



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, April 23, 2024

7:00 PM

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

SPECIAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Grob.

D. PUBLIC HEARINGS

1. [R-2024-0097](#) Resolution on the sale of an approximate 670-sf portion of land on property located at 62** W. National Ave. (Tax key Parcel: 454-0073-001)
2. [2024-0192](#) Conditional Use permit for the WAWM Recreation Department, for a proposed indoor recreation facility, located at 1300 S. 109th St.
3. [2024-0193](#) Conditional Use Permit for The Salon Suites, a proposed beauty, wellness, and massage therapy use located at 11575 W. Theo Trecker Way.

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:

Council Chambers – Administration & Economic Development

Council Chambers – 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

4. [2024-0237](#) April 16, 2024 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

5. [2024-0232](#) Temporary Public Entertainment Permit request for Optimist Theatre performing Shakespeare in the Park, a one-day event on June 22, 2024 from 12 p.m. – 4 p.m., to be held at 8437 W. National Ave. Applicant: Jason Haas.

Recommendation: Grant

6. [2024-0233](#) Claim by Pierre Louis regarding property damage sustained at S. 108th St. and W. Morgan Ave. on April 14, 2024.

Recommendation: Refer to City Attorney

7. [2024-0243](#) Appointment by Mayor Devine of Gloria Dohearty to the Commission on Aging for a 3-year term to expire April 23, 2027.

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

8. [R-2024-0163](#) Resolution to rescind personal property taxes on multiple accounts.

Recommendation: Adopt

9. [R-2024-0164](#) Resolution to approve agreement to provide emergency medical services to the Wisconsin State Fair Park for the 2024 season.

Recommendation: Adopt

10. [R-2024-0165](#) Resolution to authorize the purchase of one Ford F-550 XL truck chassis and Simco 2400 DT drill rig with tooling for a total sum of \$238,692.

Recommendation: Adopt

11. [R-2024-0166](#) Resolution to accept the proposal of Egelhoff Lawn Mower Service for furnishing and delivering six (6) Grasshopper 335B 61" ride-on lawn mowers for a total sum of \$89,607.41.

Recommendation: Adopt

12. [R-2024-0167](#) Resolution to accept the proposal of Bobcat Plus Inc. for furnishing and delivering three (3) Bobcat Tool Cat attachments for a total sum of \$16,060.75.

Recommendation: Adopt

13. [R-2024-0195](#) Resolution to update public swimming pool fees to conform to state law.

Recommendation: Adopt

14. [R-2024-0215](#) Resolution to approve the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program.

Recommendation: Adopt

15. [2024-0226](#) Update from Assessor's Office on 2024 Citywide revaluation.

Recommendation: Discussion Purpose Only

PUBLIC WORKS COMMITTEE

16. [R-2024-0162](#) Resolution to amend an existing Professional Services Contract with Interstate Roof Systems Consultants, Inc. to provide Design Engineering Services and Quality Compliance Observations for the roof replacement at the West Allis Public Library, for an amount not to exceed \$11,800.
- Recommendation:** Adopt
17. [R-2024-0169](#) Resolution on the Vacation and discontinuance of an improved alley between W. Electric Ave. and W. Mobile St. west of S. 54th St.
- Recommendation:** Adopt
18. [R-2024-0168](#) Resolution on the Vacation and discontinuance of an improved alley between W. Lincoln Ave. and W. Grant St. and within the 2200 block of S. 108th St. and S. 109th St.
- Recommendation:** Adopt
19. [R-2024-0175](#) Resolution to approve bid of Pro Electric, Inc. for Street Lighting Conversion in various locations in the City of West Allis in the amount of \$1,667,254.17.
- Recommendation:** Adopt
20. [R-2024-0176](#) Resolution to approve bid of MJ Construction, Inc. for private property work in the amount of \$680,579.
- Recommendation:** Adopt
21. [R-2024-0177](#) Resolution to authorize the purchase of four (4) 2024 Ford Maverick AWD pick-up trucks from Ewald Automotive Group, Hartford, for a sum of \$121,870.
- Recommendation:** Adopt
22. [R-2024-0182](#) Resolution to accept energy incentive funds for new Department of Public Works Facility from Focus on Energy.
- Recommendation:** Adopt
23. [R-2024-0194](#) Resolution to amend an existing professional service contract with raSmith to provide construction management of private property improvements for an amount not to exceed \$75,000.
- Recommendation:** Adopt
24. [R-2024-0219](#) Resolution to adopt a grant application from the U.S. Department of Transportation's Multimodal Project Discretionary Grant (MPDG) program for the I-94 East-West Corridor Modernization Project.
- Recommendation:** Adopt

Public Hearing Items (Public Works Committee)

25. [R-2024-0097](#) Resolution on the sale of an approximate 670-sf portion of land on property located at 62** W. National Ave. (Tax key Parcel: 454-0073-001)

ECONOMIC DEVELOPMENT COMMITTEE

26. [R-2024-0212](#) Resolution approving a \$2,000 neighborhood association focus grant, to the Liberty Heights Park Neighborhood Association.

Recommendation: Adopt

27. [R-2024-0214](#) Resolution approving an amendment to the neighborhood small grant agreements and grant applications.

Recommendation: Adopt

28. [2024-0201](#) New Class B Tavern and Public Entertainment Licenses for Shotzys 2, d/b/a Shotzys Country Rock Bar 2, 6922 W. Orchard St. Agent: Brandon Balaka. (ALC-24-5)

Recommendation: Grant

Public Hearing Items (Economic Development Committee)

29. [2024-0192](#) Conditional Use permit for the WAWM Recreation Department, for a proposed indoor recreation facility, located at 1300 S. 109th St.
30. [2024-0193](#) Conditional Use Permit for The Salon Suites, a proposed beauty, wellness, and massage therapy use located at 11575 W. Theo Trecker Way.

PUBLIC SAFETY COMMITTEE

31. [R-2024-0216](#) Resolution authorizing the health department to accept funding from the Wisconsin Department Of Health Services for public health vending machine supplies.

Recommendation: Adopt

32. [R-2024-0218](#) Resolution authorizing the health department to accept and expend funding from State of Wisconsin/Wisconsin Department of Health Services to address social isolation and loneliness.

Recommendation: Adopt

N. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

**CITY OF WEST ALLIS
RESOLUTION R-2024-0097**

**RESOLUTION ON THE SALE OF A 670-SF PORTION OF LAND ON PROPERTY
LOCATED AT 62** W. NATIONAL AVE. (TAX KEY PARCEL: 454-0073-001) TO
ANTIGUA PROPERTIES, LLC**

WHEREAS, the City has received interest from Antigua Properties, LLC the owners of Antigua Restaurant, located at 6207 W. National Ave., for approximately 670-sf or 0.02 acres of land for creation of an outdoor dining patio accessory to the restaurant use; and,

WHEREAS, the City of West Allis currently utilizes the subject land area as a landscaping island within an improved city parking lot. The sale and conversion of a landscaping island into a patio and seating area for outdoor dining and extension of premises will not impact the number of existing off-street parking spaces or encroach into the existing MMSD stormwater easement. and,

WHEREAS, the City of West Allis's 2040 Comprehensive Plan calls for future land use of this area of the City to be "Commercial." The City Zoning Ordinance permits outdoor dining as an accessory use, subject to site plan for approval. The owners of Antigua Restaurant have agreed to submit site improvement plans to the City for design review and permitting, and a certified survey map to be fully executed and properly recorded with the register of deeds.

WHEREAS, the sale of land would add to the City's tax base providing property tax relief; and enhance the vitality of small business and curb appeal along National Avenue corridor; and,

WHEREAS, on March 5, 2024 the Council was presented with the offer and may proceed with interest or reject the offer. If the council is interested to proceed, it will refer to the Plan Commission, who will consider the proposed use and compliance with the Comprehensive Plan. Plan Commission would share their recommendation back to Common Council to render a decision on the land sale. A Public Hearing on the proposed sale would be published via class II notice for Common Council consideration; and a public hearing conducted on or after April 16, 2024, with final decision by Council.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, has reviewed the attached WB-13 Vacant Land Offer to Purchase in the amount of Six Thousand Seven Hundred Dollars (\$6,700) for approximately 670-sf or 0.02 acres of land and refers their interest to the Plan Commission. A public hearing being conducted on or after April 16, 2024, with final decision by Council.

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

SECTION 1: **ADOPTION** “R-2024-0097” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2024-0097 (Non-existent)

AFTER ADOPTION

R-2024-0097(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Approved by the Wisconsin Real Estate Examining Board
10/1/2023 (Optional Use Date) 1/1/2024 (Mandatory Use Date)

RE/MAX Market Place
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WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 5, 2024 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Antigua Properties, LLC
4 offers to purchase the Property known as a 670 square foot parcel located
5 between 6207 and 6215 W. National Ave as part of tax key 454-0073-001
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the City of West Allis, County
8 of Milwaukee Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is six Thousand, Seven Hundred
10 Dollars (\$ 6,700.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in**
27 **an addendum per line 680.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 6, 2024.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on or before 05/31/2024

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within 0 days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 _____) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: **None**

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.
 182 ☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 15 days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.
 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**
 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.
 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.
 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.
 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.
 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.
 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**
 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: outdoor patio seating

252

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☒ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☒ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 ☒ **CHECK**
266 **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274

275 ☒ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) ☒ **CHECK AND COMPLETE AS APPLICABLE**:

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

278 ☐ water _____; ☐ telephone _____; ☐ cable _____;

279 ☐ other: _____.

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (~~Buyer~~) (Seller) ☒ **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 30 days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) ☒ **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 days ("30" if left blank) after acceptance, at (Buyer's) (~~Seller's~~) ☒ **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 670 sqft acres, maximum of 700
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: None

293

294 _____ ☒ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within 15 days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

Property Address: a 670 square foot parcel located, West Allis, WI 53214

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425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **N/A BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452 _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and **None**

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472 **N/A** The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 **N/A** Current assessment times current mill rate (current means as of the date of closing).

476 **N/A** Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 **N/A** _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 **N/A** Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and **None**

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)

507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are **None**

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

Property Address: a 670 square foot parcel located, West Allis, WI 53214

Page 12 of 12, WB-13


664 Name of Seller's recipient for delivery, if any: Steve Schaer, City of West Allis
 665 Name of Buyer's recipient for delivery, if any: KerryAnn Douglas, RE/MAX Market Place
 666 ☐ (2) Fax: fax transmission of the document or written notice to the following number:
 667 Seller: () Buyer: ()
 668 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 670 line 673 or 674.
 671 ☒ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 672 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 673 Address for Seller: 7525 W. Greenfield Ave., West Allis, WI 53214
 674 Address for Buyer: 6207 W National Ave., West Allis, WI 53214
 675 ☒ (5) Email: electronically transmitting the document or written notice to the email address.
 676 Email Address for Seller: SSchaer@westalliswi.gov
 677 Email Address for Buyer: kdouglas@remax.net and citlali@antiguamilwaukee.com
 678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 679 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 680 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.
 681 This Offer was drafted by [Licensee and Firm] KerryAnn Douglas, RE/MAX Market Place

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

694 (x)  02/05/2024
 695 Buyer's Signature ▲ Print Name Here ► Antigua Properties, LLC Date ▲

696 (x) _____
 697 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

698 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 699 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 700 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 701 **COPY OF THIS OFFER.**

702 (x) _____
 703 Seller's Signature ▲ Print Name Here ► _____ Date ▲

704 (x) _____
 705 Seller's Signature ▲ Print Name Here ► _____ Date ▲

706 This Offer was presented to Seller by [Licensee and Firm] _____

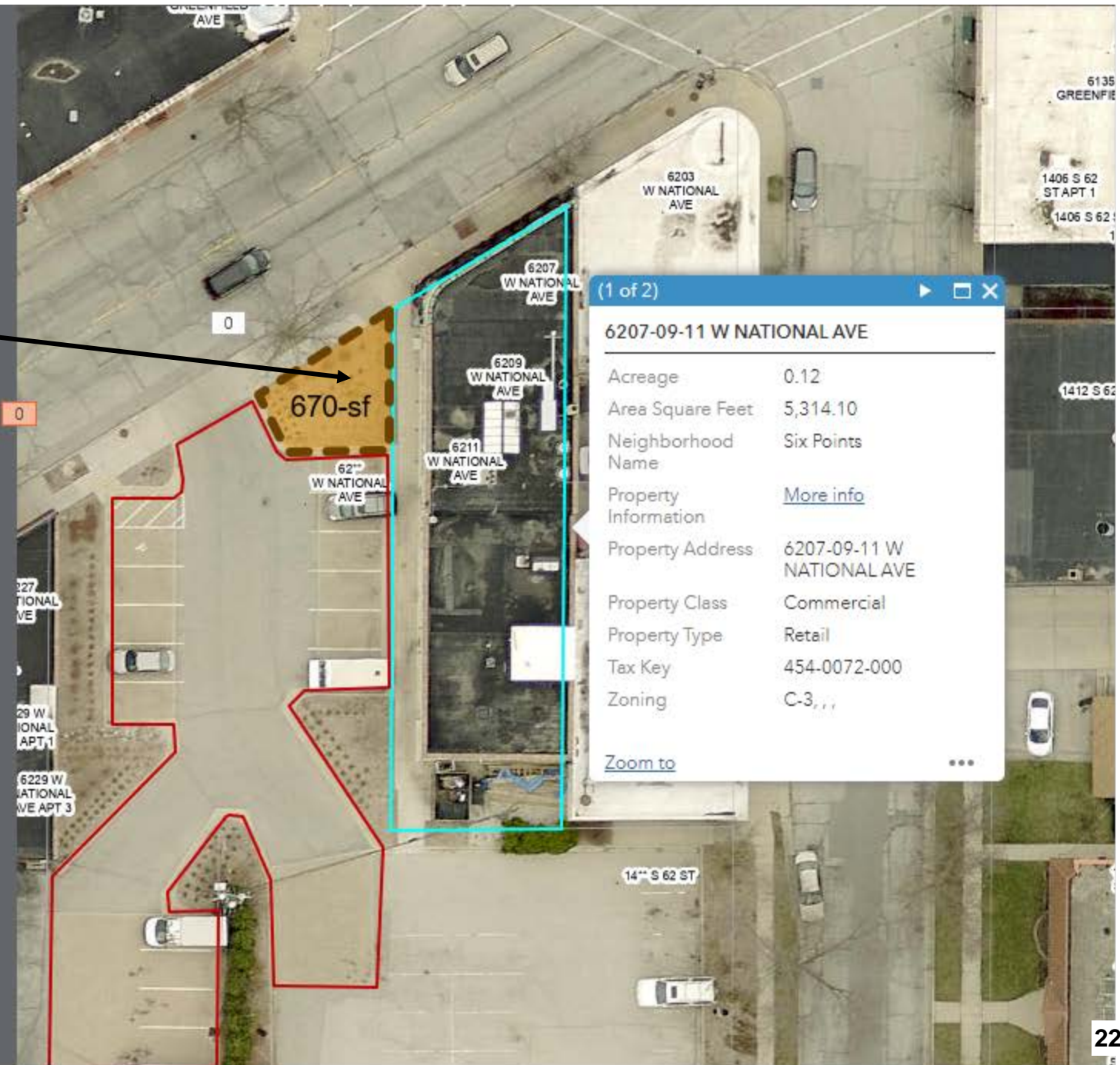
707 _____ on _____ at _____ a.m./p.m.

708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 709 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Antigua Restaurant

6207 W. National Ave.

- Sell portion of city lot (670-sf)?
- Future Antigua outdoor patio
- MMSD easement
 - Outside MMSD maintenance area







**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
April 23, 2024 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 April 23, 2024 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 the WAWM Recreation Department, for a proposed indoor recreation facility, located at 1300 S. 109 St.

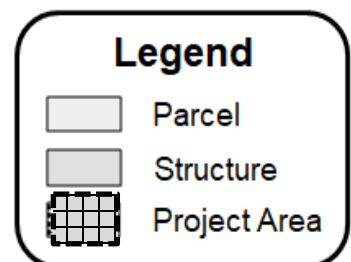
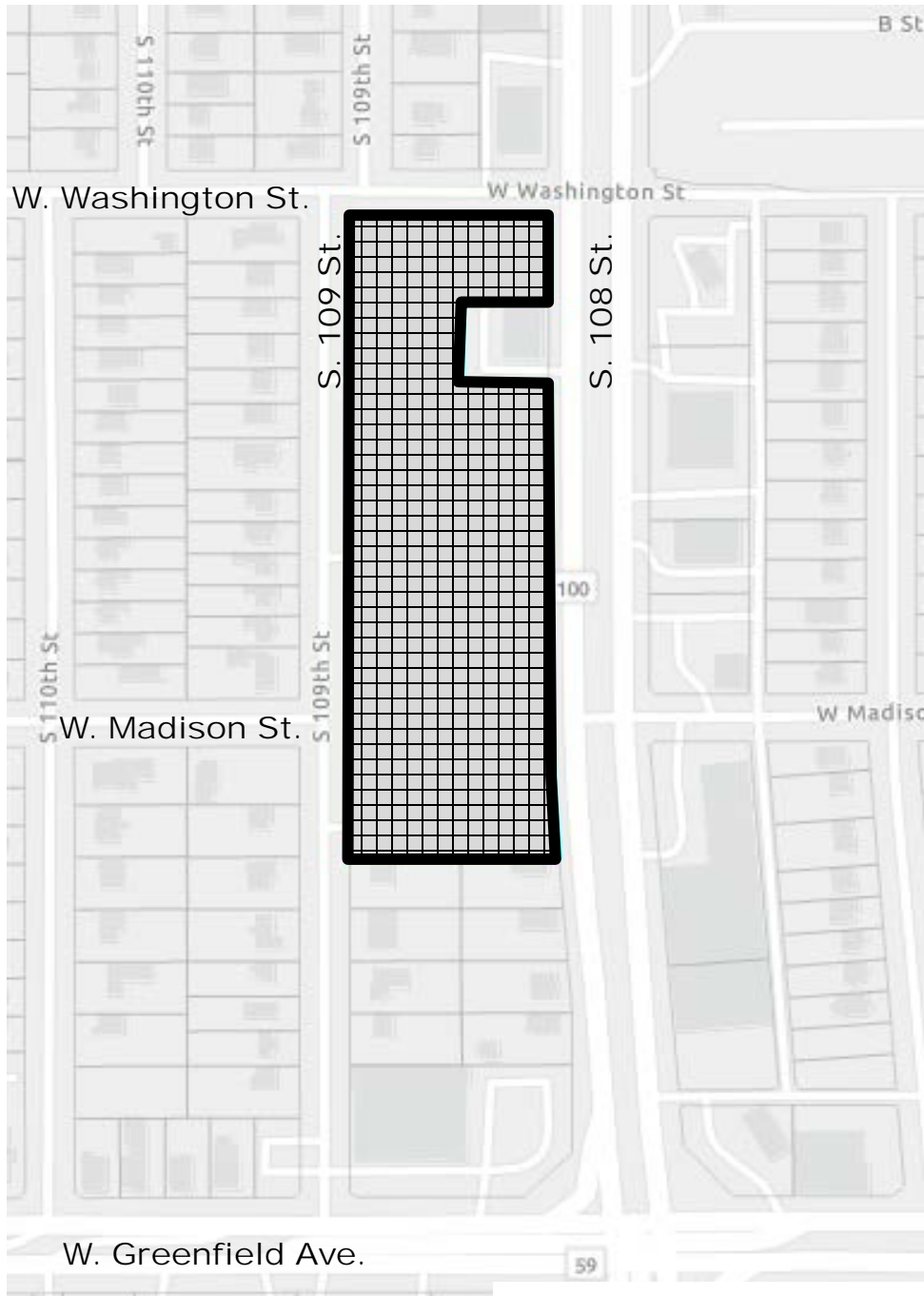
Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and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

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

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

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

**Conditional Use permit for the WAWM Recreation Department, for
a proposed indoor recreation facility, located at 1300 S. 109 St.**



THE DAILY REPORTER

A Division of BridgeTower Media
P.O Box 745929
Atlanta, GA 30374-5929

Invoice # 745686168
Invoice Date 03/29/2024
Customer CITY Of West Allis, ID:
Payment Terms Net 30
Due Date 04/28/2024

BILLING ADDRESS

Tracey Uttke
CITY Of West Allis
7525 W Greenfield Ave
West Allis WI 532144648

ADVERTISER

CITY Of West Allis, ID: 45787
7525 W Greenfield Ave
West Allis WI 532144648

INVOICE REF	MEDIA	DATE	PO	EDITION	QTY	AD SIZE
1007289304	The Daily Reporter - Public Notice	03/29/24		Legal - Government	1	Legal - City of Milwaukee Inch Rate
Thank you for your business! IOID: 2595285 Index: Government Category: Hearings and Minutes Affidavit Reference: CITY OF WEST ALLIS						Subtotal \$40.78
						Tax \$0.00
						Credits \$0.00
						BALANCE DUE \$40.78

REMITTANCE STUB TO BridgeTower Media

Invoice #	745686168 The Daily Reporter - Public Notice	Date	04/28/2024	Customer ID	ID: 45787, CITY Of West Allis
Amount Enclosed:					

Acceptable Payment Methods

PREFERRED METHOD To Pay by ACH Transfer: Bank: Bank of America Send ACH remittance email to ar@bridgetowermedia.com Account Number: 237025443017 Routing: 053000196	OTHER METHODS To Pay by Check use the following address: Please include invoice number on check BridgeTower OpCo, LLC P.O Box 745929 Atlanta, GA 30374-5929	To Pay by Credit Card: Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214 Please have your Invoice Number and Credit Card Number Ready	To Pay by Wire Transfer: Name: BridgeTower OpCo, LLC Bank: Bank of America Swift Code: BOFAUS3N Bank Address: 100 North Tryon Street Charlotte, NC 28255 Account Number: 237025443017 Routing: 053000196
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PUBLIC HEARING

2595285/3-29

By:

Joel D. Young

Joe Yovino

Sworn to me on this 29th day of March
2024

By:



27



**CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
April 23, 2024 at 7:00PM**

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

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Conditional Use Permit for The Salon Suites, a proposed Beauty, Wellness, and Massage Therapy use located at 11575 W. Theo Trecker Way.

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 The Salon Suites, a proposed Beauty, Wellness, and Massage Therapy use located at 11575 W. Theo Trecker Way.



Legend

-  Parcel
-  Structure
-  Project Area

THE DAILY REPORTER

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P.O Box 745929
Atlanta, GA 30374-5929

Invoice # 745686167
Invoice Date 03/29/2024
Customer CITY Of West Allis, ID:
Payment Terms Net 30
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BILLING ADDRESS

Tracey Uttke
CITY Of West Allis
7525 W Greenfield Ave
West Allis WI 532144648

ADVERTISER

CITY Of West Allis, ID: 45787
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1007289362	The Daily Reporter - Public Notice	03/29/24		Legal - Government	1	Legal - City of Milwaukee Inch Rate
Thank you for your business! IOID: 2595273 Index: Government Category: Hearings and Minutes Affidavit Reference: CITY OF WEST ALLIS						Subtotal \$40.78
						Tax \$0.00
						Credits \$0.00
						BALANCE DUE \$40.78

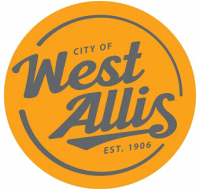
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THE DAILY REPORTER



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

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

Tuesday, April 16, 2024

7:00 PM

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

ORGANIZATIONAL MEETING

A. CALL TO ORDER

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

B. RECOGNITION OF OTHER ELECTED OFFICIALS IN ATTENDANCE - MAYOR DEVINE

None.

C. PLEDGE OF ALLEGIANCE

Led by Ald. Reinke (Retired).

D. FINAL ROLL CALL OF THE 2020-2024 COMMON COUNCIL

*Present: Ald. Lajsic, Grisham, Haass, Kuehn, Reinke, Roadt, Stefanski, and Turner.
Excused: Ald. Vitale*

E. REMARKS BY 2020-2024 OUTGOING ELECTED OFFICIALS

Mayor Devine presented Ald. Stefanski with a proclamation, thanking him for his years serving as District 2 Alderperson.

Ald. Lajsic congratulated Mayor Devine and other elected officials on winning the term. He also thanked City employees for their dedicated service to West Allis.

Ald. Reinke expressed her gratitude for her 32 years on the Council, serving under 4 Mayors and 2 City Administrators. She thanked City employees and her fellow council members for their years of support and service.

Ald. Stefanski shared a memory of taking Ald. Reinke on her first motorcycle ride.

F. MOTION BY ALDERPERSON LAJSIC TO ADJOURN SINE DIE

Ald. Lajsic motioned to adjourn sine die, Ald. Stefanski seconded. Mayor Devine adjourned Council at 7:12 p.m.

G. ANNOUNCEMENT OF 2024-2028 MAYOR AND COMMON COUNCIL - JUDGE PAUL MURPHY

Mayor Devine reconvened Council at 7:17 p.m.

H. OATH OF OFFICE

Administered by Judge Murphy.

I. FIRST ROLL CALL OF 2024-2028 COMMON COUNCIL

Present 11 - Mayor Devine, Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

J. NOMINATION AND ELECTION OF COUNCIL PRESIDENT BY SECRET BALLOT

Ald. Haass appointed to Council President by unanimous vote.

K. REMARKS BY MAYOR AND COMMON COUNCIL PRESIDENT

Mayor Devine and Ald. Haass spoke.

