



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, September 21, 2021

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. Weigel.

D. PUBLIC HEARINGS

None.

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) - Administration & Finance, Safety & Development

Room 128 - License & Health, Public Works, Advisory

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

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

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

I. APPROVAL OF MINUTES

1. [2021-0988](#) September 7 & 15, 2021 Draft Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

2. **R-2021-0495** Resolution relative to approval of the agreement with Mediation Resolutions, LLC for mediation.

Recommendation: Adopt

3. **2021-0838** Claim by Aria Realty Mitchell Manor LLC for excessive assessment.

Recommendation: Refer to City Attorney

4. **2021-0842** Claim by Brian Polczynski regarding property damage at 6302-04 W. Arthur Avenue on March 27, 2021.

Recommendation: Refer to City Attorney

5. **2021-0878** Resignation of Ed Lisinski, Director of Building Inspection and Neighborhood Services.

Recommendation: Approve

6. **R-2021-0593** Resolution to renew the agreement with the Village of West Milwaukee for public health services for 2022 - 2023.

Recommendation: Approve

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

7. [R-2021-0584](#) Resolution to approve a five-year contract with OpenGov for licensing, permitting, and service delivery software.
Recommendation: Adopt
8. [R-2021-0590](#) Resolution to authorize a transfer of \$85,000 from the Sanitation Salary and Wages account to the Sanitation and Street Division repair accounts to address necessary repairs for equipment.
Recommendation: Adopt
Sponsors: Administration and Finance Committee
9. [2021-0989](#) Discussion regarding potential reductions to operating budget expenses.
For agenda item #9, the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(g) of the state statutes for the purpose of conferring with legal counsel for the committee who is rendering oral or written advice concerning strategy to be adopted by the committee with respect to litigation in which it 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.

PUBLIC WORKS COMMITTEE

10. [R-2021-0559](#) Resolution to approve bid of Cudahy Roofing & Supply, Inc. for the installation of modified bitumen roof replacement and related work at the West Allis Department of Public Works located at 6300 W. McGeoch Ave. in the amount of \$63,550.
Recommendation: Adopt
Sponsors: Public Works Committee
11. [R-2021-0581](#) Resolution relative to accepting the proposal of Crowley Construction Corporation to install railroad crossing pavement marking for an amount not to exceed \$15,000 and approving a 2021 Engineering Department Fund Transfer and Amending the 2021 Capital Improvement Program.
Sponsors: Public Works Committee
12. [R-2021-0582](#) Resolution authorizing the City Engineer to amend an existing Professional Services Contract with R.A. Smith, Inc. to provide Traffic Engineering Services for the City of West Allis Engineering Department for an amount not to exceed \$14,475.
Sponsors: Public Works Committee

SAFETY & DEVELOPMENT COMMITTEE

13. [R-2021-0525](#) Resolution relative to determination of an Application for a Special Use Permit to establish a mixed use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81st St.
Sponsors: Safety and Development Committee

14. [R-2021-0577](#) Resolution to approve Fourth Amendment to the Development Agreement between the City of West Allis and Cobalt Partners LLC, Tax Incremental District 16, within the S. 70th St. Corridor (West Quarter).

Recommendation: Adopt

LICENSE & HEALTH COMMITTEE

15. [2021-0794](#) New Class B Tavern License and Public Entertainment Premise Permit for MB Dining LLC, d/b/a The Reunion, 6610 W. Greenfield Ave, West Allis, WI 53214; Agent: Christopher Paul.

16. [2021-0879](#) August 2021 Police Department tavern violations/calls for service report.

Recommendation: Place on File

ADVISORY COMMITTEE

17. [2021-0991](#) Appointment by Mayor Devine of Kime Abduli as a member of the Fair Housing Board, with a 3-year term to expire February 1, 2023.

Recommendation: Approve

18. [2021-0982](#) Re-appointment by Mayor Devine of Alissa Olstead as a member of the Community Development Block Grant Committee, with a 2-year term to expire September 2023.

Recommendation: Approve

19. **2021-0992** Re-appointment by Mayor Devine of Adam Hengel as the WAWM School District Designee to the Library Board, with a 3-year term to expire September 2024.

Recommendation: Approve

N. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

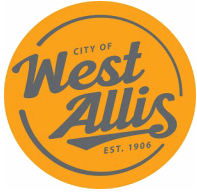
The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, September 7, 2021

7:03 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

YouTube Link:

<https://www.youtube.com/user/westalliscitychannel/videos>

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

Ald. Tenorio led the Pledge of Allegiance.

D. PUBLIC HEARINGS

Steve Schaer, Planning & Zoning Manager, gave an explanation for the public hearing items. There were no public comments.

1. [O-2021-0057](#) Ordinance to convert site plan improvement sureties from mandatory to optional.
Sponsors: Aldersperson Lajsic
2. [O-2021-0059](#) Ordinance to amend the definition of medical service facility and create a definition and regulations for narcotic treatment service facility.
Sponsors: Aldersperson Lajsic
3. [R-2021-0519](#) Resolution relative to determination of an Application for a Special Use Permit for a proposed daycare, to be located at 11112 W. National Ave.
Sponsors: Safety and Development Committee
4. [R-2021-0522](#) Resolution relative to determination of an Application for a Special Use amendment for a proposed kitchen addition to the Bake Sale, an existing café, located at 6923 W. Becher St.
Sponsors: Safety and Development Committee
5. [R-2021-0525](#) Resolution relative to determination of an Application for a Special Use Permit to establish a mixed use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81st St.

Sponsors: Safety and Development Committee

E. CITIZEN PARTICIPATION

Johnathan Wickman, 6955 S. Riverwood Blvd., Franklin, introduced himself as the Republican candidate for Governor.

Judy Schmidt, 2521 S. 75th St., presented a petition opposing the proposed bar "G-Spot".

Melissa & Glenn Schrubbe, N89W16135 Main St. Menomonee Falls, introduced themselves as the applicants for the proposed G-Spot Bar. They currently own another bar in District 1.

Tammy Dopp, 1303 S. 73rd St. owns Dopp's Bar which is next door to the Dog House which is owned by the Schrubbe's and supports their efforts.

Darold Wegner, 7535 W. Beloit Rd., lives across the street from the proposed bar and opposes it. There is also a problem with people using the alley to access Beloit Road.

Theresa Rankin, lives 3 houses away from the proposed bar and opposes it.

John Dashek, 2536 S. 76th St., lived here for 14 years and opposes the proposed bar. He is afraid for his 3-year old daughter's safety.

Isaac Hernandez, 2518 S. 76th St., is opposed to the proposed bar.

Colleen Volland, owns a business at 7105 W. Greenfield Avenue and is in favor of adopting state standards for automatic sprinkler systems and will allow her business to expand.

Teresa Wrench, 7512 W. Beloit Rd., is opposed to the proposed bar.

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 thanked the Public Works Department for their storm clean-up. The city lost over 120 trees and Public Works received around 1,000 calls for service. There were also neighborhood groups and organizations that were out helping cleaning up. Everyone came together as a community. He thanked Forestry, Sanitization and Public Works crews and those citizens and groups who helped clean up. Also, a new Mexican restaurant with great food opened a couple of weeks ago called The Wrestling Taco, located at 1606 S. 84th Street.

H. ALDERPERSON'S REPORT

Ald. Kuehn thanked Quintell Robinson, owner of Legacy Cuts Barbershop. He reached out to her wanting to do a new book-bag drive which they filled over 60 of them. She thanked him for the event and being a part of the community.

I. APPROVAL OF MINUTES

6. [2021-0604](#) August 3, 2021 Draft Common Council Minutes.
7. [2021-0620](#) June 15, 2021 Draft Common Council Minutes.

Ald. Lajsic moved to approve items #6 & #7, seconded by Ald. Stefanski, motion carried.

J. STANDING COMMITTEE REPORTS**LICENSE & HEALTH COMMITTEE**

8. [2021-0758](#) Summons and Complaint in the matter of complaint against E. Bomback and L. Bald, Partners, d/b/a The Spot, 6424 W. Greenfield Ave. Agent: Edward Bomback.
- No action taken. License & Health Committee will schedule a hearing.**
14. [2021-0625](#) New Class B Tavern License Application for DHV Enterprises, LLC, d/b/a The G Spot, 7534 W. Beloit Road. Agent: Glenn Schrubbe.
- Ald. Roadt moved to refer this item back to the License & Health Committee and hold for engineering review until the site plan and landscaping reports are received, seconded by Ald. Vitale, motion carried by the following vote:**
- Aye:** 9 - Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- No:** 1 - Grisham
9. [2021-0680](#) Class B Tavern Temporary Premise Extension request for Kip's Inn, 837 S. 108th St. for an event to be held on Saturday, September 25, 2021.
- Approved.**
10. [2021-0628](#) Class B Tavern Temporary Premise Extension request for Stalley Cats LLC, 6201 W. Mitchell St, with one (1) exception; from the proximity to residential premises requirement, establishment is less than 200 feet from a residential premise, for an event to be held on Saturday, September 25, 2021.
- Approved.**
12. [2021-0623](#) Renewal application for secondhand article & jewelry dealer.
- Secondhand Article & Jewelry Dealer
*Leticia Sobczak, Bob's Coins & Collectibles
- Approved.**
15. [2021-0626](#) 2021-2023 New Operator's License (Bartender/Sales Clerk) application for Kimberly Winkelman.
- Denied.**
16. [2021-0627](#) 2021-2023 Renewal Operator's License (Bartender/Sales Clerk) application for Kevin Stanelle.

Approved.

Passed The Block Vote

Ald. Vitale moved to approve the License & Health Committee recommendations, items #9, #10, #12, #15 & #16, motion carried on a block vote.

11. [2021-0607](#) New Class A Liquor License application for Cleveland Liquor LLC, d/b/a Cleveland Liquor, located at 9131 W. Cleveland Ave. Agent: Hemant Khuttan.

Ald. Vitale moved to approve the License & Health Committee recommendation to approve this item. The motion carried by the following vote:

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

No: 1 - Roadt

13. [2021-0624](#) New Class A Beer License application for Badger State Petroleum, Inc. d/b/a Oklahoma BP, located at 10731 W. Oklahoma Ave. Agent: Didar Singh.

Ald. Vitale moved to approve the License & Health Committee recommendation to deny this item. The motion carried by the following vote:

Aye: 6 - Grisham, Haass, Reinke, Roadt, Stefanski, and Weigel

No: 4 - Kuehn, Lajsic, Tenorio, and Vitale

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

17. [2021-0606](#) July 2021 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$145,929.92.
Placed on File.
18. [2021-0813](#) August 2021 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$ 59,721.11.
Placed on File.
19. [2021-0782](#) Claim by Mary Jo Parbs regarding garbage cart damage at 2953 S. 104th St.
Referred to City Attorney.
20. [2021-0786](#) Claim by Homesite Insurance on behalf of Jacob Cruz for property damage at 2780 S. 76th St.
Referred to City Attorney.
21. [2020-0244](#) Summons and Compliant by the Estate of Duke A. Swan vs the City of West Allis et al, regarding injury to person at 1962 S. 59th St. on June 16, 2018, Case No. 2020CV002259.
Placed on File.
22. [2020-0344](#) Claim by Robert Mills regarding injuries and damages at W. Rogers St. and S. 116th St. on April 27, 2020.
Denied.

23. [2020-0559](#) Summons and Complaint of Renee Kretlow regarding injury to person at 1444 S. 70th St. on or about May 8, 2017, Case No. 2020CV003972.
Placed on File.
24. [2020-0836](#) Summons & Complaint by Reynaldo J. Narvaez regarding personal injury on March 22, 2018, Case No. 2020CV006883.
Placed on File.
25. [2021-0199](#) Claim by Anita Jones regarding damage to vehicle at 2227 S. 66th St. on February 4, 2021, American Family Mutual Insurance Company, Claim No. 01-003-074531.
Placed on File.
26. [2021-0213](#) Claim by Hilda Alanis regarding damage to vehicle at 3450 S. 108th St. on February 24, 2021.
Placed on File.
27. [2021-0300](#) Claim by Milwaukee County Transit System regarding damage to bus #5624 at the intersection of S. 70th St. and W. Greenfield Ave. on October 14, 2020.
Denied.
28. [2021-0381](#) Claim by Lori King regarding damage to vehicle on April 9, 2021 at 2101 S. 58th St. on April 9, 2021.
Placed on File.
29. [2021-0398](#) Claim by Eric Stach regarding damage to vehicle on May 17, 2021 at 10510 W. Oklahoma Ave.
Placed on File.
30. [2021-0465](#) Claim by Benjamin Riche regarding damage to residential property, garage and vehicle on March 18, 2021 at 6604 W. Revere Pl.
Denied.
31. [2021-0541](#) Claim by Tristan Hoefler regarding damage to residential property on May 27, 2021 at 1232 S. 72nd St.
Denied.
32. [2021-0483](#) Claim by Katrina Johnson regarding damage to vehicle on June 25, 2021 at S. 81st between Orchard and Greenfield
Placed on File.
33. [2021-0608](#) Claim by Jason Venisnik of V. Marchese regarding damage to vehicle at 6832 W. Becher St. on August 3, 2021.
Referred to City Attorney.
34. [2021-0609](#) Summons and Complaint by Lakeview Loan Servicing LLC vs Shannon M. Lesniewski regarding foreclosure of mortgage (Case No. 2021CV004705)
Referred to City Attorney.

35. [2021-0733](#) Claim by Element 84 LLC for excessive assessment.
Referred to City Attorney.
36. [2021-0735](#) Claim by Erie Insurance Exchange vs Hayward Pharmacy Inc.
Referred to City Attorney.
37. [2021-0737](#) Claim by Wisconsin Housing & Economic Development Authority vs Armando Hernandez et al.
Referred to City Attorney.
38. [2021-0679](#) Downtown West Allis Business Improvement District (BID) requesting street closure of 71st Street, south of Greenfield Ave., from 10:00 a.m. to 4:00 p.m. and use of supplies from the Department of Public Works, for the Milwaukee Empty Bowls (MEB) Pop-Up Hosted by Cream City Clay event, on Saturday, October 2, 2021.
Approved.
39. [2021-0601](#) Finance Director/Comptroller submitting report for July 2021 indicating City of West Allis checks issued in the amount of \$3,354,378.91.
Placed on File.
40. [2021-0814](#) Finance Director/Comptroller submitting report for August 2021 indicating City of West Allis checks issued in the amount of \$4,581,028.75.
Placed on File.

Passed The Consent Vote

Ald. Lajsic moved to approve the Consent Agenda, items #17 - #40, motion carried on a consent vote.

L. COMMON COUNCIL RECESS

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

The Council recessed at 8:21 p.m. and returned at 9:27 p.m. Roll Call was taken and the following were present:

Present 11 - Mayor Devine, Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

41. [R-2021-0498](#) Resolution authorizing the continuation of the Humana Medicare Advantage Plan for Medicare eligible retirees, from January 1, 2022 to December 31, 2022.
Committee Action: Ald. Lajsic moved to adopt, Ald. Weigel seconded, motion carried.

42. [R-2021-0528](#) Resolution to consider a Memorandum of Understanding between the City of West Allis and First-Ring Industrial Redevelopment Enterprise, Inc.

Sponsors: Administration and Finance Committee

Committee Action: Ald. Weigel moved to adopt, Ald. Tenorio seconded, motion carried.

43. [R-2021-0535](#) Resolution relative to renewal of the agreement with the Village of West Milwaukee for Information Technology Services for 2022-2024.

Committee Action: Ald. Tenorio moved to adopt, Ald. Lajsic seconded, motion carried.

Adjourned recess meeting at 8:47 p.m.

Passed The Block Vote

Ald. Haass moved to approve the actions on items #41 - #63 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

44. [2021-0697](#) 2022 - 2026 Capital Improvement Program.

Held in Committee.

45. [2021-0490](#) West Allis Professional Police Association request to open contract negotiations.

Held in Committee.

46. [2021-0469](#) West Allis Professional Firefighter's Association, Local 342, IAFF request to open contract negotiations.

Held in Committee.

PUBLIC WORKS COMMITTEE

47. [R-2021-0506](#) Resolution authorizing the City Engineer to amend an existing agreement with Donohue & Associates, Inc. for Engineering Consulting Services related to the design of the emergency generator located at the West Allis Police and Municipal Court Center in an amount not to exceed \$31,000.

