



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Wednesday, November 4, 2020

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Vitale

D. PUBLIC HEARINGS

1. [2020-0727](#) 2021 City of West Allis Mayor's Recommended Budget
2. [R-2020-0652](#) Resolution relative to determination of an Application for a Special Use Permit for 414 Brewing Company, a proposed brew pub, to be located at 6749-6751 W. National Ave.
Recommendation: Plan Commission recommends approval.
3. [R-2020-0653](#) Resolution relative to determination of an Application for a Special Use Permit for Amerigraphics Group, a proposed manufacturing printing use, to be located at 2213 S. 54 St.
Recommendation: Plan Commission recommends approval.
4. [R-2020-0654](#) Resolution relative to determination of an Application for a Special Use Permit for a proposed mixed residential and commercial use, located at 8825-8833 W. National Ave.
Recommendation: Plan Commission recommends approval.
5. [R-2020-0655](#) Resolution relative to determination of an Application for a Special Use Permit for Bambu, a proposed tea and coffee shop, to be located at 10708 W. Oklahoma Ave.
Recommendation: Plan Commission recommends approval.

E. CITIZEN PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Room G12 (Art Gallery)
Public Works, License & Health, Advisory

Room - Common Council Chambers
Administration & Finance, Safety & Development

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, s/he should contact the chair of the committee to inform of such interest.

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

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

I. APPROVAL OF MINUTES

6. [2020-0753](#) Minutes (Draft) of the Common Council meeting of October 20, 2020

J. ITEMS NOT REFERRED TO COMMITTEE

7. [2020-0735](#) Report of the Municipal Judge for the month of August 2020, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$71,285.41
8. [2020-0739](#) Report of the Municipal Judge for the month of September 2020, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$77,413.07

K. STANDING COMMITTEE REPORTS

None.

L. COMMON COUNCIL RECESS**M. NEW AND PREVIOUS MATTERS****ADMINISTRATION & FINANCE and PUBLIC WORKS COMMITTEES****New Matters for Introduction**

9. [R-2020-0650](#) Resolution to authorize the Director of Public Works to sign an Agreement for Professional Services with Short Elliott Hendrickson Inc. (SEH) for Engineering Consulting Services related to updating cellular equipment on various projects associated with both the 116 and 84 St. water towers
10. [R-2020-0651](#) Resolution to adopt the Public Service Commission of Wisconsin Water Utility Rate and Rule Order 6360-WR-110

ADMINISTRATION & FINANCE COMMITTEE**New Matters for Introduction**

11. [O-2020-0050](#) Ordinance to authorize discretion in imposing certain fees
12. [R-2020-0649](#) Resolution to authorize a transfer of \$10,000 from the Sanitation Salary and Wages account to the Sanitation Operational Supplies/Refuse Carts account to facilitate the unbudgeted purchase of additional refuse carts
13. [R-2020-0656](#) Resolution to consider an obligation of repayment to Health and Urban Development (HUD) regarding the Community Development Block Grant Program (CDBG)
14. [R-2020-0657](#) Resolution to approve a Storefront Improvement Program Grant Contract by and between the City of West Allis and Two/Par LLC, property owner for the property located at 8924 W. National Ave. in an amount not to exceed \$6,874
15. [2020-0758](#) Communication from the City Administrator recommending the appointment of Jason Kaczmarek for the position of Finance Director/Comptroller
16. [R-2020-0660](#) Resolution relative to approval of the Employment Contract for the position of Finance Director/Comptroller for Jason Kaczmarek
17. [2020-0740](#) 2017-2021 Strategic Plan Update (2020)
18. [2020-0325](#) Notice of Injury submitted on behalf of Sherillia Jefferson regarding injuries and damages at S. 116 St. and W. Rogers St. on April 27, 2020

For agenda item 18, the committee may convene in closed session pursuant to the provisions of Wis. Stat. 19.85(1)(g) for the purpose of conferring with the city attorney who will render oral or written advice concerning strategy to be adopted with respect to litigation in which the city is or is likely to become involved. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

Previous Matters for Consideration

19. [R-2020-0566](#) Resolution to set the 2021 Schedule of Fees for the City of West Allis

Public Hearing Items (Administration & Finance Committee)

20. [2020-0727](#) 2021 City of West Allis Mayor's Recommended Budget

PUBLIC WORKS COMMITTEE

New Matters for Introduction

21. [R-2020-0632](#) Resolution Constituting a Relocation Order, Pursuant to Secs. 62.22 and 32.05(1) of the Wisconsin Statutes, for the construction of water transmission and distribution facilities and similar water improvements at CHR Hansen
22. [R-2020-0642](#) Resolution accepting work of Visu-Sewer, Inc. in various locations and authorizing settlement of said contract in the amount of \$15,520.32
23. [R-2020-0648](#) Resolution to grant a Privilege for Encroachment (Major) to new owner Dominic Ambroselli for property located at 7200 W. Greenfield Ave. (Tax Key No. 440-0350-000)

SAFETY & DEVELOPMENT COMMITTEE

New Matters for Introduction

24. [R-2020-0658](#) Resolution to Adopt the Public Participation Strategy for Comprehensive Plan Updates
- Recommendation:** Plan Commission recommends approval.
25. [R-2020-0659](#) Resolution to approve a Second Amendment to the Development Agreement by and between GG 003 LLC, and the City of West Allis regarding the property located at 7030 W. National Avenue and 15** S. 71 St.

Public Hearing Items (Safety & Development Committee)

26. [R-2020-0652](#) Resolution relative to determination of an Application for a Special Use Permit for 414 Brewing Company, a proposed brew pub, to be located at 6749-6751 W. National Ave.
- Recommendation:** Plan Commission recommends approval.

27. [R-2020-0653](#) Resolution relative to determination of an Application for a Special Use Permit for Amerigraphics Group, a proposed manufacturing printing use, to be located at 2213 S. 54 St.

Recommendation: Plan Commission recommends approval.

28. [R-2020-0654](#) Resolution relative to determination of an Application for a Special Use Permit for a proposed mixed residential and commercial use, located at 8825-8833 W. National Ave.

Recommendation: Plan Commission recommends approval.

29. [R-2020-0655](#) Resolution relative to determination of an Application for a Special Use Permit for Bambu, a proposed tea and coffee shop, to be located at 10708 W. Oklahoma Ave.

Recommendation: Plan Commission recommends approval.

LICENSE & HEALTH COMMITTEE

New Matters for Introduction

30. [O-2020-0049](#) Ordinance to continue expedited temporary extension of premises until March 8, 2021
31. [2020-0756](#) 2020-2021 Class C Wine License application of Milwaukee Banquet LLC, Satwinder Singh, Agent, d/b/a Wini's Kitchen for premises located at 10535 W. Greenfield Ave. (new-nonexisting location)
32. [2020-0757](#) 2020-2021 Class B Beer License application of Milwaukee Banquet LLC, Satwinder Singh, Agent, d/b/a Wini's Kitchen for premises located at 10535 W. Greenfield Ave. (new-nonexisting location)
33. [2020-0760](#) 2020-2022 Operator's License (bartender/sales clerk) applications

The list of applicants is available, online at <<https://westalliswi.legistar.com/>> or by contacting the city clerk's office.

ADVISORY COMMITTEE

New Matters for Introduction

34. [2020-0754](#) Notification by Mayor Devine of appointments and reappointments to the Downtown West Allis Business Improvement District.

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 QUOROM

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.

Link to Budget

<https://wi-westallis2.civicplus.com/DocumentCenter/View/16001/2021-Budget-V1>

INVOICE

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City of West Allis

7525 W Greenfield Ave
 West Allis, WI 53214-4648

Account #	10093332
Invoice Date	10/16/2020
Invoice #	744852567
Order #	11927815
Terms	NET 30
PO/Case #	
Salesrep	

Days/Inserts	Description	Size/Qty	Unit Price	Amount
1	<p>City of West Allis 2021 Budget Section: Government Category: Other 11927815/10-19</p> <hr/> <p>Daily Reporter (WI) Government / Other City of West Allis 2021 Budget Section: Government Category: Other 11927815/10-19 10/19/2020 -Base Charge</p> <p>ACH payments can be made to: Daily Reporter Publishing Company - US BANK, ABA#123000848, Acct#153910281259 Or call 1-866-802-8214 to setup payments.</p>	3 col x 10.89in 11 wrd / 7 ln		256.37
TOTAL DUE				256.37

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 Minneapolis, MN 55486-2603

Account #	Customer	Bill Attention	Invoice #	Invoice Date	Total Due
10093332	City of West Allis		744852567	10/16/2020	256.37



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_____ / _____
 CARD NUMBER

_____ / _____ Security Code: _____
 EXP. DATE

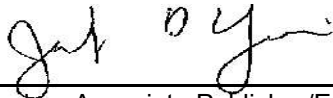
Charge My Credit Card \$ _____ CUSTOMER SIGNATURE _____

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Oct. 19, 2020

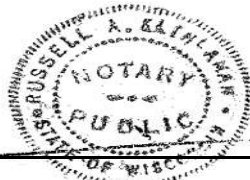


Joe Yovino, Associate Publisher/Editor

Sworn to me this 19th day of October 2020



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



PROOF OF PUBLICATION

AFFIDAVIT OF PUBLICATION

CITY OF WEST ALLIS, WISCONSIN
 NOTICE OF PUBLIC HEARING - 2021 BUDGET
 WEST ALLIS CITY HALL, 7525 W GREENFIELD AVENUE, WEST ALLIS, WI

NOTICE IS HEREBY GIVEN, in accordance with Section 65.90(3) Wisconsin Statutes, that a Public Hearing will be held on Wednesday, November 4, 2020 at 7:00 P.M. or shortly thereafter on the proposed City of West Allis Budget for the year 2021, as recommended by the Mayor. Any resident or taxpayer shall have the opportunity to be heard thereon. A summary of the proposed Budget is published herewith and a copy of the complete proposed Budget is available for public inspection at the West Allis City Hall and the West Allis Public Library during normal business hours.

2021 BUDGET SUMMARY

	2019	2020	2020	2021	%
*****GENERAL FUND*****	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ESTIMATED</u>	<u>PROPOSED</u>	<u>CHANGE</u>
FUND BALANCE, JANUARY 1	\$45,563,794	\$45,805,232	\$45,805,232	\$46,474,306	
EXPENDITURES					
General Government	\$9,104,290	\$10,485,826	\$9,841,643	\$11,207,729	6.88%
Public Safety	34,953,063	35,323,106	34,769,770	35,980,398	1.86%
Public Works	11,171,174	12,017,846	11,031,592	12,170,074	1.27%
Health, Culture, Recreation	4,539,611	4,871,722	4,054,757	4,692,913	-3.67%
Transfers Out	2,692,718	0	0	0	
TOTAL EXPENDITURES	\$62,460,856	\$62,698,500	\$59,697,762	\$64,051,114	2.16%
REVENUES					
Taxes (other than property)	\$1,489,420	\$1,449,600	\$1,464,270	\$1,479,600	2.07%
Intergovernmental Grants & Aids	12,552,446	12,724,600	12,631,575	12,805,229	0.63%
Licenses, Permits, Fees	1,911,428	1,993,100	1,578,915	1,959,635	-1.68%
Penalties & Forfeitures	2,210,456	1,520,000	1,435,872	1,670,000	9.87%
Charges for Services	4,287,878	3,931,100	3,394,389	3,987,350	1.43%
Miscellaneous Revenues	3,111,982	1,644,200	1,225,541	1,574,400	-4.25%
Other Financing Sources	1,694,203	2,528,300	1,728,674	2,478,300	-1.98%
TOTAL REVENUES	\$27,257,813	\$25,790,900	\$23,459,236	\$25,954,514	0.63%
AMOUNT TO BE RAISED BY PROPERTY TAX	\$35,444,481	\$36,907,600	\$36,907,600	\$38,096,600	3.22%
FUND BALANCE, DECEMBER 31	\$45,805,232	\$45,805,232	\$46,474,306	\$46,474,306	

SUMMARY OF ALL GOVERNMENTAL AND PROPRIETARY FUNDS

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>ENTERPRISE</u>
Estimated Fund Balance, January 1	\$46,474,306	\$240,723	\$99,525,957
Tax Levy	38,096,600	4,147,649	43,000
Other Revenues	25,954,514	-	24,205,050
Total Revenue	64,051,114	4,147,649	24,248,050
Expenditures	(64,051,114)	(4,327,649)	(21,771,518)
Revenue over/(under) Expenditures	-	-	2,476,532
Fund Balance, December 31	\$46,474,306	\$60,723	\$102,002,489
	<u>INTERNAL</u>	<u>ALL OTHER</u>	<u>SUMMARY</u>
	<u>SERVICE</u>	<u>GOV FUNDS</u>	<u>ALL FUNDS</u>
Estimated Fund Balance, January 1	\$9,060,734	\$10,845,956	\$166,147,676
Tax Levy	2,000,000	-	44,287,249
TIF Tax Levy	-	2,363,106	2,363,106
Other Revenues	14,336,500	27,918,367	92,414,431
Total Revenue	16,336,500	30,281,473	139,064,786
Expenditures	(16,286,200)	(30,472,753)	(136,909,234)
Revenue over/(under) Expenditures	50,300	(191,280)	2,335,552
Fund Balance, December 31	\$9,111,034	\$10,654,676	\$168,303,228

There are no significant proposed increases or decreases to the current year budget due to new or discontinued activities or functions pursuant to 65.90(3)(bm), Wisconsin Statutes.

OUTSTANDING GENERAL OBLIGATION DEBT

	<u>12/31/2018</u>	<u>12/31/2019</u>	<u>12/31/2020</u>
	\$73,255,731	\$86,873,200	\$76,830,838

Dated at West Allis, Wisconsin
 this 15th day of October, 2020

Kris Moen
 Interim Finance Director/Comptroller

PUBLISH: Monday, October 19th, 2020

CLASS 1 NOTICE

11927815/10-19



Planning Application

Project Name 414 Brewing Company LLC (D.B.A. TBD)

Applicant or Agent for Applicant

Name John Onopa
Company 414 Brewing Company LLC
Address 4465 N. 100th Street
City Wauwatosa State WI Zip 53225
Daytime Phone Number 414-614-4064
E-mail Address John.Onopa@gmail.com
Fax Number _____

Agent is Representing (Tenant/Owner)

Name Anna Burns
Company Brookwater Group, Inc.
Address 1516 Hill Road
City Greenleaf State WI Zip 54126
Daytime Phone Number 414-333-2310
E-mail Address thebrookwatergroup@gmail.com
Fax Number _____

Property Information

Property Address 6749-6751 W. National Ave.
Tax Key No. 454-0251-001 and 454-0251-000
Aldermanic District 1
Current Zoning M-1
Property Owner City of West Allis
Property Owner's Address 7525 W Greenfield Ave, West Allis, WI 53214
Existing Use of Property Vacant
Previous Occupant Perfect Screw Prod. Corp.
Total Project Cost Estimate \$2,484,000

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: M-1 Proposed Zoning: C-3
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY

Plan Commission 10/28/20
Common Council Introduction _____
Common Council Public Hearing 11/4/20

Applicant or Agent Signature John Onopa Date 10/1/20

Property Owner Signature _____ Date _____



Oper: WALSHJBI Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56653
GH DEV SPECIAL USE PERMIT \$500.00
1.00
JOHN P ONDFA DEV LVL 3 SITE-ARCH PLAN R \$500.00
60 1.00
JOHN P ONDFA CK CHECK PAYMEN 10055 \$1000.00
Total tendered \$1000.00
Total payment \$1000.00
Trans date: 10/05/20 Time: 12:47:05

**CITY OF WEST ALLIS
RESOLUTION R-2020-0652**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR 414 BREWING COMPANY, A PROPOSED BREW
PUB, TO BE LOCATED AT 6749-6751 W. NATIONAL AVE.**

WHEREAS, John Onopa, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code of the City of West Allis, to establish a brewery in an existing building located at 6749-6751 W. National Ave.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, John Onopa, has signed a letter of intent to purchase two abutting parcels of City of West Allis Community Development Authority (CDA) property located at 6749-6751 W. National Ave. The proposed use includes a brewery, tap room, and outdoor beer garden (per the approved site plan) at 6749-6751 W. National Ave. (an existing manufacturing use building) and 67** W. National Ave. 2. The proposed brewery is located within the existing building located at 6749-6751 W. National Ave. and 67** W. National Ave., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, describes as follows: Beginning at the Northeast corner of Lot 2, in Block 2 of the Assessor's Plat No. 269; thence Southerly, 108.28 feet; thence Easterly, 150.00 feet, to the West line of the spur track; thence Southerly, 80.92 feet; thence Westerly, 6.36 feet, to the point on the concave curve; thence Southwesterly, 104.02 feet, along the said curve; thence continue Southwesterly, 26.49 feet along the said curve; thence continue Southwesterly, 104.02 feet, along the said curve; thence Westerly, 25.00 feet; thence Northerly, 259.14 feet, to the South right-of-way line of West National Avenue; thence Northeasterly, 87.18 feet, along the said right-of-way line to the Point of Beginning. Tax Key Nos. 454-0251-001 and 455-0251-000 Said land being located at 6749-6751 W. National Ave. and 67** W. National Ave. 3. The applicant proposes to establish a brewery, tap room, and outdoor beer garden at the existing vacant manufacturing use building. 4. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of West Allis, which permits brewery facilities as a Special Use pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code. 5. The subject property is located on the south side of W. National Ave., between S. 66 St. and S. 68 St., and is zoned for manufacturing purposes. The property to the north is zoned commercial and developed for commercial purposes. Properties to the south and west are zoned manufacturing. The property to the south is a undeveloped City CDA owned parcel. The area south of W. Mitchell St. is being developed as a hospital. The property to the east is zoned commercial with the intent to be developed for a mixed use residential and commercial purposes. 6. 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 special use. Prior uses of the property included a light manufacturing use (a hardware manufacturer).

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by John Onopa, to establish a brewery and tap room at their existing building, located at 6749-6751 W. National Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: **ADOPTION** “R-2020-0652” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0652(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans, CSM and Zoning. The grant of this Special Use Permit is subject to and conditioned upon:

- a. Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.
- b. A CSM (Certified survey map), to consolidate properties into one lot, being approved by the Common Council.
- c. The consolidated property being rezoned to commercial zoning district in accordance with the Comprehensive Land Use Plan.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Seating capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 48 parking spaces are required for the proposed use (based on 7,000-sf for tap room/150=46 and 3,000-sf for brewery production/1,500=2). The site redesign will include at least 52 off-street parking spaces provided on site in accordance with the site plan. Future expansion of the brewery or tap room may require additional off-street parking considerations.

The Common Council has the authority to accept the revised parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the brewery to be open from 7 am - 7 pm on Monday through Sunday and for the tap room to be open from 10 am - 2 am on Monday through Sunday.

5. Operations. The proposed brewery will offer outdoor beverages within the same operating hours as the dine-in portion of the business.
6. Window Signage. Window signage shall not exceed twenty (20) percent of the glazed portion of each window frame and be attached to the interior of the window area. No flashing window signage.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.
9. Pest Control. Exterior pest control shall be contracted on a monthly basis.
10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.
11. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.
12. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.
13. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

16. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

17. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

18. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

19. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

John Onopa, Property owner

Mailed to applicant on the _____ day of _____, 2020
_____ City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2020-0653**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR AMERIGRAPHICS GROUP, A PROPOSED
MANUFACTURING PRINTING USE, TO BE LOCATED AT 2213 S. 54 ST.**

WHEREAS, Ted Giannattasio, owner, of Amerigraphics, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code of the City of West Allis, to establish a printing manufacturing use in an existing building located at 2213 S. 54 St.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Ted Giannattasio, recently purchased the property located at 2213 S. 54 St. The proposed use includes a family owned full service nonretail printing company providing design, marketing and printing services, including digital printing, lithography, photocopying and bindery and distribution services at 2213 S. 54 St. (a former office warehouse - light manufacturing building). 2. The proposed use is located at 2213 S. 54 St., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest ¼ of Section 2, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows: Lots 2, 3, 4, Block 9 in the McGeoch's Lincoln Avenue Addition subdivision. Tax Key No. 474-0509-002 Said land being located at 2213 S. 54 St. The applicant proposes to establish a printing manufacturing use - a full service nonretail printing company providing design, marketing and printing services, including digital printing, lithography, photocopying and bindery and distribution services at 2213 S. 54 St. within a former office warehouse - light manufacturing building. The business has five full time employees; parking is available for all employees in the lot in the back of the building. The business will operate with 2 paper deliveries per week utilizing the loading dock on the back of the building, UPS and Fedex deliveries as needed. Amerigraphics will use personal vehicles for any needed deliveries (SUV, pickup truck etc.) All business traffic is during normal hours, no late night/early morning trucking. 3. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of West Allis, which permits printing manufacturing facilities as a Special Use pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code. 4. The subject property is located on the west side of S. 54 St., between W. Mobile Ave. and W. Electric Ave., and is zoned for manufacturing purposes. The property to the north, south and east is zoned and developed for light manufacturing purposes. Properties to the west are zoned low density residential and developed the same. 5. 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 special use. Prior uses of the property included a light manufacturing use.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Ted Giannattasio, d/b/a Amerigraphics to establish a printing manufacturing business at the property located at 2213 S. 54 St. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0653” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0653(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon a Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 8 parking spaces are required for the proposed use (based on 13,000-sf for light manufacturing shop area @ 1:1,500). The property will provide off-street parking on site. The Common Council has the authority to accept the revised parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the use to be open from 7 am - 7 pm on Monday through Saturday and closed on Sunday.

5. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

6. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

7. Pest Control. Exterior pest control shall be contracted on a monthly basis.

8. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. All business traffic is during normal hours, no late night/early morning trucking.

9. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.

10. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

11. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

12. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

13. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

14. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

15. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

16. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Ted Giannattasio, Property owner

Mailed to applicant on the _____ day of _____, 2020

City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Amerigraphics Group

Applicant or Agent for Applicant

Name Ted Giannattasio
 Company Amerigraphics Group
 Address 4601 D West Greenfield Ave
 City Milwaukee, WI 53214 State _____ Zip _____
 Daytime Phone Number 414-643-2123
 E-mail Address ted@amerigraphicsgroup.com
 Fax Number 414-643-2123

Agent is Representing (Tenant/Owner)

Name _____
 Company _____
 Address _____
 City _____ State _____ Zip _____
 Daytime Phone Number _____
 E-mail Address _____
 Fax Number _____

Property Information

Property Address 2213 S. 54th St. West Allis, WI 53219
 Tax Key No. 474-0509-002
 Aldermanic District 1
 Current Zoning M1
 Property Owner Ted Giannattasio
 Property Owner's Address S41 W27350 Timber Tr. Waukesha 53189

Existing Use of Property vacant
 Previous Occupant Books are Fun

Total Project Cost Estimate _____

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY	
Plan Commission	<u>10/28/20</u>
Common Council Introduction	_____
Common Council Public Hearing	<u>11/4/20</u>

Applicant or Agent Signature [Signature] Date 9/25/20

Property Owner Signature [Signature] Date 9/25/20



Order: WAL 58181 Type: OC Drawn: 1
Date: 10/05/20 01 Receipt no: 56050
GH DEV SPECIAL USE PERMIT \$500.00
AMERIGRAPHICS GROUP INC 1.00
GN DEV LVL I SITE-ARCH PLN R 1.00 \$100.00
AMERIGRAPHICS GROUP INC 1.00
CK CHECK PAYMEN 31689 \$600.00
Total tendered \$800.00
Total payment \$600.00
Trans date: 10/05/20 Time: 12:38:10

**CITY OF WEST ALLIS
RESOLUTION R-2020-0654**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR A PROPOSED MIXED RESIDENTIAL AND
COMMERCIAL USE, LOCATED AT 8825-8833 W. NATIONAL AVE.**

WHEREAS, Luis Barbosa, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.41(2) of the Revised Municipal Code of the City of West Allis, to establish a mixed residential and commercial use located at 8825-8833 W. National Ave.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Luis Barbosa, represents the owner of the property located at 8825-8833 W. National Ave. The proposed use includes a mixed residential and commercial use located at 8825-8833 W. National Ave. (an existing commercial use building). 2. The proposed grocery store and two residential units is located within the existing building located at 8825-8833 W. National Ave., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest $\frac{1}{4}$ of Section 4, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, described as follows: Lots 13 and 14, in Block 5 of the Assessors Plat No. 254. Tax Key No. 478-0081-001 Said land being located at 8825-8833 W. National Ave. 3. The applicant proposes to establish a grocery store and two residential units at the existing commercial use building. 4. The aforesaid premise is zoned C-2 Neighborhood Commercial District under the Zoning Ordinance of the City of West Allis, which permits mixed residential and commercial uses as a Special Use pursuant to Sec. 12.16 and Sec. 12.41(2) of the Revised Municipal Code. 5. The subject property is located on the south side of W. National Ave., between S. 88 St. and S. 89 St., and is zoned for commercial purposes. The properties to the north, south, east, and west are zoned commercial and developed for commercial purposes. 6. 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 special use. Prior uses of the property included Pool Supply, a specialty commercial store.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Luis Barbosa, to establish a mixed residential and commercial use located at 8825-8833 W. National Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0654” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2020-0654 (Non-existent)

AFTER ADOPTION

R-2020-0654(*Added*)

~~-NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:~~

1. Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department.

A liquor license, for alcohol beverage sales, has not been requested as part of the initial operations of commercial business. Any applicable licenses shall be applied for in accordance with State and local requirements. Capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 8 parking spaces are required for the proposed use (based on 1,363-sf for grocery store/300=4 and 2- bedroom units x 2=4). The site redesign includes 8 off-street parking spaces provided on site in accordance with the site plan.

The Common Council has the authority to accept or modify the parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general commercial hours of operation to be open from 7 am - 10 pm seven days per week.

5. Signage. All signage shall be in accordance with the West Allis Signage Ordinance and as approved by Plan Commission.

6. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

7. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

8. Pest Control. Exterior pest control shall be contracted on a monthly basis.

9. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

10. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.

11. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay-from the property boundaries.

12. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

13. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

14. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

15. Miscellaneous.

-

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

-

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

-

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

-

16. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

-

17. Termination of Special Use. If the person or entity granted the special use violates, allows or

suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

-

18. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

-

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

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Property owner or agent for property owner

-

-

Mailed to applicant on the

_____ day of _____, 2020

-

City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Grocery + Liquor Store

Applicant or Agent for Applicant

Name LUIS BARBOSA-ARCHITECT
 Company BMR DESIGN GROUP INC
 Address 503 WEST LINCOLN AVE
 City MILWAUKEE State WI Zip 53207
 Daytime Phone Number 414 384 2996
 E-mail Address BMR3DEA@GMAIL.COM
 Fax Number 414-384-3904

Agent is Representing (Tenant/Owner)

Name PATRICIA ORTIZ
 Company ORTIZ-HERRERA REALTY
 Address 3841 S. CENTENNIAL CIRCLE
 City MILWAUKEE State WI Zip 53221
 Daytime Phone Number 414-779-0029
 E-mail Address ORTIZ3995@GMAIL.COM
 Fax Number 414-212-8676

Property Information

Property Address 8825 WEST NATIONAL AV.
 Tax Key No. 478-0081-001
 Aldermanic District 4
 Current Zoning C-2, Neighborhood COMMERCIAL
 Property Owner _____
 Property Owner's Address 3841 S. CENTENNIAL CIRCLE MILWAUKEE WI 53221
 Existing Use of Property VACANT-COMMERCIAL-RESIDENTIAL
 Previous Occupant WESTALLIS POOL SUPPLY
 Total Project Cost Estimate \$ 60,400 +/-

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY

Plan Commission 10/28/20
 Common Council Introduction _____
 Common Council Public Hearing 11/4/20

Applicant or Agent Signature LUIS BARBOSA Date SEPTEMBER 24, 2020

Property Owner Signature PATRICIA ORTIZ Date SEPTEMBER 24, 2020



Oper: WALSB081 Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56059
GH DEV SPECIAL USE PERMIT \$500.00
1.00
ORTIZ HERRERA REALTY LLC \$500.00
CK CHECK PAYMEN 1003 \$500.00
Total tendered \$500.00
Total payment \$500.00

Trans date: 10/05/20 Time: 12:54:40

Oper: WALSB081 Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56059
GO DEV LVL 3 SITE-ARCH PLN R
1.00 \$500.00
ORTIZ HERRERA REALTY, LLC
CK CHECK PAYMEN 1003 \$500.00
Total tendered \$500.00
Total payment \$500.00

Trans date: 10/05/20 Time: 12:55:41

**CITY OF WEST ALLIS
RESOLUTION R-2020-0655**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR BAMBU, A PROPOSED TEA AND COFFEE SHOP,
TO BE LOCATED AT 10708 W. OKLAHOMA AVE.**

WHEREAS, Duc Nguyen, the applicant on behalf of Bambu, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.43(2) of the Revised Municipal Code of the City of West Allis, to establish a tea and coffee shop (restaurant) within an existing shopping center located at 10708 W. Oklahoma Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Duc Nguyen, has a lease agreement for the property located at 10708 W. Oklahoma Ave. with the owner, Oak Park Apartments Partnership, LLC. 2. The proposed commercial space is approximately 1,050 square feet, to be located within the existing Oak Ridge Square Shopping Center, at 10708 W. Oklahoma Ave, West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, described as follows: Beginning at the southwest corner of Lot 2 of the Certified Survey Map No. 944; thence Easterly, 396.53 feet; thence Southerly, 220.00 feet, to the North right-of-way line of West Oklahoma Avenue; thence Westerly, 394.36 feet, along said North line; thence Northwesterly, 7.07 feet, to the East right-of-way line of South 108th Street; thence Northerly, 215.00 feet, along said East line to the Point of Beginning. Tax Key No. 519-9994-000 Said land being located at 10700-10728 W. Oklahoma Ave. 3. The applicant proposes to establish a specialty tea, coffee, smoothie and dessert shop (restaurant). 4. The aforesaid premise is zoned C-4 Regional Commercial District under the Zoning Ordinance of the City of West Allis, which permits restaurants as a Special Use pursuant to Sec. 12.16 and Sec. 12.43(2) of the Revised Municipal Code. 5. The subject property is located on the northeast corner of W. Oklahoma Ave. and S. 108 St., within the Oak Ridge Square shopping center, and is zoned for commercial purposes. Properties to the north, south and west are zoned and developed for commercial purposes. Properties to the east are zoned and developed for high density residential purposes. 6. 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 special use. Prior uses of the tenant space included smoke shop.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Duc Nguyen to establish a restaurant within an existing building located at 10708 W. Oklahoma Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0655” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2020-0655 (Non-existent)

AFTER ADOPTION

R-2020-0655(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Seating capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 7 parking spaces are required for the proposed use. 108 parking stalls are provided within the Oak Ridge Shopping Center.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the restaurant to be open daily from 8:00am - 9:00pm.

5. Operations. With the approval of this special use the establishment may be granted an outdoor dining area in accordance with updated site/landscaping and architectural plans being approved by the City Department of Development.

6. Window Signage. Window signage shall not exceed twenty (20) percent of the glazed portion of each window frame and be attached to the interior of the window area. No flashing window signage.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

9. Pest Control. Exterior pest control shall be contracted on a monthly basis.

10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

11. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.

12. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.

13. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

16. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

17. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

18. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

19. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Duc Nguyen, Bambu (tenant)

Thomas E. Weigend, Oak Ridge Apartments Partnership, LLC c/o Colliers International
(property owner)

Mailed to applicant on the _____ day of _____, 2020

_____ City Clerk cc: Dept. of Development Dept.
of Building Inspections and Neighborhood Services

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Bambu

Applicant or Agent for Applicant

Name Duc Nguyen
Company _____
Address 5247 S 22nd PL
City Milwaukee State WI Zip 53221
Daytime Phone Number 414-216-8030
E-mail Address DucNguyen403@gmail.com
Fax Number _____

Agent is Representing (Tenant/Owner)

Name Thomas E. Weigend
Company Oak Park Apartments Partnership, LLC c/o Colliers International
Address 833 E. Michigan Street, Suite 500
City Milwaukee State WI Zip 53202
Daytime Phone Number 414-278-6805
E-mail Address Tom.Weigend@Colliers.com
Fax Number 414-276-9501

Property Information

Property Address 10708 W. Oklahoma Avenue
Tax Key No. 519-9994-000
Aldermanic District 5
Current Zoning C-4
Property Owner Oak Park Apartments Partnership, LLC
Property Owner's Address 833 E. Michigan Street, Suite 500
Milwaukee, WI 53202
Existing Use of Property Commercial Retail
Previous Occupant Smokers Pub

Total Project Cost Estimate 490,000

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500 GH
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999) GM
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
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- Formal Zoning Verification \$200

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 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

Please make checks payable to:
City of West Allis

FOR OFFICE USE ONLY

Plan Commission 10-28-20
Common Council Introduction _____
Common Council Public Hearing 11-4-20

Applicant or Agent Signature [Signature] Date 10/02/20

Property Owner Signature [Signature] Date 10/02/2020



User: WILSON Type: CC Drawer: 1
Date: 10/06/20 01 Receipt no: 56646
BH DEV SPECIAL USE PERMIT 1.00 \$500.00
D&E MAIL PRODUCT LLC 1.00 \$100.00
BH DEV LVL 1 SITE-ARCH PLAN R 1.00 \$100.00
D&E MAIL PRODUCT LLC 1.00 \$100.00
CK CHECK PAYMEN 1.00 \$600.00
Total tendered \$600.00
Total payment \$600.00

Trans date: 10/06/20 Time: 11:56:42



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Alderman Thomas G. Lajsic, Council President

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

Tuesday, October 20, 2020

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

(draft)

A. CALL TO ORDER

The meeting was called to order by Mayor Devine at 7:00 p.m.

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ald. Tenorio.

D. PUBLIC HEARINGS

1. [R-2020-0625](#) Resolution to approve the Year 2021 Operating Plan for the Downtown West Allis Business Improvement District and to adopt the Special Assessment Method as stated therein (Final)

Sponsors: Administration & Finance Committee

Attachments: [Res R-2020-0625](#)
[BID 2021 Operating Plan \(Signed\)](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0625 11923341](#)
[Res R-2020-0625 signed](#)

Explanation by Patrick Schloss, Community Development Manager.

Public Comments: None.

This matter was Public Hearing Held.

2. [R-2020-0627](#) Resolution relative to determination of an Application for a Special Use Permit for Subway, a proposed restaurant, to be located at 6736 W. Greenfield Ave.

Sponsors: Safety & Development Committee

- Attachments:** [R-2020-0627](#)
[Planning Application - Subway](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0627 & R-2020-0628](#)
[11921233](#)
[Res R-2020-0627](#)
[Res R-2020-0627 partially signed](#)

Explanation by Tony Giron, Planner.

Public Comments: None.

Plan Commission recommends approval.

3. [R-2020-0628](#) Resolution relative to determination of an Application for a Special Use Permit for Qdoba to install a proposed drive-thru at their existing restaurant, located at 2831 S. 108 St.

Sponsors: Safety & Development Committee

- Attachments:** [R-2020-0628](#)
[Planning Application - Qdoba](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0627 & R-2020-0628](#)
[11921233](#)
[Res R-2020-0628 partially signed](#)

Explanation by Tony Giron, Planner.

Public Comments: None.

Plan Commission recommends approval.

E. CITIZEN PARTICIPATION

Jim Kerlin, President/CEO of Beyond Vision, spoke regarding Beyond Vision and the new special use request.

Mary LaPointe, 1327 S. 90 St., commented on what Beyond Vision means to her and how they opened doors for her career path.

Ruben Rodriguez, 8617 W. Greenfield Ave., commented on Beyond Vision and his positive experience as an employee of Beyond Vision.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

G. MAYOR'S REPORT

Mayor Devine official welcomed The Gage, an new event space located at 1139 S. 70 St.

H. ALDERPERSON'S REPORT

None.

I. APPROVAL OF MINUTES

4. [2020-0728](#) Minutes (Draft) of the Common Council meeting of October 6, 2020

Attachments: [10062020 CC Minutes.draft](#)

[AFFIDAVIT OF PUBLICATION - COMMON COUNCIL MINUTES
10-06-2020 11929644](#)

A motion was made by Lajsic, seconded by Stefanski, that this matter be Approved. The motion carried unanimously.

J. ITEMS NOT REFERRED TO COMMITTEE

5. [2020-0700](#) Claim by Karen Mueller regarding damages to vehicle at S. 109 St. and W. Cleveland Ave. on July 23, 2020

Attachments: [2020-0700 Claim - Karen Mueller Claim - 3rd request Redacted](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

6. [2020-0702](#) Claim by Henry Rogers regarding damage to vehicle at 912 S. 60 St. on July 9, 2020

Attachments: [2020-0702 Claim - Henry Rogers_0001_Redacted](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

7. [2020-0725](#) Notice of Claim regarding Joseph J. Fellin for an incident on December 17, 2019.

Attachments: [2020-0725 CLaim - Joseph J. Fellin_Redacted](#)

This matter was Referred for Legal Action to the City Attorney on a Block Vote.

Passed The Block Vote

A motion was made by Reinke, seconded by Kuehn, to approve all the actions on item nos. 5-7 on a Block Vote. The motion carried unanimously.

K. STANDING COMMITTEE REPORTS

Ald. Roadt to report out item nos. 8-11 after recess.

L. COMMON COUNCIL RECESS

A motion was made by Lajsic, seconded by Reinke, that the Council recess until completion of the Standing Committee meetings. The motion carried unanimously.

Thereupon, the Council took a recess at 7:25 p.m. Upon returning from recess at 8:13 p.m., and the roll call being taken, the following were present:

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

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

12. [2020-0722](#) Communication from Director of Public Works regarding promotion of Don Molleson to Electrical Superintendent
- Attachments:** [molleson promotion](#)
- This matter was **Approved and Placed on File on a Block Vote.**
13. [2020-0723](#) Communication from Director of Public Works regarding promotion of Brett Wollenzien to Fleet Services Superintendent
- Attachments:** [wollenzien promotion](#)
- This matter was **Approved and Placed on File on a Block Vote.**
14. [O-2020-0048](#) Ordinance to amend the City of West Allis Salary Schedule due to the 2020 Adopted Budget.
- Attachments:** [Ord O-2020-0048](#)
[Ord O-2020-0048 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2020-044, O-2020-0045, O-2020-0048 11929649](#)
- This matter was **Passed on a Block Vote.**
15. [R-2020-0624](#) Resolution to approve the implementation of a pay increase for non-represented employees pursuant to the 2020 adopted budget
- Sponsors:** Administration & Finance Committee
- Attachments:** [R-2020-0624](#)
[Res_R-2020-0624 signed](#)
- This matter was **Adopted on a Block Vote.**
16. [R-2020-0626](#) Resolution to consider the purchase of one additional kiosk and service agreement to support the operations of the West Allis City Hall Customer Service Center from DynaTouch Interactive Technologies in an amount not to exceed \$42,553
- Sponsors:** Administration & Finance Committee
- Attachments:** [Res_R-2020-0626](#)
[Exhibit A - Quote - Extra Kiosk](#)
[Res_R-2020-0626 signed](#)
- This matter was **Adopted on a Block Vote.**
17. [2020-0718](#) Communication from the Health Commissioner regarding request to fill the Public Health Nurse position

Attachments: [Request to fill position form PHN](#)
[Request to hire memo PHN](#)
[JDQ-Health- PHN](#)

This matter was Approved and Placed on File on a Block Vote.

18. [2020-0724](#) Communication from Director of Public Works to approve an exception to the hiring freeze and grant permission to fill six vacancies (two Equipment Operator, one Maintenance Repairer, two Truck Driver, one Electrical Mechanic)

Attachments: [a&f approval to fill positions 2020-10-20](#)

This matter was Approved and Placed on File on a Block Vote.

19. [2020-0696](#) Finance Director/Comptroller submitting report for September 2020 indicating City of West Allis checks issued in the amount of \$2,530,348.80

Attachments: [September 2020 Monthly Claims Report to CC](#)

This matter was Placed on File on a Block Vote.

20. [2020-0727](#) 2021 City of West Allis Mayor's Recommended Budget

Attachments: [Link to Budget](#)

[AFFIDAVIT OF PUBLICATION - 2021 Budget PH](#)

Held in Administration & Finance Committee during recess.

21. [2019-0824](#) Notice of Claim by Joshua Miranda regarding injuries and property damages at the intersection of W. Greenfield Ave. and S. 68 St. on or about October 16, 2019

Attachments: [Claim - Joshua Miranda](#)
[Miranda Claims Report](#)

This matter was Paid and Placed on File on a Block Vote.

22. [2019-0708](#) Summons and Complaint in the matter of Highland Commons, LLC vs. City of West Allis, Case No. 2019CV007517

Attachments: [Claim - S&C Highland Commons 2019CV007517 10-1-19](#)
[Claims Report-October 20, 2020](#)
[highland dismissal](#)

This matter was Paid and Placed on File on a Block Vote.

23. [2019-0753](#) Lawsuit by Hillside Properties LLC alleging excessive real estate taxes for the year 2019 at 10211 W. Greenfield Ave., parcel number 449-9996-005

Attachments: [Claim - Hillside Properties 2019CV007109 10-15-19](#)
[Claims Report-October 20, 2020](#)
[Hillside dismissal](#)

This matter was Placed on File on a Block Vote.

24. [2019-0756](#) Felker Family LP summons regarding alleged excessive real estate taxes imposed for the year 2019 at 333 S. 108 St., parcel number 414-9990-001, Case no. 2019CV00708

Attachments: [Claim - Felker Family 10-9-19](#)
[Claims Report-October 20, 2020](#)
[Felker dismissal](#)

This matter was Placed on File on a Block Vote.

25. [2020-0440](#) Claim by Harlan Stephens regarding damage to vehicle at 8750 W. National Ave. on May 13, 2020

Attachments: [2020-0440 Halan Stephens](#)
[Claims Report-October 20, 2020](#)

This matter was Placed on File on a Block Vote.

26. [2020-0445](#) Claim by Lauren Kojis regarding damage to vehicle at 1617 S. 77 St. on June 10, 2020

Attachments: [2020-0445 Claim - Kojis, Lauren 06-25-2020 Redacted](#)
[Claims Report-October 20, 2020](#)

This matter was Denied on a Block Vote.

27. [2020-0448](#) Notice of Circumstances of Claim by James M. Franken regarding personal injury at N. 84 St. and W. O'Connor St. on May 17, 2020

Attachments: [2020-0448 Claim - James Franken](#)
[Claims Report-October 20, 2020](#)

This matter was Denied on a Block Vote.

28. [2020-0479](#) Claim by Christine Jolitz regarding damage to property at 1535 S. 77 St. on January 20, 2020

Attachments: [2020-0479 Claim - Christine Jolitz](#)
[Claims Report-October 20, 2020](#)

This matter was Denied on a Block Vote.