L. REMARKS BY MEMBERS OF THE 2024-2028 COMMON COUNCIL

Ald. Grisham, Weigel, Nowling, Kuehn, Halvorsen, Turner, Novak and Grob spoke.

M. ANNOUNCEMENT OF STANDING COMMITTEE APPOINTMENTS BY MAYOR**Administration Committee:**

*Ald. Weigel - Chair
Ald. Nowling - Vice Chair
Ald. Grob
Ald. Kuehn
Ald. Novak*

Public Works:

*Ald. Roadt - Chair
Ald. Turner - Vice Chair
Ald. Grisham
Ald. Haass
Ald. Halvorsen*

Economic Development:

*Ald. Kuehn - Chair
Ald. Grob - Vice Chair
Ald. Novak
Ald. Nowling
Ald. Weigel*

Public Safety:

*Ald. Grisham - Chair
Ald. Halvorsen - Vice Chair
Ald. Haass
Ald. Roadt
Ald. Turner*

N. PUBLIC HEARINGS

1. [R-2024-0172](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

City Engineer Dejewski and Assistant City Engineer Hutter presented.

O. PUBLIC PARTICIPATION

None.

P. ANNOUNCEMENT OF RECESS MEETINGS**Q. APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

2. [2024-0173](#) March 19, 2024 Common Council Minutes.

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

R. REGULAR MEETING STANDING COMMITTEE REPORTS

None.

S. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)**Passed The Block Vote**

Ald. Haass moved to approve the Consent Agenda, items #3 - #7, Ald. Kuehn seconded, 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

3. [2024-0160](#) Claim by Terese Zunker regarding alleged property damaged in the 1000 BLK of 100th St. on May 11, 2023.

Referred to City Attorney

4. [2024-0217](#) Claim by Bryan Kainz regarding excessive force and personal injuries sustained on December 17, 2023.

Referred to City Attorney

5. [2024-0161](#) December 2023 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$61,954.85.

Placed on File

6. [2024-0228](#) March 2024 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$148,917.16.

Placed on File

7. [2024-0202](#) Finance Director/Comptroller submitting report for March 2024 indicating City of West Allis checks issued in the amount of \$3,443,497.85.

Placed on File

T. COMMON COUNCIL RECESS

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

The Council recessed at 7:50 p.m. and returned at 8:08 p.m.

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

Committee convened at 7:50 p.m.

8. [2024-0226](#) Update from Assessor's Office on 2024 Citywide revaluation.

City Assessor Williams presented.

Committee adjourned at 7:55 p.m.

PUBLIC WORKS COMMITTEE

Committee convened at 7:55 p.m.

Passed The Block Vote

Ald. Kuehn moved to approve items #9 - #12, Ald. Nowling seconded, 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

9. [R-2024-0172](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Committee Action:

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

Council Action: Passed

10. [R-2024-0171](#) Final Resolution authorizing public improvement concrete construction, concrete reconstruction and/or asphalt resurfacing in various locations and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Passed

11. [R-2024-0173](#) Resolution to approve bid of LaLonde Contractors, Inc. for Street Construction in W. Rogers St. from S. 76th St. to S. 84th St. in the City of West Allis in the amount of \$2,062,478.40.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Passed

12. [R-2024-0174](#) Resolution to approve an agreement with the Union Pacific Railroad to close and remove the at-grade public road crossing for S. 55th St.

Sponsors: Public Works Committee

Committee Action:

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

Committee adjourned 7:59 p.m.

Council Action: Passed

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 7:59 p.m.

Passed The Block Vote

Ald. Haass moved to approve item #13, 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

13. [R-2024-0170](#) Resolution approving a Certified Survey Map to combine the existing parcels at 5520 W. Lincoln Ave. and 55** W. Lincoln Ave. into 1 parcel. (Tax Key Nos. 474-0491-000 and 474-0490-000).

Committee Action:

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

14. [2024-0213](#) Discussion relative to the sale of 6400 W. Greenfield Ave. and 1351 S. 64th St. for a proposed development by JJH3 Group.

Discussion Purposes Only

Committee adjourned at 8:05 p.m.

PUBLIC SAFETY COMMITTEE

Committee convened at 8:05 p.m.

Passed The Block Vote

Ald. Grisham moved to approve items #15 - #17, motion carried by voice 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. [2024-0196](#) Class B Tavern Temporary Premise Extension and Temporary Public Entertainment Premise request for Studz Pub, 6833 W. National Ave. for a one-day event, St. Jude's Fundraiser, on June 8, 2024 from 12PM - 4PM with a DJ. Agent: Dean Ratas.

Committee Action:

Ald. Haass moved to grant, Ald. Halvorsen seconded. Motion carried.

Council Action: Passed

16. [2024-0195](#) Change of Agent for a Class B Beer/Class C Wine License for Flour Girl and Flame at 8121 W. National Ave. New Agent: Dana Spandet.

Committee Action:

Ald. Haass moved to grant, Ald. Halvorsen seconded. Motion carried.

Council Action: Passed

17. [2024-0205](#) Change of Agent for a Class B Liquor License for The Gage at 1139 S. 70th St. New Agent: Christina Timber.

Committee Action:

Ald. Haass moved to grant, Ald. Halvorsen seconded. Motion carried.

Committee adjourned at 8:07 p.m.

Council Action: Passed

V. ADJOURNMENT AND ANNOUNCEMENT OF SPECIAL COMMON COUNCIL MEETING

Ald. Haass moved to adjourn at 8:11 p.m., Ald. Kuehn seconded, motion carried.

Next scheduled meeting is April 23, 2024 at 7:00 p.m.

YouTube Meeting Links for April 16, 2022:

[https://www.youtube.com/watch?](https://www.youtube.com/watch?v=CSiQmb1TzUQ)

[v=CSiQmb1TzUQ](https://www.youtube.com/watch?v=CSiQmb1TzUQ)

[v=CSiQmb1TzUQ](https://www.youtube.com/watch?v=CSiQmb1TzUQ)



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

Application for: Temporary Public Entertainment Permit

Jason C Haas

Name of Event: Shakespeare in the Park

Date(s): 06/22/2024

Location: 8437 W. National Ave., West Allis

Event Start and End Time: 12pm to 4pm

Type of Entertainment: A sound permit for amplified sound at a live play



CLAIMANT CONTACT INFORMATION

Name: Pierre Louis Phone: 414 788 5442
Address: 1014 S W Coldspring RD Email: LouisReal93@gmail.com
APT 204

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: 4/14/24 Time of day: 11:PM
Location: 108th Morgan

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.

While being pulled over during Traffic stop
officer placed stop stick underneath vehicle.
in forgotten it. in which afterward ^{was} giving
the consent to drive off ^{which} caused me
to roll over stop stick in flatten
Tire.

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: Pierre Louis

Date: 4/14/24

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: \$ 553.54

SAVE

PRINT

**CITY OF WEST ALLIS
RESOLUTION R-2024-0163**

**A RESOLUTION TO RESCIND PERSONAL PROPERTY TAXES ON MULTIPLE
ACCOUNTS**

WHEREAS, the City West Allis City Assessor has determined that the following errors have occurred on the 2023 assessment roll:

1. Personal Property Account No. 30515 Trillium Care Group located at 2363 S. 102 St. was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).
2. Personal Property Account No. 24020 Jewelry by MJC located at 10923 W. Lincoln Ave. was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).
3. Personal Property Account No. 30216 Abood Mughrabi, LLC located at 6722 W. Lincoln Ave. was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).
4. Personal Property Account No. 23000 Rainbow Sales located at 1637 S. 83 St. was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).
5. Personal Property Account No. 30438 Fither, LLC located at 7207 W. Greenfield Ave., Unit 1 was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).
6. Personal Property Account No. 30572 M&ZH, Inc. located at 1427 S. 108 St. was discovered to not be located in the taxation district in accordance with Wisconsin Statute Section 74.33(1) (d).

WHEREAS, based upon the City Assessor's reconsideration of these matters, in accordance with the assessment methods which conform to statutory requirements, and which are outlined in the Wisconsin Property Assessment Manual, the City Assessor has concluded that the assessed values of the subject properties on January 1, 2023, should be corrected as follows:

1. For Personal Property Account No. 30063, the assessment roll for January 1, 2023, shows an erroneous value of \$8,700. The assessment roll should reflect a Total Assessed Value of \$0.
2. For Personal Property Account No. 30515, the assessment roll for January 1, 2023, shows an erroneous value of \$5,100. The assessment roll should reflect a Total Assessed Value of \$0.
3. For Personal Property Account No. 24020, the assessment roll for January 1, 2023, shows an erroneous value of \$3,100. The assessment roll should reflect a Total Assessed Value of \$0.
4. For Personal Property Account Nos. 30216, the assessment roll for January 1, 2023, shows erroneous values of \$8,500. The assessment roll should reflect Total Assessed Values of \$0.
5. For Personal Property Account No. 23000, the assessment roll for January 1, 2023, shows an erroneous value of \$8,700. The assessment roll should reflect a Total Assessed Value of \$0.
6. For Personal Property Account No. 30438, the assessment roll for January 1, 2023, shows an erroneous value of \$11,500. The assessment roll should reflect a Total Assessed Value of \$0.
7. For Personal Property Account No. 30572, the assessment roll for January 1, 2023, shows an erroneous value of \$13,600. The assessment roll should reflect a Total Assessed Value of \$0.

WHEREAS, the Common Council, the governing body of the taxation district, finds that the assessment of the personal property for the year 2023 included property not located in the taxation district, and therefore the City Council should rescind the part of the general property tax which was assessed in error in accordance with Wisconsin Statutes Section 74.33(l)(c) and(d); and

WHEREAS, the Common Council hereby intends to cancel the tax on the difference between the erroneous total values and the correct total values of these accounts, so that if the property owner has already paid the tax based upon the erroneous value, the difference should be refunded the taxpayer, and if the taxpayer has not yet paid the tax a corrected tax bill should be sent to the property owner.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, Milwaukee County, Wisconsin, that the following property taxes for the 2023 tax year are hereby rescinded:

1. Personal Property Account No. 30063 \$246.50
2. Personal Property Account No. 30515 \$144.49
3. Personal Property Account No. 24020 \$87.83
4. Personal Property Account No. 30216 \$240.82
5. Personal Property Account No. 23000 \$246.50
6. Personal Property Account No. 30438 \$325.82
7. Personal Property Account No. 30572 \$385.32

SECTION 1: **ADOPTION** “R-2024-0163” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0163(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0164**

**RESOLUTION TO APPROVE AGREEMENT TO PROVIDE EMERGENCY
MEDICAL SERVICES TO THE WISCONSIN STATE FAIR PARK FOR THE 2024
SEASON**

WHEREAS, the City, through the West Allis Fire Department ("WAFD"), has submitted to the State Fair Park Board a plan to provide emergency medical services for the Wisconsin State Fair during the 2024 season; and

WHEREAS, the Board finds that the intergovernmental procurement of emergency medical services from the City during the Wisconsin State Fair is favorable to the State and all participants in the Wisconsin State Fair; and

WHEREAS, the City finds that providing emergency medical services through this Agreement during the Wisconsin State Fair is favorable for the City and all participants in the Wisconsin State Fair; and

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the attached intergovernmental agreement is approved, and the fire chief is hereby authorized and directed to execute the agreement.

SECTION 1: **ADOPTION** "R-2024-0164" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0164(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT to provide emergency medical services ("Agreement") is entered into under Wis. Stat. § 66.0301 by and between the City of West Allis, Wisconsin (the "City"), a municipal corporation, and the Wisconsin State Fair Park Board, West Allis, Wisconsin (the "Board"), a state agency created under Wis. Stat. § 15.445(4).

RECITALS

WHEREAS, the City, through the West Allis Fire Department ("WAFD"), has submitted to the Board a plan to provide emergency medical services for the Wisconsin State Fair during the 2024 season; and

WHEREAS, the Board finds that the intergovernmental procurement of emergency medical services from the City during the Wisconsin State Fair is favorable to the State and all participants in the Wisconsin State Fair; and

WHEREAS, the City finds that providing emergency medical services through this Agreement during the Wisconsin State Fair is favorable for the City and all participants in the Wisconsin State Fair; and

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree to the terms and conditions set forth below.

4. **TERM.** The provisions of this Agreement shall apply for the following events in 2024:
 - a. The Wisconsin State Fair is held at the Wisconsin State Fair Park ("WSFP"), typically held annually during the month of August.
 - b. Harvest Fest held at the WSFP, typically held annually during the last weekend of September.
 - c. The Cream Puff 5K Run held at the WSFP, typically held annually with the date to be determined.
2. **PAYMENT.** For the 2024 season, the Board shall remit to the City an annual payment of One Hundred Fifty-Five Thousand Five Hundred and Forty-Eight Dollars (\$155,548) for the furnishing of equipment, materials, and services described herein. The payment shall be made in full no later than November 30 of the year in which the services were provided by submitting such a timely payment to the City treasurer.
3. **SERVICES PROVIDED BY CITY.**
 - a. **Wisconsin State Fair.** The City shall provide emergency medical services, as

described in this section, between 9:00 AM and up to 30 minutes following event close for the eleven (11) days of the Wisconsin State Fair. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management (OEM) personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:

- i. **Operations/Dispatch.** One WAFD personnel with a rank of lieutenant or higher shall be dedicated as operations/dispatch.
 - ii. **First Aid/Triage.** One (1) personnel shall be dedicated as First Aid/Triage.
 - iii. **First Response.** Two (2) to six (6) personnel shall be dedicated as basic life support first response within WSFP, the actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
 - iv. **Basic Life Support Transport.** Two (2) to four (4) personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP. The actual number of which shall be determined at the discretion of the Operations/Dispatch personnel.
- b. **Harvest Fest.** The City shall provide emergency medical services, as described in this section, for the three (3) days of Harvest Fest. from 4:00 p.m. to 11 p.m. on Friday, 9:00 a.m. to 11:00 p.m. on Saturday, and 9:00 a.m. to 5:00 p.m. on Sunday. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management ("OEM") personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:
- i. **Basic Life Support Transport.** Two personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP.
- c. **Cream Puff 5K Run.** The City shall provide emergency medical services, as described in this section, for two (2) hours during the Cream Puff 5K run held annually on a date to be determined. Unless otherwise specified below, the City may provide such services using WAFD personnel, Milwaukee County Office of Emergency Management ("OEM") personnel, or personnel from any other governmental agency whom have received equivalent training and hold equivalent certifications. The services provided shall be:

- i. **Basic Life Support Transport.** Two personnel shall be dedicated as basic life support transport and shall utilize an ambulance. Basic life support personnel may be staged in WSFP or within the area around WSFP.
 - d. **Additional Fair Park Events.** The City, with a minimum 90-day notice and when staff is available, agrees to provide to the Board, at additional cost, EMS services that require emergency medical services in the table outlined below.
4. **OPERATIONS/DISPATCH STAFFING DECISIONS.** The operations/dispatch personnel shall determine, within the range provided above, the number of first response personnel and basic life support transport personnel necessary to properly staff the Wisconsin State Fair. The operations/dispatch personnel may exercise discretion to increase or decrease first response and/or basic life support transport personnel based on the current or anticipated future demand for such services at WSFP.
5. **MATERIALS AND EQUIPMENT PROVIDED BY CITY.** The City shall provide materials and equipment to support emergency medical services operations, as described in this Agreement, for the Wisconsin State Fair. Unless otherwise specified below, the City may utilize materials and equipment owned by WAFD, OEM, or any other governmental agency that can provide such materials or equipment. The equipment provided by the City shall be:
- a. **First Response Vehicle.** One to three ATV style ambulance vehicles shall be properly staffed and equipped to function as needed for basic life support.
 - b. **Ambulance.** One to two transporting ambulance vehicles shall be properly staffed and equipped to function for basic life support transport.
 - c. **Necessary Items.** Any and all items necessary for performing operations/dispatch, first aid/triage, first response, and basic life support transport and not provided by the Board under Section 6.
6. **PERSONNEL AND ITEMS PROVIDED BY BOARD.** The Board shall provide personnel and items to support emergency medical services operations, as described in this Agreement, for the Wisconsin State Fair. The items provided by the Board have a value of \$28,725. The personnel and items provided by the Board shall be:
- a. **First Aid Trailer, Tent, and Accessories.** One first aid station trailer, a sufficient parking space within the park for the trailer, a tent at least 30 feet by 30 feet and large enough to protect the required first response vehicles from the weather, a phone line, a 60-amp electrical service connection, water

supply, sunscreen and a dispenser located outside of the first aid station trailer, and an ADA ramp and signage bearing appropriate branding inclusion.

- b. **Interior Parking Spaces.** Two parking spaces within the park measuring at least 16' for ambulances, one parking space measuring at least 32' for a fire truck.
- c. **Parking Permits.** Eight Lot Z permits for vehicles under 16' for staff personal vehicles, four Auxiliary Vehicle permits for ATV/Mini-Ambulances.
- d. **Admission Credentials.** Fifteen (15) park admission credentials for staff.
- e. **Bicycle First Responders.** At least four (4) first aid providers per day for each day of the Wisconsin State Fair. Each first responder shall be equipped with a bicycle and be equipped with necessary items to perform patient assessment.

7. **OTHER SPECIAL EVENTS WITHIN STATE FAIR PARK.** For special events held at the State Fair Park Grounds that may occur throughout the calendar year but not addressed above in this agreement, the City may be asked to provide the following resources. at the hourly rates identified below in table 1. If more resources are needed to protect a special event than the City can provide OR the City elects to not provide services for special events not originally covered or addressed in this agreement, the Board shall have the responsibility of locating and contracting additional resources (i.e. private ambulance company, other fire departments). For any special event that the City agrees to staff, if two or more EMS and/or fire suppression units are needed, one West Allis Fire Department Incident Command Unit is required to oversee the incident acting as Incident Commander, and shall be included when calculating billable hours. This applies to all EMS units, whether supplied by the City or by other means. If the Board requires training for specific special events prior to the start of the event, the City shall be reimbursed an hourly rate outlined below in table 1, per West Allis employee required to attend such training. Prior to the commencement of special events training the City agrees to provide a non-binding cost estimate of training to the Board for approval.

TABLE 1:

Resource Type	2024	2025	2026
EMS Transport Unit (2 personnel)	\$275.00/hour	\$286.00/hour	\$298.00/hour
Fire Engine (4 personnel)	\$400.00/hour	\$416.00/hour	\$433.00/hour
Incident Command Unit (1 personnel)	\$100.00/hour	\$104.00/ hour	\$109.00/hour
Hourly Training Rate	\$50.00/hour	\$52.00/hour	\$55.00/hour

8. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. The Crowd and Traffic Control Services Agreement, and Fire Prevention and Inspection Agreement entered into by the parties under Wis. Stat. § 42.12 are separate and distinct agreements and not superseded by this Agreement. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.
9. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
10. **SIGNATORIES AUTHORIZED.** The Common Council of the City and the State Fair Park Board have authorized the execution of this Agreement between the parties by their respective signatories.

IN WITNESS WHEREOF, the City and the Board have executed this Agreement.

CITY OF WEST ALLIS

WISCONSIN STATE FAIR PARK BOARD

By: _____

By: _____

Title: Mayor, City of West Allis

Title: CEO, Wisconsin State Fair

Date: _____

Date: _____

**CITY OF WEST ALLIS
RESOLUTION R-2024-0165**

**RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE FORD F-550 XL
TRUCK CHASSIS AND SIMCO 2400 DT DRILL RIG WITH TOOLING FOR A
TOTAL SUM OF \$238,692**

WHEREAS, the Public Works Water Division is in need of replacing a 20 year old drill rig truck #214 / #1667, with a new, more efficient, and functional truck; and,

WHEREAS, the 2024 approved budget includes \$250,000 for the purchase of a new water drill rig truck; and,

WHEREAS, it was determined that Simco Drilling Equipment, Inc. offered required functionality of required drill rig equipment and Simco is the only manufacturer that can fulfill the specifications needed for our unique application; and,

WHEREAS, a proposal has been received by Simco Drilling Equipment, Inc., for furnishing and delivering one water drill rig truck for a total sum of \$238,692 with a 25% down payment due of \$59,673 to place the order for the Public Works Water Division of the City of West Allis; and,

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

WHEREAS, the Common Council deems it to be in the best interest of the City of West Allis that the proposal of Simco Drilling Equipment, Inc. be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated April 5, 2024 by Simco Drilling Equipment, Inc. for a total sum of \$238,692 be and is hereby accepted. Funding source for this purchase has been approved and will be from borrowing which will be charged to Account Number 501-2901-537.70-02.

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-2024-0165” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

City of West Allis

Page 2 of 2

Date 4/5/24

SIMCO DRILLING EQUIPMENT, INC.

Quote RG022224-03

1	Hazardous light package
1	On Deck anti-slip coating over Deck Plate on Drill Platform
1	Drill Platform/Truck Bed (Mounting and includes rear leveling jacks)
1	Ford F-550 Ford F-550 Truck Chassis -Factory Warranty
	4x2, 84" CA, 19,500 GVWR, Gas Engine
	XL Package
1	On Site Operation and Maintenance Training
	Delivery of Rig to West Allis

Deposit: 25% Down and Balance Due Prior To Delivery/Pick Up
\$59,673.00

Warranty: One Year Limited Warranty

Delivery/Pick Up: 14-17 Months

Quote Validity: 30 Days

Total:	\$238,692.00	<i>All prices are subject to change without prior notice due to fuel prices, supply chain increases and/or unforeseen economic circumstances.</i>
	\$238,692.00	
Rig Sales Tax	\$0.00	
Total Price:	\$238,692.00	

Full Name:

Signature:

Date:

Deposit Amount:

Regards,

Ryan Gross

rgross@simcodrill.com (515) 490-3868

**CITY OF WEST ALLIS
RESOLUTION R-2024-0166**

**RESOLUTION TO ACCEPT THE PROPOSAL OF EGELHOFF LAWN MOWER
SERVICE FOR FURNISHING AND DELIVERING SIX (6) GRASSHOPPER 335B
61” RIDE-ON LAWN MOWERS FOR A TOTAL SUM OF \$89,607.41**

WHEREAS, the Public Works Forestry & Parks Division has a need to replace six (6) older ride-on lawn mowers with many maintenance issues with new, more efficient, and functional lawn mowers; and,

WHEREAS, the 2024 approved budget includes \$90,000 for the purchase of new ride-on lawn mowers; and,

WHEREAS, the department has reviewed and tested several other mowing equipment options; and,

WHEREAS, the department selected Egelhoff Lawn Mower Service due to the pricing, reliability and durability mowing on various open spaces; and,

WHEREAS, Egelhoff Lawn Mower Service has provided pricing for six (6) new ride-on lawn mowers for the Public Works Forestry & Parks Division of the City of West Allis utilizing volume pricing and manufacturer’s discounts to achieve lower pricing than that offered by OMNIA Cooperative Contracts; and,

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

WHEREAS, the Common Council deems it to be in the best interest of the City of West Allis that the proposal of Egelhoff Lawn Mower Service be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated March 22, 2024 by Egelhoff Lawn Mower Service for furnishing and delivering six (6) Grasshopper 335B 61” ride-on lawn mowers for a total sum of \$89,607.41 be and is hereby accepted. Funding for this purchase has been budgeted and is available in the 2024 Capital Improvement Program budget in the amount of \$89,607.41. The purchases will be charged to Account Number 352-4301-533.70-03.

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-2024-0166” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0166(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

EGELHOFF LAWN MOWER SERVICE

102 E. FREISTADT RD.
THIENSVILLE WI 53092
262 242 3280

Status: **Quote**
Make
Type

Invoice Number **320684**
Date Created **03/22/2024**
Date **03/22/2024**
P.O. #
Ref. Number

Phone: 414 302 8302 414 302 8811*

CITY OF WEST ALLIS,
7525 W. GREENFIELD AVE.
WEST ALLIS WI 53214 4688

Item Number	Description	Qty	Unit Price	Ext. Price	W	SO
QGR534183	MSERIESRIDER 335/61 -	6	\$15,645.00	\$93,870.00		✖
GR534350	DECK M1300B/EFI 61R INLIEU STD -	6	\$350.00	\$2,100.00		✖
GR534393	SUSP FORK IN LIEU STD - M161 -	6	\$195.00	\$1,170.00		✖
GR533581	SUSP SEAT IN LIEU GRAM 300B -	6	\$805.00	\$4,830.00		✖
GR533551	ROPS FOLD IN LIEU FIXED M1 -	6	\$165.00	\$990.00		✖
GR504091	BUMPER - REAR / M1 300 -	6	\$165.00	\$990.00		✖
GR503326	LIGHT KIT - BEACON - ALL ROPS -	6	\$220.00	\$1,320.00		✖
GR603975	WHEEL&TIRE ASSY REAR W/DP BRGS - 8B & 8	12	\$120.30	\$1,443.60		✖
GR533540	DR TIRE-TWEEL IN LIEU 24" TUR -	6	\$1,310.00	\$7,860.00		✖

THANK YOU FOR ALLOWING US TO QUOTE YOUR FUTURE NEEDS IN
LAWN AND GARDEN EQUIPMENT.