Sponsors: Public Works Committee

Committee Action: Ald. Stefanski moved to adopt, Ald. Reinke seconded, motion carried.

48. [R-2021-0507](#) Resolution accepting work of LaLonde Contractors, Inc. for street construction and authorizing settlement of said contract in accordance with contract terms for final payment of 2019 Project No. 3 in the amount of \$3,000.

Sponsors: Public Works Committee

Committee Action: Ald. Stefanski moved to adopt, Ald. Grisham seconded, motion carried.

- 49. [R-2021-0508](#) Resolution to amend an existing Professional Services Contract with AECOM Technical Services, Inc. to provide Construction Engineering Services for two Green Solutions parking lots in the Business Improvement District, for an amount not to exceed \$19,400.

Sponsors: Public Works Committee

Committee Action: Ald. Grisham moved to adopt, Ald. Vitale seconded, motion carried.

- 50. [R-2021-0529](#) Resolution to approve bid of MJ Construction, Inc. for water main relay and pavement restoration in S. 104th St. from W. Dakota St. to W. Manitoba St. and S. 105th St. from W. Dakota St. to W. Manitoba St. in the City of West Allis in the amount of \$298,107.

Sponsors: Public Works Committee

Committee Action: Ald. Grisham moved to adopt, Ald. Reinke seconded, motion carried.

- 51. [2021-0687](#) Communication from the City Engineer regarding 2022 Special Assessment rates.

Committee Action: Ald. Reinke moved to place on file, Ald. Vitale seconded, motion carried.

Adjourned recess meeting at 8:35 p.m.

Passed The Block Vote

Ald. Roadt moved to approve the actions on items #47 - #51 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

Public Hearing Items (Safety & Development Committee)

- 52. [O-2021-0057](#) Ordinance to convert site plan improvement sureties from mandatory to optional.

Sponsors: Alderperson Lajsic

Committee Action: Ald. Kuehn moved to pass, Ald. Weigel seconded, motion carried.

- 53. [O-2021-0059](#) Ordinance to amend the definition of medical service facility and create a definition and regulations for narcotic treatment service facility.

Sponsors: Alderperson Lajsic

Committee Action: Ald. Kuehn moved to pass, Ald. Weigel seconded, motion carried.

54. [R-2021-0519](#) Resolution relative to determination of an Application for a Special Use Permit for a proposed daycare, to be located at 11112 W. National Ave.
- Sponsors:** Safety and Development Committee
- Committee Action:** Ald. Haass moved to adopt, Ald. Tenorio seconded, motion carried.
55. [R-2021-0522](#) Resolution relative to determination of an Application for a Special Use amendment for a proposed kitchen addition to the Bake Sale, an existing café, located at 6923 W. Becher St.
- Sponsors:** Safety and Development Committee
- Committee Action:** Ald. Kuehn moved to adopt, Ald. Tenorio seconded, motion carried.
56. [R-2021-0525](#) Resolution relative to determination of an Application for a Special Use Permit to establish a mixed use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81st St.
- Sponsors:** Safety and Development Committee
- Committee Action:** Ald. Kuehn moved to deny, Ald. Haass seconded, motion carried.
58. [O-2021-0070](#) Ordinance to adopt state standards for automatic fire sprinkler systems.
- Sponsors:** Alderperson Weigel
- Committee Action:** Ald. Weigel moved to pass, Ald. Tenorio seconded, motion carried.
- Adjourned recess meeting at 9:03 p.m.

Passed The Block Vote

Ald. Lajsic moved to approve the actions on items #52 - #56 & #58 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

56. [R-2021-0525](#) Resolution relative to determination of an Application for a Special Use Permit to establish a mixed use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81st St.
- Sponsors:** Safety and Development Committee
- Ald. Weigel moved to postpone this item to the September 21, 2021 Common Council meeting, seconded by Ald. Kuehn, motion carried.**
57. [O-2021-0066](#) Ordinance to adopt parking restrictions on the north side of W. Lapham Street from S. 92nd St. to 100 feet west of S. 92nd St.
- Sponsors:** Alderperson Grisham
- Held in Committee and referred to Engineering for review.**

LICENSE & HEALTH COMMITTEE

15. [2021-0626](#) 2021-2023 New Operator’s License (Bartender/Sales Clerk) application for Kimberly Winkelman.

Ald. Vitale moved to reconsider and refer this item back to the License & Health Committee on September 21, 2021, seconded by Ald. Lajsic, motion carried.

59. [O-2021-0063](#) Ordinance to amend outdoor premises and temporary extension process.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Committee Action: Ald Grisham moved to pass, Ald. Reinke seconded, motion carried.

60. [R-2021-0532](#) Amendment to fee schedule in conjunction with O-2021-0063.

Committee Action: Ald Grisham moved to adopt, Ald. Stefanski seconded, motion carried.

61. [2021-0792](#) Class B Tavern Temporary Premise Extension request for West Allis Cheese & Sausage Shoppe, 6832 W. Becher St., with three (3) exceptions; (proximity to residential premises requirement, establishment is less than 200 feet from a residential premise, exception from the sound limitations and exception for outside the normal duration), for an event to be held on Saturday, October 2, 2021.

Committee Action: Ald. Stefanski moved to approve, Ald. Reinke seconded, motion carried as amended to include a condition that the sound is less than 100 decibels at 100 feet from the source of sound.
Adjourned recess meeting at 9:17 p.m.

Passed The Block Vote

Ald. Vitale moved to approve the actions on items ##15 and #59 - #61 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

62. [2021-0793](#) Class B Tavern Temporary Premise Extension request for Paulie’s Pub, 8031 W. Greenfield Ave. with three (3) exceptions (proximity to residential premises requirement, establishment is less than 200 feet from a residential premise; exception from the sound limitations and exception from the normal time duration), for events to be held September 10-12; September 18-19 & September 25-26.

Committee Action: Ald. Grisham moved to deny as presented, Ald. Reinke seconded, motion failed 2-3; nays by Alds. Vitale, Stefanski & Roadt.

Committee Action: Ald. Stefanski moved to approve this item as amended for event dates September 10 & 19, Ald. Roadt seconded, motion carried 3-2; nays by Alds. Reinke & Grisham.

Committee Action: Ald. Stefanski moved to approve event dates September 10 & 19, seconded by Ald. Roadt, motion carried 3-2; nays by Alds. Reinke & Grisham.

Common Council Action: Ald. Grisham requested separation of item #62, to approve the committee recommendation. The motion was carried by the following vote:

Aye: 7 - Kuehn, Lajsic, Roadt, Stefanski, Tenorio, Vitale, and Weigel

No: 3 - Grisham, Haass, and Reinke

14. [2021-0625](#)

New Class B Tavern License Application for DHV Enterprises, LLC, d/b/a The G Spot, 7534 W. Beloit Road. Agent: Glenn Schrubbe.

Committee Action: Ald. Roadt moved to postpone this item until engineering review, site plan and landscaping reports are received, seconded by Ald. Reinke.

Common Council Action: Ald. Grisham requested separation of item #14, to approve the committee recommendation. The motion was carried by the following vote:

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

No: 1 - Grisham

ADVISORY COMMITTEE

63. [2021-0808](#)

Re-Appointment by Mayor Devine of Hollis Patzer, Steve Hook, Dawn Groshek, Caroline Dlouhy & Marcia Lawson to the Community Development Block Grant Committee, for a two (2) year term, to expire September 1, 2023.

Committee Action: Ald. Vitale moved to approve, Ald. Roadt seconded, motion carried.

64. [2021-0812](#)

Appointment by Mayor Devine of Jennifer Krueger as the District 2 Representative to the Community Development Block Grant Committee.

Committee Action: Ald. Vitale moved to approve, Ald. Stefanski seconded, motion carried.

Adjourned recess meeting at 9:17 p.m.

Passed The Block Vote

Ald. Reinke moved to approve the actions on items #63 - #64 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

N. ADJOURNMENT

Ald. Vitale moved to adjourn at 9:38 p.m., seconded by Ald. Stefanski, motion carried.

Next scheduled meeting is September 21, 2021 at 7:00 p.m.

YouTube Meeting Links:

June 15, 2021

Committee of the Whole

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

Common Council Part 1

<https://www.youtube.com/watch?v=fx4VLfADydM>

Recess - Administration & Finance; Safety & Development

<https://www.youtube.com/watch?v=KKRRAV1EsJo>

Recess - License & Health; Public Works; Advisory

<https://www.youtube.com/watch?v=qTo2hgNm0Cs>

Common Council Part 2

<https://www.youtube.com/watch?v=yClyQBY863U>



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

NON-DISCRIMINATION STATEMENT

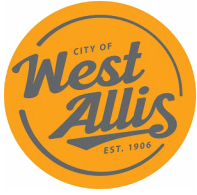
The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis Meeting Minutes Common Council

Mayor Dan Devine, Chair

Alderson Thomas G. Lajsic, Council President

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

Wednesday, September 15, 2021

6:00 PM

City of West Allis YouTube Channel

SPECIAL MEETING

NOTICE OF VIRTUAL MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Excused 1 - Grisham

C. PLEDGE OF ALLEGIANCE

Ald. Vitale led the Pledge of Allegiance.

D. NEW AND PREVIOUS MATTERS

1. [2021-0936](#) Class B Tavern Temporary Premise Extension request for Wrestling Taco, 1606 S. 84th Street, for an event to be held on Friday, September 17, 2021.

Ald. Reinke moved to approve this item, seconded by Ald. Haass, motion carried.

E. ADJOURNMENT

Ald. Stefanski moved to adjourn at 6:03 p.m., seconded by Ald. Kuehn, motion carried.

Next scheduled meeting is September 21, 2021 at 7:00 p.m.



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**CITY OF WEST ALLIS
RESOLUTION R-2021-0495**

**RESOLUTION RELATIVE TO APPROVAL OF THE AGREEMENT WITH
MEDIATION RESOLUTIONS, LLC FOR MEDIATION.**

WHEREAS, the Cathy Worthington was the mediator for Wisconsin Community Services, Inc. and has interest in continuing to provide mediation services for the City of West Allis with her new business - Mediation Resolutions, LLC; and

WHEREAS, City funds have been allocated for this purpose; and

WHEREAS, it is in the best interest of the City and the Mediation Resolutions, LLC to enter into an agreement for the provision of mediation services.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached agreement for mediation services through Mediation Resolutions, LLC be and is hereby approved. BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute and deliver said agreement on behalf of the City.

SECTION 1: **ADOPTION** “R-2021-0495” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0495(*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



Mediation Resolutions

P.O. Box 1902
Brookfield, WI 53008-1902
(262) 825-3037
mediationresolutions@outlook.com

August 5, 2021

Re. Memorandum of Understanding

Ms. Rebecca Grill, City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Dear City Administrator Grill:

This letter outlines the relationship between Mediation Resolutions LLC and the City of West Allis regarding the West Allis Mediation Center. Both parties agree that mediation services will be offered in the year 2021, beginning on September 7, 2021 under the following terms. **The following areas of dispute will be considered appropriate for mediation referral by the Police Department and/or any City/Village Officials:**

Neighbor/Neighbor disputes including but not limited to:

- Noise complaints
- Barking dogs
- Boundary issues
- Landlord/Tenant disputes
- Family disputes (excluding placement, visitation or custody)
- Juvenile disputes

The following is a fee schedule for the various levels of service which will be provided. This schedule for communities remains at the same rates and levels of community service as in 2012.

- \$50.00-Case management for initial referral
- \$75.00-If first party agrees to mediate and the case manager contacts the second party.
- \$100.00-Case management for multi-party disputes (3 or more groups of people)
- \$125.00-Mediation not scheduled, but telephone conciliation or resolution as a result of the case manager's intervention
- \$125.00-Mediation scheduled, but cancelled and not rescheduled -mediator was obtained, paperwork sent to parties, etc.
- \$125.00-Mediation scheduled, but one of the parties fails to show up
- \$250.00-Basic two-party mediation hearing held
- \$300.00-Multi-party mediation hearing held (disputes of 3 or more groups of people)

Mediation Resolutions LLC will provide:

- Experienced management and knowledge
- A well trained and experienced group of mediators
- Presentations and/or in-service trainings to police department personnel and to city/village official administrative staff
- Staff and/or voicemail to receive calls
- Zoom and/or face-to-face mediation sessions at the city/village
- Any follow-up client evaluations of the services provided
- A Disposition Notice to the referring police officer or city/village official and the city/village official overseeing this program
- Quarterly statistics regarding the outcome of referrals

The city/village will:

- Identify, refer through a developed mechanism and encourage cases for mediation
- Assist in generating police and city/village official knowledge of the service
- Provide or assist in arranging free space to conduct the mediations locally
- Provide security backup when the case has been identified by the police as volatile
- Provide printing for brochures if Mediation Resolutions LLC provides material appropriate
- Provide direct feedback about the program success

This is an informal agreement and at any time, by letter to the other party, either party may withdraw from this Memorandum of Understanding.

Thank you for the opportunity to allow Mediation Resolutions LLC to serve you in 2021.

Sincerely,

Cathy Warmington

Cathy Warmington
Mediation Resolutions LLC

FILED
08-16-2021
John Barrett
Clerk of Circuit Court
2021CV004934
Honorable Kevin E.
Martens-27
Branch 27

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

ARIA REALTY MITCHELL MANOR LLC
8150 Central Park Avenue
Skokie, IL 60076

Plaintiff,

v.

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis WI, 53214

Defendant.

Case No. _____

Case Code: 30301

SLH Services

Server SLH Services

Date 9-7-21 Time 11:50 AM

SUMMONS

STATE OF WISCONSIN:

To the above-named Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: **Milwaukee County Clerk of Courts, 901 N. 9th St., Milwaukee, Wisconsin 53233**, and to Plaintiff's attorneys, whose address is **The Law Office of Kevin M. Scott LLC, 2665 South Moorland Road, Suite 200, New Berlin, Wisconsin 53151**. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

If you require assistance or auxiliary aids or services because of a disability, call 608-266-4311 (TDD 608-266-4625), and ask for the Court ADA Coordinator.

Dated this 13th day of August, 2021.

THE LAW OFFICE OF KEVIN M. SCOTT LLC

Electronically signed by Kevin M. Scott

Kevin M. Scott (SBN 1036825)

2665 S. Moorland Rd.,

Suite 200

New Berlin, WI 53151

Telephone: (414) 899-8273

Facsimile: (262) 785-1729

Email: kevin@kevinscottlaw.com

Attorneys for Plaintiff

FILED
08-16-2021
John Barrett
Clerk of Circuit Court
2021CV004934
Honorable Kevin E.
Martens-27
Branch 27

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

ARIA REALTY MITCHELL MANOR LLC

Plaintiff,

v.

CITY OF WEST ALLIS

Defendant.

Case No. _____

Case Code: 30301

COMPLAINT

Plaintiff, Aria Realty Mitchell Manor LLC ("Plaintiff") by its attorneys, The Law Office of Kevin M. Scott LLC, by Kevin M. Scott, and as for a Complaint against Defendant City of West Allis ("West Allis") alleges as follows—

PARTIES

1. Plaintiff is a foreign Limited Liability Company organized under the laws of the State of Illinois with a principal office address of 8150 Central Park Avenue, Skokie, IL 60076.

2. West Allis is a municipal corporation with a principal office located at 7525 West Greenfield Avenue, West Allis Wisconsin 53214.

VENUE

3. The events giving rise to this Complaint occurred in Milwaukee County, and the property that is the subject of this lawsuit is located in Milwaukee County. Therefore, venue is proper in Milwaukee County pursuant to Wis. Stat. § 801.50.

FACTUAL ALLEGATIONS

4. Plaintiff owns Meadowmere and Mitchell Manor, a retirement and assisted living facility located at 5301 W. Lincoln Avenue, West Allis WI 53219 ("Meadowmere").

5. The Meadowmere property is identified as tax parcel ID # 491-0016-001 (the "Meadowmere Property").

6. This is an action brought under Wis. Stat. § 74.37(3)(d) for a refund of excessive real estate taxes imposed on Plaintiff by West Allis for the year 2020, plus statutory interest with respect to the Meadowmere Property.

7. Plaintiff is responsible for the payment of property taxes to West Allis.

8. Plaintiff has the legal authority to prosecute this property tax dispute regarding the Meadowmere Property.

9. The aggregate ratio of property assessed in West Allis as of January 1, 2020 is 0.905004799.

10. For 2020 West Allis imposed property tax on the Meadowmere Property at the rate of \$27.904679 per \$1,000 of assessed value.

