Yes			

	Construction Year	Valuation Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
19	2022	8,255,600	2023		100,148,800	2024	\$20.10	2,012,605
20	2023	(42,780,900)	2024		57,367,900	2025	\$19.11	1,096,365
21	2024	18,403,900	2025		75,771,800	2026	\$19.11	1,448,085
22	2025	0	2026	757,718	76,529,518	2027	\$19.11	1,462,566
23	2026	0	2027	765,295	77,294,813	2028	\$19.11	1,477,191
24	2027	0	2028	772,948	78,067,761	2029	\$19.11	1,491,963
25	2028	0	2029	780,678	78,848,439	2030	\$19.11	1,506,883
26	2029	0	2030	788,484	79,636,923	2031	\$19.11	1,521,952
Totals						Future Value of Increment		
	(2024-2031)	(16,121,400)		3,865,123		(2024-2031)		12,017,610

Notes:
 1) Tax rates shown through the 2025 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 3 – Cash Flow For TID No. 7 (Donor TID) Before Sharing

Year	Projected Revenues					Projected Expenditures						Balances			Year
	Tax Increments	Interest Earnings	Intergov. Revenues	Transfer from TID 5	Total Revenues	2024 Land by Label \$2,600,000	Small Business Loan	Land Acquisition	Capital Projects ¹	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2024	2,012,605	16,348	595,868	7,808	2,632,629	622,642	14,000			3,088	639,730	1,992,899	7,257,781	4,357,358	2024
2025	1,096,365		595,868		1,692,233	1,977,358		880,000		3,000	2,860,358	(1,168,125)	6,089,657	1,500,000	2025
2026	1,448,085		595,868		2,043,953			1,500,000		3,000	1,503,000	540,953	6,630,610	0	2026
2027	1,462,566		595,868		2,058,434					3,000	3,000	2,055,434	8,686,043		2027
2028	1,477,191		595,868		2,073,059					3,000	3,000	2,070,059	10,756,103		2028
2029	1,491,963		595,868		2,087,831					3,000	3,000	2,084,831	12,840,934		2029
2030	1,506,883		595,868		2,102,751					3,000	3,000	2,099,751	14,940,685		2030
2031	1,521,952		595,868		2,117,820					3,000	3,000	2,114,820	17,055,504		2031
Totals (2024 - 2031)	12,017,610	16,348	4,766,945	7,808	16,808,710	2,600,000	14,000	880,000	1,500,000	24,088	5,018,088				Totals (2024 - 2031)

Notes:

1) Includes \$1.00 million for improvements to Whitnall Summit Office property and \$500,000 for the Makers Row Development.

PROJECTED CLOSURE YEAR

LEGEND:
----- END OF EXP. PERIOD

Table 4 – Cash Flow For TID No. 7 (Donor TID) After Sharing

Year	Projected Revenues				Total Revenues	Projected Expenditures							Total Expenditures	Balances			Year
	Tax Increments	Interest Earnings	Intergov. Revenues	Transfer from TID 5		2024 Land by Label \$2,600,000	Small Business Loan	Donations to TID 6	Donations to TID 13	Land Acquisition	Capital Projects ¹	Ongoing Planning & Administration		Annual	Cumulative	Liabilities Outstanding	
2024	2,012,605	16,348	595,868	7,808	2,632,629	622,642	14,000					3,088	639,730	1,992,899	7,257,781	5,772,358	2024
2025	1,096,365		595,868		1,692,233	1,977,358		1,200,000	215,000	880,000		3,000	4,275,358	(2,583,125)	4,674,657	1,500,000	2025
2026	1,448,085		595,868		2,043,953					1,500,000		3,000	1,503,000	540,953	5,215,610	0	2026
2027	1,462,566		595,868		2,058,434							3,000	3,000	2,055,434	7,271,043		2027
2028	1,477,191		595,868		2,073,059							3,000	3,000	2,070,059	9,341,103		2028
2029	1,491,963		595,868		2,087,831							3,000	3,000	2,084,831	11,425,934		2029
2030	1,506,883		595,868		2,102,751							3,000	3,000	2,099,751	13,525,685		2030
2031	1,521,952		595,868		2,117,820							3,000	3,000	2,114,820	15,640,504		2031
Totals (2024 - 2031)	12,017,610	16,348	4,766,945	7,808	16,808,710	2,600,000	14,000	1,200,000	215,000	880,000	1,500,000	24,088	6,433,088				Totals (2024 - 2031)

Notes:

1) Includes \$1.00 million for improvements to Whitnall Summit Office property and \$500,000 for the Makers Row Development.

PROJECTED CLOSURE YEAR

LEGEND:
----- END OF EXP. PERIOD

Table 5 – Cash Flow For TID No. 6 (Recipient TID) Before Sharing

Year	Projected Revenues			Projected Expenditures				Balances			Year	
	Tax Increments	Intergov. Revenues	Total Revenues	Taxable G.O. Ref Bonds Series 2016B \$1,570,000 Dated Date: 05/25/16 Principal	Rate	Interest	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative		Liabilities Outstanding
2024	189,093	18	189,111	135,000	2.30%	21,656	2,964	159,620	29,491	(746,026)	765,000	2024
2025	181,638	18	181,656	130,000	2.45%	18,710	3,000	151,710	29,946	(716,080)	635,000	2025
2026	191,381	18	191,399	150,000	2.60%	15,378	3,000	168,378	23,021	(693,059)	485,000	2026
2027	193,295	18	193,313	170,000	2.80%	11,330	3,000	184,330	8,983	(684,076)	315,000	2027
2028	195,228	18	195,246	165,000	3.00%	6,810	3,000	174,810	20,436	(663,641)	150,000	2028
2029	197,180	18	197,198	150,000	3.00%	2,250	3,000	155,250	41,948	(621,693)	0	2029
2030	199,152	18	199,170				3,000	3,000	196,170	(425,524)		2030
2031	201,143	18	201,161				3,000	3,000	198,161	(227,362)		2031
Totals (2024 - 2031)	1,548,108	144	1,548,252	900,000		76,134	23,964	1,000,098				Totals (2024 - 2031)

Notes:

PROJECTED CLOSURE YEAR

LEGEND:
 CALLABLE MATURITIES
 END OF EXP. PERIOD

Table 6 – Cash Flow For TID No. 6 (Recipient TID) After Sharing

Year	Projected Revenues				Projected Expenditures					Balances			Year
	Tax Increments	Intergov. Revenues	Transfers from TID No. 7	Total Revenues	Taxable G.O. Ref Bonds Series 2016B \$1,570,000 Dated Date: 05/25/16 Principal	Rate	Interest	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2024	189,093	18		189,111	135,000	2.30%	21,656	2,964	159,620	29,491	(746,026)	765,000	2024
2025	181,638	18	1,200,000	1,381,656	130,000	2.45%	18,710	3,000	151,710	1,229,946	483,920	635,000	2025
2026	191,381	18		191,399	150,000	2.60%	15,378	3,000	168,378	23,021	506,941	485,000	2026
2027	193,295	18		193,313	170,000	2.80%	11,330	3,000	184,330	8,983	515,924	315,000	2027
2028	195,228	18		195,246	165,000	3.00%	6,810	3,000	174,810	20,436	536,359	150,000	2028
2029	197,180	18		197,198	150,000	3.00%	2,250	3,000	155,250	41,948	578,307	0	2029
2030	199,152	18		199,170				3,000	3,000	196,170	774,476		2030
2031	201,143	18		201,161				3,000	3,000	198,161	972,638		2031
Totals (2024 - 2031)	1,548,108	144	1,200,000	2,748,252	900,000		76,134	23,964	1,000,098				Totals (2024 - 2031)

Notes:

PROJECTED CLOSURE YEAR

LEGEND:
 CALLABLE MATURITIES
 END OF EXP. PERIOD

Table 7 - Cash Flow For TID No. 13 (Recipient TID) Before Sharing

Year	Projected Revenues		Projected Expenditures		Balances			Year
	Tax Increments	Total Revenues	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2024	13,716	13,716	2,925	2,925	10,791	(243,445)	0	2024
2025	14,385	14,385	3,000	3,000	11,385	(232,060)		2025
2026	20,971	20,971	3,000	3,000	17,971	(214,090)		2026
2027	21,180	21,180	3,000	3,000	18,180	(195,909)		2027
2028	21,392	21,392	3,000	3,000	18,392	(177,517)		2028
2029	21,606	21,606	3,000	3,000	18,606	(158,911)		2029
2030	21,822	21,822	3,000	3,000	18,822	(140,089)		2030
2031	22,040	22,040	3,000	3,000	19,040	(121,049)		2031
2032	22,261	22,261	3,000	3,000	19,261	(101,788)		2032
2033	22,483	22,483	3,000	3,000	19,483	(82,305)		2033
2034	22,708	22,708	3,000	3,000	19,708	(62,596)		2034
2035	22,935	22,935	3,000	3,000	19,935	(42,661)		2035
2036	23,165	23,165	3,000	3,000	20,165	(22,496)		2036
2037	23,396	23,396	3,000	3,000	20,396	(2,100)		2037
2038	23,630	23,630	3,000	3,000	20,630	18,530		2038
Totals (2024 - 2038)	317,691	317,691	44,925	44,925				Totals (2024 - 2038)

Notes: PROJECTED CLOSURE YEAR

LEGEND:
 END OF EXP. PERIOD

Table 8 - Cash Flow For TID No. 13 (Recipient TID) After Sharing

Year	Projected Revenues		Projected Expenditures		Balances			Year	
	Tax Increments	Transfers from TID No. 7	Total Revenues	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative		Liabilities Outstanding
2024	13,716		13,716	2,925	2,925	10,791	(243,445)	0	2024
2025	14,385		14,385	3,000	3,000	11,385	(232,060)		2025
2026	20,971	215,000	235,971	3,000	3,000	232,971	910		2026
2027	21,180		21,180	3,000	3,000	18,180	19,091		2027
2028	21,392		21,392	3,000	3,000	18,392	37,483		2028
2029	21,606		21,606	3,000	3,000	18,606	56,089		2029
2030	21,822		21,822	3,000	3,000	18,822	74,911		2030
2031	22,040		22,040	3,000	3,000	19,040	93,951		2031
2032	22,261		22,261	3,000	3,000	19,261	113,212		2032
2033	22,483		22,483	3,000	3,000	19,483	132,695		2033
2034	22,708		22,708	3,000	3,000	19,708	152,404		2034
2035	22,935		22,935	3,000	3,000	19,935	172,339		2035
2036	23,165		23,165	3,000	3,000	20,165	192,504		2036
2037	23,396		23,396	3,000	3,000	20,396	212,900		2037
2038	23,630		23,630	3,000	3,000	20,630	233,530		2038
Totals (2024 - 2038)	317,691	215,000	532,691	44,925	44,925				Totals (2024 - 2038)

Notes:

PROJECTED CLOSURE YEAR

LEGEND:
----- **END OF EXP. PERIOD**

SECTION 9: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. No territory is being added to the District as part of this Plan Amendment.

SECTION 10: Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that there will be no change in the territory within the District that will be devoted to retail business at the end of the District's maximum expenditure period as a result of this Amendment.

SECTION 11: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial, high density residential, and commercial uses.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 12:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 13:

How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 14:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.



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October 1, 2025

Mayor Dan Devine
City of West Allis
7525 W Greenfield Ave
West Allis, Wisconsin 53214

RE: Project Plan Amendment for Tax Incremental District No. 7

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of West Allis, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of West Allis Tax Incremental District No. 7 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

Kail Decker
City Attorney

**SECTION 16:
Calculation of the Share of Projected Tax Increments
Estimated to be Paid by the Owners of Property in the
Overlying Taxing Jurisdictions**

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2024/2025 levy year.

Revenue Year	Milwaukee County	Milwaukee County Metro Sewer District	City of West Allis	School District of West Allis	Milwaukee Area Technical College	Total	Revenue Year
2023	303,585	119,542	707,426	638,783	77,365	1,846,700	2023
2024	330,859	130,281	770,980	696,170	84,315	2,012,605	2024
2025	180,235	70,971	419,991	379,238	45,931	1,096,365	2025
2026	238,055	93,738	554,726	500,900	60,665	1,448,085	2026
2027	240,436	94,676	560,273	505,909	61,272	1,462,566	2027
2028	242,840	95,623	565,876	510,968	61,885	1,477,191	2028
2029	245,269	96,579	571,535	516,078	62,503	1,491,963	2029
2030	247,721	97,545	577,250	521,238	63,129	1,506,883	2030
2031	250,199	98,520	583,022	526,451	63,760	1,521,952	2031
Totals (2024-2031)	1,975,613	777,932	4,603,653	4,156,952	503,459	12,017,610	

September 30, 2025

PROJECT PLAN

City of West Allis, Wisconsin



Tax Incremental District No. 21

92nd and Greenfield



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
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Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational JRB Meeting Held:	September 30 th , 2025
Public Hearing Held:	September 30 th , 2025
Consideration by CDA:	September 30 th , 2025
Consideration by City Council:	October 21 st , 2025
Consideration by the JRB:	TBD (November 10 th – December 5 th)

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 21 (the “District”) is a proposed Blighted Area District comprising approximately 5.67 acres located at 1405-1441 S 92nd Street. The District will consist of the former St. Aloysius Catholic Church which will be razed and redeveloped for multifamily residential uses with the construction of 147 new units (the “Project”) by F Street Group (the “Developer”). The existing structures were built between 1926 and 1964 and include a school, rectory, convent and gymnasium. The site has been vacant since 2021 and has become detrimental to the public health and safety of the surrounding area.



Google Street View of Existing Structure located at 1405 S 92nd Street



Google Street View of Existing Structures located at 1435-1441 S 92nd Street

In addition to the incremental property value that will be created, the City expects the Project will generate positive secondary impacts in the community such as the redevelopment of a blighted area, creation of market rate multi-family housing to meet market demand, and provision of employment and commercial opportunities related to the construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$16.43 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$14.94 million in “pay as you go” development incentives, \$750,000 in contingent projects (as further detailed in Section 8), and \$745,000 in costs related to the creation and administration of the District over its life.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$31.79 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 26 of its allowable 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered a review of the Project’s sources and uses, and cash flow proforma. The Project’s projected return on investment over 10 years without TIF assistance is 10.46% (project level) / 9.23% (investor). The Developer has requested that the City provide incentive payments on a pay as you go basis with an estimated present value of \$7,802,213. (Projected future value payments of \$14,938,609). Provision of the requested assistance would improve the Project’s return on investment to 16.17% (project level) / 13.31% (Investor). Projects of this type typically need to provide a return in the range of 18% to 20% and an un-trended return on cost of 7.00%+ to attract the necessary investment capital. Return thresholds are based on recent new construction projects which F-Street have closed.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental value expected to be created, the Project will result in the redevelopment of a blighted area, creation of market rate multi-family housing to meet market demand, and provision of employment and commercial opportunities related to the construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.

5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

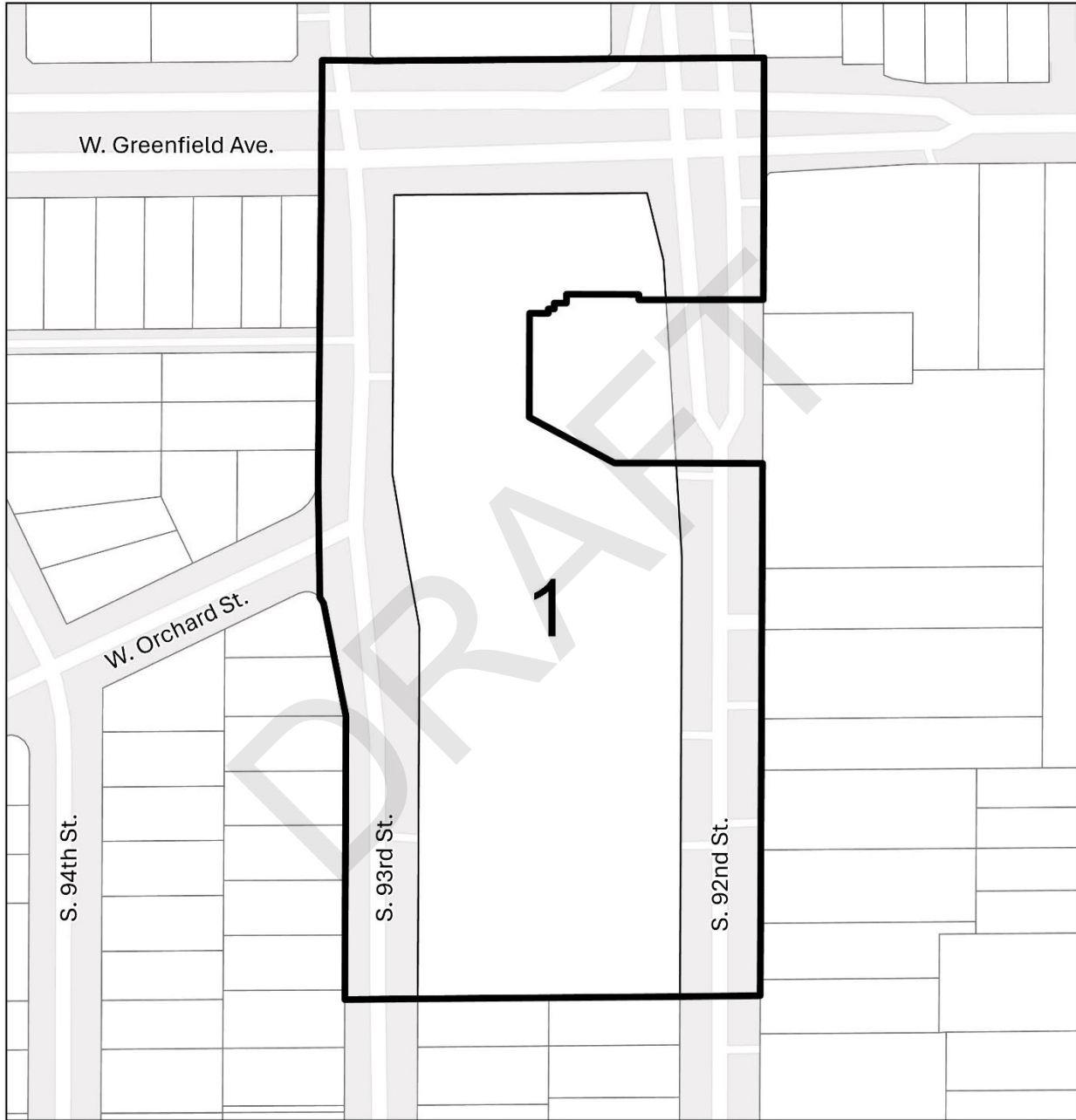
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SECTION 2: Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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City of West Allis Tax Increment District #21: Boundary Map

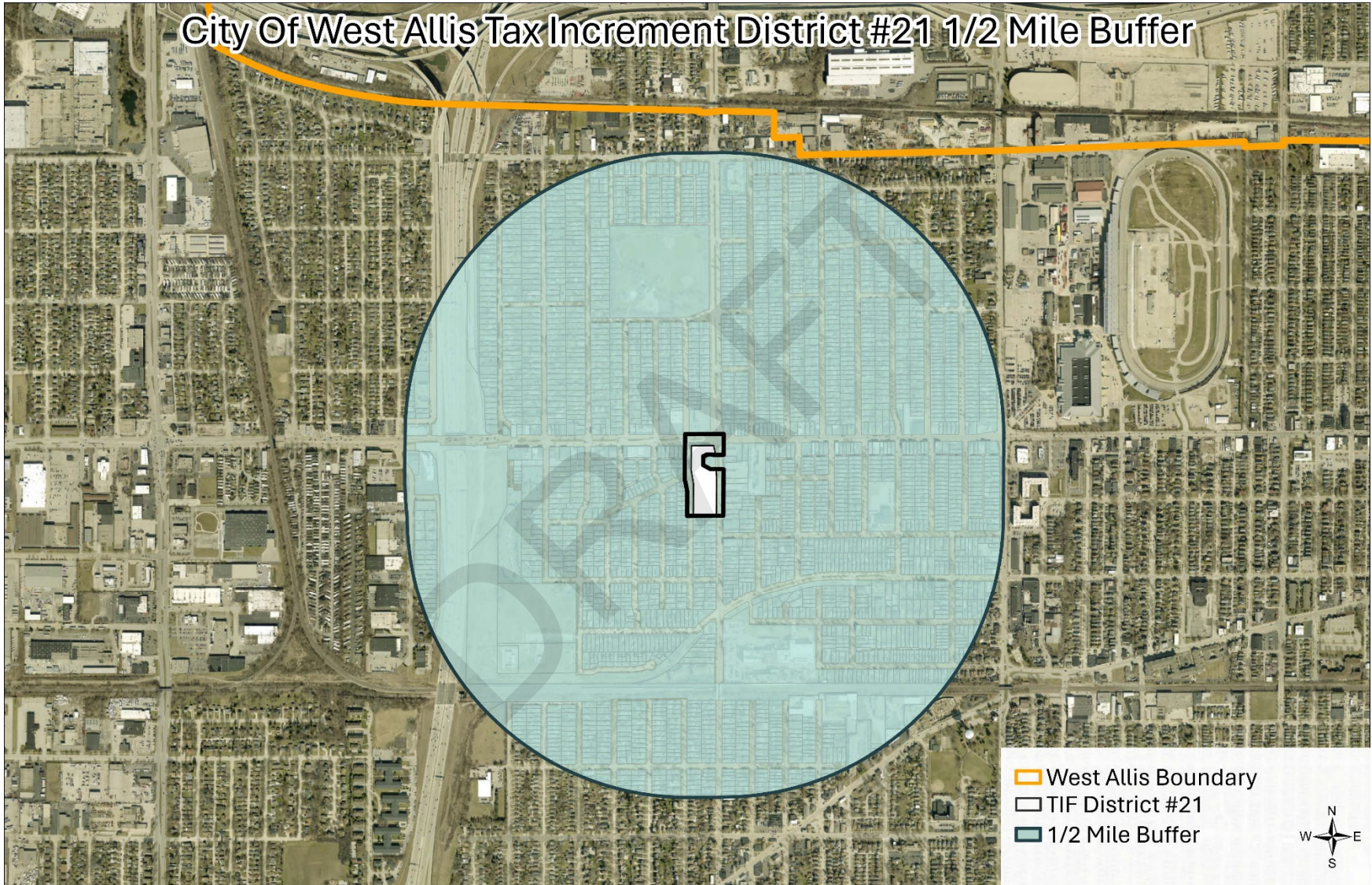


Parcel Key:
1 - 450-0502-000

 TIF District #21



City Of West Allis Tax Increment District #21 1/2 Mile Buffer

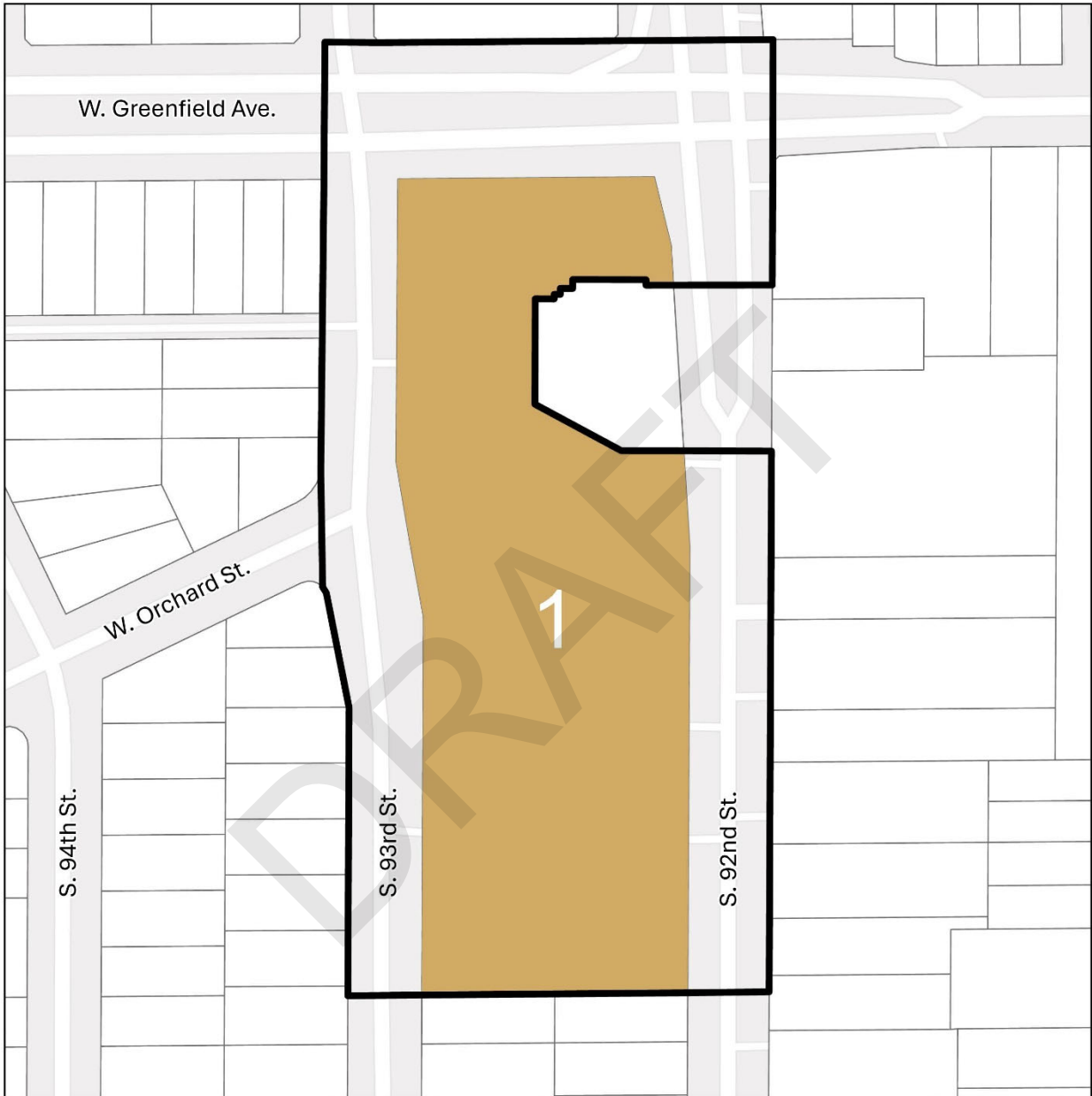


SECTION 3: Map Showing Existing Uses and Conditions

Map Found on Following Page.