Shipping Charges	Ship Via	Labor	Pickup & Delivery	Shop Materials	EPA Charge Restocking Fee
\$240.00		\$0.00		\$0.00	\$0.00
<div>S/O Items \$114,573.60</div> <div>S/O Shipping</div> <div>S/O Discount \$25,206.19</div> <div>S/O Tax \$0.00</div> <div>S/O Total \$89,367.41</div> <div>S/O Deposit Amt \$89,367.41</div>		Taxable Items \$240.00		Transaction Total \$89,607.41	
		Non Taxable Items \$0.00		Payment Method	
		Tax \$0.00			
		Total \$240.00			
S/O Balance Due: 89607.41		Balance Due \$89,607.41			

**CITY OF WEST ALLIS
RESOLUTION R-2024-0167**

**RESOLUTION TO ACCEPT THE PROPOSAL OF BOBCAT PLUS INC. FOR
FURNISHING AND DELIVERING THREE (3) BOBCAT TOOL CAT
ATTACHMENTS FOR A TOTAL SUM OF \$16,060.75**

WHEREAS, the Public Works Forestry & Parks Division has a need to add additional Tool Cat sidewalk tractor attachments which will enhance our sidewalk ice control plan as well as additional maintenance plans throughout the year; and,

WHEREAS, selected attachments be provided by similar manufacturer consistent with purchased Tool Cat tractors; and

WHEREAS, the 2024 approved budget includes \$18,000 for the purchase of the attachments; and,

WHEREAS, Bobcat Plus Inc. has provided pricing for the three necessary Tool Cat attachments for the Public Works Forestry & Parks Division of the City of West Allis; and,

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated March 20, 2024 by Bobcat Plus Inc. for furnishing and delivering one (1) 62" heavy duty bucket, one (1) 60" V-blade snow plow, and one (1) 32 x 60 snow blower for a total sum of \$16,060.75 be and is hereby accepted. Funding for this purchase has been budgeted and is available in the 2024 Capital Improvement Program budget in the amount of \$16,060.75. The purchases will be charged to Account Number 352-4301-533.70-03.

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-2024-0167" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Product Quotation
Quotation Number: **CB415192**
Quote Sent Date: **Mar 20, 2024**
Expiration Date: **Jun 18, 2024**

Prepared By
Chris Biondo
Phone: 1-262-6176358
Email: cbiondo@bobcatplus.com

Customer
City of West Allis
6300 W MCGEOCH AVE
WEST ALLIS, WI, 53219-1447

Contact

Dealer
Bobcat Plus, Inc, Butler, WI

Item Name	Item Number	Quantity	Price Each	Total
62" Heavy Duty Bucket	7272678	1	1,552.00	1,552.00
	Total for 62" Heavy Duty Bucket			1,552.00
60" Snow V-Blade, 7 Pin	7104861	1	6,095.00	6,095.00
Attachment Control, 7 Pin (5600 D-Series, 5610)	7133350	1	427.75	427.75
	Total for 60" Snow V-Blade, 7 Pin			6,522.75
Snow Blower 32X60	M7046	1	6,982.00	6,982.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7046-R01-C03	1	1,094.00	1,094.00
	Total for Snow Blower 32X60			8,076.00
		Quote Total - USD		16,150.75
		Dealer P.D.I.		100.00
		Destination Charges		460.00
		Dealer Assembly Charges		157.00
		Discount		
		Bobcat discount		-807.00
		Sales total before Taxes		16,060.75
		Taxes		0.00
		Quote Total - USD		16,060.75

Customer Acceptance:

Quotation Number: **CB415192**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

**CITY OF WEST ALLIS
RESOLUTION R-2024-0195**

**RESOLUTION TO UPDATE PUBLIC SWIMMING POOL FEES TO CONFORM TO
STATE LAW**

WHEREAS, Wis. Adm. Code ATCP 76.06 was recently updated to describe public swimming pools by categories and impose a new fee schedule; and

WHEREAS, the West Allis Health Department, as an agent of the state department of agriculture, trade, and consumer protection, is required to adopt its own fee schedule;

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

SECTION 1: **ADOPTION** “Public Swimming Pool” of the City Of West Allis Fee Schedule is hereby *added* as follows:

ADOPTION

Public Swimming Pool(*Added*)

1. Licenses. The operator shall pay the applicable license fee below for each pool for which the operator applies for a new or renewal license.

Type	Fee Amount	Authority
Simple Pool	\$375.00	<u>ATCP 76.06(3)(b)</u>
Simple Pool with Features	\$400.00	<u>ATCP 76.06(3)(b)</u>
<u>Moderate Pool</u>	<u>\$450.00</u>	<u>ATCP 76.06(3)(b)</u>
<u>Moderate Pool with Features</u>	<u>\$500.00</u>	<u>ATCP 76.06(3)(b)</u>
<u>Complex Pool</u>	<u>\$550.00</u>	<u>ATCP 76.06(3)(b)</u>
<u>Complex Pool with Features</u>	<u>\$650.00</u>	<u>ATCP 76.06(3)(b)</u>
<u>Late Fee</u>	<u>\$150.00</u>	<u>ATCP 76.06(3)(c)</u>
<u>Operating without License</u>	<u>\$750.00</u>	<u>ATCP 76.06(3)(e)</u>

2. Inspections.

Type	Fee Amount	Authority
------	------------	-----------

Simple Pool - presinspection	\$250.00	<u>ATCP 76.06(3)(a)</u>
Simple Pool with Features - <u>presinspection</u>	\$275.00	<u>ATCP 76.06(3)(a)</u>
<u>Moderate Pool - presinspection</u>	<u>\$300.00</u>	<u>ATCP 76.06(3)(a)</u>
<u>Moderate Pool with Features - presinspection</u>	<u>\$325.00</u>	<u>ATCP 76.06(3)(a)</u>
<u>Complex Pool - presinspection</u>	<u>\$350.00</u>	<u>ATCP 76.06(3)(a)</u>
<u>Complex Pool with Features - presinspection</u>	<u>\$375.00</u>	<u>ATCP 76.06(3)(a)</u>
<u>Reinspection Fee</u>		
- 1st	<u>\$200.00</u>	<u>ATCP 76.06(3)(d)</u>
- 2nd and subsequent	<u>\$350.00</u>	

3. Reserved.

SECTION 2: **AMENDMENT** “Other Businesses” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Other Businesses

1. Licenses. The health commissioner may collect the following licensing fees, as applicable.

Type	Fee Amount	Authority
Additional pool slide or water slide	\$165.00 per basin (filed by June 30) \$265.00 per basin (filed after June 30)	
Animal Sales and Service License	\$35.00 (filed by June 30) \$50.00 (filed after June 30)	
Body Piercing Establishment License	\$330.00 (filed by June 30) \$430.00 (filed after June 30)	
Body Piercing Establishment	\$198.00	

License - Temporary		
Coin-operated or Self Service Dry Cleaning Machines Permit	\$5.00 per machine	WAMC 9.26
Combination Tattoo/Body Piercing Establishment License	\$385.00 (filed by June 30) \$485.00 (filed after June 30)	
Fitness Center License	\$25.00 (filed by June 30) \$40.00 (filed after June 30)	
Public Swimming Pool License	\$330.00 (filed by June 30) \$430.00 (filed after June 30)	
Senior Center Membership	\$20.00 (resident) \$25.00 (non-resident)	
Tattoo Establishment License	\$330.00 (filed by June 30) \$430.00 (filed after June 30)	
Tattoo Establishment License - Temporary	\$198.00	
Water Attractions License	\$220.00	
Water Attraction License - 2 or fewer pools slides or water slides per basin	\$385.00 (filed by June 30) \$485.00 (filed after June 30)	

2. Inspections.

Type	Fee Amount	Authority
Additional pool slide or water slide Inspection (per basin)	\$150.00 Pre-Inspection \$75.00 1st Reinspection \$150.00 2nd+ Inspections	
Animal Sales and Service Inspection	\$25.00 1st Inspection \$35.00 2nd+ Reinspection	

Body Piercing Establishment Inspection	\$268.00 Pre-Inspection \$103.00 1st Re-Inspection \$103.00 2nd+ Re-Inspections	
Combination Tattoo/Body Piercing Establishment Inspection	\$422.00 Pre-Inspection \$206.00 1st Re-Inspection \$354.1200 2nd+ Re-Inspections	
Fitness Center Inspection	\$50.00 Complaint Inspection \$25.00 1st Reinspection 50.00 2nd+ Reinspection	
Public Swimming Pool Inspection	\$150.00 Pre-Inspection \$150.00 1st Re-Inspection \$300.00 2nd+ Re-Inspections	
Tattoo Establishment Inspection	\$268.00 Pre-Inspection \$103.00 1st Re-Inspection \$103.00 2nd+ Re-Inspections	
Water Attractions Inspection	\$175.00 Pre-Inspection \$100.00 1st Re-Inspection \$200.00 2nd+ Re-Inspections	
Water Attraction Inspection - 2 or fewer pools slides or water slides per basin	\$250.00 Pre-Inspection \$175.00 1st Re-inspection	

	\$350.00 2nd+ Re- Inspections	
--	----------------------------------	--

3. Reserved.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0215**

**RESOLUTION TO APPROVE THE 2023 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, Community Development Block Grant (CDBG) regulations require the preparation of a 2023 Consolidated Annual Performance and Evaluation Report (CAPER); and,

WHEREAS, the Community Development Block Grant Committee of the City of West Allis conducted a public hearing on March 07, 2024; and,

WHEREAS, the Community Development Block Grant Committee, after conducting the public hearing, recommended approval of the 2023 CAPER, of which is hereby attached as Exhibit 1 and 2; and,

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

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program is hereby adopted, subject to any minor corrections, and the Planning & Zoning Manager, or his designee, is hereby authorized to execute and submit the necessary documentation on behalf of the City.

SECTION 1: **ADOPTION** "R-2024-0215" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0215(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Activity Name	HUD Matrix Code	HUD Matrix Code Description	Funded FY 2023 (as approved)	2023 Project to Date Expenditures (to date)	Beneficiary Goal	Beneficiary Achievement
I. ADMINISTRATION (20% Cap of total budget)						
1. Community Development Administrative Costs	21A	Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation. These activities, along with planning activities, are subject to the 20 percent limitation under 24 CFR 570.200(g) and 570.489(a)(3).	\$ 311,100	\$ 95,419	Serving the Community	Administration of the CDA program, responds to HUD, planning activities in LMI neighborhoods, activity monitoring and drawdown
2. Fair Housing Administrative Costs	21D	Fair housing activities carried out as part of general program administration rather than as a public service. These activities are subject to the 20 percent limitation under 24 CFR 570.200(g) and 570.489(a)(3).	\$ 5,702	\$ 5,702	Public and Private school students in the WAWM District	Staff conducted a Fair Housing art contest to wrap a City utility box as a contest winner.
TOTAL PROGRAM ADMINISTRATION FUNDING REQUESTS:			\$ 316,802	\$ 101,121		
II. PUBLIC SERVICE REQUESTS (15% Cap of total budget)						
3. Community Service Officer (CDBG-23-6)	05I	Promotion of crime awareness and prevention, including crime prevention education programs, community-oriented policing programs above and beyond normal staffing levels, installation of security cameras, and paying for security guards serving residents in CT 1001 & 1002 (blocks 1-4).	\$ 40,000	\$ 40,000	7,220 people	The CSO also provided a greater presence at parks, playgrounds, and grade schools in the LMA to deter crime, resolve various issues, and help
4. Graffiti Removal/Abatement (CDBG-23-1)	5V	One-time or short-term efforts to remove trash and debris from neighborhoods. All residents in the LMI will benefit from this program (53,345 persons total). Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal.	\$ 5,271	\$ 4,833	53,345 people	There were a total of 251 graffiti investigations in LMAs during the first half of 2023. All of these were reviewed and followed up by a detective.
5. ERAS (West Central Neighborhood Outreach Program, CDBG-23-2)	05A	Senior Services for 51% of elderly persons (age 60+) LMI limited clientele. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve elderly.	\$ 29,500	\$ 29,500	400 people	56 clients received a total of 1,077 rides (healthcare, other transport, or shopping), 18 clients received yard services, and a total of 259 friendly phone calls.
6. Gang Prevention (CDBG-23-7)	05I	Promotion of crime awareness and prevention, including identification of organized crime members & associates orienting policing investigations above and beyond normal staffing levels, available to all West Allis residents in LMA (53,345 persons).	\$ 19,079	\$ 14,017	53,345 people	There were 637 drug investigations conducted in LMAs in 2023. All of these were reviewed, and followed up on by a drug /gang detective.
7. Liberty Heights Program (CDBG-23-12)	5Z	Multiple groups benefit - funds lifeguard	\$ 10,000	\$ 10,000	3,500 people	1,100 people were served in the wading pool, over 2,225 were served through the summer meals program at the park, and over 1,000 were served through the other events and activities.
8. WAFD Healthy/Safe Homes Initiative (CDBG-23-22)	05M	Services to reduce the preventable risk to households that do not have working smoke alarms in them. This award will be used to purchase 10-year sealed, smoke/CO combination alarms. WAFD will be able to identify neighborhoods that are known to have a higher than normal fire risk, along with a low-income status. With the amount of \$10,000, the West Allis Fire Department would be able to purchase approximately 200 combination alarms.	\$ 10,000	\$ 10,000	200 Low to Moderate income households	As of 12/31/2023, 166 households have had smoke/CO alarms installed as a result of CDBG funding. The West Allis Fire Department's Bureau of Fire Prevention had been able to install smoke/CO detectors in 166 households during 2023.
9. Family Resource Center Supporting Families Strengthening Communities (CDBG-23-18)	05L	Services that will benefit children (generally under age 13), including parenting skills classes.	\$ 20,000	\$ 20,000	250 people	A total of 235 people participated in the program. 34 people participated in the Parent-to-Parent Workshops; and 57 people participated in our Summer Park Passport

10. WISH Program (Domestic Violence Support Group, CDBG-23-8)	05G	Services for victims of domestic violence, dating violence, sexual assault or stalking.	\$ 10,270	\$ 10,270	50 people	WISH has served 30 women and 43 children over 50 weeks as of date December 31, 2023
11. WRTP/Big Step (CDBG-23-20)	05H	Assistance to increase self-sufficiency, including literacy, independent living skills, resume writing, job coaching, "how to get and keep a job" training, or training students in a particular field on skill when there is no tie to a specific position or business.	\$ 21,300	\$ 21,300	35 people	Primary goal to provide services and pre-apprenticeship training to 35 West Allis residents. A total of 26 were served.
12. Milwaukee County Homeless Outreach (CDBG-23-21)	03T	Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance. Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T activities are included in the calculation of the Public Services cap.	\$ 25,000	\$ 11,368	40 people	A total of 159 contacts with individuals and 26 incidents of overnight shifts occurring in West Allis and the adjacent area.
13. WAFD Community Care Coordinator	05F	This project will provide low/moderate income residents education and resources required for them to better manage their healthcare and improve their social determinants of health (SDOH). If the services are provided for a specific client group, the matrix code for that client group may be used instead.	\$ 25,843	\$ -	100 people	Activity still in progress. Changes in 2023 staffing placed the program on-hold.
14. Vermin Abatement (CDBG-23-9)	05M	Task force created and is conducting educational campaigns and has contracted pest control services (LMI area).	\$ 10,000	\$ 7,735	13,460 people	101 rodent bait stations were placed in three different neighborhoods per a contracted rodent baiting program with Orkin pest
TOTAL PUBLIC SERVICE FUNDING REQUESTS:			\$ 226,263	\$ 169,023		

Activity Name	HUD Matrix Code	HUD Matrix Code Description	Funded FY2023		Beneficiary Goal	Beneficiary Achievement
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III. HOUSING REHABILITATION

17. Housing Rehabilitation Management (CDBG-23-3)	14H	Rehabilitation: Administration - All delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing and underwriting; survey, site and utility plans; application processing.	\$ 28,750	\$ 25,306	10 people	Assisted 5 single family homes and 0 multi-family units. Processed 16 application and managed a loan portfolio consisting of 106 loans.
18. Housing Rehabilitation Single Family Loan Program (CDBG-23-4)	14A	Rehabilitation: Single-Unit Residential - Rehabilitation of privately owned, single-unit homes.	\$ 104,651	-	10 people	Program in progress. Prior years funds spent in 2023- with 2023 funds being spending in FY2024.
19. Housing Rehabilitation Multi-Unit Loan Program (CDBG-23-5)	14B	Rehabilitation: Multi-Unit Residential - Rehabilitation of privately owned buildings with two or more permanent residential units.	\$ 25,000	-	10 people	No duplex homes were rehabilitated or beneficiaries to report on in 2023. This budget may be shifted to fund SF rehab.
TOTAL REHABILITATION FUNDING REQUESTS:			\$ 158,401	\$ 25,306		

Activity Name	HUD Matrix Code	HUD Matrix Code Description	Funded FY2023		Beneficiary Goal	Beneficiary Achievement
IV. ECONOMIC DEVELOPMENT REQUESTS						
20. Economic Development Loan Program (CDBG-23-17)	18A	Financial assistance to private for-profit businesses to (for example) acquire property, clear structures, build, expand or rehabilitate a building, purchase equipment, or provide operating capital. Forms of assistance include loans, loan guarantees, and grants.	\$ 229,322	\$ 76,000	To create or retain 25 jobs for LMI individuals.	6 business assisted in 2023 with loans ranging from 25,000 to 200,000. Remaining balance to be used.
21. Micro Enterprise Technical Assistance-WWBIC (CDBG-23-14)	18C	Financial assistance, technical assistance, or general support services to owners and developers of microenterprises. A microenterprise is a business with five or fewer employees, including the owner(s). The activity must be designed to exclusively serve microenterprises. To date 26 clients to date of which 15 are LMC.	\$ 65,000	\$ 65,000	38 people	29 LMI individuals have received services through WWBIC whether it be technical assistance, business counseling, financial training, or access to capital.
22. Commercial Façade Improvement Program (CDBG-23-16)	14E	Rehabilitation of commercial/industrial property. If the property is privately owned, CDBG-funded rehab is limited to: Exterior improvements (generally referred to as "façade improvements"). Correction of code violations.	\$ 70,000	\$ 40,000	3 businesses assisted	2 businesses received commercial facade loans in FY2023. Program has a total of 4 loans pending approval.
TOTAL ECONOMIC DEVELOPMENT FUNDING REQUESTS:			\$ 364,322	\$ 181,000		
Activity	HUD Matrix Code	HUD Matrix Code Description	Funded FY2023		Beneficiary Goal	Beneficiary Achievement
V. PUBLIC FACILITIES						
23. Street Beautification (Tree & Shrub Planting) (CDBG-23-10)	03N	Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs. Also use 03K: For improvements that include landscaping, street lighting, and/or street signs (commonly referred to as "streetscaping").	\$ 48,700	\$ 19,145	45,960 people	Activity complete-program administering department received additional funding besides CDBG.
24. Exterior Code Enforcement Program (CDBG-23-11)	15	Salaries and overhead costs associated with property inspections and follow-up actions (such as legal proceedings) directly related to the enforcement (not correction) of state and local codes.	\$ 191,000	\$ 161,154	53,345 people	5,486 inspections (initial and follow up) were conducted & 4,767 cases have been resolved.
25. Pedestrian Improvements	03K	Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs.	\$ 104,396	\$ 176	Rapid implementation project to improve downtown West Allis walkability and traffic safety.	Activity in progress to be completed Mid-May 2024.
TOTAL PUBLIC FACILITIES REQUESTS:			\$ 344,096	\$ 180,475		
FY2023 TOTALS			\$ 1,409,884	\$ 656,925		
FUNDING CATEGORIES			FY23 Approved Funding	FY23 Expenditures		

2023 CAPER NARRATIVES

CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

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

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

An adjustment was made to the PR 26 Financial Summary to reflect a lower amount of CDBG expenditures (-\$465.06) based on the detailed drawdowns from the PR 05 and the Line Detail expenditures from the PR 26. We could not identify the reason for this discrepancy but based the change on the actual draws made during 2023.

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

Table 1: Expenditures for Program Year 2023

Goal 1: Housing **2023**: \$22,709.02, **2022**: \$82,971.60, **2021**: \$41,868.60 = Total: \$147,549.22

Code Enforcement **2023**: \$151,785.71 = Total: \$151,785.71

Goal 2: Public Services **2023**: \$163,968.69, **2022**: \$17,850.04, **2021**: \$2,983.03 = Total: \$184,821.76

Goal 3: Public Facilities **2023**: \$29,924.74, **2022**: \$19,124.74, **2021**: 197,379.59, **2020**: \$827.67, **2017**: \$8326.80 = Total: \$255,583.28

Goal 4: Econ Development **2022**: \$150,000, **2021**: \$95,802.22, **2019**: \$108,851.14, **2018**: \$91148.86, **2016**: \$50,000 = Total: \$495,802.22

Goal 5: Admin/Planning **2023**: \$204,796.99 = Total: \$204,796.99

Total Expenditures 2023: **\$1,440,339.78**

Table 2: Expenditures Strategic Plan to Date

Goal 1: Housing **\$ 700,590.02**

Goal 2: Public Services \$ **565,751.66**
Goal 3: Public Facilities \$ **916,212.84**
Goal 4: Economic Development \$ **1,105,413.99**
Goal 5: Admin/Planning \$ **667,090.38**

2023 Expenditures by Projects:

Housing:

2023: \$22,709.02, **2022:** \$82,971.60, **2021:** \$41,868.60 = Total: \$147,549.22

Code Enforcement:

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Economic Development:

2022: \$150,000, **2021:** \$95,802.22, **2019:** \$108,851.14, **2018:** \$91148.86, **2016:** \$50,000 = Total: \$495,802.22

Admin/Planning :

2023: \$204,796.99 = Total: \$204,796.99

Total Expenditures 2023: \$1,440,339.78

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Assure access to services for targeted populations	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	400183		51960	74322	143.04%
Assure access to services for targeted populations	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	82		0	42	
Assure access to services for targeted populations	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Develop economy and employment	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	0	3		3	1	0.00%
Develop economy and employment	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	0	27		20	0	135.00%

Develop economy and employment	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	82		38	0	94.74%
Improve/develop infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	246026		42590	82,455	252.55%
Provide services for LMI population	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0			53,000		
Increase supply of standard affordable housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit		10		10	3	10.00%
Increase supply of standard affordable housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0		53345	53345	100.00%
Provide strong program planning and administration	Administration	CDBG: \$	Other	Other	0	1		60000	60000	100.00%

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

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

West Allis's #1 and #2 goals are to redevelop abandoned/underutilized industrial sites by removing barriers to sustainable development and planning for improved neighborhoods and eliminate slum and blighting influences. In 2023, work began on the construction of a new 247-unit apartment housing project in partnership with 3 Leaf Partners on the site of the former Clark Oil Headquarters. Staff also worked to address several ideal and abandoned commercial properties located throughout the City. One site in particular, a former restaurant, Crowdaddy's, is being converted into housing where the site will provide 21 units, as a spot blight activity. The Economic Development Team is looking to leverage the Commercial Façade Grant and Economic Development loan to address the poor condition of the property. Additional Commercial Façade projects included LA Pub and Grill-a restaurant, Unit Forgings-an engineering & manufacturing company, and Quality Tool and Die-which is being converted into commercial office space.

Much of 2023 was community planning for additional housing opportunities within the city. The team explored and continues to encourage developers to consider HOME, project-based vouchers, or tax credit housing into their visioning for West Allis opportunities. The city continues to explore the utilization of CDBG dollars on the "block" level through the funding of potential neighborhood groups, direct neighborhood improvements (i.e., connections, parks, employment opportunities) and community building within the City's LMA's. The City acquired a vacant social/entertainment property in a challenging neighborhood, at 69TH & Beloit Rd., to be demolished and a new three-bedroom single family home will be built utilizing HOME funds from Milwaukee County. In addition, the City entered into a partnership with the school district for a historical rehabilitation project of Longfellow Elementary School, which will become an affordable rental community utilizing project-based vouchers and tax-credits. The city is also exploring adding CDBG funds for a park on this site at project completion. As a continuing development of the project in 2024 the city rezoned the property for high density resolution housing. In 2023, the city also worked on addressing an aging park pavilion and a repositioning of a neighborhood park into an inclusive park for the neighborhood. Liberty Heights Park Pavilion project design, budget, and MOU have been solidified and project bidding is in process.

West Allis's #3 and #6 goals are to address the needs of low-moderate income neighborhoods by reducing crime through awareness programs, planning for improved neighborhoods, improving the conditions of neighborhood parks, and improving and developing the infrastructure for public facilities, and delivery and provision for providing social services or outreach programs. Activities such as Community Service Officer, Graffiti Removal and Gang Prevention allowed for additional public safety resources that would not otherwise be available to LMI neighborhoods without the use of CDBG funds. The Family Resource Center provided child daycare and structured workshop/activity services to 235 individuals. The Frail Elderly Home Service/Neighborhood Outreach Program (Eras-Senior Network) activity provided services to 300 older adults, allowing them to remain at home through services such as one-way rides, home chores/repairs, in-person visits, shopping trips, etc. The

Police Department was also able to provide domestic violence, through an online format, support services to 30 adults and 43 children in 2023 through WISH, a public service program assistance participant who are or have faced domestic violence. Additionally, the City funded WRTP/Big Step assisting 26 LMI individuals who are unemployed or underemployed with job search assistance.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	620
Black or African American	61
Asian	11
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	0
Total	696
Hispanic	8
Not Hispanic	688

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

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

This CR-10 Table does not include choices for all of the Races entered into the LMC, LMH and LMJ Activity Setups for 2023 Activities. Therefore, we are reporting in the Narrative the information for those races not included in the Table but were recorded as beneficiaries in 2023 activities. The Hispanic/Not Hispanic data is for all of the beneficiaries (757) reported on in CR-10.

