



**STAFF REPORT
WEST ALLIS PLAN COMMISSION
Wednesday, February 26, 2025
West Allis City Hall, Room 128
6:00 PM**

- 3A. Conditional Use Permit for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S 60 St.**
- 3B. Site, Landscaping, and Architectural Design for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S 60 St. (Tax Key No. 490-9001-000 & 490-9002-000).**

Overview and Zoning

St. Barnabus Catholic Congregation consists of three organizations: Holy Assumption, St. Augustine, and St. Rita's. St. Rita's School at 6021 W. Lincoln Ave. is for sale.



St. Rita's School operated from 1924 until its closing in 2004 (1930's- 1970's enrollment was around 375 students), then leased to the Mary Queen of Saints Catholic Academy (parish consolidation), and later in 2013, Victory Christian School (around 200 students). The school has since been vacant for several years.

The St. Rita's campus consists of 5 lots:

- 1. School 6021 W. Lincoln Ave (490-9001-000)
- 2. Church, Gym, part of Kinder Care, w/ shared parking lot, 2307-53 S. 60 St. (490-9002-000)
- 3. Kinder Care, 2374 S. 61 St. (490-0045-001)
- 4. South Parking lot, 2365 S. 60 St. (475-0560-001)
- 5. South Parking lot. 23** S. 60 St. (475-0561-001)

The archdiocese has approved selling the school, and perhaps more of the above properties to come.

- The project description notes that AoE has tendered a second offer to purchase the entire remaining St. Rita’s property (including the gymnasium and north parking lot), which the Milwaukee Archdiocese is now considering.
- If the Archdiocese approves the second offer, AoE will amend this current CUP application and/or submit a second application for the remaining property.

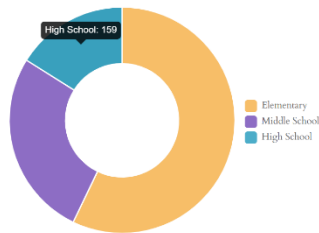
The [Academy of Excellence School](#) (AoE), is a K4-12 school with three Milwaukee campuses: North Campus- 4200 N. 51st Blvd., South Campus - 633 S. 12th St., and a High School - 2552 S. 19th St. Academy of Excellence has made an offer to purchase the former St. Rita’s school on the SW corner of S. 60 St. and W. Lincoln Ave. (6021 W. Lincoln Ave.) to relocate their High School from 2552 S. 19th St. in Milwaukee to West Allis.

They are also seeking to lease/utilize the gymnasium and St. Rita’s church parking lot on property located at 2307-53 S. 60 St. If this CUP application is approved, AoE will close the purchase of the school building and lease the gymnasium and north parking lot. The gymnasium is not regulation size, so it will be used only for physical education classes and practices. No games or tournaments will be held on site.

The Academy of Excellence High School proposes enrolment of 100-250 students.

Enrollment in Numbers

We currently serve over 990 students in grades PreK-5th (Elementary), 6th-8th (Middle School), and 9th-11th (High School)



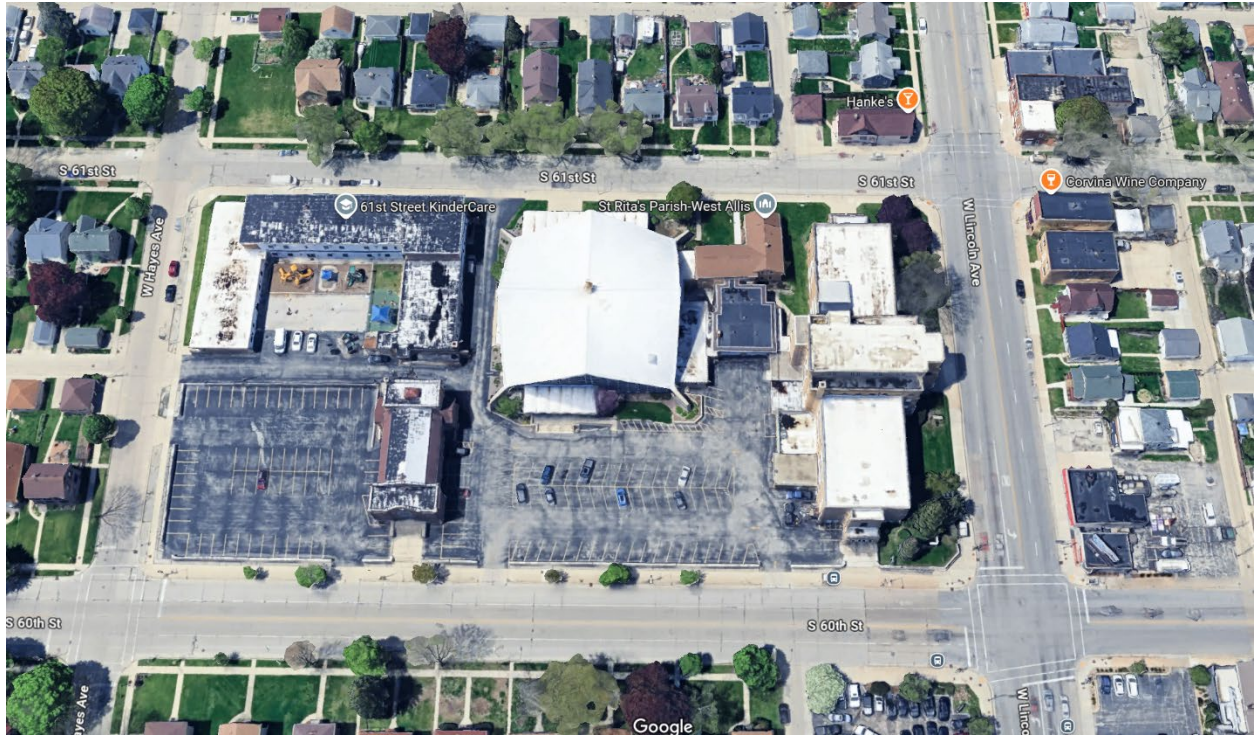
The school hours of operation will generally be Monday through Friday from 6:30 a.m. until 3:30 p.m. for instruction, with after-school services operating until 6 p.m. The applicants intend to commence classes this year starting in early September.

The subject properties 6021 W. Lincoln Ave. and 2307-53 S. 60 St. are zoned RC district. Schools require a conditional use permit, the use and plans will be open to a public hearing before Common Council.

Floor Plan

Classrooms and supporting functions will be within the former school building and staff is recommending a floor-by-floor inventory of use within the building (Lower Level to 5th floor).





Site/landscaping Plan

School parking will take place on the existing St. Rita’s church parking lot (at 2307-53 S. 60 St.) south of the school property (at 6021 W. Lincoln Ave.). There are about 64 shared off-street parking stalls on the church property. St. Rita’s church operates two services per week (Wednesday at noon and Sunday at 9am).

Primary access to the shared parking lot being from S. 60 St. and 4-5 contracted busses will also stage within the off-street same parking area on site entering from, and leaving onto, S. 60 St. The main entry to the school building is on the east side of the building and accessible from the off-street parking lot.

No site changes have been proposed to the former school or parking areas, and a site/landscaping plan has not been submitted. AoE has submitted an overall project description of their intent and operations (included at the end of this staff report) which references the intent.



Wednesday Noon Sunday 9:00 AM



Staff comment. In review of the existing conditions of the overall property and AoE’s project description, staff recommend the following items be shown on a site/landscaping plan:

1. Site Plan submittal to show:

- a. Access points to the property from adjacent streets, parking configuration internal traffic flow (overall school, church, kinder care), bus staging areas, note staff parking, student parking, student pickup and drop-off areas (no drop off on W. Lincoln Ave), designate walk path to main entrance, ADA/accessible parking, existing landscaping/green space areas being shown, additional landscaping areas on each side of the existing driveways onto S. 60 St.
 - b. Note existing parking restrictions around St. Rita's on S. 61st St. and W. Lincoln Ave. Any proposed changes being shared on plan and coordinated with City Engineering.
2. Waste management: The location of trash containers is currently unscreened from view and located along the south side of the school building in the parking lot. The location of refuse and other containers shall be shown on a site plan with details indicating the type of screening method. A 4-sided wood or composite enclosure is typical and recommended.
3. Bicycle parking indicated on the site plan at a rate of "1 bicycle parking space per classroom" per Sec. 19.44(3)a of the Municipal Code.