11. For 2020 West Allis assessed the Meadowmere Property at a market value of \$15,573,300.00, and a total value of \$14,093,800.00 (the "Assessed Value").

12. Attaches as **Exhibit A** is a true and correct copy of the "Assessor's Office Property Record" relating to the Meadowmere Property obtained from a search conducted on the West Allis website at http://apps.westalliswi.gov/property_search/search.aspx.

13. Plaintiff appealed the 2020 assessment of the Meadowmere Property by filing a timely objection with West Allis's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13) (the "Objection").

14. On June 10, 2021, the Board of Review convened and approved West Allis's request to waive any hearing regarding the Objection, allowing Plaintiff to appeal directly to Circuit Court pursuant to Wis. Stat. § 70.47(8m)(the "Waiver").

15. Notice of the Waiver was provided to Plaintiff's agent via letter dated June 22, 2021, a true and correct copy of which is attached as **Exhibit A**.

CLAIM FOR RELIEF

16. West Allis has overvalued the Meadowmere Property as the Assessed Value is based upon the amount that Plaintiff paid for three separate retirement facilities.

17. The Meadowmere Property was purchased by Plaintiff and five other related limited liability companies (collectively, "Plaintiff") on December 17, 2020 from SPTMNR Properties Trust, a real estate investment trust organized under the laws of the State of Maryland ("SPTMNR")(the "Meadowmere Sale").

18. Via the same transaction and on the same date, Plaintiff purchased two other retirement and assisted living facilities located in Southeast Wisconsin from SPTMNR.

19. Attached as **Exhibit B** is a true and correct copy of the closing statement for the Meadowmere Sale.

20. The purchase price for all three facilities totaled eleven million five hundred thousand dollars (\$11,500,000).

21. The purchase price of the Meadowmere Property was three million eight hundred thirty-three thousand and three hundred thirty-four dollars (\$3,833,334).

22. The Meadowmere Sale was an arms-length, open market transaction.

23. The Meadowmere Sale has been classified as a useable sale by the Wisconsin Department of Revenue.

24. Attached as **Exhibit C** is a true and correct copy of the Real Estate Transfer Return for the Meadowmere Sale obtained by performing an RETR search on the Wisconsin Department of Revenue website at

<https://propertyinfo.revenue.wi.gov/WisconsinProd/search/commonsearch.aspx?mode=owner>

25. West Allis has improperly ignored the fact that the Meadowmere Sale was an arms-length, open market transaction.

26. West Allis has improperly ignored the fact the Meadowmere Sale has been classified as a useable sale by the Wisconsin Department of Revenue.

27. Based on a tax rate of \$27.904679 per \$1,000 of assessed value, the proper amount of property tax on the Meadowmere Property for 2020 should be no higher than \$106,967.96.

28. Instead, the Gross Tax imposed on the Meadowmere Property in 2020 was \$418,002.51.

29. As such, Plaintiff overpaid taxes in the year 2020 by at least \$311,034.55.

30. Upon information and belief, the Assessed Value is excessive compared other commercial property in West Allis, and violates Article VIII, Section I (the "Uniformity Clause") of the Wisconsin Constitution.

31. As a result, the tax imposed on Meadowmere for 2020 is excessive in the amount of \$311,034.55.

32. West Allis's position that the Meadowmere Property's market value is \$15,573,300.00 is an overassessment that constitutes a violation of the Uniformity Clause

and thus Plaintiff bears an unreasonably disproportionate share of taxes on an ad valorem basis.

33. Plaintiff is entitled to a refund of at least \$311,034.55 for tax year 2020, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order—

A. A determination that the Assessed Value of the Meadowmere Property for 2020 is no higher than \$3,833,334;

B. A determination that the correct amount of property tax on the Meadowmere Property for 2020 is no more than \$106,967.96;

C. Judgment in the amount of \$311,034.55 or such greater amount as may be determined due Plaintiff plus statutory interest;

D. An award of all litigation costs incurred by Plaintiff in this action, including reasonable attorney's fees; and

E. Such other relief as the Court determines to be fair and just.

PLAINTIFF DEMANDS TRIAL BY A 12-PERSON JURY

Dated this 13th day of August, 2021.

THE LAW OFFICE OF KEVIN M. SCOTT LLC

Electronically signed by Kevin M. Scott

Kevin M. Scott (SBN 1036825)

2665 S. Moorland Rd.,

Suite 200

New Berlin, WI 53151

Telephone: (414) 899-8273

Facsimile: (262) 785-1729

Email: kevin@kevinscottlaw.com

Attorneys for Plaintiff

FILED

08-16-2021

John Barrett

Clerk of Circuit Court

2021CV004934

Honorable Kevin E.

Martens-27

Branch 27

Home Real Estate Transfer RETR Search Historical Data DOR Website WI Counties

Transfer Return

Full Legal Description

County: MILWAUKEE WEST ALLIS, CITY OF
5301 W. LINCOLN AVENUE AND 2330 & 2360 S. 54TH STREET, WEST ALLIS, WI 53219

Grantor (Seller)

Name: SPTMNR PROPERTIES TRUST
Address: Two Newton Place, 255 Washington Stre Newton
Massachusetts 02458

Relationship with grantee(s):
Grantor type: Other
Ownership interest transferred: Full
Owner interest other note:
Grantor retains the right: None
Grantor rights other note:

Grantee (Buyer)

Name: ARIA REALTY MITCHELL MANOR LLC
Address: 8150 Central Park Ave. Skokie Illinois 60076
Grantee type: Limited Liability Company
Grantee certification date: 12/22/2020

Recording Information

County document number: 11059282
Date recorded: 12/22/2020
Volume/jacket:
Page/Image:

Parcel

County: MILWAUKEE
Property legal description: (short - first
200 characters)
Physical property address: All of parcel 491-0016-001 in the WEST ALLIS, CITY OF
5301 W. LINCOLN AVENUE AND 2330 & 2360 S. 54TH
STREET, WEST ALLIS, WI 53219
Section/township/baseline/
range/meridian: 11/6/21/E
Subdivision or condo/lot or unit#/block: //
Primary residence of grantee: No

Fee Computation

Total value of real estate transferred: \$3,833,334.00
Value subject to fee: \$3,833,334.00
Transfer fee due: \$11,500.20
Transfer fee exemption number:
Personal property value excluded from
total value: \$0.00
Property value exempt from local
property tax: \$0.00

Tax Bill Mailing Address

Send tax bill to:
Name: Aria Realty Mitchell Manor LLC
Street Address: 8150 Central Park Ave.
City, State Zip: Skokie, IL 60076

Transfer and Financing

Transfer type: Warranty/Condo Deed / Org Sale
Transfer type other note:
Conveyance document type: Warranty/Condo Deed
Conveyance code other note:
Conveyance date: 12/17/2020
Grantee financing: Conventional

Physical Description

Property type: Land and Buildings

1 of 1

Return to Search Results

Actions

Printable Version

Reports

CSV Report

Go

Links

CSV Report Description



To go back, use 'Return to Search Results' above

Predominant use:	Commercial
Lot square footage:	0
Total acres:	8.5
MFL/PFC acres:	0
Feet of water frontage:	0
Number of units:	0

Agent and Preparer

Grantor agent:	Louis A. Monti, Esq., One Post Office Square, Boston, MA 02109
Grantee agent:	Daniel O'Brien, Esq., 200 Public Square, Suite 2300, Cleveland, OH 44114
Preparer name:	Louis A. Monti, Esq.

Weatherization

Subject to residential rental weatherization standards:	
Energy exclusion:	W-11

System Information


Recording information added on:	12/22/2020
Document locator number:	202011229975087
Previous document number:	


Municipal Assessor Information

Arm's length:	1 - Useable Sale
Primary class:	
Water type:	
Property code:	

Full Legal Description

PARCEL 1 All of Block 2, together with vacated alleys and vacated South 53rd Street in Mitchell Manor, a Subdivision of a part of the Northwest 1/4 of Section 11, Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin. PARCEL 2 All of Block 3, together with vacated alleys in Mitchell Manor, a Subdivision of a part of the Northwest 1/4 of Section 11, Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Location  Google Map
2135 Rimrock Road
Madison, WI 53713

Contact Us
 Email: otas@revenue.wi.gov

Site Links
[DOR Website](#)
[Historical Data](#)
[WI Counties](#)
[Real Estate Transfer](#)

FILED
 08-16-2021
 John Barrett
 Clerk of Circuit Court
 2021CV004934
 Honorable Kevin E.
 Martens-27
 Branch 27



Commonwealth Land Title Insurance Company
 265 Franklin St., 8th Floor
 Boston, MA 02110
 Phone: (617)619-4800

Settlement Statement

Settlement Date: December 17, 2020
Order Number: BOS-360142
Buyer: Aria Realty Mitchell Manor LLC
 Aria at Mitchell Manor LLC
 Aria Realty Brookfield LLC
 Aria of Brookfield LLC
 Aria Realty Waukesha LLC
 Aria of Waukesha LLC
Seller: SPTMNR Properties Trust, a Maryland real estate investment Trust
 SNH WIS Tenant LLC, a Maryland limited liability company
Lender: Oxford Finance LLC, as Agent
Property: 5301 West Lincoln Ave and 2330 & 2360 S. 54th Street
 West Allis, WI 53219

 18740 W. Bluemound Road
 Brookfield, WI 53045

 1451 Cleveland Ave and 1457 Cleveland Ave
 Waukesha, WI 53186

Seller			Buyer	
Debit	Credit		Debit	Credit
		Sale Price		
	3,833,334.00	1. Purchase Price 5301 W Lincoln Avenue	3,833,334.00	
	3,833,333.00	2. Purchase Price 18740 W. Bluemound Road	3,833,333.00	
	3,833,333.00	3. Purchase Price 1451 and 1457 Cleveland Avenue	3,833,333.00	
		4. Deposits		500,000.00
		Prorations/Adjustments		
365,412.00		5. Real Estate Taxes West Ellis City Parcel ID: 491-0016-001 2020 Estimate		365,412.00
5,021.00		6. Personal Property Taxes West Ellis City Parcel ID: 26813 2020 Estimate		5,021.00
105,548.00		7. Real Estate Taxes Brookfield City Parcel ID: 491-0016-001 2020 Estimate		105,548.00
5,370.00		8. Personal Property Taxes Brookfield City Parcel ID: BR C 7709 2020 Estimate		5,370.00
69,511.00		9. Real Estate Taxes Waukesha City Parcel ID: Multiple 2020 2020 Estimate		69,511.00
4,284.00		10. Personal Property Taxes Waukesha City Parcel ID: 148920 2020 Estimate		4,284.00
21,621.38		11. Resident Trust Funds 1451 Cleveland Avenue		21,621.38
32,053.16		12. Resident Trust Funds		32,053.16

Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
		Prorations/Adjustments (continued)		
		18740 W. Bluemound Road		
10,373.91		13. Resident Trust Funds 5301 W. Lincoln Avenue		10,373.91
4,852.26		14. December Rent 1451 Cleveland Avenue		4,852.26
10,571.32		15. December Rent 18740 W. Bluemound Road		10,571.32
51,679.07		16. December Rent 5301 W. Lincoln Avenue		51,679.07
75,000.00		17. RCAC Credit		75,000.00
		Loan Charges \$(8,529,831.56)		
		18. Principal Amount of New Loan		10,000,000.00
		19. Borrower Deposit		50,000.00
		20. Appraisal to Oxford Finance LLC, as Agent	12,750.00	
		21. Insurance Consultant to Oxford Finance LLC, as Agent	1,800.00	
		22. PCA, Phase I & Seismic to Oxford Finance LLC, as Agent	6,750.00	
		23. Capital Improvement Reserve to Oxford Finance LLC, as Agent	286,000.00	
		24. Background Checks to Oxford Finance LLC, as Agent	3,300.00	
		25. Collateral Audit to Oxford Finance LLC, as Agent	5,500.00	
		26. Tax and Insurance Reserve to Oxford Finance LLC, as Agent	366,000.00	
		27. Oxford Facility Fee (Term & Revolver) to Oxford Finance LLC, as Agent	135,000.00	
		28. UKS Fees and Costs (Term & Revolver) to Oxford Finance LLC, as Agent	67,000.00	
		29. Reserve Regarding Meadowmere License to Oxford Finance LLC, as Agent	75,000.00	
		30. Real Estate Taxes Reserve to Oxford Finance LLC, as Agent	532,874.00	
		31. Interim Interest to Oxford Finance LLC, as Agent	28,194.44	
		Closing Costs		
		32. Survey Reports to Global Realty Services Group LLC Invoices: G4634639, G4634652, G4634653, G4636362	13,937.00	
		33. Zoning Report to Global Realty Services Group LLC Invoice: G4634828	2,363.00	
		34. Environmental Assessment to Global Realty	5,550.00	

Settlement Statement

Seller		Title and Escrow (continued)	Buyer	
Debit	Credit		Debit	Credit
		Version: ALTA Loan Policy 2006		
1,125.00		50. Settlement Statement Preparation & Escrow Fees (\$750 x 3)	1,125.00	
		51. Courier and Overnight Service Fee	125.00	
11,500.20		52. Deed Stamps- 1451 Cleveland Avenue		
11,500.20		53. Deed Stamps- 5301 W. Lincoln Avenue		
11,500.20		54. Deed Stamps- 18740 W. Bluemound Road		
		55. Estimated Recording and Service Fee (\$160 x 3)	480.00	
		56. Copies- (\$100 x 3)	300.00	
500.00		57. Search & Exam- 1451 Cleveland Avenue		
500.00		58. Search & Exam- 5301 W. Lincoln Avenue		
500.00		59. Search & Exam- 18740 W. Bluemound Road		
		60. Service Fee- 1451 Cleveland Avenue	150.00	
		61. Service Fee- 18740 W. Bluemound Road	150.00	
		62. Service Fee- 5301 W. Lincoln Avenue	450.00	
		63. Special Assessment Letters- 1451 Cleveland Avenue	255.00	
		64. Special Assessment Letters- 5301 W. Lincoln Ave	85.00	
		65. Special Assessment Letters- 18740 W. Bluemound Road	85.00	
		66. Specials Reordered 1451 Cleveland Avenue	255.00	
		67. Specials Reordered 5301 W. Lincoln Avenue	85.00	
		68. Specials Reordered 18740 W. Bluemound Road	85.00	
1,210,059.70	11,500,000.00	Subtotals	13,203,352.44	11,311,297.10
		Balance Due FROM Buyer		1,892,055.34
10,289,940.30		Balance Due TO Seller		
11,500,000.00	11,500,000.00	Totals	13,203,352.44	13,203,352.44

See signature page to follow

FILED

08-16-2021

John Barrett

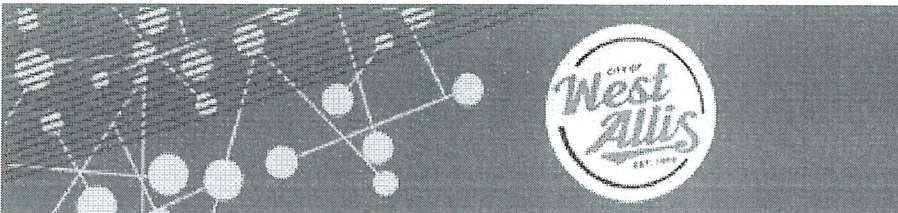
Clerk of Circuit Court

2021CV004934

Honorable Kevin E.

Marlens-27

Branch 27



Assessor's Office Property Record
Annual Commercial Assessment Record
 Parcel 491-0016-001 | 2330-2360 S 54 ST & 5301 W
 LINCOLN AVE
 Show Current Assessor's Record
 Assessor's Property Report (PDF)



By State Statutes, this assessment is based on the condition of the property on January 1 of the year the property was assessed. This page lists the property and parcel information on which the assessment is based. To view ownership information, click on the link to Show Current Assessor's Record.