Other - 61

The income level of beneficiaries reported in LMC, LMJ, and LMH activities for 2023:

Extremely Low	411
Low	198
Moderate	136
Non-LMI	<u>12</u>
	757

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,974,369.87	1,440,339.78

Table 3 - Resources Made Available

Narrative

An adjustment was made to the PR 26 Financial Summary to reflect a lower amount of CDBG expenditures (--\$465.06) based on the detailed drawdowns from the PR 05 and the Line Detail expenditures from the PR 26. We could not identify the reason for this discrepancy but based the change on the actual draws made during 2023.

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

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Admin/Planning :

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Total Expenditures 2023: \$1,440,339.78

Identify the geographic distribution and location of investments

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

Table 4 – Identify the geographic distribution and location of investments

Narrative

West Allis has an established geographic area where 51% of the population is composed of LMI individuals, identified as the "planned geographic distribution" of CDBG investments. Several activities cover this large geographic area with 45,960 people being beneficiaries, including: Graffiti Removal, Gang Prevention, Tree & Shrub Beautification, and Code Enforcement. Other LMA activities cover smaller areas with only a few block groups being served. Several other activities benefitted LMC clientele, all West Allis residents.

Leveraging

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

The City worked to address the blight or aging of commercial properties at various locations in the city.

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	0	1
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	1

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	3
Number of households supported through Acquisition of Existing Units	0	0
Total	0	3

Table 6 – Number of Households Supported

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

Goals were identified in 2023 AAP. In 2023, no new affordable single-family homes were completed or sold by year's end with HOME funds. However, prior year funds were utilized to rehab a total of (9) single family homes and 2023 Single Family Rehab funds were not fully utilized due to funds being approved late in 2023 as well as there were material and contractor availability issues. Not having the funds in time for construction/home rehab season results in delayed results. Further, supply chain issues continue to impact the completion of projects or inflation has severely impacted project budgets. In addition, several more applications were received, but did not meet the City's underwriting criteria. West Allis advertises our housing rehab loan program to include loans for "architectural barrier" removal for persons with disabilities. Applications for this type of rehab loan are minimal.

Discuss how these outcomes will impact future annual action plans.

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

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	411	0
Low-income	198	0
Moderate-income	136	0
Total	745	0

Table 7 – Number of Households Served

Narrative Information

There were 12 non-moderate-income households assisted in 2023. That would bring the total assisted to 757 households.

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

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of West Allis was the first PHA in the Milwaukee-Waukesha MSA and possibly the first in the State to establish a preference for "homelessness" households applying for our HCV wait list. This preference was established in 2013 and has been in place for three openings of our HCV waitlist (2013 and 2015 and 2021). In 2023, our HCV waitlist, through Open Enrollment, added an additional preference of a year-round continuously open homeless housing referral partnership with Milwaukee County Continuum of Care (CoC). West Allis works with Milwaukee County Homeless Outreach has formed collaborative efforts with the FIRE and Police Departments to address homeless issues as well as relationships with community groups to work together to meet individual needs (food pantries, street angles, etc.) Additionally, the City of West Allis administers one of the largest HUD-VASH programs in the State of WI through which 129 formerly homeless Veterans have been able to identify safe, decent, and affordable housing in West Allis. Furthermore, West Allis maintains two active Homeless Management Information System (HMIS) user licenses and voluntarily enters our allocation of VASH VOs in the HMIS.

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

West Allis does not have the organizational structure, being a city of 60,000, to target, monitor, nor run programs for homelessness. West Allis relies on our ties with the CoC and Milwaukee County to direct

those in need of services that are unable to be provided services in or by West Allis. Staff provide consultation to inquire individuals on where to apply or to whom to contact. Staff also have ties to the West Allis-West Milwaukee school district homeless prevention staff and directs families to that contact when necessary.

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

As a member of the local Continuum of Care (CoC) Board of Directors, a City of West Allis Mayoral appointee participates in and influences many of the decisions related to ending homelessness across all demographics in Milwaukee County. Additionally, the City of West Allis actively enters both our own allocation of Veterans Administration Supportive Housing (VASH) Vouchers in the Homeless Management and Information Systems (HMIS) database to assist with identifying trends and ensuring that the needs of Veterans is being met. The City of West Allis is also actively represented as a member of the State of Wisconsin HMIS Advisory Board. The City of West Allis was the first large PHA in Wisconsin that has a “homeless” preference for Housing Choice Voucher (HCV) applicants. This preference was introduced prior to the opening of our 2013, 2015, 2021 waitlists-and in 2023 introduced the continuously open (CoC) referral waiting list. The City of West Allis’ active use of a homeless preference coupled with an active use of the HMIS database better ensures that we are able to identify and house homeless families. Further, The City of West Allis actively works with the Milwaukee County Housing Division to ensure that families are connected with the appropriate social services with housing being identified as the most pressing need. While these families may not “lease up” in the City of West Allis many do access safe, decent, and affordable housing along with access to the resources necessary to maintain it. In 2023 the City of West Allis was able to house 46 individuals presented as homeless or with a history of homelessness. To ensure that families can find available housing options, a computer kiosk is maintained in the Housing offices that assists families search for units online. Landlords also list available units both in the City’s Housing Office and on the City of West Allis website.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing.

West Allis does not have any public housing, however the Community Development Authority of the City of West Allis acts as the PHA and has approval of 638 Housing Choice Vouchers, of which 178 are VASH for homeless veterans. Through the administration of these 638 HCVs, West Allis addresses as many low-income housing needs as possible with the limited number of vouchers that have been awarded by HUD, by offering rent assistance to up to 638 individuals. The rent assistance program provides a subsidy, based on the household's income, that helps pay a household's rent. The City of West Allis also is part owner of a 104-unit affordable housing development that provides housing to seniors. In order to preserve this 1940's affordable housing complex, the city successfully applied in 2011 to WHEDA for tax credits.

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

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

Actions taken to provide assistance to troubled PHAs.

The Community Development Authority of the City of West Allis (the PHA) is in good standings with HUD and is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

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

West Allis's zoning code is very flexible when it comes to allowing multi-family developments and allows duplexes to be rebuilt on a previously platted lot even if the plot of land is nonconforming to today's codes. West Allis's fees and charges are no higher than surrounding communities. West Allis is a completely-built-up community, so there are no growth limitations, and the city actually encourages dense development. The city has 18 Tax Increment Finance Districts, of which some are home to affordable housing developments. The City utilizes a portion of its HOME funds to construct new affordable single family lots on 30 by 100 ft. lots. Zero new homes were completed and sold in 2023.

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

West Allis provides funding to various Public Services activities which address obstacles to meeting underserved needs. The Frail Elderly Home Services – West Central Interfaith program provided outreach services to 300 elderly individuals, of which over 89% were either low-income or extremely low-income. These individuals received services such as referrals, advocacy, and transportation to grocery shopping, home chore/repair assistance, etc. The WISH activity (domestic violence support group) provided support to 30 adults and 43 children underserved beneficiaries who were in need of supportive services during a very difficult time in their lives (96% LMI). The Family Resource Center activity provided structured workshops, playgroup activities, and resource/referral services to a total of 235 (90% LMI) individuals in 2023. The program pivoted based on COVID and conducted virtual meetings and items for work groups. Since then, based on these virtual meetings, online participation of families increased by 50%.

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

Upon initial inspection for homebuyer and rehabilitation loan programs, all deteriorated paint surfaces are identified as lead hazards. Correction of any identified lead hazards is incorporated in the scope of work and correction of these hazards is a mandatory part of these programs. The City of West Allis verifies that all contractors working with our rehabilitation loan program have a current Lead Company certification, as required by state law. If lead abatement is required, lead abatement certification must be submitted prior to contracts being signed. The health department performs lead dust clearance testing after completion of any work disturbing a painted surface. Staff provides all applicants for assistance the standard lead notifications depending on the scope of the project.

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

WWBIC micro-enterprise assistance, which provided technical assistance to owners of and persons developing micro-enterprise businesses. This program provided skills training to 44 individuals who own or want to own a small business, allowing them the sufficient skills needed to produce cash flow for their business, avoiding financial crises and possibly increase one's income. West Allis continued with its housing rehab loan program, providing low-interest or zero interest loans to low- and moderate-income homeowners. This program allows household members to remain in their homes by providing financial assistance for necessary home repairs. The program offers loans at rates lower than the private sector and prevents low-income households from living in substandard conditions.

West Allis also continued with its economic development loan program, requiring new job creation for low-moderate income individuals, providing job opportunities to households who may be at a poverty-level prior to their new job hiring.

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

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

The CDBG Program for the City of West Allis is administered through the Planning and Zoning Program. The goal of the city is to form a strong, well-defined civic infrastructure. A 2023 underway activity include the Downtown West Allis Pedestrian Improvements between (W. Greenfield Ave. S. 70th St. to S 76th St.) where rapid implementation to improve walkability and traffic safety by installing shortened cross walk distances and delineator posts improving paint markings. The idea is addressing difficult and dangerous crosswalks for pedestrians and overall reducing Downtown West Allis's 3 most dangerous intersections-out of 25 within the City. In 2023 no bids were received for the project, however the bidding process reopened in February 2024, installation begins in April 2024, project completion is expected in July 2024.

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

West Allis participated in webinars or virtual conferences on housing, planning, development, or other programs related to the strategies of the City's CDBG Consolidated Plan. Discussions started with Milwaukee County and Developer about creating affordable senior housing. During 2023, the City

worked with Milwaukee County on addressing the issues of homelessness in West Allis by building collaboration efforts with the West Allis Fire, Police, and Health Dept. West Allis also continues a strong and open relationship with several local social service agencies, such as Family Resource Center, WWBIC and ERAs, all of whom are funded by West Allis CDBG funds under public service and economic development activities. This continuous effort is also part of the Housing Department's- Housing Choice Voucher Family Self-Sufficiency Program. Throughout 2023, the city supported efforts of KIVA by providing matching grant assistance for individuals to help grow or expand a businesses.

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

The Milwaukee HOME Consortium completed an analysis of impediments in 2020 and West Allis is currently a participant in the Regional AI (or version of) with Milwaukee County, the City of Milwaukee, the City of Wauwatosa and Waukesha County. The City of Milwaukee Grants Administration was the lead agency for the AI. The 2020 report made recommendations in addressing the impediments to Fair Housing. West Allis is planning to effectively address several of these recommendations through use of the CDBG, Section 8 and VASH Vouchers, and HOME funds.

In 2023 the City of West Allis actions taken to ensure measures of Fair Housing were implemented include partnering with Housing for All, LLC to redevelop as historical site in the city to implement Project Based Vouchers. Provide Housing Choice Vouchers Program participants with resources to Rent Smart, a free online renter readiness training course. Create payment plans between Section 8 tenants and landlords preventing instances of eviction or covering damage mitigation fees. In addition, the HCV-Family Self Sufficiency Program partnered with Community Advocates, a non-profit organization, to provide credit rebuilding courses for participants. Finally, the Section 8 staff provide training on Fair Housing at the annual Landlord Symposium hosted by City's Police Department.

Given the complexity of affirmatively furthering fair housing choice, outside factors affecting the Collaborative members' staff workload, and resource limitations facing the Collaborative members, AREA, Inc., and members of the Collaborative have identified several key recommendations for initial priority actions that will help establish a framework for full implementation over time.

These recommendations are:

- Develop benchmarks for creating a regional fair and affordable housing strategy.
- Address the housing, jobs, transit mismatch.
- Increase the public's understanding of fair housing and interaction with diverse groups.

On at least an annual basis, the members of the Collaborative will report their progress in implementing these and other recommendations found in Section XI. The members of the Collaborative have developed a detailed dashboard, which will be established on a shared, online platform to enable the Collaborative to coordinate and implement actions efficiently to address each impediment. The

dashboard that was developed by a consultant to several members of the Collaborative will enable each Collaborative member to track its individual progress as well as the group's overall progress.

CR-40 - Monitoring 91.220 and 91.230

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

West Allis has developed and implemented a system for monitoring the expenditure of CDBG and HOME funds and to ensure attainment of its CDBG and HOME program objectives. It has also developed an annual monitoring strategy for managing all activities, and those organizations which deliver them to the city. All non-governmental Community Development Block Grant (CDBG) sub recipients sign sub grantee agreements, and all governmental CDBG sub recipients sign intergovernmental agreements that enumerate program requirements. Monitoring consists of both desk and on-site reviews. On-site reviews consist of periodic site visits which will include an in-depth review of agency, project, and client files.

Desk monitoring takes place twice a year, when all sub recipients are required to submit a semi-annual report to staff in July, and an annual report in January. Findings of non-compliance are followed through to resolution, and a sub recipient's performance record enters into subsequent funding determinations. The city monitors its own performance through Development Department and Finance Department staff, including the timeliness of project implementation to ensure compliance with HUD's timeliness standards.

Monitoring Activity

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

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

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

The City of West Allis follows HUD's citizen participation guidelines for an Annual Action Plan, Consolidated Plan and Consolidated Annual Performance and Evaluation Report.

In 2023, steps utilizing the HUD conditional waivers were utilized that permitted online postings and virtual public participation. Staff followed the general steps: (1) publication in City's official newspaper, emails to CDBG "solicitation" list, posting in City buildings, and posting on City website seeking public comment and ideas in developing goals and projects for the next year's funding; (2) hold public comment meeting; (3) publication in City's official newspaper, emails to CDBG "solicitation" list, posting in City buildings, and posting on City website that the City is accepting/soliciting for applications for the next year's funding; (4) public hearing at Block Grant Committee meeting to consider all proposals submitted for the next year's Annual Action Plan(conducted virtually during a Zoom Common Council meeting, broadcasted on YouTube as well; (5) review/approval of Annual Action Plan by Common Council; (6) notice of making the Annual Action Plan available for review and public comment; (7) notice to public of a Finding of No Significant Impact on the Environment.

No Public Comments were received.

Staff followed general steps necessary to solicit comments on the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) including posting of CAPER results on City website seeking public comments for a total of 15-days beginning March 7, 2024 through March 22, 2024, notices of that posting, notices of date and location of public comment meeting. No Public Comments were received during this time frame.

CR-45 - CDBG 91.520(c)

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

For the 2023 reporting period requested there were no changes to PJ's objectives.

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

No

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

CR-45 - CDBG 91.520(c)

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

For the 2023 reporting period requested there were no changes to PJ's objectives.

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

No

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

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPW A	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPW A	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding childcare.	0				
Assisted residents to apply for or attend community college or a four-year educational institution.	0				
Assisted residents to apply for or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				

Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

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

2024 Citywide Revaluation

City of West Allis Assessor's Office



Assessment vs. Appraisal



Assessed value is the amount your local government thinks your property is worth. Used to determine property taxes for multiple properties.



Appraised value is the amount a professional appraiser thinks your property is worth. Typically used by lenders when considering a loan application for a single property.



What is a Revaluation?

- The mass appraisal of multiple properties within the City.
- The basic objective is to achieve equity in assessments so each property bears its fair share of the property tax burden.
- A revaluation isn't meant to raise more taxes.

Why is a revaluation needed?

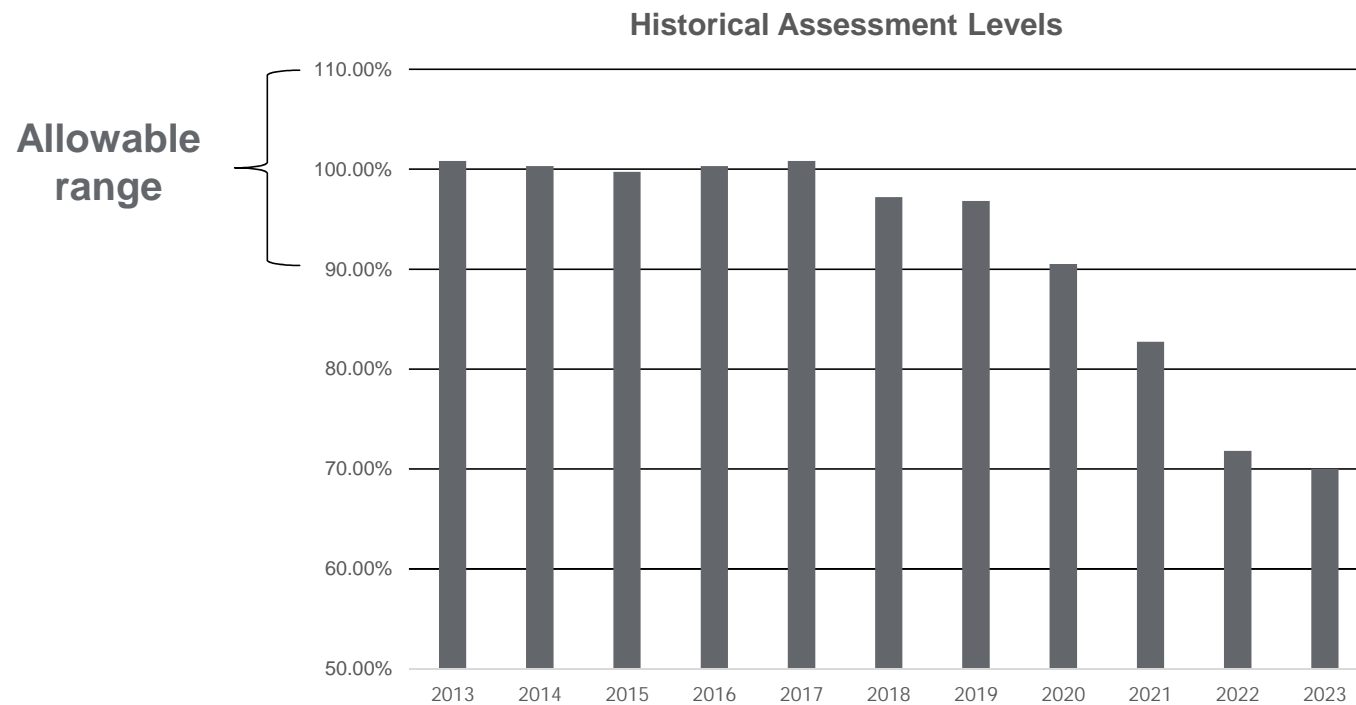
- **State law mandates** that the assessed value of each main type of property in a tax district should be within 10% of its full value and assessed at least once every five years. Tax bills are based on these assessed values.
- The Wisconsin Department of Revenue (DOR) calculates the assessment level for each property type yearly and shares the details with municipalities.

Assessed Value Land 25,700	Ass'd. Value Improvements 148,100	Total Assessed Value 173,800	Ave. Assmt. Ratio 0.6641
Est. Fair Mkt. Land 38,700	Est. Fair Mkt. Improvements 223,000	Total Est. Fair Mkt. 261,700	<input type="checkbox"/> A Star in this box means Unpaid Prior Year Taxes

Why is a revaluation needed?

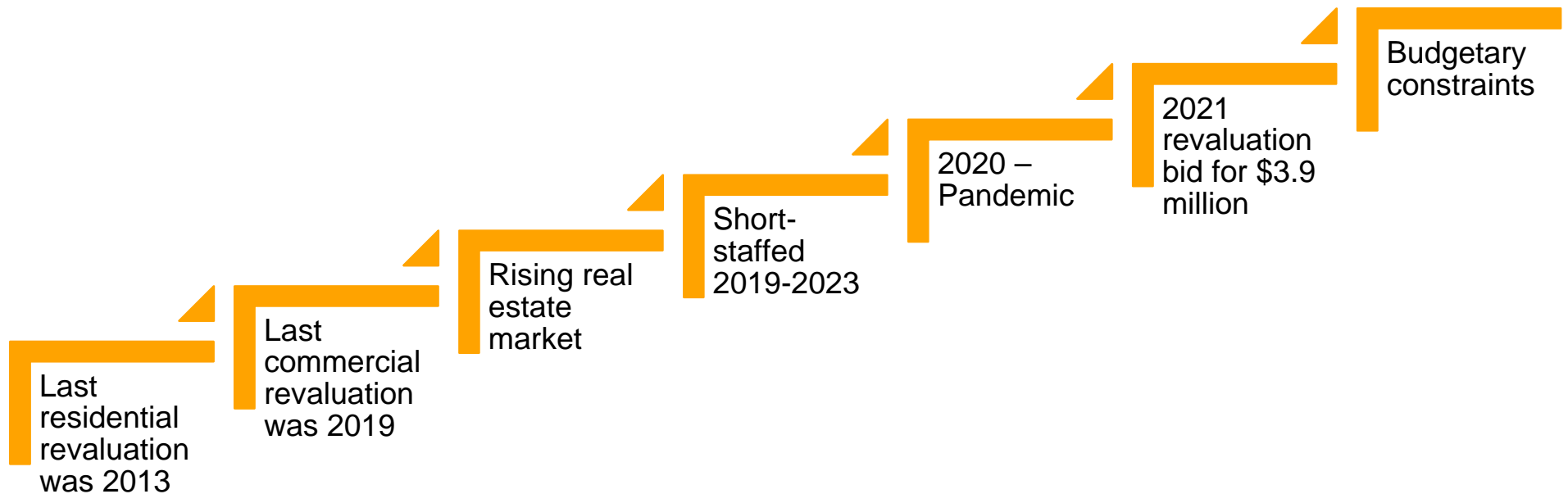
- If a municipality doesn't meet these standards for six years in a row, the DOR will require a revaluation in the seventh year. The DOR manages and oversees this process, and the municipality is responsible for covering the costs.
- To bring assessed values in sync with the real estate market.

Why is a revaluation needed?



State law requires assessed values be within 10% of full value. That is a range from 90% to 110%.

City of West Allis Revaluation: History



Revaluation Timeline

2023

- Preparatory work began in summer

Jan. 1, 2024

- New values in effect

April 19, 2024:

- Notice of change in assessment were mailed

May 6 – 10, 2024

- Open Book will be held

May 22, 2024

- Board of Review
- Objection to the assessment must be done during this time and will not be considered at any other time.

December 2024

- The 2024 assessed values will be used to calculate tax bills sent in December.

The Impact of a Revaluation



Impact of a Revaluation on Tax Bills

Tax Levy

Total
Assessed
Value

Tax Rate

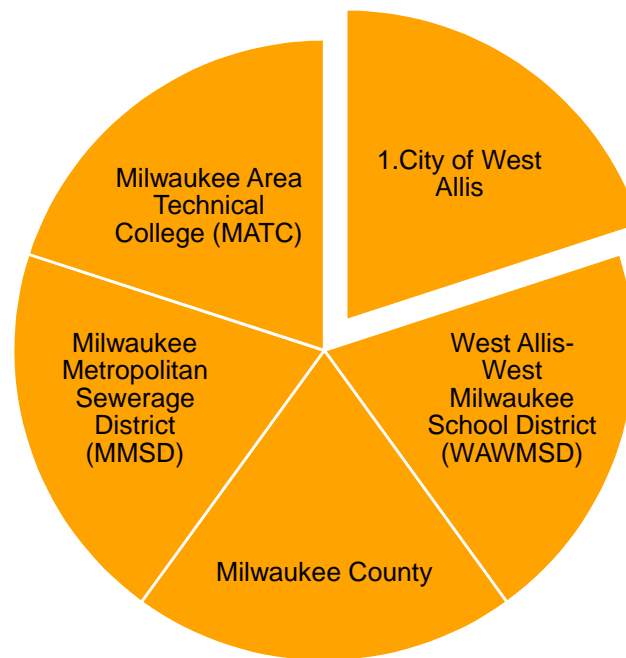
Property
Tax Bills

10



Tax Levy

- The annual tax levy is comprised of the annual budgets of five taxing jurisdictions, which include:



Tax Levy

For this presentation, we'll use made-up budget figures and property values. The total annual levy for all five taxing jurisdictions is \$125,000.

Example: Annual Budgets of Taxing Jurisdictions	
City	\$50,000
School	\$50,000
County	\$12,500
Sewerage District	\$6,250
Technical School	\$6,250
	\$125,000

12



Total Assessed Value

For this example, the community has five properties. Below are the assessed values for each property. Total assessed value of the community is \$5,000,000.

Property	Use	Assessed Value
1	Single-Family Residence	\$200,000
2	4-Unit Apartment	\$550,000
3	Fast-Food Restaurant	\$1,000,000
4	Office Building	\$1,250,000
5	Industrial Building	\$2,000,000
Total Assessed Value =		\$5,000,000



Calculation of Tax Rate

- The formula to calculate the tax rate is total levy divided by total assessed value.
- Total levy \$125,000 / total assessed value \$5,000,000 equals a tax rate of 2.5%.

Total Budget "Levy"	\$125,000
Total Assessed Value	\$5,000,000
Tax Rate = Levy / Total Assessed Value	2.50%



Property Tax Bills

To calculate the tax bill for each property, the tax rate is applied to the assessed value of each property. As you can see the total taxes collected (\$125,000) equals the total tax levy (\$125,000)

Property	Use	Assessed Value	Percent of Total Value	Tax Rate	Tax Bill	Percent of Total Levy
1	Single-Family Residence	\$200,000	4%	2.50%	\$5,000	4%
2	4-Unit Apartment	\$550,000	11%	2.50%	\$13,750	11%
3	Fast-Food Restaurant	\$1,000,000	20%	2.50%	\$25,000	20%
4	Office Building	\$1,250,000	25%	2.50%	\$31,250	25%
5	Industrial Building	\$2,000,000	40%	2.50%	\$50,000	40%

Total Assessed Value = \$5,000,000

\$125,000



Different Revaluation Scenarios



Revaluation in a Rising Market

In this scenario, assessed values have doubled in value from \$5,000,000 to \$10,000,000.