29. [2020-0605](#) Claim by Adrian Williams regarding damage to vehicle at 6700 W. Beloit Rd. on June 12, 2020

Attachments: [2020-0605 Claim - Adrian Williams redacted](#)
[Claims Report-October 20, 2020](#)

This matter was Denied on a Block Vote.

30. [2020-0610](#) Claim by Melinda Collier regarding damage to property at 2046 S. 75 St. on January 11, 2020

Attachments: [2020-0610 Claim - Melinda Collier](#)
[Claims Report-October 20, 2020](#)

This matter was Denied on a Block Vote.

- 31. [R-2020-0625](#) Resolution to approve the Year 2021 Operating Plan for the Downtown West Allis Business Improvement District and to adopt the Special Assessment Method as stated therein (Final)

Sponsors: Administration & Finance Committee

Attachments: [Res_R-2020-0625](#)
[BID 2021 Operating Plan \(Signed\)](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0625_11923341](#)
[Res_R-2020-0625 signed](#)

This matter was Adopted on a Block Vote.

Passed The Block Vote

A motion was made by Haass to approve all the actions on item nos. 12-19 and 21-31 on a Block Vote. The motion carried by the following vote:

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

No: 0

PUBLIC WORKS COMMITTEE

- 8. [R-2020-0562](#) Resolution relative to accepting the sole source proposal of Crowley Construction Corp. to install pavement marking on Burnham Street as part of the Burnham Pointe Better Block project for an amount not to exceed \$50,118

Sponsors: Public Works Committee

Attachments: [Res_R-2020-0562 signed](#)
[Res_R-2020-0562](#)
[MEMORANDUM Crowley Sole Source](#)
[West Allis Burnham Pointe Updated quote](#)
[Res_R-2020-0562 signed](#)

This matter was Adopted on a Block Vote.

- 9. [R-2020-0563](#) Resolution to approve bid of UPI Construction, Inc. for sanitary sewer relays, sanitary sewer spot relays, storm sewer relay, and hydrant relocations in various locations within the City of West Allis in the amount of \$890,777.90

Sponsors: Public Works Committee

Attachments: [Res R-2020-0563 signed](#)
[Res R-2020-0563](#)
[2020-13 BID RESULTS](#)

This matter was Adopted on a Block Vote.

10. [R-2020-0567](#) Resolution accepting work of WIL-Surge Electric, Inc. for the furnishing and installation of a new standby generator at the West Allis Fire Administration Building located at 7332 West National Avenue in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2017 Project No. 29 for final payment in the amount of \$20,560.88 of the \$129,508.73 total project cost

Sponsors: Public Works Committee

Attachments: [Res R-2020-0567 signed](#)
[Res R-2020-0567](#)

This matter was Adopted on a Block Vote.

11. [2020-0651](#) Communication from the City Engineer regarding driveway permit application at 2503 S. 89 St.

Attachments: [Comm Driveway Width 2503 89th](#)
[App Drawing](#)
[89 St 2503s](#)

This matter was Approved and Placed on File on a Block Vote.

32. [R-2020-0606](#) Resolution to approve a cost sharing project agreement with the City of Brookfield for the reconstruction of the storm sewer under S. 124th Street of which the City of West Allis' share is \$12,500

Sponsors: Public Works Committee

Attachments: [Res R-2020-0606 signed](#)
[R-2020-0606](#)
[Res R-2020-0606 signed](#)
[Brookfield Agreement Signed R-2020-0606](#)

This matter was Adopted on a Block Vote.

33. [R-2020-0629](#) Resolution ordering preliminary plans and specifications together with a schedule of proposed assessments for improvement of S. 90 St. from W. Arthur Pl. to S. 89 St. by minor asphalt resurfacing with miscellaneous walk repair and utility adjustments

Sponsors: Public Works Committee

Attachments: [Res R-2020-0629 signed](#)
[R-2020-0629](#)

This matter was Adopted on a Block Vote.

Passed The Block Vote

A motion was made by Roadt to approve all the actions on item nos. 8-11 and 32-33 on a Block Vote. The motion carried by the following vote:

- Aye: 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- No: 0

SAFETY & DEVELOPMENT COMMITTEE

- 34. [O-2020-0044](#) Ordinance to Adopt Parking Restrictions on the East Side of the South 120 Feet of the 1700 Block of South 84th St.

Sponsors: Alderperson Weigel

Attachments: [Ord O-2020-0044 signed](#)
[O-2020-0044](#)
[AFFIDAVIT OF PUBLICATION - O-2020-0044, O-2020-0045, O-2020-0048 11929649](#)

This matter was Passed on a Block Vote.

- 35. [O-2020-0045](#) Ordinance to Adopt Parking Restrictions on the North Side of the West 140 Feet of the 8300 Block of West National Ave.

Sponsors: Alderperson Weigel

Attachments: [O-2020-0045](#)
[Ord O-2020-0045 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2020-0044, O-2020-0045, O-2020-0048 11929649](#)

This matter was Passed on a Block Vote.

- 37. [R-2020-0627](#) Resolution relative to determination of an Application for a Special Use Permit for Subway, a proposed restaurant, to be located at 6736 W. Greenfield Ave.

Sponsors: Safety & Development Committee

Attachments: [R-2020-0627](#)
[Planning Application - Subway](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0627 & R-2020-0628 11921233](#)
[Res R-2020-0627](#)
[Res R-2020-0627 partially signed](#)

This matter was Adopted on a Block Vote.

38. [R-2020-0628](#) Resolution relative to determination of an Application for a Special Use Permit for Qdoba to install a proposed drive-thru at their existing restaurant, located at 2831 S. 108 St.

Sponsors: Safety & Development Committee

Attachments: [R-2020-0628](#)
[Planning Application - Qdoba](#)
[AFFIDAVIT OF PUBLICATION - R-2020-0627 & R-2020-0628](#)
[11921233](#)
[Res_R-2020-0628 partially signed](#)

This matter was Adopted on a Block Vote.

Passed The Block Vote

A motion was made by Lajsic to approve all the actions on item nos. 34-35 and 37-38 on a Block Vote. The motion carried by the following vote:

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

No: 0

36. [O-2020-0043](#) Ordinance to make training, counseling or workforce development facilities operated by a not-for-profit social service organization, for the purpose of enabling job and career opportunities to persons with sensory or physical disabilities a special use in a C-3 district

Sponsors: Safety & Development Committee

Attachments: [Ord O-2020-0043](#)
[WA Common Council Letter re Beyond Vision proposal](#)

A motion was made by Lajsic that this matter was Passed. The motion carried by the following vote:

Aye: 7 - Grisham, Haass, Kuehn, Lajsic, Tenorio, Vitale, and Weigel

No: 3 - Reinke, Roadt, and Stefanski

LICENSE & HEALTH COMMITTEE

39. [2020-0733](#) 2020-2021 Combination Class B Special Event Permit application no. 6 of Paulie's Pub and Eatery, LLC, Kristine Budiac, Agent, d/b/a Paulie's Pub and Eatery, 8031 W. Greenfield Ave., for premises extension, October 31, 2020 through June 1, 2021, (all of Paulie's Pub and Eatery parking lot, with tent, food, and outdoor music) Second (2nd) permit application for 2020-2021 license year

Attachments: [Paulie's Pub & Eatery](#)

This matter was Approved as Amended, changing the end date from October 31, 2021 to June 1, 2021, on a Block Vote.

40. [2020-0734](#) 2020-2021 Combination Class B Special Event Permit application no. 7 of Field Trip, LLC, Kristine Budiak, Agent, d/b/a Paulie's Field Trip, 1430 S. 81 St., for premises extension, October 31, 2020 through October 31, 2021, (all of Paulie's Field Trip parking lot, with tent, food, and outdoor music) Second (2nd) permit application for 2020-2021 license year

Attachments: [Field Trip](#)

This matter was Denied on a Block Vote.

41. [2020-0418](#) Expedited Temporary Extensions

A list of applicants is available online at <<https://westalliswi.legistar.com/>> or by contacting the city clerk's office.

Attachments: [Expedited Temporary Extension of Class B Licensed Premises](#)
[BRASS MONKEY.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[LAYMAN BREWING.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[LYNCHS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[NATTY OAKS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[SLURP-N-BURP.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[STINGERS.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[JUNE 16 PACKET.2020 Expedited Extension of Alcohol Beverage Premises form](#)
[July 14, 2020 Expedited Temporary Extension Packet](#)
[July 14, 2020 Expedited Temporary Extension List](#)
[DOPP'S BAR 7/14/2020](#)
[DA BAR 7/14/2020](#)
[LIMANSKI'S PUB 7/14/2020](#)
[SHAMROX 7/14/2020](#)
[STALLYWOOD 7/14/2020](#)
[Expedited Temporary Extension List for August 4, 2020](#)
[BARCODE 8-4-2020](#)
[JUST J'S 8-4-2020](#)
[RUPENA'S 8-4-+2020](#)
[TANDOOR RESTAURANT 8-4-2020](#)
[THE CROOKED CROW 8-4-2020](#)
[Expedited Temporary Extension List for 09-01-2020](#)
[CAMINO](#)
[RED WHITE AND BREWS 09-01-2020](#)
[STATION NO. 6](#)
[THE DRUNK UNCLE 09-01-2020](#)
[THE NETWORK 09-01-2020](#)
[No New Expedited Temporary Extension applications for October 6, 2020 Common Council Agenda](#)
[Expedited Temporary Extension of Class B Licensed Premises. October 20, 2020](#)

This matter was Approved on a Block Vote.

42. [2020-0672](#)

2020-2022 Operator's License (bartender/sales clerk) applications

The list of applicants is available, online at [<https://westalliswi.legistar.com/>](https://westalliswi.legistar.com/) or by contacting the city clerk's office.

- Attachments:** [Operator list 10-20-20 for approval](#)
[Bartender License application list 9-15-2020](#)
[Amended Operator's License list 10-6-20](#)

This matter was **Approved on a Block Vote.**

Passed The Block Vote

A motion was made by Vitale to approve all the actions on item nos. 39-42 on a Block Vote. The motion carried by the following vote:

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

No: 0

ADVISORY COMMITTEE

None.

N. ADJOURNMENT

A motion was made by Lajsic, seconded by Vitale, to adjourn at 8:22 p.m., with the next scheduled meeting to be held on November 4, 2020, at 7:00 p.m. The motion carried unanimously.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Milwaukee		County Code Number 40		Report for Month/Year August, 2020	
Municipal Name West Allis Municipal Court		Municipal Code Number 292		Telephone Number 414-302-8181	
I. MUNICIPAL COURT OFFICIAL		Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)		\$ 36,614.96	\$ 36,614.96		
Adjustment (if applicable)		\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 12,508.88	\$ 10,846.12		\$ 1,662.76
Adjustment (if applicable)		\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 8,026.02			\$ 8,026.02
Adjustment (if applicable)		\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 3,305.13		\$ 3,305.13	
Adjustment (if applicable)		\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 5,668.60		\$ 2,406.80	\$ 3,261.80
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 4,261.82			\$ 4,261.82
Adjustment (if applicable)		\$.00			\$.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$.00	\$.00		\$.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)		\$ 300.00		\$ 300.00	
Adjustment (if applicable)		\$.00		\$.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
11. Safe Ride Program (s. 85.55, Stats.)		\$ 600.00			\$ 600.00
Adjustment (if applicable)		\$.00			\$.00
12. Totals		\$ 71,285.41	\$ 47,461.08	\$ 6,011.93	Pay This Amount \$ 17,812.40

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul M. Murphy Signature: Paul M. Murphy Date: 9-1-2020

III. TREASURER'S CERTIFICATION

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

Treasurer: Cari Lind Date: 10-19-20

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

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

ACCOUNT BALANCE SUMMARY

(+) Received:	\$72,528.25
(+) Excess:	\$173.80
(+) Released:	\$98.80
(-) Suspended:	\$0.00
(-) Void/NSF:	(\$878.50)
(-) Void/NSF Prior:	(\$210.20)
PAYMENTS:	\$71,712.15
DISBURSED:	\$71,712.15
(-) Other Fine/Fees:	(\$426.74)
MONTHLY FINANCIAL:	\$71,285.41

Date/Time: 08/31/2020 7:44:37 PM

Receipt # Range: 00100098 -to- 00100558

Disbursed By: AD1804

Reporting Period: 202008 -to- 202008

Disburse ID: 20200831023

**West Allis Municipal Court
Detailed Receipts Report (Other Fines/Fees)**

Accounts Receivable Status Date: 08/03/2020 8:51:54 AM through 08/31/2020 7:44:23 PM
Receipt # Range: 00100098 to 00100558
Disbursement ID: 20200831023

Status	Status	Citation	Defendant Name	Payee Name	Address	Amount
Admin Fees						
08/31/2020	PAID	E255948-0	Nicholson, Dural D JR	e255948 WAPD		\$ 17.50
08/05/2020	PAID	AD558059-5	Demshar, Robert Michael	WA PD AD5580595		\$ 17.50
08/05/2020	PAID	AC247147-5	Mc Clain, Evan Andrew	WA PD BLOOD DRAW AC247		\$ 17.50
08/10/2020	PAID	AE262458-0	Slater, Kathleen	wa pd blood draw AE262458-0		\$ 17.50
08/21/2020	PAID	BC374634-1	Conroy-Munoz, Vincent	WA PD BLOOD DRAW		\$ 17.50
08/07/2020	PAID	AD559317-3	Salamone, Gina Nicole	wa pd blood draw AD559317-3		\$ 17.50
08/30/2020	PAID	BC377408-3	Deja, Elizabeth Jane	Elizabeth Deja - BC377408-3 blc		\$ 17.50
08/18/2020	PAID	AD562172-2	Johnson, Samuel R JR	Samuel R. Johnson - AD562172-		\$ 17.50
						Admin Fees
						\$ 140.00
Reopen						
08/17/2020	PAID	AB412857-4	Weller, Alexander Salomon	West Allis Municipal Court	11301 W Lincoln Ave West Allis WI 53227	\$ 25.00
08/24/2020	PAID	BC376981-3	Bouillion, Timothy John	West Allis Municipal Court	11301 W Lincoln Ave West Allis WI 53227	\$ 25.00
08/24/2020	PAID	IS8049LVSV	Gonzalez, David Anthony	West Allis Municipal Court	11301 W Lincoln Ave West Allis WI 53227	\$ 25.00
						Reopen
						\$ 75.00
Restitution						
08/19/2020	PTPD	BC16052	Wilson Young, Monique K	BC16052 WA Library	7421 W National Av Monique Wilson young	\$ 15.80
08/05/2020	PAID	LIBR180062	Lezama, Ester	LIBR180062 - WA Library	7421 W National Av Ester Lezama	\$ 22.14
						Restitution
						\$ 37.94
GRAND TOTAL:						\$ 252.94

**West Allis Municipal Court
Detailed Receipts Report (Other Fines/Fees)**

Accounts Receivable Status Date: 08/03/2020 8:51:54 AM through 08/31/2020 7:44:23 PM
Receipt # Range: 00100098 to 00100558
Disbursement ID: 20200831023

Status	Status	Citation	Defendant Name	Payee Name	Address	Amount		
UNDISBURSED EXCESS COLLECTIONS								
Receipt / Adjust	Receipt #		Payee	Refund Amount	Over Amount	Redirect Amount	Adjust Amount	Total
08/05/2020	00100178		Narvaez, Joe	\$ 75.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 75.00
08/10/2020	00100267		West Allis Municipal Court	\$ 0.00	\$ 98.80	\$ 0.00	\$ 0.00	\$ 98.80
EXCESS COLLECTIONS GRAND TOTAL:								\$ 173.80

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 08/31/2020
Disbursement ID: 20200831023

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
Narvaez, Joe								
08/31/2020	00100178	OTH	REF	202008	PAID			\$ 75.00
	MNI #:	00050412						
								Subtotal: \$ 75.00
West Allis Municipal Court								
08/31/2020	00100267	OTH	OVR	202008	PAID			\$ 98.80
	MNI #:	00066638						
								Subtotal: \$ 98.80
								Subtotal: \$ 173.80

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 08/31/2020
Disbursement ID: 20200831023

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
WAPD								
BC16052 WA LIBRARY								
08/31/2020		OTH	RST	202008	PAID			\$ 15.80
								Subtotal: \$ 15.80
								BC16052 WA LIBRARY 7421 W National Av Monique Wilson young
E255948 WAPD								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
								Subtotal: \$ 17.50
								E255948 WAPD Dural Nicholson
ELIZABETH DEJA - BC377408-3 BLOOD DRAW								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
								Subtotal: \$ 17.50
								ELIZABETH DEJA - BC377408-3 BLOOD
LIBR180062 - WA LIBRARY								
08/31/2020		OTH	RST	202008	PAID			\$ 22.14
								Subtotal: \$ 22.14
								LIBR180062 - WA LIBRARY 7421 W National Av Ester Lezama
MILWAUKEE COUNTY								
08/31/2020		DRVC	DRVC	202008	PAID			\$ 2,406.80
08/31/2020		IID	IID	202008	PAID			\$ 300.00
08/31/2020		JAIL	JAIL	202008	PAID			\$ 3,305.13
								Subtotal: \$ 6,011.93
								MILWAUKEE COUNTY 901 N 9th St # 102 Milwaukee WI 53233
SAMUEL R. JOHNSON - AD562172-2								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 08/31/2020
Disbursement ID: 20200831023

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
SAMUEL R. JOHNSON - AD562172-2								Subtotal: \$ 17.50
blood draw								
STATE OF WISCONSIN								
08/31/2020		CC-S	CC-S	202008	PAID			\$ 1,662.76
08/31/2020		DRG	DRG	202008	PAID			\$ 4,261.82
08/31/2020		DRVS	DRVS	202008	PAID			\$ 3,261.80
08/31/2020		PEN	PEN	202008	PAID			\$ 8,026.02
08/31/2020		SAFE	SAFE	202008	PAID			\$ 600.00
STATE OF WISCONSIN								Subtotal: \$ 17,812.40
State of WI - Court Fines & Surcharges								
Milwaukee WI 53293-0304								
WA PD AD5580595								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
WA PD AD5580595								Subtotal: \$ 17.50
DEMSHAR, ROBERT								
WA PD BLOOD DRAW								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
WA PD BLOOD DRAW								Subtotal: \$ 17.50
BC374634-1								
WA PD BLOOD DRAW AC247147-5								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
WA PD BLOOD DRAW AC247147-5								Subtotal: \$ 17.50
MC CLAIN, EVAN								
WA PD BLOOD DRAW AD559317-3								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 08/31/2020
Disbursement ID: 20200831023

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
WA PD BLOOD DRAW AD559317-3								Subtotal: \$ 17.50
Salamone, Gina								
WA PD BLOOD DRAW AE262458-0								
08/31/2020		OTH	ADM	202008	PAID			\$ 17.50
WA PD BLOOD DRAW AE262458-0								Subtotal: \$ 17.50
Slater, Kathleen								
WEST ALLIS MUNICIPAL COURT								
08/31/2020		CC-M	CC-M	202008	PAID			\$ 10,846.12
08/31/2020		FINE	FINE	202008	PAID			\$ 36,614.96
08/31/2020		OTH	reop	202008	PAID			\$ 75.00
WEST ALLIS MUNICIPAL COURT								Subtotal: \$ 47,536.08
11301 W Lincoln Ave West Allis WI 53227								
WAPD								Subtotal: \$ 71,538.35
GRAND TOTAL:								\$ 71,712.15

Footnote: Includes all disbursements for the current date.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Milwaukee		County Code Number 40		Report for Month/Year September, 2020	
Municipal Name West Allis Municipal Court		Municipal Code Number 292		Telephone Number 414-302-8181	
I. MUNICIPAL COURT OFFICIAL		Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)		\$ 38,826.73	\$ 38,826.73		
Adjustment (if applicable)		\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 13,667.80	\$ 11,873.69		\$ 1,794.11
Adjustment (if applicable)		\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 8,707.50			\$ 8,707.50
Adjustment (if applicable)		\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 3,621.96		\$ 3,621.96	
Adjustment (if applicable)		\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 6,671.35		\$ 3,101.43	\$ 3,569.92
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 4,702.33			\$ 4,702.33
Adjustment (if applicable)		\$.00			\$.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$.00	\$.00		\$.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)		\$ 500.00		\$ 500.00	
Adjustment (if applicable)		\$.00		\$.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
11. Safe Ride Program (s. 85.55, Stats.)		\$ 715.40			\$ 715.40
Adjustment (if applicable)		\$.00			\$.00
12. Totals		\$ 77,413.07	\$ 50,700.42	\$ 7,223.39	Pay This Amount \$ 19,489.26

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul Murphy Signature: Paul M. Murphy Date: 10/20/20

III. TREASURER'S CERTIFICATION

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

Treasurer: Ceri [Signature] Date: 10/20/20

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

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

ACCOUNT BALANCE SUMMARY

(+) Received:	\$78,813.42
(+) Excess:	\$374.00
(+) Released:	\$0.00
(-) Suspended:	\$0.00
(-) Void/NSF:	(\$861.00)
(-) Void/NSF Prior:	\$0.00
PAYMENTS:	<hr/> \$78,326.42
DISBURSED:	\$78,326.42
(-) Other Fine/Fees:	(\$913.35)
MONTHLY FINANCIAL:	<hr/> \$77,413.07

Date/Time:	09/30/2020 5:58:03 PM	Receipt # Range:	00100559	-to-	00101065
Disbursed By:	AD1804	Reporting Period:	202009	-to-	202009
Disburse ID:	20200930034				

**West Allis Municipal Court
Detailed Receipts Report (Other Fines/Fees)**

Accounts Receivable Status Date: 08/31/2020 7:49:10 PM through 09/30/2020 5:44:35 PM
 Receipt # Range: 00100559 to 00101065
 Disbursement ID: 20200930034

Status	Status	Citation	Defendant Name	Payee Name	Address	Amount
Admin Fees						
09/10/2020	PAID	B414391-5	Ford, Letrell M JR	B414391-5 WAPD		\$17.50
09/08/2020	PAID	AE256442-4	Beltran Coyolt, Rolando	WA PD BLOOD DRAW		\$17.50
						Admin Fees
						\$35.00
Reopen						
09/28/2020	PAID	BC376981-3	Bouillion, Timothy John	West Allis Municipal Court	11301 W Lincoln Ave West Allis WI 53227	\$50.00
						Reopen
						\$50.00
Restitution						
09/22/2020	PTPD	LIBR200004	Bucklew, Melissa	Library - Melissa Bucklew - LJBR20		\$100.00
09/10/2020	PAID	LIBR180068	Buckner, Latia S	LIBR180068 WA Libraray	7421 W National Av Latia Kuckner	\$100.88
09/10/2020	PAID	LIBR190025	Clark, Rebecca C	LIBR190025		\$104.95
09/10/2020	PTPD	LIBR190005	Evans, Victoria E	LIBR190005 WA Library		\$118.52
09/30/2020	PTPD	IS804L84SR	Kositzke, Brittany Ann	Daniel A. Schmid - IS804L84SR	1628 S. 69th St., Apt. 1 West Allis, WI 53214	\$30.00
						Restitution
						\$454.35
GRAND TOTAL:						\$539.35

UNDISBURSED EXCESS COLLECTIONS

Receipt / Adjust	Receipt #	Payee	Refund Amount	Over Amount	Redirect Amount	Adjust Amount	Total
09/10/2020	00100682	Johnson, Samuel Jr	\$124.00	\$0.00	\$0.00	\$0.00	\$124.00
09/10/2020	00100724	Rivera, Tammy	\$136.60	\$0.00	\$0.00	\$0.00	\$136.60
09/10/2020	00100734	Schwichtenberg, Kimberly	\$2.00	\$0.00	\$0.00	\$0.00	\$2.00
09/30/2020	00101065	West Allis Municipal Court	\$0.00	\$0.00	\$111.40	\$0.00	\$111.40
EXCESS COLLECTIONS GRAND TOTAL:							\$374.00

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 09/30/2020
Disbursement ID: 20200930034

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
Johnson, Samuel Jr								
09/30/2020	00100682	OTH	REF	202009	PAID			\$124.00
	MNI #:	00059548						
							Subtotal:	\$124.00
								Johnson, Samuel Jr 5511 W NATIONAL AVE # 143 WEST MILWAUKEE, WI 53214
Rivera, Tammy								
09/30/2020	00100724	OTH	REF	202009	PAID			\$136.60
	MNI #:	00065475						
							Subtotal:	\$136.60
								Rivera, Tammy 929 S LAYTON BLVD MILWAUKEE, WI 53215
Schwichtenberg, Kimberly								
09/30/2020	00100734	OTH	REF	202009	PAID			\$2.00
	MNI #:	00054836						
							Subtotal:	\$2.00
								Schwichtenberg, Kimberly 1420 E WARNIMONT AVE APT 1 MILWAUKEE, WI 53207
West Allis Municipal Court								
09/30/2020	00101065	OTH	RDR	202009	PAID			\$111.40
	MNI #:	00067238						
							Subtotal:	\$111.40
								West Allis Municipal Court 11301 W Lincoln Ave West Allis, WI 53227-
							Subtotal:	\$374.00

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 09/30/2020
Disbursement ID: 20200930034

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount	
WAPD									
B414391-5 WAPD									
09/30/2020		OTH	ADM	202009	PAID			\$17.50	
								Subtotal:	\$17.50
Letrell Ford									
DANIEL A. SCHMID - 1S804L84SR									
09/30/2020		OTH	RST	202009	PAID			\$30.00	
								Subtotal:	\$30.00
1628 S. 69th St., Apt. 1 West Allis, WI 53214									
LIBR180068 WA LIBRARAY									
09/30/2020		OTH	RST	202009	PAID			\$100.88	
								Subtotal:	\$100.88
7421 W National Av Latia Kuckner									
LIBR190005 WA LIBRARY									
09/30/2020		OTH	RST	202009	PAID			\$118.52	
								Subtotal:	\$118.52
Victoria Evans									
LIBR190025									
09/30/2020		OTH	RST	202009	PAID			\$104.95	
								Subtotal:	\$104.95
Rebecca Clark									
LIBRARY - MELISSA BUCKLEW - LIBR200004									
09/30/2020		OTH	RST	202009	PAID			\$100.00	

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 09/30/2020
Disbursement ID: 20200930034

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount	
LIBRARY - MELISSA BUCKLEW - LIBR20000-								Subtotal:	\$100.00
\$502.57									
MILWAUKEE COUNTY									
09/30/2020		DRVC	DRVC	202009	PAID			\$3,101.43	
09/30/2020		IID	IID	202009	PAID			\$500.00	
09/30/2020		JAIL	JAIL	202009	PAID			\$3,621.96	
MILWAUKEE COUNTY								Subtotal:	\$7,223.39
901 N 9th St # 102 Milwaukee WI 53233									
STATE OF WISCONSIN									
09/30/2020		CC-S	CC-S	202009	PAID			\$1,794.11	
09/30/2020		DRG	DRG	202009	PAID			\$4,702.33	
09/30/2020		DRVS	DRVS	202009	PAID			\$3,569.92	
09/30/2020		PEN	PEN	202009	PAID			\$8,707.50	
09/30/2020		SAFE	SAFE	202009	PAID			\$715.40	
STATE OF WISCONSIN								Subtotal:	\$19,489.26
State of WI - Court Fines & Surcharges Milwaukee WI 53293-0304									
WA PD BLOOD DRAW									
09/30/2020		OTH	ADM	202009	PAID			\$17.50	
WA PD BLOOD DRAW								Subtotal:	\$17.50
AE256442-4									
WEST ALLIS MUNICIPAL COURT									
09/30/2020		CC-M	CC-M	202009	PAID			\$11,873.69	
09/30/2020		FINE	FINE	202009	PAID			\$38,826.73	
09/30/2020		OTH	reop	202009	PAID			\$50.00	

West Allis Municipal Court
Disbursement Summary
Disbursement Date: 09/30/2020
Disbursement ID: 20200930034

DISBURSEMENT TOTALS BY PAYEE

Disb Date	Receipt #	Category	Fine/Fee	Rpt Period	Status	Check #	Class	Amount
							WEST ALLIS MUNICIPAL COURT	Subtotal: \$50,750.42
							11301 W Lincoln Ave West Allis WI 53227	
							WAPD	Subtotal: \$77,952.42
							GRAND TOTAL:	\$78,326.42

Footnote: Includes all disbursements for the current date.

Agreement for Professional Services

This Agreement is effective as of August 20, 2020, between City of West Allis (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As Needed General Engineering Services.

Client's Authorized Representative: Mr. Dave Wepking
Address: 6300 W. McGeoch Avenue
West Allis, Wisconsin 53219
Telephone: 414.302.8888 **email:** dwepking@westalliswi.gov

Project Manager: Dale Romsos
Address: 1701 West Knapp St, Suite B
Rice Lake, WI 54868
Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

General Services – General Services are services of an immediate or minor nature that will be requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, SEH will provide a fee estimate at the time the services are requested.

Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

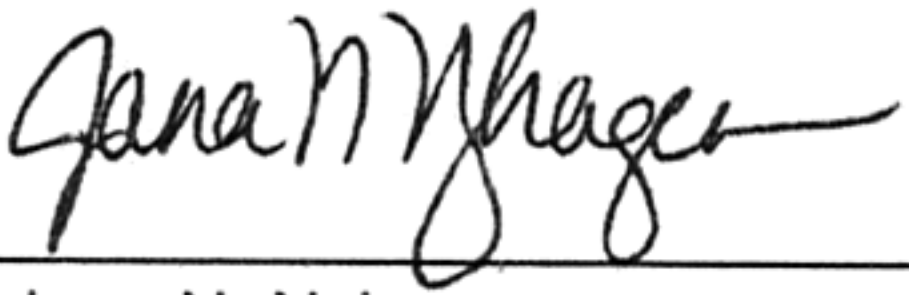
Payment: The total cost will not exceed \$5,000 unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

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Short Elliott Hendrickson Inc.

By: 
Jana N. Nyhagen
Title: Client Service Manager

City of West Allis

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of West Allis (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 20, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- 10/23/2020
1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. ~~Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.~~
 2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
 3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SERVICE DATE
Oct 20, 2020

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of the City of West Allis, Milwaukee County, Wisconsin,
as a Water Public Utility, for Authority to Adjust Water Rates

6360-WR-110

FINAL DECISION

This is the Final Decision in the Class 1 proceeding conducted by the Public Service Commission (Commission) on the application of West Allis Municipal Water Utility (applicant) for approval to increase water rates. This application is APPROVED, subject to conditions.

Introduction

The applicant applied to the Commission on January 24, 2020 for authority to increase water rates. Pursuant to due notice, the Commission held an audio hearing on October 7, 2020 before Administrative Law Judge Michael E. Newmark. The parties, for purposes of review under Wis. Stat. §§ 227.47 and 227.53, are listed in Appendix A. The applicant is the only party to this proceeding.

Findings of Fact

1. The applicant's presently authorized rates for water utility service will produce operating revenues of \$8,551,626 for the 2020 test year. These rates fall short of the test year revenue needed by \$318,060 and are unreasonable.
2. The estimated net investment rate base applicable to water utility operations for the 2020 test year is \$26,468,664.

3. The rate changes set forth for water service in Appendix C will permit the applicant to earn the necessary revenue requirement and are consistent with the cost of service and rate design.

Conclusions of Law

1. The applicant is a municipal public utility as defined in Wis. Stat. § 196.01(5)(a).
2. The Commission has authority under Wis. Stat. §§ 196.02(1), 196.03(1) and (3), 196.19, 196.20, 196.22, 196.37(1), (2), and (3), and 196.395 to authorize the applicant to increase water utility rates and revise tariff provisions.
3. The Commission has authority under Wis. Stat. § 15.02(4) to delegate to the Administrator of the Division of Water Utility Regulation and Analysis (Division Administrator) those functions vested by law as enumerated above and has delegated the authority to issue this Final Decision to the Division Administrator.

Opinion

Net Investment Rate Base

The estimated net investment rate base for the 2020 test year is as follows:

Utility Financed Plant in Service	\$38,324,386
Less: Accumulated Provision for Depreciation	<u>\$11,627,222</u>
Net Plant in Service	\$26,697,164
Plus: Materials and Supplies	296,500
Less: Regulatory Liability for Pre-2003 Accumulated Depreciation - CIAC	<u>525,000</u>
Net Investment Rate Base	<u>\$26,468,664</u>

Comparative Income Statement

Commission staff submitted a revenue requirement for the test year as shown in Ex.-PSC- Revenue Requirement. ([PSC REF#: 394905.](#)) The estimated test year income statement showing the effect of the increase in revenue that will result from authorized rates is as follows:

	<u>At Present Rates</u>	<u>Authorized Increase</u>	<u>After Rate Increase</u>
Operating Revenues	\$8,551,626	\$318,060	\$8,869,686
Operating Expenses:			
Oper. & Maint. Exp.	\$5,719,893		\$5,719,893
Depreciation	750,207		750,207
Amortization	4,000		4,000
Taxes & Tax Equiv.	<u>1,098,621</u>		<u>1,098,621</u>
Total Oper. Expenses	<u>\$7,568,721</u>		<u>\$7,568,721</u>
Oper. Income (or Loss)	<u>\$982,905</u>		<u>\$1,300,965</u>
Rate of Return	3.70%		4.90%

Commission staff computed the depreciation expense included in the revenue requirement for the 2020 test year using the depreciation rates shown in Appendix E. For purposes of computing the depreciation expense on the average investment for each plant account, these depreciation rates are effective as of January 1, 2020.

Depreciation Accrual

The applicant understated the depreciation accrual for several plant accounts by a total of \$92,681 during the past five years. The test year revenue requirement includes the additional accrual in the Accumulated Depreciation balance. The applicant is directed to record an additional depreciation accrual of \$92,681 as a debit to Account 435-216.1, Miscellaneous Debits to Surplus – Debit, and a credit in Account 111.1, Accumulated Provision for

Docket 6360-WR-110

Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality. The additional depreciation accrual should be split, with \$47,004 allocated to Account 325, Electric Pumping Equipment, and \$45,677 allocated to Account 397.1, SCADA Equipment. The applicant shall complete the accounting adjustment and submit a copy of the accounting entries to the Commission within 30 days of the date of this Final Decision.

Consumer Analysis

As part of its rate increase application, the applicant filed a consumer analysis that included variances greater than three percent between reported revenues and billing data to support the revenues for several customer classes. ([PSC REF#: 382844.](#)) The applicant stated that the variances were primarily due to multiple reclassifications of customers during the year. During its review, Commission staff also discovered overstated customer counts. Commission staff reviewed some of the reclassifications in more detail and was not able to resolve the variances. Although it appears the applicant is billing customers correctly, it appears the billing information customer class is not summarized correctly at year end. It is important for the applicant to maintain accurate records and classify revenues by customer class correctly. The Commission finds it reasonable to direct the applicant to improve its billing system reports by the time of its next rate case and to require that its next rate increase application contain no variances greater than three percent for any of its customer classes.

Capital Structure

The applicant requested a return on net investment rate base of 7.00 percent. The benchmark rate of return is calculated weekly based on a three-month rolling average of municipal bond rates, with a floor determined annually. The benchmark rate of return at the time

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the revenue requirement was finalized for this case was 4.90 percent. The applicant's capital employed in providing public utility service that is associated with the net investment rate base is estimated to be 46.94 percent municipal equity and 53.06 percent long-term debt. The composite cost of debt is 2.31 percent. A return on rate base of 4.90 percent will provide a 7.83 percent return on municipal earning equity and 4.00 times interest coverage. This return on rate base will provide the municipality with sufficient earnings on its investment. This return on rate base will also maintain confidence in the utility's financial integrity without resulting in rates to customers that are excessive.

Cost of Service

Commission staff submitted for the record an analysis of the cost of supplying water for general service and for public fire protection service. Commission staff used the base-extra capacity cost allocation method for the analysis. Under this method, the operating expenses are allocated first to the service cost functional components of base, customer, extra-capacity maximum-day and extra capacity maximum-hour demand, and fire protection and then to each of the customer classes served. Summaries of these analyses are shown in Schedules 8 and 11 of Ex.-PSC-COSS and Rate Design ([PSC REF#: 396108](#)), Commission staff's proposal in the record in this proceeding. Appendix B shows customer class revenue requirements resulting from the cost analysis compared with revenues at authorized rates.

Rates

Water service rates authorized in this Final Decision will result in an estimated net operating income of approximately \$1,296,965, which provides a 4.90 percent return on the

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water utility net investment rate base of \$26,468,664. Commission staff provided the applicant with Commission staff's proposed rates for review prior to the hearing, and the applicant had no objection to these rates.

As shown in attached Appendix B, the base-extra capacity cost allocation method results in a relatively wide range of increases in the charges to the various general service customer classes to reflect the cost of providing service to such classes. The percentage rate increase to any individual customer will not necessarily equal the overall percentage increase to the associated customer class, but rather will depend on the specific water use of that customer.

The authorized rates as set forth in Appendix C are based on the cost of providing service to various customer classes or types of service. All customers will be required to pay an appropriate amount for the service provided.

Commission staff computed some typical water bills for single family residential, multifamily residential, commercial, industrial, and public authority customers using Schedule Mg-1 to compare present rates with the new rates. That comparison is set forth in Appendix D.

The overall increase in annual revenues is 3.89 percent and is comprised of a 4.41 percent increase in general service charges and a 1.18 percent increase in public fire protection charges. A typical single family residential customer's bill will rise 3.58 percent (including public fire protection). Rates have risen because of a 10.43 percent increase in gross plant investment since the applicant's last conventional rate case in 2017. The typical bills calculated using the authorized rates are approximately average when compared with those of similarly sized water utilities in the state.

The general service charges will increase by 4.41 percent, compared to a 1.18 percent increase in the annual public fire protection charge. The larger increase in general service charges results from a greater proportion of the annual operating costs being allocated to general service compared to what was allocated at the time of the applicant's last rate proceeding and is based on current ratios of maximum general service demand to available system fire protection capacity. The larger increase in general service charges is reasonable, in that it reflects the cost of providing service appropriately.

The applicant has agreed to revise its tariff provisions (operating rules and main extension rules) to be consistent with those of other Wisconsin water utilities. The proposed rules were incorporated into the record by receipt of Ex.-PSC-COSS and Rate Design which incorporates the rules by reference. They are in accordance with Commission policy and the Wisconsin Administrative Code.

Effective Date

The test year commenced on January 1, 2020. Pursuant to Wis. Stat. § 196.19, the changes in rates and tariff provisions that are authorized in this Final Decision take effect no sooner than one day after the date of service, provided that these rates and tariff provisions are filed with the Commission, and the applicant makes a copy of the new rates available to the public before this date by placing a copy of the new rates at locations where customer payments are accepted, on the applicant's website, or in a form and place that is otherwise readily accessible to the public.

Order

1. This Final Decision takes effect one day after the date of service.
2. The authorized rate increases and tariff provisions shall take effect no sooner than one day after the day the applicant has: (a) filed these rates and tariff provisions with the Commission; and (b) made them available to the public at locations where customer payments are accepted, on the applicant's website, or in a form and place that is otherwise readily accessible to the public, pursuant to Wis. Stat. § 196.19 and Wis. Admin. Code § PSC 185.33(1)(f). If a copy of the new rates and tariff provisions is not made available to the public when they are filed with the Commission, the new rates and tariff provisions shall take effect one day after the day they are made available to the public.
3. The rates approved in this docket shall take effect no later than 90 days from the service date of this Final Decision or as directed by the Commission or Commission staff.
4. The applicant shall record an additional depreciation accrual of \$92,681 as a debit to Account 435-216.1, Miscellaneous Debits to Surplus – Debit, and a credit in Account 111.1, Accumulated Provision for Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality. The additional depreciation accrual shall be split with \$47,004 allocated to Account 325, Electric Pumping Equipment, and \$45,677 allocated to Account 397.1, SCADA Equipment. The applicant shall complete the accounting adjustment and submit a copy of the accounting entries to the Commission within 30 days of the date of this Final Decision.

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5. The applicant shall improve its billing system reports before submitting its next rate case such that its customer analysis filed in the rate application contains variances less than three percent for all customer classes.

6. Jurisdiction is retained.

Dated at Madison, Wisconsin, October 20, 2020.

For the Commission:

A handwritten signature in black ink, appearing to read "Denise L. Schmidt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denise L. Schmidt
Administrator
Division of Water Utility Regulation and Analysis

DLS:ajh:ggl DL:01768905

See attached Notice of Appeal Rights

PUBLIC SERVICE COMMISSION OF WISCONSIN
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE
TIMES ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE
PARTY TO BE NAMED AS RESPONDENT**

The following notice is served on you as part of the Commission's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Commission for rehearing within 20 days of the date of service of this decision, as provided in Wis. Stat. § 227.49. The date of service is shown on the first page. If there is no date on the first page, the date of service is shown immediately above the signature line. The petition for rehearing must be filed with the Public Service Commission of Wisconsin and served on the parties. An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. In a contested case, the petition must be filed in circuit court and served upon the Public Service Commission of Wisconsin within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Commission serves its original decision.¹ The Public Service Commission of Wisconsin must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2013

¹ See *Currier v. Wisconsin Dep't of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

CONTACT LIST FOR SERVICE BY PARTIES

PUBLIC SERVICE COMMISSION OF WISCONSIN

(Not a party but must be served per Wis. Stat. § 227.53)

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WEST ALLIS MUNICIPAL WATER UTILITY

KARYN RITTENHOUSE; CORRINE ZURAD

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WEST ALLIS, WI 53219

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West Allis Municipal Water Utility
Comparison of Revenue
at
Present Rates, Cost of Service and Authorized Rates

<u>Customer Class</u>	<u>Revenue at Present Rates</u>	<u>Cost of Service</u>		<u>Authorized Rates</u>		
		<u>Revenue Required</u>	<u>Increase over Present Rates</u>	<u>Revenue</u>	<u>Increase over Present Rates</u>	<u>Percent of Cost of Service</u>
Residential	\$4,126,088	\$4,296,889	4.14%	\$4,302,376	4.27%	100.13%
Multifamily Residential	\$922,979	\$988,604	7.11%	\$970,746	5.18%	98.19%
Commercial	\$1,151,827	\$1,201,921	4.35%	\$1,205,782	4.68%	100.32%
Industrial	\$425,058	\$437,900	3.02%	\$442,453	4.09%	101.04%
Public Authority	\$241,891	\$245,081	1.32%	\$252,702	4.47%	103.11%
Public Fire Protection	<u>\$1,312,672</u>	<u>\$1,328,178</u>	1.18%	<u>\$1,328,271</u>	1.19%	100.01%
Total	<u>\$8,180,515</u>	<u>\$8,498,575</u>	<u>3.89%</u>	<u>\$8,502,330</u>	<u>3.93%</u>	<u>100.04%</u>

**West Allis Municipal Water Utility
Authorized Water Rates and Rules**

West Allis Municipal Water Utility

Water Rate File Changes

Amended

PWAC-1

F-1

Upf-1

Mg-1

Am-1

OC-1

Mpa-1

Ug-1

Sg-1

BW-1

R-1

Cz-1

EHS-1

X-1

X-2

X-3

X-4

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Purchased Water Adjustment Clause

West Allis Municipal Water Utility (utility) may apply a purchased water adjustment clause (PWAC) to its water rates set forth under Schedules F-1 and Mg-1 to reflect an increase or decrease in the rates charged by its wholesale water supplier, Milwaukee Water Works (wholesaler), **and only when the wholesaler’s rates are adjusted through the conventional rate case process.** Adjustments under this PWAC that result in an increase cannot be effective until the utility has filed the PWAC application with the Public Service Commission (Commission), the utility provides notice to its customers of such change in rates, and the Commission holds a public hearing and authorizes the rate adjustments in a Final Decision.