Assessment

Year: 2021
Land: \$1,292,800
Improvements [Structures]: \$12,801,000
Total: \$14,093,800

Parcel Information

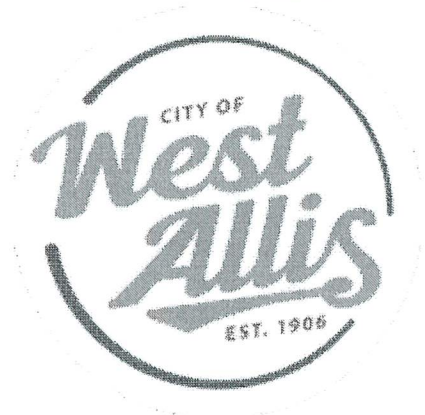
Property Address: 2330-2360 S 54 ST & 5301 W
 LINCOLN AVE
Parcel Type: Commercial
Neighborhood Group:
Legal Description: MITCHELL MANOR SUBD
 BLKS 2 & 3 & ALL VAC ALLEY
 & STREET ADJ NW 11-6-21
Lot Dimensions: Irregular
Lot Square Footage: 370440.310
Acreage: 8.504
Zoning Class: RC-1: Residence District

Commercial Occupancy Information

Total Occupancy Area:

Error retrieving building occupancy data

Assessor data updated 7/25/2017



Assessor's Office
 City Hall Room 102
 (414) 302-8230
 Fax: (414) 302-8238
 Contact City Assessor

West Allis City Hall
 7525 W. Greenfield Ave
 West Allis, WI 53214
 (414) 302-8200
 8:00 am - 5:00 pm M-F
 Map

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE

Aria Realty at Mitchell Manor LLC vs. City of West Allis

**Electronic Filing
Notice**Case No. 2021CV004934
Class Code: Money Judgment**FILED**
08-16-2021
John Barrett
Clerk of Circuit Court
2021CV004934
Honorable Kevin E.
Martens-27
Branch 27CITY OF WEST ALLIS
7525 WEST GREENFIELD AVENUE
MILWAUKEE WI 53214

Case number 2021CV004934 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0ae680

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: August 16, 2021

CLAIMANT CONTACT INFORMATION



Name: Brian R Polczyk Phone: 414-350-5525
Address: 6302 04 W Arthur Ave Email: WTREALTOR@AOL.COM
West Allis

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 3-27-2021 Time of day: 8:00 AM
Location: 6302 04 W. Arthur Ave West Allis

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

On March 27-2021 Police had a raid of my property at 6302 04 W Arthur Ave. Lower tenants had many issues with police, drugs, pills, behavioral. During police raid building had damage to 2 exterior doors and one screen door. Included in damage all trim on interior was destroyed. I was told of this claim procedure

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

Signed: [Signature] Date: 3-9-2021

CLAIM AMOUNT

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

The total amount sought is: \$ 1,650

SAVE **PRINT**

9/9/2021

6302 W. Arthur

From: pleszcz40@gmail.com,

To: wirealtor@aol.com,

Subject: 6302 W. Arthur

Date: Thu, Sep 9, 2021 6:29 am

Attachments: Scan09092021062728.pdf (468K)

Hi Brian,

Here is the invoice for: 6302 W. Arthur Ave. West Allis, WI. If you have any questions please let me know.

Thank you,

Paul Leszczynski

ARL Home Improvements

414-429-5101



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

September 10, 2021

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

Mayor Devine and Common Council Members:

I have received notification from Ed Lisinski, Director of Building Inspection and Neighborhood Services, of his resignation from employment with the City of West Allis, effective November 18, 2021.

Possible plans for the future operation and structure of the department will be forthcoming.

Respectfully,

Rebecca N. Grill
Rebecca Grill
City Administrator/Clerk

**CITY OF WEST ALLIS
RESOLUTION R-2021-0593**

**RESOLUTION TO RENEW THE AGREEMENT WITH THE VILLAGE OF WEST
MILWAUKEE FOR PUBLIC HEALTH SERVICES FOR 2022-2023**

WHEREAS, the City of West Allis is currently providing public health services to the Village of West Milwaukee under an original agreement approved by the Common Council by Resolution No. 23162, adopted on August 21, 1990; and

WHEREAS, it is in the best interests of the City and Village to continue this agreement to provide public health services beyond the current expiration date of December 31, 2021; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached 2022-2023 renewal agreement for public health services be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Administrator/Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.

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

SECTION 1: **ADOPTION** “R-2021-0593” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0593(*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

2022 – 2023 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January 2022, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

RECITALS:

WHEREAS, Section 66.0312 and 251.09 of the Wisconsin Statutes authorizes cities and villages to enter into inter-governmental cooperation agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

WHEREAS, for 2022 - 2023, the Village desires to have the City provide certain public health and health inspection services for the Village, and the City is willing to provide such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. SCOPE OF SERVICES.

City shall provide public health services to Village for the term of this agreement. The services to be provided shall consist of the following programs and activities:

- A. Environmental health, public health nursing, dental health and health education as more fully set forth in Appendix A, which is attached and made a part hereof.
- B. Immunizations and follow-up on reported communicable diseases.
- C. Technical expertise in assessing and evaluating code enforcement and nuisance cases.
- D. Generate and submit all required health reports to state agencies.
- E. Maintain all written and electronic documents prepared by and for West Milwaukee consistent with Wisconsin Confidentiality Statutes.
- F. Fulfill the requirements of health officer as mandated under Wisconsin Statutes and Administrative Codes.
- G. Represent Village at meetings, hearings, etc., in matters related to the services provided under this Agreement. Such representation shall be provided only upon request from Village.
- H. Perform all requirements of an agent under contract with the Wisconsin Department of Agricultural, Trade and Consumer Protection (DATCP) for the licensing and inspection of retail food establishments/restaurants, hotels, motels, bed and breakfast establishments, tourist rooming houses, vending machines, swimming pools, and all other licensed establishments contained in the agreement and all other establishments contained in the agreement.
- I. Inspect and license tattoo and body art establishments.
- J. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the City of West Allis Health Department under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Village Clerk and/or Village Administrator in an advisory capacity.
- B. The Health Department will work in collaboration with the Village of West Milwaukee to promote programs and services offered to West Milwaukee residents and businesses. All services will be provided at the West Allis Health Department as enumerated in this agreement, except as otherwise specifically provided herein.

- C. The Health Commissioner shall submit an annual report on the public health services and activities provided for the Village of West Milwaukee.
- D. Ongoing information on health services shall be provided on a routine basis.

SECTION 3. COMPENSATION.

- A. The Village will pay the City a monthly fee of \$6,920.14* in 2022 and \$7,058.54* in 2023 for the services to be provided under this agreement for each year of 2022 and 2023. The fee is due and payable on the first of each month during the term of this Agreement and any renewal thereof.
- B. The Village and City will discuss biennial any renegotiation of the monthly fee for the subsequent calendar years.
- C. *A credit of \$983.50 will be applied by the City to one of the monthly fees paid by the Village for professional liability coverage of \$150,000. Said credit shall represent 50% of the cost of said liability coverage maintained by the Village yearly.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2022 and end on December 31, 2023.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least six (6) months prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator	or	Village Administrator
City of West Allis		Village of West Milwaukee
7525 W. Greenfield Avenue		4755 W. Beloit Road
West Allis, WI 53214		West Milwaukee, WI 53214

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, worker's compensation claims and medical expenses for City employees providing services under this Agreement shall be paid by City. It being understood and agreed that such employees are the employees of City and not the agents or employees of Village.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Village hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Village shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Dan Devine, Mayor

Attest:

Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller/City Treasurer

Kail Decker, City Attorney

In the Presence of:

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: _____
John Stalewski, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Kim Egan, Village Administrator

APPENDIX A
2022-2023
SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

- I. COVID-19 education to businesses about contact identification, preventative practices and assistance in developing a COVID-19 Safety plan.
- II. Technical assistance and consultation on environmental hazards and nuisances, such as asbestos, lead, noise, chemical contamination, insect breeding and rodent infestation.
- III. Rabies control program.
- IV. Environmental lead testing and assessment.
- V. Control and management of food borne illness.
- VI. Agent for Department of Agriculture, Trade and Consumer Protection (DATCP) for the licensing and inspection of all Food Safety and Recreational Licensing (FSRL) programs: retail food establishments, hotels, motels, bed and breakfast establishments, vending machines, swimming pools, and all other licensed establishments contained in the agent agreement.
- VII. Agent for Department of Safety and Professional Service for Tattooing and Body Piercing.
- VIII. Licensing and inspection for animal fanciers, grooming, pet shop, establishments.

PUBLIC HEALTH NURSING

- I. Communicable Disease Control
 - a. COVID-19 positive case education and follow up include contact notification.
 - b. COVID-19 outbreak management and investigation.
 - c. Monitor and provide case follow up, information and consultation on control of communicable diseases, as required under State Statutes.
- II. Immunizations
 - a. COVID-19 Vaccinations are offered to all eligible persons onsite at the health department, through community-based clinics and in home for homebound persons.
 - b. Influenza vaccinations are offered to all eligible persons onsite at the health department, through community-based clinics and in home for homebound persons. Insurance is billed for Medicaid and Medicare.
 - c. Childhood immunizations: All children's recommended immunizations are available for VFC eligible children at no cost.
 - d. Adult immunizations: Vaccines are available people eligible through state guidelines. Hepatitis A & Hepatitis B vaccines are available for purchase.
- III. Clinic Services
 - a. TB skin tests are provided free to Village employees whose position requires it and for any contacts to cases of active TB. TB Skin tests available for \$15 for West Milwaukee residents in weekly clinics.
 - b. Blood pressure screening offered by appointment in weekly clinics.
 - c. Free pregnancy urine testing, information, counseling, and referral is available in weekly clinics.
 - d. Child Developmental Assessments offered to all children through 66 months. No charge. By appointment.
 - e. Blood lead screening, consultation and referral available for children up to age 5. No charge. By appointment.
 - f. Supplemental food and nutrition counseling offered by appointment to pregnant and breastfeeding young women, infants and young children (WIC).

IV. Consultation

- a. A public health nurse is available Monday - Friday between 8:00 a.m. - 5:00 p.m. to provide information, consultation, and community referral for any health-related concerns or questions, either by phone or on a walk-in basis.
- b. Prenatal care coordination (PNCC) offered free of charge to all pregnant women.
- c. Storks Nest: Educational incentive program for PNCC clients.
- d. First Breath Smoking Cessation Program for pregnant women.
- e. Bimonthly onsite assistance with Badgercare, Food Share, and Child Care applications by MiLES worker.
- f. Consultation to West Milwaukee School staff about general health department services, communicable diseases and immunizations.

V. Visitation

- a. Home or clinic visits made to individuals and families on a referral basis to provide assessment, consultation, information, and resources, Monday through Friday, 8:00 a.m. to 5:00 p.m. No charge.
- b. A public health nurse visit for first time mothers and infants in their home upon request. Information on infant care is provided and parenting resources are identified.

DENTAL HEALTH

- I. Provide dental education programs in school
- II. Assist individuals without dental insurance find resources
- III. Oral cancer screenings upon request
- IV. Dental care coordination
- V. Screening, fluoride varnish and referral during school based fluoride program
- VI. Home visit and consultations with new parents about preventive care and oral development
- VII. PNCC and WIC screenings, consultations and referrals)
- VIII. Consult with school staff and parents of students with dental needs

HEALTH EDUCATION

- I. Media releases and social media posting about health issues, programs and services
- II. Participation at West Milwaukee Night Out
- III. Safe Sleep education shared with expectant or new parents. Free Pack n' Play distribution to caregivers without a safe place for infant to sleep.
- IV. Child Passenger Safety Program- Car Seat checks are available to all parents and caregiver to ensure their car seat is installed securely.

**CITY OF WEST ALLIS
RESOLUTION R-2021-0584**

**RESOLUTION TO APPROVE A FIVE-YEAR CONTRACT WITH OPENGOV FOR
LICENSING, PERMITTING, AND SERVICE DELIVERY SOFTWARE**

WHEREAS, the City of West Allis wishes to provide a streamlined resident and business service environment using online tools that will eliminate the need to go to multiple departments for licenses, permits, and other services and allow online payments; and

WHEREAS, previous software solutions have not met the needs of the city, residents, and businesses; and

WHEREAS, City staff who are involved in public-facing service delivery have undertaken due diligence to identify a solution that meets the needs of the city, residents, and businesses by participating in demonstrations, reference checks, and review of proposals; and

WHEREAS, the Citizen Services Suite provided by OpenGov will allow the City to improve the customer service delivery, while automating and streamlining the internal workflows, resulting in the same productivity, but less time for customers and less staff time; and

WHEREAS, OpenGov is an intuitive and mobile-friendly software solution that currently services over 1,000 governments across the country including Eau Claire, Fond du Lac, Sun Prairie, Milwaukee, Oconomowoc, Mount Pleasant, Eau Claire County, and Ozaukee County; and

WHEREAS, the City Attorney's Office and Information Technology Department have reviewed the contract and statement of work; and

WHEREAS, the City of West Allis Common Council deems it to be in the best interest of the City of West Allis to accept the proposal from OpenGov;

NOW THEREFORE, BE IT RESOLVED by the Mayor and the Common Council of the City of West Allis that the proposal dated September 2, 2021 from OpenGov, Inc. for Citizen Services Suite, for an annual cost of \$79,900 for five years, a prorated 3-month cost of \$19,975 for the remainder of 2021, and an implementation cost of \$120,000 is accepted.

BE IT FURTHER RESOLVED, that additional implementation costs of an amount not to exceed \$50,000 is approved for integrations with other software.

BE IT FURTHER RESOLVED, that an allocation from the City's American Rescue Plan Act funding is approved to cover the implementation costs and the prorated annual subscription costs for 2021 will be charged to #100-8813-517.3201 with the \$19,975 transferred Account #100-8813-517.30-04.

BE IT FURTHER RESOLVED that the City Administrator is authorized to enter into a contract with OpenGov, Inc., and make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the proposal as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** "R-2021-0584" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0584(*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



OpenGov Inc. PO Box 41340
 San Jose, CA 95160
 United States

Created On: 9/2/2021
Order From Expiration: 9/24/2021
Subscription Start Date: 10/1/2021
Subscription End Date: 12/31/2026

Prepared By: Andrew Jones
Email: ajones@opengov.com
Contract Term: 63 Months

Customer Information			
Customer:	City of West Allis, WI	Contact Name:	Rebecca Grill
Bill To/Ship To:	7525 W Greenfield Ave West Allis, Wisconsin 53214 United States	Email:	rgrill@westalliswi.gov
		Billing Contact:	Rebecca Grill
		Email:	rgrill@westalliswi.gov

Order Details	
Billing Frequency:	Annual
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Citizen Services - Unlimited Service Areas <i>MAT / Assessor System & Flags, Bluebeam Integration, AutoFill Interfaces, Accounting & Finance Export, Esri ArcGIS, Reporting & Transparency Platform, Premium Support</i>	10/1/2021	12/31/2021	Prorated	\$19,975.00
Citizen Services - Unlimited Service Areas <i>MAT / Assessor System & Flags, Bluebeam Integration, AutoFill Interfaces, Accounting & Finance Export, Esri ArcGIS, Reporting & Transparency Platform, Premium Support</i>	1/1/2022	12/31/2026	5	\$79,900.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$120,000.00

Billing Table:

Billing Date	Amount Due
October 1, 2021	\$139,975.00 <i>(Prorated Software Services Fee + Professional Services Fee)</i>
January 1, 2022	\$79,900.00
January 1, 2023	\$79,900.00
January 2, 2024	\$79,900.00
January 1, 2025	\$79,900.00
January 1, 2026	\$79,900.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of West Allis, WI

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Statement of Work

City of West Allis, WI

Created by: Adam J. Weems
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1. Overview

1.1. Preamble

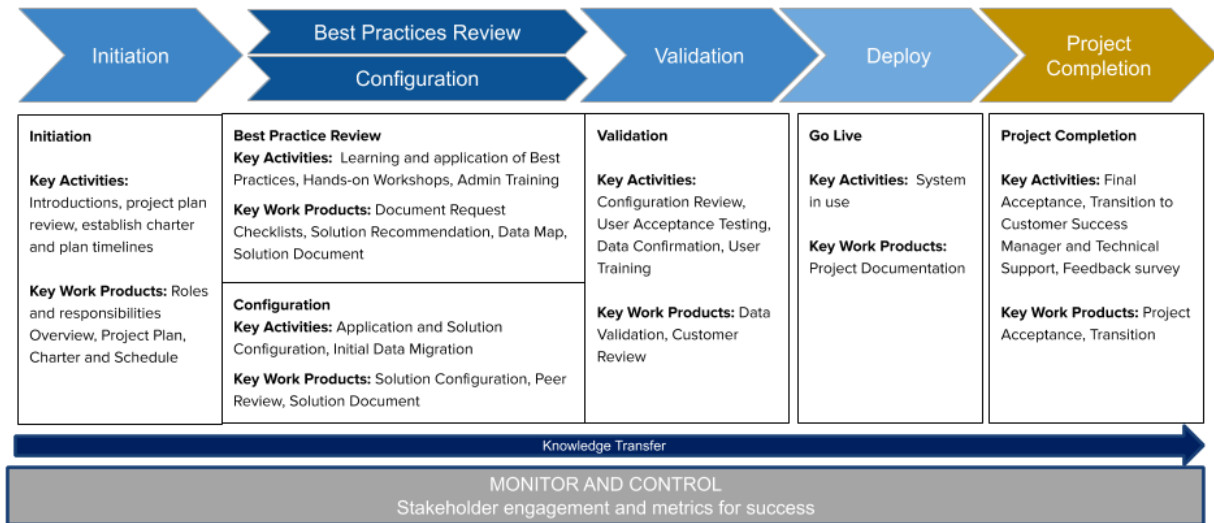
This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of West Allis, WI (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”). For clarity, Customer’s use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

1.2. OpenGov's Modern Cloud ERP

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves agencies across the United States. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud enables organizations to plan more strategically and collaboratively, streamline mission-critical processes, and communicate with stakeholders more transparently.

- **Cloud ERP for local government.** OpenGov offers transformative solutions for budgeting, financial management, and citizen services with the market-leading reporting and transparency platform--allowing customers to re-allocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.
- **A trusted and dedicated partner.** Governments nationwide partner with OpenGov to drive more effective and accountable operations and strengthen public trust. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by years of employee experience in the public sector.
- **A platform built to grow with you.** Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. You can future-proof your investment for the next generation thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

OpenGov Implementation Methodology



2. Methodology

OpenGov’s deployment methodology, often referred to as the OpenGov Way (“OG Way”), delivers on OpenGov’s mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can’t wait to show you how The OG Way will improve the way you do business and the services you’re able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We’ll also provide additional worksheets that need to be included. We’ll set-up meetings to finalize the project plan and ensure there is a centralized location for

these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a

mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer’s Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer’s procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor (“ES”)	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to

<p>Name: TBD</p>	<p>mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.</p>
<p>Project Manager (“PM”)</p>	<p>Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.</p>
<p>Analyst (“IA”)</p>	<p>Responsible for helping Customer configure OpenGov’s product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.</p>
<p>Subject Matter Expert (“SME”)</p>	<p>OpenGov Subject Matter Experts (“SMEs”) will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.</p>
<p>Integration Engineer (“IE”)</p>	<p>Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.</p>
<p>Account Executive (“AE”)</p>	<p>The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.</p>
<p>Customer Manager (“CM”)</p>	<p>The Customer Manager (“CM”) is the primary customer relationship holder post-Deploy. The “Air Traffic Controller” or “Quarterback” of OpenGov resources with focus on long term success of Customer’s partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct</p>

	<p>periodic reviews to ensure Customer’s key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.</p>
Customer	
Role	Role Description
Budget Owner (“BO”)	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor (“ES”) Name: TBD	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager (“PM”) Name: TBD	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead (“PL”)	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead (“DSL”)	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer’s third-party data sources and vendors as needed to fulfill SOW requirements.

4.2. OpenGov Roles and Responsibilities RACI

Phases	Frequency	OpenGov				Customer			
		ES	PM	IA	IE	ES	PM	PL	DSL
Project Initiation	One-time	I	R	I	I	I	A	C	I
Best Practice Review	Iterative	I	R	C	I	I	A	C	I
Configuration	Iterative	I	A	R	R	I	R	A	C
Validation	Iterative	I	A	C	C	I	A	R	C
Deploy	Iterative	I	A	A	I	I	A	R	I
Project Completion	One-time	I	R	C	I	I	R	A	C

R = Responsible to perform the task
 A = Accountable for the task being completed
 C = Consulted with prior to the activity being performed
 I = Informed that the task has been completed

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.

- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	Customer
Quarterly Management Review (“QMR”)	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer’s 3-year roadmap, evaluate potential shift in strategy and impact to relationship	PM, ES, AE, CM	PM, BO. ES
Executive Sponsor Meeting		Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing,	PM, ES, plus others as necessary	PM, ES, plus others as necessary

		scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity		
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.
 - The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: <ul style="list-style-type: none"> • Stories • Reporting • Dashboards • Transparency Portal

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
Provisioning R&T Platform	OpenGov will provision Customer’s OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories Examples	OpenGov will build out an example of a Story: <ul style="list-style-type: none"> • One standard story based on available templates in OpenGov.

8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories Review	The Implementation Analyst will conduct a review of the examples

	created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
OpenGov Reports	OpenGov will: <ul style="list-style-type: none"> • Train Customer on uploading datasets to the Reporting and Transparency platform for the purposes of creating reports and saved views • Train Customer on how publish reports both for internal viewing and viewing by the public

8.1.2.4. Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and train Customer on how to: <ul style="list-style-type: none"> • Create new stories • Update/Maintain current stories • Publish internally and externally
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally
Training Dashboards	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally
Platform Training	OpenGov will train Customer on Platform maintenance:: <ul style="list-style-type: none"> • Users • Uploading date
Sign Off	Customer will sign off that they have:

	<ul style="list-style-type: none"> • Configured Story • Configured OpenGov reports • Configured Dashboard • Been trained on Stories, OpenGov reports, Dashboards
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8.2. OpenGov Citizen Services Suite (CIT Suite)

8.2.1. CIT Suite Project Deliverables

Functionality	Description
CIT Suite	Cloud based Permit, Licensing, Code Enforcement software for Unlimited Service Areas to include: <ul style="list-style-type: none"> • Record Type(s) (forms, document templates, fee schedules, workflows) built by OpenGov • CIT System Training • Configuration Training • Internal user Training • Migrations and Integrations
Service Areas for Deployment	OpenGov will work with City of West Allis to initially deploy Citizen Services to the following five (5) service areas: <ul style="list-style-type: none"> • Service Area 1 • Service Area 2 • Service Area 3 • Service Area 4 • Service Area 5 OpenGov will configure 4 complete record types per service area for a total 20 Record Types. <ul style="list-style-type: none"> • Records types to be determined prior to/during the Planning Phase of the project

8.2.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov CIT Suite implementation.

8.2.2.1. Initiate

Functionality	Description
Creating	OpenGov will provision a CIT environment and FTP site. Customer

Environment	system administrator will be added to the environment following contract signing and creation.
Documentation Receipt	Customer will provide OpenGov with: <ul style="list-style-type: none"> • Existing application forms • Current workflows • Gathering all existing supporting documentation
System Training	During the CIT System Configuration, OpenGov will provide System Training designed for system administrators, which will include: <ul style="list-style-type: none"> • How to create and customize the public portal in CIT • How to create and customize CIT record types (forms, document templates, fee schedules, workflows) • How to set up inspections in CIT • How to create datasets in CIT • The basic functions of any integrations or other customizations included in the SOW • How to export a dataset from the app

8.2.2.2. Best Practice

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Customer Inputs	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
Discuss Recommended Process Versus Current Process	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configuration

Functionality	Description
Record Type Configuration	OpenGov will configure up to 20 standard record type drafts of Customer's record types in the CIT system.

<p>(OpenGov - Standard)</p>	<ul style="list-style-type: none"> • 4 Complete Record Types per each of the 5 identified Service Areas <p>Along with Customer input OpenGov will be responsible for building:</p> <ul style="list-style-type: none"> • Customer Application Forms • Customer Workflow • Output Documents • Adding in Customer Fees <p>OpenGov will hold working sessions* between the OpenGov and Customer for the purpose of validating, reviewing, and iterating upon draft record types configuration.</p>
<p>*Working Session</p>	<p>All working sessions will focus on:</p> <ul style="list-style-type: none"> • Forms • Workflows • Fee structures • Attachment requirements • Permit/license/letter templates • User access • Renewal processes • Inspection checklists • Public portal
<p>Record Type Configuration Training Sessions</p>	<p>OpenGov will provide 5, 60-minute configuration training sessions to enable Customer to own configuration of their remaining Record Types.</p> <ul style="list-style-type: none"> • Sessions will focus on: <ul style="list-style-type: none"> ○ Hands-on training for building, configuring, and maintaining Record Types in CIT. ○ Best practice recommendations on Record Type: <ul style="list-style-type: none"> ■ Building ■ Configuring ■ Maintenance <p>At the end of configuration training sessions, Customer will be responsible for maintenance and configuration of all Record Types.</p>
<p>Migrations and Integrations</p>	
<p>Functionality</p>	<p>Description</p>
<p>2 Historical Data Migrations</p>	<p>OpenGov will scope, format, and script data from Customer's legacy systems export to the CIT suite. (BP Logics and MyGovernmentOnline)</p> <ul style="list-style-type: none"> • Resulting migration script provides an initial load of data into the CIT suite.

	<ul style="list-style-type: none"> • Just prior to Deploy, after Customer acceptance, OpenGov will re-run the migration with the latest data. • Dependant on having an MAT migration <p>Data migration includes:</p> <ul style="list-style-type: none"> • Applicant data • Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the Customer's address integration) • Fees and payments (will be migrated as form data) • Inspections (will be migrated as form data) • Contractors, work description and other Form Data • Other multi-entry form data • Grouping of records under project names <p>Data Migration and File Requirements:</p> <ul style="list-style-type: none"> • OpenGov will accept: <ul style="list-style-type: none"> ○ Text Delimited File (i.e. CSV) ○ Excel (.xlsx file) • OpenGov will not accept: <ul style="list-style-type: none"> ○ Non-relational database <p>All other databases require additional scoping and may not work</p> <p>Data migration does not include:</p> <ul style="list-style-type: none"> • Cleaning of any corrupted data • Creation and linking of applicant accounts • Integration of historical fees and payments into workflow or financial reports. • Logs of permit changes • Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections). • Permit attachments • Import of contractor database • Hierarchical relationships between records
<p>Document Migrations</p>	<p>OpenGov will import documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.</p> <ul style="list-style-type: none"> • Requirement: <ul style="list-style-type: none"> ○ Dependent on having a Historical Migration and/or MAT Integration ○ Customer must provide a single file (Excel, CSV, etc) with one row per document, with a unique identifier for the related permit or location, and the file's physical location (a file path or URL).

	<ul style="list-style-type: none"> ○ Customer will need to either provide a copy of the files or grant CIT access to the file locations in order to migrate them. ○ The folder structure of the documents provided must reflect the paths provided in the file. ○ Data cleanup/correction is not included
Recurring Master Address Table (MAT) Import	<p>OpenGov will import the Customer’s location information from your Master Address Table (MAT) file (CSV) into CIT.</p> <p>Customer will provide a clean MAT including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. The unique ID can never change. OpenGov does not take responsibility for 'dirty' data.</p>
ESRI ArcGIS Server Integration	<p>OpenGov will integrate the CIT suite with the Customer’s ArcGIS Server. Customer is responsible for providing a publicly-accessible secure ESRI REST API URL.</p> <p>Note: WFS link will not suffice</p>
GIS Flag Integration	<p>OpenGov will enable GIS Flag Integration:</p> <ul style="list-style-type: none"> ● Import a list of flags into the CIT suite. Flags can be provided either on the Parcel Layer or other layer on the GIS Server through the ESRI REST API URL. ● Layers must be configured as a polygon--polylines and points are not supported in this integration. <p>Dependent upon Master Address Table and ESRI ArcGIS Server Integration</p>
Accounting & Finance Export	<p>For a financial export, Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto Customer’s FTP as often as nightly</p>
Data Export	<p>For a data export, Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto Customer’s FTP as often as daily.</p>
Bluebeam Integration	<p>OpenGov will enable any attachment to click “Open in Bluebeam Studio” to start or continue a collaborative document markup/review session in Bluebeam. Bluebeam access not included.</p>

	<ul style="list-style-type: none"> Requires Bluebeam Studio Prime license(s).
Autofills	
Premium	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> Premium autofill is used for data managed by Customer through a flat file. Data sets larger than 100k rows are allowed. Premium Azure search, and can be updated as often as nightly.
Standard	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> Standard autofill is used for data managed by Customer through a flat file. Data must be fewer than 100k rows Can be updated as often as quarterly.
Internal	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> Internal autofill is used for data managed within CIT--connecting one Record Type to another.

8.2.2.4. Validation

Functionality	Description
Confirmation	Customer confirms OpenGov has created 10 Record Types.
User Acceptance Testing (admin)	<p>OpenGov will require Customer to validate</p> <ul style="list-style-type: none"> Application is working as intended <ul style="list-style-type: none"> Internal processes and or workflows Front End processes (Public views) The administrator knows how to: <ul style="list-style-type: none"> Make changes Troubleshoot problems Create or configure new Record Types

8.2.2.5. Deploy

Functionality	Description
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Internal User Training	<p>OpenGov will provide 5, two-hour training sessions designed for Internal Users such as Inspectors or Intake Review staff.</p> <ul style="list-style-type: none"> ● Internal Users are trained to: <ul style="list-style-type: none"> ○ Understand how to use the system to complete the tasks needed perform their roles/responsibilities ○ Understand the functionality and workflow of the Permitting, Licensing or Code Enforcement process. ○ Build reports in Citizen Services Explorer Module.
Sign Off	<p>Customer to complete OpenGov-provided sign off document</p> <p>Customer will provide written approval that Administrator can:</p> <ul style="list-style-type: none"> ● Build/Configure ● Troubleshoot ● Maintain <p>Customer will provide written approval that Internal Users:</p> <ul style="list-style-type: none"> ● Have been trained on: <ul style="list-style-type: none"> ○ Functionality ○ Tasks needed to perform their roles/responsibilities

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.

- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:

- Timeline for completion
- Sign off process
- Cost of change and Invoice timing
- Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those

who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically terminate upon the expiration of the Initial Term. The parties may mutually agree to enter into a new agreement upon the same or similar terms and conditions.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days' notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date, the governing body for Customer does not appropriate sufficient funds to secure the appropriate funds for the next year's Fees under this Agreement. It is expressly agreed that the Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to

OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THREE (3X) TIMES THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or

claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Milwaukee County, Wisconsin, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: City of West Allis, WI

OPENGOV, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

**CITY OF WEST ALLIS
RESOLUTION R-2021-0590**

**RESOLUTION TO AUTHORIZE A TRANSFER OF \$85,000 FROM THE
SANITATION SALARY AND WAGES ACCOUNT TO THE SANITATION AND
STREET DIVISION REPAIR ACCOUNTS TO ADDRESS NECESSARY REPAIRS
FOR EQUIPMENT**

WHEREAS, the 2021 budget request of \$115,000 for necessary street equipment maintenance and \$85,000 for Sanitation equipment maintenance has been exhausted due to various repairs needed to adequately continue service for these vehicles and equipment; and,

WHEREAS, funds for these repairs and maintenance are available due to unfilled positions in the Sanitation and Street Division; and,

WHEREAS, additional funds are needed to continue the ongoing maintenance of various vehicles and equipment within the Sanitation and Street Division; and,

NOW THEREFORE, , by the Mayor and Common Council of the City of West Allis that the Department of Public Works is authorized to transfer funds of \$85,000 from Sanitation and Street Salary and Wages account 100-4201-535-1101 to repair account (\$55,000)100-4218-531-4408 and (\$30,000)100-4201-535-44-08 said transfer is hereby approved.

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

SECTION 1: **ADOPTION** “R-2021-0590” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2021-0590(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2021-0559**

**RESOLUTION TO APPROVE BID OF CUDAHY ROOFING & SUPPLY, INC. FOR
THE INSTALLATION OF MODIFIED BITUMEN ROOF REPLACEMENT AND
RELATED WORK AT THE WEST ALLIS DEPARTMENT OF PUBLIC WORKS
LOCATED AT 6300 WEST MCGEOCH AVENUE IN THE AMOUNT OF \$63,550**

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Cudahy Roofing & Supply, Inc. for 2021 Project No. 13 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Cudahy Roofing & Supply, Inc. for 2021 Project No. 13 for the installation of modified bitumen roof replacement and related work at the West Allis Department of Public Works located at:

West Allis Department of Public Works
6300 West McGeoch Avenue
West Allis, WI 53219

for the sum of Sixty-Three Thousand, Five Hundred Fifty & 00/100 dollars (\$63,550.00) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by funds available in the Buildings and Facilities Capital Projects fund.