The tax levy remained the same and the tax bill amount for each property stayed the same. What changed is the tax rate, which went from 2.5% to 1.25%

Property	Use	Assessed Value	Tax Rate	Tax Bill	Change in Tax Bill
1	Single-Family Residence	\$400,000	1.25%	\$5,000	\$0
2	4-Unit Apartment	\$1,100,000	1.25%	\$13,750	\$0
3	Fast-Food Restaurant	\$2,000,000	1.25%	\$25,000	\$0
4	Office Building	\$2,500,000	1.25%	\$31,250	\$0
5	Industrial Building	\$4,000,000	1.25%	\$50,000	\$0

Total Assessed Value = \$10,000,000 \$125,000



Revaluation in a Declining Market

In this scenario, assessed values have declined by 50% in value from \$5,000,000 to \$2,500,000.

The tax levy remained the same and the tax bill amount for each property stayed the same. What changed is the tax rate, which went from 2.5% to 5.00%

Property	Use	Assessed Value	Tax Rate	Tax Bill	Change in Tax Bill
1	Single-Family Residence	\$100,000	5.00%	\$5,000	\$0
2	4-Unit Apartment	\$275,000	5.00%	\$13,750	\$0
3	Fast-Food Restaurant	\$500,000	5.00%	\$25,000	\$0
4	Office Building	\$625,000	5.00%	\$31,250	\$0
5	Industrial Building	\$1,000,000	5.00%	\$50,000	\$0

Total Assessed Value = \$2,500,000 \$125,000



Revaluation in a Shifting Market

In this scenario, all property types increased in value but at different rates, causing a shift in the tax burden from one class of properties to another.

Property	Use	Assessed Value	Percent of Total Value	Tax Rate	Tax Bill	Change	Percent of Total Levy
1	Single-Family Residence	\$265,000	3%	1.25%	\$3,303	-\$1,697	3%
2	4-Unit Apartment	\$650,000	7%	1.25%	\$8,125	-\$5,649	7%
3	Fast-Food Restaurant	\$2,015,000	20%	1.25%	\$25,000	\$112	20%
4	Office Building	\$2,500,000	25%	1.25%	\$31,250	-\$93	25%
5	Industrial Building	\$4,600,000	46%	1.25%	\$58,125	\$7,328	46%

Total Assessed Value = \$10,000,000

\$125,000



Revaluation in a Shifting Market

In this example, 3 properties had increasing values and 2 properties had decreasing values, again, causing a shift in the tax burden.

Property	Use	Assessed Value	Percent of Total Value	Tax Rate	Tax Bill	Change	Percent of Total Levy
1	Single-Family Residence	\$450,000	5%	1.25%	\$5,625	\$625	5%
2	4-Unit Apartment	\$1,200,000	12%	1.25%	\$15,000	\$1,250	12%
3	Fast-Food Restaurant	\$1,650,000	17%	1.25%	\$20,625	-\$4,375	17%
4	Office Building	\$1,000,000	10%	1.25%	\$12,500	-\$18,750	10%
5	Industrial Building	\$5,700,000	57%	1.25%	\$71,250	\$21,250	57%

Total Assessed Value = \$10,000,000

\$125,000



Factors Impacting Tax Bills



Changes in
Total Levy



Shifting
Market Values



Tax Appeals

Questions?



**CITY OF WEST ALLIS
RESOLUTION R-2024-0162**

**RESOLUTION TO AMEND AN EXISTING PROFESSIONAL SERVICES
CONTRACT WITH INTERSTATE ROOF SYSTEMS CONSULTANTS, INC. TO
PROVIDE DESIGN ENGINEERING SERVICES AND QUALITY COMPLIANCE
OBSERVATIONS FOR THE ROOF REPLACEMENT AT THE WEST ALLIS
PUBLIC LIBRARY, FOR AN AMOUNT NOT TO EXCEED \$11,800**

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated March 26, 2024 submitted by Interstate Roof Systems Consultants, Inc. to furnish Engineering Consulting Services for the design and inspection of the roof replacement at the West Allis Public Library, for an amount not to exceed \$11,800 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this purchase has been budgeted and is available in the 2024 Capital Project Fund, and the services will be charged to Account Number 354-6051-517.31-01 and Project Numbers BF0040.

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

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

SECTION 1: **ADOPTION** “R-2024-0162” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0162(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



March 26, 2024

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

Re: Roof Consulting Services | Project Management, Specification, Quality Compliance Observation
West Allis Library (Roof Areas E & F) – West Allis, WI

Dear Rob,

Please accept this letter and attachment(s) as our proposal to provide roof consulting services for the West Allis Library located at 7421 W. National Ave., West Allis, WI 53214. Interstate Roof Systems Consultants, Inc. proposes the following services:

Roofing Project Manual and Bidding Coordination

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

Project Management and Construction Administration

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

Periodic Quality Compliance Observation

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

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

Sincerely,

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.

David C. Velcheck, CCS, RRC
President
dvelcheck@irscinc.com

Roof & Building Envelope Solutions. Nationwide.

CONSTRUCTION PROJECT SERVICES

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

I. DESIGN PHASE

- A. Design of a new single-play roof system.
- B. Review and coordinate the logistics of the project and discuss potential project phases.
- C. Core extraction for asbestos testing. Samples will be taken from the flashings and sent to a certified lab for determination of any asbestos material and the percentage amount contained within such material.

II. BIDDING COORDINATION PHASE

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

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

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



IV. FEE SCHEDULE

- A. Design and Bidding Phases:
Lump sum = \$5,850.00
 - a. Includes core extraction for asbestos testing – minimum three samples.
- B. Project Management Services:
Lump sum = \$1,750.00
 - a. Includes pre-construction meeting and project close-out.
- C. Quality Compliance Inspection:
 - 1. Periodic visits on-site including travel and report preparation: \$750.00.
 - 2. Recommended QCO: 4 site visits.
 - 3. 4 site visits @ \$750.00 = \$3,000.00
 - a. Budget may be adjusted at owner's request based on project requirements.
 - 4. Final inspection = \$1,200.00
- D. Total recommended project budget: **\$11,800.00.**
- E. Additional project staff time and expenses other than specified:
 - 1. Sr. Project Manager: \$150.00 per hour portal to portal.
 - 2. Project Manager: \$130.00 per hour portal to portal.
 - 3. Project Assistant: \$95.00
 - 4. Roof Technician: \$89.00
 - 5. Authorized reimbursement expenses: cost plus 10%.
- F. Fees are applicable through April 15th, 2024.
- G. Should this proposal be accepted, please authorize by signing below and returning a copy to us.

Accepted By: _____

Date: _____

By: _____

Title: _____

**CITY OF WEST ALLIS
RESOLUTION R-2024-0169**

**RESOLUTION ON THE VACATION AND DISCONTINUANCE OF AN IMPROVED
ALLEY BETWEEN W. ELECTRIC AVE. AND W. MOBILE ST. WEST OF S. 54TH
ST.**

WHEREAS, the City Engineer has submitted a technical drawing to vacate a portion of City alley right-of-way shown and described on Exhibit Y-1206 which is attached for reference, be considered for vacation and discontinuance; and,

WHEREAS, the reason to vacate this portion of city right of way is based within the public interest to reduce ongoing city public cost of maintaining an underutilized alleyway, and thereby returning the lands to taxable ownership. This is a small portion of right of way, of about 14x85-ft between W. Mobile St. and W. Electric Ave. and west of S. 54 St. The property owners abutting the subject area will be sent public notice in advance of Common Council action.

WHEREAS, a resolution introducing said request was presented to the Common Council of the City of West Allis on April 23, 2024. Notice of Pendency of the resolution to vacate the aforesaid portion of right-of-way will be filed with the Register of Deeds of Milwaukee County on or about April 23, 2024; and,

WHEREAS, a class 3 notice and a mailing or personal service shall be served to the abutting landowner at least 30 days before the Common Council meeting on June 11, 2024. Abutting owner may object to discontinuance by filing a written objection; it would then take a 2/3 vote by the council to override that objection.

NOW THEREFORE, BE IT RESOLVED, that the Common Council authorized staff to proceed with publishing notice of public hearing to vacate and discontinue an improved alley between W. Electric Ave. and W. Mobile St. west of S. 54th St. This project was presented to the City Plan Commission on April 24, 2024. A Class 3 notice published in the official City newspaper on May 17, 24, and 31, 2024. A meeting before the Common Council on June 11, 2024 at 7:00 p.m. or as soon thereafter as the matter may be heard; that a copy of the aforesaid Notice was mailed more than thirty (30) days prior to the Council meeting in the manner prescribed by the law on the owner of all of the frontage of the lots and lands abutting upon the said portion of a street proposed to be discontinued.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that the Public Notice, for the Vacation and Discontinuance of a portion of City right-of-way shown and described on Exhibit A, which is attached for reference, be vacated, and discontinued.

SECTION 1: ADOPTION “R-2024-0169” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0169(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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	_____	_____	_____	_____

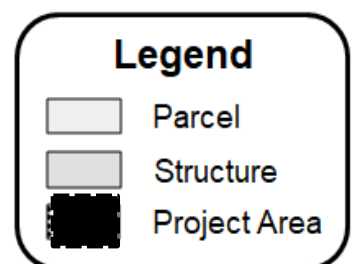
Attest

Presiding Officer

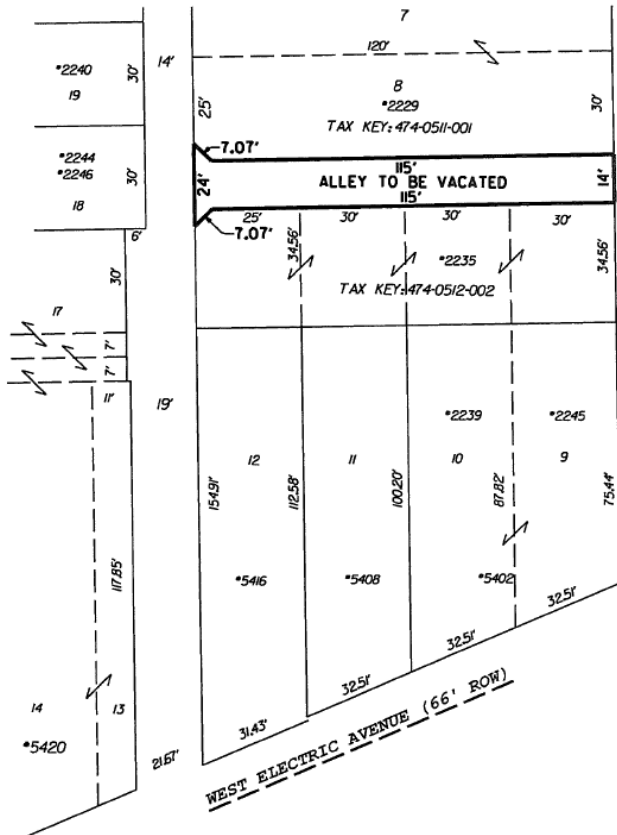
Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**Vacation and discontinuance of an improved alley between
W. Electric Ave. and W. Mobile St. west of S. 54 St.**



McGEOCH'S LINCOLN AVE. ADDN.
BLOCK 9



DESCRIPTION & LOCATION

Public alley located in the Southwest $\frac{1}{4}$ of Section 2, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of Lot 8, in Block 9 of the McGeech's Lincoln Avenue Addition subdivision; thence Southerly, 14.00 feet, along West right-of-way line of South 54th Street; thence Westerly, 115.00 feet; thence Southwesterly, 7.07 feet, to the East right-of-way line of public alley; thence Northerly, 24.00 feet; thence Southeasterly, 7.07 feet; thence Easterly, 115.00 feet, to the Point of Beginning.

DOCUMENT NO.	REEL	IMAGE	ACQUIRED
SCALE, 1"=40', QTR. SEC. NO. 474		City of West Allis	
DRAWN BY L.K. CHECKED BY L.K.		Engineering Department	
DESCRIPTION BY Leopold Kos		ALLEY VACATION	
		West of S. 54th Street	
		Between W. Electric Ave. and W. Mobile St.	
		APPROVED: [Signature] CITY ENGINEER	
		DATE 3-26-24	FILE NO. Y-1206

Property Address	Ownership	MailingAddress1	MailingAddress2	MailingCSZ
2229 S 54 ST	Daniel Enterprise, LLC	2229 S 54th St		West Allis, WI 53219
5402 W ELECTRIC AVE - 2239-45 S 54 ST	Galaxy LLC	9219 Knight Ave		Des Plaines, IL 60016
2235 S 54 ST	Vista Health Innovations, LLC	2235 S 54th St		West Allis, WI 53219
5408 W ELECTRIC AVE	MPNC Properties LLC	3820 W Lakeview Dr		Franklin, WI 53132
5420 W ELECTRIC AVE	Donovan & Jorgenson Inc	16935 W Greenfield Ave		New Berlin, WI 53151
2244-46 S 55 ST	Ezequiel Lopez Casarez & Margarita Ambriz De Lopez	818 S 39th St		Milwaukee, WI 53215
2240 S 55 ST	Kevin Lara & Lillian Lara	2240 S 55 St		West Allis, WI 53219

**CITY OF WEST ALLIS
RESOLUTION R-2024-0168**

**RESOLUTION ON THE VACATION AND DISCONTINUANCE OF AN IMPROVED
ALLEY BETWEEN W. LINCOLN AVE. AND W. GRANT ST. AND WITHIN THE
2200 BLOCK OF S. 108TH ST. AND S. 109TH ST.**

WHEREAS, the City Engineer and City Planning have submitted a technical drawing to vacate a portion of City alley right-of-way shown and described on Exhibit Y-1205 which is attached for reference, be considered for vacation and discontinuance; and,

WHEREAS, the reason to vacate this portion of city right of way is based within the public interest to reduce ongoing city public cost of maintaining a low volume single user alleyway, and thereby returning the lands to taxable ownership. This is a small portion of right of way, of about 173-ft in length and the width varies between 10-20-ft. The area being about 2,500-sf and located west of S. 108 St., east of S. 109 St., south of W. Grant St. and north of W. Lincoln Ave. The property owners abutting the subject area will be sent public notice in advance of Common Council action.

WHEREAS, a resolution introducing said request was presented to the Common Council of the City of West Allis on April 23, 2024. Notice of Pendency of the resolution to vacate the aforesaid portion of right-of-way will be filed with the Register of Deeds of Milwaukee County on or about April 23, 2024; and,

WHEREAS, a class 3 notice and a mailing or personal service shall be served to the abutting landowner at least 30 days before the Common Council meeting on June 11, 2024. Abutting owner may object to discontinuance by filing a written objection; it would then take a 2/3 vote by the council to override that objection.

NOW THEREFORE, BE IT RESOLVED, that the Common Council authorized staff to proceed with publishing notice of public hearing to vacate and discontinue an improved alley located west of S. 108 St., east of S. 109 St., south of W. Grant St. and north of W. Lincoln Ave. This project was presented to the City Plan Commission on March 27, 2024. A Class 3 notice published in the official City newspaper on May 17, 24, and 31, 2024. A meeting before the Common Council on June 11, 2024 at 7:00 p.m. or as soon thereafter as the matter may be heard; that a copy of the aforesaid Notice was mailed more than thirty (30) days prior to the Council meeting in the manner prescribed by the law on the owner of all of the frontage of the lots and lands abutting upon the said portion of a street proposed to be discontinued.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that the Public Notice, for the Vacation and Discontinuance of a portion of City right-of-way shown and described on Exhibit A, which is attached for reference, be vacated, and discontinued.

SECTION 1: **ADOPTION** “R-2024-0168” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0168(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

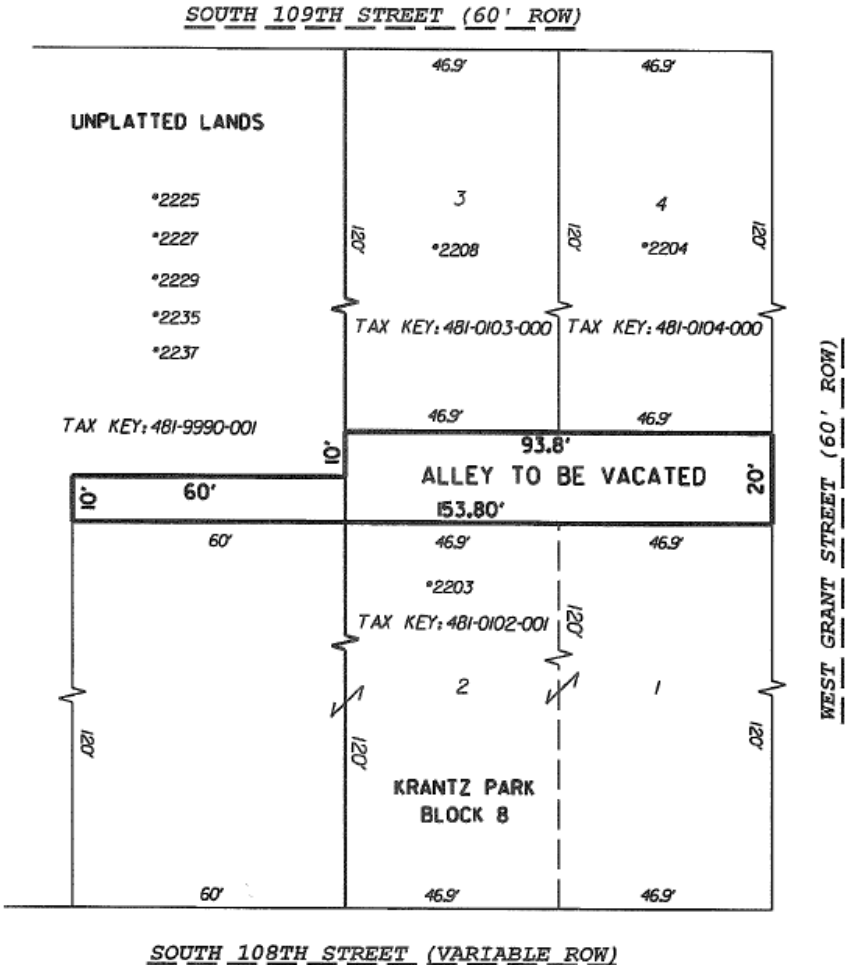
	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	_____	_____	_____	_____
Ald. Kimberlee Grob	_____	_____	_____	_____
Ald. Chad Halvorsen	_____	_____	_____	_____
Ald. Marissa Nowling	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Dan Roadt	_____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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



DESCRIPTION & LOCATION

Public alley located in the Southeast 1/4 of Section 6, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, in Block 8 of the Krantz Park subdivision; thence Southerly, 153.80 feet; thence Westerly, 10.00 feet; thence Northerly, 60.00 feet; thence Westerly, 10.00 feet; thence Northerly, 93.80 feet, to the South right-of-way line of West Grant Street; thence Easterly, 20.00 feet, along the said South line to the Point of Beginning.

Vacate Improved Alley Right-of-Way

South of W. Grant St. & Between S. 108 St. and S. 109 St.

March 27
Plan Commission

April 16, 2024 Common
Council intro

Three Publications

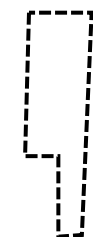
June 11, 2024 Common
Council Hearing

DOCUMENT NO.	REEL	IMAGE	ACQUIRED
SCALE: 1"=40' QTR. SEC. NO. 481		City of West Allis	
DRAWN BY: L.K. CHECKED BY: L.K.		Engineering Department	
DESCRIPTION BY: Melinda Dejewski		ALLEY VACATION	
SURVEY		South of W. Grant Street	
REVISIONS		Between S. 108th St. and S. 109th St.	
APPROVED: <i>Melinda Dejewski</i>		CITY ENGINEER	
DATE 3-7-24		FILE NO. Y-1205	



Vacate Improved Alley
Right-of-Way

South of W. Grant St. &
Between S. 108 St. and
S. 109 St.



2,476-sf



Property Address	Ownership	MailingAddress1	MailingAddress2	MailingCSZ
2203 S 108 ST	100 Bucks, LLC	1165 Club Cir #203W		Brookfield, WI 53005
2208 S 109 ST	Douglas J Dardich & Marilyn H Dardich	N51 W16493 Fair Oak Pkwy		Menomonee Falls, WI 53051
2204 S 109 ST	Megan S Matty	2204 S 109th St		West Allis, WI 53227
2225-67 S 108 ST	Lincoln Plaza Baceline, LLC	Jessica Werner	511 N Broadway	Denver, CO 80203

Existing Zoning Map



- Existing zoning line runs along centerline of alley

**CITY OF WEST ALLIS
RESOLUTION R-2024-0175**

**RESOLUTION TO APPROVE BID OF PRO ELECTRIC, INC. FOR STREET
LIGHTING CONVERSION IN VARIOUS LOCATIONS IN THE CITY OF WEST
ALLIS IN THE AMOUNT OF \$1,667,254.17**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Pro Electric, Inc. for 2024 Project No. 17 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Pro Electric, Inc. for 2024 Project No. 17 for the conversion of street lighting from high voltage series to low voltage parallel with LED luminaires, including removing existing bases, salvaging poles and arms, installing low voltage infrastructure, and all incidental items necessary to complete the work in:

Lighting Circuit Q-2: S. 104th St. to S. 100th St. & W. Schlinger Ave. to Union Pacific Railroad Lighting Circuit Q-3: Union Pacific Railroad to S. 104th St. & North City Limits to W. Greenfield Ave. Lighting Circuit V-3: West City Limits to S. 117th St. & W. Lincoln Ave. to Cleveland Ave.

(PLAN FILE NOS. I-1026, I-1028 & I-2029)

for the sum of One Million, Six Hundred, Sixty-seven Thousand, Two Hundred Fifty-four and 17/100 dollars (\$1,667,254.17) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds.

SECTION 1: **ADOPTION** “R-2024-0175” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0175(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0176**

**RESOLUTION TO APPROVE BID OF MJ CONSTRUCTION, INC. FOR PRIVATE
PROPERTY WORK IN THE AMOUNT OF \$680,579**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of MJ Construction, Inc. for 2024 Project No. 14 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of MJ Construction, Inc. for 2024 Project No. 14 for private lead water service line replacements and sanitary sewer lateral rehabilitations in:

Various Locations in the City of West Allis

for the sum of Six Hundred Eighty Thousand, Five Hundred Seventy-nine and 00/100 dollars (\$680,579) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED that said improvements be installed with funding by the MMSD PPI/I Program and Special Assessments.

SECTION 1: **ADOPTION** “R-2024-0176” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0176(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Melinda Dejewski
City Engineer
Engineering Department
mdejewski@westalliswi.gov
414.302.8374

April 17, 2024

Honorable Board of Public Works
City of West Allis

Re: Award of Contract 2024-14 Private Property Work: Water Service Replacements & Sanitary Lateral Rehabilitations to MJ Construction, Inc.

Every year, the City of West Allis has a contract to replace private property sanitary sewer and water laterals. To be able to bid on this contract, each contractor has to complete a prequalification form. MJ Construction, Inc. completed and submitted their prequalification form on January 22, 2024. The City approved their prequalification form on the same day. MJ Construction, Inc. has successfully performed underground work previously for the City. There was no reason to find them not qualified to perform the work under this contract.

The bids were opened on Wednesday, April 10, 2024 at 10:30am. There were 2 bidders – MJ Construction, Inc., and Mid-City Plumbing Corp. MJ Construction was the low bidder by approximately \$13,000 (about 2% less than Mid-City Plumbing Corp). Within 10 minutes of the bid opening, Mid-City Plumbing sent an email stating that MJ Construction had lied on their prequalification form and attached a letter from the City of Milwaukee Waterworks Department stating that MJ Construction had failed to complete work and was approximately \$5,000,000 behind in their obligations to complete work for the City of Milwaukee Waterworks. Mid-City Plumbing stated that West Allis should find MJ Construction a non-qualified bidder and award the contract to Mid-City Plumbing.

Upon receiving this email, the Engineering Department began to research the reasons behind the letter issued by the City of Milwaukee Waterworks. City Engineering staff had discussions with the City of Milwaukee and the Village of Menomonee Falls who was referenced by MJ Construction as having received the same letter in the same manner from Mid-City Plumbing.

The discussions with the Village of Menomonee Falls were that MJ Construction had completed their prequalification form before the letter and that their work for the City of Milwaukee Waterworks had gotten delayed due to the State of Wisconsin Department of Transportation requiring MJ Construction to perform work beyond what was in the contract. In addition, there was issues getting supplies from the City of Milwaukee Waterworks Department and the City of Milwaukee Waterworks had suspended work over the winter thereby limiting MJ Construction's ability to complete the work.

The discussions with the City of Milwaukee Waterworks confirmed the information that the Village of Menomonee Falls had provided. The City of Milwaukee added that it is their intention to allow MJ Construction to bid on projects in the future once the outstanding work is completed.

Staff also forwarded this information to City Attorney Kail Decker. He advised reviewing the information and provide it to the Public Works Committee for consideration with the resolution for awarding or not awarding the contract.