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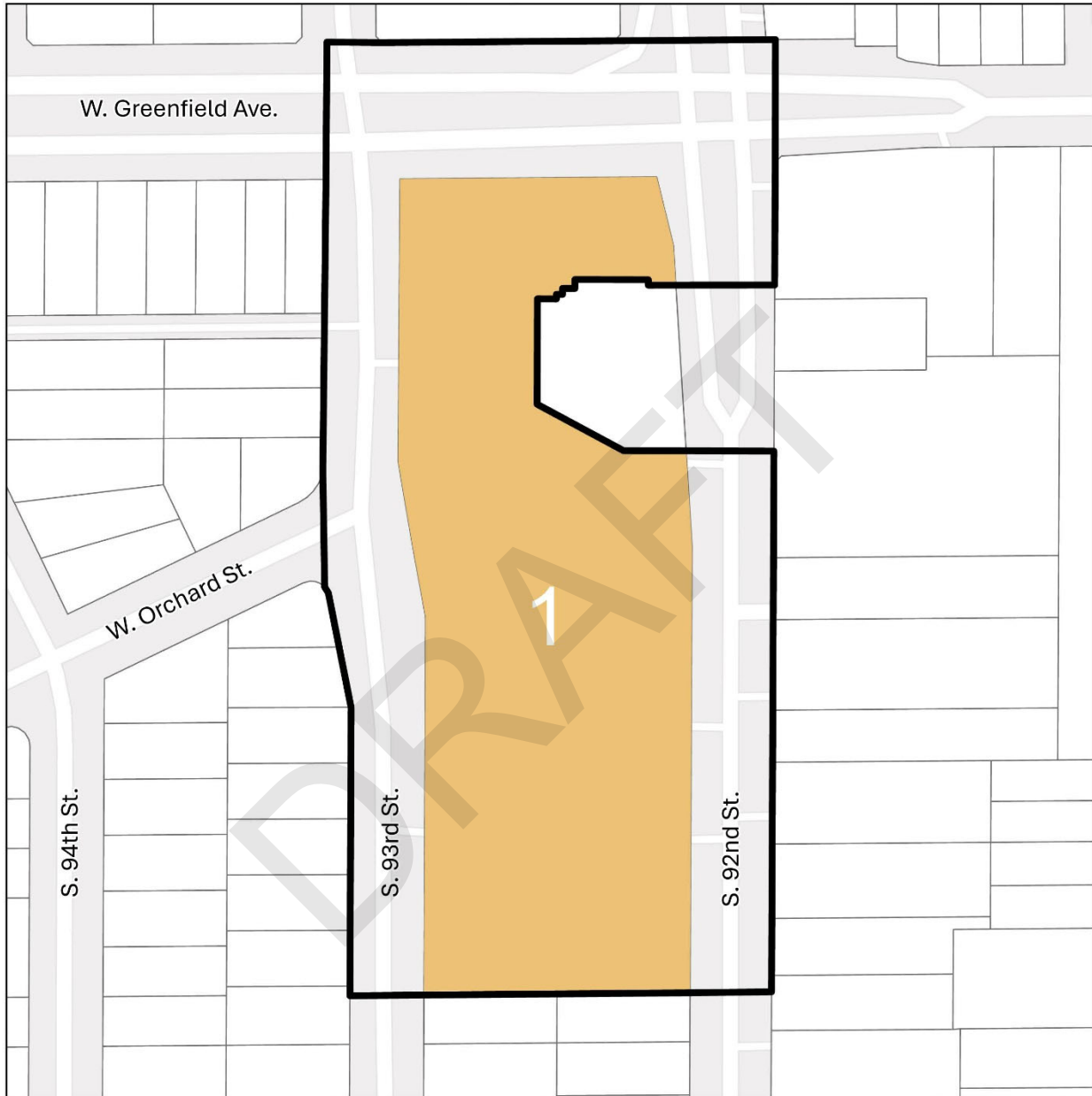
City of West Allis Tax Increment District #21: Existing Land Use Map



□ TIF District #21
■ Civic and Institutional



City of West Allis Tax Increment District #21: Zoning



- TIF District #21
- RC Zoning District



City of West Allis Tax Increment District #21: Existing Property Conditions



□ TIF District #21
▨ Blighted



SECTION 4: Preliminary Parcel List and Analysis

Parcel Data

The District will consist of a single tax parcel and the surrounding right of way as further described in the following tables:

Map Reference Number	Parcel Number	Address	Owner	Total Acres	Acres	Blighted Condition
					Blighted	
N/A	ROW Areas			2.67		
1	450-0502-000	1405 S 92 ST	CDA of the City of West Allis	3.00	3.00	Condition 1
TOTALS				5.67	3.00	

Percentage of TID Area Designated as Blighted (at least 50%) 53%

Percentage of TID Area Not Designated as Blighted 47%

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²		
	Land	Improvement	Total	Land	Improvement	Total
450-0502-000 ⁵	600,700	0	600,700	698,800	0	698,800
TOTALS	600,700	0	600,700	698,800	0	698,800

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on aggregate assessment ratio of 85.96%.

3) The parcel was acquired by the CDA within 1-year of District creation. Values shown represent the assessed value prior to City acquisition.

Blighted Area

The District will be designated as a blighted area. Under the definition of blighted area found at Wis. Stat. § 66.1105(2)(ae), one qualifying criteria is : “An area, including a slum area, in which the structures, buildings or improvements, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.”

Specific blighting conditions include:

- The structures located within the District were constructed between 1926 and 1964 and are functionally obsolete. As such, the structures will be demolished as part of the Project.
- The vacancy of the structures since 2021 is conducive to juvenile delinquency, or crime, and is detrimental to the public health and safety of the community.

A total of 3.00 acres, or 53% of the District area, is blighted, meeting the requirement that at least 50% of the area be blighted.

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2025)	\$	6,406,506,900
TID Valuation Limit @ 12% of Above Value	\$	768,780,828

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$	698,800
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	<u>355,701,300</u>
Total Value Subject to 12% Valuation Limit	\$	356,400,100
Total Percentage of TID IN Equalized Value		5.56%
Residual Value Capacity of TID IN Equalized Value	\$	412,380,728

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$356,400,100. This value is less than the maximum of \$768,780,828 in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its CDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City’s corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

Expenditure Type	Estimated Cost	Estimated Timing
Infrastructure Improvements at Public Space (i.e. art, benches, etc.)	\$125,000	Not later than 2047
Housing & Other Economic Development Incentives or Other Project Costs	\$250,000	Not later than 2047
Total	\$375,000	

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

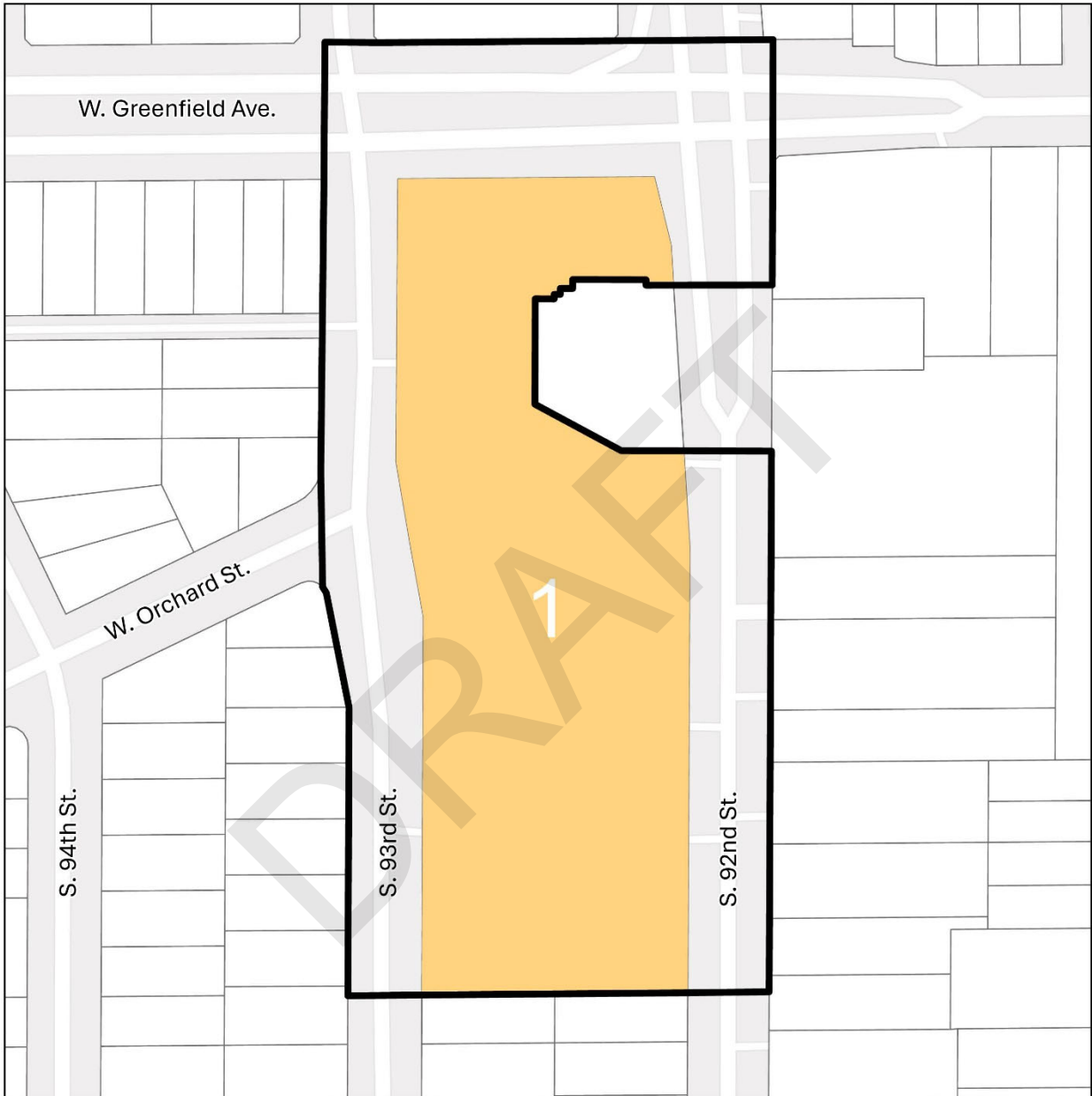
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7: Map Showing Proposed Improvements and Uses

Map Found on Following Page.

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City of West Allis Tax Increment District #21: Future Land Use Map

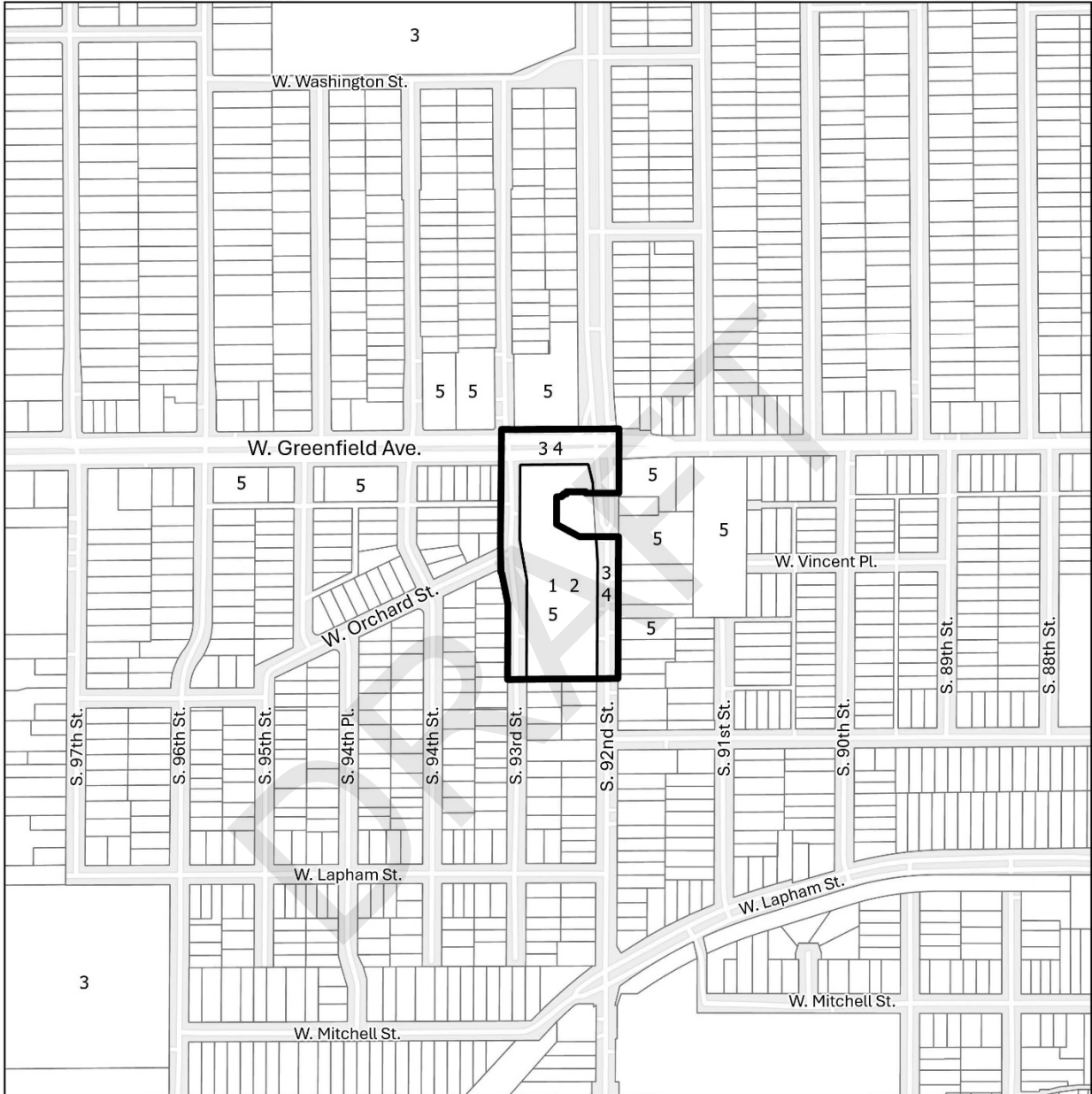


- TIF District #21
- High Density Residential



City of West Allis

Tax Increment District #21: Improvements



TIF District #21

- 1. Development Incentives
- 2. Administration and Professional Services
- 3. Infrastructure Improvements at Public Space (i.e. art, benches, etc.)
- 4. Street Improvements (Bump outs, crosswalks, paint)
- 5. Housing & Other Economic Development Incentives or Other Project Costs



City of West Allis Tax Increment District #21: Rendering



□ TIF District #21
147 Units



SECTION 8: Detailed List of Estimated Project Costs

The list on the following page identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

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Project ID	Project Name/Type	Est. Cost			Totals	1/2 Mile	Est. Timing
		Priority	Contingent	Ongoing			
1	Development Incentives ¹	14,938,609			14,938,609		2028-2052
2	Administration and Professional Services			745,000	745,000		2026-2054
3	Infrastructure Improvements at Public Space (i.e. art, benches, etc.)		250,000		250,000	125,000	NLT 2047
4	Street Improvements (bumpouts, crosswalks, apint, etc.)		250,000		250,000		NLT 2047
5	Housing & Other Economic Development Incentives or Other Project Costs		250,000		250,000	250,000	NLT 2047
Total Projects		14,938,609	750,000	745,000	16,433,609	375,000	

Notes:

1) Projected development incentive payments have a present value of \$7,802,213 using a 5.5% discount rate.

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SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$31.79 million in incremental value by January 1, 2028. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$19.11 per thousand of equalized value, and 0.34% economic appreciation, the Project would generate \$16.91 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 - Development Assumptions

Construction Year		Garden Units		Midrise Units ¹		Base Value	Annual Total	Construction Year	
		Units	Total Value	Units	Total Value	Total Value			
Estimated Value per ²		\$221,000		\$221,000					
1	2026	42	9,282,000	52	11,492,000	(698,800)	20,075,200	2026	1
2	2027			53	11,713,000		11,713,000	2027	2
3	2028						0	2028	3
4	2029						0	2029	4
5	2030						0	2030	5
6	2031						0	2031	6
7	2032						0	2032	7
8	2033						0	2033	8
9	2034						0	2034	9
10	2035						0	2035	10
11	2036						0	2036	11
12	2037						0	2037	12
13	2038						0	2038	13
14	2039						0	2039	14
15	2040						0	2040	15
16	2041						0	2041	16
17	2042						0	2042	17
18	2043						0	2043	18
19	2044						0	2044	19
20	2045						0	2045	20
21	2046						0	2046	21
22	2047						0	2047	22
23	2048						0	2048	23
24	2049						0	2049	24
25	2050						0	2050	25
26	2051						0	2051	26
27	2052						0	2052	27
Totals		<u>42</u>	<u>9,282,000</u>	<u>105</u>	<u>23,205,000</u>	<u>(698,800)</u>	<u>31,788,200</u>		

Notes:
 1) Assumes the project is assessed at 50% for January 1, 2027.
 2) Based on an assessed value of \$190,000/unit converted to Equalized Value using the preliminary 2025 assessment ratio of 85.96%.

Table 2 - Tax Increment Projection Worksheet

Type of District	Blighted Area		Base Value	698,800
District Creation Date	October 21, 2025		Economic Change Factor	0.34%
Valuation Date	Jan 1,	2026	Apply to Base Value	
Max Life (Years)	27		Base Tax Rate	\$19.11
End of Expenditure Period	22	10/21/2047	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	27	2054		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	Yes			

Construction Year	Valuation Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2026	20,075,200	2027		2028	\$19.11	383,660
2	2027	11,713,000	2028	68,376	2029	\$19.11	608,815
3	2028	0	2029	108,503	2030	\$19.11	610,889
4	2029	0	2030	108,872	2031	\$19.11	612,970
5	2030	0	2031	109,243	2032	\$19.11	615,058
6	2031	0	2032	109,615	2033	\$19.11	617,152
7	2032	0	2033	109,988	2034	\$19.11	619,254
8	2033	0	2034	110,363	2035	\$19.11	621,364
9	2034	0	2035	110,739	2036	\$19.11	623,480
10	2035	0	2036	111,116	2037	\$19.11	625,603
11	2036	0	2037	111,495	2038	\$19.11	627,734
12	2037	0	2038	111,874	2039	\$19.11	629,872
13	2038	0	2039	112,255	2040	\$19.11	632,018
14	2039	0	2040	112,638	2041	\$19.11	634,170
15	2040	0	2041	113,021	2042	\$19.11	636,330
16	2041	0	2042	113,406	2043	\$19.11	638,498
17	2042	0	2043	113,793	2044	\$19.11	640,672
18	2043	0	2044	114,180	2045	\$19.11	642,854
19	2044	0	2045	114,569	2046	\$19.11	645,044
20	2045	0	2046	114,959	2047	\$19.11	647,241
21	2046	0	2047	115,351	2048	\$19.11	649,445
22	2047	0	2048	115,744	2049	\$19.11	651,657
23	2048	0	2049	116,138	2050	\$19.11	653,877
24	2049	0	2050	116,533	2051	\$19.11	656,104
25	2050	0	2051	116,930	2052	\$19.11	658,339
26	2051	0	2052	117,329	2053	\$19.11	660,581
27	2052	0	2053	117,728	2054	\$19.11	662,831
Totals		31,788,200		2,894,758	Future Value of Increment		16,905,513

Notes:
 1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

The District's Project Costs will primarily consist of a "pay as you go" development incentive, and administrative and professional services costs associated with the creation and administration of the District over its term.

The Developer has requested incentive payments to assist with securing a \$26.67 million construction loan. The present value of the request is \$7.80 million with an estimated future value of \$14.94 million assuming a 5.50% discount rate. The Project has a total estimated cost of \$38.1 million.

Initially, and prior to tax increment being generated, the City will advance cash to the District to pay for the cost of its creation and administration. Amounts advanced will be repaid and deducted from the first incentive payment which is expected to be paid in 2028. In each year thereafter, the City's administrative and professional service costs will be paid from the tax increment collection, with the balance of tax increment then going to the incentive payment.

If the District's financial performance exceeds the projections included in this Plan, the City may elect to utilize remaining District revenue to pay the cost of projects included in the continent project list included in Section 8 of this Plan, provided those costs are incurred prior to the end of the District's expenditure period.

Based on the cash flow exhibit (Table 3), it is expected that the District will recover the planned Project Costs in 26 of its allowable 27 years. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures						Balances			Year	
	Tax Increments	Total Revenues	MRO #1 - F Street				Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding		
			MRO Prin. Int. Rate Dated	7,802,213 5.50% 10/01/27	MRO % 100% Less City Admin Pymt (10/1)	100% End Bal.							Payment
2026		0	Start Bal.	Accured Int.	Pymt (10/1)	End Bal.		45,000	45,000	(45,000)	(45,000)	7,802,213	2026
2027		0	7,802,213		0	7,802,213	0	25,000	25,000	(25,000)	(70,000)	7,802,213	2027
2028	383,660	383,660	7,802,213	429,122	(288,660)	7,942,675	288,660	25,000	313,660	70,000	0	7,942,675	2028
2029	608,815	608,815	7,942,675	436,847	(583,815)	7,795,706	583,815	25,000	608,815	0	0	7,795,706	2029
2030	610,889	610,889	7,795,706	428,764	(585,889)	7,638,581	585,889	25,000	610,889	0	0	7,638,581	2030
2031	612,970	612,970	7,638,581	420,122	(587,970)	7,470,733	587,970	25,000	612,970	0	0	7,470,733	2031
2032	615,058	615,058	7,470,733	410,890	(590,058)	7,291,566	590,058	25,000	615,058	0	0	7,291,566	2032
2033	617,152	617,152	7,291,566	401,036	(592,152)	7,100,450	592,152	25,000	617,152	0	0	7,100,450	2033
2034	619,254	619,254	7,100,450	390,525	(594,254)	6,896,720	594,254	25,000	619,254	0	0	6,896,720	2034
2035	621,364	621,364	6,896,720	379,320	(596,364)	6,679,676	596,364	25,000	621,364	0	0	6,679,676	2035
2036	623,480	623,480	6,679,676	367,382	(598,480)	6,448,579	598,480	25,000	623,480	0	0	6,448,579	2036
2037	625,603	625,603	6,448,579	354,672	(600,603)	6,202,647	600,603	25,000	625,603	0	0	6,202,647	2037
2038	627,734	627,734	6,202,647	341,146	(602,734)	5,941,058	602,734	25,000	627,734	0	0	5,941,058	2038
2039	629,872	629,872	5,941,058	326,758	(604,872)	5,662,944	604,872	25,000	629,872	0	0	5,662,944	2039
2040	632,018	632,018	5,662,944	311,462	(607,018)	5,367,389	607,018	25,000	632,018	0	0	5,367,389	2040
2041	634,170	634,170	5,367,389	295,206	(609,170)	5,053,425	609,170	25,000	634,170	0	0	5,053,425	2041
2042	636,330	636,330	5,053,425	277,938	(611,330)	4,720,033	611,330	25,000	636,330	0	0	4,720,033	2042
2043	638,498	638,498	4,720,033	259,602	(613,498)	4,366,137	613,498	25,000	638,498	0	0	4,366,137	2043
2044	640,672	640,672	4,366,137	240,138	(615,672)	3,990,602	615,672	25,000	640,672	0	0	3,990,602	2044
2045	642,854	642,854	3,990,602	219,483	(617,854)	3,592,231	617,854	25,000	642,854	0	0	3,592,231	2045
2046	645,044	645,044	3,592,231	197,573	(620,044)	3,169,760	620,044	25,000	645,044	0	0	3,169,760	2046
2047	647,241	647,241	3,169,760	174,337	(622,241)	2,721,856	622,241	25,000	647,241	0	0	2,721,856	2047
2048	649,445	649,445	2,721,856	149,702	(624,445)	2,247,113	624,445	25,000	649,445	0	0	2,247,113	2048
2049	651,657	651,657	2,247,113	123,591	(626,657)	1,744,046	626,657	25,000	651,657	0	0	1,744,046	2049
2050	653,877	653,877	1,744,046	95,923	(628,877)	1,211,092	628,877	25,000	653,877	0	0	1,211,092	2050
2051	656,104	656,104	1,211,092	66,610	(631,104)	646,598	631,104	25,000	656,104	0	0	646,598	2051
2052	658,339	658,339	646,598	35,563	(633,339)	48,822	633,339	25,000	658,339	0	0	48,822	2052
2053	660,581	660,581	48,822	2,685	(51,508)	0	51,508	25,000	76,508	584,073	584,073		2053
2054	662,831	662,831						25,000	25,000	637,831	1,221,904		2054
Totals	16,905,513	16,905,513					14,938,609	745,000	15,683,609				Totals

Notes: NPV - 5.50% 7,802,213 PROJECTED CLOSURE YEAR

LEGEND:
 END OF EXP. PERIOD

SECTION 10: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11: Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for high density residential.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13: Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14: How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by eliminating a blighted area through providing appropriate financial incentives for a private development project. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as the redevelopment of a blighted area, creation of market rate multi-family housing to meet market demand, and provision of employment and commercial opportunities related to the construction and operation of the Project.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

**SECTION 16:
Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.

DRAFT



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

Kail Decker
City Attorney
Nhu H. Arn
Anthony J. Garcia
Rebecca Monti
Principal Assistant City Attorneys
Allison C. Childs
Assistant City Attorney

October 1, 2025

Mayor Dan Devine
City of West Allis
7525 W Greenfield Ave
West Allis, Wisconsin 53214


RE: Project Plan for Tax Incremental District No. 21

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of West Allis, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of West Allis Tax Incremental District No. 21 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,


Kail Decker
City Attorney

SECTION 17: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2024/2025 levy year.

Revenue Year	Milwaukee County	Milwaukee Area				Total	Revenue Year
		Milwaukee County Metro Sewer District	City of West Allis	School District of West Allis	Technical College		
2028	63,071	24,835	146,971	132,710	16,073	383,660	2028
2029	100,085	39,410	233,222	210,592	25,505	608,815	2029
2030	100,426	39,544	234,017	211,310	25,592	610,889	2030
2031	100,768	39,679	234,814	212,029	25,679	612,970	2031
2032	101,111	39,814	235,614	212,752	25,767	615,058	2032
2033	101,456	39,950	236,416	213,476	25,855	617,152	2033
2034	101,801	40,086	237,221	214,203	25,943	619,254	2034
2035	102,148	40,223	238,029	214,933	26,031	621,364	2035
2036	102,496	40,360	238,840	215,665	26,120	623,480	2036
2037	102,845	40,497	239,653	216,399	26,209	625,603	2037
2038	103,195	40,635	240,470	217,136	26,298	627,734	2038
2039	103,547	40,773	241,289	217,876	26,388	629,872	2039
2040	103,899	40,912	242,111	218,618	26,477	632,018	2040
2041	104,253	41,052	242,935	219,363	26,568	634,170	2041
2042	104,608	41,191	243,763	220,110	26,658	636,330	2042
2043	104,965	41,332	244,593	220,860	26,749	638,498	2043
2044	105,322	41,472	245,426	221,612	26,840	640,672	2044
2045	105,681	41,614	246,262	222,367	26,931	642,854	2045
2046	106,041	41,755	247,101	223,124	27,023	645,044	2046
2047	106,402	41,898	247,942	223,884	27,115	647,241	2047
2048	106,764	42,040	248,787	224,646	27,208	649,445	2048
2049	107,128	42,184	249,634	225,412	27,300	651,657	2049
2050	107,493	42,327	250,484	226,179	27,393	653,877	2050
2051	107,859	42,471	251,337	226,950	27,486	656,104	2051
2052	108,226	42,616	252,193	227,723	27,580	658,339	2052
2053	108,595	42,761	253,052	228,498	27,674	660,581	2053
2054	108,965	42,907	253,914	229,277	27,768	662,831	2054
Totals	2,779,152	1,094,339	6,476,089	5,847,703	708,230	16,905,513	



Planning & Zoning
planning@westalliswi.gov
414.302.8460

September 25, 2025

Communication from Plan Commission relative to approval of Tax incremental District project area 7 (Summit Place Business Park) and project area 21 (S. 92 & W. Greenfield Ave) being in conformance with the Comprehensive Land Use Plan.

This communication reports to Common Council that the Plan Commission at its September 24, 2025 meeting approved the above referenced Tax Incremental project areas as being in conformance with the 2045 Comprehensive Plan for the City of West Allis, and redevelopment vision for the city.

Please contact me if you need any additional information or if you have any questions (414) 302-8466, or planning@westalliswi.gov

Sincerely,

Steve Schaer AICP, Manager of City Planning & Zoning
City of West Allis



Exhibit A
Legal Description

Property Location: 1070 S. 70th, West Allis, WI 53214 (Tax Key 439-9006-000).

The land referred to is described as follows:

Lot 1 of Certified Survey Map No. 9569, recorded in the Milwaukee County Register of Deeds office on April 9, 2024, as Document No. 11411446, being a redivision of part of Lot 2 of Certified Survey Map No. 9205, being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.



October 7, 2025

Dear Honorable Mayor and
Members of the Common Council
of the City of West Allis:

Attached for your review is the Summary Report of the FY 2024 Tax Increment Financing Districts. The Report provides a detailed financial and operation overview of each of the City's active TIF districts and an historic summary of closed TIFs.

Key highlights of the report include:

- 20 TIF's (12 - open and 8 - closed)
- Over 100 acres of land improved from blighted or environmentally impact conditions
- \$520 million of incremental value
- Over 5,200 jobs created

The report does show a significant change in value between 2023 and 2024 - \$91 million. The change is the result of market conditions, the reassessment of the city, and the impact of equalized value based on the State of Wisconsin Department of Revenue (WIDOR) calculations. However, in a preview of the FY 2025 report, staff have seen an adjustment made by WIDOR to values that will return much of this loss.

In conclusion, Tax Increment District continues to be a significant economic tool to transform the City, address brownfield properties, and cultivate new investment in commercial corridors with residents and businesses. Further, I would like to thank Shaun Mueller, Development Project Manager, and Jason Kaczmarek for their time in providing data, detail, and drafting this report.

If you have any questions or comments, please do not hesitate to call me. I greatly appreciate the continued support in advancing redevelopment and growth within our city.

Respectfully,

Patrick Schloss
Executive Director, Economic Development





City of West Allis Tax Incremental Financing Report – Year End 2024



September 2025
Prepared by the Economic Development Program
In cooperation with the Department of Finance

City of West Allis Officials

Common Council

Dan Devine, Mayor

Rebecca Grill, City Administrator

Ald. Kevin Haass, Council President

Ald. Ray C. Turner

Ald. Kimberlee Grob

Ald. Chad Halvorsen

Ald. Marissa Nowling

Ald. Suzzette Grisham

Ald. Danna Kuehn

Ald. Daniel J. Roadt

Ald. Patty Novak

Ald. Marin J. Weigel

Community Development Authority

Gerald Matter, Chair

Wayne Clark, Vice-Chair

Richard Badger

Thomas Medley

Mike Suter

Ald. Martin Weigel

Ald. Danna Kuehn

Patrick Schloss, Executive Director

Joint Review Board

Dan Devine, Mayor

Celia Benton, Director of Economic Development

Dr. Anthony Cruz, President

Dr. Tarrynce Robinson, Superintendent

Wayne B. Clark

City Representative

Milwaukee County

Milwaukee Area Technical College

West Allis/West Milwaukee School District

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Technical Advisory Staff

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Economic Development Executive Director
Development Project Manager
Economic Development Specialist
Planning and Zoning Manager
Finance Director
Deputy Finance Director
City Attorney
City Assessor
Administrative Support Specialist

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West Allis - Tax Increment Financing Dashboard



20 TIFS
12 – Open TIFs
8 – Closed TIFS



Over 100 acres of
land improved



\$520 million of
incremental value



Over 5,200 jobs
created



EXECUTIVE SUMMARY

The Tax Increment Financing (TIF) Report is an annual publication in collaboration between the City of West Allis Economic Development Division and the Finance Department that highlights the economic performance of the City's Tax Increment Districts (TIDs). This report includes financial profiles, audited financial statements, and strategies for utilizing tax increment financing (TIF) as a key financing mechanism through the Community Development Authority (CDA).

What is a TIF District?

TIF stands for Tax Increment Financing. The popular tool is designed to boost economic investment within a municipality that captures property tax dollars in order to grow the City. Simply, a City establishes a base tax and then property tax dollars gained through development (increment) are placed into a TIF fund.

West Allis has twenty TIDs in the City with thirteen currently open. The outcomes include adding over \$520 million in new property tax base, generating nearly \$20 million in new tax revenue, and creating over 6,000 new jobs, building on the success of the City's economic development initiatives.

Changing Brownfields

The report introduces the concept of Brownfield Redevelopment, emphasizing its importance in protecting the environment, reducing blight, and combating urban sprawl. The benefits extend to preserving rural acres, and post-redevelopment assessed values surpass pre-development values. Also, over 100 acres of land considered blighted or environmentally impacted have been improved to a sustainable condition.

West Allis Philosophy

The City's priority is to collaborate with private-sector developers, with the CDA stepping in as the "developer of last resort" when necessary. This approach involves due diligence work, environmental investigations, cleanup, and other efforts to attract private sector investment.

The goal is to grow the City's tax base, attract various housing types that will attract new residents and retain talent. The City's Comprehensive Plan outlines the goal of increasing the population of the city by 10,000 residents by 2045. Though development builds upon the strength of our City's family neighborhoods, TIF is a powerful tool to attract transformative projects and changes to the City.

A recent Wisconsin law change relative to not taxing personal property has changed the base values of the TIDs. However, the State is providing aid to supplement the impact on TIFs. The following table highlights the changes in TIF Base Value and notes a \$6.9 million change of value.

TIDS	Original Base Value	New Base Value	Difference
#6	\$ 1,330,600	\$ 1,277,600	\$ (53,000)
#7	\$ 15,914,400	\$ 13,551,100	\$ (2,363,300)
#10	\$ 3,463,600	\$ 3,300,500	\$ (163,100)
#11	\$ 4,678,000	\$ 4,628,700	\$ (49,300)
			\$ -
#13	\$ 537,400	\$ 537,400	\$ -
#14	\$ 1,354,300	\$ 1,354,300	\$ -
#15	\$ -	\$ -	\$ -
#16	\$ 3,283,200	\$ 3,080,600	\$ (202,600)
#17	\$ 15,514,500	\$ 14,285,600	\$ (1,228,900)
#18	\$ 7,112,100	\$ 4,230,100	\$ (2,882,000)
#19	\$ 1,540,800	\$ 1,506,200	\$ (34,600)
Total	\$ 54,728,900	\$ 47,752,100	\$ (6,976,800)

The Districts

West Allis has created 20 TIF districts, addressing various challenges and opportunities. These districts range from individual parcel redevelopments to larger neighborhood transformations, focusing on job creation, housing options, and overall neighborhood improvements. The report highlights the diversity and success of these districts.

State legislation limits TID property value to 12%, and as of 2025, West Allis has 5.56% within TIDs, indicating capacity for additional projects, this is down from 5.65% reported in the 2022 TIF Report. The value is less than the maximum of \$768,780,828 (12%) in equalized value that is permitted for the City. Proposals will continue to be evaluated based on financial and land use merits, aligned with the City’s Comprehensive Plan and the TIF “but for” test. This report serves as a testament to the City’s commitment to strategic economic development through innovative financing mechanisms and community-focused regeneration.

The Results

The City has successfully closed eight Tax Increment Financing (TIF) districts contributing over \$105 million in new incremental value and fostering the creation of approximately 1,863 jobs. The impact of these districts has been substantial, not only in economic growth but also in enhancing the overall community landscape. The proactive use of TIF has played a crucial role in preventing potential blight, bolstering property tax base expansion, and supporting job creation initiatives for the benefit of residents and local businesses.

Current Landscape

Presently, there are twelve active TIF districts, eleven to report on for this end of the year 2024 report with the potential to further augment the tax base by an estimated \$416 million. This expansion is anticipated to generate over \$8.8 million in additional tax revenue, with a noteworthy 38% (\$3.34 million) earmarked for the City. These funds play a pivotal role in sustaining municipal services, enriching the quality of life for residents, and fostering a conducive environment for local businesses to thrive.

	ALL TIDs
	Total
Base Value	\$80,202,400
Current Tax Increment Value	\$349,209,200
Projected Tax Increment Value	\$171,500,000
Total Value	\$600,911,600
Incremental Value	\$521,209,200
Base Taxes	\$1,550,637
Current Tax Increment	\$16,104,803
Projected Tax Increment	\$3,277,365
Total Taxes	\$20,932,805
New Jobs Created	5,197
Projected New jobs	886
Total New Jobs	6,083

Transformational Impact

The success of TIF implementation extends beyond the immediate financial gains. It serves as a catalyst for positive change throughout the community, creating a domino effect that attracts new residents, entrepreneurs, and visitors to the City. This ripple effect not only strengthens the economic foundation but also contributes to the overall vibrancy and appeal of the community. A great example of the impact beyond the boundary of a TID is a recent Economic Impact Study prepared for the Land by Label development by Baker Tilly. The study estimated that the \$73 million development has the suggested that over \$63.3 million of output will be generated over 10 years.

Land by Label Development,
TIF # 16 - Estimated Output Over
Ten Years - \$63.3 million, Baker Tilly
study.

Financial Projections

For clarity on the financial landscape, the closed and active TIF districts utilized the 2024 equalized values with a mill rate of \$19.11 per \$1,000. It is important to note that in the initial two years of a TID's life, no new taxes are generated. The first year is typically dedicated to construction, which becomes taxable in the second year, and the resulting revenue is received by the district in the third year.

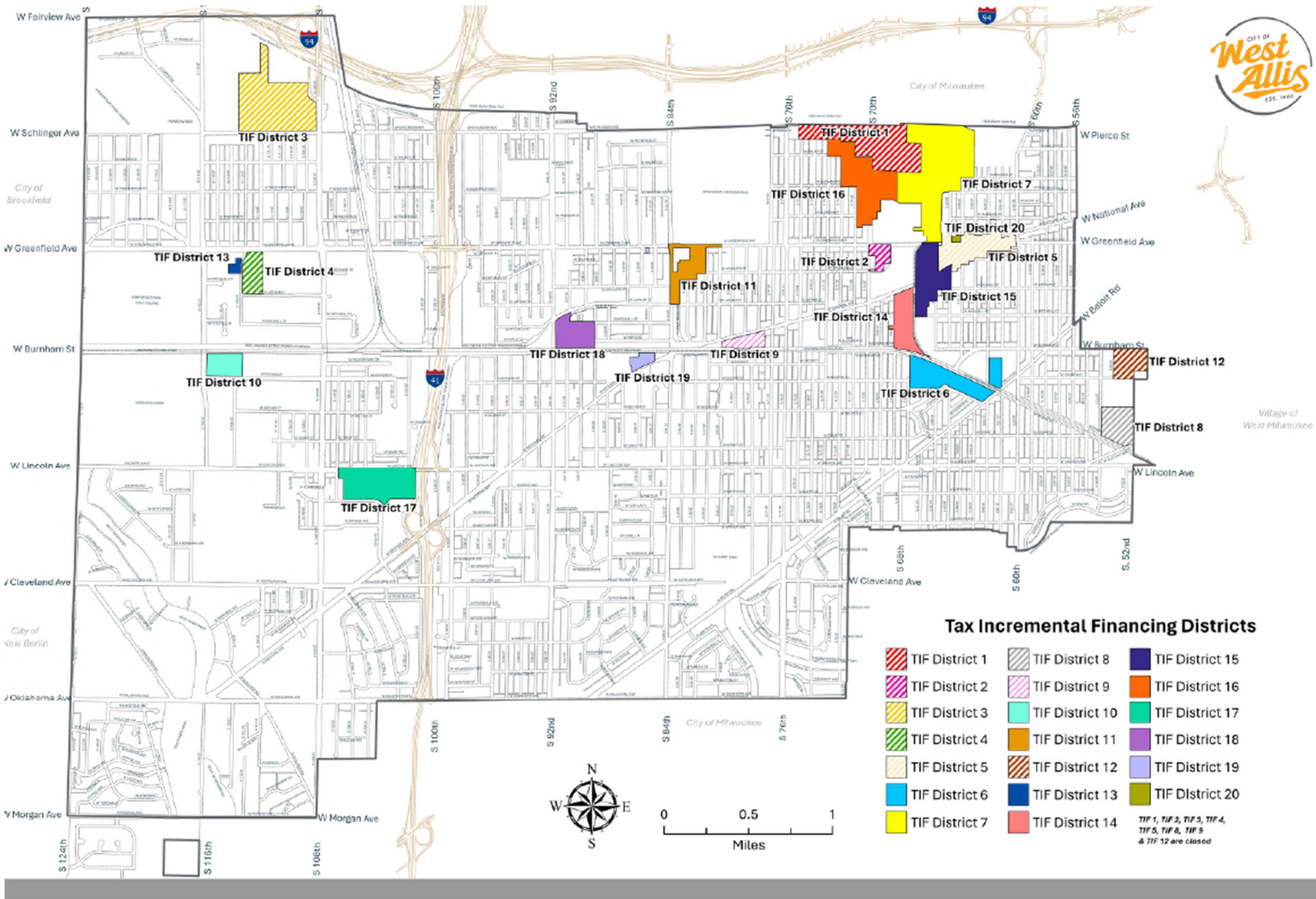
The TIF projections encompass all past costs, including 2024 expenditures, along with currently estimated future costs. This comprehensive approach is integral to determining the overall life cycle and financial viability of a TIF district.

In conclusion, the strategic use of TIF has proven instrumental in propelling economic development, fostering job creation, and transforming the City's landscape. The continued commitment to proactive TIF management is poised to yield sustained positive impacts, ensuring a prosperous future for both residents and local businesses alike.

TAX INCREMENT DISTRICT SUMMARY – ACTIVE TIF’s – YEAR END 2024

Mill Rate	Year	\$	19.11	Projected	Ratio							
	2024			Projected	100.00%							
District Name	Juneau Highlands	Summit Place	Yellow Freight	84th and Greenfield	113th -Home Juice	68th and Mitchell	The Market	Allis Yards	102nd and Lincoln	CHR. Hansen	85th and Nationa	Total
District Number	TIF #6	TIF # 7	TIF #10	TIF #11	TIF #13	TIF #14	TIF #15	TIF #16	TIF #17	TIF #18	TIF #19	
Valuation and Taxes												
Base Value	\$ 1,277,600	\$ 13,551,100	\$ 3,300,500	\$ 4,628,700	\$ 537,400	\$ 1,354,300	\$ -	\$ 3,080,600	\$ 14,285,600	\$ 4,230,100	\$ 1,506,200	\$ 47,752,100
Current Incremental Value	\$ 9,504,300	\$ 57,367,900	\$ 11,626,100	\$ 43,373,200	\$ 752,700	\$ 23,516,200	\$ 61,556,900	\$ 23,680,900	\$ 11,915,200	\$ 2,402,000	\$ (581,000)	\$ 245,114,400
Total Equalized Value	\$ 10,781,900	\$ 70,919,000	\$ 14,926,600	\$ 48,001,900	\$ 1,290,100	\$ 24,870,500	\$ 61,556,900	\$ 26,761,500	\$ 26,200,800	\$ 6,632,100	\$ 925,200	\$ 292,866,500
Projected Additional Incremental Value				\$ 7,000,000.00	\$ -	\$ 5,000,000	\$ 20,000,000	\$ 80,000,000	\$ 2,000,000	\$ 9,500,000	\$ 48,000,000	\$ 171,500,000
Projected Total Incremental Value	\$ 9,504,300	\$ 57,367,900	\$ 11,626,100	\$ 50,373,200	\$ 752,700	\$ 28,516,200	\$ 81,556,900	\$ 103,680,900	\$ 13,915,200	\$ 11,902,000	\$ 47,419,000	\$ 416,614,400
Base Taxes	\$ 24,415	\$ 258,962	\$ 63,073	\$ 88,454	\$ 10,270	\$ 25,881	\$ -	\$ 58,870	\$ 272,998	\$ 80,837	\$ 28,783	\$ 912,543
Current Incremental Taxes (2024)	\$ 181,627	\$ 1,096,301	\$ 222,175	\$ 828,862	\$ 14,384	\$ 449,395	\$ 1,176,352	\$ 452,542	\$ 227,699	\$ 45,902	\$ (11,103)	\$ 4,684,136
Projected Additional Incremental Taxes	\$ -	\$ -	\$ -	\$ 133,770	\$ -	\$ 95,550	\$ 382,200	\$ 1,528,800	\$ 38,220	\$ 181,545	\$ 917,280	\$ 3,277,365
Total Expected Taxes	\$ 206,042	\$ 1,355,262	\$ 285,247	\$ 1,051,086	\$ 24,654	\$ 570,825	\$ 1,558,552	\$ 2,040,212	\$ 538,917	\$ 308,284	\$ 934,961	\$ 8,874,044
Created Jobs	331	2,646	140	23	10	125	71	50	16	25	0	3,437
Projected Jobs	15				0	225	40	200	24	75	7	586
Total	346	2,646	140	23	10	350	111	250	40	100	7	4,023
Debt	\$ 819,478	\$ -	\$ 534,924	\$ 4,835,000		\$ 2,397,443	\$ -	\$ 12,117,661	\$ -	\$ -	\$ 52,051	\$ 20,756,556
Cash Balance		\$ 7,257,781										\$ 7,257,781
Projected TIF Closing	2031	2026	2026	2030	2031	2041	2044	2040	2046	2040		
Incremental plus projected incremental Taxes	\$ 181,627	\$ 1,096,301	\$ 222,175	\$ 962,632	\$ 14,384	\$ 544,945	\$ 1,558,552	\$ 1,981,342	\$ 265,919	\$ 227,447	\$ 906,177	\$ 7,961,501
One-time change in '25 for '24 error	\$ 102,300	\$ 7,282,000.00	\$ 1,572,900.00	\$ 5,058,700.00	\$ 136,000	\$ 2,620,800	\$ 6,488,100	\$ 2,820,800	\$ 2,760,300	\$ 9,200	\$ 97,700	\$ 28,948,800
Incremental Value Change from 2023 to 2024												
2023 Incremental Value	\$ 9,409,400	\$ 100,148,800	\$ 16,379,700	\$ 55,002,700	\$ 682,500	\$ 31,122,000	\$ 70,727,900	\$ 26,434,700	\$ 22,674,600	\$ 4,120,900		\$ 336,703,200
Current Increment Dollar Change From 2023 to 2024	\$ 94,900	\$ (42,780,900)	\$ (4,753,600)	\$ (11,629,500)	\$ 70,200	\$ (7,605,800)	\$ (9,171,000)	\$ (2,753,800)	\$ (10,759,400)	\$ (1,718,900)		\$ (91,007,800)
Incremental Value Percent Change From 2023 to 2024	1%	-43%	-29%	-21%	10%	-24%	-13%	-10%	-47%	-42%	#DIV/0!	-27%
District Number	TIF #6	TIF # 7	TIF #10	TIF #11	TIF #13	TIF #14	TIF #15	TIF #16	TIF #17	TIF #18	TIF #19	TOTAL
Incremental Value Change from 2023 to 2025 2025 Assess Ratio - 85.96%												
2025 Incremental Values NonAdjusted	\$9,911,800	\$68,489,600	\$14,029,400	\$51,109,100	\$961,300	\$27,521,600	\$73,498,800	\$28,444,400	\$16,127,800	\$2,865,100	\$33,723,400	\$ 326,682,300
2023 Incremental Values	\$ 9,409,400	\$ 100,148,800	\$ 16,379,700	\$ 55,002,700	\$ 682,500	\$ 31,122,000	\$ 70,727,900	\$ 26,434,700	\$ 22,674,600	\$ 4,120,900	\$ -	\$ 336,703,200
Incremental Change from 23-25	\$ 502,400	\$ (31,659,200)	\$ (2,350,300)	\$ (3,893,600)	\$ 278,800	\$ (3,600,400)	\$ 2,770,900	\$ 2,009,700	\$ (6,546,800)	\$ (1,255,800)	\$ 33,723,400	\$ (10,020,900)
% Change	5%	-32%	-14%	-7%	41%	-12%	4%	8%	-29%	-30%	#DIV/0!	-3%
District Number	TIF #6	TIF # 7	TIF #10	TIF #11	TIF #13	TIF #14	TIF #15	TIF #16	TIF #17	TIF #18	TIF #19	TOTAL

MAP OF TAX INCREMENT DISTRICTS



OPEN TIDS

TIF DISTRICT NO. 6 – JUNEAU HIGHLANDS BUSINESS PARK

PROJECTED CLOSURE: 2030 (27 YEARS)



(1960 S. 67 Place)

Redevelopment of JunEAU Highlands Business Park

Located near S. 67th Place and W. Becher St., this 11.5-acre district was established in 2004 with the goal of proactively initiating redevelopment and preventing further accumulation of non-developable fill materials. The site’s history included serving as a rock quarry, a carbide gas manufacturing plant, and more recently, a waste storage facility, oil and hazardous waste trucking terminal, and salvage yard filled with discarded vehicles.

The property had numerous building code violations and was operating as an illegal junkyard. Additionally, the owner was under a Department of Natural Resources (DNR) order to stop the leaching of lime slurry onto W. Becher St. In response, the City worked collaboratively with the owner to support cleanup efforts and partnered with the Milwaukee Metropolitan Sewerage District (MMSD), which covered trucking costs to use the lime in their wastewater treatment process. After removing the lime, the owner considered marketing the site as a rubble dump, but concerns about weak ground stability prompted the Community Development Authority (CDA) to acquire the site as a last resort.

To prepare the district for redevelopment, the site underwent extensive clearing, environmental testing, and remediation. Dumpsters and salvage were relocated, grading was completed, former lime pits were filled, and a stormwater pond was constructed. The project was primarily funded through \$2.8 million in tax incremental financing via taxable general obligation bonds, addressing both environmental remediation and geotechnical soil stability.

Additional funding sources included \$120,000 from four Department of Natural Resources (DNR) site assessment grants, a \$675,000 brownfield grant from the Wisconsin Department



of Commerce, a \$200,000 cleanup grant from the U.S. Environmental Protection Agency (EPA), \$150,000 from the Wisconsin Department of Commerce’s Emergency Assistance Program, and \$350,000 from the American Recovery and Reinvestment Act in 2009 for flooding relief.

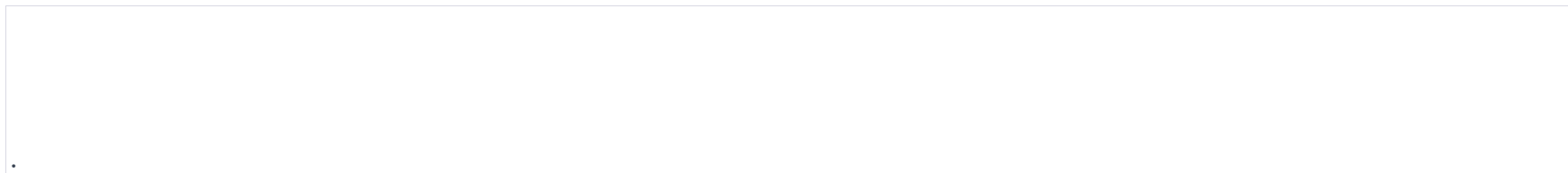
In 2006, the abandonment of the nearby Plating Engineering Company created a highly toxic site. The EPA, called in by the City and the DNR, initiated an emergency response, spending \$680,000 to remove hazardous waste. Despite these efforts, the Plating Engineering site remains undevelopable, leading to its inclusion in the TIF district in 2007 to secure funding for essential environmental cleanup. The Community Development Authority (CDA), in partnership with the DNR, oversaw the cleanup process, with the DNR covering the estimated \$1,000,000 in remediation costs. Under this agreement, neither the City nor the CDA incurred any environmental liability.

Development delays initiated by the CDA in the Six Points/Farmers Market (TID 5) district allowed for the disposal of contaminated foundry sand. Proposed projects for the Juneau Highlands Business Park, including an electric foundry and industrial facility, were canceled due to market changes and competition.

In late 2016, negotiations with Glenn Rieder, a millwork company, led to a new facility with City support. Funding included \$2.2 million from FIRE for construction and environmental costs, plus \$75,000 in CDBG funds for street and sidewalk improvements.

The facility, valued at \$6 million, opened in February 2018. The district's current value is \$10.78M. As of 2024, Glenn Rieder employed 331 people. With a negative balance of -\$819,478, and annual increment projected at \$181,627, the City is requesting that the Joint Review Board consider utilizing excess funds from TIF #7 in order to pay off and close TIF #6 in 2026.

TIF No. 6 – Juneau Highlands	
Base Value	\$1,277,600
Current Incremental Value	\$9,504,300
Projected Incremental Value	\$9,504,300
Total Expected Value	\$10,781,900
Total Incremental Value	\$9,504,300
Base Taxes	\$24,415
Current Taxes	\$181,267
Projected Additional Taxes	\$0
Total Expected Taxes	\$206,042
Total Incremental Taxes	\$181,627
New Jobs Created	331
Projected Jobs	15
Total	346

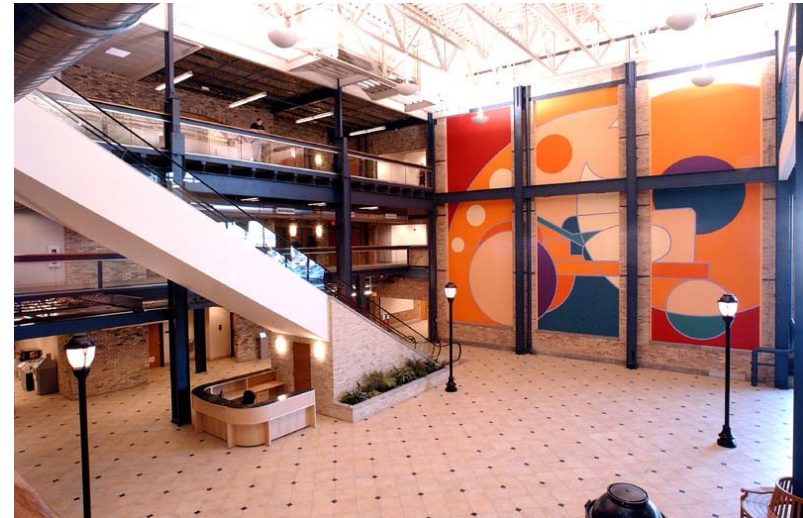


TIF DISTRICT NO. 7 – SUMMIT PLACE
PROJECTED CLOSURE: 2031 (27 YEARS)

The City's strategic application of Tax Increment Financing (TIF) and supplementary grant funding has resulted in the remarkable revitalization of the properties within TIF #7 – Summit Place, marking it as one of the City's most significant redevelopment successes. Currently valued at over \$65 million, the district boasts a thriving community, providing employment to over 2,700 individuals.

Project Genesis

Initiated with a \$350,000 Wisconsin Department of Commerce Brownfield Grant, the redevelopment transformed the vacant Allis-Chalmers Mfg. Co. "Shops" buildings into a sprawling 678,000 ft.² office space. Leveraging a brownfield grant facilitated a leveraged financing model, catalyzing the revitalization of the complex, now the second-largest office building in the metro-Milwaukee area, with an impressive 97% occupancy rate. The Summit Place Office Complex, once exclusively occupied by Allis Chalmers Corporation, now hosts over 100 diversified businesses, including major tenants such as Children's Hospital, Brookdale Senior Living, and the International Association of Equipment Manufacturers. Furthermore, manufacturing space is actively utilized by Blast Cleaning Technologies and Toshiba International Corp.



Financial Leverage and Collaborations

The initial \$7.3 million TIF expenditure funded public improvements and deferred payment loans, complemented by a \$568,000 DNR Urban Non-Point Source and Stormwater Grant. A collaboration with A-C Reorganization Trust allowed for the assumption of title to 8.9 acres, enabling stormwater enhancements and the construction of a 450-stall private parking structure. The creation of a 250-stall public parking lot, in collaboration with 6600 LLC, further demonstrated the district's commitment to community development.

The property's designation as a "Local Historic Landmark" by the West Allis Historical Commission not only preserved its historical significance but also resulted in substantial cost savings through adherence to historic building codes.

Additional financing tools, such as New Market Tax Credits (NMTCs), played a pivotal role in financing the aggressive renovation, further solidifying the public-private partnership that became the cornerstone of this successful redevelopment.



Expansion and Amendments

The district's success prompted amendments and expansions, including additional TIF funding for private parking, building improvements, and a commuter bike and pedestrian trail. Off-site public infrastructure upgrades and a new ingress/egress corridor to the adjacent West Allis Towne Centre shopping center were pivotal in revitalizing the aging mall and relieving traffic congestion.

Continued Success and Strategic Initiatives

A fifth amendment in 2014 added project costs for additional parking and further improvements, retaining existing jobs and adding new ones. The Neighborhood Residential Improvement Program was expanded to address blight and strengthen the neighborhood, showcasing the district's commitment to holistic community development.

Amendment Number Six in 2016 allowed TID 7 to share net revenues with TID 5, showcasing a collaborative approach to district management. To date, over \$91 million of additional taxable value has been invested in the site, exceeding expectations.

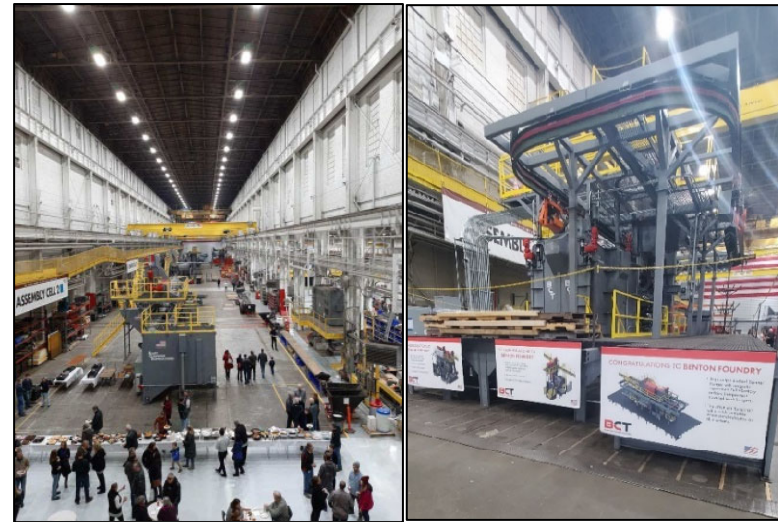
Loan Repayment and Economic Impact

The Community Development Authority (CDA) has loaned approximately \$4.5 million to Whitnall Summit, with the remaining balance of approximately \$375,000 scheduled for repayment in 2025.

Without proactive TIF utilization, the significant increase in property values and the transformation of the property into the City's largest taxpayer and employment center would have been improbable.

Economic Growth and Employment Landscape

In 2018, Blast Cleaning Technologies (BCT) leased 127,000 sq. ft., investing over \$3 million into the facility and expanding their team to nearly 300 employees (Pictured to the right). Further, the CDA sold the property at 6610 W. Greenfield Avenue to spur the \$2 million investment that created the Reunion Restaurant (Pictured to the right). The TIF 7 District currently boasts a value exceeding \$70 million, reflecting nearly a \$30 million decrease from 2022. The major influence to the reduction was the impact of COVID and rapid changes in the office space market. The TIF remains successful, overall maintaining an increase of over \$70 million from its original base of \$15.9 million. It consistently generates approximately \$1.5 million in annual tax increment, sustaining its economic impact to the area.



Strategic Initiatives and Future Development

City staff is actively exploring potential projects within and surrounding the TIF 7 District. Noteworthy initiatives include the Motor Casting Property, creating a pad-ready site, offering incentives for Summit Place tenants, Rails to Trails conversion, parking consolidation, supporting Blast Cleaning Technologies, and exploring the development of the powerhouse area.

The TIF has a positive fund balance of about \$7.257,781 at the end of 2024. With the prospects of an abutting development to the TID #16, the Joint Review Board approved up to a \$3.5 million to support a \$73 million, 278-unit development called the Apiary by Land by Label Development within the Allis Yards TIF. In the end, the developer only needed \$2.6 million of those funds and they have been distributed to the developer as of this report.



Staff is recommending utilizing a portion of the TIF Fund Balance to expedite the closing of the TID #6 and TIF #` 3. Also, Staff is working with property owners within the TID to consider ideas to maximize the land masses and to attract future redevelopment as well as ways to improve new connections to the neighborhood when W. Allis Chalmers Way is constructed to S. 60th Street.

Conclusion

In conclusion, the TIF 7 District stands as a testament to successful economic development. The proposed projects underscore the City's commitment to continued growth and innovation, contributing to the district's economic footprint and community impact. With a positive funds balance of \$7 million, City recommends the consideration of the closure of the TIF in the following year, with the recommendation to utilize one year of TIF cash flow towards affordable housing in West Allis, as is allowed by Statute with the approval of the Common Council and JRB.

Tax Increment District #7 – Summit Place	
Base Value	\$13,551,100
Current Incremental Value	\$57,367,900
Total Equalized Value	\$70,919,000
Base Taxes	\$258,962
Current Incremental Taxes	\$1,096,301
Projected Additional Incremental Taxes	\$0
Total Expected Taxes	\$1,1,355,262
New Jobs Created	2,646
Projected Jobs	0
Total Jobs	2,646

**TIF DISTRICT NO. 10 – YELLOW FREIGHT
PROJECTED CLOSURE: 2026 (21 YEARS)**

(S. 116 St. & W. Rogers St.)

West Allis' prime central location, combined with the strategic use of Tax Increment Financing (TIF) and other financial resources by the Community Development Authority (CDA), enabled the successful redevelopment of the vacant Yellow Freight terminal at 116th and Rogers. The TIF was instrumental in covering costs related to land assembly, demolition, and environmental remediation, paving the way for a \$11.3 million development by Wangard Partners and its affiliate, Mister Rogers Neighborhood LLC, on the 9.6-acre site (11528 and 11406 W. Rogers St.) on the city's westside. Once home to two truck terminals and a divisive railroad spur, the site now supports over 130 jobs.



To address brownfield challenges, the City of West Allis issued a \$400,000 loan from its Brownfield Revolving Loan Fund, which was capitalized by a U.S. EPA grant. Notably, this project was one of the first in the nation to combine U.S. EPA Brownfield Revolving Loan funds with New Market New Market Tax Credit financing.



Two Wisconsin Economic Development Corporation Site Assessment Grants (SAG), totaling \$127,000, were successfully secured for demolition and environmental testing, contributing to the Department of Natural Resources (DNR) case closure. A city-wide EPA-funded Brownfield Assessment Grant facilitated the environmental investigation, enhancing optimal development prospects.

Established in 2008, this district aimed to voluntarily acquire and redevelop the first of two vacant truck terminals. The proactive approach sought to encourage redevelopment, offering increased employment opportunities with reduced impacts on local

infrastructure and the environment. A \$30,000 DNR Site Assessment Grant supported preliminary environmental investigation pre-acquisition.

Cumulative project costs, including acquisition, demolition, and environmental remediation, reached \$2,664,706 by 2016. The unused railroad spur was removed, and utilities were relocated to accommodate proposed building footprints. Milwaukee County's foreclosure on the abandoned railroad spur facilitated its purchase by the CDA, addressing redevelopment needs.

In the fall of 2013, Wangard Partners finalized project financing, acquiring the site for \$845,000 from the CDA, which had covered the demolition and environmental costs. The \$14 million redevelopment secured \$8 million in financing from PyraMax Bank, including a \$2.0 million loan from the Wisconsin Housing and Economic Development Authority.

The City's First-Ring Industrial Redevelopment Enterprise (FIRE) allocated New Market Tax Credit \$3 million subordinate equity loan with seven-year, interest-only payments.

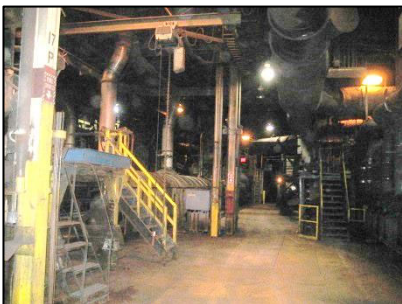
In 2015, a 72,000 sq. ft. industrial building was completed, now home to Ferguson Plumbing with 60 employees. A 50,000 sq. ft. spec industrial space, expanded by 10,000 sq. ft. in 2016, houses Ferguson, Concentric, and Revere Electric. In fall 2022, the developer fully repaid the U.S. EPA loan, addressing environmental issues to support further development

The district is currently valued at \$18.3 million, reflecting a \$15 million increase from its base value of \$3.46 million. With incremental tax revenues of \$300,000, the district is on track to cover the remaining \$2.2 million of debt service from project costs and is expected to close in 2026



Tax Increment District #10 – 116th and Rogers	
Base Value	\$3,300,500
Current Incremental Value	\$11,626,100
Projected Additional Incremental Value	\$0
Total Equalized Value	\$14,926,600
Projected Incremental Value	\$0
Base Taxes	\$63,073
Current Incremental Taxes	\$222,175
Projected Additional Incremental Taxes	\$0
Total Expected Taxes	\$285,247
New Jobs Created	140
Projected Jobs	0
Total Jobs	140

**TIF DISTRICT NO. 11 – S. 84th ST. and W. GREENFIELD AVE.
PROJECTED CLOSURE: 2025 (12 YEARS)**



The redevelopment of the 84th and Greenfield area highlights the use of creative financial strategies to attract a hotel development, a key goal in the City's long-term plan.

Tax Increment Financing (TIF) District #11, established in 2010, played a key role in the redevelopment of 11.4 acres impacted by 2008 flooding that damaged residential properties, a vacant commercial building (Mykonos restaurant), and irreversibly damaged the Milwaukee Gray Iron foundry, forcing its permanent closure.

To supplement TIF, the project leveraged \$9.5 EB-5 investor program equity that came from foreign investors.

To supplement the TIF and EB-5 program, Tri-City Bank provided a \$2.5 million loan secured through a first mortgage, while the City-affiliated First-Ring Industrial Redevelopment Enterprise, Inc. (FIRE) extended a \$1,500,000 leveraged loan. The TID contributed a \$350,000 loan, personally guaranteed by property owners, to construct a 100-year underground stormwater facility.

The redevelopment featured a strategic mix of TIF, grants, and creative financing, culminating in the development of a \$13 million Hampton Inn and Suites along with a 9,000 sq. ft. banquet center.

Project costs for this TIF district reached approximately \$2.3 million, covering acquisition, relocation of non-grant eligible properties, environmental cleanup, and administrative expenses, including legal fees. Acquisition of single-family homes and the vacant industrial facility occurred through voluntary means, with eminent domain employed only for a long-vacant and dilapidated restaurant.

A \$29,000 Site Assessment Grant (SAG) and a \$40,000 Citywide EPA Grant facilitated initial site investigations. Apart from TIF, a \$3.8 million grant from the Community Development Block Grant – Emergency Assistance Program (CDBG-EAP) was secured to offset redevelopment costs.



In October 2014, a groundbreaking ceremony marked the start of the \$13.9 million hotel and banquet facility, which opened in fall 2015. The hotel, covering 3.2 acres, now has an assessed value exceeding \$13 million and employs 23 full-time staff as of 2019.

In 2016, TID 11 Amendment One was approved, allocating \$7.3 million in tax incremental financing for project costs, including improvements, environmental cleanup, developer financing, interest, and economic initiatives. The amendment anticipated an additional \$31 million in redevelopment.



In 2017, the Community Development Authority (CDA) signed a Purchase & Sale and Development Agreement with Element 84, LLC, for two four-story buildings with 203 market-rate apartments. The \$43.6 million project, featuring 226 underground parking stalls and 3,000 sq. ft. of commercial space, is projected to be assessed at over \$22 million, with an incremental property tax of \$600,000. Financed through the HUD 221d4 program, the project is on track, with units expected to be available in January 2021

In 2017 the Community Development Authority of the City of West Allis (the “CDA”) entered into a Purchase & Sale and Development Agreement with Element 84, LLC (a subsidiary of Ogden & Company) for the development of two, four-story buildings consisting of 203 high-end market-rate apartments with 226 underground parking stalls, to be constructed on the remaining land within the district. The development will include about 3,000 sq. ft. of

commercial space as a café with outdoor seating. The total project cost of \$43.6 million is assessed at over \$22 million with an incremental

property tax over \$600,000. The project obtained conventional financing through the HUD 221d4 program allowing for a longer amortization and ability to lock in rate and term from construction. The development is complete and was fully leased on schedule.

In 2023, the City of West Allis provided financial assistance to help a start-up business Fire Cycle Fitness to occupy about 1,750 sq. ft. within Element 84. The business added five new jobs to the district. Also, the CDA approved a TIF loan financing to the Developer to complete the commercial space for occupancy.

The TIF has about \$4.8M million of remaining debt service and positive fund balance based on the cash flow of the TIF. The project closing date is 2030.

Tax Increment District No. 11 – 84th and Greenfield Redevelopment Area.	
Base Value	\$4,628,700
Current Incremental Value	\$43,373,200
Projected Additional Incremental Value	\$7,000,000
Total Equalized Value	\$48,001,900
Projected Incremental Value	\$50,373,200
Base Taxes	\$88,454
Current Incremental Taxes	\$828.862
Projected Additional Incremental Taxes	133,770
Total Expected Taxes	\$1,051,086
New Jobs Created	23

TIF DISTRICT NO. 13 – FORMER HOME JUICE PROPERTY PROJECTED CLOSURE: 2031 (20 YEARS)

(1433 – 1501 S. 113 St.)

Tax Incremental District (TID) 13, covering 1.7 acres on the west side of S. 113th St., just south of W. Greenfield Ave., was created in 2011 due to illegal contamination dumping along the property line of two underutilized parcels: a former residential property and a commercial site. The dumping severely hindered redevelopment due to high environmental cleanup costs. The CDA intervened to apply the "but for" test, as private sector development would not have occurred without government involvement. Key issues included:

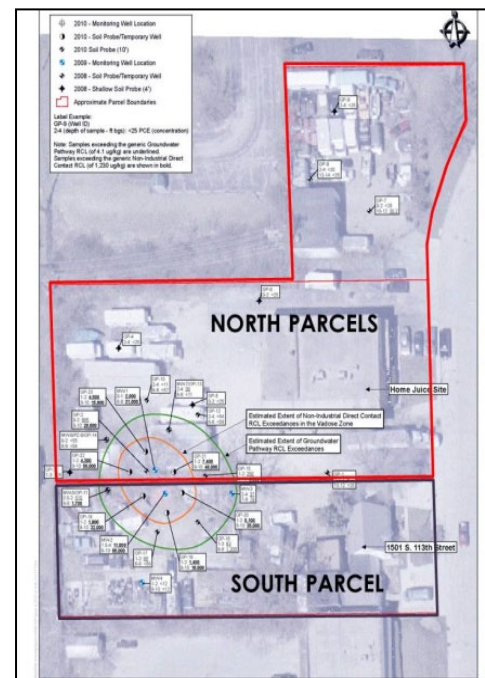
1. The South Property: A vacant, contaminated residential lot in an industrial area, foreclosed by a bank after the owner abandoned it. A first-time, financially strained homebuyer later purchased the property.
2. The North Property: The former Home Juice site, composed of three parcels, was bought by Supreme Builders, Inc. but the discovery of contamination led them to abandon plans for an office complex.

In 2009, with a \$42,000 DNR Site Assessment Grant, Phase I and II Environmental Assessments were completed on the contaminated site. The CDA was granted access to assess the horizontal and vertical extent of contamination and evaluate cleanup options and costs.

The reports revealed tetrachloroethene (PCE) contamination, along with low-level polycyclic aromatic hydrocarbons (PAHs) and arsenic in shallow soils above safe levels. The contamination, centered on the shared property line, required simultaneous cleanup on both properties. Total project costs, including remediation, demolition, acquisition, and legal fees, were estimated at \$707,000.

After lengthy negotiations, the CDA approved an agreement with the former Home Juice owner and Supreme Builders, Inc., which involved placing \$250,000 in escrow for environmental remediation. The CDA agreed to handle the cleanup, contingent on DNR's Case Closure approval. Supreme Builders, Inc. was eager to start construction but needed DNR's approval to secure financing. The CDA provided environmental indemnification to the developer, funded by the escrow, grants, and TIF financing. This creative financing,

Contamination "plume" on the property



coupled with a strong public-private partnership, turned redevelopment from "impossible" to "possible," enabling the \$1.2-million project to move forward.



If it wasn't "but for" the CDA's involvement in the environmental clean-up (which required ownership by the CDA, per the grant), no development would have taken place on these contaminated properties.

As a result of the above, construction of the office is completed and occupied by Supreme Builders, Inc. PCE impacts were addressed through a combination of vapor extraction to address the contaminated soil and in-situ chemical oxidation to remediate the groundwater. Post active-remediation groundwater monitoring took place and a surface barrier was constructed to reduce exposure to shallow surface soil and help protect the groundwater. Case closure request to the WDNR is in progress and expected to be received in fall 2017. At that point, the ownership will change from CDA to Supreme Builders, Inc.

This entire project is an extremely successful "poster child" case for the need of governmental intervention along with a creative private-public partnership to redevelop "upside down" properties. "But for" the CDA stepping in to take the leadership in structuring an environmental financing package the blighted and contaminated properties that would have continued to sit vacant with no end in sight, the environmental contamination would have remained in place continuing to be a health threat to the neighborhood, and no development would have been environmentally allowed on this site, let alone the new construction of a \$1.2 million office building.

To make the project financially feasible, the CDA secured \$186,000 in EPA grants, \$35,000 from the WDNR’s “Ready for Reuse” loan (converted to a grant), a \$42,000 DNR Site Assessment Grant, \$250,000 from the Home Juice property sale, and \$194,000 in TIF funding. These sources are expected to cover the \$707,000 project cost.

The primary challenge in paying off the TIF quickly is the high existing property tax value of the contaminated properties. CDA could have waited for the tax value to drop to \$100, increasing the tax increment, but this would have diverted current taxes from taxing jurisdictions to fund the TIF debt.

Tax Increment District No. 13 113th – Home Juice	
Base Value	\$537,400
Current Incremental Value	\$752,700
Projected Additional Incremental Value	\$0
Total Equalized Value	\$1,290,100
Base Taxes	\$10,270
Current Incremental Taxes	\$14,384
Projected Additional Incremental Taxes	\$0
Total Expected Taxes	\$24,654
New Jobs Created	10

The district’s base value is \$537,400, with a current value of \$1,827,500 and an incremental value of \$1,290,100. This incremental revenue will help pay off the debt, with the district projected to expire in 2031. As a result, even though the new redevelopment is extremely attractive, the relative increase in value is only moderate, generating a tax increment of about \$36,733 per year.

The property was sold in April of 2022 to Cobalt Partners as part of a portfolio sale for \$1,336, 511. The property is currently listed for sale for \$1,495,000.

Based on projections, the TID is generating increment but an insufficient amount to meet the 27-year limit. Staff are recommending utilizing a Donor TID, TID #7 to resolve the outstanding balance of approximately \$254,236 and close the TIF in 2026.

**TIF DISTRICT NO. 14 – S. 68th ST. AND W. MITCHELL ST.
PROJECTED CLOSURE: 2041 (27 YEARS)**

This tax incremental district was approved in 2015 as TID 14 – 68th and Mitchell. The district encompasses approximately 14.7-acres of land in the City’s historically industrial corridor. The district was primarily occupied by buildings and land that were formerly owned and operated as the Milwaukee Ductile Iron Foundry, which closed in 2009.

Because the property was historically used as a foundry and had documented environmental releases on the property, the City applied for a Wisconsin Plant Recovery Initiative grant from Wisconsin Department of Natural Resources. Over \$46,000 in grant funds were deployed to identify environmental impacts, conduct general environmental testing, and identify any barriers of redevelopment.

Since the plant closure, much of the district became underutilized and was purchased for its scrap value. Unlike TID 11, where the City acquired the property and bid out the demolition, it was hoped that the private sector would lead the charge for redeveloping these properties. However, once the valuable material was extracted, the new owners stopped all work on the site.

The purpose of creating this district was to assure that the industrial blight was demolished and environmentally remediated, and that the site would be adequately prepared for future redevelopment. Based on the failings of the previous private-sector owner, the CDA has since stepped in as the “developer of last resort.”

To enhance the surrounding neighborhood within ½ mile of the project the CDA has also budgeted \$500,000 within the TIF plan to capitalize a Neighborhood Housing Rehabilitation Loan program and to finance demolition of dilapidated buildings in the neighborhood.



The City purchased the former Milwaukee Ductile properties for \$1,750,000 from the failed private owner, based on expected market value. These funds were placed in an escrow account and used to cover demolition and remediation expenses. Additional costs for planning, demolition, environmental work, and administration have brought total project expenses to over \$2.7 million, with an additional \$4.5 million anticipated.

Redeveloping the 7-acre former foundry for light industrial use could generate \$4-5 million in new value. However, in 2019, the City was approached by United Health Services (UHS) to develop a \$30 million behavioral health hospital with 120 beds. The project received all necessary approvals in 2019 and opened in fall 2021. Construction was supported by New Market Tax Credits from First-Ring Industrial Redevelopment Enterprise, Inc. Based on the UHS development, the district is projected to pay off all costs by 2041.

6771 W. National Avenue.

The graphic displays the potential for the historic restoration of the former Kearney Trecker building. The developer, Baum Revision is working with a potential tenant that would utilize the space for a regional destination as an event space.

In April of 2019, the City’s CDA published a Request for Proposals for the 6771 W. National Ave. property and selected Baum Revision LLC., as the preferred developer of choice. Baum’s vision for the building is to work with the Wisconsin State Preservation Office and the National Park Service to restore the building utilizing historic tax credits and ultimately resulting in the building being listed in the National Register of Historic Places. The building presents a complex set of design, preservation and adaptive use challenges. The restoration will create an architectural jewel that will pay homage to the industrial history of West Allis with the added representation of the City’s future vision.

Kearney & Trecker Redevelopment
An Iconic Landmark

- 50,000+ visitors per year
- 24 full-time jobs
- 56 part-time jobs
- \$4.6M est. fair market value

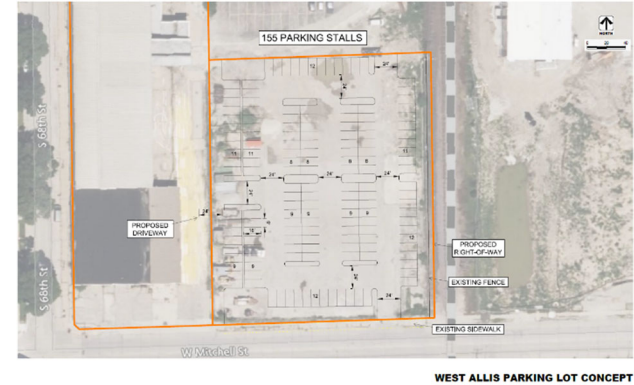
Baum Revision, selected through the City's RFP process, is proposing a \$16 million historic revitalization for the former Kearney Trecker building at 6771 W. National Ave. Saved from demolition, this former foundry was built in 1918 and is a one-of-a-kind structure with a paneled glass façade. The National Park Service recognized its historic value as a landmark and made it eligible for historic tax credits – a vital funding source to preserve the property.

Baum's project will bring this idle property to life with celebrations, fairs, and markets. The property will host public events with small business vendors, artists, makers, and more. The result will be a restored landmark with historic character that will add to the vibrancy of the National Avenue Corridor and extend the momentum of the Six Points neighborhood.

- 20,000 sq. ft. high-end event space
- 21,000 sq. ft. office & support space
- \$1.2M Public investment for shared parking & environmental remediation

Primary Project Goals for the project:

1. Restore the building in a form and function reflective of its historical legacy. Introduce modern building infrastructure while preserving the historical architectural details. Introduce historical materials from the building as various forms of art (i.e. reuse discarded metal components as components for light fixtures, art pieces, planters, etc.).
2. Activate the building with current uses that involve a modern interpretation of its industrial past: activate the building with a large food production tenant and an event space.
3. Build a strong project identity that results in the project being a destination, attracting visitors and businesses to West Allis and serving as an additional catalyst for the immediate area.



WEST ALLIS PARKING LOT CONCEPT

Redevelopment/Historic Preservation

The project will contribute to West Allis’ rich history of preservation by celebrating its historic roots. The repurposing of the building in part as a manufacturing facility is an acknowledgement of its importance to the economic contributions of the community.

Local Identity

The area already boasts a distinctive concentration of food-based businesses, creating significant opportunities for synergistic economic growth. This project aligns with and enhances several local initiatives, including the region’s top farmers market, the development of The Market at Six Points food cluster, and an expanding array of food-centric events and organizations.

The potential redevelopment of the former Kearney and Trecker building could attract up to \$20 million in investment, transforming the space into commercial and office facilities, a unique event venue, and up to 100 new jobs. The project will leverage federal and state historic tax credits, local grants, and seek a new market tax credit allocation.

Tax Increment District #14 - 68th and Mitchell	
Base Value	\$1,354,300
Current Incremental Value	\$24,870,500
Projected Additional Incremental Value	\$5,000,000
Total Assessed Value	\$31,224,800
Base Taxes	\$27,221
Current Incremental Taxes	\$499,897
Projected Additional Incremental Taxes	\$100,500
Total Expected Taxes	\$627,618
New Jobs Created	132
Project Jobs	225
Total	257

To support this development, the City or Community Development Authority plans to add a parking lot at 6771 W. National Ave., further enhancing the area's infrastructure

The area already encompasses a unique concentration of food-based business activity that has already created an opportunity for synergistic economic development. The project would complement the following area initiatives/developments/projects: the best farmers market in the metro Milwaukee area, the development of The Market at Six Points food-cluster focus, a growing number of food-focused events, and organizations.

Potential redevelopment of the former Kearney and Trecker building could also result in an investment of up to \$20 million to create commercial and office space with unique event space and up to 100 jobs. The project would utilize federal and state historical tax credits, other local or state grants, and will seek a new market tax credit allocation.

Based on the redevelopment, the City or the Community Development Authority will need to utilize TIF in order to make the redevelopment of the property a reality, this would include a contribution of up to \$3M directly towards the redevelopment as well as approximately \$1M to repave and improve the parking lot to support the overall development of 6771 W. National Ave.

TIF DISTRICT NO. 15 – THE MARKET
PROJECTED CLOSURE: 2042 (27 YEARS)

Tax Incremental District # 15 was approved in 2016 as an overlay district to TID 5 – Six Points/Farmers Market. The district encompasses approximately 16 acres of land in the City’s Farmers Market neighborhood. The district consists of vacant land, owned by the Community Development Authority of the City of West Allis (the “CDA”).

The vacant land surrounding the Farmers Market had been slated for redevelopment in the mid- 2000’s, but the housing market crash of 2008 and the withdrawal of the initial developer left the City with an abundance of vacant land, no added incremental value, and an urgent need to issue a new RFP for redevelopment. In 2016 the City and CDA selected Mandel Group, Inc. to pursue redevelopment of the land within TID 15 for the construction of a 30,000 sq. ft. medical office building, approximately 177 high-end market-rate apartment units, and approximately 46,000 sq. ft. of commercial space. The City and CDA selected the Mandel Group based on their vision of transforming the entire neighborhood and east end of the City with high-end apartments and destination commercial uses such as restaurants, a smaller/specialized grocery store user, and high-end commercial tenants.



The \$70 million development by Mandel Group successfully completed construction of the new Aurora Clinic in 2018 and broke ground on the construction of 177 apartments named The West. The first units became available in November of 2019 and are leasing between \$909 for a studio apartment to \$2,094 for a three bedroom, 2 bath apartment. The assessed value is about \$25 million. The project added 4 new jobs to the district. The West reached stabilized leasing by May 2020 many months ahead of schedule and was able to secure permanent financing earlier than expected resulting in project savings. Today, rents at The West are at \$2.00 per sq. ft.

The estimated public financial participation is \$16,680,000, in the form of a developer funded TIF, where the developer takes out a loan in that amount, and the tax increment goes back to the developer to pay down the debt. This eliminates the City’s risk, as the City is not responsible for taking out a General Obligation Bond (debt), as is typically done when a city provides financial assistance in a TIF district.



The commercial component to be constructed south of National Avenue and referred to as “SONA” started construction in 2021. The development includes a 110-unit apartment building with two commercial space endcaps that will be available for lease. The construction cost is estimated at over \$22 million with units becoming available in January of 2023. The TIF is providing \$15 million of developer funded financial assistance and the City provided \$500,000 loan funded through a revolving loan program funded through a grant from the U.S. EPA.



The Makers Row Development, which completed construction on the shell of the buildings in 2024, has letters of intents to fill out the space with tenants which meet the food related mission of the space, with building plans coming in for permit in the Fall of 2025, with plans for spring/summer occupancy in 2026, this area is located west of the West Allis Farmers Market. With an estimated construction value of approximately \$6 million, it is expected to create 60 jobs. The City will potentially assist with \$1.6 million in developer-funded TIF and a \$500,000 loan through a U.S. EPA grant. The development aims to attract unique food businesses by offering lower rents, with TIF making the project financially viable.

In fall of 2025, Mandel proposed the final stage of the building out for the Sona area consisting of 2 multi-family buildings totaling 110 units Estimated at \$25 million, the project is projected to have an assessed value of approximately \$20 million.

Tax Increment District #15 – The Market	
Base Value	\$0
Current Incremental Value	\$61,556,900
Projected Additional Incremental Value	\$20,000,000
Total Incremental Value	\$81,556,900
Base Taxes	\$0
Current Incremental Taxes	\$1,176,352
Projected Additional Incremental Taxes	\$382,200
Total Expected Taxes	\$1,558,552
New Jobs Created	71
Project Jobs	40
Total Jobs	111



CONCEPTUAL RENDERING - LOT 4



CONCEPTUAL RENDERING - LOT 3

**TIF DISTRICT NO. 16 – S.70th Street and Washington
Office Development - Cobalt
PROJECTED CLOSURE: 2040 (27 YEARS)**

TIF district No. 16 was established to support the major revitalization of the former heavy industrial former Allis-Charmers office & industrial complex and to evolve the corridor into a pedestrian friendly, free parking, and high-end office complex within the S. 70th Street Corridor. The developer, Cobalt Partners, plans to include the acquisition of the West side of S. 70th Street, to acquire two office buildings consisting of 155,600 SF and make substantial interior and exterior improvements to the buildings. The property was owned by the West Allis-West Milwaukee School District. The purchase included two buildings located at 1135 and 1205 S. 70th St. and related parking

The project will also involve less than one acre of McKinley Park (South of the Field House) to be considered for surface parking. The project will also work with Milwaukee Area Technical College (MATC) to assemble some property that may be positioned for future redevelopment.

On the East side of S. 70th Street, also as part of Phase 1, the developer acquired another former Allis Chalmers office building (currently owned by BGK Properties Inc.) located at 1126 S. 70th St. with a plan to relocate about 60,000 ft.² of the existing tenants to the 1205 S.70th St. building. The developer commenced demolition of a 469,300 ft.² building and started the construction a 105-room Home 2 Suites expected to open by June of 2023.



The City plans to invest approximately \$20 million in initial capital contributions for the projects within the TIF Plan. In Phase 1, the City issued a \$5.3 million GO Bond, netting \$4.685 million for the developer’s project, which will be both corporately and personally guaranteed by the developer. In Phase 2, the City may approve up to \$15 million in Municipal Revenue Obligations (MRO), allowing the developer to borrow funds directly from a lender and repay using new property tax increment generated by the project, with no financial liability for the City. The projects will be completed in two phases, with a 22-year expenditure period from the adoption of the Creation Resolution. Financing may include General Obligation Bonds and MROs, though alternative methods may be considered to reduce costs, preserve debt capacity, or mitigate risks, as determined by the Common.

The city successfully applied to Wisconsin Economic Development Corporation and received a \$150,000 Site Assessment Grant to assist with site investigation and site clearance work that will ultimately advance the demolition of 1126 S. 70 St. building.

The original plan for Phase 2 was to develop more than 400,000 ft.² of office and taxable educational facilities, but following COVID, the office market industry has greatly evolved.



Land by Label, a residential developer has secured City approvals for the construction of a \$75 million signature building consisting at the corner of W. Washington and S. 70th Street – a gateway into West Allis. The building will have up to six floors and 248 market rate units. The building will offer amenities such as swimming pool, community room, golf simulator, etc. The base value of the area was \$3,142,700, and the incremental value, due to the improvements to the office buildings and the completion of the Home 2 Suites Hotel is \$26,434,700. The first phase of which would include a near 248-unit multi-family building, at a cost of nearly \$75 million, is currently under construction and scheduled to open in Fall of 2026.

Tax Increment District No. 16 – Allis Yards	
Base Value	\$3,080,600
Current Incremental Value	\$23,680,900
Projected Additional Incremental Value	\$80,000,000
Total Equalized Value	\$103,680,900
Base Taxes	\$58,870
Current Incremental Taxes	\$452,542
Projected Additional Incremental Taxes	\$1,528,800
Total Expected Taxes	\$2,040,212
New Jobs Created	40
Projected New Jobs	60
Total New Jobs	100

**TIF District No. 17 – 102nd and Lincoln
PROJECTED CLOSURE: 2046 (27 YEARS)**

The 102nd and Lincoln TIF was newly created in 2019 to assist with the redevelopment of the property commonly referred to as the Wehr Office building located at 102 and Lincoln. The 21-acre district was created to pay the costs of incentives needed to facilitate development of a 107-room Holiday Inn Express hotel, future medical office or office space development and other potential redevelopment activities. The developer, Catalyst Partners and JNK are expected to invest \$16.3 million in the development of the hotel and potential office building. The hotel will offer a fitness center, pool, business center, small conference room, outdoor patio, and continental breakfast. Phase II of the project is up to a 16,000 sq. ft. office, retail commercial space. The Holiday Inn Express opened in July of 2020 in time for the scheduled Democratic Convention, however national COVID pandemic impacted the travel industry, and the convention was cancelled.



The TIF is expected to generate about \$17 million in new tax increment over the entire district and increment satisfying project costs by 2029. The City anticipates making total expenditures of \$2.8 million to undertake the project. Project costs include an estimated \$2.45 million in incentive payments including \$1.45 million for the hotel development, \$750,000 for other incentives relate to future redevelopment projects, and \$250,000 for residential rehabilitation assistance. The incentives are structured in the form of a developer funded of “pay-go” TIF. The TIF Plan also includes \$250,000 for potential public infrastructure rehabilitation and \$100,000 for district administrative expense to include cost to create the district.

Tax Increment District No.17 - 102nd and Lincoln	
Base Value	\$14,285,600
Current Incremental Value	\$11,915,200
Projected Additional Incremental Value	\$2,000,000
Total Incremental Value	\$13,915,200
Base Taxes	\$272,998
Current Incremental Taxes	\$227,699
Projected Additional Incremental Taxes	\$38,220
Total Expected Taxes	\$538,917
New Jobs Created	16
Projected New jobs	24
Total New Jobs	40

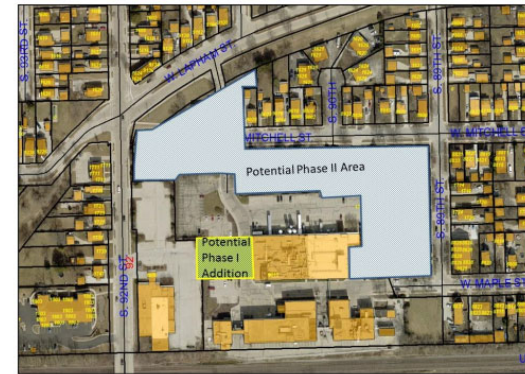
TIF District No. 18 – Chr. Hansen Expansion
PROJECTED CLOSURE: 2040 (21 YEARS)

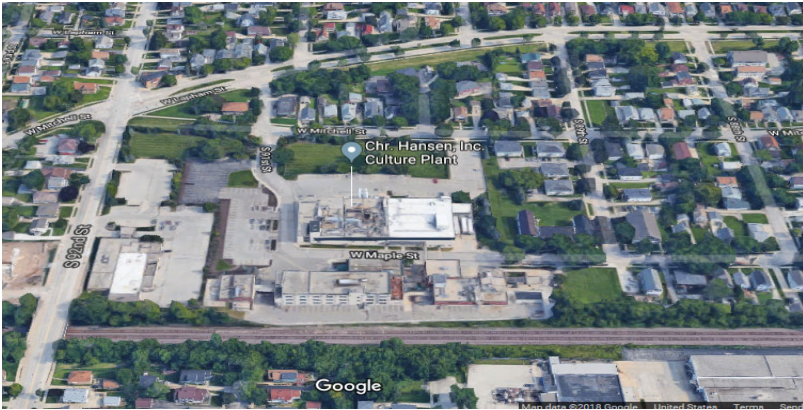


In 2019, Chr. Hansen, located at 9015 W. Maple Street approached the City of West Allis regarding a broader vision for their U.S. headquarters in West Allis. Located in West Allis since 1929, the company today has over 200 professionals in West Allis. Chr. Hansen is a global bioscience company that develops and produces cultures, enzymes, probiotics, and natural colors for a variety of food, confectionery, beverages, dietary supplements, animal feed and plant protection.

When Chr. Hansen started the planning process for the \$25 million expansion West Allis, local representatives of the company suggested to the City and state representatives there might be possible challenges from the Board of Directors perspective. Since Chr. Hansen is based in Denmark and operates under a global footprint, there are many factors and priorities that a company uses to direct company investment and growth. Therefore, economic assistance was proposed to help the project be considered against other global company requests and locations.

In 2019, Chr. Hansen commenced construction on The Phase I of the project that included a 20,000 sq. ft. expansion to provide a larger footprint for its Food Cultures and Enzymes facility. The addition represents an estimated \$9-\$20 million capital investment. To date, the company has added about 25-30 new jobs and contributes about \$55,000 in new increment annually. The addition came online in 2021.





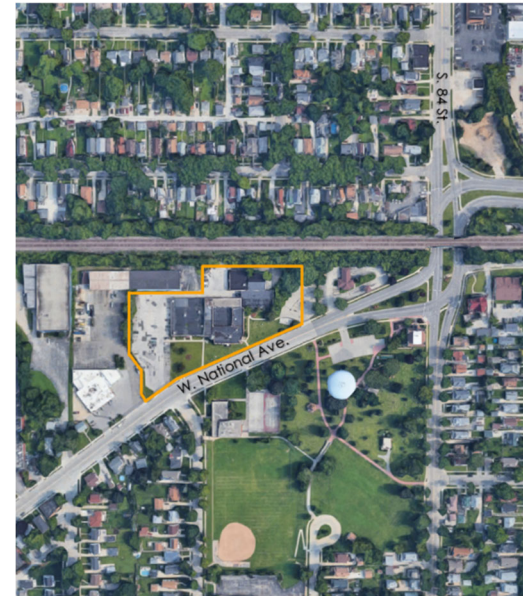
To assist with a proposed expansion, the City created a new industrial district comprising of approximately 7 acres of land including the existing Chr. Hansen facility. As the incentive structure, a developer funded TIF or, “pay as you go” TIF was adopted to provide up to 12 years of increment gained for each phase of expansion. Further, the TIF is structured that the economic benefit is only attained if each future phase starts construction prior to July 1, 2025. The potential incentive placeholder in the TIF plan is up to \$11.9 of increment. The proposed TIF plan also includes \$200,000 for housing and economic development improvements with a ½ mile of the district and \$155,000 for administrative expenses for operating and creating the district. The TIF is expected to close in 2040.

Tax Increment District No. 18- Chr. Hansen	
Base Value	\$4,230,100
Current Incremental Value	\$2,402,000
Projected Additional Incremental Value	\$9,500,000
Total Equalized Value	\$11,902,000
Base Taxes	\$80,837
Current Incremental Taxes	\$45,902
Projected Taxes	\$181,545
Total Expected Taxes	\$308,284
New Jobs Created	25
Projected New jobs	75
Total New Jobs	100

TIF District No. 19 – 86th and National Avenue
PROJECTED CLOSURE: 2051 (27 YEARS)

In 2022, Three Leaf Partners, a metro-Milwaukee developer, approached the City of West Allis with a development proposal for the property at 8530-8556 W. National Avenue, the site of the former Clark Oil Headquarters. The existing office building was under occupied for a few years, exhibited signs of blight and disinvestment, and had limited reuse opportunities.

The Developer received approval from the City to demolish the existing building that was on the 3.22-acre site. Also, the city supported the \$68 million construction of a project consisting of 247 market-rate apartment homes. The development aligned with the National Avenue Commercial Corridor Plan that called for additional housing, public improvements, and coordinated investment within this key corridor that runs through the heart of West Allis.





The Development will be 6-stories with two underground parking floors with 295 parking spaces and 24 outdoor vehicle parking spaces. The amenities will be club room, pool, dog run, grill stations, outdoor games, and a fire pit.

Following the COVID-19 pandemic, the construction industry remains unsettled with materials in limited supply and in general, increasing construction costs.

Tax Increment District No. 19 - 86th and National Avenue	
Base Value	\$1,506,200
Current Incremental Value	\$(581,000)
Projected Additional Incremental Value	\$48,000,000
Total Equalized Value	\$47,419,000
Base Taxes	\$28,783
Current Incremental Taxes	\$(11,103)
Projected Taxes	\$917,280
Total Expected Taxes	\$934,961
New Jobs Created	0
Projected New jobs	7
Total New Jobs	7

These issues were compounded with uncertainty in the lending market as well as increasing interest rates. The City approved a TIF District to provide economic assistance to the project in form a Developer Funded TIF or “pay as you go” TIF. The amount of development incentive payments has a present value of \$13.1 million using a 6% discount factor and is expected to be fully realized over 27 years. The overall development must perform to obtain the economic benefit. The TIF will include \$745,000 for administration and professional services. Further, if the project is successful and Developer Funded TIF obligations are satisfied, the City has identified Contingent Projects that total \$335,000 including infrastructure improvements to Honey Creek Park, pedestrian street improvements along National Avenue, and housing and economic development incentives or other projects within ½ mile radius of the TIF boundaries. The City assisted the development with a \$500,000 loan funded through a revolving loan program funded through a grant from the U.S. EPA. The TIF is expected to close in 2051.

The project started leasing the first floors in August of 2025 with balance coming online during the fall of 2026.

**TIF District No. 20 – 6400 Block of W. Greenfield Avenue (Northside)
PROJECTED CLOSURE: 2052 (27 YEARS)**



In 2024, the City of West Allis approved the creation of TID #20 to support the redevelopment of 0.86 acres of land, including both City-owned and CDA-owned parcels. The proposed development by JH3 Group LLC includes eight townhomes and a mixed-use apartment building with 11 units and 2,500 sq. ft. of commercial space. This development will replace a public space at 65th and W. Greenfield Avenue with a new, improved space.

Tax Increment District No. 20 – 6400 Block W. Greenfield Avenue	
Base Value	\$0
Current Incremental Value	\$0
Projected Additional Incremental Value	\$7,400,000
Total Assessed Value	\$7,400,000
Base Taxes	\$0
Current Incremental Taxes	\$0
Projected Taxes	\$148,700
Total Expected Taxes	\$148,700
New Jobs Created	0
Projected New jobs	10
Total New Jobs	10

The addition of townhomes provides a low-density housing option currently lacking in the City. The developer is investing \$5.73 million in private funds, with an estimated net present value of \$1.6 million in TIF assistance.

Construction is expected to begin in early 2025, with leasing set to begin in spring 2026



Potential New TIF's

92 and Greenfield Avenue Redevelopment

The City of West Allis is considering the creation of Tax Increment Finance District in 2025 to address the 3-acre, former St. Aloysius Church, School and Rectory. The existing structures, built between 1926-1964, were vacant since 2021 and sold the property to private a developer. The property became a public nuisance and blight following a number of years where the property owner could not organize a development a vision for the property. The Community Development Authority negotiated the acquisition of the property owner's note from a lender on the property.

Being located on a prominent corner and a convenient location, the site attracted the attention of a number of developers. F-Street negotiated the purchase of the property from the existing property owner.

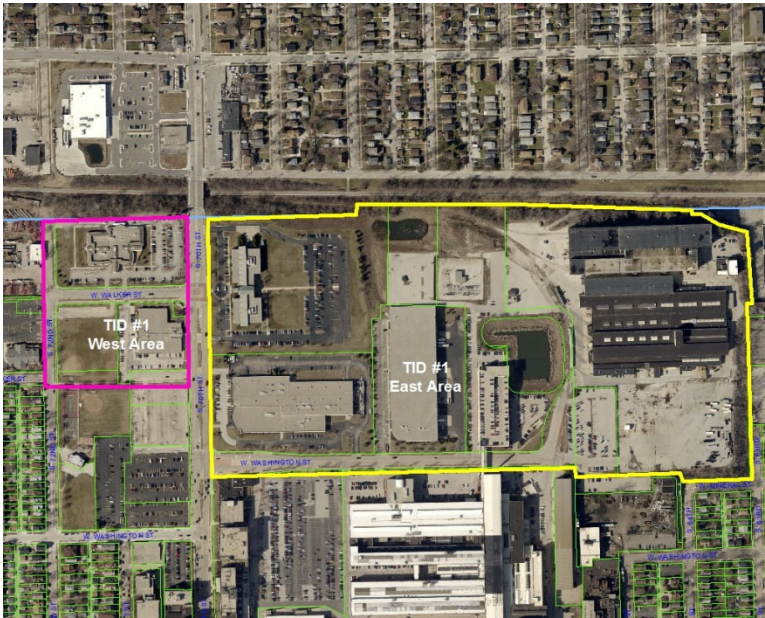
In 2025, the City of West Allis obtained a court order on the properties following years of vacancy, vandalism, and disinvestment. To accommodate redevelopment and to partner on efforts to address the property, the City of West Allis entered into a Letter of Intetent with F-Street that established a path to redevelopment. F-Street quicity established a proposal for a \$40 million development that consists of 42-garden style town homes and 105 multifammly apartments. F-Street’s offer on the real estate was assigned to the CDA. When the CDA closed on the property, the CDA entered into a Land Contract with F-Street as well as a Raze and Demolish Building Agreement to address the nuisance order on the property.

The CDA will be considering a new TIF in 2025 to attract development to the property.

CLOSED TIDs

TIF DISTRICT NO. 1 – S. 70TH ST. AND W. WALKER ST. – CLOSED





The district was composed of two general areas east and west of S. 70th St. and both generally north of Washington Street. On the east were the vacant and dilapidated former Allis-Chalmers Tractor Plant buildings. On the west, the buildings, just as dilapidated, included a vacant 4-story industrial dinosaur (former Milwaukee Stamping Building) and another 150,000 sq. ft. condemned industrial building. These buildings exceeded their economic development life or usefulness resulting in vacancy and low-end uses (i.e. cold storage, etc.). These sites were further impacted by a wide range of soil and groundwater environmental issues. The project also financed the reconstruction of one of the city's most important gateways, S. 70 St.



The City's 70th St. gateway witnessed over \$20 million in new development

following the implementation of the City's first TIF in 1993. When the TIF was discussed for adoption, the 43.4-acre district contained properties that were arguably the most blighted areas of the City. Today, the area is a welcoming, vibrant business corridor greeting over 14,000 vehicles per day. The district added over 520 jobs and attracted business icons like Poblocki Sign Co., C&H Distributors, Columbia/St. Mary's Gateway Medical Clinic, an office complex owned by Tri-City Bank, plus over 100,000 sq. ft. of additional manufacturing facilities.

The original project involved \$6,215,000 of project costs, including acquisition, demolition of dilapidated former industrial buildings and substantial environmental clean-up. In many cases the soil was also substantially impaired by poor fill that did not meet modern compaction requirements necessary to support a modern industrial building.

The Project Plan was amended in 1996 to include \$1.8 million for public infrastructure improvements for the reconstruction of S. 70 St. from the north city limits, south to W. Greenfield Ave., including replacement of all storm and sanitary sewer lines and the addition of arguably one of Milwaukee Metropolitan area’s most iconic gateway signs.



One of the more unique hurdles in the development of the National Business Furniture (formerly C & H Distributors) site was residual environmental contamination after virtually all of the environmental remediation was completed. The site was cleared of all environmental issues except one monitoring well that continued to report the presence of volatile organic compounds (VOCs). The site could not become bankable/developable until this environmental issue was resolved and DNR approved case closure for the site.

To expedite the redevelopment of the site, the CDA provided environmental indemnification to allow the company to immediately begin the construction of a 67,479 sq. ft. office building. It would ultimately take 13 years to extract nearly 50 gallons of heavy petroleum at a cost of about \$60,000 to obtain DNR case closure.

Because of the environmental indemnification provided by the CDA, the City did not have to wait for 13 years for the development of C&H’s corporate headquarters building. It immediately began realizing the benefit of 250 jobs and during that time collected more than \$2,300,000 in property taxes.

Tax Increment District No. 1 – 70th and Walker	
Base Value	\$ 5,782,000
Current Incremental Value	\$17,096,500
Total Value	\$22,878,500
Base Taxes	\$116,218
Current Incremental Taxes	\$343,640
Total Taxes	\$459,858
New Jobs Created	519
Total New Jobs	519



The 114,000 sq. ft. multi-tenant industrial facility located at 6736 W. Washington St. offered what was to become a typical soils impediment issue, the need for geotechnical soil compaction. In addition to the typical Brownfield redevelopment issues, the soils were too loose to hold a modern structure even though Allis Chalmers built tractors on that landmass for over one hundred years. To build the property, nearly 6 feet of soil compaction (as shown on the picture on the preceding page) was required in order to achieve the necessary soils suitability on which to build a modern manufacturing building.

The district was successfully terminated in March 2008. When created, the district base valued at \$5,782,000 and produced about \$116,000 in taxes. Currently, the district has a value of \$22 million which provides \$459,858 in taxes. This relates to a current tax incremental value of over \$17 million.

The TIF also donated surplus revenues in the amount of \$1.1 million to the Veterans Park district (TID 2).

TIF DISTRICT NO. 2 – VETERANS PARK - CLOSED (S.E. Corner of S. 70 St. & W. Greenfield Ave.)

This TID was dissolved in 2014, two years ahead of schedule. The project added over \$7 million in incremental value and \$204,897 of tax incremental revenue. The TIF successfully transformed the southeast corner of S. 70 St. and W. Greenfield Ave. out of a sharply declining neighborhood. The neighborhood's buildings were severely dilapidated and were a major blighting influence on the surrounding area. The properties were primarily commercial uses such as mixed-use buildings, bars, flophouses and adult entertainment. The project dramatically reversed the declining image and successfully improved the area by adding new housing choices.





The City created this 4.7-acre district after it began witnessing declining property values, deteriorating and dilapidated buildings. These conditions were further leading to a decline in the City’s overall tax base and reduced revenues for the City. The City utilized project funding of \$4,160,164 to underwrite land assembly, building acquisition, demolition, relocation benefits, environmental remediation and reconstruction of W. Orchard St. and S. 68 St.

Today, the area consists of The Landmark, a 127-unit contemporary senior community with both market-rate

and Low-Income Housing Tax Credit assisted rental units. The facility features a well-maintained landscape and initiates an architectural statement that it became a model for high-density, quality construction in the community. The project, along with about a \$200,000 special assessment to the developer, also financed the reconstruction of W. Orchard St. and S. 68 St., including sanitary, storm and water facilities.

Tax Increment District No. 2 -Vets Park	
Base Value	\$1,681,600
Current Incremental Value	\$11,911,300
Total Value	\$13,592,900
Base Taxes	\$33,800
Current Incremental Taxes	\$239,417
Total Taxes	\$273,217
New Jobs Created	3
Total New Jobs	3

TIF DISTRICT NO. 3 – QUAD/GRAPHICS - CLOSED

In 1994, the northwest corner of the crossing of Hwy. 100 and Theodore Trecker Way was growing in demand as the real estate market looked for retail destination locations with visibility to the Interstate. However, the 48-acre site was occupied by a large, idle, industrial building once owned by Giddings and Lewis.

The City’s first option regarding involvement in an idle private-sector site is always to do nothing. However, doing nothing in this case would mean getting a big retail box development employing a modest amount of retail-related low-wage jobs.



The City made a significant economic development policy decision that it was in the public interest to attract a state-of-the-art manufacturing facility with quality family supporting jobs.

As part of the economic development policy decision-making process, the Mayor and Common Council and representatives of the other taxing jurisdictions unanimously decided to form a TIF district that allowed the City to address the vacant idle industrial building's redevelopment impediments. The result of this policy was the attraction of Quad/Graphics Inc., a Fortune 500 company. This successful attraction allowed for the creation of over 800 family-supporting jobs.

The deal ultimately opened the door to well over a quarter-of-a-billion dollars in private equipment investment and transformed a 550,000 sq. ft. obsolete industrial facility to an impressive 905,000 sq. ft. state-of-the-art global printing operation including Quad Med, a rapidly expanding corporately owned health care system.

Today, the facility has a value to over \$11,975,600, which represents an increase of \$7,671,100 from its base value of \$4,300,000. In addition, the district now generates \$336,000 in taxes.

Often, the perception of environmental risk deters investment and finding an acceptable method of allocating the risk between the various parties often kills many transactions. In the case of this district, the risk associated with the environmental personality of the property was the principal impediment barring the successful conclusion of a transaction between the prospective buyer (Quad/Graphics) and seller (Giddings & Lewis).

To bring Quad/Graphics back to the negotiating table and to overcome the "Clash of Corporate Cultures," the City purchased the property from Giddings & Lewis and subsequently sold it to Quad/Graphics. The City of West Allis was the first city in the state to use newly enacted legislation (Act 453), which is now the Voluntary Party Liability Exemption (VPLE) program, to offer environmental comfort to buyers & sellers of formerly contaminated properties.



In addition, the seller was very concerned that the buyer would litigate over third-party environmental claims, so the City of West Allis in



partnership with the Wisconsin Department of Commerce created a \$1.5 million “Indemnification Fund.” Milwaukee County also provided a contingent Standby Liability pledge of \$2.5 million. Through good stewardship by the City, the Indemnification Fund was never drawn upon and the monies were returned to the City and the State, and Milwaukee County was released from its pledge.

The buyer was also concerned about owning contaminated property. To resolve this, the City bought the property from the seller and sold the property to Quad/Graphics on a Land Sale Contract. The sale had a seven-year term and ended in a balloon payment which coincided with the time that was expected to complete the environmental clean-up.

Instead of borrowing the funds for acquisition the City funded the project with internal borrowing from the City’s operating reserves yielding an 8.5% return to the general fund on the investment by the City. Over the seven-year term of the land sale contract the City’s general fund earns nearly \$2,400,000 in immediate property tax relief.

This district was amended in 2008 to include \$500,000 for street resurfacing improvement on Theodore Trecker Way, which extended the district’s projected closing date by about 1.5 years. The street resurfacing was an important project in maintaining an active commercial corridor that connects to an industrial segment of the city. This action allowed the city to expend the \$500,000 that was budgeted for this project from General Obligation Bonds on other City street projects.

The district has successfully satisfied the investment of \$4.7 million in capital costs (not including interest and fiscal charges). The TIF also donated surplus revenues in the amount of \$2.5 million to the Juneau Highlands (TID 6) and Six Points/Farmers Market (TID 5) districts.

Tax Increment District No. 3 -Quad/Graphics	
Base Value	\$4,307,500
Current Incremental Value	\$8,419,000
Total Value	\$12,726,500
Base Taxes	\$86,851
Current Incremental Taxes	\$169,222
Total Taxes	\$255,803
New Jobs Created	934
Projected New jobs	0
Total New Jobs	934

The improvements and land were sold in September of 2021 for \$33 million and Quad Graphics provided a ten-year lease back with another 10-year option.

TIF DISTRICT NO. 4 – S. 113th ST. and W. GREENFIELD AVE. - CLOSED

The vibrant blue architectural glass of the 127,000 sq. ft. building located at S. 113 St. and W. Greenfield Ave. is a staunch contrast to the barren land that once was a 9.9 acre public works storage yard. Following the creation of a TID and the investment of \$2.7 million of public funds to address geotechnical costs and environmental concerns, the property attracted 230 jobs and business tenants such as Milwaukee Plate Glass, ABRA Auto Body and Glass, Wisconsin Medical – Cyclotron LLC, Office Copying Equipment, LTD., and Knueppel Healthcare Services.



Today, the district is valued at \$9.5 million and generates over \$191,000 in property taxes. This district was closed in 2006, nine years ahead of the anticipated 2014 closing date.

Tax Increment District No. 4 – 113 th and W. Greenfield Avenue	
Base Value	\$0
Current Incremental Value	\$9,482,800
Total Value	\$9,482,800
Base Taxes	\$0
Current Incremental Taxes	\$190,604
Total Taxes	\$190,604

Challenged by historic land uses such as a quarry and landfill for non-organic demolition materials, the City formed a TID to prepare the property for development. In addition, the site had serious geotechnical (poor soil bearing capacity) concerns, in that as a former quarry, filled with non-compacted soils, the soil was so poor that it was essentially unbuildable.

New Jobs Created	243
Total New Jobs	243



Of note, the site was also contaminated with 26,000 tons of woodchips that were laced with iron cyanide (generated as a byproduct of the manufactured gas process), which the City successfully litigated against Wisconsin Electric Power Co. to pay for clean-up.

The TIF supported \$1.1 million in geotechnical specialized site work to compact the soils so that the land could meet the engineering standards for new buildings.

The remaining \$1.6 million was utilized for environmental cleanup not related to the \$1.8 million of remediation costs paid by Wisconsin Electric Power Co. (WEPCO), now We Energies.

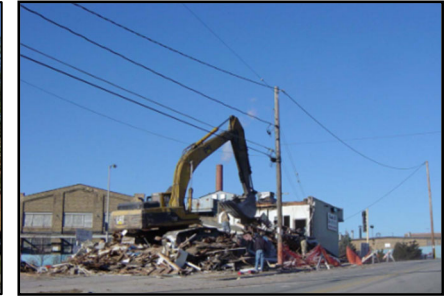
The company was also required by the court to pay the City about \$7 million in punitive damages which the City utilized to renovate the City's three (3) fire stations.

**TIF DISTRICT NO. 5 – SIX POINTS / FARMERS MARKET
PROJECTED CLOSURE: 2028 (27 YEARS)**

(In the corridor of W. Greenfield Ave. & W. National Ave., and roughly S. 60 St. to S. 67 St.)



The 44-acre Six Points/Farmers Market Redevelopment Area was a major initiative by West Allis to transform an aging industrial corridor into a vibrant mix of housing and commercial spaces. Despite challenges like brownfield issues and assembling underutilized parcels, the City successfully acquired and cleared land for multi-phase development. Although the recession slowed progress, the recent completion and \$19-million sale of Phase I have boosted the area's reputation as a prime real estate opportunity, significantly enhancing West Allis' image.



Tax Incremental District Number Five was adopted in 2001 and is situated along a six-block-long corridor in the Six Points/Farmers Market area. The creation of the district was necessary to eliminate dilapidated industrial buildings, flophouses, junkyards and prevent the spread of blight, which was being experienced through years of disinvestment, incompatible land uses, and declining property values.

In order to turn around the trajectory of the neighborhood, tax incremental financing was used to help pay for acquisition, relocation, demolition, legal environmental cleanup, and geotechnical costs that far exceeded the market value of the property. As the private sector could only afford to pay market value for land, the City, by using TIF, absorbed above market costs so the parcels could compete favorably for private redevelopment.



To date, this district is approximately three-quarters complete and witnessed success with the new Aurora Clinic and Mandel's "The West" development. A 5-acre parcel remains as an opportunity as plans are being developed for a food industry cluster of development.

The Six Points/Farmers Market District is about 75% complete, with notable successes including the Aurora Clinic and Mandel's "The West" development. A 5-acre parcel remains, with plans for a food industry cluster.

The Berkshire, one of the first major redevelopments, opened in 2004 on 1.3 acres along W. Greenfield Ave., offering 80 senior living units and three street-level commercial spaces. Valued at \$4.3 million, it served as a catalyst for further redevelopment.

Across the street, the City funded the \$1 million acquisition and demolition of properties for the Six Points East Condos, leading to a \$12 million, 42-unit mixed-use development in 2008. The condos are valued between \$109,400 and \$244,900, with 20,000 sq. ft. of retail space, including Lula Mae Aesthetic Boutique since 2017.



Additional commercial projects include the redevelopment of Taco Bell on S. 60 St., the 2008 renovation of the Historic West Allis Bank Building, and a new Walgreens pharmacy at the district’s eastern edge, completed in 2009.

In addition to utilizing funding to directly spur private redevelopment, in 2006, \$2 million in TIF was utilized to pay for the preservation and renovation of West Allis’ historic Farmers Market. This work, which was completed in July 2007 brought new life to one of the City’s most recognized icons visited by thousands each year as well as notable chefs from the metro-Milwaukee area. In terms of enhancing the City’s image, there probably could not have been a more successful project to accomplish this goal.

Although the eastern half of the district has already undergone extensive redevelopment, large opportunities on the western half saw construction of a new Aurora Clinic and 177 contemporary apartments. These developments were incorporated into the overlay district that was created to facilitate development and to address the time needed to capture incremental growth.

The CDA secured nearly \$435,000 in grant funding, including \$300,000 in Site Assessment Grants (SAG) from the DNR and \$135,000 from the Wisconsin Department of Commerce for environmental remediation in the early 2000s.

In late 2003, the CDA issued a request for proposals to develop three parcels, primarily consisting of two former Pressed Steel Tank sites and another parcel west of the Farmers Market, in three phases. Toldt Development was selected, proposing over \$60 million in redevelopment, including 600 new housing units and 100,000 sq. ft. of retail space.

Phase 1, a 3.1-acre parcel north of the Farmers Market, broke ground in 2006 with two buildings completed by 2008. This development, now valued at \$15.3 million and recently sold for over \$19 million, includes 182 market-rate apartments and 5,000 sq. ft. of commercial space.

Phase II, located west of the Farmers Market, involved the acquisition and remediation of several businesses, including two junkyards and taverns, on a 5.8-acre site. Despite clearing and preparing the site for development, Toldt Development backed out after the 2008 housing market crash, and Phase II never progressed. In December 2013, through claw back provisions in the original purchase and sale agreement, the site was re-acquired by the CDA at a substantially discounted value because of the developer's lack of performance.

Phase III, of the redevelopment, located northwest of the Historic Farmers Market on nearly 8 acres, involves the former Pressed Steel Tank facility. The site was cleared and remediated with approximately \$2.5 million in grant funding, including \$200,000 in SAG funds from the DNR, Wisconsin Department of Commerce, and the US EPA.

After Toldt Development backed out of Phases II and III, the CDA issued a new RFP in 2016, selecting Mandel Group, Inc. to redevelop the remaining vacant land. In the same year, the City and CDA adopted



TID 15, an overlay district within TID 5, to freeze the valuation of properties in both districts. Any tax increment generated from redevelopment in these overlapping parcels benefits TID 15. The projected future value of development within TID 15 is \$73 million.

Given the current debt of TID 5 and the projected values from the Mandel Group redevelopment going to TID 15, the district will require cash injections from the Whitnall Summit TID 7 (and potentially other sources) to maintain expiration in 2027 after 27 years. In 2016, the City and CDA adopted Amendment #6 to TID 7, designating TID 7 as a “donor TID” to TID 5, designating approximately \$12,000,000 of increment from TID 7 to TID 5 between the years 2017 and 2026. Without sharing from TID 7, TID 5 would end up with a net negative balance of over \$14,000,000.

Since being created, TID 5 has experienced significant changes and challenges. In 2022, the current value of the TID is \$56,514,400 and is expected to have gained \$38,389,800 of incremental value. The estimated taxes of \$914,000 incremental taxes will annually reduce the accumulated costs that were required to acquire, clear, and prepare the district for development.

In 2022, Bars and Recreation purchased the vacant industrial building at 6325 W. National Avenue with plans to renovate the property into an entertainment tavern. The new established would add about \$400,000 of incremental value and another 10 jobs to the area. Plans are being reviewed at the December 2023 Common Council meeting with plans to open in 2024.

Tax Increment District No. 5 – Six Points/Farmers Market	
Base Value	\$18,524,600
Current Incremental Value	\$45,077,400
Projected Additional Incremental Value	\$500,000
Total Value	\$64,105,000
Base Taxes	\$372,344
Current Incremental Taxes	\$916,106
Projected Additional Incremental Taxes	\$10,050
Total Taxes	\$1,288,450
New Jobs Created	25
Projected Jobs	10
Total	35



The TIF was dissolved in 2023.

TIF DISTRICT NO. 8 – WEHR STEEL - CLOSED

Private development is key to the City's neighborhood revitalization efforts. The 13.5-acre site at 2154 S. 54th St., once home to the Wehr Steel plant, had been abandoned for over a decade, with remnants of building slabs and overgrown weeds. As the largest steel mill in Wisconsin, the site became a classic brownfield, with fears of contamination hindering redevelopment

The creation of Tax Incremental District (TID) #8 in 2005 alleviated concerns about costly environmental mitigation. With \$60,000 in SAG funding from the DNR and a \$200,000 EPA Brownfield Assessment Grant, the CDA conducted environmental assessments that identified only minor contamination, including low-level metals and polycyclic aromatic hydrocarbons (PAHs).

With the contamination manageable through institutional controls (capping with the building footprint and soil cover), the property owner regained interest in redevelopment. The CDA also helped the owner navigate issues related to a stormwater line, ultimately allowing for a revised building design without additional public funding.

As a result, the owner completed a \$9 million redevelopment, creating 194,000 square feet of industrial space now occupied by Columbia Pipe & Supply Co., the Marek Group, and Raphael Industries Inc. No TIF capital expenditures were required, and the district closed in 2007.

The decision to create the Wehr Steel TID was driven by the concept of "Opportunity Cost"—the cost of inaction. The site had the potential to generate \$200,000 annually in new property tax revenue, which was lost each year by doing nothing. After 10 years of failed attempts to encourage private action, the City decided it could no longer wait to realize the \$200,000 in tax revenue and the creation of 124 manufacturing jobs.

Today, the district is valued at \$6.14 million, an increase of \$6.1 million from its original base value of \$1.1 million. It generates \$145,128 in property taxes, up \$123,444 from the base tax revenue of \$21,684. The site now hosts Columbia Pipe and Raphael Industries, which employs 57 full-time workers.



Tax Increment District No. 8 – Wehr Steel	
Base Value	\$1,078,800
Current Incremental Value	\$6,141,500
Total Value	\$6,141,500
Base Taxes	\$21,684
Current Taxes	\$145,128
Total Taxes	\$123,444
New Jobs Created	57
Total New Jobs	57

TIF DISTRICT NO. 9 – PIONEER NEIGHBORHOOD
CLOSED: 2020 (15 YEARS)

(W. National Ave. from S. 78 St. to S. 81 St.)

The creation of Tax Incremental District No. 9, known as the Pioneer Neighborhood, along W. National Ave. between S. 78th and S. 81st Streets, spurred over \$11.5 million in development. Established in 2006, the 7.8-acre district included several blighted parcels, such as a former school bus parking lot, a former lumber yard, and the vacant Neis Hardware store, all of which were negatively impacting the National Avenue corridor.



Initially considered by the West Allis Police Department for a new station, the site was rejected due to environmental concerns. In spring 2006, the CDA acquired the site through voluntary purchase, adding it to the Neis Hardware site, acquired through foreclosure in 2005, to form the district.

The district has seen two major redevelopments: the construction of PyraMax Bank and a senior living complex, completed in 2009, with 120 independent living units, 80 assisted living units, and 64 memory care units.

A total of \$3.5 million was spent on acquisition, environmental remediation, and site preparation. The CDA received two DNR SAG grants totaling about \$60,000 for the initial environmental assessments. Following full contamination characterization, the CDA used a \$475,000 Wisconsin Department of Commerce Brownfield Grant and TIF financing to help cover remediation costs

Tax Increment District No. 9 – Pioneer Neighborhood	
Base Value	\$1,075,800
Current Incremental Value	\$21,181,500
Total Value	\$22,257,300
Base Taxes	\$21,684
Current Incremental Taxes	\$425,748
Total Taxes	\$447,372
New Jobs Created	57
Total New Jobs	57

The district is currently valued at \$22.3 million, which is a \$21.2 million increase in value from its \$1,075,800 base. The current taxes of about \$447,372 represent an incremental increase of \$425,748 property taxes up from about \$21,623. The district closed in 2020 after 15 years. The developments added 77 new jobs to the district.

TIF DISTRICT NO. 12 – TELEDYNE
PROJECTED CLOSED: 2024

The former Teledyne site, located at S. 52nd St. and W. Burnham St., spans 8.96 acres and was once home to a 100-year-old industrial building used for manufacturing automotive engines. The site, previously owned by 5209 Burnham LLC, was transferred to Milwaukee County in April 2017 following foreclosure.



In 2010, the City of West Allis, in partnership with the CDA, conducted Phase I and II Environmental Site Assessments (ESAs) under a US EPA Petroleum Brownfield Assessment Grant to evaluate redevelopment challenges. The district was established to fund environmental remediation and other redevelopment costs. The assessments identified significant contamination, including volatile organic compounds (VOCs), chlorinated and petroleum VOCs in the soil and groundwater, and other contaminants like vinyl chloride, naphthalene, heavy metals (arsenic and lead), foundry sand, and PCBs. The City also removed seven underground storage tanks (USTs) during demolition, with further USTs possibly present.

Apart from environmental challenges, a substantial impediment to redevelopment stems from the property's considerable tax liability. Following a raze order issued by the Milwaukee County Circuit Court due to severe disrepair and non-compliance with building codes, the City, under state law, incurred \$1,900,000 in demolition costs, subsequently assessed as a special charge on the tax bill. Although Milwaukee County reimbursed the City for the entire demolition expense, unpaid taxes, interest, and penalties now aggregate to approximately \$3.5 million, posing a formidable obstacle to redevelopment.

The City acquired the property in 2023 with plans to construct a state-of-the-art Public Works Facility on the land, marking a significant step toward redeveloping the property. Since the site was planned for municipal use, the TIF was closed in March of 2024.

Tax Increment District No. 12 – Teledyne	
Base Value	\$232,900
Current Incremental Value	-\$232,900
Total Value	\$0
Base Taxes	\$0
Current Incremental Taxes	\$0
Total Taxes	\$0
New Jobs Created	0
Total New Jobs	0

CONCLUSION

Over the span of the past two decades, the narrative of employing tax increment financing unfolds as a series of contrasting and distinctive chapters, depicting a city in the process of reinvention. TIF has proven instrumental in steering the City away from decline, revitalizing challenged areas, and reshaping the City's image and tax base through substantial investments from both private and public sectors. Whether focusing on business expansion and job creation or providing housing opportunities, each TIF district in West Allis has directly addressed blight elimination and contributed to neighborhood stabilization using diverse methodologies.

The new or incremental property taxes generated from these initiatives have played a crucial role in financing the City's neighborhood revitalization. The measure of success is evident in the City's Largest Taxpayers list, where seven of the top ten entities were fostered through tax increment financing (see Exhibit 2). Furthermore, TID 7 stands out for producing one of the largest office buildings in the Milwaukee Metropolitan area and the City's largest taxable location.

Over the years, bond rating firms have consistently expressed favorable opinions on the City's redevelopment efforts, contributing to a stable and highly favorable bond rating even during economically challenging times.

In summary, this comprehensive report underscores the positive and transformative impact of TIF districts on the community, showcasing how this economic tool has reshaped West Allis' landscape and elevated its standing in the metro-Milwaukee area. If the recent years serve as a glimpse into the future, West Allis, driven by effective leadership and progressive visioning, will continue to leverage tax incremental financing as the catalyst and financial instrument propelling ongoing modernization and growth.

Exhibit 1

Background

Tax Increment Financing (TIF) legislation, first adopted in 1975 under Wisconsin State Statutes (66.1105), empowers municipalities to create TIF districts aimed at addressing urban blight through targeted redevelopment efforts. Central to TIF's purpose is the "but for" principle: the municipality must demonstrate that the proposed redevelopment would not occur without TIF funding. In other words, redevelopment is not feasible without TIF, which serves as a catalyst for the revitalization of underdeveloped or deteriorated areas.

What is Tax Increment Financing?

When a TIF District is proposed, the project and its financial feasibility are carefully reviewed and underwritten by City leaders, taxing jurisdictions, staff, and a team of consultants working together to ensure significant community benefit and proper investment of TIF revenue.

As part of the consideration, the City also looks at "opportunity cost." This term refers to leaving conditions as the status quo and deciding to wait for the private sector to inject investment capital and foster change. The time spent waiting over what could be conceptually developed, is an "opportunity cost." As increased tax revenues are not received, property values continue to diminish, and the appearance of aged blighted industrial sites restrict the ability to attract capital and new vibrant development. In addition, a community's image suffers greatly because of lack of reinvestment.

The Creation of a Tax Increment Financing District

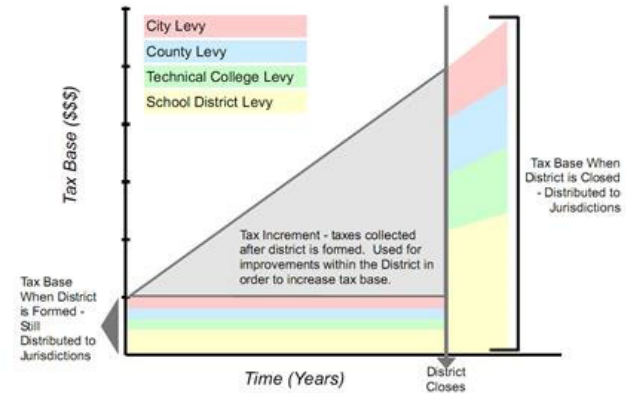
A tax incremental financing (TIF) district is a contiguous geographical area within a city that is assessed for general tax purposes. The taxing jurisdictions (City, School District, Milwaukee County and Milwaukee Area Technical College) representing the area jointly decide to utilize the "value increment" or "new tax revenue" gained by the newly redeveloped property to pay for project costs.

The Tax Increment law allows a community to recapture the costs of public expenditures made to stimulate new development from the property taxes generated by the new development. Fundamental to the TIF law is the concept that new development will benefit all local taxing jurisdictions, but state law requires the municipality to take the lead in funding redevelopment initiatives. However, an inequity occurs because the community is left to finance the entire cost of public expenditures needed to facilitate the development. The TIF law recognizes that without the TIF expenditures, the desired development could not or would not have occurred.

Thus, the TIF law provides that all property taxes levied on increased property value within a TIF district are retained by the community to finance the public expenditures made within the TIF district, rather than normally being distributed among all the taxing jurisdictions. The base value (the value that existed at the time the TIF district is created), however, continues to provide same level of revenues to the other taxing jurisdictions. Once all the public expenditures have been repaid, all taxing jurisdictions can collect taxes levied on the new property value.

State statutes are very specific as to how a TIF district is created. First, a TIF project plan is developed and presented to the Community Development Authority (CDA) for a formal public hearing. The CDA makes a recommendation on the TIF project plan to the City Council. The Council then must pass a resolution adopting the TIF project plan and establishing the TIF boundaries. Finally, a Joint Review Board is created with members from the City, School District, County, Milwaukee Area Technical College, and one member at large. The Joint Review Board reviews the TIF plan and public hearing comments and approves the creation of the TIF district.

Tools – TIF



How TID Funds Are Spent

TIF funds are typically used to cover costs associated with redevelopment, including:

- **Demolition and Environmental Remediation:** Addressing contamination or aging infrastructure.
- **Public Infrastructure Improvements:** Such as roads, stormwater management, and utilities.
- **Site Access and Assembly:** Purchasing or preparing land for new development.
- **Geotechnical Issues:** Soil remediation and compaction to prepare the site for new construction.

Additionally, job creation incentives and neighborhood improvements are increasingly incorporated into TIF projects to ensure that redevelopment benefits the broader community. Public-private partnerships also play a crucial role in funding TIF projects, often leveraging private investment and external resources like New Market Tax Credits, and state or federal grants from agencies such as the Wisconsin Economic Development Corporation (WEDC), the Department of Natural Resources (DNR), and the Environmental Protection Agency (EPA).

State or federal grants, particularly Site Assessment Grants (SAG), are instrumental in covering initial environmental investigation costs, which are often the first barrier to redevelopment. In West Allis, for example, nearly \$1 million in SAG funding has been used to initiate redevelopment projects in its TIF districts.

The Decision to Create a TID Involves a Complex Matrix of Options

If a piece of property is stagnating or declining in value, it is prudent public policy to begin the process of evaluating what is holding this property back and what, if any measures, are necessary to facilitate revitalization. The first option is always to do nothing. If the aftermath of that decision leads to continual blighting conditions, some type of public intervention may be necessary.



With the creation of a TIF district, a community borrows money to pay for expenses tied to a specific development project. Only the property taxes generated from the increased value of the project pay off the borrowed debt over time. Once that debt is repaid, the tax base grows and the increased revenue generated by property taxes flow to the municipality, the school district, county and technical college, providing much needed property tax relief.

The second step would be to determine what impediments are holding the property back from being privately redeveloped. Once identified, what is the most cost-effective approach to proactively intervene and induce major private sector investment?

The next logical progression would be to define the cost of removing impediments, whether it is environmental remediation, demolition of dilapidated buildings, soil compaction, or amelioration of poor soils insufficient to support a modern building. Sometimes an economic incentive is necessary to attract a high-quality, job generating business to the neighborhood.

Once these impediment costs are identified, the next step is to determine how much of this cost the public sector must “eat” to return the site so that it can compete in the marketplace for private sector investment. The typical quandary is, if the market value of a piece of property is \$100,000/acre and the environmental remediation cost is \$200,000/acre, that parcel is utterly upside down with no prospects for redevelopment. Examples of these issues are the Wehr Steel site, the 113th & Greenfield site, and the Pressed Steel Tank site.

If it is too costly to remove the development impediments, a less challenged suburban site will be developed and the challenged site will just sit there negatively impacting the surrounding neighborhood. From an urban sprawl perspective, for every one acre of urban land that is redeveloped, 3 to 3.5 acres of suburban sprawl is avoided.

In many cases public improvements are also needed, such as streets, storm & sanitary sewers, and water lines to accommodate the new development. Examples of these issues are the S. 70th St. corridor, Theodore Trecker Way, 69th & Orchard St., etc.

In another local economic development decision scenario, you could have a site where a big box retailer could afford to purchase the property and remove the impediments but only provide few full-time minimum wage jobs. Under this scenario if this type of development

was all that the community aspired to, no TIF/public financing will be required. However, if it is a local decision that the community wants to promote family-supporting jobs on the site, TIF funding would be required to underwrite the site cost to a point where a manufacturer could afford the land.

Quad/Graphics is an excellent example of a local decision made by all the taxing jurisdictions to utilize TIF to lower the land development cost so that it was affordable to a manufacturing enterprise. Quad Graphics ultimately provided 800 manufacturing family-supporting jobs and in addition more than tripled the tax base.

These are the types of decisions that local taxing jurisdictions must jointly weigh in determining the costs and benefits of each TIF decision.

In built-out, urban communities with changing economic needs and historical environmental issues, redevelopment comes at a higher cost. For West Allis, a landlocked first-ring suburban community can only grow from within its existing boundaries. West Allis has no cornfields to expand on to. As an economic development tool, TIF provides local leadership an opportunity to level the playing field with appealing, “greenfield development” and more competitive urban sites. It ultimately keeps the image of communities viable, stabilizes property values, maximizes previous investments in public infrastructure and provides an environment where family-supporting jobs can be created.

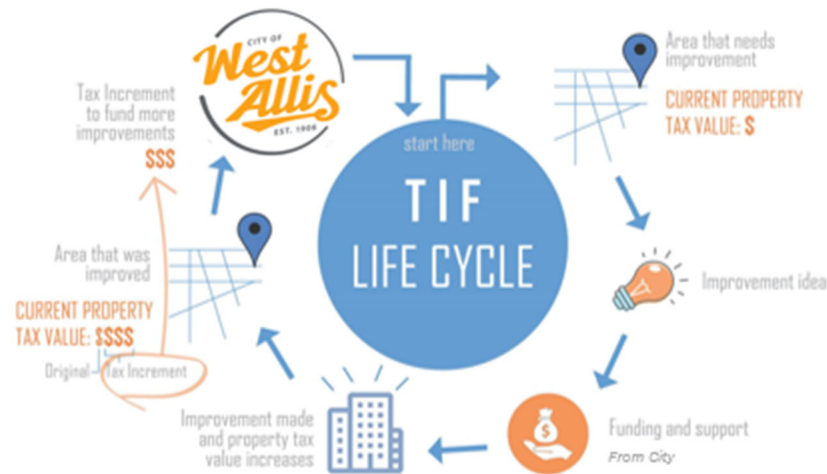


Exhibit 2

WEST ALLIS LARGEST TAXPAYERS - 2024 ASSESSMENT ROLL
NON-INDUSTRIAL

EQ Rate 0.876

	Owner (as of 01/01/2024)	Property Use	2024 Assessed Value	2024 Equalized Assessed Value
1	Whitnall Summit Co LLC	Office Bldg	\$ 56,256,400.00	\$ 64,219,635
2	Morgan Grove LLC	Apartments	\$ 39,774,700.00	\$ 28,337,443
3	Element 84, LLC	Apartments	\$ 34,433,700.00	\$ 39,307,877
4	Six Points West Allis Apts II LLC	Apartments	\$ 33,483,000.00	\$ 38,222,603
5	Spef IV, LLC	Apartments	\$ 31,608,500.00	\$ 36,082,763
6	2625 West Allis WI LLC	Shopping Center	\$ 23,744,300.00	\$ 27,105,365
7	Milwaukee Behavioral Health, LLC	Hospital	\$ 22,874,500.00	\$ 26,112,443
8	Lincoln Crest Apts LLP	Apartments	\$ 22,589,300.00	\$ 25,786,872
9	Ramco Properties Assoc (West Allis MZL, LLC)	Shopping Center	\$ 22,479,000.00	\$ 25,660,959
10	SoNa Lofts, LLC	Apartments	\$ 19,297,400.00	\$ 22,028,995
11	Mister Roger's Neighborhood LLC	Office Warehouse	\$ 14,896,800.00	\$ 17,005,479
12	70th Street Hotel Associates, LLC	Hotel	\$ 14,250,000.00	\$ 16,267,123
13	Landmark Harmony Housing, LLC	Apartments	\$ 13,592,900.00	\$ 15,517,009
14	Lithia Real Estate, Inc	Car Dealership	\$ 13,278,100.00	\$ 15,157,648
15	West Allis Business Park LLC	Manufacturing	\$ 12,726,500.00	\$ 14,527,968
16	West Allis Senior Apts, LLC	Apartments	\$ 12,650,200.00	\$ 14,440,868
17	ACPF-EXR JV SUB BURNHAM STREET WEST ALLIS	Storage Warehouse	\$ 12,510,700.00	\$ 14,281,621
18	Lincoln Park MHC WI LLC	Mobile Home Community	\$ 12,361,900.00	\$ 14,111,758
19	West Allis Hotel Ventures	Hotel	\$ 12,152,200.00	\$ 13,872,374
20	Autumn Glen LLC	Apartments	\$ 11,945,800.00	\$ 13,636,758
21	Riverwood Associates I LLC	Apartments	\$ 11,931,800.00	\$ 13,620,776
22	Lincoln Hospitality Group, LLC	Hotel	\$ 11,697,300.00	\$ 13,353,082
23	French Quarter Apartments	Apartments	\$ 11,501,600.00	\$ 13,129,680
24	STAG West Allis LLC	Warehouse	\$ 11,341,500.00	\$ 12,946,918
25	MKB West Allis	Shopping Center	\$ 10,738,300.00	\$ 12,258,333
			\$ 494,116,400	\$ 546,992,352

**CITY OF WEST ALLIS
RESOLUTION R-2025-3904**

**RESOLUTION TO APPROVE THE YEAR 2026 OPERATING PLAN FOR THE
DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT AND TO
ADOPT THE SPECIAL ASSESSMENT METHOD AS STATED THEREIN**

WHEREAS, the Board of the Downtown West Allis Business Improvement District ("BID") has submitted to the Common Council for approval, the Year 2026 Operating Plan ("Plan") for the BID and a schedule of the special assessments proposed to be levied under the plan ("Schedule"), copies of which are attached hereto and incorporated herein by reference.

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

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

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

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

SECTION 1: **ADOPTION** "R-2025-3904" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-3904(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL

_____.

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

Attest

Presiding Officer

Tracey Uttke, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

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





2025 Annual Report
2026 Operating Plan

MANAGED BY: DOWNTOWN WEST ALLIS, INC.

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

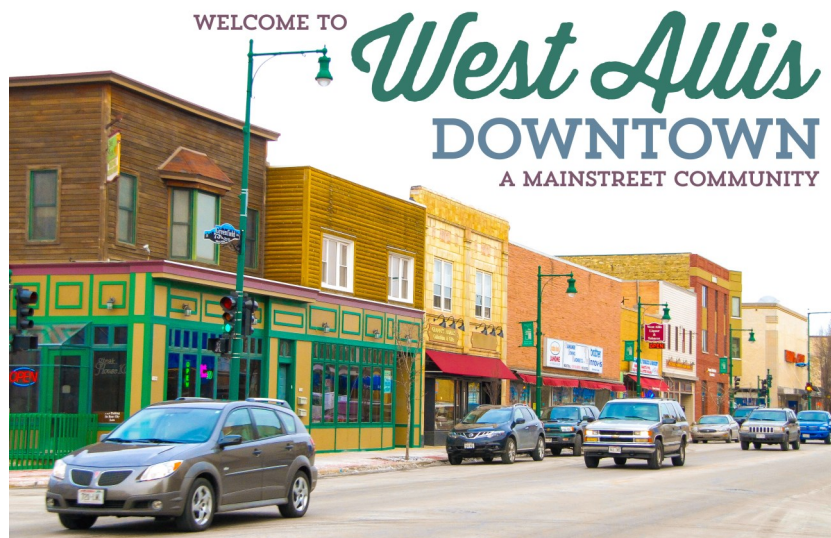
This document forms the business plan of
Downtown West Allis Business Improvement District, managed by Downtown West Allis, Inc.
It will be used to document operations that show that our downtown is the hub that connects retail and service
businesses with events, entertainment and residential opportunities. It is vibrant and
progressive – serving visitors and community members who live, work, shop and play here.

A Main Street Community since 2001

DOWNTOWN West Allis BID

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A MAIN STREET COMMUNITY *A 501(c) NON-PROFIT CORPORATION*


BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND
WELCOMES COMMUNITY INVOLVEMENT

Downtown West Allis Business Improvement District Boundaries

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



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

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

Vision Statement: We envision a West Allis Downtown that

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

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



DOWNTOWN WEST ALLIS A DESIGNATED MAIN STREET COMMUNITY

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



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

2025 DWABID and DWA, Inc. Board of Directors Name-Title-Address

Alex Geiger – DWABID President Model Empire (7116 W. Greenfield Ave)	Don Falk - DWABID Vice-President B & K Bar Supplies (7100 W. Greenfield Ave)
Douglas Persich - DWA, Inc. President	Tom Miller - DWA, Inc. Vice-President Steakhouse 100 (7244 W. Greenfield Ave)
Barbara Jones - DWABID Treasurer Peoples State Bank (10725 W. National Ave)	Timothy Klare - DWA, Inc. Treasurer
Gloria Hawkins - DWABID & DWA, Inc. Secretary Hawkins Clock Center (7301 W. Greenfield Ave)	Robyn Krimke Citizen (2234 S. 79th Street)
Joel Potter Old National Bank (7401 W. Greenfield Ave)	Jarice Taliaferro Talia’s Event Venue (7423 W. Greenfield Ave.)
Ali Acevedo All Goods (8436 W. Greenfield Ave)	Ian Heilmann Citizen
Carson Coffield - Ex Officio City of West Allis (7525 W. Greenfield Ave)	Patrick Schloss – Ex Officio City of West Allis (7525 W. Greenfield Ave)





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

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

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

In 2025, we welcomed the following businesses to our Downtown:

- MAC Costumes
- K & K Barista
- Travino’s Pizza
- The Emerald
- K-Street Cafe
- Caufield’s
- Vintage Honey
- Storybook Keepers

Currently we have a 2% vacancy rate, but in 2026 we will:

- Work with property owners that are retiring to fill their future vacancies. with a good business mix.
- Implement the “Unlocking Capital on Main Street Program.” A grant funded from Robert Wood Johnson Foundation.



PROMOTION
DOWNTOWN WEST ALLIS INC.

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

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

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

The following events took place from October 2024 thru August 2025:

- 33rd Annual Classic Car Show
- Halloween Hunt
- Shop Small Saturday
- 1st Annual Downtown West Allis Fall Soup Crawl
- West Allis Winter Week/Soup Crawl
- Old Fashioned Tours
- 16th Annual West Allis A la Carte

In 2026 we will:

- Continue to host the above events or plan new similar type events to take their place.



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

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

In 2025, we:

- Welcomed the following businesses to our Friends of West Allis Downtown program:
 - “Bars & Rec” and “Soap Passions.”
- Hosted two separate “Coffee With Friends.” The topics this year were “Crime Prevention” and “Downtown West Allis Resources”
- Hosted our Volunteer Recognition Event, awarding two outstanding individuals.
- Continued a working relationship with the following:
 - 102.9 The Hog & 100.3 The Oldies
 - WI State Fair organization
 - Key Milwaukee
 - Travel Wisconsin
- Continued to help businesses with their Facebook ads, Instagram and Twitter, drawing more attention to the Downtown.
- Promoted Downtown West Allis merchandise via Facebook and Redbubble.
- Utilized Hulu ads to promote our Friends of West Allis Downtown Program
- Promoted Shop Small West Allis on 620 AM Experience Wisconsin



In 2026 we will:

- Look to grow by meeting with other businesses and organizations within the area.
- Work with 91.7 WMSE Radio
- Continue hosting “Coffee with Friends.” Each session will be an opportunity to network with other businesses while discussing a specific topic.
- Continue to work with the City’s Community Engagement Dept. by collaborating on ideas and marketing each others’ events.
- Continue to offer the Advertising Assistance Grant Program to district businesses to offset their advertising costs.
- Continue to recognize and support our volunteers and sponsors.



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

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

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

In 2025, we:

- Downtown Art Sub-Committee accomplished the following:
 - Community Mural Project on Cooks Cake & Candy Shop
 - Installation of the Rosettes at Cream City Clay
- Continued to provide snow shoveling in our crosswalks and around our fire hydrants.
- Continued to work with the City of West Allis BINS Dept. on signage code violations.
- Completed Security Camera Grant Program for 3 business/property owners to help fund security cameras that will capture movements within our Downtown boundaries.
- Formed Streetscape Sub-Committee that focused on:
 - 5-year strategic plan for Greenfield Avenue road construction that will include:
 - Funding for businesses to get through this hectic time.
 - Plan for arch/banner across Greenfield Avenue.
 - Hard-wire sound system that will be used year-round.
 - Support a placemaking area in our downtown for social gathering.



In 2026 we will:

- Continue to help fund signage for Downtown businesses.
- Maintain the brick planters in our Downtown by adding native plants.
- Support a “Downtown Art Sub Committee” Proposed projects including:
 - Interactive art piece in the alleyway behind Talia’s Event Venue
 - “Liberace Lane” Hidden Art Gallery
 - Refurbishing two park benches.
- Continue meeting with City engineers and stakeholders regarding “GARS” (*Greenfield Avenue Reconstruction Sub-Committee*)

Administrative Committee Objectives

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

- Continue to **employ** a full-time Executive Director, part-time office manager and part-time street cleaner.
- Maintain **partnerships** with the City of West Allis, West Allis Police, Fire, Health, Communications, Tourism, Historical Society and Public Works Departments.
- Continue to maintain and improve the **WestAllisDowntown.com website, The Downtowner Newsletter, Monthly E-Newsletter, Instagram and Facebook** accounts.

{ ALWAYS GROWING }
{ FOREVER ORIGINAL }



Summary

- With a proposed total budget of **\$146,600.00** we request a special assessment of **\$129,600.00**.
- Assessment shall be **Five & 7375/10000 DOLLARS (\$5.7375)** PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.
- The Executive Director, Program Assistant and one street cleaner are employees of the Business Improvement District. Our office allows these individuals to carry out the day to day activities supporting the organization. We have a meeting room for our Board and Committee members and their subcommittees giving them access to a professional working atmosphere.
- Our Board and Committee members are volunteers within this organization. Each volunteer gives freely of their time and expertise. The Board of Directors votes for a President, Vice-President, Secretary and Treasurer at our October meeting. All members of the Downtown West Allis Business Improvement District are welcome and encouraged via the newsletter and in discussion with the Executive Director and Board Members to attend meetings.
- The Downtown West Allis Business Improvement District is a quasi-governmental, not-for profit, community coalition dedicated to an economically strong, safe, attractive and exciting downtown. Through our four major promotional events we seek to strengthen the retail, cultural, educational and residential life of the city center. Leadership is energized by using human and financial resources, from both within our downtown neighborhood and the greater community.

Assessment Method

Financing Method

The proposed expenditures contained in the *2026 Downtown West Allis BID Approved Budget* included in the Operating Plan, will be financed from funds collected from the BID special assessment. It is estimated that **\$129,600.00** will be raised through special assessments. Any other funds, which may be made available to the BID for the purposes contained herein, shall be collected and expended as identified in the *2026 Downtown West Allis BID Approved Budget*.

Method of Assessment

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

Allocation of Assessments

Special assessments under this 2026 Operating Plan are hereby levied against each tax parcel property within the District that has a separate Parcel Identification Number. The assessment is based on the assessed value of the parcels (land and improvements) as shown in the record of the City Assessor's office on January 1, 2026 except as otherwise identified. Assessment shall be **Five & 7375/10000 DOLLARS (\$5.7375) PER THOUSAND DOLLARS OF ASSESSED VALUATION OF EACH SUCH PROPERTY AS PROVIDED BY LAW.**



Assessment Collection

- The City of West Allis shall include the special assessment levied herein as a separate line on the real estate tax bill for each parcel. The City shall collect such assessment with the taxes as a special charge, and in the same manner as such taxes, and shall turn over all monies so collected to the BID Board for distribution in accordance with the BID Operating Plan by February 28, 2026.
- The BID Board shall prepare and make available to the public and the City's Council annual reports describing the current status of the BID, including expenditures and revenues, at the time it submits its amended Operating Plan to the City for the following Operating Plan year.
- The presentation of this proposed Operating Plan to the City shall be deemed a standing order of the Board under Wis. Stat. sec. 66.1109(4) to disburse the BID assessments in the manner provided herein.
- This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method or accounting method. Disbursements made under this Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

Downtown West Allis Business Improvement District Managed by: Downtown West Allis, Inc. West Allis, WI 2026 Approved Budget							
	2026 Budget	% of Budget		2026 Budget	% of Budget		
PROFESSIONAL SERVICES			DESIGN				
Ex. Director Wages	\$ 56,500.00	38.540%	Beautification & Safety				
Program Asst. Wages	\$ 28,000.00	19.100%	Maintenance (Sound, planters & cameras)	\$ 7,000.00	4.775%		
Payroll Expenses	\$ 6,500.00	4.434%	Snow Removal	\$ 12,000.00	8.186%		
Administrative Support	\$ 200.00	0.136%	Street Cleaning	\$ 5,500.00	3.752%		
Professional Incentives	\$ 4,000.00	2.729%	Artscape	\$ 1,000.00	0.682%		
Professional Services (Accountant, Lawyer, Audit)	\$ 2,600.00	1.774%					
Education & Travel (Main Street Program)	\$ 1,000.00	0.682%					
TOTAL PROFESSIONAL SERVICES	\$ 98,800.00	67.394%	TOTAL DESIGN	\$ 25,500.00	17.394%		
SUPPORTING SERVICES			ECONOMIC DEVELOPMENT/ORGANIZATIONAL				
Office Supplies, Postage, Printing, Copier	\$ 3,000.00	2.046%	Newsletter, Marketing & AAGP	\$ 5,600.00	3.820%		
Dues, Subscriptions & Memberships	\$ 300.00	0.205%	Recruitment (Crime prevention, luncheon)	\$ 1,000.00	0.682%		
Telephone, Internet, Hosting & email support	\$ 2,000.00	1.364%					
Rent - BID Office	\$ 6,600.00	4.502%					
Insurance	\$ 3,500.00	2.387%					
BOD Misc. Expenses	\$ 300.00	0.205%					
TOTAL SUPPORTING SERVICES	\$ 15,700.00	10.709%	TOTAL ECONOMIC DEV./ORGANIZATIONAL	\$ 6,600.00	4.502%		
6/11/25 Executive Board Meeting: Motion to accept this proposed budget by Tom Miller seconded by Don Falk; motion passed. 6/25/25 DWABID Board of Directors Meeting: Motion to accept this proposed by Robyn Krimke seconded by Don Falk; motion passed.			Total Expenses	\$ 146,600.00			
			ASSESSED VALUE FOR 2026	\$ 22,588,100.00			
			PROPOSED SPECIAL ASSESSMENT LEVY	\$ 129,600.00	88.404%		
			**DWA, Inc.	\$ 17,000.00	11.596%		
			Total Income	\$ 146,600.00	100.000%		
			ASSESSMENT PER \$1,000 OF ASSESSED	\$ 5.7375			

Downtown West Allis Business Improvement District

2026 Time Table for Planned Expenditures

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Professional Services	\$ 10,566.66	\$ 7,566.68	\$ 7,816.66	\$ 7,566.68	\$ 7,566.66	\$ 9,816.68	\$ 7,566.66	\$ 7,566.68	\$ 7,816.66	\$ 7,566.66	\$ 7,566.66	\$ 9,816.66	\$ 98,800.00
Executive Directors Salary	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.34	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 56,500.00
Program Assistant's Salary	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.34	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 28,000.00
Professional Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Administrative Support/Payroll Expenses	\$ 925.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 6,700.00
Professional Services	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00
Education & Travel	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 1,000.00
Supporting Services	\$ 2,410.00	\$ 425.00	\$ 485.00	\$ 520.00	\$ 410.00	\$ 3,800.00	\$ 1,910.00	\$ 525.00	\$ 485.00	\$ 520.00	\$ 410.00	\$ 3,800.00	\$ 15,700.00
Office Supplies, postage, printing & copier	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Dues, Subscriptions & Membership	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 300.00
Telephone, Internet, hosting & email support	\$ 160.00	\$ 175.00	\$ 160.00	\$ 170.00	\$ 160.00	\$ 175.00	\$ 160.00	\$ 175.00	\$ 160.00	\$ 170.00	\$ 160.00	\$ 175.00	\$ 2,000.00
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300.00	\$ 6,600.00
Insurance	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
BOD Misc. Expense	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ 300.00
Design Committee	\$ 3,050.00	\$ 3,050.00	\$ 3,300.00	\$ 1,050.00	\$ 1,100.00	\$ 1,300.00	\$ 1,050.00	\$ 1,250.00	\$ 1,000.00	\$ 3,300.00	\$ 3,050.00	\$ 3,000.00	\$ 25,500.00
Sound System, brick planters, maintenance	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 7,000.00
Snow Removal	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00
Art Scapes	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 1,000.00
Street Cleaning	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 5,500.00
ED and Organizational Committee	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 400.00	\$ 6,600.00
Newsletter, Marketing & AAGP	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 5,600.00
Recruitment Materials	\$ -	\$ -	\$ 600.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 1,000.00
	\$ 16,426.66	\$ 11,541.68	\$ 12,601.66	\$ 9,636.68	\$ 9,576.66	\$ 15,416.68	\$ 11,126.66	\$ 9,841.68	\$ 9,901.66	\$ 11,886.66	\$ 11,626.66	\$ 17,016.66	\$ 146,600.00

Kind, Number and Location of Expenditures Summary

In 2026, the Business Improvement District will implement the projects presented earlier in this report. All activities/projects will take place within the boundaries of the Downtown West Allis as stated on page 3 of this report.

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

Execution of and continued development of forward strategy to:

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

Our DWABID Board of Directors is comprised of 12 members representing the following interests:

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



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

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

City Role

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

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

Required Statements

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

Severability and Expansion

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

Legal Option

I hereby certify that the 2026 Operating Plan for the *Downtown West Allis Business Improvement District* is complete and complies with Section 66.1109(1) (f) of the Wisconsin Statutes.

Please Print

Signature

Date

Kail Decker
City Attorney
City of West Allis

Schedule of Assessments for Downtown West Allis Business Improvement District

No.	TAX KEY NO.	PROPERTY ADDRESS	BID Assessment for 2026					
			2024 Real Estate Assessment Roll	2025 Real Estate Assessment Roll	AMT. Inc/dec over 2024	%	BID ASSESSMENT RATE FOR 2026	BID ASSESSMENT FY 2026
1	440-0235-004	7000 W. Greenfield	\$1,950,100.00	\$1,950,100.00	\$0	0.0%	\$0.005738	\$11,188.70
2	440-0235-003	13** S. 70 St.	\$121,400.00	\$121,400.00	\$0	0.0%	\$0.005738	\$696.53
2	440-0231-000	7028-36 W. Greenfield	\$422,500.00	\$422,500.00	\$0	0.0%	\$0.005738	\$2,424.09
3	440-0230-000	7038-42 W. Greenfield	\$279,800.00	\$279,800.00	\$0	0.0%	\$0.005738	\$1,605.35
4	440-0229-000	7044-46 W. Greenfield	\$340,400.00	\$340,400.00	\$0	0.0%	\$0.005738	\$1,953.05
5	440-0314-000	7100-10 W. Greenfield Ave	\$368,600.00	\$368,600.00	\$0	0.0%	\$0.005738	\$2,114.84
6	440-0313-000	7116-18 W. Greenfield	\$214,300.00	\$214,300.00	\$0	0.0%	\$0.005738	\$1,229.55
7	440-0312-000	7130 W. Greenfield	\$367,900.00	\$367,900.00	\$0	0.0%	\$0.005738	\$2,110.83
8	440-0311-000	7136 W. Greenfield	\$176,300.00	\$176,300.00	\$0	0.0%	\$0.005738	\$1,011.52
9	440-0310-000	7140-44 W. Greenfield	\$1,171,800.00	\$1,171,800.00	\$0	0.0%	\$0.005738	\$6,723.20
10	440-0350-000	7200 W. Greenfield 1375 S. 72nd	\$743,000.00	\$743,000.00	\$0	0.0%	\$0.005738	\$4,262.96
11	440-0349-000	7210 W. Greenfield	\$333,700.00	\$333,700.00	\$0	0.0%	\$0.005738	\$1,914.60
12	440-0348-000	7218 W. Greenfield	\$176,700.00	\$176,700.00	\$0	0.0%	\$0.005738	\$1,013.82
13	440-0347-000	7224-26 W. Greenfield	\$322,600.00	\$322,600.00	\$0	0.0%	\$0.005738	\$1,850.92
14	440-0346-000	7232-36 W. Greenfield	\$394,800.00	\$394,800.00	\$0	0.0%	\$0.005738	\$2,265.17
15	440-0345-001	7240-46 W. Greenfield	\$543,200.00	\$543,200.00	\$0	0.0%	\$0.005738	\$3,116.61
16		7244-6 W. Greenfield 1370-4 S. 73rd						
17	440-0383-000	7300 W. Greenfield	\$246,500.00	\$246,500.00	\$0	0.0%	\$0.005738	\$1,414.29
18	440-0382-000	7308-12 W. Greenfield	\$141,600.00	\$141,600.00	\$0	0.0%	\$0.005738	\$812.43
19	440-0381-000	7316 W. Greenfield	\$181,100.00	\$181,100.00	\$0	0.0%	\$0.005738	\$1,039.06
20	440-0380-000	7326-28 W. Greenfield	\$609,000.00	\$609,000.00	\$0	0.0%	\$0.005738	\$3,494.14
21	440-0379-000	7334-36 W. Greenfield	\$202,900.00	\$202,900.00	\$0	0.0%	\$0.005738	\$1,164.14
22	440-0378-000	7338-46 W. Greenfield	\$218,900.00	\$218,900.00	\$0	0.0%	\$0.005738	\$1,255.94
23	440-0377-000	1370 S. 74th	\$166,500.00	\$166,500.00	\$0	0.0%	\$0.005738	\$955.29
24	440-9003-000	7412 W. Greenfield	\$578,700.00	\$578,700.00	\$0	0.0%	\$0.005738	\$3,320.29
25	440-9004-000	7420 W. Greenfield	\$201,000.00	\$201,000.00	\$0	0.0%	\$0.005738	\$1,153.24
26	440-0446-000	7500-04 W. Greenfield & 1375 S. 75th	\$230,900.00	\$230,900.00	\$0	0.0%	\$0.005738	\$1,324.79
27	440-0445-000	7506-08 W. Greenfield	\$178,200.00	\$178,200.00	\$0	0.0%	\$0.005738	\$1,022.42
28	440-0443-001	7520-24 W. Greenfield	\$394,100.00	\$394,100.00	\$0	0.0%	\$0.005738	\$2,261.15
29	440-0442-000	7546 W. Greenfield	\$398,800.00	\$398,800.00	\$0	0.0%	\$0.005738	\$2,288.12
30	453-0035-001	7001 W. Greenfield	\$148,900.00	\$148,900.00	\$0	0.0%	\$0.005738	\$854.31
31	453-0037-000	7017 W. Greenfield	\$95,900.00	\$95,900.00	\$0	0.0%	\$0.005738	\$550.23
32	453-0038-000	7023-31 W. Greenfield	\$406,500.00	\$406,500.00	\$0	0.0%	\$0.005738	\$2,332.29
33	453-0039-000	7035-37 W. Greenfield	\$266,500.00	\$288,200.00	\$21,700	14.3%	\$0.005738	\$1,653.55
34	453-0040-000	7041-45 W. Greenfield	\$374,700.00	\$374,700.00	\$0	0.0%	\$0.005738	\$2,149.84
35	453-0059-000	7101-05 W. Greenfield	\$379,100.00	\$379,100.00	\$0	0.0%	\$0.005738	\$2,175.09
36	453-0060-000	7111-13 W. Greenfield	\$242,700.00	\$242,700.00	\$0	0.0%	\$0.005738	\$1,392.49
37	453-0061-000	7117-23 W. Greenfield	\$449,500.00	\$449,500.00	\$0	0.0%	\$0.005738	\$2,579.01
38	453-0062-000	7125-37 W. Greenfield	\$296,200.00	\$296,200.00	\$0	0.0%	\$0.005738	\$1,699.45

BID Assessment for 2026								
No.	TAX KEY NO.	PROPERTY ADDRESS	2024 Real Estate Assessment Roll	2025 Real Estate Assessment Roll	AMT. Inc/dec over 2024	%	BID ASSESSMENT RATE FOR 2026	BID ASSESSMENT FY 2026
39	453-0063-000	7139-49 W. Greenfield & 1410-12 S. 72nd	\$804,200.00	\$804,200.00	\$0	0.0%	\$0.005738	\$4,614.10
40	453-0088-000	7201-07 W. Greenfield	\$352,800.00	\$352,800.00	\$0	0.0%	\$0.005738	\$2,024.19
41	453-0089-000	7211-13 W. Greenfield	\$321,000.00	\$321,000.00	\$0	0.0%	\$0.005738	\$1,841.74
42	453-0090-000	7217-19 W. Greenfield	\$163,100.00	\$163,100.00	\$0	0.0%	\$0.005738	\$935.79
43	453-0091-000	7223 W. Greenfield	\$185,400.00	\$185,400.00	\$0	0.0%	\$0.005738	\$1,063.73
44	453-0092-000	7227-35 W. Greenfield	\$419,600.00	\$419,600.00	\$0	0.0%	\$0.005738	\$2,407.46
45	453-0093-000	7239-49 W. Greenfield	\$321,200.00	\$321,200.00	\$0	0.0%	\$0.005738	\$1,842.89
46	453-0115-000	7301 W. Greenfield & 1407-11 S. 73rd	\$304,800.00	\$304,800.00	\$0	0.0%	\$0.005738	\$1,748.79
47	453-0116-000	7311-13-15 W. Greenfield	\$354,000.00	\$354,000.00	\$0	0.0%	\$0.005738	\$2,031.08
48	453-0117-000	7321 W. Greenfield	\$198,900.00	\$198,900.00	\$0	0.0%	\$0.005738	\$1,141.19
49	453-0118-000	7335 W. Greenfield	\$365,000.00	\$365,000.00	\$0	0.0%	\$0.005738	\$2,094.19
50	453-0119-000	7341-43 W. Greenfield	\$81,300.00	\$81,300.00	\$0	0.0%	\$0.005738	\$466.46
51	453-0120-000	7347 W. Greenfield	\$142,300.00	\$142,300.00	\$0	0.0%	\$0.005738	\$816.45
52	453-0324-003	7401 W. Greenfield	\$1,167,000.00	\$1,167,000.00	\$0	0.0%	\$0.005738	\$6,695.66
53	453-0324-004	14** S. 74 St.	\$80,800.00	\$80,800.00	\$0	0.0%	\$0.005738	\$463.59
54	453-0324-005	14** S. 74 St.	\$97,000.00	\$97,000.00	\$0	0.0%	\$0.005738	\$556.54
55	453-0322-000	7413-15 W. Greenfield	\$464,700.00	\$464,700.00	\$0	0.0%	\$0.005738	\$2,666.22
56	453-0321-000	7421-23-25 W. Greenfield	\$344,900.00	\$344,900.00	\$0	0.0%	\$0.005738	\$1,978.86
57	453-0320-000	7429-41-47 W. Greenfield	\$388,600.00	\$388,600.00	\$0	0.0%	\$0.005738	\$2,229.59
58	440-0242-000	1325-27-29 S. 70th St	\$628,600.00	\$628,600.00	\$0	0.0%	\$0.005738	\$3,606.59
59	453-0052-000	1439-41 S. 70th St	\$237,200.00	\$237,200.00	\$0	0.0%	\$0.005738	\$1,360.94
60	453-0056-000	1427-29 S. 70th St	\$165,500.00	\$165,500.00	\$0	0.0%	\$0.005738	\$949.56
61	453-0058-000	1417-21 S. 70th St	\$299,400.00	\$299,400.00	\$0	0.0%	\$0.005738	\$1,717.81
62	453-0273-000	1469 S. 70TH	\$343,800.00	\$343,800.00	\$0	0.0%	\$0.005738	\$1,972.55
			\$22,566,400	\$22,588,100	\$21,700	0.1%		\$129,599

Total 2025 Assessments **\$22,588,100**

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

Proposed Special Assessment \$ 129,600.00

First Ring Redevelopment Enterprise, Inc.

CDBG FUNDS	\$	-
BID Unspent Funds	\$	-
Revenue from DWA, Inc.	\$	17,000.00
Proposed 2025 B.I.D. Budget	\$	146,600.00

Budget/Value = Assessment	\$	0.0057375
\$1,000.00	\$	0.0057375