SECTION 1: **ADOPTION** “R-2021-0559” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0559(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2021-0581**

**RESOLUTION RELATIVE TO ACCEPTING THE PROPOSAL OF CROWLEY
CONSTRUCTION CORPORATION TO INSTALL RAILROAD CROSSING
PAVEMENT MARKING FOR AN AMOUNT NOT TO EXCEED \$15,000 AND
APPROVING A 2021 ENGINEERING DEPARTMENT FUND TRANSFER AND
AMENDING THE 2021 CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, Wisconsin Stat. § 86.12 requires railroad companies to repave and repair the area between their tracks and the area within four feet of their tracks at a crossing. Specifically, “all railroad companies ... shall keep the surface of the crossings ... in good condition and repair for highway travel”, and

WHEREAS, the OCR issued final orders on Docket 9040-RX-1378 on August 6, 2021 which not only directed UPRR to repair and replace the four rough railroad crossing surfaces but also directed the City to install and maintain proper signing and marking per the MUTCD at each crossing by October 15, 2021 as well, and

WHEREAS, additional funds are needed in 2021 to meet the City’s obligation to comply with the OCR Final Orders by installing signing and pavement marking, and

WHEREAS, On November 17, 2020 the Common Council approved the 2021 Capital Improvement Program and approved the funding in R-2020-0727, and

WHEREAS, the railroad crossing pavement marking is in need of funding in 2021 to comply with the OCR Final Orders. The funding amount required is \$15,000.

WHEREAS, The City Engineer has identified other projects in the 2021 Capital Improvement Program budget with excess funds that can be used to fund these additions. The projects proposed to be used to transfer their excess funding are:

1. 86th Street = \$7,500
2. Dakota Street = \$7,500

WHEREAS, staff is recommending approval to utilize available Capital Project Fund Balances in account number 350-6008-531.31-01 (Streets) to pay for the amounts that need to be paid from the budgeted amount for 2021 Capital Projects.

WHEREAS, the Engineering Department has solicited quotes from multiple firms to complete the pavement marking; that the quotes received were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the quote of Crowley Construction Corporation be accepted; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the fund transfers be and hereby are approved.

BE IT FURTHER RESOLVED that the 2021 Capital Improvement Program be and hereby is approved as amended.

BE IT FURTHER RESOLVED that the Finance Director is authorized and directed to complete such transfers.

BE IT FURTHER RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated August 27, 2021 submitted by Crowley Construction Corporation to install railroad crossing pavement marking for an amount not to exceed \$15,000 be and is hereby accepted.

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

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from Crowley Construction Corporation as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2021-0581” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0581(*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



DBE-WBE-SBE Certified
DBE Certified in WI, MN, IL & IA

1353 North 68th Street
Wauwaotsa, WI 53213

phone/fax: 414-257-2141

Date: August 27, 2021

Bid Date:

Project No./Name: Various RxR intersections
West Allis WI

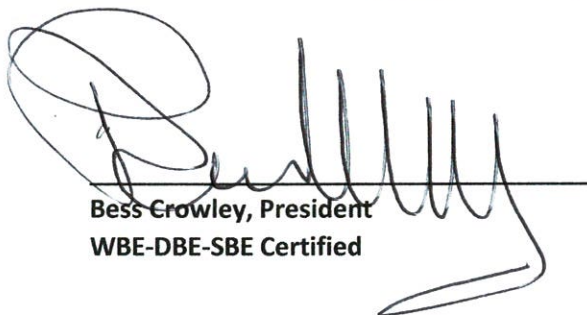
<u>Line #</u>	<u>Qty</u>	<u>Item</u>
		<u>Beloit</u>
	4	RXR Symbol (Epoxy)
	6	24" Wide Stop Bars (Epoxy)
		<u>Electric Ave.</u>
	4	RXR Symbol (Epoxy)
	6	24" Wide Stop Bars (Epoxy)
	500 LF	Double Yellow Centerline (Epoxy)
		<u>68th Street</u>
	2	RXR Symbol (Epoxy)
	6	24" Wide Stop Bars (Epoxy)
	1000 LF	Double Yellow Centerline (Epoxy)

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

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

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

- Prices DO NOT include traffic Control -



Bess Crowley, President
WBE-DBE-SBE Certified

Total Bid Amount: \$ 14,795.00
*Pricing is good for 60 Days

CENTURY FENCE COMPANY

SINCE 1917 THE MARK OF PERMANENCE



P.O. Box 727
 Pewaukee, WI 53072-0727
 Phone: 262-547-3331
 Fax: 262-691-3487
 Toll Free: 1-800-557-0507

Project Name: 2021 Railroad Crossings - West Allis	Bid Number:
Project Location: Milwaukee County, WI	Bid Date: 8/31/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Marking Line Epoxy 4"	3,000.00	LF	\$1.30	\$3,900.00
Marking Railroad Crossings Epoxy	10.00	EACH	\$1,350.00	\$13,500.00
			Total Bid Price:	<u>\$17,400.00</u>

Notes:

- This proposal remains valid for 30 days. If the proposal is not accepted and returned within 30 days Century Fence Company reserves the right to modify this proposal.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Century Fence WI</p> <p style="text-align: right;"><i>Jason Voelker</i></p> <p>Authorized Signature: _____</p> <p>Estimator: Jason Voelker (262) 993-3350 jvoelker@centuryfence.com</p>
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**CITY OF WEST ALLIS
RESOLUTION R-2021-0582**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO AMEND AN EXISTING
PROFESSIONAL SERVICES CONTRACT WITH R.A. SMITH, INC. TO PROVIDE
TRAFFIC ENGINEERING SERVICES FOR THE CITY OF WEST ALLIS
ENGINEERING DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$14,475**

WHEREAS, the City has an existing Professional Services Contract with R.A. Smith, Inc. for Engineering Consulting Services in the design of traffic signal systems in the amount of \$104,000; and,

WHEREAS, the City amended the Contract in the amount of \$11,600 to analyze various traffic engineering projects including Rectangular Rapid Flashing Beacon (RRFB) design in various locations throughout the city in 2019; and,

WHEREAS, the City will need further assistance from R.A. Smith, Inc. for various traffic engineering projects, including retiming traffic signals at 75th & National and retiming the 92nd St corridor through the Becher, National and Lincoln intersections, due to the lack of in house staff with a traffic engineering background.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposals dated July 30, 2021 and September 13, 2021 submitted by R.A Smith, Inc. to furnish Engineering Consulting Services for various traffic engineering projects for an amount not to exceed \$14,475 be and is hereby accepted.

BE IT FURTHER RESOLVED, that funding for this Engineering Consulting Services Contract come from the appropriate funds in the 2021 budget.

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

BE IT FURTHER RESOLVED that the City Engineer, with the approval of the City Attorney, be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the proposal from R.A. Smith, Inc. as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2021-0582” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0582(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

September 13, 2021

Ms. Traci Gengler, P.E.
Principal Engineer
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

RE: **Proposal for Professional Services**
S. 75th Street & W. National Avenue Traffic Counts & Signal Retiming

Dear Ms. Gengler:

Thank you for this opportunity to provide a quotation for professional services. The contents of this letter contract spell out the Project Understanding, Scope of Services, Items Needed from Client, Completion Schedule and Professional Fees under which this proposal is being made.

I. PROJECT UNDERSTANDING:

R.A. Smith, Inc. will complete intersection turning movement counts and prepare updated traffic signal timing plans at the S. 75th Street intersection with W. National Avenue. The purpose of the study is to adjust the traffic signal timings to reduce delays on S. 75th Street during the weekday morning, weekday evening, and Saturday peak hours.

II. SCOPE OF SERVICES:

The scope of services shall include the following tasks and deliverables as part of the evaluation:

Data Collection

- Collect weekday morning (6:00 am to 9:00 am), weekday evening (3:00 pm to 6:00 pm), and Saturday midday (11:00 am to 2:00 pm) intersection turning movement counts at the S. 75th Street intersection with W. National Avenue.
- Summarize the traffic count data into the WisDOT intersection turning movement count template.
- Summarize the existing geometry, turn bay lengths, and posted speed limits.

Traffic Analysis

- Analyze the existing year weekday morning, weekday evening, and Saturday peak hour traffic conditions to determine the level of service (LOS) and delays at the project intersection with existing traffic signal timings.
- Re-analyze the existing year weekday morning, weekday evening, and Saturday peak hour traffic conditions to determine the level of service (LOS) and delays at the project intersection with adjusted traffic signal timings developed by raSmith. Compare the results to those with the existing traffic signal timings and recommend timing improvements.

Traffic Signal Timing Plans

- Review existing yellow, all-red, and pedestrian clearance times for consistency with MUTCD guidelines and recommend timing changes as needed.

- Prepare weekday morning, weekday evening, and Saturday peak period traffic signal timing plans at the project intersection. Timing plans will include, but are not limited to the following timing parameters:
 - Yellow, all-red, and pedestrian clearance intervals
 - Minimum/maximum green times
 - Passage time
 - Added initial
 - Variable initial
 - Time before reduction
 - Time to reduction
 - Dial/split/offset information (coordinated timing plans)
 - Time-of-day settings (all time periods)
 - Emergency vehicle preemption timings
- Review W. National Avenue corridor (S. 76th Street to S. 70th Street) timings for compatibility with recommended time-of-day plans and cycle lengths at the project intersection and identify potential impacts to traffic progression.
- Summarize the findings of the evaluation in an email summary to the City.
- Coordinate traffic signal timing plan implementation with the City's vendor.
- Conduct one (1) field review to observe the conditions after the recommended timings have been implemented and recommend further adjustments as needed.

III. ITEMS NEEDED FROM CLIENT PRIOR TO PROJECT INITIATION

- W. National Avenue corridor (S. 76th Street to S. 70th Street) traffic signal timing plans

IV. COMPLETION SCHEDULE

R.A. Smith, Inc. will submit the recommended draft traffic signal timing plans and email summary of findings to the Client within four (4) weeks of receiving authorization to proceed and completion of project construction. The final traffic signal timing plans will be submitted to the City within one (1) week of receiving comments on the draft plans.

V. PROFESSIONAL FEES

R.A. Smith, Inc. will complete the scope of services described for a lump sum fee of \$3,875, including all expenses.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith, Inc. to proceed, please sign and return one original to our office. We look forward to a very successful project!

Sincerely,

R.A. Smith, Inc.



John Bruggeman, P.E., PTOE
Traffic Project Manager

Enclosure: General Conditions



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

_____ ("Project").

Professional's services under this Agreement are generally identified as follows:

_____ ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____

July 30, 2021

Ms. Traci Gengler, P.E.
Principal Engineer
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

RE: **Proposal for Professional Services**
S. 92nd Street Traffic Counts & Signal Optimization

Dear Ms. Gengler:

Thank you for this opportunity to provide a quotation for professional services. The contents of this letter contract spell out the Project Understanding, Scope of Services, Items Needed from Client, Completion Schedule and Professional Fees under which this proposal is being made.

I. PROJECT UNDERSTANDING:

R.A. Smith, Inc. will complete intersection turning movement counts and prepare updated traffic signal timing plans along the S. 92nd Street corridor from W. Lincoln Avenue to W. Becher Street. The purpose of the study is to optimize the traffic signal timings to improve traffic flow along S. 92nd Street during the weekday morning, weekday evening, and Saturday peak hours.

II. SCOPE OF SERVICES:

The scope of services shall include the following tasks and deliverables as part of the evaluation:

Data Collection

- Collect weekday morning (6:00 am to 9:00 am), weekday evening (3:00 pm to 6:00 pm), and Saturday midday (11:00 am to 2:00 pm) intersection turning movement counts at the following study intersections:
 - S. 92nd Street intersection with W. Lincoln Avenue
 - S. 92nd Street intersection with W. National Avenue
 - S. 92nd Street intersection with W. Becher Street
- Summarize the traffic count data into the WisDOT intersection turning movement count template for each study intersection.
- Summarize the existing geometry, turn bay lengths, and posted speed limits at the study intersections.

Traffic Analysis

- Analyze the weekday morning, weekday evening, and Saturday peak hour traffic volumes to determine the level of service (LOS) and delays at the study intersections for the following traffic conditions:
 - Existing traffic volumes with existing traffic signal timings
 - Existing traffic volumes with optimized traffic signal timings
- Identify measures of effectiveness (MOEs) to compare existing and optimized timings. MOEs shall include, but are not limited to the following Synchro software parameters:
 - Total delay per vehicle
 - Total stops
 - Performance index
- Prepare a technical memorandum to identify the procedures, methodologies, and findings of the traffic analysis.

Traffic Signal Timing Plans

- Review existing yellow, all-red, and pedestrian clearance times for consistency with MUTCD guidelines and recommend timing changes as needed.
- Review W. National Avenue, W. Lincoln Avenue, and W. Becher Street corridor timings for compatibility with time-of-day plans and cycle lengths.
- Prepare weekday morning, weekday evening, and Saturday peak period traffic signal timing plans for all signalized intersections within the study area. Traffic signal timing plans will be prepared in pdf format for implementation by the City's vendor. Timing plans will include, but are not limited to the following timing parameters:
 - Yellow, all-red, and pedestrian clearance intervals
 - Minimum/maximum green times
 - Passage time
 - Added initial
 - Variable initial
 - Time before reduction
 - Time to reduction
 - Dial/split/offset information (coordinated timing plans)
 - Time-of-day settings (all time periods)
 - Emergency vehicle preemption timings
- Coordinate traffic signal timing plan implementation with the City's vendor.
- Conduct one (1) field review to document the conditions after the recommended timings have been implemented and recommend further adjustments as needed.

Meetings

- Participate in one (1) meeting with the client to discuss the findings of the study. Additional meeting attendance will be completed on a time-and-materials basis if authorized by the client.

III. ITEMS NEEDED FROM CLIENT PRIOR TO PROJECT INITIATION

- W. Lincoln Avenue, W. National Avenue, and W. Becher Street corridor traffic signal timing plans
- Existing traffic signal timing plans at the study intersections



Ms. Traci Gengler, P.E., City of West Allis
Page 3 / July 30, 2021

IV. COMPLETION SCHEDULE

R.A. Smith, Inc. will submit a draft technical memorandum to the Client within six (6) weeks of receiving authorization to proceed. The final tech memo will be submitted to the City within one (1) week of receiving comments on the draft memo. Traffic signal timing plans will only be submitted with the final tech memo.

V. PROFESSIONAL FEES

R.A. Smith, Inc. will complete the scope of services described for a lump sum fee of \$10,600, including all expenses.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith, Inc. to proceed, please sign and return one original to our office. We look forward to a very successful project!

Sincerely,

R.A. Smith, Inc.

John Bruggeman, P.E., PTOE
Traffic Project Manager

Enclosure: General Conditions

T:\TRAFFIC\Proposals - Marketing\2021 West Allis National Avenue Retiming\EP 210730 Gengler 92nd St Retiming.docx



PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

_____ ("Project").

Professional's services under this Agreement are generally identified as follows:

_____ ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____

Planning Application



Project Name 1416/ 1418 S. 81st St. West Allis

Applicant or Agent for Applicant

Name Paul J Budiac
 Company Paulie's Pub and Eatery
 Address 8031 W. Greenfield Ave.
 City West Allis State wi Zip 53214
 Daytime Phone Number 414-405-7471
 E-mail Address pauliespub1@wi.rr.com

Agent is Representing (Tenant/Owner)

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

Property Information

Property Address 1416/1418 S. 81st St.
 Tax Key No. 452-0255-001
 Aldermanic District 2
 Current Zoning C-2
 Property Owner Paul and Kristine Budiac
 Property Owner's Address 1542 S 80th St. West Allis, WI 53214

Existing Use of Property mixed garage paulies duplex residential
 Previous Occupant n/a

Total Project Cost Estimate 1400.00

Application Type and Fee

(Check all that apply)

- Special Use: (Public Hearing Required) \$525
- Level 1: Site, Landscaping, Architectural Plan Review \$125 (Project Cost \$0-\$1,999)
- Level 2: Site, Landscaping, Architectural Plan Review \$275 (Project Cost \$2,000-\$4,999)
- Level 3: Site, Landscaping, Architectural Plan Review \$525 (Project Cost \$5,000+)
- Site, Landscaping, Architectural Plan Amendment \$125
- Extension of Time \$275
- Master Sign Program Review \$125
- Sign Plan Appeal \$125
- Request for Rezoning \$600 (Public Hearing Required)
Existing Zoning: _____ Proposed Zoning: _____
- Planned Development District \$1,525 (Public Hearing Required)
- Subdivision Plats \$1,700
- Certified Survey Map \$750
- Certified Survey Map Re-approval \$75
- Street or Alley Vacation/Dedication \$525
- Formal Zoning Verification \$225

In order to be placed on the Plan Commission agenda, Planning & Zoning 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
- Set of plans (electronic) - check all that apply
 - Site/Landscaping/Screening Plan
 - Floor Plans
 - Elevations
 - Certified Survey Map
 - Other

**Items shall be emailed to Planning@westalliswi.gov
 Please make checks payable to: City of West Allis**

FOR OFFICE USE ONLY

Application Received _____
 Plan Commission _____
 Publication Date _____
 Common Council Introduction _____
 Common Council Public Hearing _____

Applicant or Agent Signature _____

Date 6/10/21

Property Owner Signature _____

Date 6/10/21



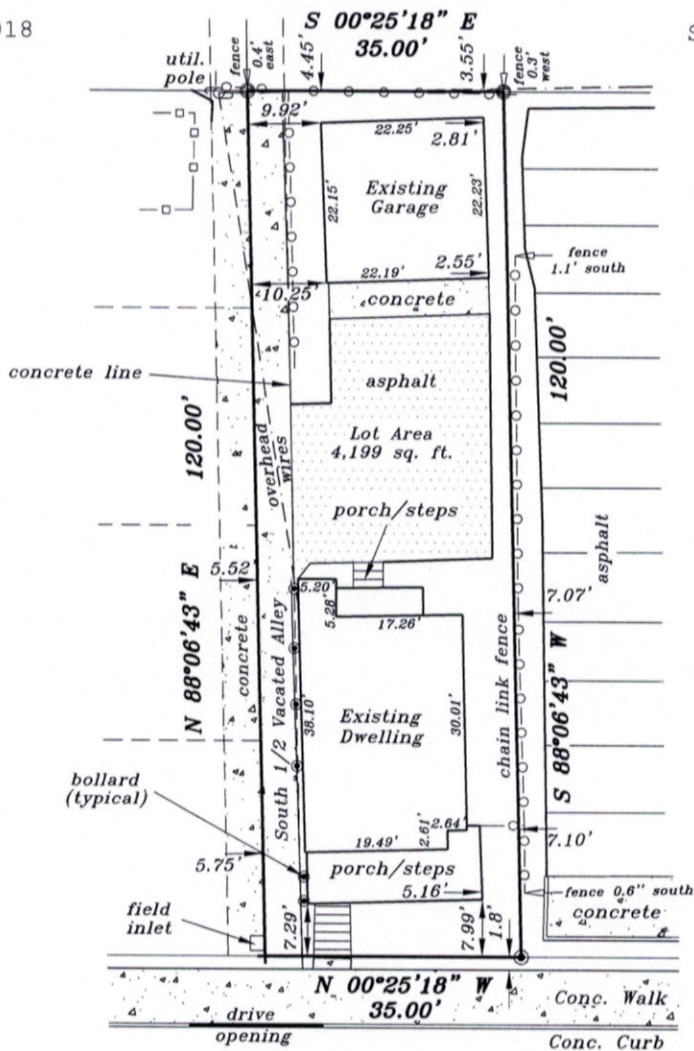
PLAT OF SURVEY

LOCATION: 1416 South 81st Street, West Allis, Wisconsin

LEGAL DESCRIPTION: Lot 5 in Block 1 and part of the vacated alley adjacent on the North in STATE AVENUE LAND COMPANY SUBDIVISION, being a part of the Northeast 1/4, Section 4, Town 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

May 2, 2018

Survey No. 109418



South 81st Street

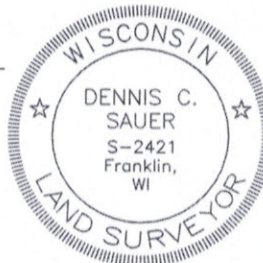
(60 R.O.W.)

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS

9415 West Forest Home Avenue, Suite 202
Hales Corners, Wisconsin 53130

PH. (414) 529-5380 FAX (414) 529-9787

email address: survey@metropolitansurvey.com

⊙ — Denotes Iron Pipe Found

○ — Denotes Iron Pipe Set

+ — Denotes Cross Set

SIGNED

Dennis C. Sauer

Professional Land Surveyor S-2421

W. GREENFIELD AVE.



Existing patio

Paulies Pub

The Licensed Premise

Tent/
Tables

Subject Duplex

Tent & Stage

Parking

Parking

Field Trip

31ST ST.

30TH ST

THE SITE AT 1416/1418 S 81ST ST. WOULD LIKE TO BE USED AS A MIXED USE BECAUSE IT IS CONTIGUOUS WITH PAULIE'S PUB AND WOULD LIKE TO USE GARAGE AND PARKING LOT FOR PAULIE'S FOR CERTAIN EVENTS AND STORAGE ALONG WITH BEING ABLE TO RENT OUT. SO AT THIS TIME, PAULIE'S PUB AND EATERY, PAUL AND KRISTINE BUDIAC AND BUDIAC PROPERTIES ARE APPLYING FOR A MIXED USE/SPECIAL USE PERMIT FOR THE PROPERTY AT 1416/1418 S 81ST ST.

**CITY OF WEST ALLIS
RESOLUTION R-2021-0525**

**RESOLUTION RELATIVE TO DETERMINATION OF AN APPLICATION FOR A
SPECIAL USE PERMIT TO ESTABLISH A MIXED USE (COMMERCIAL AND
RESIDENTIAL), OF THE EXISTING RESIDENTIAL DUPLEX PROPERTY,
LOCATED AT 1416-18 S. 81 ST.**

WHEREAS, Paul and Kristine Budiak, property owners, duly filed with the City Administrative Officer-Clerk/Treasurer an application for a special use permit, pursuant to Sec. 12.41(2) and Sec. 12.16 of the Revised Municipal Code, to establish a mixed-use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on September 7, 2021, 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, Paul and Kristine Budiak, property owners, have offices on the abutting pub property located at 8031 W. Greenfield Ave.

1. The applicant owns the properties located at 1416-18 S. 81 St., West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

All that land of the owner being located in the Northeast ¼ of Section 4, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin describes as follows:

Lot 5 and South 5.00 feet of the vacated alley in Block 1 of the State Avenue Land Co's Subdivision.

1416-18 South 81 Street, West Allis, WI

Tax Key No. 452-0255-001

2. The subject property is a duplex that is owned by Paul and Kristine Budiak and located on a separate and abutting lot to the south of Paulie's Pub. Like other properties within the area, the subject property is zoned C-2, neighborhood commercial district.

The Budiak's are requesting that the primary use of the property be changed from solely residence to a mixed use (residence and commercial) to allow for more flexibility in the layout of entertainment events including a tent and stage for live bands associated with Paulie's Pub premise located just north at 8031 W. Greenfield Ave. (an abutting property to the north).

Earlier this year at the May 4, 2021 Common Council meeting, Paulie's Pub had received License and Health approval for a temporary extension of their licensed premise outdoors (within the parking lot of the 8031 W. Greenfield Ave. pub property). Subsequent revisions were granted at the June 15, 2021 meeting. The Paulie's Pub licensed premises does not extend to the subject 1416-1418 S. 81st St. (duplex) property. That means no alcohol storage, sales, or carrying of alcohol on the duplex property. This limitation relates only to the service of alcohol.

In order for the property owner to utilize the duplex property in a manner that is connected/accessory to Paulie's Pub, the property must comply with the zoning for the subject property. The zoning option being exercised by the owner is to apply for a special use permit. The special use permit does not include service, sale, or carrying of alcohol.

Planning met with Mr. Budiak and the 2nd District Alderpersons to discuss the tent and band stage placement on the duplex property as it currently does not comply with the zoning. A few options were discussed. The three (3) options to bring the duplex site into compliance with the existing zoning include:

- a. Relocate the tent and stage to the Paulie's Pub property (the second tent and stage would then be located upon the licensed premise); or,
- b. Apply for a special use permit for a mixed use (commercial and residential use) on the duplex property in order to create a second primary use which would allow live music; or,
- c. Raze the duplex and combine that parcel with Paulie's Pub via Certified Survey Map.

3. The aforesaid premise is zoned C-2 Neighborhood Commercial District under the Zoning Ordinance of the City of West Allis, which permits mixed uses (commercial and residential), pursuant to Sec. 12.41(2) and Sec. 12.16 of the Revised Municipal Code.

4. The subject property is part of a block along the south side of W. Greenfield Ave., the east side of S. 81 St., and north of W. Orchard St. which is zoned for commercial purposes. Properties to the north and south are developed as commercial. Properties to the east and west are developed as multi-family residential and low density residential.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of Paul Budiak and Kristine Budiak to establish a Special Use Permit to establish a mixed-use (commercial and residential), of the existing residential duplex property, located at 1416-18 S. 81 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.

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 and architectural plans approved on August 25, 2021 by the City of West Allis Plan Commission as provided in Sec. 12.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plan shall be permitted without approval by the Plan Commission. Plan Commission recommendations included the following deliverables:

2. Building and Fire codes. Building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services Department and by the Fire Department.

3. Operating Conditions:

a. The grant of this special use does not include service, sale, or carrying of alcohol onto the subject property.

b. Hours of operation and exception requests shall coincide with the those granted by the License and Health Committee for the outdoor area/premise.

c. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis.

d. Exterior pest control shall be contracted on a monthly basis.

e. If the special use is not approved, the property owner will be required to remove the tent and stage from the property and the subject area could only be used for its existing purpose as a residential duplex.

4. 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, abutting sidewalk.

5. 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.

6. 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.

7. 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.

8. 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.

9. Acknowledgement. That the applicants sign 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.

Paul and Kristine Budiak, (property owners)

Mailed to applicant on the _____ day of _____, 2021

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-2021-0577**

RESOLUTION TO APPROVE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST ALLIS AND COBALT PARTNERS LLC, TAX INCREMENTAL DISTRICT 16, WITHIN THE S. 70 ST. CORRIDOR (WEST QUARTER)

WHEREAS, the Common Council of the City of West Allis (the “City”) approved the Development Agreement between the City of West Allis and developers (West Quarter East, LLC and West Quarter West, LLC) regarding the South 70th Street Corridor development project to replace any prior agreements through Resolution No. R-2019-0214 adopted March 21, 2019; and,

WHEREAS, West Quarter East, LLC and West Quarter West, LLC are requesting an amendment to the Development Agreement, hereby attached as Exhibit A, outlining changes to the project timeline, repurchase rights of the City, and an Estoppel Letter; and,

WHEREAS, the Development Agreement was structured as Developer Funded TIF and the additional amendment will retain the projected \$25 million of assessed incremental value; and,

WHEREAS, the Community Development Authority (CDA) of the City of West Allis (the “Authority”) approved the Fourth Amendment to the Development Agreement by and between the City of West Allis and developers (West Quarter East, LLC and West Quarter West, LLC) regarding the South 70th Street Corridor development project, through CDA Resolution No. 1389 approved on September 14, 2021; and,

WHEREAS, the Fourth Amendment approves the City extending the completion deadline, agreeing to waive repurchase rights for the land associated with hotel development , and to provide an Estoppel Letter to the Developer for the construction of a Home 2 Suites, located at 12** S. 70 Street (Tax Key No. 439-9001-000); and,

WHEREAS, the City wishes to encourage economic development, eliminate blight, expand the City’s tax base and foster job creation for the City through the development of the Property; and,

WHEREAS, Cobalt Partners LLC and/or its assigns, plans on preparing the Property for redevelopment into a mixed-use project containing one or more office, health/fitness, retail hospitality, restaurant, and residential components, including development of a new public infrastructure collectively referred to as (the “Project”); and,

WHEREAS, the development of the Project would not occur without the benefits to be provided to the Developer as set forth in this Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis hereby approves the Fourth Amendment to the Development Agreement between the City of West Allis and Cobalt Partners LLC, Tax Incremental District 16, within S. 70 St. Corridor (West Quarter).

1. Adopts Exhibit A – Fourth Amendment hereby attached by reference.
2. That the Economic Development Executive Director, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

SECTION 1: **ADOPTION** “R-2021-0577” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0577(*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

APPLICATION FOR LIQUOR LICENSE

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

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

MB Dining LLC, d/b/a The Reunion, 6610 W. Greenfield Ave, West Allis, WI 53214;
Agent: Christopher Paul.

Dated this 1st day of September, 2021

Rebecca Grill, City Clerk

Publish as a Class I Legal Notice in the Daily Reporter on Friday, September 17, 2021

9/21/21 CC.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 9/21/21 ending: 6/30/22
(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 <u>TBD</u>	
FEIN Number <u>89-4393600</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ <u>N/A</u>
<input type="checkbox"/> Class B liquor	\$ <u>500</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15 + 2BC</u>
TOTAL FEE	\$

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

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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PAUL</u>	<u>CHRISTOPHER</u>	<u>ALLEN</u>	<u>1029 N SHAKERVILLE ROAD SUMMIT, WI 53066</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PAUL</u>	<u>ABBY</u>	<u>KAYE</u>	<u>1029 N SHAKERVILLE ROAD SUMMIT, WI 53066</u>
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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name REUNION RESTAURANT Business Phone Number TBD
 2. Address of Premises 6610 W GREENFIELD AVENUE Post Office & Zip Code 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.)
MAIN RESTAURANT BAR AT GRADE. OUTDOOR BAR AT GRADE.
Sold at Indoor Bar, outdoor patio, outdoor bar & dining room. Will be stored behind bar, in beer cooler in NW Addition, IN liquor storage area of kitchen. Consumed throughout courtyard, stage area, firepit, & volleyball courts.

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? _____

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 Wisconsin Department of Revenue

**CITY OF WEST ALLIS
 CITY CLERK**

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 WI and date 03/01/20 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? Yes No
If yes, explain.
OWNERS OF CAPRI RESTAURANT GROUP DBA CAPRI DI NUOVO
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.) CHRISTOPHER PAUL	Title/Member MEMBER	Date 08/30/21
Signature <i>Christopher Paul</i>	Phone Number 262.492.9099	Email Address chris@capridinuovo.ca

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	

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CITY CLERK

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of MB DINING
(Registered Name of Corporation / Organization or Limited Liability Company)

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

located at 6610 W GREENFIELD AVE

appoints Christopher Paul
(Name of Appointed Agent)

1029 N. Shakerville Rd. Summit, WI. 53066
(Home Address of Appointed Agent)

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

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Capri Restaurant Group

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 42 yrs.

Place of residence last year Summit, WI.

For: _____
(Name of Corporation / Organization / Limited Liability Company)

By: _____
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, Christopher Paul, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature] 8/30/2021
(Signature of Agent) (Date)

Agent's age 42

1029 N. Shakerville Rd. Summit WI. 53066
(Home Address of Agent)

Date of birth 8/1/1979

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

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

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CITY CLERK

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Paul		(first name) Christopher		(middle name) Allen	
Home Address (street/route) 1029 N. Shakerville Rd.		Post Office Oconomowoc	City Summit	State WI	Zip Code 53066
Home Phone Number 262.492.9099		Age 42	Date of Birth 8/1/1979	Place of Birth Burlington, WI.	

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

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

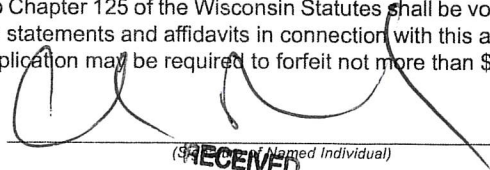
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? **42 years**
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. **Capri Restaurant Group LLC**
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name ERT Dining	Employer's Address 2003 E. Geneva St. Belvaux WI 53115	Employed From 7/2005	To 12/2012
Employer's Name Napoli Pizzeria e Pasta	Employer's Address 1114 Main St. Union Grove WI 53182	Employed From 2/2000	To 6/2005

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


(Name of Individual)

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ALCOHOL BEVERAGE LICENSE RENEWAL

FORM ALREN-APP 4/21

Applicant Information

Legal Entity Name (If Corporation or LLC)

MB DINING

Business Address

6610 W GREENFIELD AVE

Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

TBD

Has anything on your floor plan or plan of operation changed since your last application?