After reviewing all the information and based upon the successful previous work history with the City of West Allis, the Engineering Department recommends that the Public Works Committee adopt the resolution to award Contract 2024-14 Private Property Work: Water Service Replacements & Sanitary Lateral Rehabilitations to MJ Construction, Inc in the amount of \$680,579.00.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Melinda K. Dejewski".

Melinda K. Dejewski, PE
City Engineer

Attachments:

Bid Tabulation

Letter from City of Milwaukee

Email from Mid-City Plumbing Corporation

List of West Allis Projects Successfully Completed by MJ Contractors, Inc.

2024-14 Private Property Work (#9046080)
Owner: West Allis WI, City of
Solicitor: West Allis WI, City of
04/10/2024 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		MJ Construction, Inc.		Mid City Corporation	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Section - Required Completion							\$643,219.00		\$680,579.00		\$693,849.50
	1	1	1" Dia. Private Copper Water Service (53)	lin. ft.	1,505.00	\$108.00	\$162,540.00	\$120.00	\$180,600.00	\$7.70	\$11,588.50
	2	2	Reconnection to Interior Water Distribution Piping	units	53.00	\$1,530.00	\$81,090.00	\$2,000.00	\$106,000.00	\$3,500.00	\$185,500.00
	3	3	Additional Interior Water Plumbing	lin. ft.	212.00	\$23.00	\$4,876.00	\$8.00	\$1,696.00	\$3.00	\$636.00
	4	4	6" Dia. Sanitary Lateral Pipe Bursting (54)	lin. ft.	1,890.00	\$174.00	\$328,860.00	\$177.00	\$334,530.00	\$6.00	\$11,340.00
	5	5	Reconnection to Interior Sanitary Piping	units	54.00	\$561.00	\$30,294.00	\$800.00	\$43,200.00	\$8,695.00	\$469,530.00
	6	6	Warranty Video Inspection of Sanitary Sewer Lateral	lin. ft.	351.00	\$9.00	\$3,159.00	\$3.00	\$1,053.00	\$5.00	\$1,755.00
	7	7	5" Concrete Sidewalk and Driveway	sq. ft.	2,700.00	\$12.00	\$32,400.00	\$5.00	\$13,500.00	\$5.00	\$13,500.00
Base Bid Total:							\$643,219.00		\$680,579.00		\$693,849.50

From: [Robert Hutter](#)
To: [Alexander Weislak](#); [Melinda Dejewski](#)
Subject: Fw: MJ Construction
Date: Wednesday, April 10, 2024 10:44:32 AM
Attachments: [ON6_2024_MJ_Notification_Nonresponsible282024.pdf](#)
Importance: High

Robert Hutter

Assistant City Engineer | Engineering Department
City of West Allis
7525 W. Greenfield Ave. | West Allis, WI 53214
Cell: 414-587-1699 | Dept: 414-302-8360
thatwhywestallis.com

From: Tom Zoulek <tzoulek@midcitycorp.us>
Sent: Wednesday, April 10, 2024 10:43 AM
To: aweislak@westallis.gov <aweislak@westallis.gov>; Robert Hutter <rhutter@westalliswi.gov>
Subject: MJ Construction

Alex / Rob,

Please see the attached letter Mid City received from Milwaukee Water Works regarding MJ Construction via open records request. We believe they are falsifying prequalification statements and providing affidavits stating they have completed all projects on time. MWW had enough of the games and has deemed them Non-Responsible.

Respectfully,
Tom

Thomas A. Zoulek, PE
President



Mid City Corporation
12930 W. Custer Avenue
Butler, WI 53007
Cell: 414.349.0623



Milwaukee Water Works

Cavalier Johnson
Mayor

Jerrel Kruschke
Commissioner, Dept. of Public Works

Patrick W. Pauly
Superintendent, Milwaukee Water Works

February 8, 2024

Via e-mail attachment to michelle@mjconstruction.us

Michelle Magin, President
MJ Construction, Inc.
6000 N. 91st Street
Milwaukee, WI 53225

SUBJECT: Rejection of Bid - Notice of Non-Responsible Bidder
Specific Official Notice No. 6-1-2024

Dear Ms. Magin:

This letter serves as your notice that the City of Milwaukee is rejecting the bid received by MJ Construction, Inc. for the work identified in Specific Official Notice No. 6-1-2024. MJ Construction will not be awarded a contract for this Official Notice, which was advertised on January 19, 2024. Sealed bids were opened January 29, 2024.

In accordance with the City of Milwaukee Department of Public Works General Specifications Section 1.1.14 Acceptance or Rejection of Bids, MJ Construction, Inc. has performed unreliably and willfully or negligently failed to complete previously contracted work and has been deemed a non-responsible bidder for the work specified in Specific Official Notice No. 6-1-2024.

MJ Construction has five (5) open contracts with the City for water construction work with remaining construction and a contract value of \$4,720,700.09.

Contract No.	Official Notice Number	Contract Value/Work Remaining
C641220101	123-1-2022	\$413,467.88
C641230048	060-1-2023	\$905,750.42
C641230052	058-1-2023	\$699,118.37
C641230058	061-1-2023	\$954,568.42
C641230071	086-1-2023	\$1,747,795.00

MJ Construction has been notified that work has continued past the completion dates for four of these contracts. Liquidated damages will be assessed for contracts C641220101, C641230048, C641230052, and C641230058. The summary of remaining work is as follows:

C641220101**123-1-2022****Scheduled Completion Date 12/15/2023**

Project No.	Street	Remaining Work
WT410210677	N TEUTONIA AV	Permanent Pavement
WT410210649	N TEUTONIA AV	Permanent Pavement
WT410220650	N 51ST BL	Permanent Pavement

C641230048**060-1-2023****Scheduled Completion Date 12/15/2023**

Project No.	Street	Remaining Work
WT410220703	W HENRY AV	Project Not Started
WT410220702	S 23RD ST	Project Not Started
WT410220701	S 22ND ST	Project Not Started
WT410220602	W KLEIN AV	Permanent Pavement
WT410220606	S 14TH ST	Permanent Pavement
WT410220603	W WANDA AV	Permanent Pavement
WT410220605	S 15TH PL	Permanent Pavement
WT410220604	W DENIS AV	Permanent Pavement
WT410220658	W WILBUR AV	Permanent Pavement
WT410220660	S 23RD ST	Permanent Pavement
WT410220659	S 25TH ST	Permanent Pavement
WT410220657	W TRIPOLI AV	Permanent Pavement
WT410220656	S 20TH PL	Permanent Pavement
WT410220700	W RAMSEY AV	Permanent Pavement

C641230052**058-1-2023****Scheduled Completion Date 11/23/2023**

Project No.	Street	Remaining Work
WT410220667	E PARK PL	Permanent Pavement
WT410220691	N 89TH ST	15 service connections, 1 wet connection and pavement restoration
WT410220690	W BURLEIGH ST	23 service connections, 4 lead service replacements, 6 wet connections and pavement restoration
WT410220692	N 86TH ST	14 service connections, 4 lead service replacements, 1 wet connection and pavement restoration

C641230058**061-1-2023****Scheduled Completion Date 11/22/2023**

Project No.	Street	Remaining Work
WT410180615	W ST PAUL AV	15 Branch Connections, 4 Wet Connections, Permanent Pavement
WT410180614	W ST PAUL AV	
WT410180613	W ST PAUL AV	
WT410180616	W GREVES ST	

MJ Construction has not begun work on contract C641230071, as specified in the contract documents. Work was to begin immediately after contract execution on October 3, 2023. MWW issued a Notice of Suspension of work on January 4, 2024 for this contract to ensure MJ devoted available resources to ongoing construction work on the four contracts above. It is expected that MJ Construction will begin work on this contract in February when authorized by MWW.

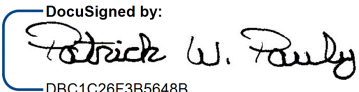
C641230071 **086-1-2023** **Scheduled Completion Date 4/22/2024**

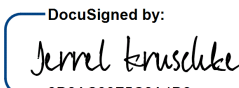
Project No.	Street	Remaining Work
WK64409104 WK64409154	W National Av	Project Not Started 222 Lead Service Line Replacements, 303 Service Disconnections

MJ Construction failed to start or complete the above contracts in accordance with contract specifications. Therefore, the bid received for Official Notice 6-1-2024 has been deemed non-responsible and MJ Construction will not be awarded a contract. Should MJ Construction submit a bid with the City of Milwaukee in the future, the City will reassess the open work, if any, on the five referenced contracts, as well as the scope of the work in the official notice, and make a determination as to whether MJ Construction has the capacity to diligently and successfully perform the requirements of any particular official notice.

If you have questions about this information, please feel free to call Karl Rohrbach, P.E., Engineer in Charge, at (414) 286-8167, or email karl.rohrbach@milwaukee.gov .

Sincerely,

DocuSigned by:

DBC1C26F3B5648B...
Patrick W. Pauly, P.E. Superintendent
Milwaukee Water Works

DocuSigned by:

3D3AC90F5C8A4D3...
Jerrel Kruschke, P.E. Commissioner
Department of Public Works

PP:KR:ehr

cc: DPW Contract Administration, MWW Engineering

MJ Construction's work for the City of West Allis in the last five years:

2019-4

S. 75th and S. 80th Street - Underground Subcontractor. Completed without major problems.

2019-12

2019 Private Property Work (very similar to the 2024 project). Completed without major problems.

2020-5

W. Lakefield Ave and W. Euclid Ave - Underground Subcontractor. Completed without major problems.

2021-8

2021 Private Property Work (very similar to the 2024 project). Completed without major problems.

2021-16

Water Main Relays. Completed without major problems on a tight schedule.

2022-9

2022 Private Property Work (very similar to the 2024 project). Completed without major problems. One non-responsive resident with a driveway issue delayed closing the job.

2022-16

Sanitary Relay Project. Completed without major problems. The City added emergency sanitary repair work to this job, which MJ Construction performed without a problem.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0177**

**RESOLUTION TO AUTHORIZE THE PURCHASE OF FOUR (4) 2024 FORD
MAVERICK AWD PICK-UP TRUCKS FROM EWALD AUTOMOTIVE GROUP,
HARTFORD, FOR A SUM OF \$121,870**

WHEREAS, the Department of Public Works of the City of West Allis is in need of replacing four (4) 16 year old vehicles with new, more efficient, and functional vehicles; and,

WHEREAS, the 2024 approved budget includes \$155,000 for the purchase of the four (4) new vehicles; and,

WHEREAS, Ewald Automotive Group has provided pricing for 2024 pick-up trucks for the Department of Public Works of the City of West Allis utilizing the State of Wisconsin Contract for Autos and Trucks; and,

WHEREAS, the Fleet Services Division of the Department of Public Works has determined that these contracts meet all desired specifications, and that the proposals received are reasonable; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposals of Ewald Automotive Group be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposals dated April 3, 2024 by Ewald Automotive Group, Hartford, for furnishing and delivering four (4) 2024 Ford Maverick AWD pick-up trucks for a total net sum of \$155,000 be and are 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 \$155,000, is hereby authorized. Funding for three (3) purchases has been budgeted and is available in the 2024 Capital Improvement Program budget in the amount of \$90,844.50. These purchases will be charged as follows: \$31,025.50 to Account Number 510-3801-536.70-02, \$29,909.50 to Account Number 352-4218-533.70-03, and \$29,909.50 to 550-4233-535.70-03. The fourth purchase has been approved as Water Cash in the 2024 Capital Improvement Program budget and \$31,025.50 will be charged to Account Number 501-2901-537.70-02.

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-2024-0177” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0177(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of West Allis

Prepared For: Brett Wollenzien

414-302-8807

BWollenzien@westalliswi.gov

Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew





Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Quote Worksheet

	MSRP
Base Price	\$26,315.00
Dest Charge	\$1,595.00
Total Options	\$5,378.50
Subtotal	\$33,288.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,263.00)
Subtotal Discount	(\$2,263.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$31,025.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$31,025.50

Comments:


2024 Ford Maverick SuperCrew Awd XLT revised with Tonneau Cover to your specs as detailed. Registration fees are included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Standard Equipment

Mechanical


- Engine: 2.0L EcoBoost (STD)
- Transmission: 8-Speed Automatic (STD)
- 3.63 Axle Ratio (STD)
- 50-State Emissions System
- Engine Auto Stop-Start Feature
- Transmission w/Driver Selectable Mode
- Automatic Full-Time All-Wheel
- 70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
- Regenerative 150 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 1500# Maximum Payload
- GVWR: 5,180 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Rolls
- Electric Power-Assist Speed-Sensing Steering
- 16.5 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Short And Long Arm Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Carbonized Gray Painted Aluminum (STD)
- Tires: P225/65R17 A/S BSW (STD)
- Regular Box Style
- Steel Spare Wheel
- Compact Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Rear Window Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Fixed Interval Wipers
- Galvanized Steel/Aluminum Panels
- Grille w/Metal-Look Bar
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams

Entertainment

- AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
- Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
- Streaming Audio
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

Interior

- Bucket Front Seats w/Cloth Back Material
- 6-Way Driver Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Full Folding Bench Front Facing Fold Forward Seatback Premium Cloth Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
- 1 Seatback Storage Pocket
- Front Center Armrest and Rear Center Armrest
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior


- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W8J	2024 Ford Maverick XLT AWD SuperCrew	\$26,315.00
COLORS		
CODE	DESCRIPTION	
YZ	Oxford White	
ENGINE		
CODE	DESCRIPTION	MSRP
999	Engine: 2.0L EcoBoost (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
448	Transmission: 8-Speed Automatic (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
300A	Equipment Group 300A Standard	\$2,220.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
—	3.63 Axle Ratio (STD)	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
64T	Wheels: 17" Carbonized Gray Painted Aluminum (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
—	Tires: P225/65R17 A/S BSW (STD)	\$0.00

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
YZ	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51D	Full Size Spare Tire	\$115.00
63B	Front & Rear Molded Splash Guards (4-Piece)	\$180.00
96G	Spray-In Bedliner	\$495.00

ADDITIONAL EQUIPMENT - INTERIOR


CODE	DESCRIPTION	MSRP
21L	Tonneau Pickup Box Cover - Hard Rollup	\$1,200.00
76B	Rear Parking Sensors	\$260.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
BU	Backup Alarm	\$125.00
Keys	4 Keys total	\$125.00
Reg	Registration fees (New Municipal Plates)	\$169.50
Rust	Rustproofing and Undercoating	\$489.00
Options Total		\$5,378.50

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$26,315.00
Total Options	\$5,378.50
Vehicle Subtotal	\$31,693.50
Destination Charge	\$1,595.00
Grand Total	\$33,288.50

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of West Allis

Prepared For: Brett Wollenzien

414-302-8807

BWollenzien@westalliswi.gov

Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew





Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Quote Worksheet

	MSRP
Base Price	\$26,315.00
Dest Charge	\$1,595.00
Total Options	\$4,178.50
Subtotal	\$32,088.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,179.00)
Subtotal Discount	(\$2,179.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$29,909.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$29,909.50

Comments:

2024 Ford Maverick SuperCrew Awd XLT revised to your specs as detailed. Registration fees are included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Standard Equipment

Mechanical


Engine: 2.0L EcoBoost (STD)
Transmission: 8-Speed Automatic (STD)
3.63 Axle Ratio (STD)
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Automatic Full-Time All-Wheel
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
Regenerative 150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
1500# Maximum Payload
GVWR: 5,180 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Rolls
Electric Power-Assist Speed-Sensing Steering
16.5 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Carbonized Gray Painted Aluminum (STD)
Tires: P225/65R17 A/S BSW (STD)
Regular Box Style
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Rear Window Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Fixed Interval Wipers
- Galvanized Steel/Aluminum Panels
- Grille w/Metal-Look Bar
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams

Entertainment

- AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
- Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
- Streaming Audio
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

Interior

- Bucket Front Seats w/Cloth Back Material
- 6-Way Driver Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Full Folding Bench Front Facing Fold Forward Seatback Premium Cloth Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
- 1 Seatback Storage Pocket
- Front Center Armrest and Rear Center Armrest
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior


- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W8J	2024 Ford Maverick XLT AWD SuperCrew	\$26,315.00
COLORS		
CODE	DESCRIPTION	
YZ	Oxford White	
ENGINE		
CODE	DESCRIPTION	MSRP
999	Engine: 2.0L EcoBoost (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
448	Transmission: 8-Speed Automatic (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
300A	Equipment Group 300A Standard	\$2,220.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
—	3.63 Axle Ratio (STD)	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
64T	Wheels: 17" Carbonized Gray Painted Aluminum (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
—	Tires: P225/65R17 A/S BSW (STD)	\$0.00

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.




Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
YZ	Oxford White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
51D	Full Size Spare Tire	\$115.00
63B	Front & Rear Molded Splash Guards (4-Piece)	\$180.00
96G	Spray-In Bedliner	\$495.00
ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
76B	Rear Parking Sensors	\$260.00
CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
BU	Backup Alarm	\$125.00
Keys	4 Keys total	\$125.00
Reg	Registration fees (New Municipal Plates)	\$169.50
Rust	Rustproofing and Undercoating	\$489.00
Options Total		\$4,178.50

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$26,315.00
Total Options	\$4,178.50
Vehicle Subtotal	\$30,493.50
Destination Charge	\$1,595.00
Grand Total	\$32,088.50

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



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City of West Allis

Prepared For: Brett Wollenzien

414-302-8807

BWollenzien@westalliswi.gov

Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew





Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Quote Worksheet

	MSRP
Base Price	\$26,315.00
Dest Charge	\$1,595.00
Total Options	\$4,178.50
Subtotal	\$32,088.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,179.00)
Subtotal Discount	(\$2,179.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$29,909.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$29,909.50

Comments:

2024 Ford Maverick SuperCrew Awd XLT revised to your specs as detailed. Registration fees are included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Standard Equipment

Mechanical

- Engine: 2.0L EcoBoost (STD)
- Transmission: 8-Speed Automatic (STD)
- 3.63 Axle Ratio (STD)
- 50-State Emissions System
- Engine Auto Stop-Start Feature
- Transmission w/Driver Selectable Mode
- Automatic Full-Time All-Wheel
- 70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
- Regenerative 150 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 1500# Maximum Payload
- GVWR: 5,180 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Rolls
- Electric Power-Assist Speed-Sensing Steering
- 16.5 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Short And Long Arm Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Carbonized Gray Painted Aluminum (STD)
- Tires: P225/65R17 A/S BSW (STD)
- Regular Box Style
- Steel Spare Wheel
- Compact Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Rear Window Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Fixed Interval Wipers
- Galvanized Steel/Aluminum Panels
- Grille w/Metal-Look Bar
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams

Entertainment

- AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
- Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
- Streaming Audio
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

Interior

- Bucket Front Seats w/Cloth Back Material
- 6-Way Driver Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Full Folding Bench Front Facing Fold Forward Seatback Premium Cloth Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
- 1 Seatback Storage Pocket
- Front Center Armrest and Rear Center Armrest
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W8J	2024 Ford Maverick XLT AWD SuperCrew	\$26,315.00
COLORS		
CODE	DESCRIPTION	
YZ	Oxford White	
ENGINE		
CODE	DESCRIPTION	MSRP
999	Engine: 2.0L EcoBoost (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
448	Transmission: 8-Speed Automatic (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
300A	Equipment Group 300A Standard	\$2,220.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
—	3.63 Axle Ratio (STD)	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
64T	Wheels: 17" Carbonized Gray Painted Aluminum (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
—	Tires: P225/65R17 A/S BSW (STD)	\$0.00

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
YZ	Oxford White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
51D	Full Size Spare Tire	\$115.00
63B	Front & Rear Molded Splash Guards (4-Piece)	\$180.00
96G	Spray-In Bedliner	\$495.00
ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
76B	Rear Parking Sensors	\$260.00
CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
BU	Backup Alarm	\$125.00
Keys	4 Keys total	\$125.00
Reg	Registration fees (New Municipal Plates)	\$169.50
Rust	Rustproofing and Undercoating	\$489.00
Options Total		\$4,178.50

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$26,315.00
Total Options	\$4,178.50
Vehicle Subtotal	\$30,493.50
Destination Charge	\$1,595.00
Grand Total	\$32,088.50

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City of West Allis

Prepared For: Brett Wollenzien

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BWollenzien@westalliswi.gov

Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew





Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Quote Worksheet

	MSRP
Base Price	\$26,315.00
Dest Charge	\$1,595.00
Total Options	\$5,378.50
Subtotal	\$33,288.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,263.00)
Subtotal Discount	(\$2,263.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$31,025.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$31,025.50

Comments:

2024 Ford Maverick SuperCrew Awd XLT revised with Tonneau Cover to your specs as detailed. Registration fees are included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Standard Equipment

Mechanical

- Engine: 2.0L EcoBoost (STD)
- Transmission: 8-Speed Automatic (STD)
- 3.63 Axle Ratio (STD)
- 50-State Emissions System
- Engine Auto Stop-Start Feature
- Transmission w/Driver Selectable Mode
- Automatic Full-Time All-Wheel
- 70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
- Regenerative 150 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 1500# Maximum Payload
- GVWR: 5,180 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Rolls
- Electric Power-Assist Speed-Sensing Steering
- 16.5 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Short And Long Arm Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Carbonized Gray Painted Aluminum (STD)
- Tires: P225/65R17 A/S BSW (STD)
- Regular Box Style
- Steel Spare Wheel
- Compact Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Rear Window Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Fixed Interval Wipers
- Galvanized Steel/Aluminum Panels
- Grille w/Metal-Look Bar
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams

Entertainment

- AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
- Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
- Streaming Audio
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

Interior

- Bucket Front Seats w/Cloth Back Material
- 6-Way Driver Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Full Folding Bench Front Facing Fold Forward Seatback Premium Cloth Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Interior

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
- 1 Seatback Storage Pocket
- Front Center Armrest and Rear Center Armrest
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior


- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W8J	2024 Ford Maverick XLT AWD SuperCrew	\$26,315.00
COLORS		
CODE	DESCRIPTION	
YZ	Oxford White	
ENGINE		
CODE	DESCRIPTION	MSRP
999	Engine: 2.0L EcoBoost (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
448	Transmission: 8-Speed Automatic (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
300A	Equipment Group 300A Standard	\$2,220.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
—	3.63 Axle Ratio (STD)	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
64T	Wheels: 17" Carbonized Gray Painted Aluminum (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
—	Tires: P225/65R17 A/S BSW (STD)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
YZ	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
7B	Navy Pier/Medium Slate, Unique Cloth Front Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51D	Full Size Spare Tire	\$115.00
63B	Front & Rear Molded Splash Guards (4-Piece)	\$180.00
96G	Spray-In Bedliner	\$495.00

ADDITIONAL EQUIPMENT - INTERIOR


CODE	DESCRIPTION	MSRP
21L	Tonneau Pickup Box Cover - Hard Rollup	\$1,200.00
76B	Rear Parking Sensors	\$260.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
BU	Backup Alarm	\$125.00
Keys	4 Keys total	\$125.00
Reg	Registration fees (New Municipal Plates)	\$169.50
Rust	Rustproofing and Undercoating	\$489.00
Options Total		\$5,378.50

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Maverick (W8J) XLT AWD SuperCrew ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$26,315.00
Total Options	\$5,378.50
Vehicle Subtotal	\$31,693.50
Destination Charge	\$1,595.00
Grand Total	\$33,288.50

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Data Version: 22110. Data Updated: Apr 2, 2024 7:24:00 PM PDT.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0182**

**RESOLUTION TO ACCEPT ENERGY INCENTIVE FUNDS FOR NEW
DEPARTMENT OF PUBLIC WORKS FACILITY FROM FOCUS ON ENERGY**

WHEREAS, The City is constructing a new Department of Public Works facility at 1906 S. 53rd St.; and,

WHEREAS, Kueny Architects brought forward a program from Focus on Energy where the City of West Allis and Kueny Architects could receive an incentive payment for energy savings measures installed in the new facility: and,

WHEREAS, The new facility already had energy savings measures incorporated into the design; and,

WHEREAS, Focus on Energy has reviewed and approved the design to be eligible for an incentive payment to the City of West Allis for \$114,842.57 and to Kueny Architects for \$7,301.53 for aforementioned energy saving measures incorporated into the design;

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

That the Focus on Energy incentive payment of up to \$114,842.57 be accepted and the City Engineer is hereby authorized and directed to execute the agreement.

SECTION 1: **ADOPTION** “R-2024-0182” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0182(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0194**

**RESOLUTION TO AMEND AN EXISTING PROFESSIONAL SERVICE
CONTRACT WITH RASMITH TO PROVIDE CONSTRUCTION MANAGEMENT
OF PRIVATE PROPERTY IMPROVEMENTS FOR AN AMOUNT NOT TO
EXCEED 75,000**

WHEREAS, The Common Council passed resolution R-2019-0616 on September 3, 2019, an agreement with raSmith to provide construction management of private property improvements for an amount not exceed \$327,750; and

WHEREAS, The remaining balance of said contract is approximately \$33,250, which will partially cover the proposed work in 2024; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated April 11th, 2024 submitted by raSmith for furnishing Engineering Consulting Services to provide construction management of private property improvements for an amount not to exceed \$75,000 be and is hereby accepted. Funding for this purchase will be reimbursed through the MMSD Private Property Infiltration and Inflow Reduction Agreement No. M10005WE03 and through Special Assessments.