Architectural Plan

The school building at 6021 W. Lincoln Ave. is about 52,000-sf. The applicant is purchasing an existing structure. Repairs and roof replacement are described in the project description. That work does not include any construction or renovation requiring architectural drawings. The gymnasium roof requires extensive repairs or replacement, and the HVAC system requires complete replacement. No other exterior renovations have been identified at this time. Our Code Enforcement Department has indicated the need for code compliance – as a physical separation being needed between the church building and the school building area.

- As part of the conditional use permit, a plan submittal is required outlining how/when the physical separation will occur to achieve code compliance – new walls, ratings, opening removal, opening protection, building modifications, etc. A formal plan submittal and a building permit review will be required prior to any work commencing, and to obtain a certificate of occupancy to use the school.

Recommendation for Conditional Use Permit for Academy of Excellence, a proposed School use, and a Site, Landscaping, and Architectural Design Review for Academy of Excellence, a proposed School use, at 6021 W. Lincoln Ave. and 2307-53 S 60 St. (Tax Key No. 490-9001-000 & 490-9002-000). subject to the following conditions:

1. A revised Site, Landscaping, and Architectural Plan submitted to the Planning Office to show the following: (a) Access points to the property from adjacent streets, parking configuration internal traffic flow (overall school, church, kinder care), bus staging areas, note staff parking, student parking, student pickup and drop-off areas (no drop off on W. Lincoln Ave), ADA/accessible parking, existing landscaping/green space areas being shown; (b) removal of asphalt and perennial landscaping planting area being incorporated on either side of the S. 60 St. existing driveways along the east side of the property between the existing Lannon stone wall and sidewalk; (c) details of a 4-sided refuse enclosure and screening method being provided; (d) show bicycle racks on site - the provision of bicycle parking at a rate of 1 bicycle parking stall per classroom, as required by Sec. 19.44; (e) a floor plan inventory to identify and quantify areas of use within building.
2. Building permit review and Occupancy permit:
 - a. A plan outlining how/when the physical separation of school building and church building will occur to achieve code compliance – new walls, ratings, opening removal, opening protection, building modifications, etc. The plan will be a condition of the Common Council public hearing for Conditional use. A formal plan submittal and a building permit will be required prior for review and approval prior to the work commencing.

- b. New owners/occupants of the school building will need to apply for a certificate of occupancy. All building modifications finalizing the separation/creation of two buildings on separate parcels must be completed prior to final approval for regular occupancy and use of the school.
 - c. If prior to alterations occurring to separate the buildings in accordance with the proposed plan, it is determined that the creation of separate buildings on separate parcels is no longer necessary, the CSM must be modified to remove the parcel separation and submitted to the City of West Allis for review and approval.
- 3. Coordination with the City Engineering Department to request redesignation of existing on-street parking restrictions.
- 4. Signage and lighting plans to be reviewed for compliance and subject to permitting.
- 5. Common Council approval of the Conditional Use Permit.

CITY OF WEST ALLIS
APPLICATION FOR CONDITIONAL USE PERMIT

February 5, 2025

ST. RITA'S CHURCH AND SCHOOL PROPERTY

Tax Parcels	No. 490-0001-001
	No. 490-9002-000
	No. 490-0045-001
	No. 475-0560-001
	No. 475-0561-001

ARCHITECTURAL PLAN INFORMATION

The applicant is purchasing an existing structure. Repairs and roof replacement are described in the Addendum submitted as the Project Description. That work does not include any construction or renovation requiring architectural drawings.



ACADEMY OF EXCELLENCE

633 South 12th Street
Milwaukee, WI 53204

<https://www.mkeacademy.org/>

CITY OF WEST ALLIS
APPLICATION FOR CONDITIONAL USE PERMIT

February 5, 2025

ADDENDUM

ST. RITA’S CHURCH AND SCHOOL PROPERTY

Tax Parcels No. 490-0001-001
 No. 490-9002-000
 No. 490-0045-001
 No. 475-0560-001
 No. 475-0561-001

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- E - Osvaldo Frias LLC Contractor Scope of Work Proposal
- F - School Calendar

ACADEMY OF EXCELLENCE OVERVIEW

Academy of Excellence (“AoE”) is a private K-12 Christian school serving metro-Milwaukee. It participates in the Milwaukee Parental Choice Program, and holds contracts to purchase and/or lease the St. Rita’s property at South 60th Street and West Lincoln Avenue for use as a high school campus.

Incorporated under Ch. 181 of the Wisconsin Statutes, AoE is a non-profit educational, charitable, religious organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Since first opening its doors in 2012, AoE has become one of the area’s largest private schools. AoE partners with parents to develop the next generation of leaders, equipping students to lead in their families, jobs, communities, and the world. Its mission is providing a balanced, Christ-centered education with high academic standards. Its curriculum incorporates music, athletics, and the arts, concentrating in time-tested core subjects that provide the foundation for economic success and a life of leadership and service in family and community.

AoE’s inspirational growth and success began 13 years ago with its founders’ vision to provide educational opportunities for Milwaukee-area youth. AoE now employs almost 100 full-time teachers and teacher aides serving nearly 1000 students at three campuses, in addition to a tuition-free virtual K-12 “campus.” South Campus (633 S. 12th Street) and North Campus (4200 N. 51st Street) both serve elementary and middle school students (PreK-5th and 6th - 8th). The Windlake Campus (2552 S. 19th Street) serves high school students (9th -12th). AoE has leased that property from the Milwaukee Archdiocese for several years, and now seeks to purchase and receive a Conditional Use Permit to use the St. Rita’s property as its own high school campus.

ST. RITA'S CAMPUS AND ZONING

The St. Rita's property occupies the entire block between 60th and 61st Streets on the east and west, and W. Lincoln Avenue and W. Hayes Avenue on the north and south. It consists of five tax parcels, Nos. 490-0001-001, 490-9002-000, 490-0045-001, 475-0560-001, and 475-0561-001. Parcel maps are attached as Appendix C.

The north and south sections of the block are zoned RC and RB (multi-family and traditional residential). West Allis Municipal Code § 19.21. Improvements include the school building facing north on W. Lincoln; church and rectory facing west on South 61st; an educational wing leased to Kindercare day care located south of the church, also facing west on South 61st; and a gymnasium located between two parking lots, all facing east on South 60th.

St. Rita's was a prominent parish church and parochial school for many decades after its founding in 1924. Most recently, Victory Christian Academy leased the campus and was granted a CUP for grades K4 - 8. Per Code § 19.32, AoE seeks a CUP to continue the historical educational use of the property and buildings as a high school, and anticipates continuing the lease with Kindercare for the foreseeable future.



OFFERS FOR ACQUISITION AND ALTERNATIVE PLANS OF OPERATION

Offer One

St. Rita's Parish, the current owner of the property, has merged with Holy Assumption Parish and St. Augustine Parish to form the new St. Barnabas Parish. St. Rita's has accepted AoE's offer to (i) purchase the school building property facing W. Lincoln on the north and (ii) lease the gymnasium and north parking lot facing South 60th on the east. The school building property (to be purchased) was recently surveyed as Lot 1, CSM No. 9623, Appendix B, and is outlined (generally) below in yellow. The gymnasium and north parking lot premises (to be leased) are outlined in red and green.

If this CUP application is approved, AoE will close the purchase of the school building and lease the gymnasium and north parking lot. The gymnasium is not regulation size, so it will be used only for physical education classes and practices. No games or tournaments will be held on site. To date, AoE has leased separate facilities for games and tournaments or used its North Campus gymnasium, and will continue to do so.

The school building needs only cosmetic repairs and maintenance. However, the gymnasium roof requires extensive repairs or replacement, and the HVAC system requires complete replacement. If the CUP is granted, AoE will close the purchase and lease, obtain all required permits, and complete the work in time to receive an occupancy permit and begin operations by September 1 for the 2025-26 school year. The architect's construction plan and contractor's scope of work are included as Appendices D and E.