No, skip to page last page.

Yes, complete all questions on this page through the end of the packet.

Parking

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

35 + Rest of Industrial lot after 3pm.

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

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

Alcohol 25 % Food 65 % Entertainment 10 % Gas ___ % Cigarettes ___ %

Other ___ % - describe Restaurant, Bar, Arcade, outdoor leagues

Security Plans

Describe the security provisions for parking and loading areas:

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

Security Personnel Responsibilities and Equipment Used:

Location of inside and outside security cameras

Scattered throughout the property inside & outside

Will searches or identification verification be conducted? No Yes, describe where:

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ALCOHOL BEVERAGE RENEWAL CONTINUED

FORM ALREN-APP 4/21

Litter and Noise (attach additional sheets if necessary)

List your solid waste contractor.

GFL (Former Advanced Disposal)

List the location and number of interior and exterior trash receptacles.

Interior: 10

Exterior: 5

How will the exterior trash/littering be addressed?

Cleaned up by cleaning crew

How will noise issues be addressed?

We are in a mostly industrial area. Anything facing Greenfield will be monitored.

Hours of Operation

Sunday	Open: 8 AM	Close: 10 PM
Monday	Open: 11 AM	Close: 10 PM
Tuesday	Open: 11 AM	Close: 10 PM
Wednesday	Open: 11 AM	Close: 10 PM
Thursday	Open: 11 AM	Close: 10 PM
Friday	Open: 11 AM	Close: 12 PM
Saturday	Open: 8 AM	Close: 12 PM

Floor Plan

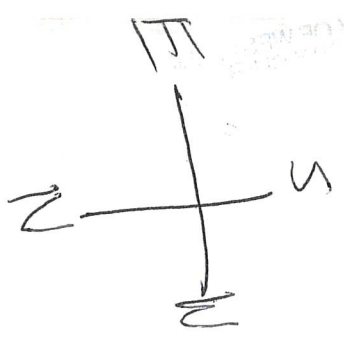
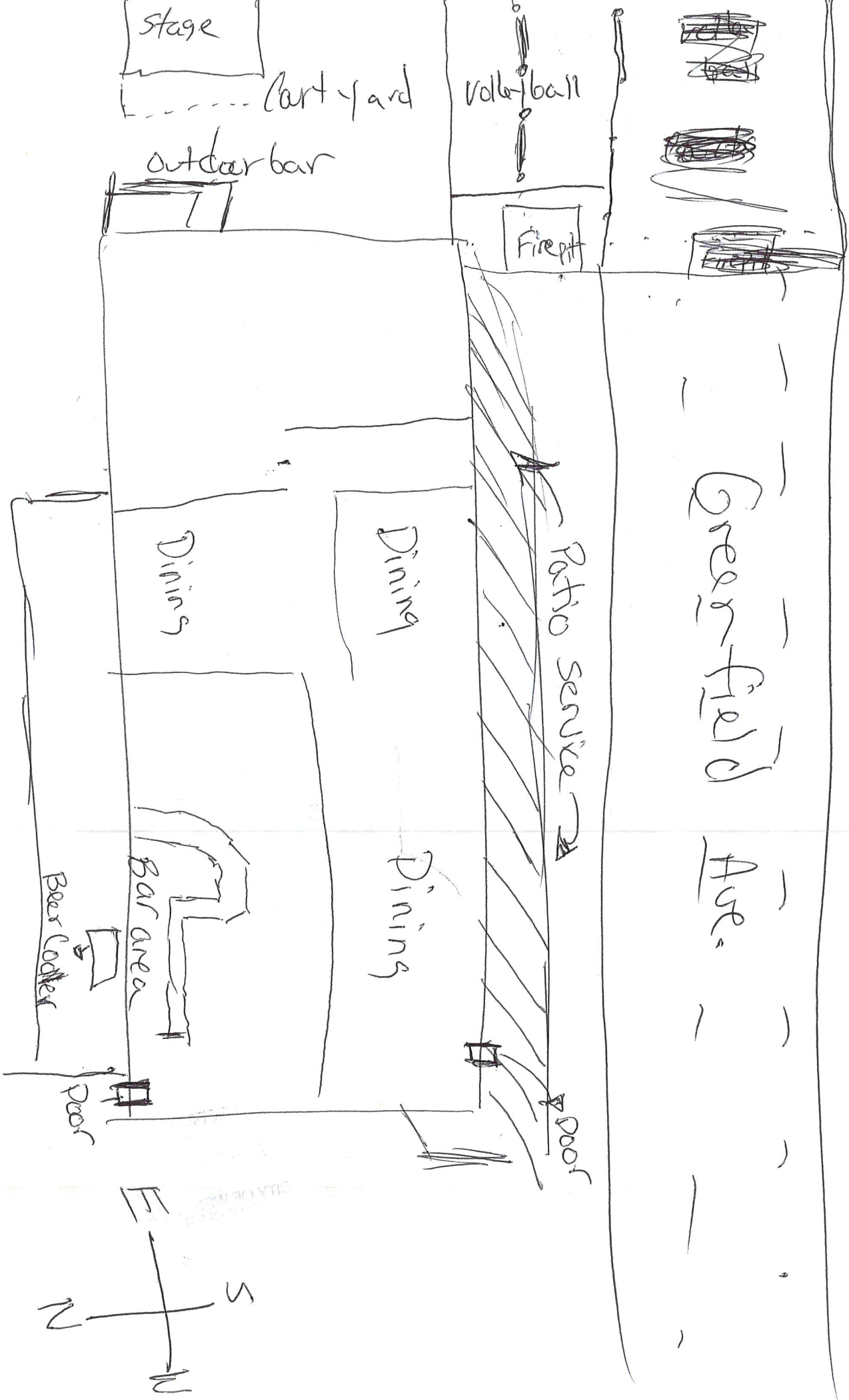
A floor plan must be submitted with this application unless the floor plan is identical to the alcohol beverage application. The detailed floor plan must be filed on an 8 1/2 x 11 sheet of paper for each floor of the licensed premises and include:

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

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Revision Restaurant
6610 W. Greenfield Ave.
8/30/2021

APPX. building size:
12,000 sq. ft.
courtyard 7,100 x 100'





ALCOHOL BEVERAGE RENEWAL CONTINUED

FORM ALREN-APP
4/21

Signature and Acknowledgement

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

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

Class B License Applicants - List of Employees and Performers

- I understand that the I am required to maintain a current list of all persons employed to work in the premises. The list shall also include those persons employed to work after closing hours for the purposes of cleaning the premises. If public entertainment premises license has also been issued for my premises, I must maintain a current list of all performers who perform in the licensed premises. The lists must contain the name or names (legal, trade and alias), current address and date of birth of each employee or performer and shall be provided

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



8/30/2021

Signature (Individual, Partner, Agent or Officer)

Date

Office Use Only:

License Number:	Received:	Entered:	Police:	BINS:
Health:	Fire:	Planning:	L&H:	CC:

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CITY OF WEST ALLIS CITY CLERK



Entertainment

Do you wish to apply for a public entertainment license? No, skip to next page Yes, fill out the information below.

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

Public Entertainment Premises Standard Fee	\$500
Reduced Fee for premises with legal capacity of 400-499	\$350
Reduced Fee for premises with legal capacity of 300-399	\$275
Reduced Fee for premises with legal capacity of 200-299	\$200
Reduced Fee for premises with legal capacity of 100-199	\$150
Reduced Fee for premises with legal capacity of 76-99	\$125
Reduced Fee for premises with legal capacity of 26-75	\$100
Reduced Fee for premises with legal capacity of 25 or fewer	\$75

min

Types of Entertainment (Choose all that apply)

- Juke Box Disc Jockey Billiard/Pool Tables - # _____ Amusement Machines - # 45
- Theater Movies Bands Karaoke Patrons Dancing Instrumental Music
- Bowling # of lanes _____ Concerts - # per year _____ Theatrical Performances - # per year _____

Dancing by Performers (Adult Entertainment also requires an Adult Oriented Establishment License)

Other, describe: Kick Pool outside, Bag toss outside, volleyball

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

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CITY CLERK

Fee calculation Worksheet

Type	Amount	Enter Amount if applicable
Alcohol Beverage	Class A Beer - \$200; \$50 late fee if filed after June 1 Class A Liquor and Malt - \$650; \$50 late fee if filed after June 1 Class B Tavern - \$600; \$100 late fee if filed after June 1 Class B Beer - \$100; \$50 late fee if filed after June 1 Class C Wine - \$100; \$50 late fee if filed after June 1	$650 + 100$ 550
Publication*	\$15	\$15
Record Check Fee*	\$16 for each Wisconsin resident listed on application	$\$16 \times 2 = 32$
Cigarette and Tobacco License*	\$100	_____
Electronic Smoking Sales Devices*	\$100; \$10 late fee if filed after June 1	_____
Public Entertainment License*	Public Entertainment Premises Standard Fee \$500 Reduced Fee for premises with legal capacity of 400-499 \$350 Reduced Fee for premises with legal capacity of 300-399 \$275 Reduced Fee for premises with legal capacity of 200-299 \$200 Reduced Fee for premises with legal capacity of 100-199 \$150 Reduced Fee for premises with legal capacity of 76-99 \$125 Reduced Fee for premises with legal capacity of 26-75 \$100 Reduced Fee for premises with legal capacity of 25 or fewer \$75	75
Total Fee		\$

*These fees must be submitted with your application.

Alcohol Fees must be submitted 15 days prior to expiration date of license.

$\$247^{00}$
 Pcl Ck # 1143
 8/31/21
 [Signature]

X
 550
 15
 15
 32

 612

 247

CITY OF WEST ALLIS
 *** CUSTOMER RECEIPT ***
 Oper: WALSJMS2 Type: OC Drawer: 1
 Date: 9/01/21 01 Receipt no: 52293

Description	Quantity	Amount
CD CLK "CLASS B" TAVERN LCNS	1.00	\$200.00
		2456353

Trans number:
 G/L account number:
 10000004210104
 THE REUNION

DM CLK PUBLICATION FEES	1.00	\$15.00
		2456354

Trans number:
 G/L account number:
 10000004210229
 THE REUNION

C4 RECORD CHECK FEE	2.00	\$32.00
		2456355

Trans number:
 G/L account number:
 10000004410800

Tender detail		
CK CHECK PAYMEN	1143	\$247.00
Total tendered		\$247.00
Total payment		\$247.00

Trans date: 9/01/21 Time: 15:50:07

*** THANK YOU FOR YOUR PAYMENT ***



WEST ALLIS POLICE DEPARTMENT

Patrick S. Mitchell
Chief of Police

Robert Fletcher
Deputy Chief of Police

Christopher Marks
Deputy Chief of Police

September 9, 2021

To: Mayor Dan Devine

License and Health Committee:

- Aldersperson Vincent Vitale (Chair)
- Aldersperson Suzzette Grisham (Vice-Chair)
- Aldersperson Rosalie Reinke
- Aldersperson Daniel J. Roadt
- Aldersperson Tracy Stefanski
- Assistant City Attorney Nicholas Cerwin

The following is a summary of reported incidents involving licensed businesses, including reported tavern violations and calls for police service during the month of August 2021:

INCIDENT REPORTS:

CASE#21-026635 – 08/07/2021 – 0009hrs. – Harry O’s – 6743 W. Lincoln Ave.

CALLER: Nicole D. Dibella

Officer Vanden Boogard Reports...

On 08/07/21 at 0009hrs. Officers responded to Harry O's for a M/B assaulting customers. An unknown M/B punched, Jesus R. Ruiz [REDACTED] causing him to fall and lose consciousness. He then punched the owner and picked up a barstool and struck Ruiz with it. The M/B fled northbound and was not located. Ruiz suffered facial injuries (cut, swelling, possibly fracture orbital bone) and a concussion. He was conveyed to Froedtert for treatment. The offender is a M/B 30-40, medium build, with shoulder length black dreads, wearing a red t-shirt and black pants.

CASE#21-027943 – 08/15/2021 – 0228hrs. – Limanski’s – 8900 W. Greenfield Ave.

CALLER: Hailey M. Schultz

Officer SC Medina Reports...

On 08/15/21 at 0228hrs. Officers responded to Limanskis Pub (8900 W Greenfield Ave) for a report of a fall on city property. Investigation revealed that Dawn M Passow, [REDACTED] was highly intoxicated, tripped and fell on the sidewalk. As a result of falling, Dawn sustained a laceration on the right side of her head. Dawn was transported to Froedtert Hospital for medical treatment.



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CASE#21-029065 – 08/23/2021 – 1749hrs. – Spot Lite – 6426 W. Greenfield Ave.

CALLER: Robyn J. Grainger

Officer Seghers Reports...

On 08/23/2021 at approximately 1700hrs. phone contact was made with Robin J. Grainger [REDACTED] who stated approximately 1 month ago he was working at 6426 W Greenfield (Spot Lite) when he observed surveillance camera footage of the bathroom facilities and changing rooms of the business, which the owner had showed him. Officers conducted a tavern check at approximately 1755hrs where it was confirmed that owner Lonnie D Bald [REDACTED] did have surveillance cameras in the men's bathroom. While on scene, officers deactivated that specific camera. Case forwarded to detective bureau.

CASE#21-029678 – 08/28/2021 – 0158hrs. – Spot Lite – 6426 W. Greenfield Ave.

CALLER: John H. Proctor

Officer Kaye Reports...

On 08/28/21 at approximately 0158hrs. Officers responded to the Spot Lite, 6426 W Greenfield Ave, for a report of an individual shot in the foot. Officers located victim, Angel D. Day [REDACTED] inside of the business with a gunshot wound to her right foot. The WAFD arrived on scene and transported Angel to Froedtert Hospital. Investigation identified the suspect as Tarcy D. Cribbs [REDACTED] who fled the scene prior to officer arrival in a silver [REDACTED] SUV [REDACTED]. Officers attempted to locate Tarcy at his residence, [REDACTED] with negative results. Felony temporary warrants were issued for Tarcy and the silver [REDACTED]. This investigation was turned over to the WAPD Criminal Investigations Bureau.

TAVERN RELATED INCIDENTS NOT REQUIRING INCIDENT REPORT:

CALL#21-027565 – 08/13/2021 – 0216hrs. – Alibi Bar – 6540 W. Grant St.

CALLER: None

Officer Luedke Reports...

On 8/13/21 at 0216hrs. Officers responded to the Alibi Bar 6540 W. Grant St for a 911 open line. On scene officers made contact with, Dana S. Napierala [REDACTED] who stated she is the bartender (No License) and has had too much to drink this evening. Dana denied calling 911 and stated she and her husband, Mark S. Napierala [REDACTED] were having a verbal argument while she was closing the bar. Mark was not intoxicated and stated there was no physical



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altercation. Mark stated he and Dana were arguing over her level of intoxication. Mark and Dana locked up the business and walked home to their residence. There were no patrons in the business at the time of this call.

TOBACCO AND ALCOHOL/TAVERN COMPLIANCE CHECKS:

Tobacco compliance checks:

No violations reported during this reporting period.

Alcohol compliance checks:

Officer Mussatti Reports...

On 08/22/21, I performed alcohol compliance checks at businesses licensed to sell alcohol (Class A). Between approx. 1230 hrs. to 1500 hrs., 11 businesses were checked and 6 businesses had violations. Citations will be mailed.

The following businesses were in violation:

- Piggly Wiggly – 10282 W. National Ave.
- Target – 2600 S. 108 St.
- VJ's Food Mart – 9206 W. Schlinger Ave.
- Express Pantry – 8530 W. Greenfield Ave.
- State Fair Liquor – 1568 S. 81 St.
- West Allis Liquor & Tobacco – 7218 W. Greenfield Ave.

Tavern compliance checks:

Tavern compliance squads check randomly selected taverns in the City of West Allis for miscellaneous tavern violations such as license violations.

Officers trained in Class B tavern compliance checks performed 16 tavern checks at randomly selected taverns in the month of August 2021.



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Violation of Wisconsin Clean Air Act Smoking Ban:

No violations reported during this reporting period.

Respectfully submitted,

Sgt. Timothy Gold

A handwritten signature in black ink, appearing to read "Sgt. Gold" with a large flourish and the number "#20" written to the right.