Calculation of Adjusted Quarterly Public Fire Protection Service Charges - - - F-1

$$C = Z \times (1 + P)$$

$$P = (N - B) / T$$

Where: C = Adjusted Schedule F-1 quarterly retail service charges rounded up to the nearest cent.

Z = Current Schedule F-1 direct quarterly retail service charges.

P = Adjustment factor rounded up to the nearest hundredth of a percent, which is four places past the decimal point (.XXXX).

N = New quarterly wholesale public fire protection service charge.

B = Current quarterly wholesale public fire protection service charge.

T = Total quarterly dollar revenue from quarterly retail service charges per rate Schedule F-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Purchased Water Adjustment Clause

Calculation of Adjusted Quarterly Service Charges - - - Mg-1

$$C = Z \times (1 + P)$$

$$P = (N - B) / T$$

Where: C = Adjusted Schedule Mg-1 quarterly retail service charges rounded up to the nearest cent.

Z = Current Schedule Mg-1 quarterly retail service charges.

P = Adjustment factor rounded up to the nearest hundredth of a percent, which is four places past the decimal point (.XXXX).

N = New quarterly wholesale service charge.

B = Current quarterly wholesale service charge.

T = Total quarterly dollar revenue from quarterly retail service charges per Schedule Mg-1.

Commodity Charge Adjustment - - - Mg-1

$$AVBR = VBR + A$$

Where: AVBR = Adjusted Schedule Mg-1 retail volume block rates rounded up to the nearest cent.

VBR = Current Schedule Mg-1 retail volume block rates.

A = New wholesale volume charge less the current wholesale volume charge.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Public Fire Protection Service

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

Quarterly Public Fire Protection Service Charges:

5/8 - inch meter:	\$ 16.20	3 - inch meter:	\$ 66.00
3/4 - inch meter:	\$ 16.20	4 - inch meter:	\$ 81.00
1 - inch meter:	\$ 21.15	6 - inch meter:	\$ 99.00
1 1/4 - inch meter:	\$ 27.00	8 - inch meter:	\$ 117.00
1 1/2 - inch meter:	\$ 33.00	10 - inch meter:	\$ 132.00
2 - inch meter:	\$ 51.00	12 - inch meter:	\$ 147.00

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	\$	10.00
3 - inch connection:	\$	15.00
4 - inch connection:	\$	27.00
6 - inch connection:	\$	54.00
8 - inch connection:	\$	84.00
10 - inch connection:	\$	126.00
12 - inch connection:	\$	168.00
14 - inch connection:	\$	213.00
16 - inch connection:	\$	255.00

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

General Service - Metered

Quarterly Service Charges:

5/8 - inch meter:	\$ 21.00	3 - inch meter:	\$ 135.00
3/4 - inch meter:	\$ 21.00	4 - inch meter:	\$ 204.00
1 - inch meter:	\$ 33.00	6 - inch meter:	\$ 354.00
1 1/4 - inch meter:	\$ 45.00	8 - inch meter:	\$ 534.00
1 1/2 - inch meter:	\$ 57.00	10 - inch meter:	\$ 768.00
2 - inch meter:	\$ 84.00	12 - inch meter:	\$ 1,002.00

Plus Volume Charges:

First	10,000	cubic feet used each quarter:	\$2.58 per 100 cubic feet
Next	490,000	cubic feet used each quarter:	\$2.43 per 100 cubic feet
Next	500,000	cubic feet used each quarter:	\$2.32 per 100 cubic feet
Over	1,000,000	cubic feet used each quarter:	\$2.08 per 100 cubic feet

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Additional Meter Rental Charge

Upon request, the utility shall furnish and install additional meters to:

- A. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and
- B. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of \$50.00 and a quarterly rental fee for the use of this additional meter.

Quarterly Additional Meter Rental Charges:

5/8 - inch meter:	\$	10.50
3/4 - inch meter:	\$	10.50
1 - inch meter:	\$	16.50
1 1/4 - inch meter:	\$	22.50
1 1/2 - inch meter:	\$	28.50
2 - inch meter:	\$	42.00

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

- A. The additional meter is 3/4-inch or smaller if the metering configuration is the Addition Method; or
- B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than 3/4-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1 rates shall apply.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Other Charges

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$30.00 charge when a payment rendered for utility service is not honored by the customer’s financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Special Billing Charge: The utility shall assess a \$50.00 charge to the requestor to cover administrative expenses whenever an existing customer or the property owner requests a special billing outside of the normal utility billing. This charge may not be assessed to a new customer.

Special Meter Reading Charge: The utility shall assess a \$50.00 charge to the requestor whenever an existing customer or the property owner requests a special meter reading by utility personnel on a date other than the regularly scheduled meter reading. This charge may not be assessed if the customer or the property owner provides the meter reading. This charge may not be assessed to a new customer.

Missed Appointment Charge: The utility shall assess a missed appointment charge when a customer, without providing reasonable cancellation notice, fails to be present at the customer’s location for an appointment scheduled with utility personnel. The utility may not apply the charge for the first such missed appointment during normal business hours. The utility shall apply the charge for the first such missed appointment after normal business hours.

During normal business hours:	\$50.00
After normal business hours:	\$75.00

Real Estate Closing Account Charge: The utility shall assess a \$50.00 charge whenever a customer or the customer’s agent requests written documentation from the utility of the customer’s account status in connection with a real estate closing.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Public Service

Metered Service

Water used by the City of West Allis on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1, excluding any service charges.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 1,600 cubic feet of water quarterly under Schedule Mg-1, including the service charge for a 5/8-inch meter. If the utility determines that actual usage exceeds 1,600 cubic feet of water quarterly, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Seasonal Service

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Bulk Water

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$50.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Reconnection Charges

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours:	\$50.00
After normal business hours:	\$75.00

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Lateral Installation Charge

The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Emergency Hose Service

Charges for labor, materials, and equipment required to furnish such emergency service to a premise will be billed separately by the Municipal Water Utility by using the following schedule:

For a hose line one and one half (1 ½) inches in diameter or greater, a fee of forty dollars (\$40.00) for an initial three (3) calendar day period or fraction thereof. Ten dollars (\$10.00) per calendar day or fraction thereof following the initial three (3) calendar day period if the failure or break is in the portion of the water service line which the property owner is required to maintain and repair.

For a hose line less than one and one half (1 ½) inches in diameter, a fee of twenty dollars (\$20.00) for an initial three (3) calendar day period or fraction thereof. Five dollars (\$5.00) per calendar day or fraction thereof following the initial three (3) calendar day period if the failure or break is in the portion of the water service line which the property owner is required to maintain and repair.

The above charges will be waived if the failure or break in the water service is caused by an employee or authorized agent of the Municipal Water Utility or is located on the Municipal Water Utility's portion of the service line.

Billing: Same as Schedule Mg-1.

West Allis Municipal Water Utility

Water Utility Operating Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Reconnection of Service

Where the water utility has disconnected service at the customer’s request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner’s premises.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to insure the safety of the public.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Utility Operating Rules

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger’s Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Main Extension Rule

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
 - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Main Installations in Platted Subdivisions

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

Public Service Commission of Wisconsin

West Allis Municipal Water Utility

Water Customer Supplemental Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Charges for Water Wasted Due to Leaks

Pursuant to Wis. Admin. Code § 185.35(6) and the utility’s policy, when a leak unknown to the customer is found in an appliance or the plumbing, the utility shall estimate the water wasted due to the leak and bill for this excess usage at a reduced rate not less than the utility’s cost. If this provision applies, the utility shall bill the customer for excess usage at the lowest volumetric rate in the utility’s Schedule Mg-1, General Service - Metered. No additional adjustments shall be made for water supplied after the customer has been notified of the leak and has had an opportunity to correct the condition.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38.

The utility shall offer deferred payment agreements to residential accounts and may offer such agreements to other customers. However, the utility will not offer a deferred payment agreement to a residential customer who is a tenant if the tenant has defaulted on a deferred payment agreement in the past 12 months. This criterion only applies to deferred payment agreements and not to other types of payment extensions or agreements.

West Allis Municipal Water Utility
Customer Water Bill Comparison at Present and Authorized Rates

Customer Type	Meter Size	Volume (100 Cubic Feet)	<u>Quarterly</u>			<u>Quarterly Including Public Fire Protection</u>		
			Bills at Old Rates	Bills at New Rates	Percent Change	Bills at Old Rates	Bills at New Rates	Percent Change
Small Residential	5/8"	8	\$ 40.36	\$ 41.64	3.17%	\$ 56.41	\$ 57.84	2.54%
Average Residential	5/8"	16	\$ 59.72	\$ 62.28	4.29%	\$ 75.77	\$ 78.48	3.58%
Large Residential	5/8"	32	\$ 98.44	\$ 103.56	5.20%	\$ 114.49	\$ 119.76	4.60%
Large Residential	5/8"	64	\$ 175.88	\$ 186.12	5.82%	\$ 191.93	\$ 202.32	5.41%
Large Residential	5/8"	100	\$ 263.00	\$ 279.00	6.08%	\$ 279.05	\$ 295.20	5.79%
Multifamily Residential	3"	1,000	\$ 2,465.00	\$ 2,580.00	4.67%	\$ 2,528.00	\$ 2,646.00	4.67%
Multifamily Residential	3"	2,000	\$ 4,785.00	\$ 5,010.00	4.70%	\$ 4,848.00	\$ 5,076.00	4.70%
Multifamily Residential	4"	1,200	\$ 2,998.00	\$ 3,135.00	4.57%	\$ 3,076.00	\$ 3,216.00	4.55%
Multifamily Residential	4"	1,800	\$ 4,390.00	\$ 4,593.00	4.62%	\$ 4,468.00	\$ 4,674.00	4.61%
Commercial	3"	3,750	\$ 8,845.00	\$ 9,262.50	4.72%	\$ 8,908.00	\$ 9,328.50	4.72%
Commercial	4"	18,200	\$39,770.00	\$41,025.00	3.16%	\$39,848.00	\$41,106.00	3.16%
Commercial	6"	7,000	\$16,324.00	\$17,159.00	5.12%	\$16,420.00	\$17,258.00	5.10%
Commercial	6"	12,200	\$27,440.00	\$28,695.00	4.57%	\$27,536.00	\$28,794.00	4.57%
Industrial	4"	2,500	\$ 6,014.00	\$ 6,294.00	4.66%	\$ 6,092.00	\$ 6,375.00	4.65%
Industrial	4"	3,500	\$ 8,334.00	\$ 8,724.00	4.68%	\$ 8,412.00	\$ 8,805.00	4.67%
Industrial	4"	4,500	\$10,654.00	\$11,154.00	4.69%	\$10,732.00	\$11,235.00	4.69%
Industrial	6"	3,750	\$ 9,064.00	\$ 9,481.50	4.61%	\$ 9,160.00	\$ 9,580.50	4.59%
Public Authority	4"	5,000	\$11,814.00	\$12,369.00	4.70%	\$11,892.00	\$12,450.00	4.69%
Public Authority	6"	4,000	\$ 9,644.00	\$10,089.00	4.61%	\$ 9,740.00	\$10,188.00	4.60%
Public Authority	6"	5,500	\$13,054.00	\$13,679.00	4.79%	\$13,150.00	\$13,778.00	4.78%
Public Authority	6"	7,250	\$16,869.00	\$17,739.00	5.16%	\$16,965.00	\$17,838.00	5.15%

West Allis Municipal Water Utility

**Schedule of Water Depreciation Rates
Effective January 1, 2020**

Account Number	Account Title	Depreciation Rate
	SOURCE OF SUPPLY PLANT	
311	Structures and Improvements	3.20%
	PUMPING PLANT	
321	Structures and Improvements	3.20%
325	Electric Pumping Equipment	4.40%
	WATER TREATMENT EQUIPMENT	
334	Other Water Treatment Equipment	6.00%
	TRANSMISSION AND DISTRIBUTION PLANT	
342	Distribution Reservoirs and Standpipes	1.90%
343	Transmission and Distribution Mains	1.30%
345	Services	2.90%
346	Meters	5.50%
348	Hydrants	2.20%
	GENERAL PLANT	
390	Structures and Improvements	2.90%
391	Office Furniture and Equipment	5.80%
391.1	Computer Equipment	26.70%
392	Transportation Equipment	13.30%
394	Tools, Shop and Garage Equipment	5.80%
396	Power Operated Equipment	7.50%
397	Communication Equipment	15.00%
398	Miscellaneous Equipment	5.80%

Water Utility Rate Increase Details 11/4/20 Meeting

Water Utility is our only regulated Utility, which means that all rate adjustments are considered/approved by the Public Service Commission of Wisconsin (PSC)

Last Conventional Rate Increase: 10/1/2017

Last Short Rate Case(SRC): 12/1/2015(implemented in 2016 and another in 2015)

Note: We have completed 'Purchased Water Adjustments' over time as Milwaukee has had rate changes, which also helps us minimally each time that occurs.

Staff began working on the current case last fall/assuming authorization from Council to pull the case/submit it based on budgetary needs.

Case was submitted to the PSC in January of 2020/PSC staff completes the rate analysis-reviews staff request/validate our numbers/normalize one-time costs and revenues/make adjustments as needed. PSC then performs a 'cost of service study' to ensure set the new rates according to customer class(residential/commercial/industrial/public), making sure that the rates are equitable for each class.

Present Rates provide a 3.7% Rate of Return/Proposed rates provide for a 4.9% Rate of Return

2020 Budgetary Increase – 11%

Original Rate Case Submission/Increase requested was much larger: \$971,483, or 11.3% increase, with a 7% Rate of Return

Analyzed Results: \$318,060 increase, which equates to an overall 3.89% rate increase, with a 4.9% Rate of Return. (Industrial-3% increase/Residential and Commercial-4%/Multi-Fam-7%/Public-1% and PFP-1%)

Results of the analysis are much more realistic, make sense to me(outsider), tie out to our PSC Reports, and are very supportable.

Key Facts: 10.43% increase in gross plant investments since the last case in 2017.

Reasons for the increase: Technology(transition from the manual meter reading to radio meter reading)-over the past few years(did not have rates in place to support this/Labor and Benefit increases over time/increase in the cost of materials, supplies, contracts, maintenance agreements, etc.).

**CITY OF WEST ALLIS
ORDINANCE O-2020-0050**

ORDINANCE TO AUTHORIZE DISCRETION IN IMPOSING CERTAIN FEES

CREATING SECTION 2.04(3)

WHEREAS, the coronavirus pandemic that causes COVID-19 has created unique hardships for some individuals and businesses; and

WHEREAS, the City of West Allis wishes to allow officials in charge of imposing and collecting fees to lower or waive certain non-mandatory fees and keep a record of any instances in which fees are lowered or waived;

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

SECTION 1: **AMENDMENT** “2.04 Qualifying Duties” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

2.04 Qualifying Duties

1. Oath. Every person elected or appointed to an office shall take and file the oath within ten (10) days after notice of his election or appointment. A City official who is appointed in his or her official capacity to a City Board, Commission or Committee shall not be required to take and file the oath.
2. Official Bonds.
 - a. Treasurer. Pursuant to sec. 70.67(2) of the Wisconsin Statutes, the Common Council agrees and binds the City of West Allis to pay, in case the City Treasurer or his successors in office shall fail to do so, all taxes of any kind required by law to be paid by the Treasurer or his successors in office to the County Treasurer or his successors in office.
 - b. Other Officials. Those officials as may be required by the State Statutes or by direction of the Common Council shall execute and file an official bond in such sum as the Council may determine with two (2) or more sureties. The Council may at any time require new and additional bonds of any official. All official bonds must be approved by the Mayor and, when so approved, shall be filed within ten (10) days after the officer executing the same shall be notified of his election or appointment; the official bonds filed with the City Clerk.
 - c. Certificate of Appointment. When an appointed official has filed the oath and bond as required, the Clerk shall issue a certificate of appointment to him or her. If the appointment is to a Board or Commission, the chair or president shall be

notified by the Clerk.

d. Dishonesty/Faithful Performance Bond. All municipal officers and employees shall be covered under a blanket employee dishonest/faithful performance bond.

3. Discretion in Fees. Any official charged with collecting a fee for services rendered may collect all, part, or none of the cost of the service. If an official chooses not to collect the full fee, the official shall create a record of the service performed, the normal fee amount, the amount actually charged, and the reason for not collecting the full amount. This provision does not apply to license or permit fees or other fees required to be collected by federal or state law.

[Ord. 6081, 3/1/1994; Ord. O-2018-0022, 5-15-2018]

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2020-0649**

**RESOLUTION TO AUTHORIZE A TRANSFER OF \$10,000 FROM THE
SANITATION SALARY AND WAGES ACCOUNT TO THE SANITATION
OPERATIONAL SUPPLIES/REFUSE CARTS ACCOUNT TO FACILITATE THE
UNBUDGETED PURCHASE OF ADDITIONAL REFUSE CARTS**

WHEREAS, due to the 2020 budget request of \$25,000 being reduced to \$10,000 and to COVID-19 increasing demand for refuse carts there is an insufficient amount budgeted to purchase additional refuse carts; and,

WHEREAS, funds for this purchase are available due to the number of unfilled positions in the Sanitation Division; and,

WHEREAS, additional funds are needed to purchase needed refuse carts.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the Department of Public Works is authorized to transfer funds of \$10,000 from Salary and Wages account 100-4201-535-1101 to Operational Supplies/Refuse Carts account 100-4201-535-5353 and said transfer is hereby approved.

SECTION 1: **ADOPTION** “R-2020-0649” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0649(*Added*)

BE IT FURTHER RESOLVED that City Officers are authorized and directed to take appropriate action to implement said actions.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2020-0656**

**RESOLUTION TO CONSIDER AN OBLIGATION OF REPAYMENT TO HEALTH
AND URBAN DEVELOPMENT (HUD) REGARDING THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

WHEREAS, the City of West Allis is an entitlement communication that receives a formula CDBG grant and administers various programs to assist low-to-moderate income individuals and to address conditions of slum and blight; and,

WHEREAS, the City of West Allis CDBG program includes activities that improve affordable housing and to address needs for decent, safe, and affordable housing; and,

WHEREAS, HUD monitored the 2017 CDBG program in the fall of 2019 and provided a communication to the Development Department in February of 2020 that a Housing Rehabilitation Loan was not eligible;

WHEREAS, a Housing Rehabilitation Loan was provided to a low-to-moderate income person in the amount of \$1,174.64 to address a distressed tree that had partially fallen from private property into the right-of-way and the balance of the tree remained a hazard to life and property, see attached photo; and,

WHEREAS, HUD concludes, that if staff would have found additional items to repair on the physical structure, such as a screen on a window or a shingle on the roof, the loan would be considered eligible, but since the loan was for a tree removal, HUD is requiring the funds to be repaid; and,

WHEREAS, HUD is requesting repayment of \$1,174.64 from the City for the expenses charged to the Housing Rehabilitation Loan; and,

WHEREAS, the Director of Development or his designee is recommending the repayment of \$1,174.64 to HUD.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the obligation of repayment to Health and Urban Development regarding the Community Development Block Grant.

SECTION 1: **ADOPTION** “R-2020-0656” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2020-0656(*Added*)

BE IT FURTHER RESOLVED that the Common Council of the City of West Allis approves the repayment of \$1,174.64 to HUD from the General Fund via a transfer of funds from the Beloit Road Housing Fund Developer Fee reserves.



PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



**CITY OF WEST ALLIS
RESOLUTION R-2020-0657**

**RESOLUTION TO APPROVE A STOREFRONT IMPROVEMENT PROGRAM
GRANT CONTRACT BY AND BETWEEN THE CITY OF WEST ALLIS AND
TWO/PAR LLC, PROPERTY OWNER FOR THE PROPERTY LOCATED AT 8924
W. NATIONAL AVE. IN AN AMOUNT NOT TO EXCEED \$6,874**

WHEREAS, the City of West Allis offers a Storefront Improvement Program (SIP) that provides grants to commercial facades within the ½ mile radius of Tax Incremental District Number Eleven (84th and Greenfield), providing funds for offsite improvements; and,

WHEREAS, Dan Weitzer, owner of Weitzer Sales Ltd, on behalf of Two/Par LLC, applied for a façade grant to address issues of slum & blight on the property located at 8924 W. National Ave.; and,

WHEREAS, the project of façade renovation & improvement is eligible for a SIP grant under the program guidelines and that the property is within the ½ mile radius of the Tax Incremental District Number Eleven (84th and Greenfield) boundaries; and,

WHEREAS, the total project cost is estimated at \$13,748 for the grant but the overall private investment is \$396,000.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Storefront Improvement Project Grant Contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

SECTION 1: **ADOPTION** “R-2020-0657” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2020-0657(*Added*)

BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.

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

BE IT FURTHER RESOLVED that the amount for the Grant is \$6,874 from the Storefront Improvement Program (SIP), Tax Increment District Number Eleven (84th and Greenfield), to pay the liability that will be incurred under the aforesaid Contract by the City of West Allis.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor City Of West
 Allis

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
STOREFRONT IMPROVEMENT AGREEMENT GRANT**

CONTRACT

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 8922-24 W. Greenfield Avenue

TAX KEY NUMBER: 442-0544-000

IMPROVEMENTS (General): See attached Exhibit A – “Contractor Quotes” Exhibit B – “Approved Architectural Plans” and Exhibit C – “Budget”

TIME OF PERFORMANCE: Completed by 5/31/21

TOTAL AMOUNT OF CONTRACT: Up to \$6,874.00

THIS AGREEMENT, entered into by and between Two Par LLC (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development (or his designee) of the City of West Allis, Department of Development.

Work may commence in accordance with approved performance and work schedules.

WITNESSETH THAT:

WHEREAS, The OWNER represents itself as being capable and qualified to undertake and have installed those certain facade improvements, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **FACADE IMPROVEMENTS AND REQUIREMENTS.** The OWNER hereby agrees to make the facade improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract. OWNER agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the facade improvements delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the facade improvements.
 - C. Comply with time schedules and payment terms.

- D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit(s). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. Funds are made available through the Commercial Façade Improvement Grant that was established to assist properties near various Tax Increment Finance Districts (TIF) that budget funds for improvements that are within ½ mile of the TIF boundaries.
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:
- Name: Two Par LLC
Address: 8924 W. Greenfield Avenue
City and State: West Allis, WI 53214
- and to the CITY at:
- John F. Stibal, Director
Department of Development
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
- All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.
- V. TIME OF PERFORMANCE. The facade improvements to be made under the terms and conditions of this Contract shall be in force and shall commence from approval of performance and work schedules by the Director of Development, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies incurring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the OWNER shall continue to be obligated thereafter to fulfill OWNER's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.
- A. Performance. The OWNER agrees that the performance of work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

- B. Place of Performance. The OWNER shall make the facade improvements to the following property:

8922-89241 W. Greenfield Avenue
West Allis, WI 53214

- C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this Contract an amount not to exceed the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.

- D. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

Approved as to form this _____ day
of _____, 2020.

Nick Cerwin, Assistant City Attorney

CITY OF WEST ALLIS

Two Par, LLC

By: _____
John F. Stibal, Director
Director of Development

By: _____
Daniel Weitzer
Owner & Managing Member

Date: _____

Date: _____

Countersigned:

By: _____
Kris Moen
Deputy Finance

Date: _____

Attached
Exhibit A
“Contractor Quotes”

ATC Painting & Contracting Services
2887 N 27th St
(414) 888-8878

Proposal

PROPOSAL NO.	DATE 8-2-20
BID NO.	ARCHITECT Andre' Cross
WORK TO BE PERFORMED AT: Same address	
ADDRESS	
CITY, STATE	
DATE OF PLANS	

TO
Weitzer Sales

ADDRESS
8924 W. Greenfield

CITY, STATE
Milwaukee, WI.

PHONE NO.

We hereby propose to furnish the materials and perform the labor necessary for the completion of Exterior Prepping and Painting

Area below for additional description and/or drawings:

Pressure wash exterior of building to remove all loose paint.
Clean and caulk metal.
Prep top cap, face sheet metal, windows, soffit, top and side returns.
Paint exterior trim, Garage header trim window trim, etc

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of four thousand and five hundred Dollars (\$ 4,500.00) with payments to be made as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Andre' Cross
Per _____

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____
Signature _____



Painting by Christopher, LLC
 3674 S. Pine Ave.
 Milwaukee, WI 53207 US
 +1 262-989-3783
 paint1fink@gmail.com
 www.paintingbychristopher.com

Estimate

ADDRESS

DAN WEITZER
 414-517-5450
 8922 W. GREENFIELD AVE.
 WEST ALLIS, WI 53214 USA

ESTIMATE # 1580

DATE 08/24/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PRESSURE WASHING	Pressure washing of all exterior areas of building to remove loose & failing paint, and/or mold & mildew.	1,315	0.37	486.55
	PREP WORK	TOP CAP, FACE SHEET METAL, SOFFIT, WINDOW TOP & SIDES RETURNS: PREP WORK: Caulk & clean metal. PRIME... Using 1X COAT S/W PRIMER R/X PEEL BONDING PRIMER Prep work is done to ensure a reliable canvas for new paint.	1,093	0.55	601.15
	EXTERIOR PAINTING	TOP CAP, FACE SHEET METAL, SOFFIT, WINDOW TOP & SIDES RETURNS: EXTERIOR PAINTING: of top cap, face sheet metal, soffit, window top & sides returns using 2x coats S/W job specific paint, painted to customers chosen color or to match existing.	1,093	0.95	1,038.35
	PREP WORK	ENTRANCE (X2) TRIM, GARAGE HEADER & TRIM, UPPER WINDOW TRIM, VENT, & NUMBER PLATE: PREP WORK: Sand & scrape all loose and failing paint on entrance trim, garage header & trim, upper window trim. PRIME... Using 1X COAT S/W PRIMER R/X PEEL BONDING PRIMER Prep work is done to ensure a	277	0.58	160.66

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	EXTERIOR PAINTING	reliable canvas for new paint. ENTRANCE (X2) TRIM, GARAGE HEADER & TRIM, UPPER WINDOW TRIM, VENT, & NUMBER PLATE: EXTERIOR PAINTING: of entrance (x2) trim, garage header & trim, upper window trim, vent, & number plate using 2x coats S/W job specific paint, painted to customers chosen color or to match existing.	277	1.38	382.26
	Rental equipment	Rental of lift/boom lift or ladders for necessary preparation.	1	900.00	900.00
TOTAL					\$3,568.97

Accepted By

Accepted Date

Revive Landscape, Inc.

W202 N11488 Merkel Dr.
Germantown, WI 53022
414-856-8033

Email: revivelandscapeinc@gmail.com
Website: revivelandscapeinc.com

Date: 8/21/2020

Proposal Submitted To:
Dan Weitzer
11212 W. Greenfield Ave.
West Allis, WI 53214

517-5450

Job Address: 8924 W. Greenfield Ave.

Included Specifications:

Install 3 Boxwood Evergreen	\$180.00
Install 2 Gold Spirea	\$60.00
Install 1 White Lilac Tree	\$150.00
Install 2 ton of Miss. Stone and Weed Barrier	\$500.00

(Circle What's Accepted)

We hereby propose to furnish labor and materials complete with the above specifications for the sum listed above. Payment is due 1/3 on start and 1/2 completion of each phase. Any extra charge or deviation from the contract will be executed upon written or verbal orders. Interest will be charged at 18% monthly on any unpaid balances. We charge a \$75.00 fee for any returned checks. As required by the Wisconsin construction lien Law, we the contractor hereby notify you the owner, that persons or companies furnishing labor or materials for construction on owner's land or building has lien rights if not paid. All agreements are contingent upon strikes, accidents, or delays beyond our control. Due to price changes in the market, this proposal is subject to acceptance within 30 days and is void at the option of the undersigned. **MAKE CHECKS PAYABLE TO REVIVE INC.**

.....
Revive Landscape Inc.

Acceptance of Proposal

The above prices, specifications, and conditions are accepted. You are authorized to do work. The payments will be made as outlined above.

Accepted:
Date

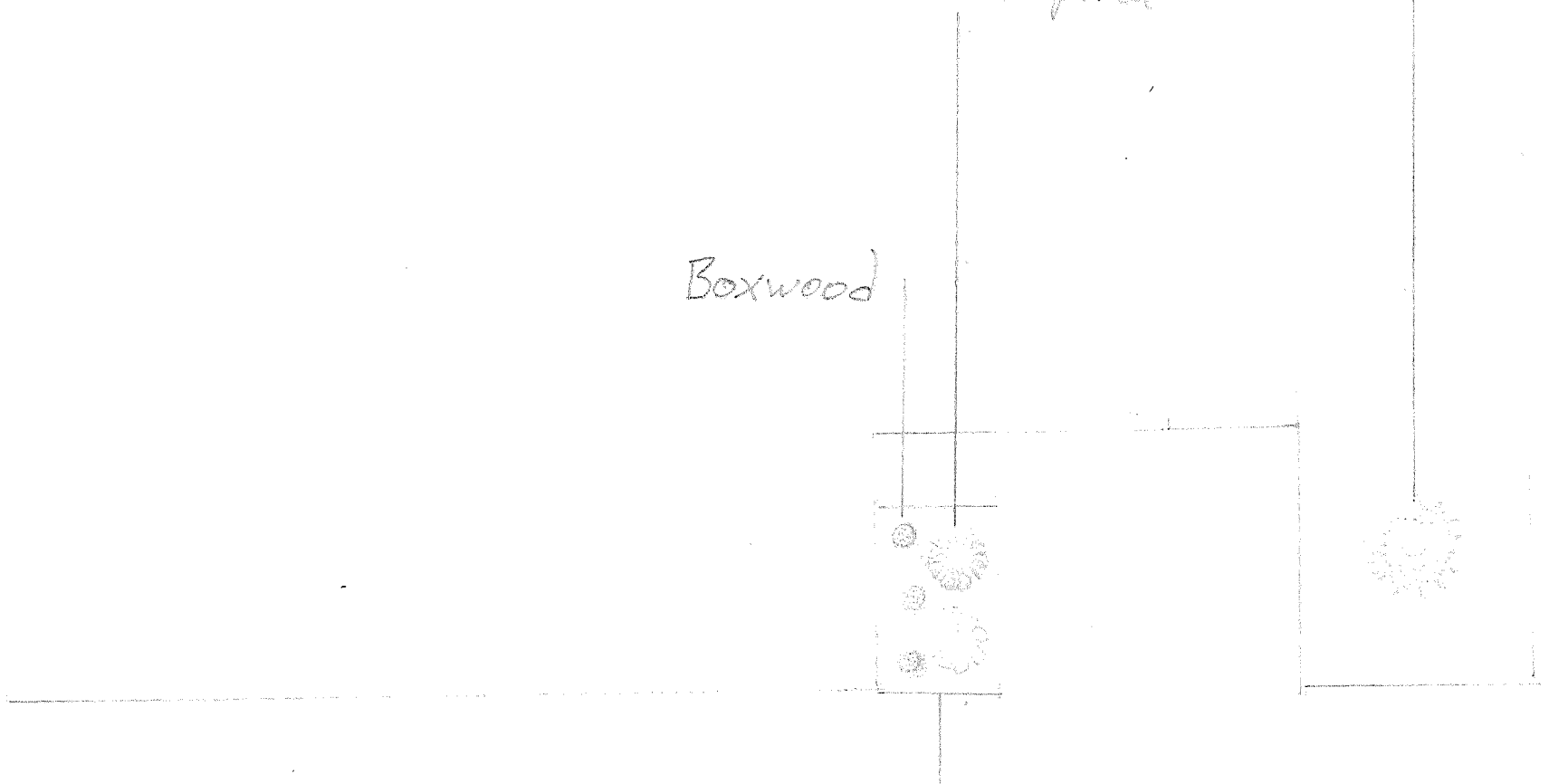
Signature

Gold-Flame Spiraea

Lilac Tree

Boxwood

Missi Stone



**Sunnyslope Landscape
12058 W. Steven Place
Franklin, WI 53132
414-617-2333**

**Dan Weitzer
11212 W. Greenfield Ave.
West Allis, WI 53214**

414-517-5450

Project Address: 8924 W. Greenfield Ave.

	To Be	
Installed 3 Boxwood		\$250.00
Installed 2 Gold Spirea		\$85.00
Installed 1 White Lilac Tree		\$250.00
Installed 2 ton of Landscape Stone and Weed Barrier		\$750.00

Acceptance of Proposal

The above prices, specifications, and conditions are accepted. You are authorized to do work. The payments will be made as outlined above.

Date Accepted: Signature



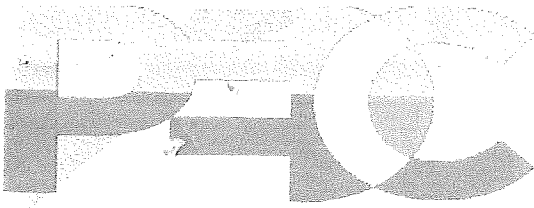
GSI General Inc

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

2020-08-27-2314-1

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Electrical (Bid Item)	1.00 EA	0.00	2,100.00	0.00	420.00	2,520.00
Bid includes: Replacement of 7 recessed lighting on timer with Trim and 1 motion detector in the East commercial entrance						
Totals: Exterior				0.00	420.00	2,520.00
Line Item Totals: 2020-08-27-2314-1				0.00	420.00	2,520.00



"Let us Remove Your Shorts"

PEC Electrical Services
PO Box 18335
Milwaukee, WI 53218

Residential Bid Proposal

Date: 9/04/2020

Customer /Company: GSI INC

Job Site: 8924 West Greenfield Ave

Permit: City of Greenfield Electrical Permit

Proposal Amount: \$ 1,200.00

Proposal:

Exterior Front

- ✓ Install 7 recess can fixtures w/ wire trim provide by other
- ✓ Install 1 timer for recess can fixture w/ wire
- ✓ Install 1 motion sensor w/ wire for entry door light fixture

0.414.461.9351

F.844.855.8071

Email :info@pecesllc.com

PEC Electrical Services
PO Box 18335
Milwaukee, WI 53218

We will supply and install all materials, labor and equipment, specifications and addenda inclusive for total amount of \$1200.00 (A certificate of insurance will be issued upon request. If customer requests to be named as additional insured, there will be a \$100.00 charge for each additional insured, in addition to the amount on this proposal.)

General Conditions

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractor's permission.
7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.

PEC Electrical Services
PO Box 18335
Milwaukee, WI 53218

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment to be made as follows: 50% down payment of _____, then 100% upon final completion.

Accounts over 30 days will be charged 1.5 % per month interest (18% per annum).

Start/Completion date: Approximate commencement date: _____. Approximate completion date: _____. However, change orders, weather conditions, or unforeseeable circumstances may delay or otherwise affect the completion date.

Access: Customer must provide full and complete access to work site from 7AM to 7PM.

Trenching: Proposal amounts shown for trenching are "summer rates", additional charges will apply when ground is frozen.

PEC Electrical Services, LLC will contact Digger's Hotline for location of public utilities. PEC Electrical Services, LLC is not responsible for damage to unmarked private utilities or utilities not located by Diggers Hotline.

Insurance: PEC Electrical Services, LLC shall purchase and maintain Workers Compensation and Liability coverage as covered by law. Customer will purchase and maintain all other insurance it deems necessary or advisable, including property insurance. A certificate of insurance will be issued upon request. If customer requests to be named as additional insured, there will be a \$100.00 charge for each additional insured, in addition to the amount on this proposal.

Permits: Except for permits and fees which are the responsibility of PEC Electrical Services, LLC pursuant to this contract, the Customer shall secure and pay for all necessary permits, approvals, easements, assessments, and changes required for the construction, use, or occupancy of structures or changes in existing facilities.

PEC Electrical Services
PO Box 18335
Milwaukee, WI 53218

Litigation, etc.: In the event of any arbitration or litigation relating to the project or this contract, PEC Electrical Services, LLC shall be entitled to reasonable attorney fees, costs, and expenses. If PEC Electrical Services, LLC is required to pursue legal remedies to collect payments owed it under this contract, PEC Electrical Services, LLC shall be entitled to receive its collection costs and expenses, including but not limited to reasonable attorney fees.

Notice to Consumers - Customer's Right to Cancel: You may cancel this agreement to PEC Electrical Services, LLC, 1927 N. Vel R. Phillips Ave; Milwaukee, WI 53212 before midnight of the 3rd business day after you signed this agreement. If you wish you may use this page as that notice by writing: "I hereby cancel" and adding your name and address.

Additional Terms: PEC Electrical Services, LLC makes no warranties, express or implied, other than the warranty provided in this contract. All agreements for additional work beyond the scope of this proposal will become a extra charge above.

******Proposal can only be accepted within 15 days of date of proposal******

Respectfully,

Customer:

X _____

X _____

As required by the Wisconsin Construction Lien Law, contractor hereby notifies customers that persons or companies furnishing labor or material about the work described in this proposal may have lien rights on customer's land and building if not paid. Those entitled to lien rights in addition to the undersigned contractor, are those who contract directly with the customer or those who give the customer notice within 60 days after they first furnish labor or materials with regard to the work described in this proposal.

Accordingly, customer may receive notices from those who furnish labor or materials for the work and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the customer and the customer's lender, if any, to see that all potential lien claimants are duly paid.



GSI General Inc

2426 N 1st
 Milwaukee WI. 53212
 414-264-4548-
 www.gsigeneral.com

2019-11-04-0652

2019-11-04-0652

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Framing & Rough Carpentry (Bid Item)	1.00 EA	0.00	950.09	0.00	950.09
This includes : Labor to remove and replace existing door. New framing and drywall needed to accept new jamb size.					
2. Doors (Bid Item)	1.00 EA	0.00	1,591.83	0.00	1,591.83
This scope Includes Material only for Commercial steel door, 5 3/4" k.d. frame, e.o.a. for masonry, 26-d nrp bb hinges, threshold, rubber sweep, screw on weather-strip, commercial closer and commercial lever handle 3-weeks for the door miscellaneous material needed for framing and drywall.					
3. Prime & paint door slab only - exterior (per side)	2.00 EA	0.00	35.89	1.39	73.17
4. Paint door trim & jamb - 2 coats (per side)	2.00 EA	0.00	23.79	0.44	48.02
5. Framing & Rough Carpentry (Bid Item)	1.00 EA	0.00	1,320.00	0.00	1,320.00
This includes : Labor to remove picture window and replace vinyl window the unit has to be mull together on site.					
6. Window (Bid Item)	1.00 EA	0.00	1,374.08	0.00	1,374.08
2 ea EXACT MAKE SIZE (TIP TO TIP): 33.84 x 51.25 COLOR: WHITE SCREEN: FULL EXTRUDED SCREEN SCREEN: FIBER GLASS SLIM SASH 2ea 1/2" Mull for 800 Series 1 1/2 W X 51 1/4 H					
				<i>WINDOW - FRONT REPAIR</i>	
Total: 2019-11-04-0652				1.83	5,357.19
Line Item Totals: 2019-11-04-0652				1.83	5,357.19

*Note: Due to Severe Damage
 And UNSAFE CONDITIONS, THIS
 WINDOW HAS ALREADY BEEN
 REPLACED AS OF DECEMBER 2019
 DW 9/4/2020*


GSI General Inc

2426 N 1st
 Milwaukee WI. 53212
 414-264-4548-
 www.gsigeneral.com

OFFICE ENTRY DOORS
 RENTAL ENTRY DOOR

2020-08-27-2314

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Exterior door - metal/wood - insulated - flush or panel style This scope is for entrance door	1.00 EA	20.79	291.16	12.13	64.82	388.90
2. R&R Storefront door - bronze anod. frame, 3'x7' - Double pane	1.00 EA	36.39	2,353.98	120.31	502.14	3,012.82
3. Door lockset - exterior Exterior lock set for entry door	1.00 EA	0.00	74.22	3.07	15.46	92.75
4. Door closer - Commercial grade	1.00 EA	0.00	127.65	5.78	26.70	160.13
Totals: Exterior				141.29	609.12	3,654.60

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Door labor minimum	1.00 EA	0.00	76.43	0.00	15.28	91.71
Totals: Labor Minimums Applied				0.00	15.28	91.71
Line Item Totals: 2020-08-27-2314				141.29	624.40	3,746.31



GSI General Inc

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

Client: Witzer Sales
Property: 8924 W Greenfield

Home: (414) 343-6159

Operator: B2CLA

Estimator: Benjamin R. Clark
Business: 2426 N 1st
Milwaukee , WI 53212

Business: (414) 264-4548
E-mail: B2cla@aol.com

Type of Estimate: <NONE>
Date Entered: 8/27/2020

Date Assigned:

Price List: WIMW8X_AUG20
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2020-08-27-2314



GSI General Inc

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

Summary

Line Item Total	2,980.62
Material Sales Tax	141.29
Subtotal	3,121.91
Overhead	312.20
Profit	312.20
Replacement Cost Value	\$3,746.31
Net Claim	\$3,746.31

Benjamin R. Clark



GSI General Inc

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)
Line Items	312.20	312.20	141.29	0.00	0.00	0.00	0.00
Total	312.20	312.20	141.29	0.00	0.00	0.00	0.00

The Glass Company

www.glasscompanywi.com

7384 N. 60th Street.
Milwaukee, WI 53223
Phone: 414.349.3309
Fax: 414-435-3152

To: Weitzer Sales

8924 W. Greenfield Ave
Milwaukee, WI 53105
PHONE: 262-539-3100
FAX: 262-539-3101

PROPOSAL

Project: Commercial Project

Work Order:

Document Dated:

Proposal Dated: 09-4-2020

Proposal Sheet: 1

ATTN: OWNER

The Glass Company propose to provide and install commercial door and frame into existing opening in the storefront of listed location (8924 W. Greenfield)

Also, to be proposed is the installation of a commercial frame with a custom wooden door.

The proposed cost of above listed work is \$3,575.00

Upon acceptance one half (\$1,787.50) is due as a deposit and the remaining balance is due within 15 days of completion.

This price is valid for thirty (30) days.