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

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

SECTION 1: **ADOPTION** “R-2024-0194” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0194(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

2024 West Allis Private Property Improvements Scope and LOE Estimate

4/11/2024

The following is a breakdown of the budget and actual costs from the 2020, 2021, and 2022 Private Property Improvements projects:

Breakdown of Costs from 2020 Proposal (original proposal)

- City of West Allis Resolution No. 2019-0616 (Amended Work Order No.4) - \$327,750.00
 - 2020 Actual Cost ~ \$132,000 ~ 1,400 hours
 - Remaining Budget = \$327,750.00 - \$132,000.00 = \$195,750.00

Breakdown of Costs from 2021 Proposal (continued from original budget above)

- City of West Allis Resolution No. 2019-0616 (Amended Work Order No.5)
 - 2021 Actual Cost ~ \$102,500 ~ 970 hours
 - Remaining Budget (\$195,750.00) - 2021 Actual Costs (\$102,500.00) = ~ \$93,250.00 remaining budget

Breakdown of Costs from 2022 Proposal (continued from original budget above)

- City of West Allis Resolution No. 2022-0438 (Amended Work Order No.6) - \$35,000.00
 - Remaining budget (\$93,250.00) + \$35,000.00 = ~ \$128,250.00 budget
 - 2022 Actual Cost ~ \$95,000 ~ 850 hours
 - Remaining Budget (\$128,250.00) - 2022 Actual Costs (\$95,000.00) = ~ \$33,250.00 remaining budget

2024 Construction Related Services Cost Estimate

We will assume a similar level of effort and scope for the 2022 project. The plan is to have Chuck Pape available throughout the project, with Kate Jankowski serving as his backup. Each have had extensive experience with West Allis in the 2020, 2021 and 2022 programs, and also extensive experience working with the MMSD in various communities as part of their PPIL programs. With that, consider the following:

Estimated Hourly Breakdown of Costs

- Project Administration/Management—Chris Stamborski
 - 35 hours * \$198/hour = \$6,930.00
- Lead Field Representative—Chuck Pape/Kate Jankowski
 - 830 hours * \$119/hour = \$98,770.00
- **Totals—885 hours—\$105,700.00**

*Expenses for the 2022 project were approximately \$1,350. We will assume no big change in this for the 2024 effort.

Summary

We believe our team provides great value to the City beyond the hours and billable rates alone, and appreciate the City recognizing this with continued work on these projects. Chuck's ability to work independently has limited the amount of time a secondary inspector was necessary saving the City significant cost over what was expected. Chuck was also able to provide great assistance to the plumbing and electrical inspection departments too, serving as a liaison throughout the project, limiting the amount of time their departments needed to devote to the project. We expect this level of service to again be in place for this year's program.

The active work orders (4,5, and 6) from the City of West Allis for our services is \$362,750.00 of which approximately \$33,250.00 should remain. A new work order in the amount of \$75,000.00 should be sufficient to cover the budgeted costs for the 2024 work, bringing our total budget to \$108,250.00.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0219**

**RESOLUTION TO ADOPT A GRANT APPLICATION FROM THE U.S.
DEPARTMENT OF TRANSPORTATION’S MULTIMODAL PROJECT
DISCRETIONARY GRANT (MPDG) PROGRAM FOR THE I-94 EAST-WEST
CORRIDOR MODERNIZATION PROJECT**

WHEREAS, the Wisconsin Department of Transportation (WisDOT) is applying for a grant through the FY 25-26 Multimodal Project Discretionary Grant (MPDG) program for the I-94 East-West Corridor Modernization Project in Milwaukee, Wisconsin; and

WHEREAS, the I-94 East-West Corridor Modernization Project (project) aims to reconstruct Interstate 94 between 70th Street and 16th Street to address the corridor's deteriorated condition, obsolete design, and high crash rates; and

WHEREAS, modernization of the I-94 East-West corridor will better connect local residents to jobs, daily needs and other destinations; and

WHEREAS, the project will improve safety, mobility and traffic operations through modern design and elimination of current deficiencies; and

WHEREAS, the City of West Allis recognizes the importance of project to our community.

NOW THEREFORE, Be It Resolved, that the Common Council of the City of West Allis hereby authorizes submittal of a letter of support for the Wisconsin Department of Transportation's Application for a FY 25-26 Multimodal Project Discretionary Grant for the I-94 East-West Corridor Modernization Project.

SECTION 1: **ADOPTION** “R-2024-0219” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0219(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

[Date]

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg,

I am writing you in support of the Wisconsin Department of Transportation's (WisDOT) application to the FY 25-26 Multimodal Project Discretionary Grant (MPDG) program for the I-94 East-West Corridor Modernization Project (Project) in Milwaukee, Wisconsin. A grant award would be used toward reconstruction of Interstate 94 (I-94) between 70th Street and 16th Street to address its deteriorated condition, obsolete design, and high crash rates. Project area infrastructure has already outlived its design life and is quickly approaching the need for replacement. The preferred alternative will see the modernization of the project corridor with the rebuilding of the I-94 mainline, bridges, interchanges, and impacted local roads.

The I-94 mainline through the project area is located entirely within Census tracts identified as Areas of Persistent Poverty. Six of the eight tracts are also recognized as Historically Disadvantaged Communities. Modernization of the corridor will better connect these communities to their daily needs, jobs, and other destinations. The I-94 corridor through the project area is also Wisconsin's busiest roadway, seeing average annual daily traffic (AADT) of 169,000 vehicles daily (2022). The project corridor is at the heart of the southeast Wisconsin region, with 27% of jobs, 26% of the population, and 35% of businesses in the seven-county area located within a five-mile radius of the Project.

The Project will address substandard and hazardous design elements dating back to the freeway's original construction in the 1960s. These include left lane on- and off-ramps and substandard horizontal and vertical curves, sight distances, and merging lane lengths. When combined, all the functional deficiencies create substandard conditions throughout the I-94 East-West Corridor, resulting in a substantially higher than average crash rate in many locations. From 2015 to 2019, there were 2,300 crashes on I-94 and ramps in the study area, or roughly 1.3 crashes per day. Over 20 percent of the crashes resulted in injuries and four crashes were fatal.

WisDOT identified a design alternative for the corridor that avoids and minimizes impacts while addressing pressing transportation challenges. The Project will improve mobility and traffic operations through the corridor by reconstructing the mainline with eight 12-foot travel lanes to match the recently modernized Marquette and Zoo interchanges completed in 2008 and 2023, respectively. The Project's modern design and elimination of pinch points where eight and six lane segments meet will address the excessive crash rate on the mainline and service ramps. Beyond the primary needs for the project stormwater runoff will be managed through the addition of new detention ponds, noise barrier walls will be implemented where previously absent, and bicycle and pedestrian improvements will be applied to intersecting roadways and local trails. WisDOT has also committed to a robust transit mitigation plan with permanent transit facility measures that could serve as long-term transit system upgrades. As the Project progresses, commitments for disadvantaged business enterprise (DBE) involvement in construction will be established to ensure this regionally significant project has tangible benefit to women- and minority-owned businesses.

Please add to your organization letterhead

In closing, on behalf of [Organization], I ask that you give every consideration to WisDOT's application for the I-94 East-West Corridor Modernization Project. The Project will [statement of organization-specific benefits/perspective/anecdotes].

Thank you for your consideration,

[Name]

[Title]

I-94 East-West Corridor Modernization Project

70th Street to 16th Street, Milwaukee County



APPROVED ENVIRONMENTAL DOCUMENT

The Wisconsin Department of Transportation (WisDOT) completed a Supplemental Environmental Impact Statement (SEIS) for the I-94 East-West corridor from 70th Street to 16th Street. The Federal Highway Administration and WisDOT released the approved Supplemental Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) on March 8, 2024. This is the final environmental approval needed before proceeding to final design and construction.

PREFERRED ALTERNATIVE

8-lane modernization

- Lowest predicted crash rate of alternatives analyzed in the SEIS.
- Reduces the crash rate while serving 150 million more vehicle miles over 10 year as compared to 6-lane alternative (and reduces traffic on adjacent local streets).
- Results in substantial improvements to traffic operations resulting in less congestion and improved safety (congestion is a contributor to crashes).

Reduced impact alternative - compared to 2016 FEIS

- Reduced displacements from 20 (2016) to 8 (2022).
- Reduced new right of way needed from 73 acres to 49 acres.
- Breakdown of the preferred alternative right of way:
 - Existing highway right of way: 75%.
 - Public utilities and stadium district: 20%.
 - Private land needed: 5%.

LOCAL AND INTERSTATE TRAFFIC

Traffic direction is split almost equally with 49% eastbound and 51% westbound in the morning with similar percentages in the afternoon.

During the midday, most travel is between businesses, which includes the highest amount of trucks as a percentage of total volume. Congestion is not just a future problem based on traffic growth: it is a problem today, based on today's traffic volumes, which is causing user delays and crashes.

EQUITY

It is not equitable for WisDOT to accept a more congested and less safe freeway on I-94 in Milwaukee while providing a more modern and safer I-94 freeway in surrounding communities.

LOOK AHEAD

Pending funding availability, utility and Interstate highway construction is currently scheduled to start in 2025 and continue for about seven years. You can help keep the project on track by providing a letter of support for inclusion in the MPDG application for the project.

REQUEST FOR SUPPORT

Your support is requested for WisDOT's application to USDOT's Multimodal Project Discretionary Grant (MPDG) program. Reviewers take letters of support into consideration when determining which projects to provide grant funding. If you would be willing to provide a letter of support, please use the template provided and add your own perspective on how/why this project is important to you.

Please use your organization's letterhead and return your letter of support to WisDOT by **Wednesday, May 1st, 2024**.

MPDG PROGRAM

The MPDG program consists of three subprograms, of which the I-94 Project is eligible for two - Mega and INFRA:

Mega

Awards competitive grants to multimodal freight and highway projects of national or regional significance to improve the safety, accessibility, efficiency, and reliability of the movement of freight and people in and across rural and urban areas.

INFRA

Invests in large, complex projects that are difficult to fund by other means and are likely to generate national or regional economic, mobility, or safety benefits.

USDOT has made available \$5.1 billion for the current round of funding (fiscal years 2025 and 2026). With the funding authorized under the Infrastructure Investment and Jobs Act (IIJA) set to expire in 2026, this may be the last chance to secure MPDG funding.

BENEFITS

Minimal footprint

- The reconstructed I-94 East-West corridor will be built largely within the existing right of way or on publicly owned land.

Safety

- The average crash rate on the corridor varies between two to three times higher than the statewide urban freeway average and, at some points, more than four times higher.
- Crashes on other recently reconstructed/modernized southeast Wisconsin Interstate segments have been reduced by up to 45%. Similar results are expected in this corridor.

Community

- The 2016 FEIS and 2024 Supplemental FEIS concluded the project would not result in any impacts that would be considered disproportionately high and adverse to minority or low income communities under Executive Order 12898 on Environmental Justice.
- The project will result in 6,000-10,000 jobs and create better connections to major employment centers including the Menomonee River Valley, downtown Milwaukee, and the Milwaukee Regional Medical Center.

Water runoff

- WisDOT will work with communities and the Milwaukee Metropolitan Sewerage District (MMSD) during the Project's final design phase to formulate stormwater management strategies, both from a water quality and water quantity standpoint.
- Reconstruction provides an opportunity for WisDOT, local stakeholders, and MMSD to partner in green infrastructure solutions to manage stormwater onsite.

Travel impacts

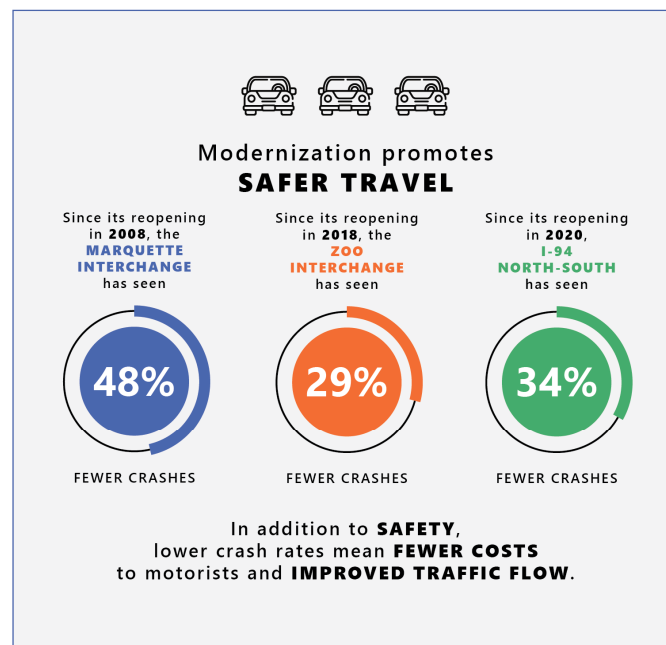
- The Southeastern Wisconsin Regional Planning Commission (SEWRPC) forecasts include an estimation of new and diverted trips. New trips are generally fewer in a mature urban corridor compared to a roadway in a less developed location.
- The preferred alternative is complimentary to the city of Milwaukee's Complete Streets program, making bike and pedestrian improvements on local roads more successful by removing through traffic from local roads.

Cost avoidance

- Avoids the need for temporary solutions – such as another resurfacing in the near future (estimated at \$40+ million) requiring two more years of lane closures, user delays, and more crashes – that will add to the overall cost while doing nothing to solve the underlying safety and traffic problems.



Stadium Interchange—Diverging Diamond



HISTORIC PERSPECTIVE

The I-94 East-West corridor has historically been a power and transportation corridor with the Menomonee River, railroad, and power transmission lines separating the area. The Interstate was largely built in the abandoned right of way. In the 1960s, it was a natural route chosen by city of Milwaukee planners and built by the Milwaukee County Expressway Commission with minimal impacts to property and adjacent arterials.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0212**

**RESOLUTION APPROVING A \$2,000 NEIGHBORHOOD ASSOCIATION FOCUS
GRANT, TO THE LIBERTY HEIGHTS PARK NEIGHBORHOOD ASSOCIATION**

WHEREAS, the Mayor and Common Council of the City of West Allis, along with staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and,

WHEREAS, the Common Council of the City of West Allis under Resolution R-2014-0099 the City of West Allis Neighborhood Small Grant Program provides small grants to help organize neighborhood associations and to provide grants for neighborhood enhancement projects; and,

WHEREAS, the grant application and scope of work submitted by the Liberty Heights Park Neighborhood Association (Grantee) see attached EXHIBIT and has been reviewed by staff and recommended to the Mayor in accordance with program policies and is requesting approval; and,

WHEREAS, the grant meets the criteria of the West Allis Neighborhood Small Grant Program to provide neighborhood associations assistance to support a project that will be unique, enhance the neighborhood, and beautify the area.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby has reviewed a Small Grant request under the City of West Allis Neighborhood Small Grant Program Focus Grant of the Liberty Heights Park Neighborhood Association of up to \$2,000 to cover costs of the Liberty Heights Park warming house supplies, meeting room rental fees, block party starter kits, neighborhood signage and materials to help establish community programming events for future activities.

BE IT FURTHER RESOLVED that the Mayor or his designee is requesting authorization to enter into a grant agreement by and between the City of West Allis and the Liberty Heights Park Neighborhood Association for the project amount requested of up to \$2,000 and the parties agree to the following:

1. Grant. The City of West Allis will provide a Focus Grant to the Grantee In the amount of \$2,000 on a reimbursement basis.
2. Use. Utilize funds in accordance with the program rules specified in the application (Exhibit A).
3. Records. The grantee shall maintain records of expenditures for a period of seven years.

BE IT FURTHER RESOLVED that up to \$2,000 will be appropriated from the West Allis Neighborhood Small Grant Program Focus Grant upon approval.

SECTION 1: **ADOPTION** “R-2024-0212” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0212(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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	_____	_____	_____	_____

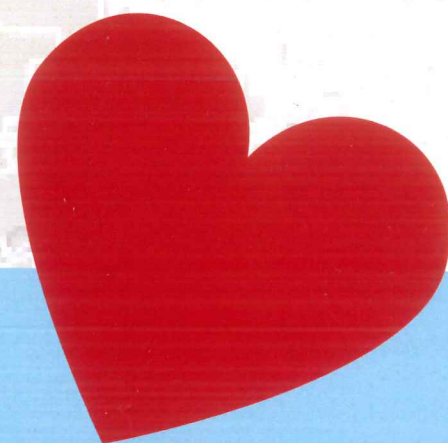
Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

I love my



NEIGHBORHOOD

Community • Connection • Care



<https://linktr.ee/lhpna>



NGHB-24-6

West Allis Neighborhood
Association Financial
Resources Applications
Status: Active
Submitted On: 3/26/2024

Primary Location

[REDACTED]
West Allis, WI 53214

Owner

Tasha Cowap
[REDACTED]
53214

Applicant

Tasha Cowap
 [REDACTED]
 [REDACTED]
 [REDACTED]
West Allis, WI 53214-5122

West Allis Neighborhood Association Financial Resources

Applications Type*

FOCUS Grant

General Information

Existing Neighborhood Name*

Liberty Heights Park Neighborhood
Association

Members*

Tasha Cowap, Mandi Bandt-Port, Jeff
Port, Kimberlee Grob

Attach Proof of Quorum at Annual Meeting



LHPNA Annual Meeting Sign I
n 2024.pdf

Mission/Statement of Purpose*

Mission Statement: Working together to foster a sense of community among neighbors, local businesses, schools, and faith-based groups.

Vision:

To increase quality of life by encouraging a sense of ownership among neighbors and local businesses

To host inclusive events that encourage community participation, networking, and socializing

To increase safety by communicating and collaborating with city leaders

To encourage patronage of local businesses through events that spotlight them.

Grant Request Amount (\$)*

2000

Activity Type*

Special Events

Proposed Use of Funds* ?

warming house supplies, meeting room rental and drinks/snacks, metal sign holders for events, block party starter kits, events, logo items and yard signs, metal street signs

Internal**🔒 Comments****🔒 Final Determination**

—

🔒 Grant Amount (\$)

—

LHPNA PROPOSED SCOPE OF WORK FOR 2024

<u>Warming House Supplies</u> 1 ice skate rack Skate guards 8' table		Spent \$330
Conference Room rental fee for Lake Effect	5 meetings	Spent \$110
Metal LHPNA signs for by Farmers Market	4	~ \$200 total
Metal sign holders (24x36)	10	~ \$300 total
<u>Block Party Starter Kits</u> Paper goods \$30 Grebes ham special \$30 Yard signs \$10	4 kits @ ~ \$70 each	~ \$280
Bike Rodeo		~ \$100
Halloween Event		~ \$200
LHP Skate Park Event		~ \$100
Coffee & snacks for meetings (\$27/3L)		~ \$80
Shirts or other logo items		~ \$200
Logo yard signs with QR code and waterproof pocket for event flyers		~ \$100
TOTAL		\$2000

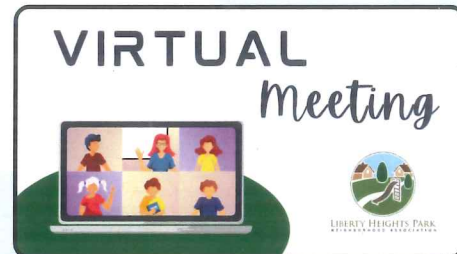


2024 EVENTS



----- Saturdays from 10-11am -----

MARCH 23	SEPTEMBER 21
MAY 25	NOVEMBER 16
JULY 27	



----- Thursdays from 6-7pm -----

APRIL 25	OCTOBER 24
JUNE 27	DECEMBER 19
AUGUST 29	



linktr.ee/lhpna





Help Wanted

THE LIBERTY HEIGHTS PARK NEIGHBORHOOD ASSOCIATION IS COMPLETELY VOLUNTEER RUN!

SCAVENGER HUNT PLANNER

Use an app to create a neighborhood scavenger hunt. We'll help get you started with info from previous years.

VOLUNTEER RECRUITER

Help coordinate volunteer recruitment with a local group, school, etc. that you're involved with.

TRANSLATOR

Translate FB posts, emails, and texts into Spanish.

FUNDRAISER

Organize a fundraiser through Krispy Kreme, MKE Pretzel, Raise Right, or donation jars in local businesses.

BIKE RODEO PLANNER

Join a team to help plan the West Allis Bike Rodeo for 2024.

LIASON

Share info with local schools, apartments, realtors, etc.

ICE RINK VOLUNTEER

Staff the warming house and help with skate loaning.

YARD SIGN HOST

Put up a yard sign at your home or business for an upcoming event.



LIBERTYHEIGHTSPARKNEIGHBORHOOD@GMAIL.COM • 414-502-8253
[HTTPS://LINKTR.EE/LHPNA](https://linktr.ee/lhpna)

**CITY OF WEST ALLIS
RESOLUTION R-2024-0214**

**RESOLUTION APPROVING AN AMENDMENT TO THE NEIGHBORHOOD
SMALL GRANT AGREEMENTS AND GRANT APPLICATIONS**

WHEREAS, the Mayor and Common Council of the City of West Allis, along with staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and,

WHEREAS, the Common Council of the City of West Allis under Resolution R-2014-0099 the City of West Allis Neighborhood Small Grant Program provides small grants to help organize neighborhood associations and to provide grants for neighborhood enhancement projects; and,

WHEREAS, in order to obtain the Organizational Grant or Focus Grant an organizing or established neighborhood association must first apply via cities online platform and obtain Common Council approval; and,

WHEREAS, the Organizational Grants (a onetime grant for brand new/start up neighborhood associations) shall offer a total available grant amount up to \$1,000. Approved grant funds shall be deposited in the association's financial institution account in the full requested amount by Electronic Funds Transfer (EFT). Upon application and approval an Organizational Grant agreement is prepared. EXHIBIT A; Proof of expenses to be submitted to the city within 30-calendar days as proof of project(s) progression; and,

WHEREAS, the Focus Grant (for existing established/recognized neighborhood associations) offers a total available grant in the amount up to \$2,000 in accordance with program policies. Up to 20% of the full grant amount may be used for supportive/justified administrative costs: 10% for food costs, and 10% for neighborhood association promotional items annually. Grant funds do not require a match from the neighborhood association and are reimbursed upon request within the application approval year per a reimbursement form. The Focus Grant agreement is shared in EXHIBIT B.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it has reviewed the request to grant \$1,000 of approved grant funds (Organizational Grant), deposited by (EFT), with proof of spending during any 30-calendar days of any month submitted to the City as proof of project(s) progression. The Focus Grant shall offer a total available grant in the amount up to \$2,000 by reimbursement at one hundred percent of approved projects that permits 20% of the total grant funds to be used for supportive justifiable items not exceeding \$400 annually under the City of West Allis Neighborhood Small Grant Program.

BE IT FURTHER RESOLVED that neighborhood associations shall prepare an end of year report for the grants they have obtained. The end of year report shall include a project evaluation report, annual bank statement, and three to five digital photographs submitted to the Planning & Zoning Office by project(s) close out, years end, or which ever comes first. Grant Program End-of-Year Report see Exhibit C.

SECTION 1: **ADOPTION** “R-2024-0214” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2024-0214(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

NEIGHBORHOOD ASSOCIATION ORGANIZING GRANT AGREEMENT

This Neighborhood Association Organizing Grant Agreement (the Agreement), is by and between the City of West Allis, a municipal corporation, hereinafter referred to as the “City,” and _____ Neighborhood Association, hereinafter referred to as the “Grantee.”

WHEREAS, the City of West Allis adopted a Neighborhood Grant Small Grant program to promote the formation and to support residents interested in forming neighborhood associations; and,

WHEREAS, a number of residents of the _____ Neighborhood have met on several occasions and are interested in organizing a neighborhood association; and,

WHEREAS, the residents have submitted an application outlining the proposed use of funds, as more particularly described in Exhibit “A,” attached hereto and by this reference made a part hereof; and,

WHEREAS, the proposed Association members will be residents or businesses within the proposed boundaries outlined in Exhibit “B”, hereinafter referred to as the Neighborhood Boundary Map; and,

WHEREAS, the Mayor of the City of West Allis, Alderpersons of the District, and the Manager of Planning and Zoning hereby recommend the grant and the approval of the agreement under **R-20XX-XXXX**.

NOW, THEREFORE, in consideration of the foregoing of the terms and conditions set forth in the Agreement, the parties agree as follows:

1. **Grant.** The City of West Allis will provide a grant to the Grantee in the amount of One Thousand Dollars (\$1,000.00), by Electronic Funds Transfer (EFT), to the financial institution established on behalf of the neighborhood association, after obtaining a federal tax identification number through an approved (W-9) application.
2. **Use.** Grantee will utilize funds in accordance with program rules and per the scope outlined in Exhibit A.
3. **Hold Harmless and Indemnifications.** To the fullest extent permitted by law, the Grantee, shall release, indemnify, hold harmless, and defend the City of West Allis from and against any and all claims, lawsuits, judgments, demands, liabilities, damages, losses, costs, and expenses including attorney fees arising out of, resulting from, or relating in any way to the performance (or non-performance) of Association’s responsibilities, duties, and obligations under this Agreement.

Records. The Grantee shall maintain records of the expenditures for a period of seven years. The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Proof of spending during any 30-calendar days of any month must be submitted to the City as proof of project(s) progression. Neighborhood Associations must submit an end-of-year report to the Department of Planning & Zoning, including a summary of activities, financial statements, 3 to 5 digital pictures, and other project documentation. If the Neighborhood Association would like to apply for a Focus Grant in the

same year, the end-of year report for the organizational grant must be submitted and closed out before the Focus Grant application will be considered.