Offer Two

AoE has tendered a second offer to purchase the entire remaining St. Rita's property (including the gymnasium and north parking lot), which the Milwaukee Archdiocese is now considering.

If the Archdiocese approves the second offer, AoE will amend this current CUP application or submit a second application for the remaining property. If the amended or new CUP application is approved, AoE will use the school, gymnasium and north parking lot the same as currently proposed (under the first offer and this CUP application). It will adapt the church building for chapel and religious services, assemblies, plays, graduations, and similar functions; and will apply for permits to adapt the rectory for administrative offices or continue residential use for caretaker or staff housing. AoE will continue using the south lot for parking, with consideration for future alternative uses and development; and will continue the lease with KinderCare for the foreseeable future.



BUILDING PERMIT

Based on the walkthrough with AoE's contractor and conversations with St. Rita's representatives and City staff, AoE anticipates obtaining building permits to repair or replace the gymnasium roof and replace the HVAC system. These work items and a number of additional maintenance and repair items are included in the architect's and contractor's proposed scope of work and construction plans, Appendices D and E.

AoE has successfully completed similar repair and replacement work before for both its North and South Campuses. Based on that experience and discussions with the architect and contractor, AoE is well able to obtain permits, complete the work, and satisfy occupancy requirements in time to commence school operations by September 1, 2025.

PLAN OF OPERATION

Start Date. If the CUP is granted, AoE will complete all repair work well in advance of faculty and staff in-service in August and the start date of the 2025-2026 academic year.

Daily Schedule. AoE follows a typical five-day school week, with occasional special events outside of normal school hours. Faculty, maintenance and support personnel will be on campus prior to and after school hours and all special events. Normal hours of operation on school days are 6:30 a.m. to 3:30 p.m.

Resource Officer. AoE currently contracts with a school resource officer for the Windlake Campus, and will continue its contract with the same officer at the St. Rita's campus. (AoE has not experienced any internal or external threats or violence to date at the Windlake Campus, but believes a resource officer is still prudent.)

Calendar of Events. The 2025-2025 school calendar is not yet published, but will be similar to the current year school calendar, Appendix F.

Athletic Events. As stated above, the gymnasium is not regulation size, and will be used only for physical education classes and practices. AoE currently leases separate facilities for games and tournaments or uses its North Campus gymnasium, and will continue to do so. No games or tournaments will be held on site. More important, AoE is not an athletics preparatory school, and has never had safety or disorderly conduct issues at sporting events. Interscholastic sports are limited to soccer and basketball, which are run as high school youth sports are intended – to build character, fitness, camaraderie and school spirit.

Student Enrollment. AoE's current high school enrollment is about 100 students. Enrollment has been stable, and AoE anticipates about the same number at the St. Rita's location. Even if student population increases in the future, maximum capacity would be approximately 250 given school building occupancy limits and AoE's philosophy of maintaining small class sizes and optimal student-teacher ratios.

On-Campus Meals. AoE will continue providing school lunches, but will not do cooking or meal prep on site. AoE contracts with the Center for Independence, which does all food prep at its own facilities and caters them to AoE campuses. If the City requires a food license or other permits, AoE will make those arrangements.

Miscellaneous/Other. All refuse, recyclables and other waste materials will be screened from view within a four-sided enclosure. AoE contracts with Waste Management to handle its refuse and waste material needs. If the City has any additional requirements, AoE will make those necessary arrangements as well.

TRAFFIC FLOW AND OPERATIONS

Parking. Most student transportation to and from school will be provided by 4 -5 buses supplied through AoE's contract with C&S Transportation, which has provided transportation services for AoE the last six years. Very few students drive, so staff and student parking together will require only 25 – 30 spaces, the same as at the Windlake Campus. To prevent congestion in and around the campus, AoE will stage bus pick up and drop off points off street inside the north parking lot. The staging area is highlighted in **yellow**. If additional parking is required for special events, AoE will make arrangements with St. Rita's to use the south lot, highlighted in **red**. (AoE will own that lot if the second offer and amended/new CUP is approved.)

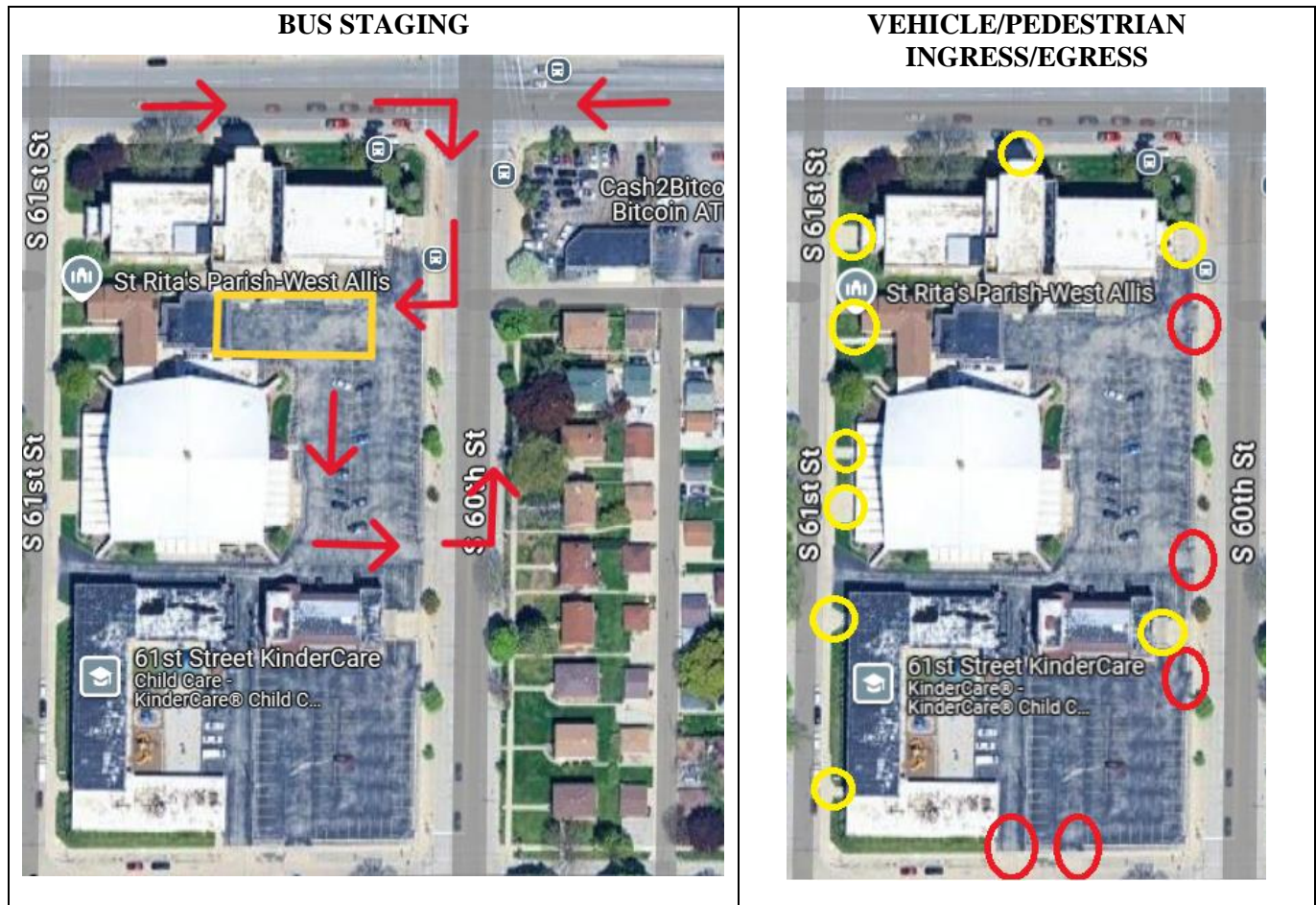


Traffic Flow. Traffic will be the heaviest during the regularly beginning and end of the school day, 6:30 – 7:30 a.m. and 3:00 – 3:30 p.m. Based on experience with its other campuses, AoE does not anticipate problems with congestion or impeding neighborhood traffic flow, and will look to the City and zoning staff for guidance based on their prior experience with St. Rita's and Victory Christian Academy.

Buses approaching the campus from the east or the west on Lincoln Avenue will follow the traffic flow shown below. Buses heading either east or west on Lincoln will turn south onto S. 60th Street, then into the lot entrance, and then on to the bus staging area to drop off or pick up students. The staging area will be located in the parking lot north of the gymnasium as shown, along the south (rear) side of the school building. Buses departing the staging area will proceed south through the parking lot before exiting back out onto S. 60th Street, then turn north back to Lincoln Avenue away from the campus. (AoE does not

anticipate bus traffic travelling south on 60th Street, and will minimize any there may be.)

Multiple points of ingress and egress are sufficient to accommodate the bus traffic and vehicles during the heaviest use periods at the beginning and end of the school day. Vehicle ingress and egress points are highlighted in red, pedestrian in yellow.



Other Resources. Together, school and public buses, personal vehicles, and pedestrian travel will provide ample access and minimize traffic impact and congestion in surrounding neighborhoods. The campus is situated on a confluence of Milwaukee County Transit System bus lines which has multiple schedule stops on and near the campus. The stop for Route 53 travelling west on W. Lincoln Avenue is on the northeast corner of the campus, adjacent to the school building entrance at the intersection of W. Lincoln and S. 60th Street. The corresponding stop for Route 53 eastward is located kitty-corner to the school building to the northeast across Lincoln. The stop for Route 60 traveling north and south on S. 60th Street is also on the northeast end of the campus, adjacent to a side entrance of the school building.

CONCLUSION

For 13 years, AoE has been a successful, positive presence at each of its campuses. We look forward to a successful relationship with the City and the St. Rita's neighborhood as well.

APPENDIX A

WEST ALLIS MUNICIPAL CODE § 19.14

2. STANDARDS FOR APPROVAL

- a. The establishment, maintenance or operation of the conditional use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare and will not otherwise conflict with the purpose and intent of this Chapter.

AoE will continue the historic faith-based tradition begun by St. Rita's a century ago, using the campus to educate and challenge young people to live their lives based on Christian character, being both leaders and servants in their families, jobs, and communities. AoE has been a good neighbor at its other campuses and looks forward to working with the St. Rita's area and being a positive influence in the community. The small student body, limited student drive-ins, school resource officer, off-site athletic events, and closed campus during the school day all ensure there will be no disruption or detriment to the neighborhood.

- b. The use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.

See Response to Question a. above.

- c. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for permitted uses in the Zoning District.

The St. Rita's campus has been a stable fixture in the neighborhood for over 100 years. The location in a mature residential neighborhood and in proximity with existing development on W. Lincoln Avenue may limit additional development in the area. However, the south parking lot on the campus presents a possible development opportunity, as would the separate educational wing if Kindercare ever terminates the lease. Depending on circumstances, AoE would certainly consider alternative uses or development for those areas in consultation with zoning staff and consistent with City planning.

- d. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.

See Appendices D. and E., Construction Proposal (Custom House Architects) and Scope of Work Proposal (Osvaldo Frias LLC).

- e. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in the public streets.

See Page 6, Traffic Flow and Operations.

- f. Adequate measures have been or will be taken to encourage walking, biking, and transit trips in a manner that considers the context of the surrounding community as well as the broader urban design needs of the city.

See Page 6, Traffic Flow and Operations.

- g. The conditional use will comply with all additional regulations imposed on it by the particular provision of this Chapter authorizing such use.

Being a good neighbor means working City officials and neighbors to address reasonable concerns. AoE has been successful developing and complying with permit requirements in its other campus locations that protect the surrounding neighborhoods.

APPENDIX B

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP NO. 9623

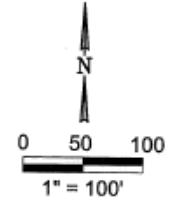
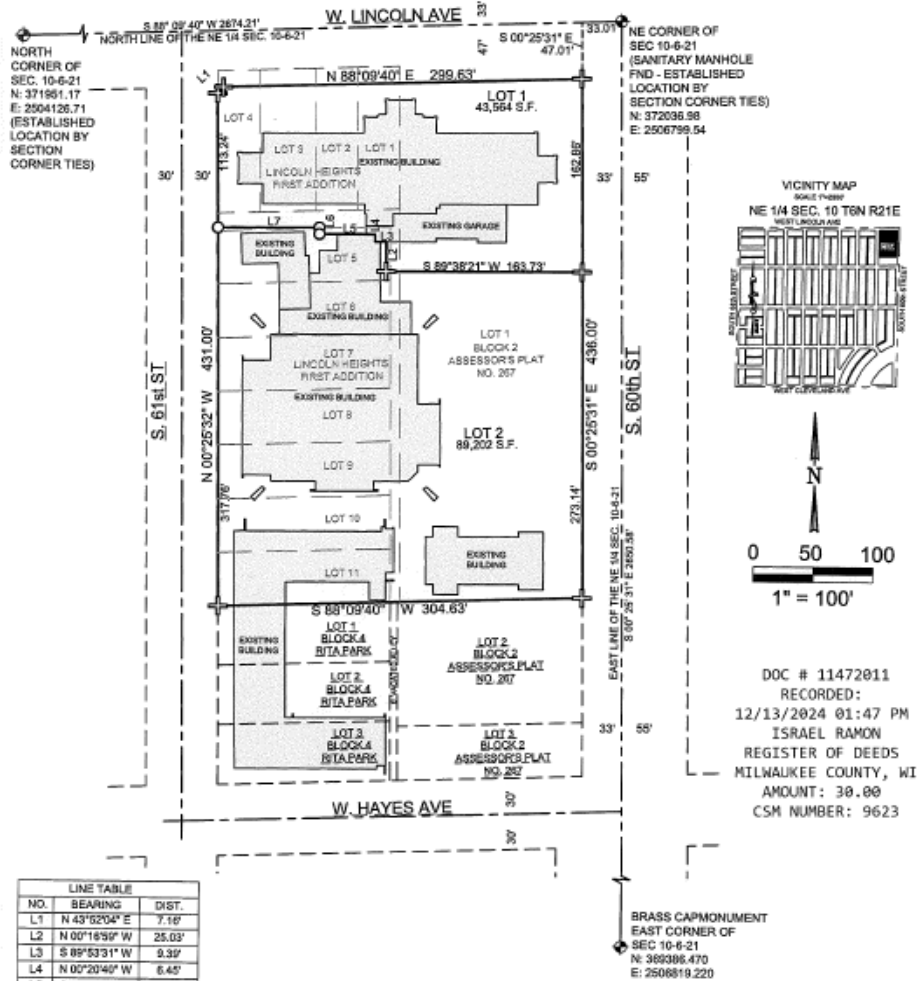
LOT 1, BLOCK 2, ASSESSORS PLAT NO. 267, PART OF LOTS 1-4, ALL OF LOTS 5-11 AND VACATED ALLEY, ALL IN BLOCK 1, FIRST ADDITION TO LINCOLN HEIGHTS, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 21 EAST, LOCATED IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

PREPARED FOR:
CHURCH ST. RITA CONG
6021 W. LINCOLN AVE
WEST ALLIS, WI 53203

PREPARED BY:
RICK R. HILLMANN
MEAD & HUNT
10700 RESEARCH DR. SUITE 155
WAUWATOSA, WI

NOTE:

- DENOTES 1" X 18" IRON PIPE 1.13 LBS. PER LINEAL FOOT SET AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.
- ⊕ DENOTES SET CHISELED CROSS



DOC # 11472011
RECORDED:
12/13/2024 01:47 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00
CSM NUMBER: 9623

NO.	BEARING	DIST.
L1	N 43°02'04" E	7.16'
L2	N 00°16'59" W	25.03'
L3	S 89°53'31" W	9.39'
L4	N 00°20'40" W	6.45'
L5	S 89°37'43" W	46.58'
L6	N 00°20'32" W	5.42'
L7	S 89°32'03" W	84.77'

THE CONFIGURATION AND SIZE OF SOME OF THE LOTS MAY LIMIT THE DEVELOPMENT POTENTIAL DUE TO SITE DESIGN REQUIREMENTS IN THE CITY'S ZONING CODE INCLUDING TURNING MOVEMENTS FOR FIRE TRUCKS.

BEARINGS REFER TO WISCONSIN STATE PLANE COORDINATE SYSTEM, IN WHICH THE NORTH LINE OF THE NE 1/4 OF SECTION 10-6-21 BEARS N89°09'40"W (NAD 83-2011)

TAX KEY NO. 490001001

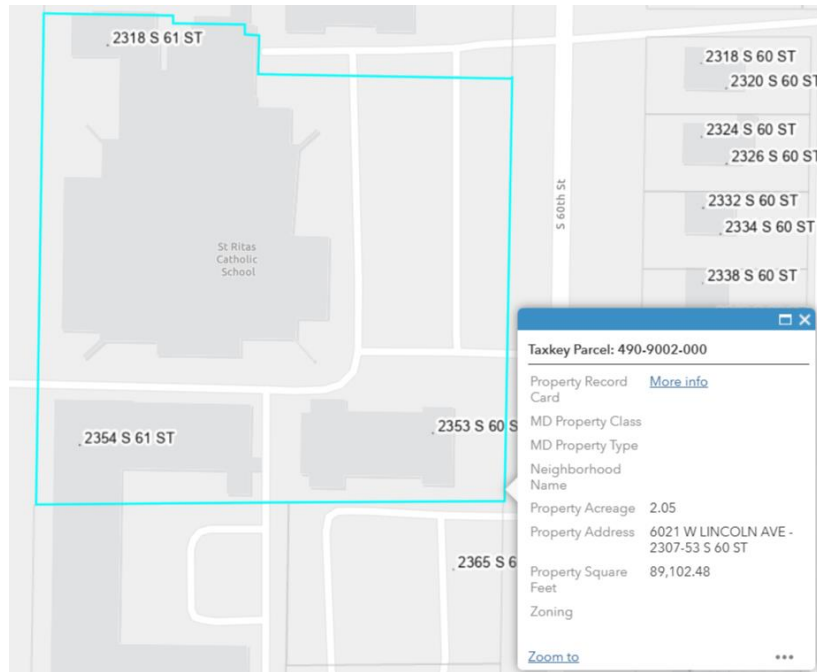
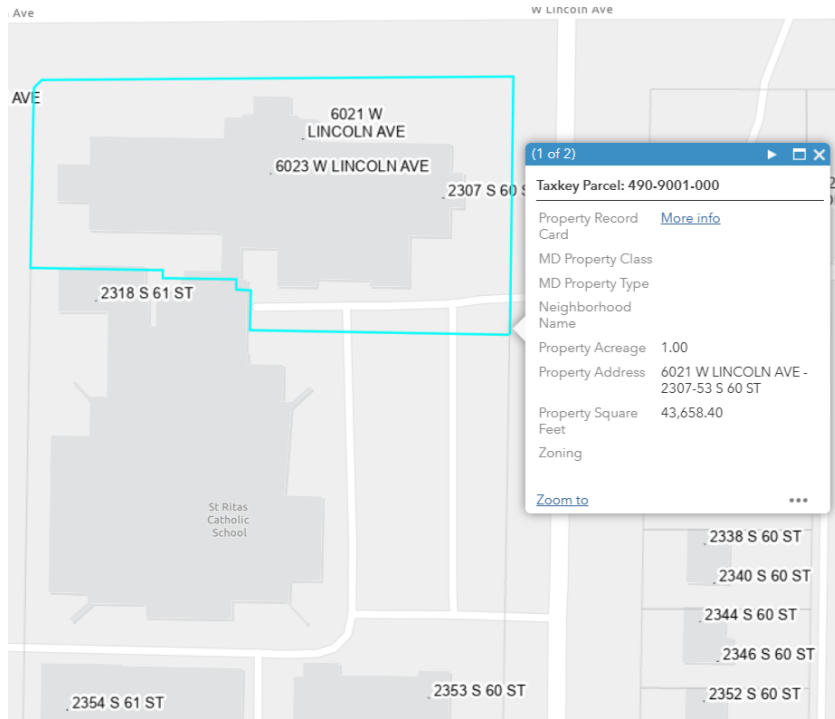
10700 Research Drive, Suite 155
Wauwatosa, WI 53214
(414) 785-1716
www.meadandhunt.com

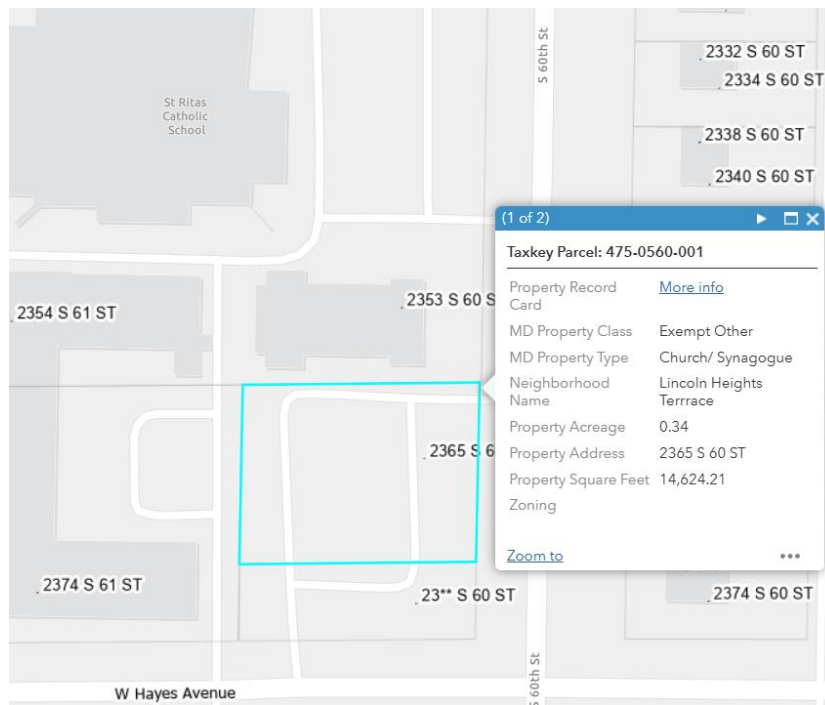
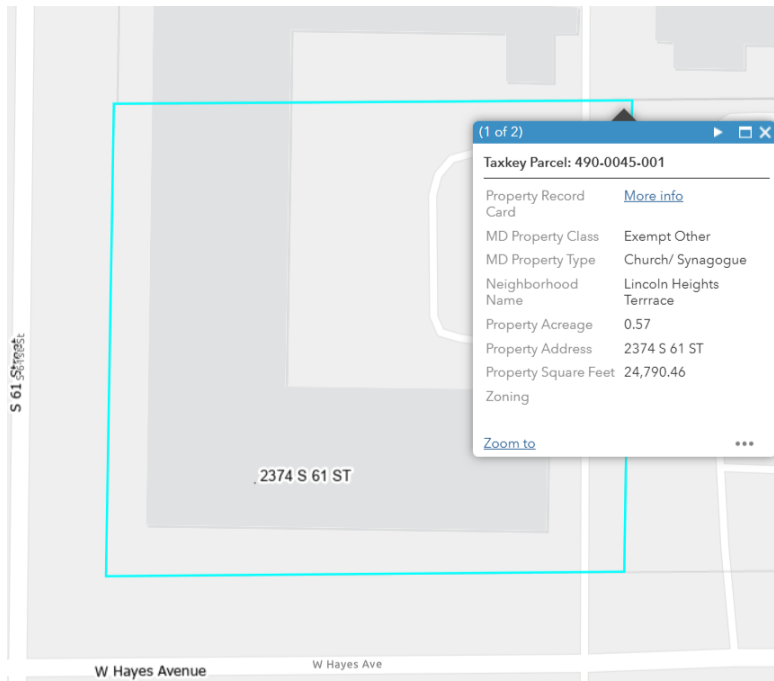
6871 S. Levens Lane
Franklin, WI 53132
Phone: (414) 427-1200

DRAWN BY: TJS	DATE: 12/06/2024	SHEET 1 OF 3
REVIEWED BY: RBH	PROJECT NO.: 1883-081-001	
REVISION: 12/06/2024		

APPENDIX C

PARCEL MAPS



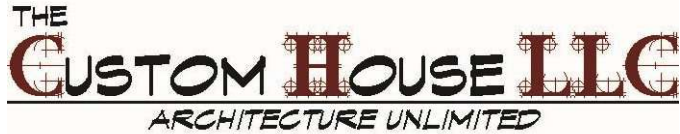




APPENDIX D

CONSTRUCTION PROPOSAL

CUSTOM HOUSE ARCHITECTS



January 30, 2025

RE: 2353 S 60th Street – St. Rita Auditorium

Dear Mr. Guzman;

We enjoyed meeting you and Thank You for giving us the opportunity to work on your project. We, The Custom House LLC, propose professional architectural services for the above referenced project as follows:

Project Scope:

The scope of architectural services covered in this proposal is in accordance with the American Institute of Architects Standard Owner/Architect Agreement, B101 (current edition), unless herein noted otherwise, including Design Development through Construction Period Services.

Project:

Provide Architectural Services for the rehabilitation and alterations to an existing facility located at 2353 South 60th Street in the City of West Allis, Milwaukee County WI.

The Project is further defined as follows:

- Generate As-Built Plans for all parts of the building.
- Perform a Building Code analysis for the work proposed based on the requirements of the current Wisconsin adoption of the International Existing Building Code with amendments.
- Generate Architectural Plans for the rehabilitation and alterations of the facility.
- Contract with consultants for Structural, HVAC, Plumbing, Electrical and Fire Protection/Alarm design as required by the work intended and Building Code requirements.
- Submit Architectural plans and Consultant Drawings to AHJ (City of West Allis) for plan review approval. (Building/MEP/FP&A permits to be obtained by licensed contractors).
- Provide Construction Period Services and support to Owner/Contractors.
- Provide Required Site Observation during construction.
- Provide Final Compliance Statement for Architectural work (Consultant work Compliance to be done by consultant.)

The Custom House LLC

PHASE I – Pre-Design

- Working with the Client, generate a project scope and goals.
- Generate As-Built Plans for all parts of the building.
- Perform a Building Code analysis

PHASE II Preliminary Design

- Meeting with all players to discuss the project and clarify goals and deadlines.
- Develop Preliminary Architectural Plans for the rehabilitation and alterations of the facility.
- Contract with consultants for Structural, HVAC, Plumbing, Electrical and Fire Protection/Alarm design as required by the work intended and Building Code requirements.

PHASE III Design Development

- Working with the preliminary plans, continue to develop the project with input from client and consultants.

PHASE IV Construction Documents

- Create a set of construction documents meeting the requirements of the code analysis suitable for building permit acquisition including Architects Seal of the documents.
- Obtain all consultant documents including required Designer Seal on the documents.
- Submit for plan review for Architectural and consultant work.

PHASE V Construction Period Services and Close Out

- Provide Construction Period Services and support to Owner/Contractors.
- Provide Required Site Observation during construction.
- Provide Final Compliance Statement for Architectural work (Consultant work Compliance to be done by consultant.)

Extra Services

- Walk through with City Inspectors during Pre-Design Phase to generate possible issues and concerns and familiarize them with the project and goals.

Compensation:

Compensation is based on a fixed fee schedule and will be invoiced upon the completion of permit drawings. All payments are due within 7 days of invoice.

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Scope of Services:

Phase I: Pre-Design

- Client Meeting \$ 200.00
- As-Built Drawings \$2,000.00
- Code analysis \$ 800.00

Phase I Totals = \$3,000.00

Phase II: Preliminary Design

- Project Meeting \$ 200.00
- Preliminary Design \$1,600.00
- Consultant Contracts \$ 400.00
 - Fee Allowance
 - Structural - \$3000
 - HVAC - \$3600
 - Electrical - \$2500
 - Plumbing - \$4000
 - Fire Protection/Alarms - \$2500

Phase II Totals = \$2,200.00 + Consultants

Phase III: Design Development

- Project Meeting \$ 200.00
- Plan Development \$2,000.00
- Consultant work review \$ 800.00

Phase III Totals = \$3,000.00

Phase IV: Construction Documents

- Project Meeting \$ 200.00
- Construction Documents \$4,000.00
- Plan Review Submittal \$ 500.00
 - Application fees not included

Phase IV Totals = \$4,700.00

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Phase V: Construction Period Services

- Project Meetings (2) \$ 400.00
- Site Observation (3) \$ 600.00
- Field/Consultant/Contractor RFI \$ billed hourly
- Final Compliance Statement \$ 400.00

Phase V Totals = \$1,400.00

- Additional Services shall be billed based on the following fee schedule:
Architect \$100/hr

Reimbursable Architectural Cost

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the Owner at the actual cost x 1.15 (+15%).

Reimbursable Items:

- Printing
 - 36x24 suitable for permit acquisition and construction. Only the number of prints required for permitting will be produced and billed as a reimbursable. Obtaining additional prints are the responsibility of the Owner. Electronic files in pdf format will be provided to the owner for printing. Electronic CAD files in AutoCAD 2004 format will be available to MEP contractors.
 - In house small format (8 ½ x 11) included.
- Re-review of changes to the plans for Code Compliance or changes made by Owner, GC or field required modifications.
- Plan Commission Meetings or other municipal meetings.

Items Not Included:

- Interior Decorating and Design.
- Zoning
- Landscaping
- Site Survey or Soils Testing and Verification
- Permit or other Municipal Fees

Other Conditions

- This proposal and contract are for the sole use of the party to whom it is addressed. No other party may use or rely upon this proposal, or associated drawings and/or specifications, without the written consent of The Custom House LLC.
- All matters in dispute involving sums not exceeding \$50,000.00 shall be arbitrated in accordance with provisions of the American Institute of Architects Standards Owner / Architects Agreement, B101 - 2017 edition. All matters in dispute involving sums in

The Custom House LLC

excess of \$50,000.00 shall be litigated. Arbitration and litigation shall take place in Milwaukee, Wisconsin and under Wisconsin law.

- Hazardous or Toxic Substances

Unless otherwise provided in this agreement, the Architects and the Architects' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

All hazardous/toxic substances will be removed from the project site or otherwise remedied according to applicable laws and regulations by Owner prior to commencement of this project's construction.

- Construction Cost

The Architects cannot and do not warrant any estimated pricing or probable construction cost information developed for the project by the Architects. Construction cost estimating shall be the responsibility of the General Contractor and/or professional cost estimator. The Owner agrees and acknowledges that The Custom House LLC shall not in any way be responsible for providing any cost or budget estimates on this project and that The Custom House LLC shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Architect of cost data and budget estimates made by others shall not be interpreted as The Custom House LLCs' approval and/or ramification of such cost, budgets or estimates.

- Termination of Agreement

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Owner shall pay The Custom House LLC compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which The Custom House LLC has not otherwise been compensated, in accordance with the terms of this agreement. If The Custom House LLC terminates the agreement, and provided The Custom House LLC is not in breach, the Owner shall pay Architect's compensation for actual professional services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, The Custom House LLC will provide the Owner with copies of all design and research materials to date.

- Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless The Custom House LLC, its officers, directors, employees, consultants and Subconsultants (collectively The Custom House LLC) against claims, damages, losses and expenses, including attorneys' fees, arising out of or in any way connected with the services performed under this Agreement, except for claims, damages, losses and expenses arising from The Custom House LLC's sole negligence or willful misconduct.

- Limitations of Liability

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The Owner and Architects have discussed the risks, rewards and benefits of this project. The risks have been allocated such that The Owner hereby agrees that, to the fullest extent permitted by law, the Architects, and the Architects' employees, consultants and agents, total maximum liability to the Owner, and to all Construction Contractors and Subcontractors, in any way associated with the project, shall be limited to the total fees paid to the Architects in effect at the time of any claim. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract. Additional coverage may be obtained at the expense of the Owner. Failure to exercise the option for additional coverage waives any claim of liability beyond such limits. The Owner agrees to require of the Contractor a similar limitation of the Architects' liability to the Contractor and to the Contractor's Subcontractors due to the Architects' allegedly negligent act, errors or omissions.

- Ownership of Documents

The drawings, designs and concepts along with any electronic documents or printed materials related to the creation of the project are classified as "Instruments of Professional Service". As such they are owned wholly and solely by The Custom House LLC.

- Use of Documents Provided by the Client

In consideration of the mutual covenants, conditions, and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees:

1. The Owner has **permission** from [Other Design Professional] that the Owner can forward plans and specifications and any and all Instruments of Service created by [Other Design Professional] to The Custom House LLC **for the Custom House LLC's use** in the preparation of The Custom House LLC's plans and specifications; and,
2. Owner agrees to **waive any and all claims against The Custom House LLC** and to **defend, indemnify and hold The Custom House LLC harmless** from and against any and all claims, losses, liabilities and damages arising out of or resulting from the services performed by the [Other Design Professional]."

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In Conclusion

If you find the foregoing proposal satisfactory, simply sign and return a copy as authorization to proceed. This agreement may be changed by written agreement signed for the Architects and for the Owner. This proposal is valid for 30 days from the date signed by The Custom House LLC.

We would very much enjoy working with you to realize the potential of your project. Everything in our power will be done to satisfy your requirements, and to make the project enjoyable for you as well. We look forward to hearing from you soon.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Daniel Glazewski

The Custom House LLC

Accepted by _____ Date _____
(Client)

Accepted by  _____ Date 01/30/2025
Daniel Glazewski
The Custom House LLC

APPENDIX E

CONTRACTOR SCOPE OF WORK PROPOSAL

OSVALDO FRIAS LLC

OSVALDO FRIAS CONSTRUCTION LLC

Gym Scope of Work

Scope was provided by a third-party construction company after a walk-through. Context was to create a safe usable space. This scope of work does not fulfill actual city approval and requirements. Its purpose is only to provide a general context of the necessary work to make the gym safe and occupiable.

Demo - \$10,000.00 + \$35,000.00 = \$45,000.00

- Make safe by removing, cleaning, and painting as necessary deteriorated areas.
- Remove MEP items being replaced.
- Demo and cap existing showers.
- Hazardous material testing (Lower level pipes and stage tile area).
- Dumpsters.
- Permits.

Masonry - \$7,000.00

- Tuckpointing and minor brick replacement on the outside flanking corners where the roof is pitched.

Roof - \$70,000.00

- Tear off and replace the existing roof on shingled areas of the building.
- Install new, prefinished valley flashing over Ice & Water shield.
- Install 1.5" ISO board and fully adhered 60 mil rubber roof system on three (3) flat roof areas of the building.

Rough Carpentry/Metal Studs and Drywall - \$35,000.00

- Repairs to the joists in the ceiling in the second-floor room.
- Patch stage ceiling.
- Build a wall to close off showers.
- Build walls to block access at each stairwell.
- Repair any doors and hardware as necessary.

Flooring - \$40,000.00

- Flooring replacement.

Specialties - \$1,500.00

- Furnish and install toilet accessories in each toilet room.
- Furnish and install four (4) fire extinguishers.

Plumbing - \$45,000.00

- Provide all necessary local plumbing permits.
- Coordinate installation of a new water meter.
- Provide all necessary plumbing demolition.
- Clean and televise the existing sanitary sewer.
- Provide all necessary copper water piping for the new fixtures only.
- Demo and cap existing showers and other unused fixtures.
- Furnish and install the following plumbing fixtures:
 - Three (3) ADA height tank water closets with seats.
 - Eliminate the existing urinal flush tanks and install manual flush valve with exposed piping.
 - Four (4) wall-hung China basins with faucets.
 - One (1) 10-gallon electric water heater.

HVAC - \$130,000.00

- Demo and remove any unused HVAC equipment that is in the way of the new system.
- Furnish and install new HVAC system.
 - Entry vestibules.
- Three (3) electric wall heaters, 3 KW each, for the entrance.
 - Lower level.
 - Replace existing exhaust fans.

Electrical - \$45,000.00

- Make areas safe for general electrical or demolition, and electrical tracing of existing items.
- Make the fire alarm usable by energizing, tracing, troubleshooting, diagnosis, and repair.
- Provide an electrical panel to supply added load.
- Add LED lighting.
- Add light and outlets as needed, as well as exit signs.

APPENDIX F

SCHOOL CALENDAR

The 2025 -2026 school year calendar is not yet available. It will be substantially similar to the 2024 -2025 calendar provided.



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AUGUST 2024

19 - School will open doors to work in classrooms
All Teacher Required to attend 08/21
New Teacher Days Black Out 21-23
All Teacher Black Out 26-30

*All black out dates are noted at the top of the month and are **bold & highlighted**.
All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4					9	10
11					16	17
18	19	20	21	22	23	24
School Open for Teachers to Setup Classroom						
25	26	27	28	29	30	31
All Staff In-Service						



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SEPTEMBER 2024

PROVERBS 22:6

TRAIN UP A CHILD IN THE WAY HE SHOULD GO,
EVEN WHEN HE GROWS OLDER HE WILL NOT ABANDON IT.

Blackout Days 3-20
Blackout Days 26-30

*All black out dates are noted at the top of the month and are **bold & highlighted**.
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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Labor Day	3 First Day of School	4	5	6 WACS Soccer/Volleyball Tournament	7
8	9 Spirit Week	10	11	12	13 HS Field Day	14
15	16 Hispanic National Heritage Month	17 IT Appreciation Day	18	19	20 Count Day 	21
22	23	24	25 See You at the Pole	26 Progress Report	27 NO SCHOOL Parent / Teacher Conference	28
29	30 SCHOOL RESUMES					

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OCTOBER 2024

COLOSSIANS 3:16

LET THE WORD OF CHRIST DWELL IN YOU RICHLY IN ALL WISDOM, TEACHING AND ADMONISHING ONE ANOTHER IN PSALMS AND HYMNS AND SPIRITUAL SONGS, SINGING WITH GRACE IN YOUR HEARTS TO THE LORD.

Blackout Day 4 (K4-5th Teachers)
Blackout Days 7-14
Blackout Day 17 (6th-8th Teachers)

*All black out dates are noted at the top of the month and are **bold & highlighted**.
All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4 Apple Crunch Day! K4- 5th Field Trip	5 High School 8th Grade Open House
National School Lunch Week		School Custodian Appreciation				
6	7	8	9 NO SCHOOL	10 NO SCHOOL	11 NO SCHOOL	12
			Teacher Conference - Wisconsin Dells			
13	14 SCHOOL RESUMES	15	16	17 MS Field Trip	18 HS Field Day	19
		Boss Appreciation Day				
20	21	22	23	24	25	26
					WACS Soccer Volleyball Championship	
27	28	29	30	31 Reformation Day Q1 Grades Due		



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NOVEMBER 2024

ROMANS 15:4

FOR WHATEVER THINGS WERE WRITTEN BEFORE WERE WRITTEN FOR OUR LEARNING, THAT WE THROUGH THE PATIENCE AND COMFORT OF THE SCRIPTURES MIGHT HAVE HOPE.

Blackout Days 13-15
Blackout Days 22-26

*All black out dates are noted at the top of the month and are **bold & highlighted**. All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 School-wide Bible Quiz Quarter 1 Report Card 	2
3	4	5  Election Day	6	7	8	9
10	11 Veterans Day	12	13	14 North Half Day North Thanksgiving Program	15 South Half Day South Thanksgiving Program HS Field Day	16
17	18	19	20 North Reading Program	21 South Reading Program	22 HALF DAY 6PM Staff Dinner	23
24	25	26	27 NO SCHOOL	28 NO SCHOOL	29 NO SCHOOL	30
Thanksgiving Break						

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DECEMBER 2024

TITUS 2:7
IN ALL THINGS SHOWING YOURSELF TO BE A PATTERN OF
GOOD WORKS; IN DOCTRINE SHOWING INTEGRITY,
REVERENCE, INCORRUPTIBILITY

Blackout Day 3-4
Blackout Days 19-20

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Thanksgiving Break	2 NO SCHOOL	3 SCHOOL RESUMES	4 HS Perc. Special at South	5 HS Perc. Special at North ☐	6 Q2 Progress Report Due WACS Basketball Tournament	7
8	9	10	11	12 High School Concert	13	14
15	16 9th Grade Ark & Creation Museum	17	18	19 South Half Day South Christmas Program	20 North Half Day High School Half Day North Christmas Program	21
22	23 NO SCHOOL	24 NO SCHOOL	25 CHRISTMAS 	26 NO SCHOOL	27 NO SCHOOL	28
29	30 NO SCHOOL	31 NO SCHOOL				

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JANUARY 2025

I CORINTHIANS 15:58
THEREFORE, MY DEAR BROTHERS AND SISTERS, STAND FIRM. LET NOTHING MOVE YOU. ALWAYS GIVE YOURSELVES FULLY TO THE WORK OF THE LORD, BECAUSE YOU KNOW THAT YOUR LABOR IN THE LORD IS NOT IN VAIN.

Blackout Days 6-21

All black out dates are noted at the top of the month and are **bold & highlighted. All black out dates are required attendance or double PTO.*

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 NO SCHOOL	2 NO SCHOOL	3 NO SCHOOL	4
	Christmas Break					
5	6 SCHOOL RESUMES	7	8	9	10 Count Day 	11
12	13 Semester Exams	14	15	16'	17 S1 Grades Due	18
	Spirit Week					
	Around the world in 80 trays					
19	20 NO SCHOOL Martin Luther King Jr. Day	21 SCHOOL RESUMES Q3 Begins	22	23	24	25
	National School Choice Week					
26	27	28	29	30	31 HS Field Day	

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SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
												1	
2		3		4		5		6		7		8	
9		10		11		12		13		14 NO SCHOOL In-Service Q3 Progress Report		15	
16		17 NO SCHOOL Presidents Day		18 SCHOOL RESUME Primary Election - GO VOTE!		19		20		21 Bus Driver Appreciation Day		22	
23		24 Parent Teacher NO SCHOOL Book Fair		25 SCHOOL RESUMES		26		27		28 HS Field Day		WACS Basketball Championship	

Blackout Days 13-18
Blackout Days 21-25

FEBRUARY 2025

PROVERBS II:25
A GENEROUS PERSON WILL PROSPER;
WHOEVER REFRESHES OTHERS WILL BE REFRESHED.

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All black out dates are required attendance or double PTO.

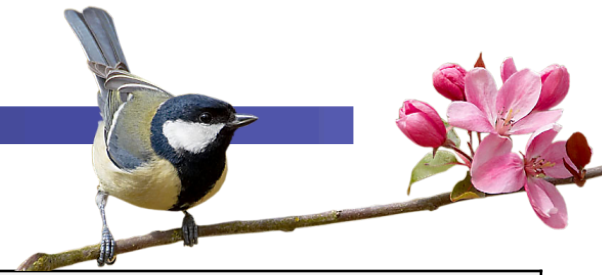
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MARCH 2025

EPHESIANS 4:16
FROM HIM THE WHOLE BODY, JOINED AND HELD
TOGETHER BY EVERY SUPPORTING LIGAMENT, GROWS
AND BUILDS ITSELF UP IN LOVE, AS EACH PART DOES
ITS WORK.

Blackout Days 21 & 31

*All black out dates are noted at the top of the month and are **bold & highlighted**.
All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 National Breakfast Week	4	5	6	7 WACS Chapels	8
9	10	11 ACT Test HS 9th, 10th, 12th Virtual	12	13	14 7-12 WACS Fine Arts Competition	15
16	17	18	19	20	21 Q3 Grades Due HS Field Day	22
23	24 NO SCHOOL	25 NO SCHOOL	26 NO SCHOOL	27 NO SCHOOL	28 NO SCHOOL	29
30	31 SCHOOL RESUMES Q4 Begins					

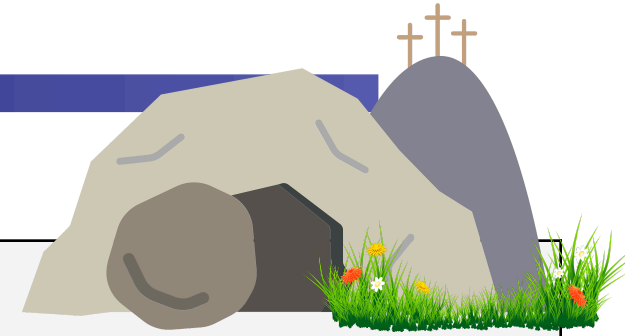
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APRIL 2025

JAMES 1:5

IF ANY OF YOU LACKS WISDOM, YOU SHOULD ASK GOD,
WHO GIVES GENEROUSLY TO ALL WITHOUT FINDING
FAULT, AND IT WILL BE GIVEN TO YOU.

Blackout Day 4 (K4-5th)
Blackout Days 17 & 22
Blackout Day 16 (North 6th-8th Teachers)
Blackout Day 23 (South 6th-8th Teachers)

*All black out dates are noted at the top of the month and are **bold & highlighted**.
All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 Supreme Court Election - GO VOTE! <div style="border: 1px solid black; padding: 2px; display: inline-block;">Forward Testing</div>	2 <div style="border: 1px solid black; padding: 2px; display: inline-block;">Teacher's Aide Appreciation Day</div>	3	4 K4-5th Field Trip 	5
6	7 <div style="border: 1px solid black; padding: 2px; display: inline-block;">HS Senior Trip</div>	8	9	10	11 Elem. WACS Competition	12
13	14	15	16 MS North Field Trip	17 K-8 Choir Easter Special	18 NO SCHOOL	19
20 Easter Sunday 	21 NO SCHOOL	22 SCHOOL RESUMES	23 MS South Field Trip <div style="border: 1px solid black; padding: 2px; display: inline-block;">Administrative Professional Appreciation Day</div>	24	25 HS Field Day 	26
27	28 South Mother's Day	29	30 North Mother's Day			

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MAY 2025

Blackout Days 19-23 & 27- June 6

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All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 MS&HS Percussion Concert Principal Appreciation Day	2 Q4 Progress Report Lunch Hero Appreciation Day	3
4	5	6	7	8	9	10
Teacher Appreciation Week						
11 Mother's Day	12 South Donuts With Dads	13	14 North Donuts With Dads	15 High School Choir Program	16 School-wide Bible Quiz	17
18	19	20	21	22	23 Q4 Grades Due HS No School North & South Half Day High School Graduation	24
25	26 SCHOOL CLOSED Memorial Day	27 SCHOOL RESUMES S2 Exams	28 Last Day of School High School	29	30 S2 Grades Due 8th Grade Promotion Last Day of School	31

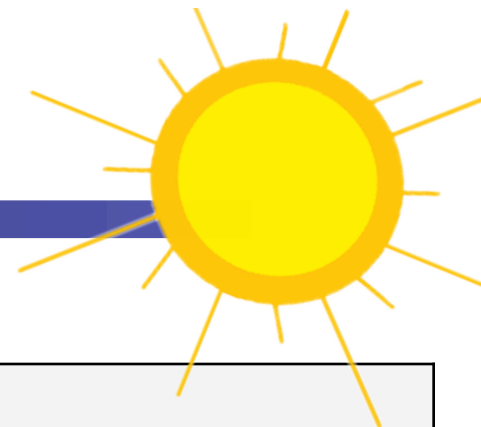
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JUNE 2025

MATTHEW 6:33
BUT SEEK FIRST HIS KINGDOM AND HIS RIGHTEOUSNESS,
AND ALL THESE THINGS WILL BE GIVEN TO YOU AS WELL.

Blackout Days May 27- June 620

*All black out dates are noted at the top of the month and are **bold & highlighted**.
All black out dates are required attendance or double PTO.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 K4 South Campus Graduation	3 K4 North Campus Graduation	4	5	6 Out-Service	7
8	9	10	11	12	13	14
	Mandatory Teacher Training					
15	16	17	18	19	20	21
	Mandatory Teacher Training					
22	23	24	25	26	27	28
29	30					

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JULY 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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