Qualifications And Clarifications To This Proposal/Quotation

- This proposal supersedes any previously written or verbal proposal/quotation for this subject.
- Quoted dollar amounts are valid for 30 days from date of this proposal unless extended at our written option.
- An additional fee of \$75 will be added to the above total quoted dollar amount if a waiver of subrogation is required for the Workers Compensation Insurance and the above total proposal/quotation including alternates (if applicable) is under \$5,000 in total value
- Acceptance of a contract and or issuance of a payment, performance and warranty bond is contingent upon review and approval of the final contract agreement, final project documents and bond forms by The Glass Company and our Surety.
- Payment terms are 30 days net from date of invoice. Payment terms may be extended by mutual agreement of subcontract.

Excluded Items to This Proposal/Quotation

- Cleaning or washing of glass, aluminum and other items covered in this proposal/quotation.
- Protection of installed materials, nor replacement/repair of material, aluminum or glass damaged by others.
- Furnishing and /or installation of any wood blocking, sub frame blocking, steel, masonry, etc. required for installation of our material to the building or installation of any electrical, insulation etc., which may be required, except as specifically noted in our proposal/quotation, is not included.
- Special shifts or overtime for material installation, unless specifically included in this proposal/quotation, or agreed to in writing.
- Temporary protection, enclosures or barricades against weather, pilferage or for other reasons, unless specifically included in this proposal

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

The Glass Company

By: Steed Myles

Email:

theglasscompanywi@yahoo.com

Should you accept this proposal, sign and return one copy.



GSI General Inc

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

2020-08-27-2314-2

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Painting (Bid Item)	1.00 EA	0.00	2,500.00	0.00	500.00	3,000.00
Clean exterior of building Prep including Caulking and Prime and Paint entire metal upper Facade.						
Totals: Exterior				0.00	500.00	3,000.00
Line Item Totals: 2020-08-27-2314-2				0.00	500.00	3,000.00

**GSI General Inc**

2426 N 1st
Milwaukee WI. 53212
414-264-4548-
www.gsigeneral.com

Client: Witzer Sales
Property: 8924 W Greenfield

Home: (414) 343-6159

Operator: B2CLA

Estimator: Benjamin R. Clark
Business: 2426 N 1st
Milwaukee , WI 53212

Business: (414) 264-4548
E-mail: B2cla@aol.com

Type of Estimate: <NONE>

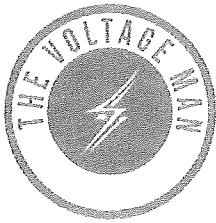
Date Entered: 8/27/2020

Date Assigned:

Price List: WIMW8X_AUG20

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2020-08-27-2314-2



ESTIMATE 160

The Voltage Man Electrical Services
N63 W23333 Main St Unit C101
Sussex, Wisconsin 53089
United States

4146175233
Thevoltagegman@gmail.com

BILL TO

Weitzer Building
Brian Weitzer
8922 w Greenfield Ave
West Allis, Wisconsin
United States

4143136159
Bweitzer@weitzerltd.com

Estimate Number: 06101844

Estimate Date: December 6, 2019

Expires On: December 6, 2019

Grand Total (USD): \$1,150.00

Items	Quantity	Price	Amount
J & J Overhead Doors Furnish & install all labor & material for 9 x 7 overhead insulated garage door with opener. (Power for opener installed by others)	1	\$1,150.00	\$1,150.00
		Total:	\$1,150.00
		Grand Total (USD):	\$1,150.00

Note:

THIS WAS INSTALLED IN DECEMBER 2019
FOR SECURITY REASONS.

DW

9/4/2020

Thank you for your business

Attached
Exhibit B
“Architectural Plans”



Merlot

Locator Number: 276-C7

Attached
Exhibit C
“Budget”

8924 W. Greenfield Avenue Weitzer 2 Par LLC		Façade Improvement Grant									
Item	Firm	Quote 1	Firm	Quote 2	Price/Budget	%	Owner	%	Grant Amount	Total	
1	Permit Fees				\$ -	50%	\$ -	50%	\$ -	\$ -	
2	Masonry				\$ -	50%	\$ -	50%	\$ -	\$ -	
3	Carpentry	GSI			\$ 2,694	50%	\$ 1,347	50%	\$ 1,347	\$ 2,694	
4	Siding				\$ -	50%	\$ -	50%	\$ -	\$ -	
5	Windows				\$ -	50%	\$ -	50%	\$ -	\$ -	
6	Glass Block				\$ -	50%	\$ -	50%	\$ -	\$ -	
7	Refuse Coral				\$ -	50%	\$ -	50%	\$ -	\$ -	
8	Doors	GSI	The Glass Company		\$ 3,775	50%	\$ 1,888	50%	\$ 1,888	\$ 3,775	
9	Demolition (i.e sign removal)	Camo Crew	GSI General	\$ 2,750	\$ 860	50%	\$ 430	50%	\$ 430	\$ 860	
10	Electrical				\$ -	50%	\$ -	50%	\$ -	\$ -	
11	Architectural Accents				\$ -	50%	\$ -	50%	\$ -	\$ -	
12	Tiles				\$ -	50%	\$ -	50%	\$ -	\$ -	
13	Parking Lot *				\$ -	50%	\$ -	50%	\$ -	\$ -	
14	Painting	ATC Painting	Painting by Christopher	\$ 3,569	\$ 3,569	50%	\$ 1,784	50%	\$ 1,784	\$ 3,569	
15	Awning				\$ -	50%	\$ -	50%	\$ -	\$ -	
16	Privacy Fence				\$ -	50%	\$ -	50%	\$ -	\$ -	
17	Rendering				\$ -	50%	\$ -	50%	\$ -	\$ -	
18	Architectural Services				\$ -	50%	\$ -	50%	\$ -	\$ -	
19	Plan Review				\$ -	50%	\$ -	50%	\$ -	\$ -	
20	Signs (wall)				\$ -	50%	\$ -	50%	\$ -	\$ -	
21	Signs (Monument)				\$ -	50%	\$ -	50%	\$ -	\$ -	
22	Landscaping	Revive Landscape	Sunnyslope Landscape	\$ 750	\$ 500	50%	\$ 250	50%	\$ 250	\$ 500	
23	Misc	Voltage Man			\$ 1,150	50%	\$ 575	50%	\$ 575	\$ 1,150	
24	Lighting	GSI	PEC	\$ 1,200	\$ 1,200	50%	\$ 600	50%	\$ 600	\$ 1,200	
25	TOTAL GRANT				\$ 13,748		\$ 6,874		\$ 6,874	\$ 13,748	
26											
27								Grant Max.	\$30,000	\$ 13,748	
28	Total Project Cost				\$ 13,748				\$ (23,126)		
29	Owner				\$ 6,874	50%					
30	City				\$ 6,874	50%					
31	Total				\$ 13,748	100%					
32											
33	Additional Investment by Owner				Amount						
34	Acquisition				\$ 190,000						
35	Buildout				\$ 168,000						
36	Electrical		in buildout								
37	Plumbing		in buildout								
38	Signs										
39	Landscaping				\$ 14,000						
40	Other		Roof/Building Garage		\$ 24,000						
41	Total				\$ 396,000						
42											
43	Total Investment				Amount						
44	Private		Property Owner		\$ 396,000	100%					
45	Private		Business			0%					
46	Public					0%					
47	Public		Facade		\$ -	0%					
48	Total				\$ 396,000	100%					



Rebecca Grill
City Administrator/Clerk
rgrill@westalliswi.gov
414.302.8294

October 29, 2020

The Honorable Mayor Dan Devine
and Common Council Members
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Mayor Devine and Common Council Members:

I am pleased to recommend the appointment of Mr. Jason Kaczmarek for the position of Finance Director/Comptroller. Jason has extensive experience in municipal finance both as a Finance Director for the Village of Menomonee Falls, and as an auditor for municipalities. He also served as Quality and Service Manager at a private company where he was responsible for the implementation of the ISO9000 quality system.

He is a Certified Public Accountant and received his Bachelor of Business Administration from the University of Wisconsin – Milwaukee. Further, he possesses the technical skills and motivation to drive and implement process improvements in a critical department for the City of West Allis.

I respectfully request your approval of Mr. Jason Kaczmarek for this leadership position in the City of West Allis. Please let me know if you have any questions or need further information or clarification.

Thank you for your consideration.

Respectfully,

Rebecca Grill
City Administrator/Clerk

**CITY OF WEST ALLIS
RESOLUTION R-2020-0660**

**RESOLUTION RELATIVE TO APPROVAL OF THE EMPLOYMENT CONTRACT
FOR THE POSITION OF FINANCE DIRECTOR/COMPTROLLER WITH JASON
KACZMAREK**

WHEREAS, the City Administrator has recommended, and the Administration and Finance Committee has approved the appointment of Mr. Jason Kaczmarek to the position of Finance Director/Comptroller; and

WHEREAS, Mr. Kaczmarek has indicated his willingness to accept said position.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Employment Contract for the position of Finance Director/Comptroller of the City of West Allis, relative to the employment of Mr. Jason Kaczmarek as Finance Director/Comptroller, which is attached hereto, be and the same hereby is approved and the proper City officers are authorized and directed to execute the Employment Contract on behalf of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2020-0660” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0660(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



2017 - 2021 STRATEGIC PLAN UPDATE | 2020



2017 – 2021 CITY OF WEST ALLIS STRATEGIC PLAN

In 2015, the City of West Allis began a multi-stage process to identify the strengths, opportunities, long-term aspirations, and measurable results that would position West Allis for a prosperous and positive future.

A steering committee made up of City officials, City employees, community stakeholders, and residents worked with members of the Milwaukee County UW-Extension Program to undertake the process of creating a Five Year Strategic Plan that would:

- Establish a road map for the City's future and measure the progress made.
- Be used on a daily basis to ensure resources are being allocated to the appropriate programs and services.
- Be used on an annual basis to establish City budgeting priorities and develop and implement programs to effectuate progress toward future goals.
- Provide greater accountability.
- Create shared visions and innovations City wide.

Under each goal within the Strategic Plan document are specific strategic actions. These measurable, actionable items are assigned to City officials or City departments to execute within the five year time frame to move the City closer to achieving the five overarching goals.



Goal #1 – Image/Brand/Destination

The City of West Allis will become the “preferred municipality in the Milwaukee Metropolitan area, the state, and the country” for visitors, residents and businesses through focused rebranding, marketing and promotion actions.

Strategic Actions

1. Formalize a clear image through marketing and brand development process
2. Align City marketing activities with businesses and stakeholders activities; invest in collaborative partnerships with businesses and community organizations
3. Collaborate with key community groups to center citizen and stakeholder engagement on community/neighborhood heritage, history and sense of community experiences/goals
4. Coordinate communication of housing development and improvement goals, priorities and opportunities across citizen demographic groups and markets
5. Create a Farmers Market marketing plan that expands the market’s role as a city-wide and regional destination
6. Develop a city-wide residential and commercial corridor, common community streetscape, and signage program which markets neighborhood, community, and corridor culture, and welcomes visitors, residents, and stakeholders
7. Increase entertainment and specialty retail opportunities city-wide to deepen block-level commitment to commercial corridor connections as destinations
8. Leverage Library success as City, County destination and local community center; Link library ad campaign to City branding and marketing plan
9. Promote city-wide businesses across sectors by creating a city-wide marketing plan that connects them to the City’s renowned walking and biking paths and trails
10. Expand opportunities for Seniors through external collaborations
11. Elevate image through planning and architecture

What it means for citizens

At the time of the Strategic Plan’s creation, West Allis was combating negative perceptions in the media about the community that were based on outdated misconceptions and belied the facts: crime was down, redevelopment was up, and the City was investing in amenities to attract businesses and residents. The challenge was telling West Allis’ very positive story to the community, the region, and beyond.

Goal #1 identified the City’s many strengths – our Farmers Market, library, biking and walking trails, sense of history, and strategic partnerships – and provided direction for how to leverage those strengths to reshape the public narrative surrounding the community. Branding and marketing efforts could then focus on promoting the community and continuing to attract businesses and new residents, while encouraging current residents to rally behind their own community.

Goal #2 – Quality of Life

The City of West Allis will promote the quality of life for residents by ensuring a safe and healthy community. (Public Safety, Health, Private and Public Infrastructure, Aesthetics, Sense of Community)

Strategic Actions

1. Create and implement a city-wide commercial and residential code compliance program that includes city-wide beautification improvements, site, landscaping and infrastructure improvements
2. Support/leverage Health Department's partnerships and Community Health Improvement Plan 2016-2020 across additional City departments, agencies and key groups to focus on health lifestyles, substance abuse and addiction, and mental health issues.
3. Identify most impactful crime prevention strategies and expand/improve them; communicate strategies' success with citizens (i.e. reduce highest call volume)
4. Expand existing efforts to achieve city-wide Complete Streets program that provides safe and healthy transportation choices for multiple users of all ages, including driving, biking, walking or taking transit.
5. Improve city-wide parks, open space and art: utilization, maintenance and security
6. Improve key service supports for the City's vulnerable populations (underemployed, homeless, impoverished)
7. Develop and implement city-wide best strategies that improve city-wide safety and security
8. Continue to ensure safety, security and continuity of technological services (fiber networks, community networks and phone/communications systems)
9. Expand City and community-wide crisis/emergency/critical incident response training

What it means for citizens

The City of West Allis is committed to providing a safe, healthy, attractive environment for citizens to live, work, and play. West Allis encompasses over a dozen neighborhood parks, two county parks, and two state walking/biking trails within its 11-mile square borders. City leadership and partners are passionate about maintaining these green spaces and investing over \$2 million annually in outdoor recreational opportunities for residents. The City has also invested in improving public safety and additional community outreach efforts by West Allis Police Department.

West Allis Health Department is a key leader in in the Strategic Actions to support Quality of Life for West Allis residents. Its Healthy Lifestyles Coalition, Mental Health & Substance Abuse Taskforce, and Violence-Free West Allis Cooperative are at the forefront of addressing serious health issues impacting the community.

Goal #3 – Citizen Engagement

The City of West Allis will increase citizen engagement to facilitate a sense of community, belonging, and ownership for citizens.

Strategic Actions

1. Create “City 101 Academy” to deepen citizen and stakeholder knowledge regarding city services and budget/plans/priorities, and strategic goals and outcomes/progresses of city-wide plan alignment
2. Develop Strategic Communications Plan and Cohesive City Brand for Citizen Communication
3. Optimize strong partnerships with stakeholders to create new volunteer, employment and training opportunities
4. Grow city-wide citizen-centered programs and services by cultivating strategic partnerships with local, regional and national businesses and organizations
5. Expand access to City information through citizen focused city-wide communications and social media activities
6. Create Virtual City Hall where citizens can access city-wide e-services, City publications, public reports, plans and meeting information, observe steps of City legislative/review processes (Legistar® software expansion and consistency) and make online payments
7. Query and track citizens opinions and experiences regarding City services through Citizen Satisfaction Surveys; review and improve processes based on responses
8. Create Neighborhood Association Council to strengthen neighborhoods and neighborhood associations, provide information regarding needed commercial and residential code compliance and other factors negatively impacting neighborhoods

What it means for citizens

Citizens who take pride and ownership in their communities are key to that community’s success and strength. Through the Strategic Plan, the City outlined its efforts to keep residents informed about city activities and services and motivate them to become engaged and active participants in their community.

Communication and education are key drivers of Citizen Engagement. In 2017 the City developed a new Communications Department to steer and craft consistent, strategic outgoing messaging through the media, websites, social media, and print communications the City shares. This new department has led collaboration with other City departments to ensure City communications are easy to understand and include clear calls to action. The City has also placed emphasis on developing electronic tools to make it easier for residents to stay connected to and participate in their local government.

Goal #4 – Economic Vitality & Sustainability

The City of West Allis will protect the organization's fiscal well-being through long term planning and fiscal analysis. Further, proactive and well planned development and redevelopment opportunities will be promoted and maintained.

Strategic Actions

1. Update City's long-term financial plans and debt policy; promote data-driven decision-making processes; reduce reliance on alternative funding sources for essential services
2. Engage city-wide departmental priority based budgeting, including shared City services review/implementation and related organizational operation innovations to determine how the City can provide the same level of service differently to maintain or reduce costs
3. Develop city-wide human resource succession plans and documentation of processes and procedures to provide efficient and effective continuity of City services during times of transition and vacancies
4. Actively engage citizens and community stakeholders to identify the areas/facilities/assets to market the City of West Allis as a leading place to start a business or relocate a business or public organization; develop and implement plan based on results
5. Continue to develop city-wide technology opportunities and utilization of software to ensure efficient and effective use of government resources
6. Promote economic vitality and business growth within the City's business community through the promotion of entrepreneurialism and financial programs to help open a business, expand business retention and expansion efforts to strengthen current employment base, and having a progressive business environment that attracts quality businesses and further diversifies the City into new commercial, retail, and industrial markets
7. Develop a sustainable Capital Improvement Plan which includes equipment and facilities replacement cycles, and maintenance and repair plans

What it means for citizens

Municipalities are increasingly challenged by ever-more restricted budgets. As a landlocked, heavily developed City, West Allis faces unique challenges to redevelop and leverage its commercial spaces to attract and retain businesses that create job opportunities and contribute back to the strength of the community. In addition, West Allis is facing the same struggle as many other cities, to maintain aging infrastructure and facilities while cost-effectively supporting a high level of service for residents.

Economic Vitality and Sustainability solidifies the City of West Allis' commitment to fiscal responsibility and data-driven budgeting. Through our collaborative budgeting process and by expanding strategic development and redevelopment initiatives, the City is positioning itself to remain economically viable for years to come.

Goal #5 – Excellence in Government

The City of West Allis will continually review the best methods for effective and efficient service delivery by utilizing continuous improvement and LEAN operation techniques. Innovation and service excellence is expected and employees will be held accountable and rewarded for such.

Strategic Actions

1. Create a culture of innovation and continuous improvement among City departments by establishing city-wide employee performance standards, core values and competencies for employees; including LEAN training and technological competencies
2. Increase city-wide department and agency employee knowledge of organizational operations, processes, goals and plans where employees demonstrate active and successful implementation of policies and programs adopted by the Mayor and Common Council.
3. Create a streamlined citizen and business service environment city-wide, eliminating the need for citizens and stakeholders to go to multiple departments for City permitting, licenses, or other requirements and services
4. Align common/connected strategic goals, outcomes and results across all City mandated, department and agency plans (City strategic plan, Department Plans, Comprehensive Plan, Parks Plan, Facilities Plan, Capital Improvement Plan, commercial corridor plans)
5. Develop and Implement ongoing Operational Analysis/Audit/Alternative Service Delivery Options/Organizational Structure Analysis; Review each process and related ordinance/procedure/practice to ensure they comport with actual activities and current best practices; eliminate or provide discretion to allow for continuous improvement activities
6. Revise and streamline hiring, retention, performance recognition and rewards programs/processes to focus on abilities and adherence to core values and competencies (pay for performance)

What it means for citizens

The City of West Allis is a municipal organization comprised of over 600 employees working within 24 unique departments at more than 10 municipal facilities. At the time the Strategic Plan was adopted, 50% of the City's employees were expected to retire within the subsequent five years. Public sector agencies everywhere struggle to attract and retain qualified younger workers. Budget constraints prevent the public sector from offering the salaries and benefits their private sector counterparts enjoy. These challenges put great urgency on the City to develop programs and streamline operations to improve efficiency. The City is constantly striving to work smarter in order to work harder. LEAN training has instilled employees with a process-improvement mindset, and training and cross-training have allowed employees to leverage their skills in new and innovative ways. In order to provide exceptional service to residents, the City is committed to exceptional operations itself.

OUR VISION STATEMENT

The City of West Allis will provide a living and working environment throughout the community that is focused on providing its citizens and businesses a coordinated, efficient, effective, and responsive level of services. The City of West Allis will make this community the preferred municipality in the Milwaukee metropolitan area, the state, and the country.



OUR MISSION STATEMENT

The City of West Allis is a municipal organization operating under the constitution and statutes of the State of Wisconsin, and the ordinances, policies, and procedures of the City in order to:

- Provide cost effective municipal services consistent with the needs and desires of the citizens of the West Allis community (residences and businesses, as well as other community stakeholders);
- Provide for the health, safety, and welfare of the community;
- Provide a quality living and working environment, and
- Provide a positive, progressive, and creative approach to the budget, management and operations of the City.



OUR CORE VALUES

Service excellence

Exceptional professional service for and by outstanding people; responsive, efficient, dedicated and engaged workforce.

Continuous improvement

Innovations through creative and strategic management; sustained improvement through goal oriented customer focused results.

Open and transparent

Ethical, accessible and accountable government operations.

Renewal

Revitalization through collaborations and partnerships with a focus on image, economic development, and growth.

Equitable

Respectful, responsible, compassionate, and welcoming to all.

OUR CORE COMPETENCIES

Accountable

Is responsive to the community's interests and needs; timely; dependable; consistent; answerable; effective in the use of resources; adheres to established policies and procedures as appropriate; able to justify decisions and actions.

Driven

Is goal oriented, creative in problem solving; exhibits initiative: sets and pursues high standards; motivated to succeed.

Dedicated

Demonstrates service to others; is customer focused; displays cultural competency and professionalism.

Integrity

Is sincere, honest, trustworthy, and ethical; models values and embodies competencies.

Technical

Has and grows knowledge and skill in area of expertise; is competent and proficient in the use of available technology; develops cross functional skills.

United

Encourages and exemplifies teamwork, positive attitude, and emotional intelligence; is an effective communicator, tactful and diplomatic; mentors others; regularly gives and receives feedback.

Progressive

Is strategic, innovative, skilled in change management and agile; challenges the status quo; explores and drives continuous improvement opportunities.



Our guiding principles: what it means for citizens

The City of West Allis' Vision and Mission formed the framework that helped create the five strategic goals of the Strategic Plan. The action items within each goal directly support the City's Vision and Mission by providing actionable, accountable activities for City departments and partner organizations to work to achieve in order to make West Allis "the preferred municipality in the Milwaukee metropolitan area, the state, and the country."

As part of Goal 5, "Excellence in Government," City leadership defined five Core Values and seven Core Competencies all City employees are expected to uphold and demonstrate. The Core Values were not aspirational, but were defined to reflect the reality of the level of service the City of West Allis was already providing residents and cemented its commitment to continue to provide that level of service for years to come.

The Core Competencies established baseline expectations for all City employees, and both the hiring process and employee lifecycle process have been redefined to evaluate each individual employee's demonstration of the Core Values and Core Competencies in their daily work. This provided much-needed clarity for what is expected of City employees to ensure a consistently high level of service across the organization.

Strategic Plan Implementation Highlights: 2017 - 2019



Goal #1 – Brand/Image/Destination

- Issued RFP to contract with professional marketing firm to develop new brand and strategic marketing plan
- Creation of West Allis Tourism Commission
- Launch of new food truck event at West Allis Farmers Market

Goal #2 – Quality of Life

- Creation of West Allis-West Milwaukee Mental Health & Substance Abuse Task Force
- Creation of Violence Free West Allis Coalition
- Civilianization of West Allis Police Department dispatch center to minimize sworn members working in non-patrol duties
- Reduction in reported crime year over year
- Introduction of Bublr® Bikes bike share program
- Completion of improvements to Reservoir Park, Liberty Heights Park, and Veterans Memorial Park
- Introduced single-stream recycling carts

Goal #3 – Citizen Engagement

- Redesigned City newsletter, “It’s Your City,” from 2 color, text-heavy publication to engaging, full color magazine
- Launched monthly e-newsletter for residents; increased social media usage and service opportunities

Goal #4 – Economic Vitality & Sustainability

- \$10 million FIRE/NMTC allocation to support working capital
- First year of implementing Five Year Capital Improvement Program
- Creation of Employee Benefit Committee, which includes citizen members to provide oversight

Goal #5 – Excellence in Government

- Reaccreditation secured by West Allis Health Department, West Allis Fire Department, and West Allis Police Department
- West Allis Building Inspection and Neighborhood Services (BINS) Department received high praise following an audit by the Wisconsin Department of Safety and Professional Services (DSPS).
- First Q12 Employee Engagement Survey Conducted to evaluate City employee engagement levels and strategize improvements to ensure retention
- Required FEMA training for all employees

IMPLEMENTATION SPOTLIGHT

In 2017, the City of West Allis switched from a complicated system of residential recycling to an easy-to-understand, single-stream cart. The new carts were introduced to residents through a comprehensive, bilingual communications campaign that leveraged social media, direct mail, the City newsletter, and print collateral. Within July – September of 2017 vs. 2016, recycling tonnage collected increased by 45% thanks to the ease-of-use of the carts.



Goal #1 – Brand/Image/Destination

- Developed and launched new City brand and strategic, three-year marketing campaign to promote West Allis
- Enhanced content and reach of West Allis Farmers Market website; hosted new events at Market including Makers Market and Curds & Kegs
- Phase 1 of National Ave. Corridor Plan reconstruction of National Ave. begun

Goal #2 – Quality of Life

- Launched West Allis Dog Park Project fundraising and volunteer working groups
- Overall decrease in crime rate of 20% over 2017

Goal #3 – Citizen Engagement

- Amplified efforts to establish Neighborhood Associations city wide
- First Homeowner Resource Fair attended by over 100 residents
- City received 14.4 million impressions across City social media networks
- Fifth annual Mayor’s Challenge – over 300 residents participated in summer fitness challenge
- Klentz and Roosevelt Park equipment upgrades and enhancements complete

Goal #4 – Economic Vitality & Sustainability

- \$10 million FIRE/NMTC allocation to support working capital
- Groundbreakings held for largescale new developments with Ogden Corporation (Element 84, 84th St.) and Mandel Group (The West, Six Points area)
- Began redevelopment efforts of 70th St. Corridor in partnership with Cobalt Partners
- Aurora Medical Clinic - 30,000 ft.² medical office valued at over \$10,000,000 opened at 6609 W. Greenfield Ave.
- Blast Cleaning Technologies acquired 120,000 ft.² manufacturing within the former Allis Chalmers industrial complex bringing 90+ high paying jobs and investing over \$ 5,000,000 equipment, working capital, and renovation of the existing building

Goal #5 – Excellence in Government

- Accreditation secured by West Allis Health Department, West Allis Fire Department, and West Allis Police Department
- LEAN Green and Yellow Belt training offered to mid-level and front line staff
- Increased promotion of/enhanced use of online Let Us Help resident service system
- SCORE Corps Employee Recognition Program introduced
- Pay for Performance employee performance review system implemented
- Space planning survey & facility study completed to assess City facility maintenance needs



IMPLEMENTATION SPOTLIGHT

On October 13, 2018, the City of West Allis launched its new brand. The brand was over nine months in the making and included input from residents, City leaders, business owners, City employees, and school district staff. A three-year strategic marketing campaign also launched that day. The campaign included print, digital, billboard, radio, and targeted ad spending to promote business and residential opportunities in West Allis. The campaign’s theme – That’s Why West Allis – invites business owners and residents to share their West Allis stories in their own words. In the final 3 months of 2018, ads promoting the City received over 1.6 million impressions.

Goal #1 – Brand/Image/Destination

- First full year of marketing campaign implemented
- Phase 1 of National Ave. Corridor Plan construction completed; Phase 2 begun
- Bus shelter at 92nd and National Ave. installed
- West Allis Farmers Market new brand and marketing plan developed to celebrate Market's 100th year

Goal #2 – Quality of Life

- As of June 2019, tactical data suggests a 2019 vs. 2018 decrease in crime of 23%
- City's first bike boxes painted at National Ave. and 76th St. intersection to promote safety of cyclists
- RFP issued for builder of West Allis' first dog park
- Sidewalk Poetry Project beautified neighborhoods by stamping resident-written poetry in sidewalks

Goal #3 – Citizen Engagement

- Launch of new City of West Allis website to function as virtual City Hall. 100% increase in City website visits to www.westalliswi.gov/letushelp, City's online help form
- Second annual Homeowner Resource Fair held (renamed Resident Resource Fair)
- Better Block Foundation program launched in 60th & Burnham area

Goal #4 – Economic Vitality & Sustainability

- \$15 million FIRE/NMTC allocation to support working capital
- Cobalt Partners LLC acquired nine parcels of land at 70th and Greenfield for proposed \$87 million redevelopment
- City of West Allis named KIVA City, expanding financial funding opportunities for small business owners
- Streamlining of payroll and benefit budgets through use of financial software; review and consolidation of Public Works accounts to streamline and simplify budgeting and accounting of PW operations
- Finish Implementation to Total Benefit Package
- Reduction of OPEB Liability from ~\$147 million to \$119 million

Goal #5 – Excellence in Government

- Reaccreditation secured by West Allis Health Department, West Allis Fire Department, and West Allis Police Department
- 100% of property maintenance complaints received by Building Inspection and Neighborhood Services investigated within 24 hours of receipt of complaint
- City rebranding and website win national 3CMA Savvy Awards

**IMPLEMENTATION SPOTLIGHT**

National Avenue has been a keystone in the social and economic history of West Allis. Built before there were cars, National Avenue continues to connect homes, businesses, and institutions across several neighborhoods. In 2016, the City adopted the National Avenue Corridor Strategic Plan to outline the future of this major thoroughfare. The project is broken into three phases, with Phase 2 expected to be complete in 2019. When complete in 2020, the newly-built National Avenue will include additional traffic calming measures, streetscaping, bike lanes, and other amenities designed to ensure National Avenue thrives as a destination corridor.

Goal #1 – Brand/Image/Destination

- Facilitated West Allis Living Streets Mural Program with Artscape Grant Program
- Burnham Pointe redevelopment continued
- City improvements made through various projects involving fencing and fabric installation at the new dog park; installation of art benches at the Library; Orchard Hills Neighborhood Signs, EANA butterfly garden; Rogers Park fencing install; Skate Park improvements; Active Street initiative and boulevard gateway sign installs.

Goal #2 – Quality of Life

- Began work to maintain or replace current, and expand the number of, security cameras Citywide
- Provided general City funding for Crisis Assessment Response Team (CART) Officer
- Continued implementation of National Ave. Corridor Strategic Plan (82nd – 76th Sts)

Goal #3 – Citizen Engagement

- Began improving information available in property files available to citizens through My Government Online software implementation
- Created Citywide Volunteer program
- Conducted comprehensive campaigns to promote 2020 Census and voting information

Goal #4 – Economic Vitality & Sustainability

- Created a Structural Deficit Action Team to make recommendations for service delivery and operational adjustments/reallocations
- Created Customer Service Center to further facilitate collaboration between citizen-facing service delivery departments
- Completed Highway 100 Corridor Study

Goal #5 – Excellence in Government

- Completed Citywide revaluation of all commercial properties.
- Selected My Government Online software to further Virtual City Hall initiative
- Provided mobile technology for staff to increase efficiencies and facilitate remote and field work
- Executed drive thru in person absentee voting to protect the health of voters, ease of use and speed of helping voters
- Established a new culture in the Assessor's Office based on fair and equitable distribution of the tax burden, transparent communication with property owners, Established transparency, accountability, and standardization of the property value appeal process.



IMPLEMENTATION SPOTLIGHT

West Allis Living Streets brought four new murals to West Allis in 2020. Led by the Artscape Committee in partnership with Milwaukee-based Wallpapered City, four artists were selected to paint new artwork on four formerly blank walls. One artist, Dan Herro, is a West Allis resident. These murals join other previously installed City murals to create a cohesive Artscape for residents and guests to enjoy. The murals will be promoted by the City as a destination attraction visitors may experience as part of other tourism initiatives being furthered as part of Strategic Goal #1 – Brand/Image/Destination. More information can be found at www.westalliswi.gov/wals

www.westalliswi.gov





5TH DIST. SCHOOL

1400

OLD HENRY CREEK
SCHOOL SITE
This site was the location of the
first school building in the
community of Henry Creek.
The building was destroyed
by fire in 1910. The site
is now a historical landmark
and is being restored to its
original appearance.
Date of Birth: 1888 Date of Death: 1910

Historical Society
Museum
1400
1115 1/2 1st St. SW
PO Box 1000
Henry Creek, MN 55120

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Sherillia Jefferson - Notice of Injury
4-27-2020

Date: 5/7/2020

In-person

Process Server

Claimant

Other Margaret Jutz

By mail

By email

By fax

Received by: Glamaneke

- Hand deliver to: Ann Marie or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes No



NATASHA MISRA LAW LLC

759 NORTH MILWAUKEE STREET, SUITE 208, MILWAUKEE, WI 53202 | P: 414-210-3834 | F: 414-210-3517
INFO@NATASHAMISRALAW.COM | NATASHAMISRA.COM

May 7, 2020

VIA CERTIFIED MAIL & FAX: 1-414-302-8207, p. 1 of 9

City Clerk's Office – City of West Allis
7525 W. Greenfield Avenue
Room 108 to 110
West Allis, WI 53214

Re:	Our Client:	Sherillia Jefferson
	Your Insured:	Owner of Vehicle: City of West Allis
		Driver of Vehicle: Patrick L. Samz
	Your Claim No.:	Unknown
	Type of Accident:	Automobile
	Date of Loss:	04/27/2020

Dear City Clerk:

Please be advised that Natasha Misra Law, LLC has been retained by the above named client to represent a claim for property damage and injuries sustained on the above date when our client was involved in an automobile incident with your insured. Attached is a courtesy copy of the accident report relating to this matter. Please be further notified of our attorney's lien in reference to this case pursuant to the statutes of the State of Wisconsin.

We are hereby revoking any authorizations signed by our client and are requesting copies of any written or recorded statements our client may have given.

As a result of this accident, our client sustained property damage to her vehicle along with personal injuries which necessitated medical care and attention. Upon receipt of your acknowledgement of this letter, we will forward the appropriate medicals and specials after they have all been received by our office.

Thank you in advance for your anticipated cooperation.

Sincerely,

Natasha R. Misra
Attorney at Law

cc: City Attorney's Office – City of West Allis: *Via Fax Only: 414-302-8444*

NRM/fr

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20-014393

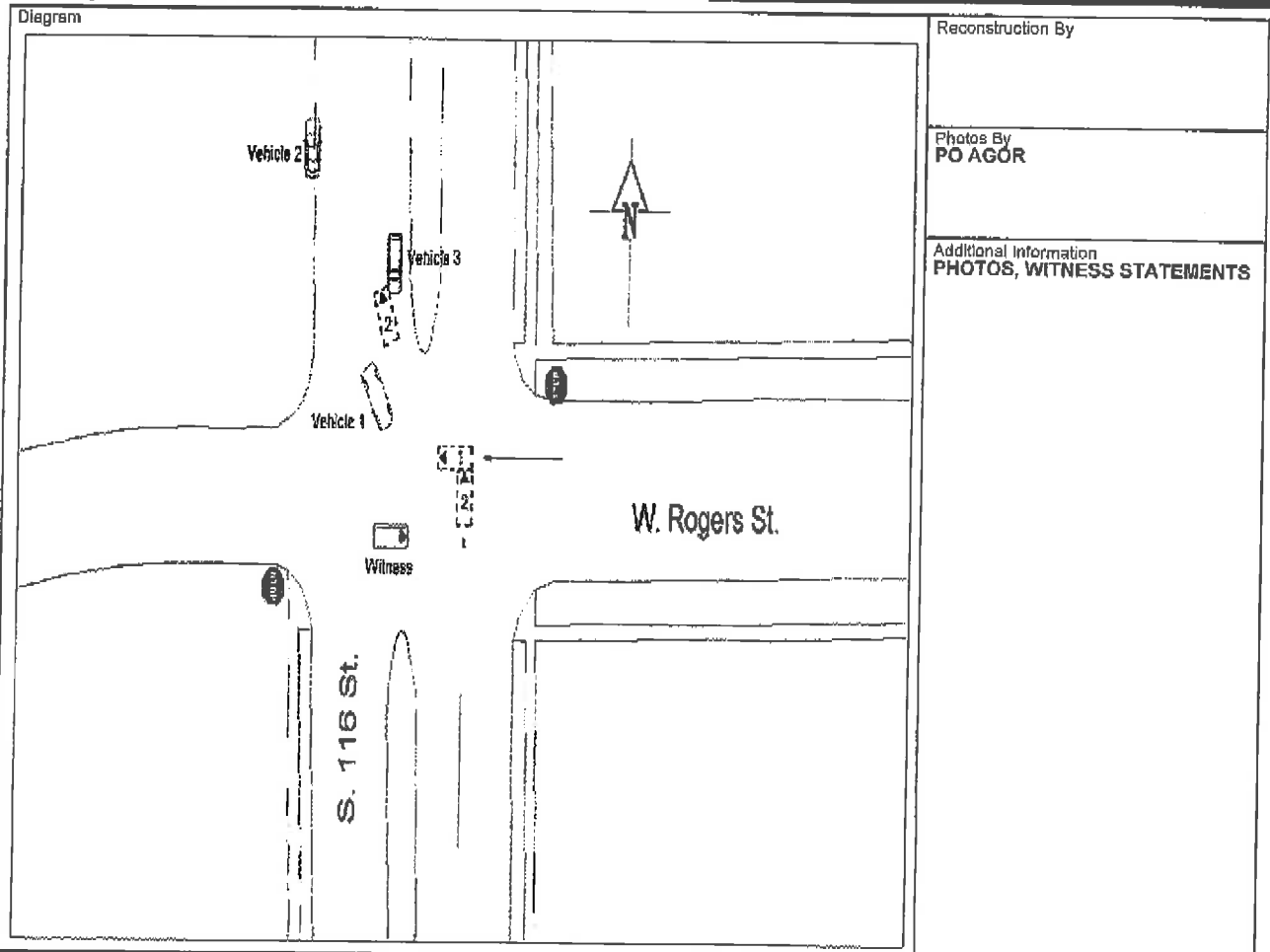
WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

1SL0549MX4

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy INVESTIGATOR C. SOHRE	
Crash Date 04/27/2020		Crash Time 09:25 AM	Date Arrived 04/27/2020	Time Arrived 09:28 AM	
Date Notified 04/27/2020		Time Notified 09:27 AM	Total Units 03	Total Injured 03	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input checked="" type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description



Reconstruction By

Photos By
PO AGOR

Additional Information
PHOTOS, WITNESS STATEMENTS

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

VEHICLE #1 W/B ON W. ROGERS ST. FROM STOP SIGN AT S. 116TH ST., FAILS TO YIELD THE RIGHT OF WAY TO VEHICLE #2 N/B ON S. 116TH ST. VEHICLE #2 STRIKES VEHICLE #1. VEHICLE #1 ROLLS ONTO ROOF, AS VEHICLE #2 CONTINUES IN A NW DIRECTION, ENTERING THE S/B LANES OF S. 116TH ST., STRIKING VEHICLE #3 S/B ON S. 116TH ST. VEHICLE #2 CONTINUES NW JUMPING THE CURB. WITNESS CONFIRMS NARRATIVE.

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20-014393

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

Location

INTERSECTION ON S 116TH ST AT W ROGERS ST IN THE CITY OF WEST ALLIS IN MILWAUKEE COUNTY	Latitude 43.008370189	Longitude -88.056881755
	X Coordinate 413866.65626	Y Coordinate 4762286
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 01 - ANGLE		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION	Intersection Type FOUR-WAY INTERSECTION	
Closure Type CLOSURE-ONE DIRECTION		Reasons for Closure LAW ENFORCEMENT, TOW TRUCK, FIRE/EMS	
Date Initial Lane/Rd Closed 04/27/2020	Time Initial Lane/Rd Closed 09:28 AM	Date Scene Cleared 04/27/2020	
Date All Lanes Open 04/27/2020	Time All Lanes Open 10:15 AM		

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
	Vehicle Type (SPORT) UTILITY VEHICLE	Operating As Endorsements				
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					
	Vehicle					
	License Plate Number ACR1675	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES		
Vehicle Identification Number 1FM5K8D82JGB47259	Make FORD	Year 2018	Model EXR			

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20-014393

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT VEHICLE	Color	GRY - GRAY	Body Style	UT - SPORT UTILITY VEHICLE	Bus Use
	Initial Contact Point	08 - LEFT SIDE REAR	Vehicle Damage		
	Extent Of Damage	DISABLING DAMAGE	15 - ALL AREAS		
	Towed Due To Damage	TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By N & S TOWING		
	What Driver Was Doing	GOING STRAIGHT	Vehicle Factors		
	Driver Prior Action Other		NOT APPLICABLE		
UNIT VEHICLE	Driver Actions FAILED TO YIELD RIGHT-OF-WAY				
	Owner Name CITY OF WEST ALLIS (414) 302-8200		Owner Address 7526 W GREENFIELD AVE WEST ALLIS, WI 53214 , US		
UNIT VEHICLE	Sequence Of Events				
	Event	MOTOR VEH IN TRANSPORT			
	Event				
	Event				
UNIT VEHICLE	Policy Holder				
	Insurance Company	SELF-INSURED	Organization/Company CITY OF WEST ALLIS		
UNIT INDIVIDUAL	Individual				
	Driver	PATRICK L SAMZ		Citations Issued	0
				Sex	MALE
				Date of Birth	11/11/1979
			Race	WHITE	
	Address	2448 S 79TH ST WEST ALLIS, WI 53219 , US		Driver License Number	S5206727941100
		STATE: WISCONSIN COUNTRY: UNITED STATES			
UNIT INDIVIDUAL	Safety Equipment		On Duty Crash		
	Row	01 - FRONT ROW	Seat Position	07 - LEFT	
	SHOULDER & LAP BELT			Safety Equipment	
	Helmet Use		Helmet Compliance		
	Eye Protection		Tint Compliance		
UNIT INDIVIDUAL	Injury		Injury Severity		Airbag
	SUSPECTED MINOR INJURY		DEPLOYED-COMBINATION		
	Ejected	NOT EJECTED	Ejection Path	NOT EJECTED/NOT APPLICABLE	
Trapped/Extricated		NOT TRAPPED			
Medical Transport		NOT TRANSPORTED		EMS Agency Identifier	EMS Run #

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20-014393

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT INDIVIDUAL 01 001	Hospital		Date of Death		Time of Death	
	Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
	Distracted By Action NOT DISTRACTED					
	Non Motorist		Striking Unit #		Location	
	Prior Action					
	Action					
	Action Other					To/From School
	Drug & Alcohol		Suspected Alcohol Use NO		Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results	
Drug Type						
Individual Condition APPEARED NORMAL						

Unit Summary

UNIT 02 001	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
	Vehicle Type PASSENGER CAR				Operating As Endorsements		
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0		
	Insurance? NO	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 30	Total Lanes 4		
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO		
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL		
	Truck Bus or HazMat NO						
	Vehicle						
	License Plate Number 544YLG		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES		
Vehicle Identification Number 1C3CCB8EN121826		Make CHRYSLER	Year 2014	Model 200 LX			
Color BGE - BEIGE		Body Style 4D - 4DR		Bus Use			

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20-014393

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT	VEHICLE	Initial Contact Point 12 - FRONT	Vehicle Damage 12 - FRONT
		Extent Of Damage DISABLING DAMAGE	
UNIT	VEHICLE	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By N & S TOWING
		What Driver Was Doing GOING STRAIGHT	Vehicle Factors NOT APPLICABLE
UNIT	VEHICLE	Driver Prior Action Other	
		Driver Actions NO CONTRIBUTING ACTION	
02	02	Owner Name SHERILLA C JEFFERSON (262) 993-8347	Owner Address 6701 W BLUEMOUND RD # 3 MILWAUKEE, WI 53213 , US
		Sequence Of Events	
UNIT	INDIVIDUAL	Event MOTOR VEH IN TRANSPORT	
		Event MOTOR VEH IN TRANSPORT	
		Event CURB	
		Event	
02	002	Driver SHERILLA C JEFFERSON (262) 993-8347	Citations Issued 0
		Date of Birth 01/24/1987	Sex FEMALE
02	002	Address 6701 W BLUEMOUND RD # 3 MILWAUKEE, WI 53213 , US	Driver License Number J1627838752407 STATE: WISCONSIN COUNTRY: UNITED STATES
		On Duty Crash	Safety Equipment SHOULDER & LAP BELT
02	002	Row 01 - FRONT ROW	Seat Position 07 - LEFT
		Helmet Use	Helmet Compliance
02	002	Eye Protection	Tint Compliance
		Injury Severity SUSPECTED MINOR INJURY	Airbag DEPLOYED-FRONT
02	002	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
		Trapped/Extricated NOT TRAPPED	
02	002	Medical Transport NOT TRANSPORTED	EMS Agency Identifier
		EMS Run #	
02	002	Hospital	Date of Death
		Time of Death	
02	002	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	

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20-014393

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT INDIVIDUAL 02 002	Distracted By Action NOT DISTRACTED		
	Non Motorist		Striking Unit #
	Location		
	Prior Action		
	Action		
	Action Other		
	To/From School		
	Drug & Alcohol		Suspected Alcohol Use NO
			Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type
		Alcohol Test Results	
Drug Test Given TEST NOT GIVEN		Drug Test Type	
		Drug Test Results	
Drug Type			
Individual Condition APPEARED NORMAL			

Unit Summary

UNIT 03	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 30	Total Lanes 4	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT VEHICLE 03 03	Vehicle				
	Licensee Plate Number 50662DS		Plate Type DIS - DISABLED	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number ZHKYF18523H507741		Make HONDA	Year 2003	Model PLT
	Color SIL - SILVER (ALUMINUM)		Body Style UT - SPORT UTILITY VEHICLE		Bus Use
	Initial Contact Point 01 - RIGHT FRONT CORNER		Vehicle Damage		
	Extent Of Damage FUNCTIONAL DAMAGE		01 - RIGHT FRONT CORNER		

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20-014393

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
	What Driver Was Doing GOING STRAIGHT		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions NO CONTRIBUTING ACTION			
03	Owner Name ROBERT ALLEN MILLS (414) 892-3969		Owner Address 1717 S 115TH CT # 1 WEST ALLIS, WI 53214 , US	
	Sequence Of Events			
03	01	Event MOTOR VEH IN TRANSPORT		
	02	Event		
	03	Event		
	04	Event		
UNIT	Policy Holder			
	Insurance Company FOUNDERS-INS-CO		Individual ROBERT MILLS	
UNIT INDIVIDUAL	Individual			
	Driver ROBERT ALLEN MILLS (414) 892-3969		Citations Issued 0	Sex MALE
	Date of Birth 08/11/1961		Race WHITE	
	Address 1717 S 115TH CT # 1 WEST ALLIS, WI 53214 , US		Driver License Number M4207618129101 STATE: WISCONSIN COUNTRY: UNITED STATES	
03	Safety Equipment		On Duty Crash	
	Row 01 - FRONT ROW		Seat Position 07 - LEFT	
	Safety Equipment		SHOULDER & LAP BELT	
	Helmet Use		Helmet Compliance	
Eye Protection		Tint Compliance		
03	Injury		Injury Severity	
	POSSIBLE INJURY		NON DEPLOYED	
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICABLE	
	Trapped/Extricated NOT TRAPPED		Medical Transport NOT TRANSPORTED	
EMS Agency Identifier		EMS Run #		
Hospital		Date of Death		
Time of Death		Distracted By		
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Distracted By Action NOT DISTRACTED		

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20-014393

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT INDIVIDUAL 03 003	Non Motorist		Striking Unit #	Location		
	Prior Action					
	Action					
	Action Other				To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO		
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition APPEARED NORMAL					
	Property Owner					
PROP OWNER 01	Government WEST ALLIS CITY OF (414) 302-8200			Address 7525 W GREENFIELD AVE WEST ALLIS, WI 53214 , US		
	Fixed Objects Struck					
01	Striking Unit	Struck Object		Structure Number	Damage Tag Number	
	02	CURB				
Witness						
WITN ESS 01	Individual JAY JOSEPH SCHWALL (414) 477-9815			Address 1953 S 89 ST WEST ALLIS, WI 53227 , US		Date of Birth 09/18/1953

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: ~~Patrick L. Satz~~
Sherillia Jefferson

Date: 7-23-20

In-person

Process Server

Claimant

Other _____

By mail

By email

By fax

Received by: CBC

- Hand deliver to: Ann Marie or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes No



Rebecca Grill
City Administrator/Clerk
rgrill@westalliswi.gov
414.302.8220

To: Process Server
From: West Allis City Clerk

This document constitutes written admission that service of the attached document upon the West Allis City Clerk was accomplished as of the date and time indicated below. Pursuant to Wis. Stat. § 801.10(4)(c), this document shall be presumptive evidence of genuineness.

Person authorized to accept service on behalf of City Clerk:

Name: _____

Signature: _____

Date of service: 7/23/2020

Time of Service: 2:35 AM PM

Rebecca N. Grill
Rebecca Grill
City Administrator/Clerk

NOTICE OF INJURY
AND
CLAIM FOR DAMAGES

TO: CITY OF WEST ALLIS
c/o City Clerk
7525 West Greenfield Avenue
West Allis, WI 53214

PROCESS SERVER
TIME 9:20 A/PM DATE 4/27/20
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

CITY OF WEST ALLIS POLICE DEPARTMENT
11301 West Lincoln Avenue
West Allis, WI 53227

PATRICK L. SAMZ
c/o City of West Allis Police Department
11301 West Lincoln Avenue
West Allis, WI 53227

PLEASE TAKE NOTICE that on April 27, 2020, the claimant, Sherillia Jefferson, an adult residing at 6701 West Bluemound Road, Apartment #3, Milwaukee, Wisconsin was involved in an automobile accident at the location of the intersection of South 116th Street and West Rogers Street, City of West Allis, County of Milwaukee, State of Wisconsin. The attorney for Sherillia Jefferson is Attorney Natasha R. Misra of Natasha Misra Law, LLC, 759 North Milwaukee Street, Suite 208, Milwaukee WI 53202.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said automobile accident, Sherillia Jefferson, sustained serious personal injuries which may be permanent, pain and suffering, loss of earning capacity, and loss of use and damage to her property.

LIABILITY

Liability for the injuries is claimed as follows:

The City of West Allis and the City of West Allis Police Department on account of its liability for the acts of its agents and employees, and particularly the City of West Allis Police

Department and Patrick L. Samz, as further set forth in this Notice of Injury and Claim for Damages, who was acting within the scope of his employment at the time of said accident.

The said accident was caused by the negligence of the City of West Allis Police Department on account of its employee, Patrick L. Samz, for negligently operating said motor vehicle at and immediately prior to the time of said accident.

Said employee, Patrick L. Samz, failed to maintain proper look out, negligently failed to manage and control the motor vehicle he was operating in a reasonable and prudent manner, such that he failed to yield the right of way and collided with the motor vehicle being operated by Sherillia Jefferson.

DAMAGES

As a proximate result of the above-described negligence, Sherillia Jefferson, sustained personal injuries to her right wrist, right arm, right knee, left leg, neck, back and shoulders, causing her to incur medical bills and expenses, as well as future expenses and permanency, pain and suffering, loss of earning capacity, and loss of use and damage to her property.

MEDICAL BILLS TO DATE:

West Allis Fire Department	\$ 700.00
Froedtert Hospital/Medical College of WI	\$ 5,000.00
Physician Charges	\$ 3,000.00
Northern Spine & Injury	\$ 6,750.00

*Claimant is still treating for accident related injuries

FUTURE MEDICAL EXPENSES: \$ 20,000.00

LOSS OF EARNING CAPACITY:

Loss of Earning Capacity to Date	\$ 2,500.00
Future Loss of Earning Capacity	\$ 5,000.00

PAIN AND SUFFERING:

Past pain and suffering and disability	\$ 20,000.00
Future pain and suffering and disability	\$ 20,000.00

PROPERTY DAMAGE:

Vehicle	\$ 9,000.00
Loss of Use	\$ 1,500.00

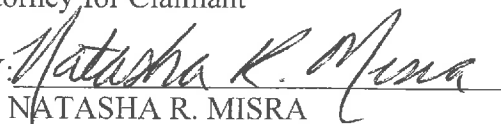
<u>FIRE DEPARTMENT SCENE CLEAN UP</u>	\$ 500.00
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<u>TOTAL CLAIM:</u>	\$ 93,950.00
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WHEREFORE, Sherillia Jefferson, demands NINETY-THREE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$93,950.00) from said City of West Allis, City of West Allis Police Department and Patrick L. Samz.

DATED at Milwaukee, Wisconsin this 2nd day of July, 2020.

NATASHA MISRA LAW, LLC
Attorney for Claimant

BY: 
NATASHA R. MISRA
State Bar No.: 1082945

P. O. ADDRESS:

Suite 208
759 North Milwaukee Street
Milwaukee, WI 53202
Phone: (414) 210-3834
Fax: (414) 201-3517
E-mail: natasha@natashamisralaw.com

All responsive pleadings, answers, or denial of claim regarding the above-captioned action should be served upon the law office of NATASHA MISRA LAW, LLC on behalf of the claimant, Sherillia Jefferson, at 759 North Milwaukee Street, Suite 208, Milwaukee, WI 53202.


STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

NATASHA R. MISRA, being duly sworn on oath deposes and says: That she is the attorney for the above-named claimant and that she makes this Affidavit on claimant's behalf being duly authorized to do so; that she is a resident of the City and County of Milwaukee, State of Wisconsin, that she has read the foregoing Notice of Injury and Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that she has been duly authorized to verify this Notice of Injury and Claim for Damages.

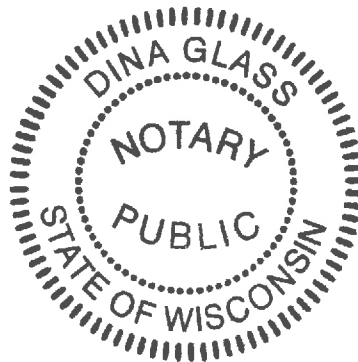


NATASHA R. MISRA
State Bar No.: 1082945

Subscribed and sworn to before me
this 2nd day of July, 2020.



Notary Public, Milwaukee County, WI
My Commission Expires: 3-11-2023



**CITY OF WEST ALLIS
R-2020-0566**

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

SECTION 1: **AMENDMENT** “Administrative” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Administrative

Section	Department	Type of Fee	Fee	Units/Duration	Comments
9.33	Various	Record Check Fee	\$1 56 .00	person	
18.10	Finance/Treasurer	Property Pending Foreclosure Registration Fee	\$3 00 <u>15</u> .00	property	
18.11	Finance/Treasurer	Property with a Mortgage Loan in Default Registration Fee	\$3 00 <u>15</u> .00	property	
2.48(5)	Clerk	Administrative Appeal Filing Fee	\$5 05 .00	each	
	Various	Returned Check Fee	\$25.00	each	
	Clerk	Special Council Meeting	\$1,000.00	meeting	

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

AMENDMENT

Alcohol Licenses

Section	Department	Type of Fee	Fee	Units/Duration	Comments
9.02(3)	Clerk	Retail Class A Beer License	\$ 1520 <u>00</u>	annual	
			\$500.		

9.02(3)	Clerk	Retail Class A Liquor License	00	annual	
9.02(3)	Clerk	Retail Class B Beer License	\$100.00	annual	
9.02(3)	Clerk	Retail Class B Liquor License	\$500.00	annual	
9.02(3 m)	Clerk	Retail Class C Wine License	\$100.00	annual	
9.02(8)	Clerk	Temporary (Picnic) Beer License	\$10.00	each	Same fee if combined with a wine license
9.02(8)	Clerk	Temporary (Picnic) Wine License	\$10.00	each	Same fee if combined with a beer license
9.02(16)	Clerk	Operator's License - Regular	\$90.00	2 years	
9.02(16)	Clerk	Operator's License - Provisional	\$15.00	each	
9.02(16)	Clerk	Operator's License - Temporary	\$15.00	each	
9.02(21)	Clerk	Wholesaler's Malt Beverage License	\$25.00	annual	
9.02(5)(b)	Clerk	Temporary Extension of Premises	\$75 0.00	each	
9.01(4)	Clerk	Petition to Exceed Quota	\$100.00	each	-
9.02(23)	Clerk	Retail Class A/B Beer/Liquor, Class C Wine - Late Fee	\$50.00	each	if submitted after April 30
9.02(3)	Clerk	Original Class A/B/C License Deposit	\$200.00	each	paid upon application, applied to license fee
9.02(1)	Clerk	Change in Agent	\$10.00	each	
9.02(4)(e)	Clerk	Amendment to Premises Description	\$25 35.00	each	
9.02(3)(f)	Clerk	Retail Class A/B Beer/Liquor, Class C Wine - Provisional	\$15.00	each	
9.02(5)(b)	Clerk	Temporary Extension of Premises - Late Fee	\$50.00	each	within 5 days of meeting
9.02(9)	Clerk	Premises-to-Premises Transfer of License	\$10.00	each	

SECTION 3: AMENDMENT “Animal Licenses/Permits” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Animal Licenses/Permits

Section	Department	Type of Fee	Fee	Units/Duration	Comments
7.12(2)	Health	Rabbit Permit	\$ 30 ²⁵ .00	annual	
7.12(2)	Health	Rabbit Permit Late Fee	\$15.00	each	if submitted after April 1
7.12(2)	Health	Duplicate Rabbit Permit	\$15.00	each	
7.12(2)	Health	Rabbit Permit Re-inspection Fee	\$ 10 ²⁵ .00	1st Inspection	
7.12(2)	Health	Rabbit Permit Re-inspection Fee	\$ 15 ³⁵ .00	2nd and Subsequent Inspections	
7.12(7)	Health	Pigeon Keeping Permit	\$30.00	annual	
7.12(7)	Health	Pigeon Keeping Permit Late Fee	\$15.00	each	if submitted after April 1
7.12(7)	Health	Duplicate Keeping Pigeon Permit	\$15.00	each	
7.12(7)	Health	Pigeon Keeping Permit Re-inspection Fee	\$10.00	1st Inspection	
7.12(7)	Health	Pigeon Keeping Permit Re-inspection Fee	\$15.00	2nd and Subsequent Inspections	
7.121	Health	Dog License - Spayed/Neutered	\$12.00	each dog	
7.121	Health	Dog License - Not Spayed/Neutered	\$24.00	each dog	
7.121	Health	Dog License Late Fee - Spayed/Neutered	\$6.00	each dog	if submitted after March 31
		Dog License Late Fee -	\$12.00		if submitted

7.121	Health	Not Spayed/Neutered	0	each dog	after March 31
7.121	Health	Duplicate Dog License	\$6.00	each license	
7.122	Health	Cat License - Spayed/Neutered	\$10.00	each cat	
7.122	Clerk	Cat License - Not Spayed/Neutered	\$15.00	each cat	
7.122	Clerk	Cat License Late Fee - Spayed/Neutered	\$6.00	each cat	if submitted after March 31
7.122	Clerk	Cat License Late Fee - Not Spayed/Neutered	\$12.00	each cat	if submitted after March 31
7.122	Clerk	Duplicate Cat License	\$6.00	each license	
7.123	Health	Animal Fancier Permit	\$30 ^{\$35} .00	each location	
7.123	Health	Animal Fancier Permit Late Fee	\$15.00	each location	if submitted after April 1
7.123	Health	Duplicate Animal Fancier Permit	\$15.00	each	
7.123	Health	Animal Fancier Permit Re-inspection Fee	\$10 ^{\$25} .00	1st Inspection	
7.123	Health	Animal Fancier Permit Re-inspection Fee	\$15 ^{\$35} .00	2nd and Subsequent Inspections	
7.124	Health	Pet Shop, Kennel, and Grooming Establishment Permit	\$350 ^{\$350} .00	annual	
7.124	Health	Pet Shop, Kennel, and Grooming Establishment Permit Late Fee	\$15.00	each	if submitted after July 1
7.124	Health	Duplicate Pet Shop, Kennel, and Grooming Establishment Permit	\$15.00	each	
7.124	Health	Pet Shop, Kennel, and Grooming Establishment Permit Re-inspection Fee	\$10 ^{\$25} .00	1st Inspection	
7.124	Health	Pet Shop, Kennel, and Grooming Establishment Permit Re-inspection Fee	\$15 ^{\$35} .00	2nd and Subsequent Inspections	
7.121(

3)	Fire	Dog Park Fee - Daily Pass	\$5.00	day	
7.121(3)	Fire	Dog Park Fee - Annual Pass - Resident	\$25.00	year	
7.121(3)	Fire	Dog Park Fee - Annual Pass - Non-resident	\$50.00	year	

SECTION 4: AMENDMENT “Engineering” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Engineering

BE IT RESOLVED the Common Council of the City of West Allis does hereby amend the 2020 Schedule of Fees as shown on the attached Exhibit "A".

Exhibit "A"

Section	Department	Type of Fee	Fee	Units/Duration	Comments
11.18	Engineering	Block Party Permit	\$25.00	event	
11.18	Engineering	Discontinuance of streets and alleys	\$250.00	each	
11.18	Engineering	Driveway Permit	\$75.00	each	extra fees if trees/electrical needs to be moved
11.18	Engineering	Driveway Permit Review	\$50.00	each	
11.18	Engineering	Excavation Permit	\$100 minimum + \$10/100 sq. ft. and \$0.50/linear foot of boring		
11.18	Engineering	Occupancy (Right-of-way) - 1-5 days	\$35.00	each	
11.18	Engineering	Occupancy (Right-of-way) -	\$50.00	each	

	ring	6-30 days			
11.18	Engineer ring	Occupancy (Right-of-way) - deposit	\$100.00	each	
11.18	Engineer ring	Occupancy (Right-of-way) - per month extension	\$35.00	each	
11.18	Engineer ring	Oversize Load Permit	\$170.00	each	
11.18	Engineer ring	Concrete Contractor License	\$75.00	year	\$3,000 bond requirement
11.18	Engineer ring	Parking construction machinery on public streets or alleys between sunset and sunrise	\$5.00	each	
11.18	Engineer ring	Driving over gutters, curbs, sidewalks or sidewalk areas	\$30.00	each	\$100 deposit
10.065	Engineer ring	Loading Zone - Unmetered Area (Initial Application)	\$3.00	linear foot	\$75 minimum
10.065	Engineer ring	Loading Zone - Metered Area (Initial Application)	\$4.00	linear foot	\$120 minimum
10.065	Engineer ring	Loading Zone - Unmetered Area (Annual Renewal)	\$2.50	linear foot	\$60 minimum
10.065	Engineer ring	Loading Zone - Metered Area (Annual Renewal)	\$3.00	linear foot	\$90 minimum
10.065 (7)	Engineer ring	Disabled Parking Zone - Residential	No Charge		annual review
10.065 (7)	Engineer ring	Disabled Parking Zone - Unmetered Area (Initial Application)	\$3.00	linear foot	\$75 minimum
10.065 (7)	Engineer ring	Disabled Parking Zone - Metered Area (Initial Application)	\$4.00	linear foot	\$120 minimum
10.065 (7)	Engineer ring	Disabled Parking Zone - Unmetered Area (Annual Renewal)	\$2.50	linear foot	\$60 minimum
10.065 (7)	Engineer ring	Disabled Parking Zone - Metered Area (Annual Renewal)	\$3.00	linear foot	\$90 minimum
11.18	Engineer	Sidewalk Permit	\$50	each	Must have a concrete

ring				contractor license in West Allis
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SECTION 5: AMENDMENT “Other General Licenses And Permits” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Other General Licenses And Permits

Section	Department	Type of Fee	Fee	Units/Duration	Comments
11.18	Engineering	Municipal Lot Parking Permit - 24-hr parking	\$15.00	month	
11.18	Engineering	Municipal Lot Parking Permit - 24-hr parking	\$40.00	quarter	
11.18	Engineering	Municipal Lot Parking Permit - Night parking only	\$40.00 \$15.00	month	
11.18	Engineering	Municipal Lot Parking Permit - Night parking only	\$25.00	quarter	
11.18	Engineering	Municipal Lot Parking Permit - Day parking only	\$25.00 \$15.00	month	
11.18	Engineering	Municipal Lot Parking Permit - Day parking only	\$20.00	quarter	
11.035	Engineering	Newspaper Distribution Boxes Permit	\$30.00	annual, per box	upon installation
11.035	Engineering	Newspaper Distribution Boxes Permit	\$25.00	annual, per box	renewal
6.031	Police	Parade/Street Event Permit	\$500.00	per event	
6.031	Police	Parade/Street Event Permit Deposit	\$2,000.00	per event	
9.04	Clerk	Cigarette and Tobacco License	\$100.00	annual	
9.09	Clerk	Carnival Permit - Up to 5 rides	\$150.00	per event	
9.09	Clerk	Carnival Permit - 5 or more rides	\$10.00	per ride	in addition to the regular permit fee

					of \$150
9.105	Clerk	Shooting Galleries and Gun Range License	\$60.00	annual	
9.125	Clerk	Used Vehicles and Dealers License	\$230 240.00	annual	
9.128	Clerk	Trailer and Truck Rental License	\$810. 00	annual, per trailer/truck	
9.13	Clerk	Salvage and Recycling Center License	\$230 240.00	annual	
9.14	Public Works	Junkers and Junk Pickers License	\$1015. 00	each	license period is 3 months from date of issuance
9.15	Clerk	Pawnbroker's License	\$225 40.00	annual	
9.15	Clerk	Secondhand Article Dealer License	\$901 00.00	annual	
9.15	Clerk	Secondhand Jewelry Dealer License	\$175 85.00	annual	
9.18(3)	Clerk	Direct Sellers and Solicitors Permit	\$50.00	each	license period is 60 days from date of issuance
9.18(3 m)	Clerk	Special Event Direct Sellers Permit	\$25.00	each	license valid for duration of event
9.18(4)	Clerk	Hawking Permit	\$50.00	each	license period is 60 days from date of issuance
9.19	Clerk	Transient Photographers License	\$105. 00	per employee	
9.21	Clerk	Manufactured and Mobile Home Community License Person to Person Transfer	\$10.00	each	
9.21	Clerk	Manufactured and Mobile Home Community License	\$23.0 0	per space	
9.26	Inspections	Coin-operated or Self Service Dry Cleaning Machines Permit	\$56.0 0	per machine	
9.265	Clerk	Christmas Tree Sales License Fee	\$175.00	each	

9.28	Clerk	Adult Oriented Establishments License Late Fee	\$150.00	each	if submitted after April 30
9.28	Clerk	Adult Oriented Establishments Permit Late Fee	\$25.00	each	if submitted after April 30
9.28	Clerk	Adult Oriented Establishments License Person to Person Transfer Fee	\$100.00	each	
9.28	Clerk	Adult Oriented Establishments License	\$575.00	annual	Owners/Operators of the business
9.28	Clerk	Adult Oriented Establishments Permit	\$60.00	annual	Employees of the business
9.29	Clerk	Escort Service License	\$100.00	annual	
9.29	Clerk	Escort Permit	\$25.00	annual	
9.30	Health	Body Piercing Establishment License	\$330.00	annual	
9.30	Health	Body Piercing Establishment License Pre-inspection Fee	\$268.00	each	
9.30	Health	Tattoo Establishment License	\$330.00	annual	
9.30	Health	Tattoo Establishment License Pre-inspection Fee	\$268.00	each	
9.30	Health	Combination Tattoo/Body Piercing Establishment License	\$385.00	annual	
9.30	Health	Combination Tattoo/Body Piercing Establishment License Pre-inspection Fee	\$422.00	each	
9.30	Health	Temporary Tattoo/Body Piercing Establishment License	\$198.00	each	
9.30	Health	Tattooist or Body Piercer Operating Without a Practitioners License	\$165.00	each	
9.30	Health	Operating a Tattoo and/or Body Piercing Establishment Without a License	\$749.00	each	
9.30	Health	Tattoo and/or Body Piercing Establishment License Late Fee	\$100.00	each	if paid after June 30
		Tattoo Establishment Re-	\$103.	1st	

9.30	Health	Inspection	00	Inspection	
9.30	Health	Body Piercing Establishment Re-Inspection	\$103.00	1st Inspection	
9.30	Health	Combination Tattoo and Body Piercing Establishment Re-Inspection	\$206.00	1st Inspection	
9.30	Health	Tattoo Establishment Re-Inspection	\$206.00	2nd and Subsequent Inspections	
9.30	Health	Body Piercing Establishment Re-Inspection	\$206.00	2nd and Subsequent Inspections	
9.30	Health	Combination Tattoo and Body Piercing Establishment Re-Inspection	\$412.00	2nd and Subsequent Inspections	
9.30	Health	Duplicate License for Tattoo and Body Piercing Establishment	\$15.00	each	
9.36	Clerk	Electronic Smoking Device Sales License	\$100.00	annual	
9.36	Clerk	Electronic Smoking Device Sales License Late Fee	\$10.00	each	if submitted after July 1
9.36	Clerk	Duplicate Electronic Smoking Device Sales License	\$10.00	each	

SECTION 6: AMENDMENT “Police-Issued Licenses/Fees” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Police-Issued Licenses/Fees

Section	Department	Type of Fee	Fee	Units/Duration	Comments
10.105	Police	Night Parking Permit - Monthly (In-Person/Mail)	\$15.00	vehicle	
10.105	Police	Night Parking Permit - Monthly (Online)	\$13.00	vehicle	

10.10 5	Police	Night Parking Permit - Quarterly (In-Person/Mail)	\$45.00	vehicle	
10.10 5	Police	Night Parking Permit- Quarterly (Online)	\$35.00	vehicle	
10.10 5	Police	Night Parking Permit - Annual (In-Person/Mail)	\$125.00	vehicle	
10.10 5	Police	Night Parking Permit- Annual (Online)	\$100.00	vehicle	
10.10 5	Police	Night Parking Permit - Duplicate	\$105.00	each	
10.15	Police	Bicycle License	Free	each	
2.19(9)	Police	Warrant Pickup Fee	\$25.00	each	per WAPD warrant and/or per other agency pickup
4.24	Police	Alarm Permit Fee	\$2550.00	each	
4.24(6)	Police	False Alarm Fee (4th, 5th, 6th, false alarm)	\$575.00	each	
4.24(6)	Police	False Alarm Fee (7th and subsequent false alarms)	\$10050.00	each	
7.126	Police	Dangerous Dog Registration Fee	\$75100.00	dog	Must provide a color photograph of the dog
	Police	Bail Fee	10% of bail	each	up to \$25
	Police	Fingerprint Fee - Resident, 1st card	\$510.00	card	
	Police	Fingerprint Fee - Resident, subsequent cards	\$255.00	card	
	Police	Fingerprint Fee - Non- Resident, 1st card	\$150.00	card	
	Police	Fingerprint Fee - Non- Resident, subsequent cards	\$5.002.50	card	
	Police	Preliminary Breath Test	\$15.00	each	

SECTION 7: AMENDMENT “Public Records” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Public Records

Section	Department	Type of Fee	Fee	Units/Duration	Comments
12.13	Development	Comprehensive Plan	\$20.00	each	
12.13	Development	Comprehensive Plan Map	\$5.00	each	
12.13	IT	GIS Customized Map	\$20.00	each	plus \$80.00 per hour
12.13	Development	Official Land Use Map	\$20.00	each	
12.13	Development	Official Zoning Map	\$20.00	each	
12.13	Development	Sign Code Ordinance	\$10.00	each	
12.13	Development	Strategic or Redevelopment Plan	\$10.00	each	
12.13	Development	Strategic or Redevelopment Plan Map	\$20.00	each	
12.13	Development	Zoning Ordinance	\$15.00	each	
Policy 810	Various	Aldermanic District Maps- by mail	\$2.00	each	
Policy 810	Various	Aldermanic District Maps- in person	\$15.00	each	
Policy 810	Health	Certified copies of birth certificates	\$20.00	1st copy	
Policy 810	Health	Certified copies of birth certificates	\$3.00	each additional copy	
Policy 810	Health	Certified copies of death certificates	\$20.00	1st copy	
Policy 810	Health	Certified copies of death certificates	\$3.00	each additional copy	
Policy					plus basic

810	Various	Certified copy	\$15.00	each	copying charge
Policy 810	Various	Computer printout documents	\$0.25	page	
Policy 810	Various	Copies of all other documents -Black and white	\$0.25	page	
Policy 810	Various	Copies of all other documents - Color	\$0.25	page	
Policy 810	Various	Faxes of all documents	\$0.25	page	
Policy 810	Various	Oversized maps/plans	Cost of reproduction by blueprint company		
Policy 810	Various	Photographs	Actual Cost	each	
Policy 810	Clerk	Voter Data	\$25.00	flat fee	plus \$5/1,000 voter names, rounded to the nearest 1,000
Policy 810	Engineering	Prints of engineer drawings/plans	\$2.00	print	
Policy 810	Finance/Treasurer	Real Estate status forms	\$40.00	property	plus additional \$20.00 for a walk-in
Policy 810	Various	DVD or CD Recordings	\$2.00	each	
<u>Policy 810</u>	<u>Various</u>	<u>Flash Drive</u>	<u>\$5.00</u>	<u>each</u>	<u>additional costs based on situation</u>

SECTION 8: AMENDMENT “Drop-Off Collections” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Drop-Off Collections

Section	Department	Type of Fee	Fee	Units/Duration	Comments
Policy 2601	Public Works	<u>Drop Off - TV</u>	\$20 25.00	Each	
<u>Policy 2601</u>	<u>Public Works</u>	<u>Drop Off - Less than one cubic yard of brush, household debris/demolition materials/concrete and ground drop off.</u>	<u>Free</u>	<u>Once per day.</u>	
<u>Policy 2601</u>	<u>Public Works</u>	<u>Drop Off - 1-3 cubic yards of brush, household debris/demolition materials/concrete and ground drop off.</u>	<u>\$15.00</u>	<u>Each</u>	
<u>Policy 2601</u>	<u>Public Works</u>	<u>Drop Off - 3-6 yards of brush, household debris/demolition materials/concrete and ground drop off.</u>	<u>\$30.00</u>	<u>Each</u>	
<u>Policy 2601</u>	<u>Public Works</u>	<u>Drop Off - 6-8 cubic yards of brush, household debris/demolition materials/concrete and ground drop off.</u>	<u>\$50.00</u>	<u>Each</u>	<u>Maximum of 8 cubic yards per day.</u>

SECTION 9: AMENDMENT "Refuse Collections - Curbside" of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Refuse Collections - Curbside

	Departme		Units/Dur	
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Section	nt	Type of Fee	Fee	ation	Comments
Policy 2601	Public Works	Brush collection - 2-4 cubic yards	\$25.00	Each	
Policy 2601	Public Works	Brush collection - 4-6 cubic yards	\$30.00	Each	
Policy 2601	Public Works	Brush collection - 6-8 cubic yards	\$35.00	Each	
Policy 2601	Public Works	Brush collection - 8-10 cubic yards	\$40.00	Each	
Policy 2601	Public Works	Brush collection - Per 10 cubic yards	\$75.00	Each	in excess of 10 cubic yards
Policy 2601	Public Works	Household debris - 4-6 cubic yards	\$50.00	Each	
Policy 2601	Public Works	Household debris - 6-8 cubic yards	\$60.00	Each	
Policy 2601	Public Works	Household debris - Over 8 cubic yards	\$10.00	Each additional cubic yard	in addition to the regular fee of \$60
Policy 2601	Public Works	Demolition materials collection - Under 4 cubic yards	\$40.00	Each	
Policy 2601	Public Works	Demolition materials collection - 4-6 cubic yards	\$50.00	Each	
Policy 2601	Public Works	Demolition materials collection - 6-8 cubic yards	\$60.00	Each	
Policy 2601	Public Works	Demolition materials collection - 8-10 cubic yards	\$70.00	Each	
Policy 2601	Public Works	Concrete and ground collection - under 1 cubic yard	\$20.00	Each	
Policy 2601	Public Works	Concrete and ground collection - 1-3 cubic yards	\$50.00	Each	
Policy 2601	Public Works	Concrete collection - Over 3 cubic yards	\$25.00	Each additional cubic yard	
<u>Policy 2601</u>	<u>Public Works</u>	<u>Pick Up - Brush/household debris/demolition materials/concrete and ground collection. 1 cubic yard to 4 cubic yards.</u>	<u>\$50.00</u>	<u>Each</u>	

<u>Policy 2601</u>	<u>Public Works</u>	<u>Pick Up - Brush/household debris/demolition materials/concrete and ground collection. 4 cubic yards to 8 cubic yards.</u>	<u>\$100.00</u>	<u>Each</u>	<u>Maximum of 8 cubic yards</u>
Policy 2601	Public Works	Heavy item charge	\$25 50.00	Each item	minimum
Policy 2601	Public Works	Tires - 16" or smaller	\$3 5.00	Each	
Policy 2601	Public Works	Tires - Over 16"	\$1 5 4.00	Each	
Policy 2601	Public Works	Tires - Tractor tire	\$60 57.00	Each	
Policy 2601	Public Works	Miscellaneous Demolition Permit - under 2 cubic yards	\$15.00	Each	
Policy 2601	Public Works	Miscellaneous Demolition Permit - 2-5 cubic yards	\$35.00	Each	
Policy 2601	Public Works	Miscellaneous Demolition Permit - 5-10 cubic yards	\$45.00	Each	
Policy 2601	Public Works	Shingle Permit Fee - under 2 cubic yards	\$15.00	Each	
Policy 2601	Public Works	Shingle Permit Fee - 2-5 cubic yards	\$35.00	Each	
Policy 2601	Public Works	Shingle Permit Fee - Over 5 cubic yards	\$50+ \$10/additional cubic yard	Each	
Policy 2601	Public Works	Concrete and ground dump permit - under 1 cubic yard	\$5.00	Each	
Policy 2601	Public Works	Concrete and ground dump permit - over 1 cubic yard	\$10.00	Each additional cubic yard	
Policy 2601	Public Works	Missed appt charge - During normal business hours	\$40 50.00	Each	
Policy 2601	Public Works	Missed appt charge normal bus hours - After business hours	\$50 75.00	Each	

SECTION 10: AMENDMENT “Building” of the City Of West Allis Fee Schedule
is hereby *amended* as follows:

AMENDMENT

Building

Section	Department	Fee Type	Fee	Units/Duration	Comments
13.255	BINS	Residential Minimum Permit Fee	\$60.00	Each	Unless otherwise stated in this fee schedule
13.255	BINS	Commercial Minimum Permit Fee	\$100.00	Each	Unless otherwise stated in this fee schedule
13.255	BINS				Fees are determined by using the Construction Value or the Area Calculation, whichever is applicable. When fees for either method are provided below, the more reasonable fee will be determined by the Plan Reviewer or Building Inspector. Fees may also be determined by averaging a fee found by the Area Calculation and the fee found by the Construction Value when deemed appropriate by the Plan Reviewer or Building Inspector.
13.255	BINS				All fees in this fee schedule shall be rounded up to nearest full dollar amount.
13.255	BINS				Fees may be waived or modified for City owned properties or when work is performed by City employees.
13.255	BINS				The Director may waive, modify or alter any permit fee as deemed appropriate to reflect actual scope of work and

					impact on the Department.
13.2 55	BINS	Residential New Construction	\$0.35	Square Foot	
13.2 55	BINS	Residential Additions	\$0.35	Square Foot	
13.2 55	BINS	Residential Alterations	\$0.28	Square Foot	
13.2 55	BINS	Residential Alterations where sq. ft. cannot be calculated	\$12.0 0	Per \$1,000 of Construction Value	
13.2 55	BINS	Manufactured Homes	\$150. 00	Each	
13.2 55	BINS	Commercial New Construction; Office, retail, and similar	\$0.35	Square Foot	
13.2 55	BINS	Commercial New Construction; Multi-family, condominiums, and similar	\$0.40	Square Foot	
13.2 55	BINS	Commercial New Construction; Warehouses, parking ramps, manufacturing	\$0.30	Square Foot	
13.2 55	BINS	Commercial Alterations	\$0.28	Square Foot	
13.2 55	BINS	Commercial Alterations where sq. ft. cannot be calculated	\$12.0 0	Per \$1,000 of Construction Value	
13.2 55	BINS	Residential Accessory Buildings and Structures	\$0.30	Square Foot	Minimum \$200.00
13.2 55	BINS	Residential Accessory Buildings and Structures Slab Only	\$100. 00	Slab	
13.2 55	BINS	Manufactured Home Roof Covering	\$40.0 0	Structure	
13.2 55	BINS	Commercial Accessory Buildings and Structures	\$0.30	Square Foot	Minimum \$250.00

13.2 55	BINS	Residential Pools	\$100. 00	Each	
13.2 55	BINS	Commercial Pools	\$250. 00	Each	
13.2 55	BINS	Residential Decks 100 sf or less	\$75.0 0	Each	
13.2 55	BINS	Residential Decks More than 100 sf	\$150. 00	Each	
13.2 55	BINS	Commercial Decks 100 sf or less	\$125. 00	Each	
13.2 55	BINS	Commercial Decks More than 100 sf	\$200. 00	Each	
13.2 55	BINS	Residential Soil Erosion	\$150. 00	Lot	
13.2 55	BINS	Commercial Soil Erosion	\$300. 00	Lot	Plus \$5.00 per 1,000 sf disturbed area; \$2,000.00 max
13.2 55	BINS	Residential Restoration or Repair	\$12.0 0	Per \$1,000 of Construction Value	Minimum \$100.00; Maximum \$500.00
13.2 55	BINS	Commercial Restoration or Repair	\$12.0 0	Per \$1,000 of Construction Value	Minimum \$150.00; Maximum \$5,000.00
13.2 55	BINS	Residential Interior Demolition	\$50.0 0	Each	
13.2 55	BINS	Residential Entire Building Demolition	\$250. 00	Structure	\$2,000.00 bond or cash deposit required per RMC 13.22(8)(a)
13.2 55	BINS	Residential Accessory Building, Structure or Pool Demolition	\$50.0 0	Structure	
13.2 55	BINS	Commercial Interior Demolition	\$100. 00	Each	
13.2 55	BINS	Commercial Entire Building Demolition	\$200. 00	Structure	\$10,000.00 bond or cash deposit required per RMC 13.22(8)(a)
13.2 55	BINS	Commercial Accessory Building, Structure or Pool	\$50.0 0	Structure	
13.2		Commercial Parking	\$100.		

55	BINS	Lot Repaving	00	Lot	10,000 sf or less
13.2 55	BINS	Commercial Parking Lot Repaving	\$250. 00	Lot	More than 10,000 sf
13.2 55	BINS	Commercial Reroofing or Residing	\$12.0 0	Per \$1,000 of Construction Value	Maximum \$500.00
13.2 55	BINS	Conversion of existing building to a one- or two-family dwelling with no other work	\$150. 00	Each	
13.2 55	BINS	Temporary Buildings, Trailers, Structures	\$150. 00	Structure	Maximum \$500.00
13.2 55	BINS	Residential Footings and Foundations Early Start Permit	\$200. 00	Each	
13.2 55	BINS	Commercial Footings and Foundations Early Start Permit	\$250. 00	Each	
13.2 55	BINS	Residential New or Replacement Heating and Cooling Appliances	\$50.0 0	Unit	
13.2 55	BINS	Commercial New or Replacement Heating Appliances	\$75.0 0	Unit	200,000 BTU input or less
13.2 55	BINS	Commercial New or Replacement Heating Appliances	\$15.0 0	Unit	More than 200,000 BTU input
13.2 55	BINS	Commercial New or Replacement Cooling Appliances	\$75.0 0	Unit	Five (5) ton cooling or less
13.2 55	BINS	Commercial New or Replacement Cooling Appliances	\$150. 00	Unit	More than 5 ton cooling
13.2 55	BINS	Commercial Combination Heating and Cooling Units	\$150. 00	Unit	Permit fee may include minor ductwork associated with connecting a replacement unit to an existing duct system, or other minor ductwork at the

					discretion of the Building Inspector.
13.2 55	BINS	Residential Distribution Systems	\$2.00	Per 100 sf of conditioned space	Minimum \$50.00
13.2 55	BINS	Commercial Distribution Systems	\$2.00	Per 100 sf of conditioned space	Minimum \$100.00
13.2 55	BINS	Commercial Kitchen Hood Exhaust system	\$175.00	Hood	Includes make-up air unit
13.2 55	BINS	Commercial Vehicle Repair or Storage Exhaust System	\$150.00	Exhaust Fan	Includes make-up air unit
13.2 55	BINS	Commercial Stray Booth or Paint Mix room Exhaust System	\$100.00	Booth or room	
13.2 55	BINS	Commercial Other Industrial Exhaust System	\$150.00	Unit	
13.2 55	BINS	State Building Code Petition for Variance Review	\$250.00	Each	If reviewed by West Allis
13.2 55	BINS	State Building Code Petition for Variance Review	\$100.00	Each	To comment on State reviewed petition
13.2 55	BINS	After Hours Inspections	\$200.00	Inspection	
13.2 55	BINS	Re-inspection fee	\$100.00	Inspection	
13.2 55	BINS	Failure to call for inspection	\$100.00	Inspection	\$250.00/inspection second or more offence
13.2 55	BINS	Work started prior to permit issuance	\$300.00	Minimum	Three time permit fee if exceeds \$300.00
13.2 55	BINS	Inspection of work prior to issuance of permit	\$200.00	Inspection	
13.2 55	BINS	Residential written report for building or zoning inquiry	\$100.00	Parcel	

13.2 55	BINS	Commercial written report for building or zoning inquiry	\$200.00	Parcel	
13.2 55	BINS	Replacement Inspection Record Card	\$10.00	Card	
13.2 55	BINS	Address Frames and Numbers	\$10.00	Full Set	
13.2 55	BINS	Address Numbers Only	\$2.00	Number	
13.2 55	BINS	Address Frames Only	\$5.00	Frame	
13.2 55	BINS	Moving Building Across Public Way	\$500.00	Structure	
13.2 55	BINS	Board of Appeals Variance Request	\$150.00	Per request	
13.2 55	BINS	Permit Refund - Work not Stated			Fees in excess of \$150.00 or half of permit fee, whichever is greater
13.2 55	BINS	Permit Refund - Work Started			Refund amount will be determined by Director based on amount of work done by staff, and inspection performed
13.2 55	BINS	Nuisance Abandoned Building Posting	\$317.00	Parcel	
13.2 55	BINS	All Other Postings	\$200.00	Parcel	

Pursuant to Section 13.255 West Allis Municipal Code				
Department	Fee Type	Fee	Units/Duration	Comments
BINS	Minimum Fee (One- or Two-Family)	\$65.00	Minimum	
BINS	Minimum Fee (Other than One- or Two-Family)	\$110.00	Minimum	
BINS	Fees are determined using the Construction Value, Area Calculation, or an average of both fees; whichever is more applicable as determined by the			

	Director.			
BINS	One- or Two-Family (New or Addition)	\$0.37	Square Foot	
BINS	One- or Two-Family (Alteration)	\$0.30	Square Foot	
BINS	One- or Two-Family (Alteration)	\$12.50	Per \$1,000 of Construction Value	
BINS	One- or Two-Family Manufactured Home (New)	\$160.00	Each	
BINS	Commercial Office, Retail, and Similar (New or Addition)	\$0.37	Square Foot	
BINS	Commercial Multi-Family, Condominiums, and Similar (New or Addition)	\$0.42	Square Foot	
BINS	Commercial Warehouses, Parking Ramps, Manufacturing and Similar (New or Addition)	\$0.32	Square Foot	
BINS	Other than One- or Two-Family (Alteration)	\$0.30	Square Foot	
BINS	Other than One- or Two-Family (Alteration)	\$12.50	Per \$1,000 of Construction Value	
BINS	Accessory Building or Structure (New, Addition or Alteration)	\$0.32	Square Foot	Minimum \$200.00
BINS	Accessory Building or Structure (Slab Only)	\$105.00	Slab	
BINS	Manufactured Home Roof Covering	\$45.00	Structure	
BINS	One- or Two-Family Pool	\$105.00	Each	
BINS	Other than One- or Two-Family Pool	\$265.00	Each	
BINS	One- or Two-Family Deck 100 sf or less	\$80.00	Each	
BINS	One- or Two-Family Deck More than 100 sf	\$160.00	Each	
BINS	Other than One- or Two-Family Deck 100 sf or less	\$130.00	Each	
BINS	Other than One- or Two-Family Deck More than 100 sf	\$210.00	Each	
BINS	One- or Two-Family Soil Erosion	\$160.00	Lot	
BINS	Other than One- or Two-Family Soil Erosion	\$315.00	Lot	Plus \$5.50 per 1,000 sf disturbed area; \$2,500.00 max
BINS	One- or Two-Family Restoration or Repair	\$12.50	Per \$1,000 of Construction Value	Minimum \$105.00; Maximum \$600.00
BINS	Other than One- or Two-Family Restoration or Repair	\$12.50	Per \$1,000 of Construction Value	Minimum \$165.00; Maximum \$6,000.00
BINS	One- or Two-Family Demolition (Interior)	\$55.00	Each	
BINS	One- or Two-Family Demolition (Full Building)	\$265.00	Structure	\$2,000.00 bond or cash deposit required per RMC

				13.22(8)(a)
BINS	One- or Two-Family Demolition (Accessory Building or Structure or Pool)	\$55.00	Structure	
BINS	Other than One- or Two-Family Demolition (Interior)	\$105.00	Each	
BINS	Other than One- or Two-Family Demolition (Full Building)	\$210.00	Structure	\$10,000.00 bond or cash deposit required per RMC 13.22(8)(a)
BINS	Other than One- or Two-Family Demolition (Accessory Building or Structure or Pool)	\$55.00	Structure	
BINS	Parking Lot Repaving	\$110.00	Lot	10,000 sf or less
BINS	Parking Lot Repaving	\$265.00	Lot	More than 10,000 sf
BINS	Reroofing or Residing	\$12.50	Per \$1,000 of Construction Value	Maximum \$500.00
BINS	Conversion of existing building to a one- or two-family dwelling with no other work	\$160.00	Each	
BINS	Temporary Building, Trailer or Structure	\$160.00	Structure	Maximum \$500.00
BINS	One- or Two-Family Footings and Foundations Permit	\$210.00	Each	
BINS	Other than One- or Two-Family Footings and Foundations Permit	\$265.00	Each	
BINS	One- or Two-Family HVAC Unit (New or Replacement)	\$55.00	Unit	
BINS	Other than One- or Two-Family HVAC Unit (New or Replacement)	\$80.00	Unit	200,000 BTU input or less heating; or five ton or less cooling
BINS	Other than One- or Two-Family HVAC Unit (New or Replacement)	\$160.00	Unit	More than 200,000 BTU input heating; or more than 5 ton cooling
BINS	Other than One- or Two-Family HVAC Unit with Heating and Cooling (New or Replacement)	\$160.00	Unit	Permit fee may include minor ductwork associated with connecting a replacement unit to an existing duct system, or other minor ductwork at the discretion of the Director.
BINS	One- or Two-Family HVAC Distribution Systems	\$2.10	Per 100 sf of conditioned space	\$55 minimum
BINS	Other than One- or Two-Family HVAC Distribution Systems	\$2.10	Per 100 sf of conditioned space	\$110 minimum
BINS	Commercial Kitchen Hood Exhaust system	\$185.00	Hood	Includes make-up air unit

BINS	Commercial Vehicle Repair or Storage Exhaust System	\$160.00	Exhaust Fan	Includes make-up air unit
BINS	Commercial Stray Booth or Paint Mix room Exhaust System	\$105.00	Booth or room	
BINS	Commercial Other Industrial Exhaust System	\$160.00	Unit	
BINS	Moving Building Across Public Way	\$525.00	Structure	
BINS	Home Business Occupancy Permit	\$55.00	Each	
BINS	Business Occupancy 1,000 sf or less	\$225.00	Each	
BINS	Business Occupancy 1,001-2,500 sf	\$375.00	Each	
BINS	Business Occupancy 2,501-10,000 sf	\$600.00	Each	
BINS	Business Occupancy 10,001 sf or More	\$850.00	Each	
BINS	Business Occupancy Amendment	\$80.00	Each	No inspection
BINS	Business Occupancy Replacement of Certificate	\$21.00	Each	
BINS	Business Occupancy Conditional Permit	\$105.00	Each	
BINS	Business Occupancy Extension of Conditional Permit	\$55.00	Each	
BINS	Occupying Business Without Permit		Each	Triple permit fee
BINS	Temporary Occupancy Permit	\$105.00	Each	
BINS	Cancelation of a Business Occupancy more than 24 hours prior to the scheduled inspection appointment			Fees in excess of \$50.00 may be refunded
BINS	Occupancy Letter of Completion	\$55.00	Each	
BINS	Occupancy Multi-Family, Condominium, Hotel and Similar	\$16.00	Unit	
BINS	Occupancy or change of owner/tenant of manufactured home	\$40.00	Each	
BINS	One- or Two-Family Plan Review (New)	\$525.00	Dwelling	
BINS	One- or Two-Family Plan Review (New Manufactured Dwelling)	\$160.00	Unit	
BINS	One- or Two-Family Plan Review (Addition) 150 sf or Less	\$55.00	Each	
BINS	One- or Two-Family Plan Review (Addition) 151-400 sf	\$110.00	Each	
BINS	One- or Two-Family Plan Review (Addition) 401 sf or More	\$200.00	Each	
	One- or Two-Family Plan Review			

BINS	(Alteration) 400 sf or Less	\$55.00	Each	
BINS	One- or Two-Family Plan Review (Alteration) 401-1,000 sf	\$110.00	Each	
BINS	One- or Two-Family Plan Review (Alteration) 1,001 sf or More	\$200.00	Each	
BINS	One- or Two-Family Deck Plan Review	\$55.00	Each	
BINS	One- or Two-Family Plan Review (Revisions to previously approved plans)	\$55.00	Each	
BINS	One- or Two-Family Plan Review (Footings and Foundations Only)	\$105.00	Each	
BINS	Other than One- or Two-Family Plan Review (New, Addition or Alteration)	\$55.00	Each	Minor Plan Review as determined by Building Inspector of Plan Reviewer
BINS	Other than One- or Two-Family Plan Review (New, Addition or Alteration)			Fees shall be assessed in accordance with SPS Table 302.31-2
BINS	Commercial Plan Review Decks	\$55.00	Each	
BINS	Commercial Plan Review Priority		Each	Three times standard plan review fee; \$500.00 minimum
BINS	Permanent Sign 50 sf or Less	\$55.00	Each	
BINS	Permanent Sign 51-100 sf	\$105.00	Each	
BINS	Permanent Sign 101-200 sf	\$160.00	Each	
BINS	Permanent Sign 201 sf or More	\$210.00	Each	
BINS	Canopies or Awnings	\$80.00	Each	Maximum per building \$225.00
BINS	Temporary Sign	\$55.00	Each	
BINS	Sandwich Board Sign	\$105.00	Each	Annual fee
BINS	Annual Sign Maintenance Inspection fee	\$55.00	Sign	Annual fee
BINS	Annual Billboard Sign Maintenance Inspection fee	\$85.00	Billboard	Annual fee
BINS	Late Sign Maintenance Inspection fee		Sign	Triple fee

SECTION 11: **ADOPTION** “BINS Admin” of the City Of West Allis Fee Schedule is hereby *added* as follows:

ADOPTION

BINS Admin(*Added*)

Pursuant to Section 13.255 West Allis Municipal Code

All building, plumbing or electrical permit fees shall be rounded up to nearest full dollar amount.

Fees may be waived or modified for City owned properties or when work is performed by City employees.

The Director may waive, modify or alter any permit fee as deemed appropriate to reflect actual scope of work and impact on the Department.

<u>Dept.</u>	<u>Fee Type</u>	<u>Fee</u>	<u>Units/Duration</u>	<u>Comments</u>
BINS	After Hours Inspections - 2 hrs maximum	\$210.00	Inspection	
BINS	Re-inspection fee	\$105.00	Inspection	
BINS	Emergency Generator Acceptance Testing (During Work Hours, 4 hrs maximum)	\$200.00	Each	For after work hours see "Special Inspection After Work Hours"
BINS	Failure to call for inspection	\$105.00	Inspection	\$250.00/inspection second or more offence
BINS	Work started prior to permit issuance	\$330.00	Minimum	Triple permit fee if exceeds \$330.00
BINS	Inspection of work prior to issuance of permit	\$210.00	Inspection	
BINS	Residential written report for building or zoning inquiry	\$105.00	Parcel	
BINS	Commercial written report for building or zoning inquiry	\$210.00	Parcel	
BINS	Special inspection with written report	\$210.00	Per report	
BINS	Replacement Inspection Record Card	\$15.00	Card	
BINS	Address Frames and Numbers	\$15.00	Full Set	
BINS	Address Numbers Only	\$2.25	Number	
BINS	Address Frames Only	\$6.00	Frame	
BINS	Board of Appeals Variance Request	\$175.00	Per request	
BINS	Permit Refund - Work not Stated			Fees in excess of \$150.00 or half of permit fee, whichever is greater
BINS	Permit Refund - Work Started			Refund amount will be determined by Director based on amount of work done by staff, and inspection performed
BINS	Nuisance Abandoned Building Posting	\$335.00	Parcel	
BINS	All Other Postings	\$210.00	Parcel	
BINS	State Building Code Petition for Variance	\$265.00	Each	If reviewed by West Allis

	Review			
BINS	State Building Code Petition for Variance Review	\$105.00	Each	To comment on State reviewed petition

SECTION 12: **AMENDMENT** “Business Occupancy” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Business Occupancy

Section	Department	Fee Type	Fee	Units/Duration	Comments
13.255	BINS	Home Business Occupancy Permit	\$50.00	Each	
13.255	BINS	Business Occupancy	\$200.00	Each	1,000 sf or less
13.255	BINS	Business Occupancy	\$350.00	Each	More than 1,000 sf to 2,500 sf
13.255	BINS	Business Occupancy	\$550.00	Each	More than 2,500 to 10,000 sf
13.255	BINS	Business Occupancy	\$800.00	Each	More than 10,000 sf
13.255	BINS	Business Occupancy Amendment	\$75.00	Each	No inspection
13.255	BINS	Business Occupancy Replacement of Certificate	\$20.00	Each	
13.255	BINS	Business Occupancy Conditional Permit	\$100.00	Each	
13.255	BINS	Business Occupancy Extension of Conditional Permit	\$50.00	Each	
13.255	BINS	Occupying Business Without Permit		Each	Triple permit fee
13.255	BINS	Temporary Occupancy Permit	\$100.00	Each	
13.255	BINS	Cancellation of a Business Occupancy more than 24 hours prior to the scheduled inspection appointment			Fees in excess of \$50.00 may be refunded
13.255	BINS	Occupancy Letter of Completion	\$50.00	Each	

SECTION 13: AMENDMENT “Occupancy” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Occupancy

Section	Department	Fee Type	Fee	Units/Duration	Comments
13.255	BINS	Occupancy Multi-Family, condominium, Hotel, Apartments, and Similar	\$15.00	Unit	
13.255	BINS	Occupancy or change of owner/tenant of manufactured home	\$35.00	Each	
13.255	BINS	Temporary Occupancy	\$100.00	Building	

SECTION 14: AMENDMENT “Electric” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Electric

Section	Department	Fee Type	Fee	Units/Duration	Comments
14.75	BINS	Service and service disconnect	\$50.00	100 Amps	Round up for fractional
14.75	BINS	Feeders and sub-feeders	\$20.00	100 Amps	Round up for fractional
14.75	BINS	Temporary wiring installation for construction, fire damage, etc.	\$85.00	Each	
14.75	BINS	Change, alter, repair electrical installations, business occupancy and orders, or where none of the below specific fees apply	\$100.00	Each	
14.75	BINS	Devices switches, receptacles, etc.	\$2.00	Each	Over 50 volts
14.75	BINS	Dimmers, occupancy sensors, surge protectors	\$3.00	Each	
14.75	BINS	Luminaries (light fixtures) New	\$3.00	Each	Important Note: Lighting plan review required for new

		or replacement			fixtures added in commercial buildings
14.75	BINS	Emergency lighting exit/egress lighting	\$5.00	Each	Important Note: Egress lighting performance testing required for new installations where (2) or more exits are required.
14.75	BINS	Fire alarm, smoke detectors, horn strobe, pull station, control panels and other similar devices	\$5.00	Each	Additional Fire Department permit required
14.75	BINS	Data, phone, CATV, POE devices, cameras, doorbells ETC.	\$3.00	Each	Under 50 volts
14.75	BINS	Ceiling fans, ventilation fans and similar	\$5.00	Each	Under 1 HP
14.75	BINS	Motors (over 1 HP)	\$5.00	Each	\$1.00 each PH over 2 HP (\$50.00 max per motor)
14.75	BINS	Appliances and receptacles over 20 Amps; aka: Ranges, ovens, built-in microwaves, clothes dryers, dishwashers, disposals, electric water heaters, hand dryers and other similar appliances (other than furnaces and a/c)	\$7.00	Each	
14.75	BINS	Gas, electric, solid and liquid fuel furnaces, boilers, air conditions/refrigeration units, air handlers, and related wiring	\$30.00	Unit	Other than roof top units
14.75	BINS	Swimming pool, spa, hot tub	\$60.00	Each	Including wiring, grounding and related receptacles/lighting
14.75	BINS	Special equipment: Hydro massage bathtubs, tanning beds, medical equipment, fuel dispensers, or equipment	\$30.00	Each	
14.75	BINS	Electric space heating, baseboard systems, etc.	\$10.00	Zone	

14.75	BINS	Commercial electric inline duct VAV system heaters	\$30.00	Unit	Informational Note: Working clearance required to service the units; VAV's, furnaces, air conditions, and RTU's
14.75	BINS	Commercial (roof top) heating/air conditioner/ventilation/refrigeration (motor included)	\$100.00	Unit	
14.75	BINS	Transformers, generators (non-emergency), reactors, rectifiers, capacitors, converters, inverters, and UPS	\$30.00	Per 100 KW	
14.75	BINS	Wire ways, busways, aux gutters, overhead and underground cable tray/duct	\$1.00	Linear Foot	
14.75	BINS	Solar/wind systems	\$5.00	Per 2 KW	
14.75	BINS	Electric signs (LED, neon, fluorescent, incandescent, combination or other)	\$30.00	Each	
14.75	BINS	Emergency systems: Fire pumps, emergency generator, legally required systems	\$100.00	Per 100 KW of nameplate rating	Round up for fractional
14.75	BINS	Emergency generator acceptance testing 4 hr	\$200.00	Each during normal working hours	For after work hours see after hours inspection
14.75	BINS	Special inspection after work hours 2 hr maximum	\$200.00	Each	
14.75	BINS	Re-inspection or failure to call for inspection prior to concealment and/or failure to call for final inspection	\$100.00	Per occurrence	
14.75	BINS	work started prior to electrical permit being issued	\$300.00	Minimum	Three time permit fee if exceeds \$300.00
14.75	BINS	Minimum charge for any permit	\$85.00	Each	One- or Two-family; \$100.00 for all other

14.75	BINS	Special inspection and written report in response to written inquiries	\$200.00	Per report	
14.75	BINS	Permit refund			Excepting plan review, initiation, or special fees, that portion of an electrical permit in excess of \$100.00 is eligible to be refunded to the permit holder for work not yet started.
14.75	BINS	The director may waive or reduce the fees of any permit upon proper cause			

Pursuant to 14.75 of the West Allis Municipal Code				
Department	Fee Type	Fee	Units/Duration	Comments
BINS	Air Conditioner (One- or Two-Family)	\$20.00	Each	
BINS	Air Conditioner (Other than One- or Two-Family)	\$50.00	Each	
BINS	Capacitor or Converter	\$50.00	Each	
BINS	Data, phone, CATV, POE devices, cameras, doorbells ETC.	\$3.00	Each	
BINS	Dimmer	\$5.00	Each	
BINS	Dishwasher, Dryer, Furnace, Garbage Disposal, Microwave (Built-in), Oven, Range, Water Heater (Electrical), Welding Outlet and similar appliances	\$15.00	Each	
BINS	Emergency lighting exit/egress lighting	\$5.00	Each	
BINS	Fan and Motor	\$10.00	Each	
BINS	Feeder 0-400 Amps	\$40.00	Each	
BINS	Feeder 401-600 Amps	\$100.00	Each	
BINS	Feeder 601-800 Amps	\$140.00	Each	
BINS	Feeder 801 Amps or More	\$180.00	Each	
BINS	Fire Alarm Panel	\$100.00	Each	
BINS	Fire Alarm Initiating Device	\$7.00	Each	
		\$150.00		

BINS	Fire Pump	0	Each	
BINS	Fixtures, Appliances or Equipment Not Otherwise Specified	\$50.00	Each	
BINS	Fure Pump Controller	\$75.00	Each	
BINS	Generator 0-5 KW	\$20.00	Each	
BINS	Generator 6-15 KW	\$30.00	Each	
BINS	Generator 16-30 KW	\$75.00	Each	
BINS	Generator 31-100 KW	\$100.00	Each	
BINS	Generator 101 KW or More	\$250.00	Each	
BINS	Heater (Electric)	\$1.00	per KW	
BINS	Hot Tub, Swimming Pool, Whirlpool Tub	\$60.00	Each	
BINS	Fuel Pump	\$30.00	Each	
BINS	Luminaire (New or Replacement)	\$6.00	Each	
BINS	Luminaire (Repair or Reballasting)	\$2.00	Each	
BINS	Machinery Not Otherwise Specified	\$50.00	Each	
BINS	Motor 0-2 HP	\$5.00	Each	
BINS	Motor 2.1-10 HP	\$15.00	Each	
BINS	Motor 10.1-20 HP	\$35.00	Each	
BINS	Motor 20.1-50 HP	\$70.00	Each	
BINS	Motor 50.1-100 HP	\$150.00	Each	
BINS	Motor 100.1-150 HP	\$250.00	Each	
BINS	Motor 150.1 HP or More	\$300.00	Each	
BINS	Motor Control	\$35.00	Each	
BINS	Outlet, Switch, Receptacle, Similar Device	\$2.00	Each	
BINS	Reactor or Rectifier	\$50.00	Each	
BINS	Refrigeration (Commercial)	\$30.00	Each	
BINS	Service 0-400 Amps (One Service Switch)	\$100.00	Each	
BINS	Service 401-600 Amps (One Service Switch)	\$110.00	Each	
BINS	Service 601-800 Amps (One Service Switch)	\$120.00	Each	
BINS	Service 801-1000 Amps (One Service Switch)	\$130.00	Each	
BINS	Service 1001 Amps or More (One Service Switch)	\$140.00	Each	
BINS	Service Over 600 Volts	\$200.00	Each	
BINS	Service Switch (Additional)	\$25.00	Each	
BINS	Sign	\$30.00	Each	

BINS	Solar Photovoltaic 0-20 KW	\$70.00	Each	
BINS	Solar Photovoltaic 20.1-35 KW	\$100.00	Each	
BINS	Solar Photovoltaic 35.1-50 KW	\$150.00	Each	
BINS	Solar Photovoltaic 50.1-75 KW	\$200.00	Each	
BINS	Solar Photovoltaic 75.1-100 KW	\$250.00	Each	
BINS	Solar Photovoltaic 100 KW or More	\$300.00	Each	
BINS	Sump Pump	\$5.00	Each	
BINS	Strip Lighting, Plug in Strips, Similar Systems	\$10.00	Each	
BINS	Temporary Wiring Installation	\$85.00	Each	
BINS	Time Clock	\$6.00	Each	
BINS	Transfer Switch	\$35.00	Each	
BINS	Transformer 1-10 KVA	\$7.50	Each	
BINS	Transformer 11-50 KVA	\$35.00	Each	
BINS	Transformer 51-100 KVA	\$75.00	Each	
BINS	Transformer 101-200 KVA	\$150.00	Each	
BINS	Transformer 201-300 KVA	\$250.00	Each	
BINS	Transformer 301 KVA or More	\$350.00	Each	
BINS	Wireway, Busway, Underfloor Raceway, Gutter, Trough	\$10.00	Each	
BINS	Change, alter, repair electrical installations, business occupancy orders, code corrections, or where none of the other specific fees apply	\$100.00	Each	
BINS	Minimum Fee (One- or Two-Family)	\$85.00	Each	
BINS	Minimum Fee (Other than One- or Two-Family)	\$110.00	Each	

SECTION 15: AMENDMENT “Plumbing” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Plumbing

Section	Department	Fee Type	Fee	Unit/Duration	Comments

16.62	BINS	General - Base Fee - Residential one- and two-family: New Building	\$150.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	General - Base Fee - Residential one- and two-family: Addition or Alteration	\$75.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	General - Base Fee - Residential three-or-more-family: New Building	\$150.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	General - Base Fee - Residential three-or-more-family: Addition or Alteration	\$75.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	General - Base Fee - Nonresidential, commercial, industrial or institutional: New Building or Addition	\$150.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	General - Base Fee - Nonresidential, commercial, industrial or institutional: Alteration	\$75.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
16.62	BINS	Water system new connection to main	\$75.00	Each	Includes first inspection and test
16.62	BINS	Water system lateral or private main	\$75.00	Each	Includes first inspection and test
16.62	BINS	Water system repair or terminate system	\$75.00	Each	Includes first inspection and test
16.62	BINS	Sanitary sewer system new connection to main	\$75.00	Each	Includes first inspection and test
16.62	BINS	Sanitary sewer system lateral or private main	\$75.00	100 linear feet or fraction	Includes first inspection and test

16.62	BINS	Sanitary sewer system sanitary building drain system	\$75.00	100 linear feet or fraction	Includes first inspection and test
16.62	BINS	Sanitary sewer system catch basin/site drain	\$50.00	Each	Includes first inspection and test
16.62	BINS	Sanitary sewer system repair or terminate system	\$75.00	Each	Includes first inspection and test
16.62	BINS	Storm sewer system new connection	\$75.00	Each	Includes first inspection and test
16.62	BINS	Storm sewer system lateral or private main	\$75.00	100 linear feet or fraction	Includes first inspection and test
16.62	BINS	Storm sewer system storm building drain system	\$75.00	100 linear feet or fraction	Includes first inspection and test
16.62	BINS	Storm sewer system catch basin - parking lot	\$50.00	Each	Includes first inspection and test
16.62	BINS	Storm sewer system catch basin - garage	\$50.00	Each	Includes first inspection and test
16.62	BINS	Storm sewer system catch basin - yard type	\$25.00	Each	Includes first inspection and test
16.62	BINS	Storm sewer system repair or terminate system	\$75.00	Each	Includes first inspection and test
16.62	BINS	Fixtures and Fixture Outlets: This schedule shall apply to the following list of fixtures or appliances and includes first inspection: sinks, dishwashers, garbage disposals, bath tubs, showers, wash basins, wsh fountains, laundry tubs, automatic washer valves, water closets, urinals, refrigerators, counters, deep freeze cases, drink fountains, bars, soda fountains, funnel connections, water softeners, water filters, sill cocks, water-cooled air conditioners,	\$15.00	Per Outlet	New remodel or capping

		or any other appliances connected with the water supply or drainage system, floor drains, area drains, catch basins, oil separators, grease traps, manholes, sampling manholes, sumps, ejectors, drain tile receivers, roof drains, conductors, or any receptacle discharging waste into sanitary or storm sewer systems and any other fixture or plumbing device not listed herewith			
16.62	BINS	Homeowner replacement fixtures per RMC 16.52(2)	\$25.00	Each	
16.62	BINS	Affidavit permit one- or two-family use properties only for single fixture or appliance replacement.	\$50.00	Each	No inspection required
16.62	BINS	Commercial well	\$100.00	Each	
16.62	BINS	Well abandonment	\$75.00	Each	Includes first inspection
16.62	BINS	Well operation permit	\$75.00	Each	New and renewal
16.62	BINS	Septic system abandonment	\$75.00	Each	Includes first inspection
16.62	BINS	Cross-connection inspection and reinspection - Residential use, one- and two-family	\$75.00	Each	No other plumbing work
16.62	BINS	Cross-connection inspection and reinspection - Residential use, three-or-more-family	\$150.00	Each	No other plumbing work
16.62	BINS	Cross-connection inspection and reinspection - Nonresidential, commercial, industrial or institutional	\$200.00	Each	No other plumbing work
16.62	BINS	Reinspection	\$75.00	Inspection	
16.62	BINS	Inspection request for nonworking hours (overtime)	\$200.00	Inspection	Fee shall be paid prior to inspection. Charge includes up to two (2) hours inspection time

16.62	BINS	Work started before permit issued (except emergencies)			Triple fee
16.62	BINS	Minimum permit fee - One- or two-family use properties	\$75.00	Each	
16.62	BINS	Minimum permit fee - Non-one- or two-family use properties	\$100.00	Each	
16.62	BINS	Plan Review - Non-one- and two-family properties: Fees shall be assessed in accordance with the DSPS Code Section SPS 302.64			
16.62	BINS	Plan Review - One- and two-family properties	\$40.00	per 0.5 hour	
16.62	BINS	Priority plan review			5 times the plan review fee
16.62	BINS	Priority plan review fee for footing/foundation			2 times the plan review fee
16.62	BINS	Revision to a previously approved plan	\$75.00	Each	
16.62	BINS	Special inspection with written report	\$200.00	Per report	
16.62	BINS	Permit Refund			Excepting plan review fee or special fees, that portion in excess of one hundred dollars (\$100) is eligible to be refunded to the permit holder for work not started.
16.62	BINS	The director of the Department may waive or reduce the fee of any permit upon proper cause. Permit fees for City work by City plumber is waived			

Pursuant to 16.62 of the West Allis Municipal Code

Department	Fee Type	Fee	Unit/Duration	Comments
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BINS	Minimum Permit Fee (One- or Two-Family)	\$80.00	Each	
BINS	Minimum Permit Fee (Other than One- or Two-Family)	\$105.00	Each	
BINS	Base Fee - (New Construction)	\$160.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
BINS	Base Fee - (Addition or Alteration)	\$80.00	Each	Applies to each permit, except affidavit permit. Includes cross-connection inspection of property when required.
BINS	Affidavit permit per RMC 16.63	\$55.00	Each	No inspection required
BINS	Building Drain System (Sanitary or Storm)	\$80.00	100 lf or fraction	Includes first inspection and test
BINS	Catch Basin - Parking Lot or Sanitary Site Drain	\$80.00	Each	Includes first inspection and test
BINS	Catch Basin - Garage	\$55.00	Each	Includes first inspection and test
BINS	Catch Basin - Yard Type	\$30.00	Each	Includes first inspection and test
BINS	Change, alter, repair plumbing installations, business occupancy orders, code corrections, or where none of the other specific fees apply	\$100.00	Each	
BINS	Connection to Main (Water, Sanitary or Storm)	\$80.00	Each	Includes first inspection and test
BINS	Cross-connection inspection and reinspection (Multi-Family)	\$160.00	Each	No other plumbing work
BINS	Cross-connection inspection and reinspection (Nonresidential)	\$210.00	Each	No other plumbing work
BINS	Cross-connection inspection and reinspection (One- or Two-Family)	\$80.00	Each	No other plumbing work
BINS	Fixtures and Fixture Outlets such as a(n): Air Admittance Valve, Area Drain, Automatic Washer Valve, Bath Tub, Conductor, Deep Freeze Case, Dishwasher, Drain Tile Receiver, Drinking Fountain, Ejector, Floor Drain, Funnel Connection, Garbage Disposal, Grease Trap, Laundry Tub, Manhole, Oil Separator, Refrigerator, Roof Drain, Sampling Manhole, Shower, Sill Cock, Sink, Soda Fountain, Sump Crock, Urinal, Wash Basin, Wash Fountain, Water Closet, Water-Cooled Air Conditioner, Water Filter, Water Softener, Wet Bar, or Other Similar Appliance Connected with the Water Supply or Discharging into the Drainage System Not Mentioned,	\$16.00	Per Outlet	New remodel or capping

BINS	Homeowner replacement fixtures per RMC 16.52(2)	\$27.00	Each	
BINS	Lateral or Private Main (Water, Sanitary or Storm)	\$80.00	100 lf or fraction	Includes first inspection and test
BINS	Repair of Piping (Water, Sanitary or Storm)	\$80.00	Each	Includes first inspection and test
BINS	Septic system abandonment	\$80.00	Each	Includes first inspection
BINS	Termination (Water, Sanitary or Storm)	\$80.00	Each	Includes first inspection and test
BINS	Well abandonment	\$80.00	Each	Includes first inspection
BINS	Well (Commercial)	\$110.00	Each	
BINS	Well operation permit	\$80.00	Each	New and renewal
BINS	Plan Review (One- or Two-Family)	\$45.00	per 0.5 hour	
BINS	Plan Review (Other than One- or Two-Family)			Fees shall be assessed in accordance with SPS 302.64
BINS	Priority plan review			Triple the plan review fee
BINS	Priority plan review for footing/foundation			Double the plan review fee
BINS	Revision to a previously approved plan	\$80.00	Each	

SECTION 16: **AMENDMENT** “Signs” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Signs

Sect ion	Depar tment	Fee Type	Fee	Units/Du ration	Comments
13.2 55	BINS	Signs Permanent Wall or Monument	\$50.00	Each	50 sf or less
13.2 55	BINS	Signs Permanent Wall or Monument	\$100.0 0	Each	More than 50 sf to 100 sf
13.2 55	BINS	Signs Permanent Wall or Monument	\$150.0 0	Each	More than 100 sf to 200 sf
13.2 55	BINS	Signs Permanent Wall or Monument	\$200.0 0	Each	More than 200 sf
13.2 55	BINS	Canopies or Awnings	\$75.00	Canopy or Awning	Maximum per building \$225.00
13.2 55	BINS	Temporary Signs	\$50.00	Each	
13.2 55	BINS	Sandwich Board Sign	\$100.0 0	Each	Annual fee
13.2 55	BINS	Annual Sign Maintenance Inspection fee	\$50.00	Sign	Annual fee
13.2 55	BINS	Annual Billboard Sign Maintenance Inspection fee	\$80.00	Billboard	Annual fee
13.2 55	BINS	Late Sign Maintenance Inspection fee		Sign	Triple fee

SECTION 17: **AMENDMENT** “Plan Review” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Plan Review

Sect ion	Depar tment	Fee Type	Fee	Units/ Durati on	Comments
13.2 55	BINS	Residential Plan Review New Dwelling	\$500. 00	Dwelli ng	Includes DSPTS Permit Seal
13.2		Residential Plan Review New	\$150.		

55	BINS	Manufactured Home	00	Unit	In manufactured home park
13.2 55	BINS	Residential Plan Review Additions	\$50.0 0	Each	150 sf or less
13.2 55	BINS	Residential Plan Review Additions	\$100. 00	Each	More than 150 sf to 400 sf
13.2 55	BINS	Residential Plan Review Additions	\$150. 00	Each	More than 400 sf
13.2 55	BINS	Residential Plan Review Alterations or Repairs	\$50.0 0	Each	400 SF or less
13.2 55	BINS	Residential Plan Review Alterations or Repairs	\$100. 00	Each	More than 400 sf to 1,000 sf
13.2 55	BINS	Residential Plan Review Alterations or Repairs	\$150. 00	Each	More than 1,000 sf
13.2 55	BINS	Residential Plan Review Decks	\$50.0 0	Each	
13.2 55	BINS	Residential Plan Review Revisions to previously approved plans	\$50.0 0	Each	
13.2 55	BINS	Residential Plan Review Footings and Foundations Early Start	\$100. 00	Each	
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$50.0 0	Each	Minor Plan Review as determined by Building Inspector of Plan Reviewer
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$200. 00	Each	2,500 sf or less
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$350. 00	Each	More than 2,500 sf to 5,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$600. 00	Each	More than 5,000 sf to 10,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including	\$800. 00	Each	More than 10,000 sf to 20,000 sf

		Accessory Buildings			
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$1,20 0.00	Each	More than 20,000 sf to 30,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$1,60 0.00	Each	More than 30,000 sf to 40,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$2,10 0.00	Each	More than 40,000 sf to 50,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$2,90 0.00	Each	More than 50,000 sf to 75,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$3,60 0.00	Each	More than 75,000 sf to 100,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$6,00 0.00	Each	More than 100,000 sf to 200,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$10,5 00.00	Each	More than 200,000 sf to 300,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$15,5 00.00	Each	More than 300,000 sf to 400,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$18,5 00.00	Each	More than 400,000 sf to 500,000 sf
13.2 55	BINS	Commercial Plan Review New Construction, Additions and Alterations; Including Accessory Buildings	\$20,0 00.00	Each	More than 500,000 sf
13.2		Commercial Mechanical Plan	\$50.0		Minor plan review as

55	BINS	Review	0	Each	determined by Building Inspector or Plan Reviewer
13.2 55	BINS	Commercial Mechanical Plan Review	\$150.00	Each	2,500 sf or less
13.2 55	BINS	Commercial Mechanical Plan Review	\$250.00	Each	More than 2,500 sf to 5,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$350.00	Each	More than 5,000 sf to 10,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$450.00	Each	More than 10,000 sf to 20,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$600.00	Each	More than 20,000 sf to 30,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$900.00	Each	More than 30,000 sf to 40,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$1,200.00	Each	More than 40,000 sf to 50,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$1,600.00	Each	More than 50,000 sf to 75,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$2,200.00	Each	More than 75,000 sf to 100,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$2,900.00	Each	More than 100,000 sf to 200,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$6,700.00	Each	More than 200,000 sf to 300,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$9,800.00	Each	More than 300,000 sf to 400,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$12,000.00	Each	More than 400,000 sf to 500,000 sf
13.2 55	BINS	Commercial Mechanical Plan Review	\$13,500.00	Each	More than 50,000 sf
13.2 55	BINS	Commercial Plan Review Decks	\$50.00	Each	
13.2 55	BINS	Commercial Plan Review Revisions Minor	\$75.00	Each	
13.2 55	BINS	Commercial Plan Review Revisions Major	\$15.00	Each	
13.2		Commercial Plan Review	\$75.0		

55	BINS	Lighting Plans	0	Each	10,000 sf of lit area or less
13.2 55	BINS	Commercial Plan Review Lighting Plans	\$150. 00	Each	More than 10,000 sf of lit area to 50,000 sf of lit area
13.2 55	BINS	Commercial Plan Review Lighting Plans	\$300. 00	Each	More than 50,000 sf of lit area to 100,000 sf of lit area
13.2 55	BINS	Commercial Plan Review Lighting Plans	\$500. 00	Each	More than 100,000 sf of lit area
13.2 55	BINS	Commercial Plan Review Footings and Foundations Early Start	\$100. 00	Each	10,000 sf or less
13.2 55	BINS	Commercial Plan Review Footings and Foundations Early Start	\$250. 00	Each	More than 10,000 sf
13.2 55	BINS	Commercial Plan Review Priority		Each	Three times standard plan review fee; \$500.00 minimum
13.2 55	BINS	Commercial Plan Review Resubmittal of Rejected Plans		Each	One half of standard plan review fee
13.2 55	BINS	Residential Plan Exam Code Consultant Fee	\$75.0 0	Hour or portion of an hour	Minimum \$100.00
13.2 55	BINS	Commercial Plan Exam Code Consultant Fee	\$100. 00	Hour or portion of an hour	Minimum \$150.00

SECTION 18: **ADOPTION** “Planning” of the City Of West Allis Fee Schedule is hereby *added* as follows:

ADOPTION

Planning(*Added*)

Department	Fee Type	Fee	Unit/Duration	Comments
Planning	Special Use Permit review	\$525.00		
Planning	Site, Landscaping and Architectural Design review 1	\$125.00		
Planning	Site, Landscaping and Architectural Design review 2	\$275.00		
Planning	Site, Landscaping and Architectural Design review 3	\$525.00		
Planning	Site, Landscaping and Architectural Design review amendment	\$125.00		
Planning	Extension of time	\$275.00		
Planning	Sign Review	\$125.00		
Planning	Sign Appeal	\$125.00		
Planning	Rezoning Request/or Ord Amendment	\$600.00		
Planning	Planned Development District Overlay	\$1525.00		
Planning	Certified Survey Map	\$750.00		
Planning	Right of Way Vacation/Discontinuance	\$525.00		
Planning	Formal Zoning Verifications	\$225.00		

SECTION 19: AMENDMENT “Fire Inspection And Permit Fees” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

AMENDMENT

Fire Inspection And Permit Fees

Section	Fee Category	Department	Type of Fee	Fee	Units/Duration	Comments
Fire protection systems						
5.17	Fire Inspection and Permit Fees	Fire	Plan Review - 50 or less fixtures	\$25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Plan Review - More than 50 fixtures	\$50 100.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection - 50 or less fixtures	\$5 10.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection - More than 50 fixtures	\$1 20.00	each	
Fire suppression systems (to include sprinklers, standpipes and first aid stations)						

5.17	Fire Inspection and Permit Fees	Fire	Plan Review - Alterations to existing systems up to 15 heads	No charge	\$50.00 each	
5.17	Fire Inspection and Permit Fees	Fire	Plan Review - New construction and additions to existing systems - 1 - 250 heads or fixtures	\$2550.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Plan Review - New construction and additions to existing systems - Each additional 100 heads or fixtures or fraction thereof over 250	\$10.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection - 100 or less heads or fixtures	\$1050.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection - Over 100 heads or fixtures	\$2100.00	each	
Fire suppression systems (to include halon, carbon dioxide, dry chemical, water spray and foam systems)						
5.17	Fire Inspection and Permit Fees	Fire	Plan Review	\$2550.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection	\$50100.00	each	
Smoke ventilation systems						
5.17	Fire Inspection and Permit Fees	Fire	Plan Review	\$2550.00	each	
5.17	Fire Inspection	Fire	Site Inspection	\$501	each	

	and Permit Fees			00.00		
Hood and duct ventilation and suppression systems						
5.17	Fire Inspection and Permit Fees	Fire	Plan Review	\$ 25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection	\$ 50 100.00	each	
Spray booths, dip tank operations and flammable liquid spray areas						
5.17	Fire Inspection and Permit Fees	Fire	Plan Review	\$ 25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Site Inspection	\$ 50 100.00		
Other Fire Inspection and Permit Fees						
5.17	Fire Inspection and Permit Fees	Fire	Fire Department Permit Initiation Fee	\$1 0 5.00	permit	To be deposited to a revenue account of the Department of Building Inspections for administration of the permit.
5.17	Fire Inspection and Permit Fees	Fire	Hydrant flow test	\$ 25 50.00	hydrant	
5.17	Fire Inspection and Permit Fees	Fire	Liquid storage tanks - Plan review not approved by WI DSPPS	\$ 50 100.00	plan	
5.17	Fire Inspection and Permit Fees	Fire	Liquid storage tanks - New, replacement, removal or abandonment per tank	\$150.00	1,000 gallons or fraction thereof	\$50.00 minimum/\$150.00 maximum

5.17	Fire Inspection and Permit Fees	Fire	Pressure piping systems or vapor recovery systems for flammable and combustible liquids, new and altered systems utilizing pressure piping or suction system	\$100.00 1% of the cost to install	each	\$50.00 minimum
5.17	Fire Inspection and Permit Fees	Fire	Pumps for flammable liquids, new, replacement or alteration	\$10.00	pump, dispenser or nozzle	\$50.00 minimum
5.17	Fire Inspection and Permit Fees	Fire	LP tanks - temporary installation	\$25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Temporary storage of explosives	\$25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Cutting/Welding	\$25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Blasting	\$25 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Tents - 400 sq. ft. or more	\$20 50.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Petition for variance	\$50 100.00	petition	
5.17	Fire Inspection and Permit Fees	Fire	Indoor car exhibition	\$25 50.00	car	
	Fire					

5.17	Inspection and Permit Fees	Fire	Removal of underground storage tank (nonresidential)	\$ 1 20 0.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Liquid storage tank ILHR 10 permit	\$ 5 10 0.00	each	
5.17	Fire Inspection and Permit Fees	Fire	Special inspections requiring written response	\$ 1 20 0.00	inspection	
5.17	Fire Inspection and Permit Fees	Fire	Reinspection	see note		In the event additional inspections are necessary because of failure to meet at an appointed time or by reason of faulty, incomplete or defective work, a fee equal to the original fee will be charged.
5.17	Fire Inspection and Permit Fees	Fire	Special Plan Review or Inspections	see note		During nonworking hours, time and one-half of the normal hourly rate of Inspector assigned, three hours minimum. The fee shall be paid prior to the review or inspection

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis

Link to Budget

<https://wi-westallis2.civicplus.com/DocumentCenter/View/16001/2021-Budget-V1>

INVOICE

Daily Reporter Publishing Company

Wisconsin's Construction News Source Since 1897

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 Milwaukee, WI 53202-4900
 1 (414) 276-0273
 www.dailyreporter.com

City of West Allis

7525 W Greenfield Ave
 West Allis, WI 53214-4648

Account #	10093332
Invoice Date	10/16/2020
Invoice #	744852567
Order #	11927815
Terms	NET 30
PO/Case #	
Salesrep	

Days/Inserts	Description	Size/Qty	Unit Price	Amount
1	<p>City of West Allis 2021 Budget Section: Government Category: Other 11927815/10-19</p> <hr/> <p>Daily Reporter (WI) Government / Other City of West Allis 2021 Budget Section: Government Category: Other 11927815/10-19 10/19/2020 -Base Charge</p> <p>ACH payments can be made to: Daily Reporter Publishing Company - US BANK, ABA#123000848, Acct#153910281259 Or call 1-866-802-8214 to setup payments.</p>	3 col x 10.89in 11 wrd / 7 ln		256.37
TOTAL DUE				256.37

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Account #	Customer	Bill Attention	Invoice #	Invoice Date	Total Due
10093332	City of West Allis		744852567	10/16/2020	256.37



M M Y Y

_____ / _____
 CARD NUMBER

_____ / _____ Security Code: _____
 EXP. DATE

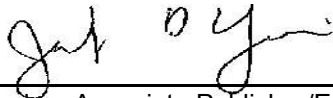
Charge My Credit Card \$ _____ CUSTOMER SIGNATURE _____

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Oct. 19, 2020

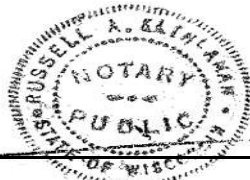


Joe Yovino, Associate Publisher/Editor

Sworn to me this 19th day of October 2020



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



PROOF OF PUBLICATION

AFFIDAVIT OF PUBLICATION

CITY OF WEST ALLIS, WISCONSIN
 NOTICE OF PUBLIC HEARING - 2021 BUDGET
 WEST ALLIS CITY HALL, 7525 W GREENFIELD AVENUE, WEST ALLIS, WI

NOTICE IS HEREBY GIVEN, in accordance with Section 65.90(3) Wisconsin Statutes, that a Public Hearing will be held on Wednesday, November 4, 2020 at 7:00 P.M. or shortly thereafter on the proposed City of West Allis Budget for the year 2021, as recommended by the Mayor. Any resident or taxpayer shall have the opportunity to be heard thereon. A summary of the proposed Budget is published herewith and a copy of the complete proposed Budget is available for public inspection at the West Allis City Hall and the West Allis Public Library during normal business hours.

2021 BUDGET SUMMARY

	2019	2020	2020	2021	%
*****GENERAL FUND*****	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ESTIMATED</u>	<u>PROPOSED</u>	<u>CHANGE</u>
FUND BALANCE, JANUARY 1	\$45,563,794	\$45,805,232	\$45,805,232	\$46,474,306	
EXPENDITURES					
General Government	\$9,104,290	\$10,485,826	\$9,841,643	\$11,207,729	6.88%
Public Safety	34,953,063	35,323,106	34,769,770	35,980,398	1.86%
Public Works	11,171,174	12,017,846	11,031,592	12,170,074	1.27%
Health, Culture, Recreation	4,539,611	4,871,722	4,054,757	4,692,913	-3.67%
Transfers Out	2,692,718	0	0	0	
TOTAL EXPENDITURES	\$62,460,856	\$62,698,500	\$59,697,762	\$64,051,114	2.16%
REVENUES					
Taxes (other than property)	\$1,489,420	\$1,449,600	\$1,464,270	\$1,479,600	2.07%
Intergovernmental Grants & Aids	12,552,446	12,724,600	12,631,575	12,805,229	0.63%
Licenses, Permits, Fees	1,911,428	1,993,100	1,578,915	1,959,635	-1.68%
Penalties & Forfeitures	2,210,456	1,520,000	1,435,872	1,670,000	9.87%
Charges for Services	4,287,878	3,931,100	3,394,389	3,987,350	1.43%
Miscellaneous Revenues	3,111,982	1,644,200	1,225,541	1,574,400	-4.25%
Other Financing Sources	1,694,203	2,528,300	1,728,674	2,478,300	-1.98%
TOTAL REVENUES	\$27,257,813	\$25,790,900	\$23,459,236	\$25,954,514	0.63%
AMOUNT TO BE RAISED BY PROPERTY TAX	\$35,444,481	\$36,907,600	\$36,907,600	\$38,096,600	3.22%
FUND BALANCE, DECEMBER 31	\$45,805,232	\$45,805,232	\$46,474,306	\$46,474,306	

SUMMARY OF ALL GOVERNMENTAL AND PROPRIETARY FUNDS

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>ENTERPRISE</u>
Estimated Fund Balance, January 1	\$46,474,306	\$240,723	\$99,525,957
Tax Levy	38,096,600	4,147,649	43,000
Other Revenues	25,954,514	-	24,205,050
Total Revenue	64,051,114	4,147,649	24,248,050
Expenditures	(64,051,114)	(4,327,649)	(21,771,518)
Revenue over/(under) Expenditures	-	-	2,476,532
Fund Balance, December 31	\$46,474,306	\$60,723	\$102,002,489
	<u>INTERNAL</u>	<u>ALL OTHER</u>	<u>SUMMARY</u>
	<u>SERVICE</u>	<u>GOV FUNDS</u>	<u>ALL FUNDS</u>
Estimated Fund Balance, January 1	\$9,060,734	\$10,845,956	\$166,147,676
Tax Levy	2,000,000	-	44,287,249
TIF Tax Levy	-	2,363,106	2,363,106
Other Revenues	14,336,500	27,918,367	92,414,431
Total Revenue	16,336,500	30,281,473	139,064,786
Expenditures	(16,286,200)	(30,472,753)	(136,909,234)
Revenue over/(under) Expenditures	50,300	(191,280)	2,335,552
Fund Balance, December 31	\$9,111,034	\$10,654,676	\$168,303,228

There are no significant proposed increases or decreases to the current year budget due to new or discontinued activities or functions pursuant to 65.90(3)(bm), Wisconsin Statutes.

OUTSTANDING GENERAL OBLIGATION DEBT

	<u>12/31/2018</u>	<u>12/31/2019</u>	<u>12/31/2020</u>
	\$73,255,731	\$86,873,200	\$76,830,838

Dated at West Allis, Wisconsin
 this 15th day of October, 2020

Kris Moen
 Interim Finance Director/Comptroller

PUBLISH: Monday, October 19th, 2020

CLASS 1 NOTICE

11927815/10-19

RELOCATION ORDER

RE3006 LPA-8/97

Project CHR Hansen	Name of Road N/A	Highway N/A	County Milwaukee
Right of Way Plat Date 9-18-2020	Plat Sheet Numbers Drawing No. 163979-RMK	Date of Previously Approved Relocation Order NONE	

Description of Termini of Project

SITE LOCATION

Part of Lot 1 of Certified Survey Map No. 9207, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 4, Town 6 North, range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 of Certified Survey Map No. 9207; thence South 88° 41' 36" West along the South line of West Mitchell Street 587.75 feet to a point in the extension of the centerline of an easement recorded in Document No. 4871923; thence South 01° 05' 59" East along said centerline and its extension a distance of 132.00 feet to a point; thence South 39° 44' 59" East along said centerline 67.23 feet to a point; thence South 01° 05' 59" East along said centerline 22.74 feet to a point; thence South 89° 29' 52" West 10.00 feet to a point on the West line of said easement and the point of beginning of lands to be described; thence South 01° 05' 59" East along said West line 20.00 feet to a point; thence South 89° 29' 52" West 136.99 feet to a point; thence South 49° 30' 53" West 19.79 feet to a point; thence South 00° 46' 55" East 115.95 feet to a point; thence South 44° 20' 04" East 18.20 feet to a point; thence North 88° 07' 09" East 140.47 feet to a point in the West line of Easement Document No. 4871923; thence South 01° 05' 59" East along said West line 20.00 feet to a point; thence South 88° 07' 09" West 149.01 feet to a point; thence North 44° 20' 04" West 35.00 feet to a point; thence North 00° 46' 55" West 55.00 feet to a point; thence South 89° 13' 05" West 9.45 feet to a point; thence North 00° 46' 55" West 20.00 feet to a point; thence North 89° 13' 05" East 9.45 feet to a point; thence North 00° 46' 55" West 58.33 feet to a point; thence North 49° 30' 53" East 36.46 feet to a point; thence North 89° 29' 52" East 144.06 feet to the point of beginning.

Said land contains 9,482 square feet.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain water transmission and distribution facilities and similar water improvements, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 and 32.05(1), Wisconsin Statutes, the City of West Allis orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by the City of West Allis.
3. This order supersedes and amends any previous order issued by the the City of West Allis.

Dan Devine (Date)

Rebecca Grill (Date)

Mayor (Title)

City Administrator/Clerk (Title)

Document No.

**EASEMENT
AGREEMENT**

This space is reserved for recording data

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

451-1535-000

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT (*Agreement*) for a Water Main Easement granted by Chr. Hansen, Inc., hereinafter referred to as the "Grantor" to the CITY OF WEST ALLIS, a Wisconsin Municipal Corporation, hereinafter referred to as the "Grantee"

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the Property) and the Grantor is willing to grant an easement therefore on the terms and conditions hereof and the maintenance and operation of said water main and appurtenances by the Grantee.

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Exhibit A (the Easement Area) for the purposes of constructing, maintaining, repairing, rebuilding, and operating a water main and appurtenances through and along the premises hereinafter described and owned by the Grantor and such other utilities as the City may run through the Easement Area.

AGREEMENT:

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor for itself, its heirs, successors and assigns do hereby grant unto the Grantee, its successors and assigns, a perpetual easement over, under, through, along, and upon the lands described as follows:

Part of Lot 1 of Certified Survey Map No. 9207, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 4, Town 6 North, range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 of Certified Survey Map No. 9207; thence South 88° 41' 36" West along the South line of West Mitchell Street 587.75 feet to a point in the extension of the centerline of an easement recorded in Document No. 4871923; thence South 01° 05' 59" East along said centerline and its extension a distance of 132.00 feet to a point; thence South 39° 44' 59" East along said centerline 67.23 feet to a point; thence South 01° 05' 59" East along said centerline 22.74 feet to a point; thence South 89° 29' 52" West 10.00 feet to a point on the West line of said easement and the point of beginning of lands to be described; thence South 01° 05' 59" East along said West line 20.00 feet to a point; thence South 89° 29' 52" West 136.99 feet to a point; thence South 49° 30' 53" West 19.79 feet to a point; thence South 00° 46' 55" East 115.95 feet to a point; thence South 44° 20' 04" East 18.20 feet to a point; thence North 88° 07' 09" East 140.47 feet to a point in the West line of Easement Document No. 4871923; thence South 01° 05' 59" East along said West line 20.00 feet to a point; thence South 88° 07' 09" West 149.01 feet to a point; thence North 44° 20' 04" West 35.00 feet to a point; thence North 00° 46' 55" West 55.00 feet to a point; thence South 89° 13' 05" West 9.45 feet to a point; thence North 00° 46' 55" West 20.00 feet to a point; thence North 89° 13' 05" East 9.45 feet to a point; thence North 00° 46' 55" West 58.33 feet to a point; thence North 49° 30' 53" East 36.46 feet to a point; thence North 89° 29' 52" East 144.06 feet to the point of beginning.

Said land contains 9,482 square feet.

Drawing No. 163979-RMK

granting to the Grantee the right, permission, and authority to construct, maintain, operate, repair and rebuild a water main and appurtenances through, under and along the aforesaid lands:

1. Grant of Easement. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors to access to the property to continue the existing water main lines that run through the property and to maintain, repair, and/or replace such utility lines.
2. Repair of Easement Area. Grantee and its agents shall have the right to enter the aforesaid lands for the purpose of exercising the rights herein acquired, but the Grantee agrees to restore or cause to have restored, the surface of the aforesaid lands, as nearly as is reasonable possible, to the condition existing prior to such entry by the Grantee or its agent.
3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the water main or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.
4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property

shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.
6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.
8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Dated: _____

_____ (GRANTOR):

BY: _____

Name

Title

_____ (GRANTEE):

BY: _____

Name

Title

EXHIBIT

Part of Lot 1 of Certified Survey Map No. 9207, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 4, Town 6 North, range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

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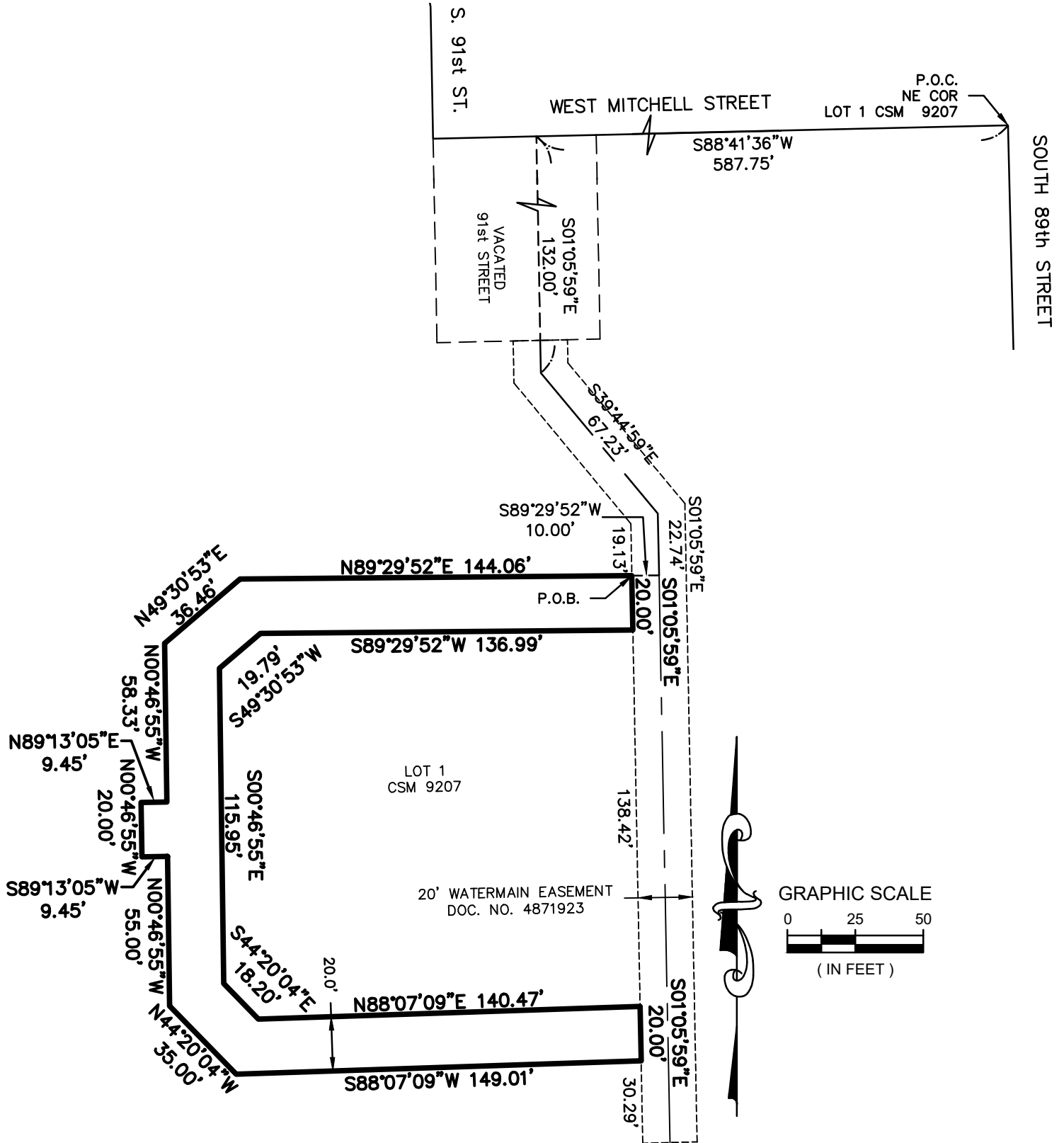
September 18, 2020

Drawing No. 163979-RMK

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

EXHIBIT



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

Beyond Lot Line and Within a Public Street Right-of-Way

Dominic Ambroselli, owner(s) of property located at 7200 West Greenfield Avenue, West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and on the City's right-of-way consisting of a bow window, brick façade and necessary foundation on that portion of the right-of-way on South 72nd Street and West Greenfield Avenue adjoining Lot 24, Block 7, Otjen Pullen & Shenners Subdivision, being a subdivision of the Southwest ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of said Lot 24; thence Northerly, 120.00 feet, along west right-of-way line of South 72nd Street; thence Easterly, 3.00 feet, at right angle to said right-of-way line; thence Southerly, 123.00 feet, parallel with said right-of-way line; thence Westerly, 47.00 feet, parallel with north right-of-way line of West Greenfield Avenue; thence Northerly, 3.00 feet, to the said north right-of-way line of West Greenfield Avenue; thence Easterly, 44.00 feet along north right-of-way line of West Greenfield Avenue to the Point of Beginning of this description. Tax Key No. 440-0350-000.

The Board of Public Works is satisfied that the granting of this privilege is not adverse to the public interest.

NOW, THEREFORE, Pursuant to the authority contained in Section 66.0425 of the Wisconsin Statutes, the Board of Public Works does hereby grant the above-described privilege, subject to the following terms and conditions:

1. Upon acceptance hereof, the Grantee(s) shall become primarily liable for damages to persons or property by reason of the granting of this privilege; and the Grantee(s) agree to hold the City harmless for any damage to their property resulting from snow plowing or snow removal operations.

2. The Grantee(s) shall be obligated to remove the encroachment upon ten (10) days notice by the State of Wisconsin or City of West Allis, and shall be entitled to no damages for removal of the encroachment. Grantee(s) grant permission to the City of West Allis to remove the encroachment if it is not removed pursuant to Sec. 66.0425(2), Wisconsin Statutes, the cost of which shall be at Grantee's expense. The cost of removal by the City shall be charged to Grantee and, if unpaid after thirty (30) days, assessed as a special charge under Sec. 66.0701, Wisconsin Statutes.

3. The Grantee(s), by acceptance hereof, waives any right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes.

4. Any third parties whose rights are interfered with by the granting of this privilege shall have a right of action against the Grantee(s) only.

5. No part of the bow window shall extend over the sidewalk below a height of thirteen (13) feet and no part of the bow window shall extend farther than four (4) feet over the public right-of-way of West Greenfield Avenue. The brick façade shall extend approximately 6 to 12 inches, but no farther than 12 inches, over the public right-of-way on West Greenfield Avenue and South 72nd Street.

6. The bow window, brick façade and necessary foundation shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Code.

7. Plans and specifications of any construction being performed in the public right-of-way, for which this privilege is granted, other than the bow window, brick façade and necessary foundation as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

8. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Bond with the City Clerk/Treasurer in the amount of One Thousand Dollars (\$1,000) and a Certificate of Insurance in the amount of at least Ten Thousand Dollars (\$10,000.00), in a form approved by the City Attorney, for damages to person or property by reason of the granting of this privilege. The City of West Allis

shall be named as an additional insured, as its interest may appear, on the certificate of insurance and endorsements. The insurance certificate and endorsement shall further provide that ten (10) day written notice to the City of West Allis shall be provided in the event of any material change, or cancellation of insurance coverage.

9. Grantee(s) shall pay to the City of West Allis as compensation for this privilege the sum of Fifty Dollars (\$50.00).

10. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Performance Bond referred to above. This privilege shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall then be required to extend grant of privilege.

11. This privilege shall be binding upon and inure to the benefit of the Grantee(s), their respective heirs, successors and assigns.

Dated at West Allis, Wisconsin, this ____ day of _____, 20__.

CITY OF WEST ALLIS

BY: _____
Dan Devine, Mayor

Approved as to form this 15 day
of October, 2020.

BY: _____
Rebecca Grill, City Clerk



City Attorney

ACCEPTED BY:

By: 

Dominic Ambroselli

Date: 10/3/2020

**CITY OF WEST ALLIS
RESOLUTION R-2020-0648**

**RESOLUTION TO GRANT A PRIVILEGE FOR ENCROACHMENT (MAJOR) TO
NEW OWNER DOMINIC AMBROSELLI FOR PROPERTY LOCATED AT 7200 W.
GREENFIELD AVE. (TAX KEY NO. 440-0350-000)**

WHEREAS, by Resolution No. R-2005-0156, adopted May 3, 2005, the City of West Allis granted to Edward A. and Penny A. Wistl a certain Privilege for Encroachment beyond the lot line and within public street right-of-way consisting of the installation of a bow window on the southeast corner of the building on said property located at 7200 W. Greenfield Ave., in the City of West Allis, WI (“Privilege”); and,

WHEREAS, by Resolution No. R-2005-0179, adopted June 7, 2005, the City of West Allis granted to Edward A. and Penny A. Wistl a certain Privilege for Encroachment beyond the lot line and within public street right-of-way consisting of the installation of a new brick façade and necessary foundation on said property located at 7200 W. Greenfield Ave., in the City of West Allis, WI (“Privilege”); and, **WHEREAS**, the property has now changed ownership to Dominic Ambroselli, who desires to retain the existing Privileges; and,

NOW THEREFORE, BE IT RESOLVED that the City of West Allis grants to Dominic Ambroselli the Privilege for Encroachment beyond the lot line and within public street right-of-way consisting of a bow window, brick façade and necessary foundation on the property located at 7200 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** “R-2020-0648” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2020-0648 (Non-existent)

AFTER ADOPTION

R-2020-0648(*Added*)

BE IT FURTHER RESOLVED that additional improvements on said area must require prior approval of the Board of Public Works.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Privilege on behalf of the City of West Allis.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2020-0658**

**RESOLUTION TO ADOPT THE PUBLIC PARTICIPATION STRATEGY FOR
COMPREHENSIVE PLAN UPDATES**

WHEREAS, the Common Council of the City of West Allis on February 15, 2011 adopted a comprehensive plan under the authority of and procedures established by Sec. 66.1001(4) of Wisconsin Statutes; and,

WHEREAS, Sec. 66.1001(4) of Wisconsin Statutes requires that the Common Council adopt written procedures designed to foster public participation during plan amendments and updates, and that such written procedures provide for a wide distribution of proposed plan amendments, an opportunity for the public to submit written comments on the plan, and an opportunity for the Common Council to respond to such comments; and,

WHEREAS, the Common Council believes that meaningful public involvement is important to ensure the resulting plan and amendments reflect the wishes and expectations of the public; and,

WHEREAS, the Common Council believes that adjusting the first year of the comprehensive plan to one that is more closely aligned with the release of decennial Census data will allow for a more accurate and robust planning process, not only for the upcoming comprehensive plan but for all comprehensive plans in the decades that follow; and,

WHEREAS, the Common Council supports a minimal update to the current comprehensive plan; and,

WHEREAS, the Common Council expects a more robust plan update and public engagement process be conducted following the release of 2020 Census data; and,

WHEREAS, the attached policy entitled, “Public Participation Strategy for Comprehensive Plan Updates” includes procedures to foster public participation, ensure wide distribution of proposed plan amendments, provide an opportunity for the public to submit written comments on the plan, and provide an opportunity for the Common Council to respond to such comments; and,

WHEREAS, the “Public Participation Strategy for Comprehensive Plan Updates” shall be utilized and followed throughout the plan amendment and update process.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis adopts the attached policy entitled, “Public Participation Strategy for Comprehensive Plan Updates” as its public participation procedures for proposed amendments to the comprehensive plan, meeting the requirements established by Sec. 66.1001(4) of Wisconsin Statutes.

SECTION 1: **ADOPTION** "R-2020-0658" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2020-0658(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

Public Participation Strategy for Comprehensive Plan Update

Section 1: Introduction

Wisconsin's comprehensive planning legislation, Section 66.1001 of Wisconsin Statutes, requires the City of West Allis adopt, by resolution, written procedures designed to foster public participation when updating and amending the comprehensive plan. The written procedures must provide for a wide distribution of proposed plan amendments, an opportunity for the public to submit written comments on the plan, and an opportunity for the Common Council to respond to such comments. This document, which outlines the procedures to be followed when amending the City's Comprehensive Plan, meets the statutory requirement.

Section 2: Background

Wisconsin's comprehensive planning legislation requires cities, counties, and other local units of government to enact a comprehensive plan every 10 years. Comprehensive plans, which cover a 20-year planning period, are intended to act as a guide for development and decision making related to land use, housing, transportation, utilities, economic development, agriculture, and intergovernmental relationships. The City of West Allis adopted the West Allis Comprehensive Plan 2030 in February of 2011. The 2030 Plan focused on identifying and supporting redevelopment opportunities throughout the city, as well as promoting sustainable development practices.

With the ten-year mark approaching, City staff and elected officials have been reflecting on a decade of accomplishments, as well as looking forward to planning and visioning for the next 20 years. As part of this reflection process, we have acknowledged that the timeline for updating the City's Comprehensive Plan is not well aligned with the release of decennial Census data, which allows for a more accurate and robust planning process.

As such, the City's approach to updating the Comprehensive Plan is intended to be conducted in two phases. The first phase will take place immediately and include minimal updates to existing plan elements, as required to meet statutory requirements. The second phase will take place over the next several years and will include a full overhaul of each plan element, including extensive public involvement in the planning and visioning process. This two-phased approach will allow the City to fully engage the public in the planning process, and will provide for the use of more current data as we reevaluate each plan section, not only for the upcoming comprehensive plan but for all comprehensive plans in the decades that follow.

Section 3: Public Participation Strategy Goals

The goals of this Public Participation Strategy include:

1. Provide opportunities for members of the public to participate in the comprehensive planning process.
2. Ensure a broad range of interests are considered in the comprehensive planning process.
3. Meet both the letter and the spirit of Wisconsin's comprehensive planning legislation.
4. Utilize the Plan Commission to guide the plan update process.
5. Recognize that the previously stated goals must be balanced with the need to complete the comprehensive plan updates within a reasonable timeframe and budget.

Section 4: Public Participation Strategy

The City will, at a minimum, use the following techniques to obtain public input during its comprehensive plan update process:

- All Plan Commission and Common Council meetings to consider, discuss, and adopt the comprehensive plan amendments will be open to the public, and noticed as required by State Statutes and open meeting regulations.
- The opportunity for public comment will be provided at all public meetings held on the comprehensive plan, which may include meetings intended specifically for collecting public input or more traditional public comment periods at the beginning or end of existing committee/council/board/commission meetings.
- At least one formal public hearing will be held on the proposed comprehensive plan amendments prior to adoption. All members of the public will have an opportunity to present testimony and offer comments at the public hearing. The public hearing will be noticed and held per the requirements in Section 66.1001 of Wisconsin Statutes.
- Copies of draft plan materials will be available on the City website, as well as at City Hall and the Library during normal business hours.
- The City will provide copies of the draft and final plan amendments to every governmental body that is located in whole or in part within the City, the clerk of every municipality that is adjacent to the City, the department of administration, the Southeastern Wisconsin Regional Planning Commission, the West Allis Public Library, and members of the participating public, as requested. The City may charge for copies at an amount equal to the costs of time and material to produce such copies.
- Specifically for the Phase II update, expanded public participation opportunities will be undertaken, such as key stakeholder focus group meetings and input sessions, presentations before neighborhood groups, local clubs or other relevant community organizations, and individual or small group meetings and input sessions with public officials and other community leaders.
- At any point during the plan update process, written comments on comprehensive plan updates may be delivered, mailed, or emailed to Steve Schaer, Manager of Planning & Zoning at 7525 W. Greenfield Avenue, West Allis, WI 53214 or at sschaer@westalliswi.gov. City staff will respond to all written comments via mail, telephone, email or meeting.

**CITY OF WEST ALLIS
RESOLUTION R-2020-0659**

**RESOLUTION TO APPROVE A SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT BY AND BETWEEN GG 003 LLC, AND THE
CITY OF WEST ALLIS REGARDING THE PROPERTY LOCATED AT 7030 W.
NATIONAL AVENUE AND 15** S. 71 ST.**

WHEREAS, the Common Council adopted Resolution # R-2020-0446 in which it approved a Development Agreement by and between GG 003, LLC, a Wisconsin limited liability company ("Developer") and the City of West Allis for over a \$4 million development consisting of a 17,800 multi-tenant dental and medical office building and 45 surface parking spaces; and,

WHEREAS, the Common Council adopted Resolution # R-2020-0589, which approved additional financial assistance in the amount up to \$95,000 for unanticipated winter construction costs related to the same Development Agreement by and between GG 003, LLC and the City of West Allis; and,

WHEREAS, subject to the Milwaukee County Board's approval of File: 20-551 on November 5, 2020, an agreement with Dr. Max Meinerz doing business as Ascendent Health for the cancellation of a portion of the delinquent real property taxes for the property located at 7030 West National Avenue, West Allis, Wisconsin, and the adjacent parking lot less a contribution of \$157,161.74, in accordance with Section 75.105(2), Wisconsin State Statutes; and,

WHEREAS, the Development Department is requesting additional financing for the payment of the 2019 property tax bill in the amount of approximately \$12,487.25 to be funded from Tax Increment Financing District No. 7 Summit Place (307-6308-563-3102 Project:T07061); and,

WHEREAS, Tax Increment Financing District No. 7 Summit Place had already financed \$165,542.97 for demolition of the former Expert Auto building that was located on the property, however that amount has been placed on the 2019 Property Tax bill; and,

WHEREAS, upon the advice to the City Attorney, to satisfy the tax bill and not hold up the Closing on the 7030 W. National Avenue and 15** S. 71 St. properties the Interim Director of Finance is authorized to issue a check to the Milwaukee County Treasurer in the amount of \$165,542.97 from account 307-0000-115-0100 to satisfy the tax bill for the demolition charge and then upon receipt, the Milwaukee County Treasurer will repay that amount the City; and,

WHEREAS, the City desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement as amended will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with applicable state and local laws; and,

WHEREAS, the development of the Project would not occur without the benefits to be provided to the Developer as set forth in this Agreement.

NOW THEREFORE, BE IT RESOLVED that the City of West Allis hereby amends the Development Agreement between the City of West Allis and GG 003 LLC and/or its assigns, for development at 7030 W. National Avenue and 15** S. 71 St. to provide the additional \$12,487.25 to pay the 2019 tax bill and the temporary use of \$165,542.97 for the demolition cost with the funds to be provided as an improvement that is within a ½ mile radius of Tax Increment Financing District No. 7 Summit Place.

SECTION 1: **ADOPTION** "R-2020-0659" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0659(*Added*)

BE IT FURTHER RESOLVED that the Director of Development or his designees, with the approval of the City Attorney, or his designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.

BE IT FURTHER RESOLVED that the appropriate city officials, with approval of the City Attorney, or his designees, are hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient 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.

BE IT FURTHER RESOLVED that the Director of Development is hereby authorized and directed to execute and deliver the aforesaid Amended Development Agreement on behalf of the City of West Allis.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor City Of West
 Allis

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of November 4, 2020, by and between GG 003 LLC a Wisconsin limited liability company (“Developer”), and the CITY OF WEST ALLIS, a Wisconsin body politic (“City”).

RECITALS

City and Developer acknowledge the following:

A. Developer intends to acquire in separate transactions approximately 0.6674 acres of real property in the City of West Allis, Wisconsin (“City”), comprised of tax key parcel 453-0270-001, tax key parcel 453-0272-001 and the portion of the 14-foot wide alley separating the two private parcels, as depicted and described on **Exhibit A** attached hereto (the “Property”).

B. Developer is seeking an agreement with Milwaukee County to resolve outstanding tax liens on certain portions of the Property.

C. Subject to obtaining the benefits set forth herein, Developer plans on developing the Property into a multi-tenant dental and medical office building consisting of approximately 17,800 sq. ft. and 45 surface parking spaces (“Project”). The Project has an estimated budget of \$4,278,000. A preliminary site, landscaping and architectural plan showing projected future development of the Property is attached hereto as **Exhibit B**.

D. The City desires to encourage economic development, eliminate blight, expand the City’s tax base and create new jobs within the City. The City finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Property would not occur without the benefits to be provided to Developer as set forth in this Agreement.

F. The City, pursuant to R-2020-0446 dated September 15, 2020, approved an original agreement and authorized its execution by the proper City officials on the City's behalf. Furthermore, the City, pursuant to R-2020-0589 dated October 6, 2020, approved an amendment to the original agreement. This is the second amended agreement.

G. The Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

**ARTICLE I
DEVELOPER OBLIGATIONS**

A. The Developer shall acquire the Property through private real estate transactions and right-of-way vacation.

B. At Closing on Tax Key Parcel 453-0272-001 and 453-0270-001, Developer shall:

1. Satisfy or cause the satisfaction of any outstanding tax liens on the Property; and

2. Execute a forgivable loan in an amount equal to \$200,000 for the purchase of equipment and inventory costs related to Developer's establishment of a dental office at the Property ("Project Loan"). The \$200,000 forgivable loan will be funded with Community Development Block Grant funds. Pursuant to the requirements of that funding source, Developer shall create jobs for low-to-moderate income persons as outlined as follows:

a. Developer shall create at least 13 full-time equivalent positions for low-to-moderate income persons.

b. For purposes of this section, a low-to-moderate income person is defined as a member of a low to moderate income family within the applicable income limits for Section 8 Rental Assistance Programs which are set forth in **Exhibit C – Beneficiary Reporting Document**, which is attached hereto and incorporated within to this Agreement.

c. Full-time equivalent positions are defined by an employee working forty (40) hours per work week or a combination of part-time employees whose hours collectively total forty (40) hours.

d. A written certification from each low-to-moderate income person hired stating that the person's family income is below the Income Limitation in **Exhibit C**, as herein provided, with a statement that the information is subject to verification by HUD or the City by proper notice; and

C. On or before December 31, 2021, the Developer shall obtain from the City of West Allis an occupancy permit to operate a multi-tenant dental and medical office building that shall consist of approximately 17,800 sq. ft. and 45 surface parking spaces, and be reasonably consistent with Site, Landscaping and Architectural Plans in **Exhibit B**; and

D. Developer shall submit a beneficiary profile, attached as **Exhibit D**, for each position created pursuant to the terms of the \$200,000 forgivable loan; and,

E. The Developer shall ensure that new utilities serving the Property will be placed underground with the exception of a drop pole to provide service from We Energies to the Property, that existing poles serving other properties will be permitted above ground and the pole with no utilities or service currently located along the alley be removed.

F. Prior to constructing a building on the Property, the Developer shall obtain from the Wisconsin Department of Natural Resources any necessary exemption for development at a historic fill site.

3. Execute a Store Front Improvement Grant Contract in the amount of \$65,000 to assist with architectural enhancements to the Property.

ARTICLE II City OBLIGATIONS

A. At Closing, City shall:

1. Provide a forgivable loan in an amount equal to \$200,000 and a term of five (5) years for the purchase of equipment and inventory costs related to Developer's establishment of a dental office at the Property at ("Closing").

2. Provide a Storefront Improvement Grant to the Project as part of the National Avenue Commercial Corridor in the amount of \$65,000 to assist with aesthetic improvements to the proposed Project.

(i) Funding for the Storefront Improvement Grant will be disbursed upon project completion.

3. Provide additional Project grant support up to \$95,000 for delayed construction impact costs associated with property acquisition.

(i) Funds will be disbursed at Project completion and subject to City's consultant review of architectural draw statements and the overall final budget reconciliation. If construction savings are generated by the Project, any Construction Cost Savings will be shared 80/20 by the City and Developer.

4. Provide payment of \$165,542.97 to pay for the cost to raze and remove a building that was located on the Property, the cost of which was placed on the tax roll as a special charge. The City shall replenish the account from which this payment is made when Milwaukee County settles this special charge with the City.

5. Provide payment of \$12,487.25 to pay remaining outstanding liens on the 2019 tax bill.

**ARTICLE III
TRANSFER AND USE RESTRICTION; RIGHT OF FIRST REFUSAL**

A. Developer may not convey any legal or equitable title of the Property for five (5) years after the date of this agreement to any entity without the City's consent, unless the grantee is wholly owned by all the same individuals as Developer.

B. Developer shall cause the Property to be primarily used as a taxable dental and medical office building. Developer may not allow the Property to be used for any automotive services. Any other use of the Property must be incidental and subordinate to the primary business of a dental / medical office.

**ARTICLE IV
PAYMENT IN LIEU OF TAXES**

In the event that any portion of the Property becomes exempt from ad valorem taxes for a period of twenty (20) years after the date of Closing (the "PILOT Term"), then the Developer or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (based on the full tax rate) would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or any successor owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special tax against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special tax are hereby waived by Developer. Notwithstanding the levying of such special tax, the payment obligation under this Article shall also be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor owners of the Property.

**ARTICLE V
NO PARTNERSHIP OR VENTURE**

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) City and (ii) Developer, or any contractor or subcontractor employed by Developer.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer, or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the City (as to the City) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Development Director

If to the Developer: _____

**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder:

1. Developer shall fail to pay any amounts when due under this Agreement or any guaranty by Developer and further fails to pay such amounts on or before five days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or

3. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than

relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

5. City shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money, which shall be cured by the City on or before five days following written notice of such failure), and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer); or

6. Developer:

(a) becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or

(b) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(c) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(d) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(e) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(f) adopts a plan of complete liquidation of its/his assets; or

(g) shall cease to exist.

B. Upon the occurrence of any Default, without further notice, demand or action of any kind by the nondefaulting party, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law and/or in equity. The City's rights shall include, but not be limited to, specific performance, the termination of this

Agreement, and/or the calling of any or all principal, interest, and penalties due on the Project Loan or Code Compliance Loan.

C. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

D. In the event of a default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE IX MISCELLANEOUS

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's development, construction, management and operation of the Project.

B. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City by reason of the following: (i) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (ii) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Property; (iii) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (i) and (ii) above; (iv) any violation by Developer or at the Project of any environmental law, rule, regulation or ordinance; (v) claims arising in connection with the Project under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (vi) the failure by Developer to comply with any term or condition of this Agreement; (vii) injury to or death of any person at the Project or injury to any property caused by or at the Project; and (viii) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages arising under clauses (i) through (viii) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the City.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

C. Time is of the essence of each and every obligation or agreement contained in this Agreement.

D. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

F. This Agreement may not be assigned by the Developer without the City's prior written consent, which may be granted or withheld in the City's reasonable discretion.

G. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property, either before or after completion of the Project, without the written consent of the City.

H. This Agreement contains the entire agreement between the City and Developer with respect to the subject matter of this Agreement and may be amended or modified only by subsequent written agreement duly signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

City of West Allis

By: _____
John Stibal, Director of Development

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named John Stibal, Director of Development for the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of the City and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires:

COMPTROLLER'S CERTIFICATE

Countersigned this ____ day of _____, 2020, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.

Kris Moen
Acting Finance Director, Comptroller, Treasurer

Approved as to form this ____ day of _____, 2020.

Kail Decker
City Attorney

GG 003 LLC

By: _____
Max Meinerz, owner and member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named _____, as member of _____, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by
and upon recording return to:

Kail Decker
7525 W. Greenfield Avenue
West Allis, WI 53214

EXHIBIT A

Legal Description of Property

LEGAL DESCRIPTION PER DOC #8689043

REF: 100102
IE: W. 135.08

PARCEL 1:

LOTS 18 AND 19, IN BLOCK 2, IN LEFEBER'S SUBDIVISION NO. 3, A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

PARCEL 2:

ALL OF LOTS 20, 21, 22 AND 23, IN BLOCK 2, IN LEFEBER'S SUBDIVISION NO. 3, AND LOT 24 AND THE WEST 5 FEET OF LOT 25, IN BLOCK 2 IN CONTINUATION OF LEFEBER'S SUBDIVISION NO. 3, A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT C

Beneficiary Income Level Chart

Income Limits	Family Size and Income Levels (2019)								
	<i>* Verification that an employee's household meets the Low to Moderate income limits is required in order to be eligible for this grant</i>								
	Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
	Extremely Low	17,300	19,800	22,250	25,750	30,170	34,590	39,010	43,430
	Low	28,850	32,950	37,050	41,150	44,450	47,750	51,050	54,350
	Moderate	46,100	52,700	59,300	65,850	71,150	76,400	81,700	86,950
	Non-Low/Moderate	45,101+	52,701+	59,301+	65,850+	71,150+	76,401+	81,701+	86,951+

EXHIBIT D Beneficiary Profile Report



Employee Family Income Form

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.

Thank you for your cooperation.

Name: _____
 Address: _____
 Phone Number: _____
 Email: _____

Race (You MUST mark one):

- | | |
|---|---|
| <input type="checkbox"/> American Indian/Alaskan and Black/African American | <input type="checkbox"/> Black/African American |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Black/African American and White |
| <input type="checkbox"/> American Indian/Alaskan Native and White | <input type="checkbox"/> Native Hawaiian/Other Pacific Islander |
| <input type="checkbox"/> Asian | <input type="checkbox"/> White |
| <input type="checkbox"/> Asian and White | <input type="checkbox"/> Other: Multi-Racial |

Ethnicity (You MUST mark one):

- Hispanic
 Non-Hispanic

Family Size and Income Levels (2019)

Below you will find a chart listing the various household income levels. Find your family size along the top of each column. Check ✓ the lowest ** amount which exceeds your family income.

Income Level	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$17,300	\$19,800	\$22,250	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Low	\$28,850	\$32,950	\$37,050	\$41,150	\$44,450	\$47,750	\$51,050	\$54,350
Moderate	\$46,100	\$52,700	\$59,300	\$65,850	\$71,150	\$76,400	\$81,700	\$86,950
Non-Low/Moderate	\$46,101+	\$52,701+	\$59,301+	\$65,850+	\$71,150+	\$76,401+	\$81,751+	\$86,951+

* "Family" means all persons residing in the same household
 ** "Income" means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

Female Head of Household? Yes No

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD

Name: _____
 Signature: _____



Employee Family Income Data Form

Employer:

After the new and current employees have complete the "Employee Income Certification Form", please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. Employer Information	
Name:	_____
Address:	_____
City:	State: Zip:
2. Employee Information	
Name:	_____
Address:	_____
City:	State: Zip:
3. Employee Identification Number or Social Security Number:	

4. Job Title:	

5. Date Hired:	

5a. Date Terminated, if applicable:	

5b. Date Retained:	

5c. Date Replacement Hired, if applicable:	

6. Average Hours Worked Per Week:	
_____	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time
7. When hired, was the employee LMI (Low and Moderate Income)?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are there employer sponsored healthcare benefits?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Was employee unemployed prior to employment?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Category of work (Check ✓ One):	
<input type="checkbox"/>	Office & Manager
<input type="checkbox"/>	Craft Workers (Skilled)
<input type="checkbox"/>	Technicians
<input type="checkbox"/>	Operators (Semi Skilled)
<input type="checkbox"/>	Sales
<input type="checkbox"/>	Laborers
<input type="checkbox"/>	Office & Clerical
<input type="checkbox"/>	Service Worker



Planning Application

Project Name 414 Brewing Company LLC (D.B.A. TBD)

Applicant or Agent for Applicant

Name John Onopa
Company 414 Brewing Company LLC
Address 4465 N. 100th Street
City Wauwatosa State WI Zip 53225
Daytime Phone Number 414-614-4064
E-mail Address John.Onopa@gmail.com
Fax Number _____

Agent is Representing (Tenant/Owner)

Name Anna Burns
Company Brookwater Group, Inc.
Address 1516 Hill Road
City Greenleaf State WI Zip 54126
Daytime Phone Number 414-333-2310
E-mail Address thebrookwatergroup@gmail.com
Fax Number _____

Property Information

Property Address 6749-6751 W. National Ave.
Tax Key No. 454-0251-001 and 454-0251-000
Aldermanic District 1
Current Zoning M-1
Property Owner City of West Allis
Property Owner's Address 7525 W Greenfield Ave, West Allis, WI 53214
Existing Use of Property Vacant
Previous Occupant Perfect Screw Prod. Corp.
Total Project Cost Estimate \$2,484,000

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: M-1 Proposed Zoning: C-3
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY

Plan Commission 10/28/20
Common Council Introduction _____
Common Council Public Hearing 11/4/20

Applicant or Agent Signature John Onopa Date 10/1/20

Property Owner Signature _____ Date _____



Oper: WALSHJBI Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56653
GH DEV SPECIAL USE PERMIT \$500.00
1.00 \$500.00
JOHN P ONDFA DEV LVL 3 SITE-ARCH PLAN R
60 1.00 \$500.00
JOHN P ONDFA
CK CHECK PAYMEN 10055 \$1000.00
Total tendered \$1000.00
Total payment \$1000.00
Trans date: 10/05/20 Time: 12:47:05

**CITY OF WEST ALLIS
RESOLUTION R-2020-0652**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR 414 BREWING COMPANY, A PROPOSED BREW
PUB, TO BE LOCATED AT 6749-6751 W. NATIONAL AVE.**

WHEREAS, John Onopa, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code of the City of West Allis, to establish a brewery in an existing building located at 6749-6751 W. National Ave.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, John Onopa, has signed a letter of intent to purchase two abutting parcels of City of West Allis Community Development Authority (CDA) property located at 6749-6751 W. National Ave. The proposed use includes a brewery, tap room, and outdoor beer garden (per the approved site plan) at 6749-6751 W. National Ave. (an existing manufacturing use building) and 67** W. National Ave. 2. The proposed brewery is located within the existing building located at 6749-6751 W. National Ave. and 67** W. National Ave., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, describes as follows: Beginning at the Northeast corner of Lot 2, in Block 2 of the Assessor's Plat No. 269; thence Southerly, 108.28 feet; thence Easterly, 150.00 feet, to the West line of the spur track; thence Southerly, 80.92 feet; thence Westerly, 6.36 feet, to the point on the concave curve; thence Southwesterly, 104.02 feet, along the said curve; thence continue Southwesterly, 26.49 feet along the said curve; thence continue Southwesterly, 104.02 feet, along the said curve; thence Westerly, 25.00 feet; thence Northerly, 259.14 feet, to the South right-of-way line of West National Avenue; thence Northeasterly, 87.18 feet, along the said right-of-way line to the Point of Beginning. Tax Key Nos. 454-0251-001 and 455-0251-000 Said land being located at 6749-6751 W. National Ave. and 67** W. National Ave. 3. The applicant proposes to establish a brewery, tap room, and outdoor beer garden at the existing vacant manufacturing use building. 4. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of West Allis, which permits brewery facilities as a Special Use pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code. 5. The subject property is located on the south side of W. National Ave., between S. 66 St. and S. 68 St., and is zoned for manufacturing purposes. The property to the north is zoned commercial and developed for commercial purposes. Properties to the south and west are zoned manufacturing. The property to the south is a undeveloped City CDA owned parcel. The area south of W. Mitchell St. is being developed as a hospital. The property to the east is zoned commercial with the intent to be developed for a mixed use residential and commercial purposes. 6. 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 special use. Prior uses of the property included a light manufacturing use (a hardware manufacturer).

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by John Onopa, to establish a brewery and tap room at their existing building, located at 6749-6751 W. National Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: **ADOPTION** “R-2020-0652” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0652(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans, CSM and Zoning. The grant of this Special Use Permit is subject to and conditioned upon:

- a. Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.
- b. A CSM (Certified survey map), to consolidate properties into one lot, being approved by the Common Council.
- c. The consolidated property being rezoned to commercial zoning district in accordance with the Comprehensive Land Use Plan.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Seating capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 48 parking spaces are required for the proposed use (based on 7,000-sf for tap room/150=46 and 3,000-sf for brewery production/1,500=2). The site redesign will include at least 52 off-street parking spaces provided on site in accordance with the site plan. Future expansion of the brewery or tap room may require additional off-street parking considerations.

The Common Council has the authority to accept the revised parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the brewery to be open from 7 am - 7 pm on Monday through Sunday and for the tap room to be open from 10 am - 2 am on Monday through Sunday.

5. Operations. The proposed brewery will offer outdoor beverages within the same operating hours as the dine-in portion of the business.
6. Window Signage. Window signage shall not exceed twenty (20) percent of the glazed portion of each window frame and be attached to the interior of the window area. No flashing window signage.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.
9. Pest Control. Exterior pest control shall be contracted on a monthly basis.
10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.
11. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.
12. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.
13. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

16. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

17. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

18. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

19. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

John Onopa, Property owner

Mailed to applicant on the _____ day of _____, 2020
_____ City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor City Of West
 Allis

**CITY OF WEST ALLIS
RESOLUTION R-2020-0653**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR AMERIGRAPHICS GROUP, A PROPOSED
MANUFACTURING PRINTING USE, TO BE LOCATED AT 2213 S. 54 ST.**

WHEREAS, Ted Giannattasio, owner, of Amerigraphics, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code of the City of West Allis, to establish a printing manufacturing use in an existing building located at 2213 S. 54 St.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Ted Giannattasio, recently purchased the property located at 2213 S. 54 St. The proposed use includes a family owned full service nonretail printing company providing design, marketing and printing services, including digital printing, lithography, photocopying and bindery and distribution services at 2213 S. 54 St. (a former office warehouse - light manufacturing building). 2. The proposed use is located at 2213 S. 54 St., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest ¼ of Section 2, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows: Lots 2, 3, 4, Block 9 in the McGeoch's Lincoln Avenue Addition subdivision. Tax Key No. 474-0509-002 Said land being located at 2213 S. 54 St. The applicant proposes to establish a printing manufacturing use - a full service nonretail printing company providing design, marketing and printing services, including digital printing, lithography, photocopying and bindery and distribution services at 2213 S. 54 St. within a former office warehouse - light manufacturing building. The business has five full time employees; parking is available for all employees in the lot in the back of the building. The business will operate with 2 paper deliveries per week utilizing the loading dock on the back of the building, UPS and Fedex deliveries as needed. Amerigraphics will use personal vehicles for any needed deliveries (SUV, pickup truck etc.) All business traffic is during normal hours, no late night/early morning trucking. 3. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of West Allis, which permits printing manufacturing facilities as a Special Use pursuant to Sec. 12.16 and Sec. 12.45(2) of the Revised Municipal Code. 4. The subject property is located on the west side of S. 54 St., between W. Mobile Ave. and W. Electric Ave., and is zoned for manufacturing purposes. The property to the north, south and east is zoned and developed for light manufacturing purposes. Properties to the west are zoned low density residential and developed the same. 5. 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 special use. Prior uses of the property included a light manufacturing use.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Ted Giannattasio, d/b/a Amerigraphics to establish a printing manufacturing business at the property located at 2213 S. 54 St. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0653” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2020-0653(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1 Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon a Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 8 parking spaces are required for the proposed use (based on 13,000-sf for light manufacturing shop area @ 1:1,500). The property will provide off-street parking on site. The Common Council has the authority to accept the revised parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the use to be open from 7 am - 7 pm on Monday through Saturday and closed on Sunday.

5. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

6. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

7. Pest Control. Exterior pest control shall be contracted on a monthly basis.

8. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. All business traffic is during normal hours, no late night/early morning trucking.

9. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.

10. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

11. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

12. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

13. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

14. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

15. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

16. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Ted Giannattasio, Property owner

Mailed to applicant on the _____ day of _____, 2020

City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Amerigraphics Group

Applicant or Agent for Applicant

Name Ted Giannattasio
 Company Amerigraphics Group
 Address 4601 D West Greenfield Ave
 City Milwaukee, WI 53214 State _____ Zip _____
 Daytime Phone Number 414-643-2123
 E-mail Address ted@amerigraphicsgroup.com
 Fax Number 414-643-2123

Agent is Representing (Tenant/Owner)

Name _____
 Company _____
 Address _____
 City _____ State _____ Zip _____
 Daytime Phone Number _____
 E-mail Address _____
 Fax Number _____

Property Information

Property Address 2213 S. 54th St. West Allis, WI 53219
 Tax Key No. 474-0509-002
 Aldermanic District 1
 Current Zoning M1
 Property Owner Ted Giannattasio
 Property Owner's Address S41 W27350 Timber Tr. Waukesha 53189

Existing Use of Property vacant
 Previous Occupant Books are Fun

Total Project Cost Estimate _____

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY

Plan Commission 10/28/20
 Common Council Introduction _____
 Common Council Public Hearing 11/4/20

Applicant or Agent Signature [Signature] Date 9/25/20

Property Owner Signature [Signature] Date 9/25/20



Order: WAL 58181 Type: OC Drawn: 1
Date: 10/05/20 01 Receipt no: 56050
GH DEV SPECIAL USE PERMIT \$500.00
AMERIGRAPHICS GROUP INC 1.00
GN DEV LVL I SITE-ARCH PLN R 1.00 \$100.00
AMERIGRAPHICS GROUP INC 1.00
CK CHECK PAYMEN 31689 \$600.00
Total tendered \$800.00
Total payment \$600.00
Trans date: 10/05/20 Time: 12:38:10

**CITY OF WEST ALLIS
RESOLUTION R-2020-0654**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR A PROPOSED MIXED RESIDENTIAL AND
COMMERCIAL USE, LOCATED AT 8825-8833 W. NATIONAL AVE.**

WHEREAS, Luis Barbosa, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.41(2) of the Revised Municipal Code of the City of West Allis, to establish a mixed residential and commercial use located at 8825-8833 W. National Ave.

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Luis Barbosa, represents the owner of the property located at 8825-8833 W. National Ave. The proposed use includes a mixed residential and commercial use located at 8825-8833 W. National Ave. (an existing commercial use building). 2. The proposed grocery store and two residential units is located within the existing building located at 8825-8833 W. National Ave., West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest $\frac{1}{4}$ of Section 4, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, described as follows: Lots 13 and 14, in Block 5 of the Assessors Plat No. 254. Tax Key No. 478-0081-001 Said land being located at 8825-8833 W. National Ave. 3. The applicant proposes to establish a grocery store and two residential units at the existing commercial use building. 4. The aforesaid premise is zoned C-2 Neighborhood Commercial District under the Zoning Ordinance of the City of West Allis, which permits mixed residential and commercial uses as a Special Use pursuant to Sec. 12.16 and Sec. 12.41(2) of the Revised Municipal Code. 5. The subject property is located on the south side of W. National Ave., between S. 88 St. and S. 89 St., and is zoned for commercial purposes. The properties to the north, south, east, and west are zoned commercial and developed for commercial purposes. 6. 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 special use. Prior uses of the property included Pool Supply, a specialty commercial store.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Luis Barbosa, to establish a mixed residential and commercial use located at 8825-8833 W. National Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0654” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2020-0654 (Non-existent)

AFTER ADOPTION

R-2020-0654(*Added*)

~~-NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:~~

1. Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department.

A liquor license, for alcohol beverage sales, has not been requested as part of the initial operations of commercial business. Any applicable licenses shall be applied for in accordance with State and local requirements. Capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 8 parking spaces are required for the proposed use (based on 1,363-sf for grocery store/300=4 and 2- bedroom units x 2=4). The site redesign includes 8 off-street parking spaces provided on site in accordance with the site plan.

The Common Council has the authority to accept or modify the parking provisions, as a condition of the Special Use. With the approval and signed execution of this resolution, the Common Council agrees to allow revised minimum parking requirements, in accordance with section 12.16(9)(a) of the Revised Municipal Code.

4. Hours of Operation. The grant of this Special Use Permit will allow the general commercial hours of operation to be open from 7 am - 10 pm seven days per week.

5. Signage. All signage shall be in accordance with the West Allis Signage Ordinance and as approved by Plan Commission.

6. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

7. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

8. Pest Control. Exterior pest control shall be contracted on a monthly basis.

9. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

10. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.

11. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay-from the property boundaries.

12. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

13. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

14. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

15. Miscellaneous.

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A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

-

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

-

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

-

16. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

-

17. Termination of Special Use. If the person or entity granted the special use violates, allows or

suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

-

18. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

-

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

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Property owner or agent for property owner

-

-

Mailed to applicant on the

_____ day of _____, 2020

-

City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Grocery + Liquor Store

Applicant or Agent for Applicant

Name LUIS BARBOSA-ARCHITECT
 Company BMR DESIGN GROUP INC
 Address 503 WEST LINCOLN AVE
 City MILWAUKEE State WI Zip 53207
 Daytime Phone Number 414 384 2996
 E-mail Address BMR3DEA@GMAIL.COM
 Fax Number 414-384-3904

Agent is Representing (Tenant/Owner)

Name PATRICIA ORTIZ
 Company ORTIZ-HERRERA REALTY
 Address 3841 S. CENTENNIAL CIRCLE
 City MILWAUKEE State WI Zip 53221
 Daytime Phone Number 414-779-0029
 E-mail Address ORTIZ3995@GMAIL.COM
 Fax Number 414-212-8676

Property Information

Property Address 8825 WEST NATIONAL AV.
 Tax Key No. 478-0081-001
 Aldermanic District 4
 Current Zoning C-2, Neighborhood COMMERCIAL
 Property Owner _____
 Property Owner's Address 3841 S. CENTENNIAL CIRCLE MILWAUKEE WI 53221
 Existing Use of Property VACANT-COMMERCIAL-RESIDENTIAL
 Previous Occupant WESTALLIS POOL SUPPLY
 Total Project Cost Estimate \$ 60,400 +/-

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$500
- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

In order to be placed on the Plan Commission agenda, the Department of Development MUST receive the following by the last Friday of the month, prior to the month of the Plan Commission meeting.

- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

**Please make checks payable to:
City of West Allis**

FOR OFFICE USE ONLY

Plan Commission 10/28/20
 Common Council Introduction _____
 Common Council Public Hearing 11/4/20

Applicant or Agent Signature Luis Barbosa Date September 24, 2020

Property Owner Signature Patricia Ortiz Date September 24, 2020



Oper: WALSB081 Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56059
GH DEV SPECIAL USE PERMIT \$500.00
1.00
ORTIZ HERRERA REALTY LLC \$500.00
CK CHECK PAYMEN 1003 \$500.00
Total tendered \$500.00
Total payment \$500.00

Trans date: 10/05/20 Time: 12:54:40

Oper: WALSB081 Type: OC Drawer: 1
Date: 10/05/20 01 Receipt no: 56059
GO DEV LVL 3 SITE-ARCH PLN R
1.00 \$500.00
ORTIZ HERRERA REALTY, LLC
CK CHECK PAYMEN 1003 \$500.00
Total tendered \$500.00
Total payment \$500.00

Trans date: 10/05/20 Time: 12:55:41

**CITY OF WEST ALLIS
RESOLUTION R-2020-0655**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT FOR BAMBU, A PROPOSED TEA AND COFFEE SHOP,
TO BE LOCATED AT 10708 W. OKLAHOMA AVE.**

WHEREAS, Duc Nguyen, the applicant on behalf of Bambu, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 12.16 and Sec. 12.43(2) of the Revised Municipal Code of the City of West Allis, to establish a tea and coffee shop (restaurant) within an existing shopping center located at 10708 W. Oklahoma Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on November 4, 2020 at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted: 1. The applicant, Duc Nguyen, has a lease agreement for the property located at 10708 W. Oklahoma Ave. with the owner, Oak Park Apartments Partnership, LLC. 2. The proposed commercial space is approximately 1,050 square feet, to be located within the existing Oak Ridge Square Shopping Center, at 10708 W. Oklahoma Ave, West Allis, Milwaukee County, Wisconsin, more particularly described as follows, to-wit: All the land of the owner being located in the Southwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, described as follows: Beginning at the southwest corner of Lot 2 of the Certified Survey Map No. 944; thence Easterly, 396.53 feet; thence Southerly, 220.00 feet, to the North right-of-way line of West Oklahoma Avenue; thence Westerly, 394.36 feet, along said North line; thence Northwesterly, 7.07 feet, to the East right-of-way line of South 108th Street; thence Northerly, 215.00 feet, along said East line to the Point of Beginning. Tax Key No. 519-9994-000 Said land being located at 10700-10728 W. Oklahoma Ave. 3. The applicant proposes to establish a specialty tea, coffee, smoothie and dessert shop (restaurant). 4. The aforesaid premise is zoned C-4 Regional Commercial District under the Zoning Ordinance of the City of West Allis, which permits restaurants as a Special Use pursuant to Sec. 12.16 and Sec. 12.43(2) of the Revised Municipal Code. 5. The subject property is located on the northeast corner of W. Oklahoma Ave. and S. 108 St., within the Oak Ridge Square shopping center, and is zoned for commercial purposes. Properties to the north, south and west are zoned and developed for commercial purposes. Properties to the east are zoned and developed for high density residential purposes. 6. 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 special use. Prior uses of the tenant space included smoke shop.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by Duc Nguyen to establish a restaurant within an existing building located at 10708 W. Oklahoma Ave. be, and is hereby granted on the following grounds: That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit, as therein provided.

SECTION 1: ADOPTION “R-2020-0655” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2020-0655 (Non-existent)

AFTER ADOPTION

R-2020-0655(*Added*)

NOW, THEREFORE, BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site, Landscaping, Screening and Architectural Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on October 28, 2020. No alterations or modification to the approved architectural plan shall be permitted without approval by the West Allis Plan Commission.

2. Building Plans, Fire Codes and Licenses. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department. Any applicable licenses shall be applied for and approved. Seating capacity shall be in accordance with limits of occupancy load calculations as approved by Building Inspection and Fire Departments.

3. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 7 parking spaces are required for the proposed use. 108 parking stalls are provided within the Oak Ridge Shopping Center.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the restaurant to be open daily from 8:00am - 9:00pm.

5. Operations. With the approval of this special use the establishment may be granted an outdoor dining area in accordance with updated site/landscaping and architectural plans being approved by the City Department of Development.

6. Window Signage. Window signage shall not exceed twenty (20) percent of the glazed portion of each window frame and be attached to the interior of the window area. No flashing window signage.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Litter. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.

9. Pest Control. Exterior pest control shall be contracted on a monthly basis.

10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code.

11. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, (if any) abutting sidewalk.

12. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner to minimize light splay from the property boundaries.

13. Noxious Odors, Etc. The restaurant shall not emit foul, offensive, noxious or disagreeable odors, gases or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

16. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations, which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

17. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

18. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

19. Acknowledgement. That the applicant signs an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Duc Nguyen, Bambu (tenant)

Thomas E. Weigend, Oak Ridge Apartments Partnership, LLC c/o Colliers International (property owner)

Mailed to applicant on the _____ day of _____, 2020

_____ City Clerk cc: Dept. of Development Dept. of Building Inspections and Neighborhood Services

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Planning Application

Project Name Bambu

Applicant or Agent for Applicant

Name Duc Nguyen
Company _____
Address 5247 S 22nd PL
City Milwaukee State WI Zip 53221
Daytime Phone Number 414-216-8030
E-mail Address DucNguyen403@gmail.com
Fax Number _____

Agent is Representing (Tenant/Owner)

Name Thomas E. Weigend
Company Oak Park Apartments Partnership, LLC c/o Colliers International
Address 833 E. Michigan Street, Suite 500
City Milwaukee State WI Zip 53202
Daytime Phone Number 414-278-6805
E-mail Address Tom.Weigend@Colliers.com
Fax Number 414-276-9501

Property Information

Property Address 10708 W. Oklahoma Avenue
Tax Key No. 519-9994-000
Aldermanic District 5
Current Zoning C-4
Property Owner Oak Park Apartments Partnership, LLC
Property Owner's Address 833 E. Michigan Street, Suite 500
Milwaukee, WI 53202
Existing Use of Property Commercial Retail
Previous Occupant Smokers Pub

Total Project Cost Estimate 490,000

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$500 GH
- Level 1: Site, Landscaping, Architectural Plan Review \$100 (Project Cost \$0-\$1,999) GM
- Level 2: Site, Landscaping, Architectural Plan Review \$250 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$500 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$100
- Extension of Time \$250
- Signage Plan Appeal \$100
- Request for Rezoning \$500 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Request for Ordinance Amendment \$500
- Planned Development District \$1,500 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$725
- Certified Survey Map Re-approval \$75
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- Transitional Use \$500 (Public Hearing Required)
- Formal Zoning Verification \$200

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- Completed Application
- Corresponding Fees
- Project Description
- One (1) set of plans (24" x 36") - check all that apply
 - Site/Landscaping/Screening Plan - on file
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other
- One (1) electronic copy of plans
- Total Project Cost Estimate

Please make checks payable to:
City of West Allis

FOR OFFICE USE ONLY

Plan Commission 10-28-20
Common Council Introduction _____
Common Council Public Hearing 11-4-20

Applicant or Agent Signature [Signature] Date 10/02/20

Property Owner Signature [Signature] Date 10/02/2020



User: WILSON Type: CC Drawer: 1
Date: 10/06/20 01 Receipt no: 56646
BH DEV SPECIAL USE PERMIT 1.00 \$500.00
D&E MAIL PRODUCT LLC 1.00 \$100.00
BH DEV LVL 1 SITE-ARCH PLAN R 1.00 \$100.00
D&E MAIL PRODUCT LLC 1.00 \$100.00
CX CHECK PAYMEN 1.00 \$600.00
Total tendered \$600.00
Total payment \$600.00

Trans date: 10/06/20 Time: 11:56:42

**CITY OF WEST ALLIS
ORDINANCE O-2020-0049**

**ORDINANCE TO CONTINUE EXPEDITED TEMPORARY EXTENSION OF
PREMISES UNTIL MARCH 8, 2021**

AMENDING O-2020-0022

WHEREAS, social distancing guidelines due to the COVID-19 pandemic continue to have a negative effect on businesses that serve alcohol to customers for consumption on premises; and

WHEREAS, evidence indicates that social gathering in outdoor areas significantly decreases the risk of spreading COVID-19 compared to gathering in indoor areas; and

WHEREAS, the City wishes to support its businesses by continuing the program that allows alcohol licensees to allow for social distancing while operating their business through an expedited extension of premises to outdoor areas;

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

SECTION 1: **AMENDMENT** Section 2 of O-2020-0022 is amended by replacing "November 18, 2020" with "March 8, 2021."

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on November 18, 2020.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

1744
20-2828

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } West Allis
 Village of }
 City of }

County of Milwaukee Aldermanic Dist. No. _____
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
TOTAL FEE	\$ <u>215</u>

NO Record OK

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Milwaukee Banquet LLC DBA Wini Kitchen - Home of Pizzas Bryzini

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

President / Member Last Name <u>WALIA</u>	(First) <u>ADIT</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4725 N 159 St. Brookfield wis 5300</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>SINGH</u>	(First) <u>SATWINDER</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>3380 Broadc Rd Brookfield wis 53025</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Wini Kitchen Business Phone Number _____

2. Address of Premises 10535 W Greenfield Ave Post Office & Zip Code West Allis 53214

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

10537 W Greenfield Ave @ West Allis 53214

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

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

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WIS. and date 7/30/2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
We had license in 12419 Hampton Ave Butler
1004 E Summit Ave Oconomowoc WI 53066
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <u>SATWINDER SINGH</u>	Title/Member <u>AGENT</u>	Date <u>10/15/20</u>
Signature <u>Satinder Singh</u>	Phone Number <u>262-751-6546</u>	Email Address <u>SatinderS@yahio.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

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

- Article 1. **Name of the limited liability company:**
Milwaukee Banquet LLC
- Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3. **Name of the initial registered agent:**
Melissa Latavong
- Article 4. **Street address of the initial registered office:**
12419 W Hampton Avenue
Butler, WI 53007
United States of America
- Article 5. **Management of the limited liability company shall be vested in:**
A member or members
- Article 6. **Name and complete address of each organizer:**
Ajit S Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Sharon K Walia
4725 N 159 St
Brookfield, WI 53005
United States of America
- Other Information. **This document was drafted by:**
Melissa S Latavong

Organizer Signature:
Ajit S Walia

jasonsingh@aol.com



FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business Milwaukee Banquet LLC
(Name of Individual, Partners, Corporation or LLC)

Address of Licensed Premises 10535 West Greenfield Ave West Allis WI 53214

Trade Name DBA Wini Kitchen - Home of Pozos Bisyan

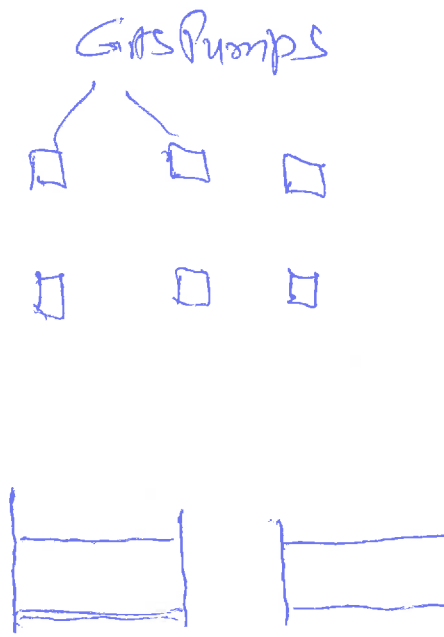
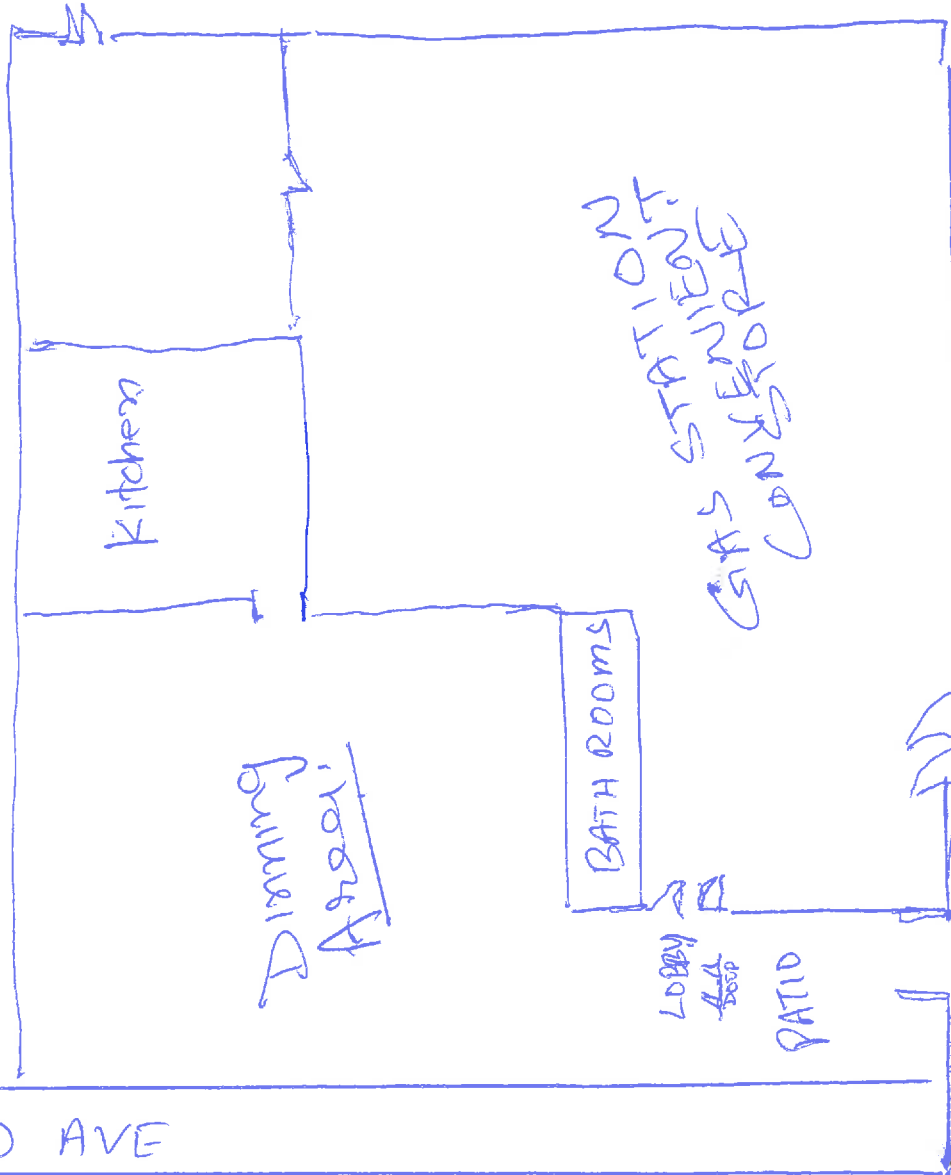
Instructions: In any application for an alcohol beverage retail establishment license, excepting special Class B Beer and Wine Licenses, the applicant shall file a detailed floor plan on an 8 ½ inch by 11 inch sized sheet of paper for each floor of the licensed premises. The floor plan shall include:

1. Provide a written detailed description indicating the portion of the building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described).
2. Area in square feet and dimensions of the licensed premises.
3. Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises, the proposed location of the waiting line, and the location where security searches or identification verification will occur.
4. Locations of all seating areas, bars, and, if applicable, food preparation areas.
5. Locations and dimensions of any alcohol beverage storage and display areas.
6. Locations and dimensions of any outdoor areas available at the premises for the sale, service or consumption of alcohol beverages.
7. North point
8. Date
9. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

FLOOR PLAN FOR MILWAUKEE BANQUET

DBA: ~~WINI~~ KITCHEN,

10535 W Greenfield Ave, West Allis





City Clerk's Office
 7525 W. Greenfield Avenue, West Allis, WI 53214
 (414) 302-8220 www.westalliswi.gov

PLAN OF OPERATION

-NEW APPLICANTS ONLY-

Individual Corporation LLC Partnership

1. Name of Applicant Milwaukee Banquet LLC
(Individual, Corporation, LLC, Partnership)
2. Name Agent, If Applicable: Satwinda Singh
3. Trade Name: DBA Wine Kitchen - home of Pezans Banquet
4. Address of Licensed Premises: 10535 W Greenfield Ave West Allis WI 53214
5. Hours of Operation for the Premises: _____
6. Hours Alcohol will be sold: _____
7. Legal Occupancy Capacity of the Premises: _____
8. Identify the number of parking spaces on the premises. *Do not include street parking.*
 If none, write 0: _____
9. Describe Percentage of sales (*Must TOTAL to 100%*):

a. Alcohol Sales _____ %	b. Entertainment Sales (if applicable) _____ % <small>(MUST have a license under Section 9.033 or 9.034)</small>
c. Food Sales (if applicable) _____ %	d. Other _____ %
10. Is the premises less than 300 feet from any school, hospital, or church? No Yes
11. Types of Business, planned or currently conducted at the premises (choose all that apply):

<input type="checkbox"/> Banquet Hall	<input type="checkbox"/> Bowling Alley	<input type="checkbox"/> Café/Coffee Shop
<input type="checkbox"/> Lounge	<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Corner Store
<input type="checkbox"/> Deli or Fast Food Restaurant	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Gas Station
<input type="checkbox"/> Hotel	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Night Club
<input type="checkbox"/> Private/Fraternal Veteran's Club	<input type="checkbox"/> Sports Facility	<input type="checkbox"/> Supermarket
<input type="checkbox"/> Tavern	<input type="checkbox"/> Teen Club	<input type="checkbox"/> Other _____

SECURITY (attach additional sheets as necessary):

12. Describe the proposed security provisions for off-street parking and loading areas:

13. Number of security personnel expected to be on the premises: Sunday – Thursday _____
 Friday and Saturday _____
14. Security personnel responsibilities:
15. Equipment used by security personnel:
16. Presence and location of security cameras (inside and outside):

17. Will searches or identification verification by conducted? No Yes, describe where:

LITTER AND NOISE (attach additional sheets as necessary):

18. Description of designated smoking area(s). *(To be completed by Class B and C licensees only.)*:

19. Identify the solid waste contractor hired by the applicant:

20. The number and location of exterior and interior trash receptacles.

Interior: _____

Exterior: _____

21. How will the exterior trash/littering be addressed?:

22. How will the noise issues be address?

1744
20-2828

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } West Allis
 Village of }
 City of }

County of Milwaukee Aldermanic Dist. No. _____
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
TOTAL FEE	\$ <u>215</u>

NO
Record
OK

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Milwaukee Banquet LLC DBA Wini Kitchen - Home of Pizzas Brynari

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

President / Member Last Name <u>WALIA</u>	(First) <u>ADIT</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>4725 N 159 St. Brookfield wis 53001</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>SINGH</u>	(First) <u>SATWINDER</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>3380 Broadc Rd Brookfield wis 53025</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

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2. Address of Premises 10535 W Greenfield Ave Post Office & Zip Code West Allis 53214

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10537 W Greenfield Ave @ West Allis 53214

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7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WIS. and date 7/30/2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
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Contact Person's Name (Last, First, M.I.) <u>SATWINDER SINGH</u>	Title/Member <u>AGENT</u>	Date <u>10/15/20</u>
Signature <u>Satinder Singh</u>	Phone Number <u>262-751-6546</u>	Email Address <u>SatinderS@yahio.com</u>

TO BE COMPLETED BY CLERK

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State of Wisconsin
Department of Financial Institutions

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Article 1. **Name of the limited liability company:**

Milwaukee Banquet LLC

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

Article 3. **Name of the initial registered agent:**

Melissa Latavong

Article 4. **Street address of the initial registered office:**

12419 W Hampton Avenue
Butler, WI 53007
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Ajit S Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Sharon K Walia
4725 N 159 St
Brookfield, WI 53005
United States of America

Other Information. **This document was drafted by:**

Melissa S Latavong

Organizer Signature:

Ajit S Walia

jasonsingh@aol.com



FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business Milwaukee Banquet LLC
(Name of Individual, Partners, Corporation or LLC)

Address of Licensed Premises 10535 West Greenfield Ave West Allis WI 53214

Trade Name DBA Wini Kitchen - Home of Pozos Bisyan

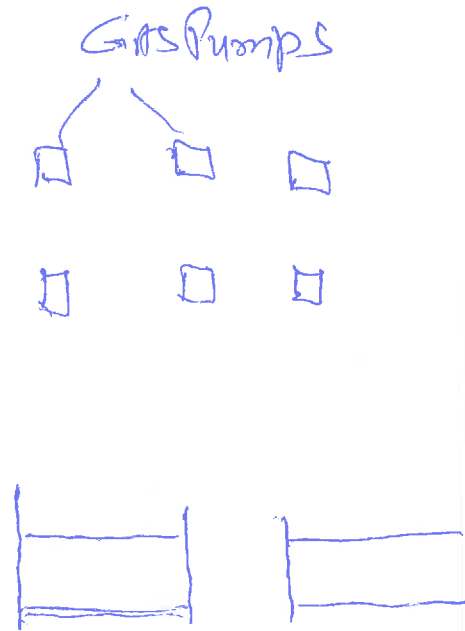
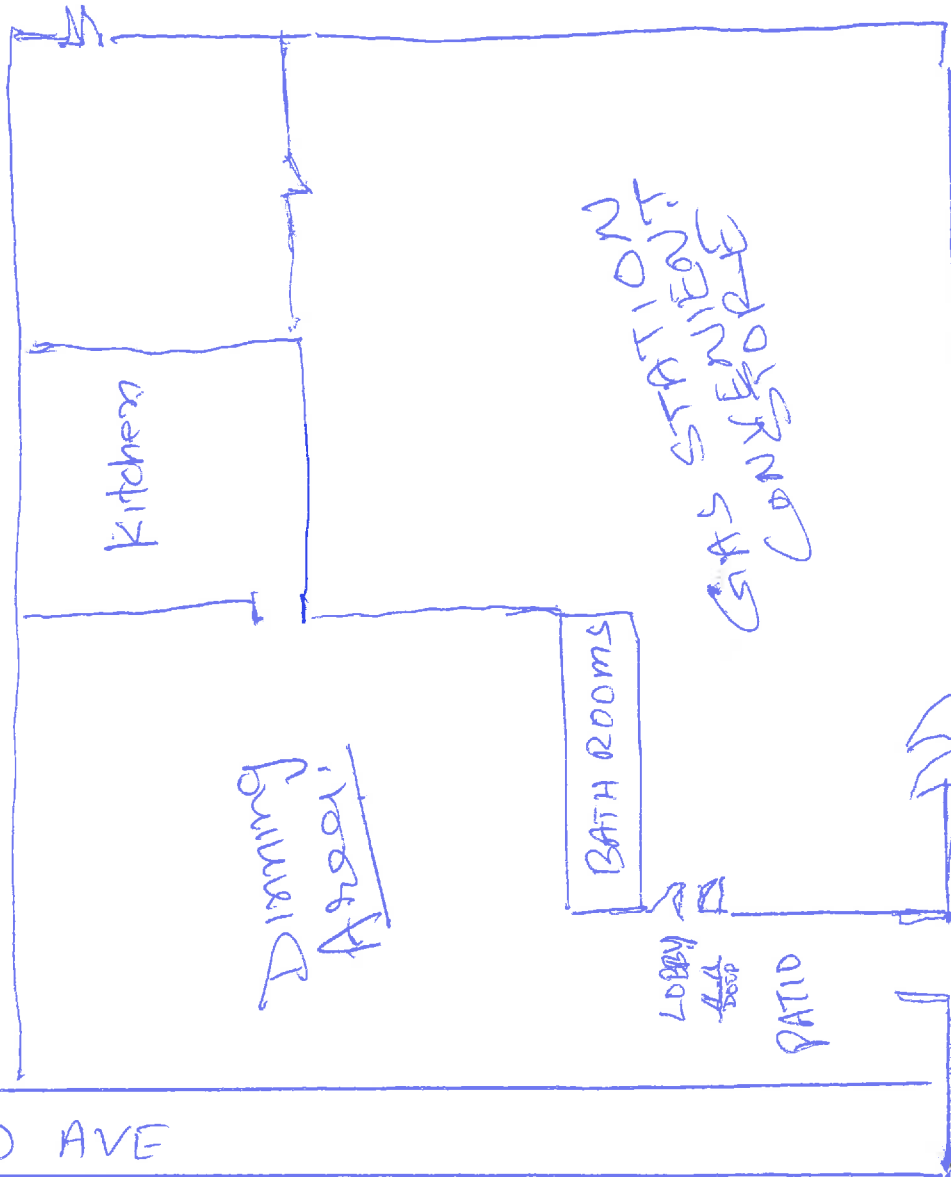
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9. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

FLOOR PLAN FOR MILWAUKEE BANQUET

DBA: ~~WINI~~ KITCHEN,

10535 W Greenfield Ave, West Allis





PLAN OF OPERATION

-NEW APPLICANTS ONLY-

Individual Corporation LLC Partnership

1. Name of Applicant Milwaukee Banquet LLC
(Individual, Corporation, LLC, Partnership)
2. Name Agent, If Applicable: Satwinda Singh
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 If none, write 0: _____
9. Describe Percentage of sales (*Must TOTAL to 100%*):

a. Alcohol Sales _____ %	b. Entertainment Sales (if applicable) _____ % <small>(MUST have a license under Section 9.033 or 9.034)</small>
c. Food Sales (if applicable) _____ %	d. Other _____ %
10. Is the premises less than 300 feet from any school, hospital, or church? No Yes
11. Types of Business, planned or currently conducted at the premises (choose all that apply):

<input type="checkbox"/> Banquet Hall	<input type="checkbox"/> Bowling Alley	<input type="checkbox"/> Café/Coffee Shop
<input type="checkbox"/> Lounge	<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Corner Store
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<input type="checkbox"/> Hotel	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Night Club
<input type="checkbox"/> Private/Fraternal Veteran's Club	<input type="checkbox"/> Sports Facility	<input type="checkbox"/> Supermarket
<input type="checkbox"/> Tavern	<input type="checkbox"/> Teen Club	<input type="checkbox"/> Other _____

SECURITY (attach additional sheets as necessary):

12. Describe the proposed security provisions for off-street parking and loading areas:

13. Number of security personnel expected to be on the premises: Sunday – Thursday _____
 Friday and Saturday _____
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LITTER AND NOISE (attach additional sheets as necessary):

18. Description of designated smoking area(s). *(To be completed by Class B and C licensees only.)*:

19. Identify the solid waste contractor hired by the applicant:

20. The number and location of exterior and interior trash receptacles.

Interior: _____

Exterior: _____

21. How will the exterior trash/littering be addressed?:

22. How will the noise issues be address?

2020-2022 Operator's License (bartender/sales clerk) applications:

- Braun, Michelle Nicole
- Brusola, Josephine R.
- Ceja, Eloisa
- Fink, Todd A
- Johnson, LaSasha Lee
- Mattice, Anthony A.
- Mente, Macey A
- Mull, Giviant L
- Patrick, Sharde E
- Sepulveda, Cecila K.
- Sepulveda, Cecilia Karena
- Villa, Miranda E
- Washington, Tairerica Dorothy
- Welch, Janet

DOWNTOWN West Allis BID

7231 W. GREENFIELD AVE.. SUITE 201 · WEST ALLIS, WI 53214
PHONE (414) 774-2676 · FAX (414) 774-7728
WWW.WESTALLISDOWNTOWN.COM

Mayor Dan Devine
City of West Allis
7525 W. Greenfield Avenue
West Allis, 53214

October 28, 2020

Dear Mayor Devine,

The *Downtown West Allis* Business Improvement District would like to recommend the following individuals for reappointment to our Board of Directors. We believe that these individuals offer the knowledge, skills, enthusiasm to play an integral part in the development and continued success of the *Downtown West Allis*.

Three-year term – expires 10/10/23

Thomas Miller
Steakhouse 100
7244 W. Greenfield Avenue
West Allis, WI 53214

Three-year term – expires 10/10/23

Donald Falk
B & K Bar Supplies
7100 W. Greenfield Avenue
West Allis, WI 53214

Three-year term – expires 10/10/23

Jacqueline Ellington
DC Ellington Company
8001 W. Lincoln Avenue
West Allis, WI 53227

Thank you for your attention to this matter. We look forward to your confirmation.

Sincerely,



Dianne M. Eineichner
Executive Director.



A MAIN STREET COMMUNITY
BUILDING A POSITIVE IMAGE THAT ENCOURAGES CUSTOMER GROWTH AND
WELCOMES COMMUNITY INVOLVEMENT