4. **Effective Date.** Grant funds will be made available upon signing of the Agreement by all parties.
5. **Notifications.** Communications regarding the Agreement will be sent to the following address:

Grantee: **Authorized Representative of Association**
 Neighborhood Association Name
 Mailing Address of Association (mirroring W-9)

City: **Planning and Zoning Office**
 City of West Allis
 7525 W. Greenfield Avenue
 West Allis, WI 53214

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executive by their respective duly authorized representatives on the dates set for the below.

City of West Allis

By: _____
 Dan Devine, Mayor

Date: _____

Grantee

By: _____

Printed Name: _____

Date: _____

Approved as to form this ____ day
of _____, 20_____.

Kail Decker, City Attorney

FOCUS GRANT AGREEMENT

This FOCUS Grant Agreement (the "Agreement"), is by and between the City of West Allis, a municipal corporation ("City") and _____ **Neighborhood Association**, ("Grantee").

WHEREAS, the City adopted a Neighborhood Association Small Grant Program that includes FOCUS Grants to provide neighborhood associations assistance to support a unique and transformation project that will enhance the neighborhood, promote and beautify the area; and,

WHEREAS, the residents who are members of the Grantee have submitted a FOCUS Grant Application outlining the proposed use of funds, as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof; and,

WHEREAS, the grant application was approved by the Common Council under **R-20XX-XXXX** on **month/day/year**.

NOW, THEREFORE, in consideration of the foregoing of the terms and conditions set forth in the Agreement, the parties agree as follows:

1. **Grant.** The City will provide a FOCUS Grant to the Grantee in the amount of up to Two Thousand Dollars (\$2,000.00) on a reimbursement basis by Electronic Funds Transfer (EFT), into the financial institution established on behalf of the Grantee, and that grant funds are used in accordance with the approved grant.
2. **Reimbursement.** The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Proof of spending submitted to the City for reimbursement must not be older than 30-calendar days at the time of submission to show project progression. Proof of spending must be in the form of receipts, invoices, or service work-orders from verifiable vendors. Justifiable goods are limited to 20% of the annual total approved grant amount. This 20% permits 10% (\$200.00) for food costs and 10% for neighborhood association promotional items (\$200.00). Justifiable items shall not exceed \$400.00 annually.
3. **Use.** Grantee will utilize funds in accordance with program rules and per the scope outlined in Exhibit A
4. **Hold Harmless and Indemnifications.** To the fullest extent permitted by law, the Grantee, shall release, indemnify, hold harmless, and defend the City from and against any and all claims, lawsuits, judgments, demands, liabilities, damages, losses, costs, and expenses including attorney fees arising out of, resulting from, or relating in any way to the performance (or non-performance) of Association's responsibilities, duties, and obligations under this Agreement.
5. **Records.** The Grantee shall maintain records of the expenditures for a period of seven years. The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Neighborhood Associations must submit an end-of-year report to the Department of Planning & Zoning, including a summary of activities,

financial statements, 3 to 5 digital photographs, and other project documentation. If the Neighborhood Association would like to apply for a Focus Grant in the same year, the end-of-year report for the organizational grant must be submitted and closed out before the Focus Grant application will be considered.

6. **Effective Date.** Grant funds will be made available upon signing of the Agreement by all parties.
7. **Notifications.** Communications regarding the Agreement will be sent to the following address:

Grantee: **Authorized Representative of Association**
 Neighborhood Association Name
 Mailing Address of Association (mirroring W-9)

City: **Planning and Zoning Office**
 City of West Allis
 7525 W. Greenfield Avenue
 West Allis, WI 53219

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executive by their respective duly authorized representatives on the dates set for the below.

City of West Allis

By: _____
 Dan Devine, Mayor

Date: _____

Grantee

By: _____

Printed Name: _____

Date: _____

Approved as to form this _____ day
of _____, 20____.

Kail Decker, City Attorney

City of West Allis Neighborhood Association
Grant Program End-of-Year Report

Board of Directors (include name and e-mail address)

President:

Vice-President:

Treasurer:

Secretary:

General Membership

How many people (estimate) regularly attend neighborhood association meetings?

How many people (est.) volunteered to support your activities and events this year?

Optional: include attachment of membership listing with names and e-mail addresses

Summary of Activities and Events

For each activity/event, provide date, time, location, description of activity/event, overall cost, how many people participated (estimate). (*Optional:* add as attachment if multiple projects)

Community Partners

List all community partners who helped support your neighborhood association and what they provided (cash donation, in-kind donations, meeting space, food for events, vendor discounts, volunteer hours, etc)

Organizational Learning

Which of your outcomes did you achieve this year? How do you know they were achieved?

What were some challenges you faced?

Additional Financial Resources

List any additional funds generated by the neighborhood association through membership dues, fundraising, event proceeds, direct solicitations, grants, or other means to support neighborhood activities and engagement.

Attachments

1. Budget (itemized breakdown of City of West Allis grant funding expenditures)
2. Bank statement showing all 12 months of financial activity
3. 3-5 digital photos documenting activities/events
4. Other (as needed)



ALC-24-5

Alcohol Beverage Retail
License (Tavern, Liquor
and/or Beer Store,
Restaurant) - New,
Renewal, Transfer to New
Location

Status: Active

Submitted On: 3/28/2024

Primary Location

6922 W ORCHARD ST
West Allis, WI 53214

Owner

Tanner Paull Post No 120
2944 Autumn Ln Dale Slowik
East Troy, WI 53120

Applicant

 Brandon Balaka
 262-391-3683
brandonbalaka17@yahoo.com
 6922 W Orchard street
West Allis, WI 53214

Application Information

New, Renewal, or Transfer to a new location*

New

If you are applying for a liquor store that will sell beer, and wine and/or liquor, choose Class A Beer and Class A Liquor; choose Class B Tavern for sale of beer, wine and liquor at a bar or restaurant.

License Type*

Class B Tavern

Business Information

Type of Organization*

LLC

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

Shotzys 2

DBA/Trade/Business Name *

Shotzys Country Rock bar 2

Business Address (License Location)*

6922 W. Orchard St.

Business Phone Number*

2623913683

Business Zip Code*

53214

Business Email*

Brandonbalaka17@yahoo.com

Federal Employer Identification No. (FEIN).*

99-1941933

WI Business Tax Registration Certificate Number
(starts with "456-")*

456-1031642558-04

WI Business Tax Registration Certificate #
Expiration Date.*

03/31/2026

Upload Your WI Business Tax Registration Certificate
Document*



20240328_152247.jpg

State of Incorporation for Corp/LLC applicants: (if
sole proprietor enter - not applicable)*

WI

Date of Incorporation:*

03/15/2024

Upload Articles of Incorporation*



EIN SCAN.html

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



I am the only officer or member of the organization.



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

2

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

Normally not used -Legal Description (not required if business street address has been provided above); This is NOT the premises description which is the areas in the building that will be licensed, you will enter the premises description in one of the following sections.

Was this premises licensed for the sale of liquor or beer during the past license year?*

Yes

If yes, under what DBA name was the license issued? *

Kanes

Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? *

No

Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant?*

No

Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?*

No

Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? (If sole proprietor choose - Not applicable)*

No

Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?*

Yes

If yes, describe:*

Eric Millard Owns Shotzsy in Oconomowoc as well as 2 Bucks Saloon in West Milwaukee

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]*

Yes

Does the applicant understand they must hold a Wisconsin Seller's Permit? (Please call the WI Dept. of Revenue with questions regarding this - 608-266-2776)*

Yes

Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?*

Yes

READ CAREFULLY BEFORE SIGNING:

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

Contact Person's Full Name*

Brandon Balaka

Title/Member*

Owner/Chef

Digital Signature*

✓ Brandon Scott Balaka
Mar 27, 2024

Phone Number*

2623913683

Email Address*

Brandonbalaka17@yahoo.com

Class B Applicants

Is another business type of business conducted at the premises?*

No

Applicant/Agent/Partner Information

Applicant/Agent's Full Name*

Brandon Scott Balaka

Mailing Address*

2763 S. 60th St.

Mailing City*

Milwaukee

Mailing State*

WI

Mailing Zip Code*

53219

County*

Milwaukee

Date of Birth*

10/17/1981

Age*

42

Place of Birth*

Milwaukee

Phone Number* ?

2623913683

E-Mail Address* ?

Brandonbalaka17@yahoo.com

Driver's License Number*

b4200778137701

Upload Driver's License* ?



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61477985.jpg

AGENT'S AUXILIARY QUESTIONNAIRE (AT-103)

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

I am an officer/director/member/manager/agent of the corporation, limited liability company or non-profit organization?



List your position in the organization (officer, member, manager, agent, president, etc.)*

Owner/Chef

making application for an alcohol beverage license.

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

List Name of Corporation, Limited Liability Company or Non-profit Organization*

Shotzys 2

How long have you continuously resided in Wisconsin prior to this date?*

my whole life

Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?*

Yes

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.*

OWI 1st offense in may 2019

Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?*

No

Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?

No

Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?*

No

6. Employment Information.

Are you self-employed?

Yes

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

✓ Brandon Scott Balaka
Mar 28, 2024

Auxiliary Questionnaire Alcohol Beverage License Application for Additional Partners, Members, or Officers (AT-103)

Position in Organization*

Partner

Last Name (include suffix if applicable)*

Millard

First Name*

Eric

Middle Initial

Home Address*

4873 Village CT APT 4

City*

Nashotah

State*

WI

Zip Code*

53058

Date of Birth*

03/24/1984

Age*

40

Place of Birth*

Milwaukee

Email Address*

ccrunner4450@aol.com

Phone Number*

4147045769

Driver's License Number*

m4632078410402

1. How long have you continuously resided in Wisconsin prior to this date?*

40 years

2a. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?*

Yes

2b. If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.

owi 1st december 2012

3a. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?*

No

3b. If yes, describe status of charges pending.

4a. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?*

Yes

4b. If yes, identify.

2 bucks saloon 5430 w burnham West Milwaukee, 53219

5a. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?*

No

5b. If yes, identify the name of the wholesale license or permittee.

5c. If yes, list the address including city and county.

6. Named individual must list in chronological order last two employers. Include Employer Name, address and the dates you were employed for. If none, or if you are still working, enter today's date in the fields.

Are you self employed?*

Yes

Most recent employer name*

my self

Most recent employer address*

4873 village CT apt 4

Most recently employed from:*

03/28/2024

Most recently employed to:

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

✓ Eric G Millard
Mar 28, 2024

Digital Signature*

✓ Eric G Millard
Mar 28, 2024

Premises Description - Alcoholic beverages may be sold and stored only on the premises described.

Describe the building or buildings where alcohol beverages are to be sold and stored. You must include all rooms including living quarters, if used, for the sales, services, consumption, storage of alcohol beverages and records.

List areas where alcohol beverages will be stored. *

Beverages will be stored on premise in beer coolers and behind both upper and lower bar.

List all areas where alcohol will be sold/consumed.*

Beverages will be sold in upstairs hall and in downstairs restaurant area and consumed inside of premise only

Where are the alcohol beverage receipts kept?*

Receipts will be stored on premise in office located in back by kitchen

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company (AT-104)

The undersigned duly authorized officer/member/manager of:

Enter the registered legal name of
corporation/organization or limited liability
company*

Shotzys 2

A corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Enter the DBA name*

Shotzys Country Rock Bar 2

Located at (enter address of business premises)*

6922 W. Orchard St.

Appoints (enter name of appointed agent)*

Brandon Balaka

Who resides at (agent's home address)*

2763 S 60th street Milwaukee WI, 53219

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein.

Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?*

No

Is applicant agent subject to completion of the responsible beverage server training course?*

No

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

42 years

Place of residence last year:*

2763 S 60th Street Milwaukee WI, 53219


Place of residence last year*

Same as indicated above

For: (enter name of corporation/organization/limited liability company)*

Shotzys 2

Digital Signature of Officer/Member/Manager*

 Brandon Scott Balaka
Mar 28, 2024

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

Acceptance by Agent

I (type in agent's name),*

Brandon Balaka

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

Digital Signature of Agent*

✓ Brandon Scott Balaka
Mar 28, 2024

Current Date*

03/28/2024

Plan of Operation

Please enter your hours of operation; time you open to the time you close. If you will be closed on a certain day, type "CLOSED".

Please enter times in this format: 12:00 pm - 11:59 pm

Example: Sunday - 9:00 am to 2:00 am

Sunday Open - Close Times*

6:00 am to 2:00 am

Monday Open - Close Times*

6:00 am to 2:00 am

Tuesday Open - Close Times*

6:00 am to 2:00 am

Wednesday Open - Close Times*

6:00 am to 2:00 am

Thursday Open - Close Times*

6:00 am to 2:00 am

Friday Open - Close Times*

6:00 am to 2:30 am

Saturday Open - Close Times*

6:00 am to 2:30 am

Will you have a jukebox, amusement machines or pool tables?*

Yes

Will you have dancing, DJ, or bands?*

Yes

Will you have bowling?*

No

You will need a Public Entertainment License in addition to the alcohol license.

Are you also applying for a public entertainment premises license at this time? *

Yes

If you do not currently have a designated capacity occupancy load and posted sign, please contact the Fire Department to apply for one.

What is the legal capacity (occupancy load) of the premises?*

182 upstairs in the hall, with an additional 147 downstairs in the restaurant area

Choose the range that your legal capacity is in. *

300-399

Is the premises less than 300 feet from a school, hospital or church? *

No

Cigarette and/or Nicotine Products Retailer License

Are you also applying for a cigarette and/or nicotine products retailer license at this time?*

No

Types of Business that are planned or currently conducted on the premises (check all that apply)

Banquet Hall

☒

Bowling Alley

☐

Lounge/Tavern/Bar

☒

Nightclub

☒

Private/Fraternal/Veterans Club

☒

Cafe/Coffee Shop

☐

Full Service Restaurant

☒

Deli/Fast Food Restaurant

☐

Other:

Live music

Percentage of sales related to the types of business listed above, if none enter " 0".
Must equal 100%.

Alcohol %*

50

Food %*

40

Entertainment %*

10

Gas %*

0

Cigarettes %*

0

Other %*

0

Total % of Sales

100



Security Plans

Describe the security provisions for parking and loading zones:*

Parking is street parking in addition to 10 spots in private lot

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

2 Bouncers will be employed every Friday Saturday and special events as needed

Security Personnel Responsibilities and Equipment Used*

Will be iding everyone under 40. Equipment used will be flash light as well as black light for ids

Location of Inside and Outside Security Cameras*

Camera at each point of entry and multiple used in side

Litter and Noise

Name of solid waste removal contractor.*

Johns

How will the exterior trash/littering be addressed?*

Outside to be cleared every night by bar staff or bouncers

How will noise issues be addressed?*

Doors and windows will be closed after 9pm

Floor Plan - Must be submitted with the application.

A detailed floor plan must be submitted with application.

The detailed floor plan must include:

1. Area in square feet and dimensions of the licensed premises.
2. Location of all entrances and exits.
3. Location of all bars and seating areas.
4. Location of waiting areas, security search areas, stages, rooms, food preparation areas, etc.)
5. Locations of all public restrooms.
6. Locations of all stairs and elevators.
7. Location of public areas and nonpublic areas in the premises.
8. Location of all fire extinguishers and other safety equipment.
9. Location of all refuse/recycling containers inside and outside of the premises for items that are not purchased or received by the licensee.
10. North point (the north side of the premises).
11. Date.
12. Business Address.
13. Name of Applicant.

Upload Floor Plan*



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801796.jpg

Additional Information for Applicants

WI DEPARTMENT OF REVENUE PUBLICATION 302

Information for WI Alcohol Beverage & Tobacco Retailers

Includes information on:

- Licenses and permits
 - Prohibited activities
 - Underage persons and minors
 - Cigarette and tobacco products
 - Vapor products
 - Video gambling
-

New Alcohol License Application Supplemental Questions

Provide a detailed description of the type of business you plan on operating.*

Bar and Restaurant with occasional live music

Do you have any experience operating this type of business?

Yes

Proposed Opening Date*

05/01/2024

Is this premise under construction?

No

Is this a franchise?*

No

Is this premises currently licensed?*

No

Do you have future plans for other businesses, licenses or permits at this location?*

No

Are other businesses operating in the same building?

Yes

Please describe:

American Legion post 120

Will searches/identification checks be done upon entry?

Yes

Please describe:

Bouncers will id everyone under 40 years of age

Will you have a security alarm?*

Yes

Alarm System Registration - Important Information

Who Needs to Register:

All businesses and residences in the City of West Allis must register their alarm systems.

Types of Alarms that Require Registration:

Any alarm that:

1. Sends an alert directly to the West Allis police department (including silent or quiet alarms).
2. Makes a sound when activated.
3. Has a visual signal when activated.

Registration Deadline:

Alarm systems must be registered before installation. If you already have an alarm system, please register it promptly at [Click here to register](#).

Consequences of Non-Registration:

Failure to register may result in fines ranging from \$100 to \$500.

Changes in Occupancy or Alarm System:

Any change in occupant or alarm system requires obtaining a new permit.

For further details and to register your alarm system, visit [click here](#).

**You will need an occupancy permit and possibly other licenses/permits. Check all that you will/have applied for:
(check all that apply)**

Occupancy Permit*



[Click here to apply for the Occupancy Permit.](#)

Planning & Zoning - Landscaping



Planning & Zoning - Land Division / Combination



Planning & Zoning - Signage



Click here to apply for Planning & Zoning Permits.

Other, please list:

Acceptance & Signature

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



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



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



4. I understand that if this license is not used for a period of 30 days or more, it is subject to revocation.*



5. Each licensed premises shall always be conducted in an orderly manner, and no disorderly, riotous, or indecent conduct shall be allowed at any time on any licensed premises.*



6. I understand that the issuance of the license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws.*



7. I understand that I may not sell, dispense, or serve alcohol beverages by means of a drive-through facility. In this section, "drive-through facility" means any vehicle related commercial facility in which a service is provided, or goods, food or beverages are sold, served, or dispensed to an operator or passengers of a vehicle without the necessity of the operator or passengers disembarking from the vehicle.*



8. I understand that the license holder, and/or the employees and agents of the license holder, shall cooperate with police investigations of disturbances, intoxicated persons, underage persons and other violations of City and state laws. "Cooperate," as used in this subsection, shall mean calling the police when a disturbance of the peace or other violation occurs on the licensed premises and providing complete and truthful responses to police inquiries. A license holder shall also appear before the appropriate Common Council Committee when requested.*



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



10. I understand that the information submitted to the City by any applicant or licensee pertaining to an alcohol beverage license shall be true. Any person who submits in writing any untrue statement to the City in connection with any such license or application shall forfeit not more than five hundred dollars (\$500) together with the costs of prosecution, and in default shall be imprisoned in the Milwaukee County House of Correction for the maximum number of days set forth in Section 800.095(1)(b) of the Wisconsin Statutes. In addition, any license granted shall be subject to revocation and no alcohol beverage license of any kind whatsoever shall thereafter be granted to such person for a period of one year from the date of such revocation.*



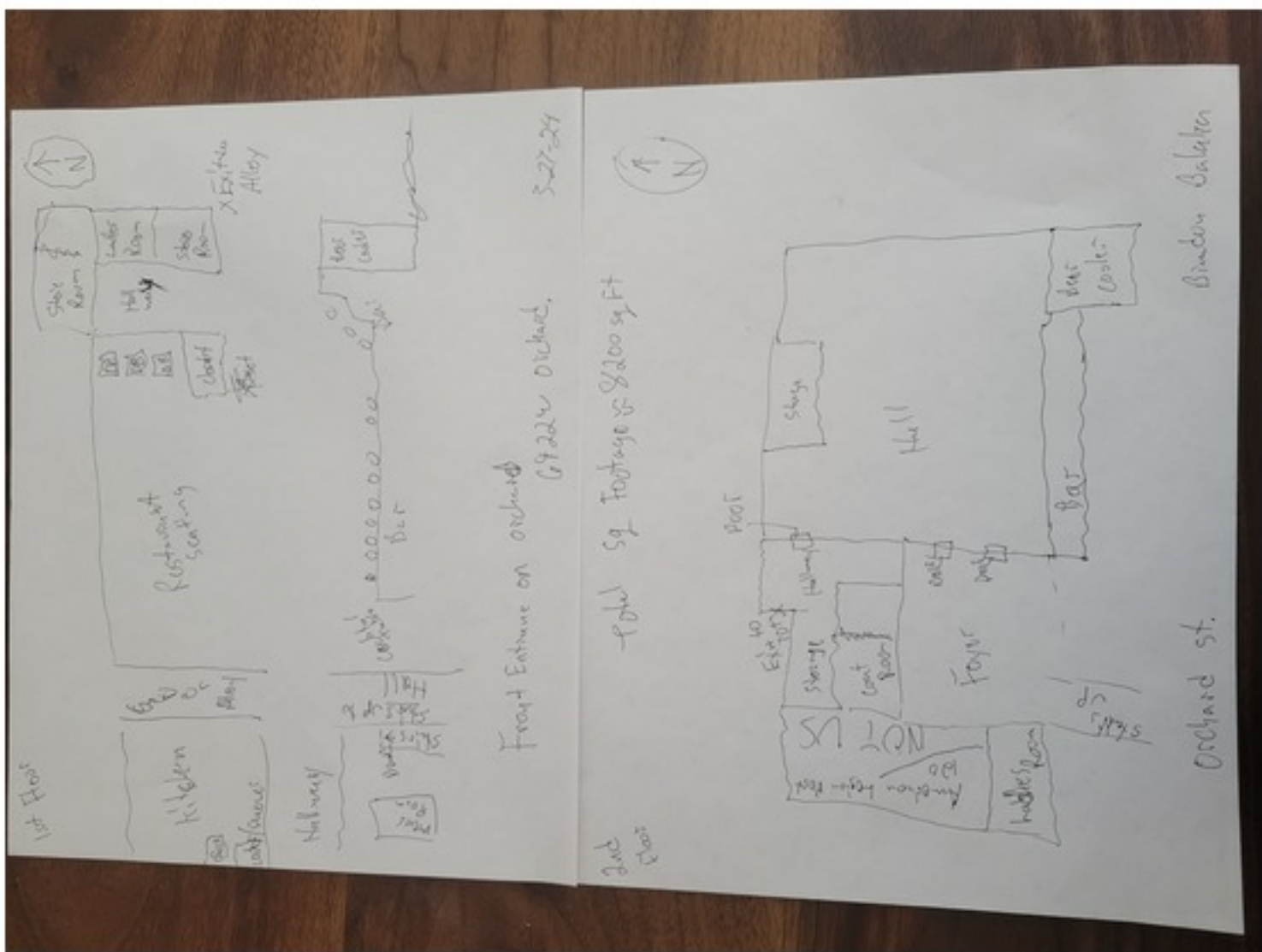
READ CAREFULLY BEFORE SIGNING:

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

Digital Signature (Individual, Partner, Member,
Officer or Agent *

✓ Brandon Scott Balaka
Mar 28, 2024

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





City Clerk
clerk@westalliswi.gov

April 8, 2024

Brandon Balaka
6922 W Orchard street
West Allis, WI 53214

RE: Class B Tavern License Application Review for Shotzys Country Rock bar 2 at 6922 W. Orchard St.

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: April 23, 2024

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 OF WEST ALLIS
RESOLUTION R-2024-0216**

**RESOLUTION AUTHORIZING THE HEALTH DEPARTMENT TO ACCEPT
FUNDING FROM THE WISCONSIN DEPARTMENT OF HEALTH SERVICES FOR
PUBLIC HEALTH VENDING MACHINE SUPPLIES**

WHEREAS, the Health Department received funding from the Wisconsin Department of Health Services to purchase and install two public health vending machines in the City of West Allis;

WHEREAS, the Health Department installed one machine at the Health Department and the other at Community Medical Services to support access to opioid-related harm reduction products like naloxone and fentanyl test strips;

WHEREAS, the available harm reduction supplies have been depleted, and;

WHEREAS, the Wisconsin Department of Health Services issued a request for proposals for, among other things, resupply of the public health vending machines up to \$45,000 each, and;

WHEREAS, the Health Department will apply for up to the allowable \$90,000 to resupply the machines because the 2024 budget did not include an appropriation for these products.

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

1. Authorizes the Southwest Suburban Health Department to apply for and accept the funds to resupply the Public Health Vending Machines;
2. Appropriates and amends the 2024 City Budget to allow for the purchases as outlined in the grant application; and
3. That the Health Commissioner is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this Resolution.

SECTION 1: **ADOPTION** “R-2024-0216” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0216(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0218**

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

WHEREAS, the Wisconsin Department of Health Services has issued a request for proposals to address social isolation and loneliness at the local level.

WHEREAS, the City of West Allis Health Department has identified social connections as a health priority issue and is partnering with others to address.

WHEREAS, available funds will help to expand the related services in to the community and reach more people, and,

WHEREAS, the Health Department worked with the West Allis Senior Center to apply for \$47,974.00 to address the social isolation and loneliness concerns among the elderly population, and,

WHEREAS, the 2024 budget did not include an appropriation for the Wisconsin Department of Health Services Social Isolation and Loneliness grant.

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

1. Authorizes the Southwest Suburban Health Department (f/k/a West Allis Health Department and Greenfield Health Department) to accept these funds should it be awarded; and
2. Appropriates and amends the 2024 City Budget to allow for the expenditure these funds as allowed in the grant program; and
3. That the Health Commissioner is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this Resolution.

SECTION 1: **ADOPTION** “R-2024-0218” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0218(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS 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

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis