

13.



# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2007-0280	Resolution	In Committee
Resolution to Enter into a Water Main Maintenance Agreement Between the City of West Allis and Lincoln Park MHC, LLC.		
Introduced: 11/20/2007		Controlling Body: Public Works Committee
		Sponsor(s): Public Works Committee

### COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
<u>11-20-07</u>			Dobrowski	✓			
			Kopplin				✓
			Lajsic				
			Narlock	✓			
			Reinke				
	✓		Sengstock	✓			
			Vitale				✓
			Weigel				
TOTAL				<u>3</u>			<u>2</u>

### SIGNATURE OF COMMITTEE MEMBER

*[Signature]*

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>NOV 20 2007</u>		✓	Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin <i>exc</i>				✓
			Lajsic	✓			
	✓		Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale <i>exc</i>				✓
			Weigel	✓			
TOTAL:				<u>8</u>			<u>2</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2007-0280**

**Final Action:**

**Sponsor(s):** Public Works Committee

NOV 20 2007

Resolution to Enter into a Water Main Maintenance Agreement Between the City of West Allis and Lincoln Park MHC, LLC.

City of West Allis, a municipal corporation organized and existing under the laws of the State of Wisconsin, with principle offices located at 7525 West Greenfield Avenue, West Allis, WI, hereinafter "City".

Lincoln Park MHC, LLC, owner of Lincoln Park Manufactured Home Community located at 10315 West Greenfield Avenue, West Allis, WI, with principle offices located at 1905 North Second Drive, No. 101, Stevens Point, WI, hereinafter "Lincoln Park".

WHEREAS, Lincoln Park owns and operates a mobile home park within the City of West Allis located at 10315 West Greenfield Avenue, West Allis, WI, known as Lincoln Park Manufactured Home Community; and,

WHEREAS, on June 6th, 1977, the City entered into a Water Main Installation Agreement, hereinafter "Installation Agreement" with Lincoln Mobile Homes, Inc., the previous owner of the mobile home park located at 10315 West Greenfield Avenue, West Allis, WI and now owned by Lincoln Park; and,

WHEREAS, paragraph eight (8) of said Installation Agreement states that the Agreement shall be binding on the heirs, successors and assigns of both parties; and,

WHEREAS, due to a miscommunication between the City and Lincoln Park, the City was not billing and Lincoln Park was not paying for uncollectible water and sewer accounts incurred by tenants of the mobile home park pursuant to the Installation Agreement resulting in an uncollectible water and sewer amount of approximately Four Thousand Six Hundred Ninety-seven and 35/100 Dollars (\$4,697.35) comprised of seven (7) different tenants; and,

WHEREAS, the City and Lincoln Park wish to enter into a Water Main Maintenance Agreement which incorporates the previous Installation Agreement as a means of clearing up any confusion with regard to payment of the outstanding uncollectible water and sewer amount heretofore stated, responsibility for future outstanding water and sewer charges incurred by tenants of Lincoln Park MHC, LLC located at 10315 West Greenfield Avenue, West Allis, WI, as well as the overall maintenance of the water main installation; a copy of the proposed Water Main Maintenance Agreement signed by Lincoln Park is attached hereto and incorporated herein.



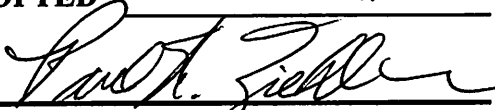
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Director of Public Works is hereby authorized to enter into a Water Main Maintenance Agreement with Lincoln Park MHC, LLC for the reasons set forth herein.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make such changes to the Water Main Maintenance Agreement as may be required to clarify the Agreement or protect the interests of the City.

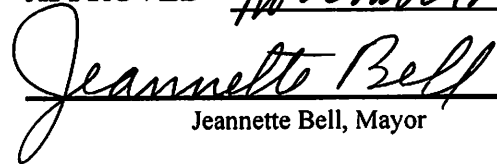
ATTR-WaterMain Maint Agrmnt-Linc Park MHC LLC

ADOPTED

NOV 20 2007

  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

November 27, 2007  
  
Jeannette Bell, Mayor

## WATER MAIN MAINTENANCE AGREEMENT

This Agreement, made and entered into by and between Lincoln Park MHC, LLC, with principal offices located at 1905 North Second Drive No. 101, Stevens Point, Wisconsin, hereinafter "Lincoln Park", and the City of West Allis, a municipal corporation organized and existing under the laws of the State of Wisconsin, with principal offices located at 7525 West Greenfield Avenue, West Allis, Wisconsin, hereinafter "City".

WHEREAS, Lincoln Park owns and operates a mobile home park within the City of West Allis located at 10315 West Greenfield Avenue, West Allis, WI, known as Lincoln Park Manufactured Home Community; and,

WHEREAS, on June 6<sup>th</sup>, 1977, the City entered into a Water Main Installation Agreement, hereinafter "Installation Agreement" with Lincoln Mobile Homes, Inc., the previous owner of the mobile home park located at 10315 West Greenfield Avenue, West Allis, WI and now owned by Lincoln Park; and,

WHEREAS, paragraph eight (8) of said Installation Agreement states that the Agreement shall be binding on the heirs, successors and assigns of both parties; and,

WHEREAS, due to a miscommunication between the City and Lincoln Park, the City was not billing and Lincoln Park was not paying for uncollectible water and sewer accounts incurred by tenants of the mobile home park pursuant to the Installation Agreement resulting as of the date of this Agreement in an uncollectible water and sewer amount of \$4,697.35 comprised of seven (7) different tenants as evidenced in Exhibit "A", attached hereto; and,

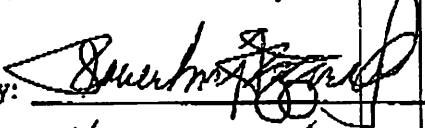
WHEREAS, the City and Lincoln Park wish to enter into this Agreement as a means of clearing up any confusion with regard to the responsibility for future outstanding water and sewer charges incurred by tenants of Lincoln Park MHC, LLC located at 10315 West Greenfield Avenue, West Allis, WI, as well as the overall maintenance of the water main installation.

NOW, THEREFORE, based upon the above, the parties hereby agree to the following:

1. That Lincoln Park shall pay one-half (1/2) of the total amount outstanding reflected on Exhibit "A", specifically it shall pay \$2,348.68 to the City within ten (10) days of the date this agreement is signed by both parties. In the event said amount is timely paid by Lincoln Park, all remaining amounts owed as reflected on Exhibit "A" only shall be forgiven and written off by the City.
2. That Lincoln Park hereby acknowledges the Installation Agreement between the City and Lincoln Mobile Homes, Inc. dated June 6<sup>th</sup>, 1977, including the Supplemental Agreement thereto dated September 29, 1978, attached hereto as Exhibit "B" and agrees to be named the successor in interest in the place of Lincoln Mobile Homes, Inc. on said Installation Agreement and as such, Lincoln Park shall continue to abide by all terms and conditions of said Installation Agreement and Supplemental Agreement.
3. That this Agreement, once executed by the parties, shall be recorded by the City with the Milwaukee County Register of Deeds as against the property located at 10315 West Greenfield Avenue, West Allis, Wisconsin.

Dated: 11-8-07

LINCOLN PARK MHC, LLC

By: 

Its: VP & COO / MEMBER

Dated: \_\_\_\_\_

CITY OF WEST ALLIS

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

LJ/cf/Watermain Maint Agrmt

EXHIBIT "A"

10315 W. Greenfield Ave. #519, acct. # 10635-520991, Diana Skelton, evicted on 10/31/06, charges through eviction date as well as basic service charges through 11/10/06 (now a new occupant), totaling **\$402.37**

10315 W. Greenfield Ave. #815, acct. # 10711-521197, Patrick Davy-evicted on 10/6/06. Charges incurred through that date, as well as basic service charges since, totaling **\$644.85**

10315 W. Greenfield Ave. #818, acct. # 10705-521203, Rick Sullivan-evicted on 4/18/07- was on repeated payment plans with Larry which he never paid on, charges through eviction date as well as basic service charges through 6/25/07 (now a new occupant), totaling **\$1,386.17**

10315 W. Greenfield Ave. #820, acct. # 10701-521207, Skylar Ruder-evicted on 5/10/06. Charges incurred through that date, as well as basic service charges since, totaling **\$546.53**

10315 W. Greenfield Ave. #833, acct. #10675-521233, Pamela Manke-evicted on 9/29/06, also had a little paid on payment plan with Larry, charges through eviction date as well as basic service charges through 4/30/07 (now a new occupant), totaling **\$953.15**

10315 W. Greenfield Ave. #856, acct # 10961-521279, Mark Holbach, evicted on 2/27/06. Charges incurred through that date, as well as basic service charges through 2/28/07 (now new occupant), totaling **\$166.11**

10315 W. Greenfield Ave. #857, acct. # 10959-521281, Lori Hanson-evicted on 7/11/07. Charges incurred through that date, as well as basic service charges since, totaling **\$598.17**

**Total= \$4,697.35**

*Return  
to  
sign  
agreement*

EXHIBIT "B".

WATER MAIN INSTALLATION AGREEMENT

THIS AGREEMENT, made and entered into by and between LINCOLN MOBILE HOMES, INC., 10315 West Greenfield Avenue, West Allis, Wisconsin, hereinafter called "LINCOLN", and the CITY OF WEST ALLIS, a municipal corporation with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin, hereinafter called "CITY",

WITNESSETH:

WHEREAS, LINCOLN owns and operates a mobile home park within the City of West Allis at 10315 West Greenfield Avenue, known as Lincoln Mobile Homes, and

WHEREAS, LINCOLN desires to improve its aforesaid property by the installation of city water main for the purpose of serving each individual mobile home located thereon with direct service from the city main, and

WHEREAS, the CITY believes that to furnish an adequate supply of safe water to all mobile homes within the aforesaid park and to maintain municipal ownership and control of the aforesaid water main, and other appurtenances thereto, is necessary for the protection of the public health and welfare.

NOW, THEREFORE, in consideration of the payment of One (\$1.00) Dollar and other good and valuable considerations and in consideration of the mutual covenants herein contained, the parties agree:

(1) The CITY, subject to the terms and conditions of this agreement, shall prepare the plans and specifications for a water main system to serve the aforesaid mobile home park; thereafter, except as otherwise provided herein, the CITY shall advertise, take bids, and award contracts for and install the aforesaid water main, together with all necessary

appurtenances thereto, in accordance with its standard engineering and public works practices, and applicable statutes of the State of Wisconsin.

(2) LINCOLN agrees to provide a water utility easement to the CITY for the aforesaid water main installation. The easement shall give the CITY the right and authority to construct, reconstruct, repair, maintain and operate said water main, together with all necessary appurtenances thereto, in, under and through the aforesaid property of LINCOLN and shall be in such form and for those portions of property as the CITY may, in its sole judgment, require for the said water main installation.

(3) The total cost of the aforesaid water main installation shall be borne by LINCOLN. The total cost as used in this agreement will include, without limitation because of enumeration, all contract payments; material, labor and equipment furnished by the CITY, engineering, inspection and overhead; any and all adaptive and incidental work necessary to adjust installations to other installations, whether newly installed, or previously existing.

(4) LINCOLN agrees upon execution of this agreement to deposit with the CITY the sum of Eight Thousand (\$8,000.00) Dollars in cash, which is hereby determined to be the estimated cost for the preparation of plans and specifications for the aforesaid water main installation. Thereafter, upon written notification from the CITY, LINCOLN shall deliver to the CITY either a cash deposit equal to the estimated remaining total cost, or a letter of credit in such amount, in a form acceptable to the CITY, issued by a chartered state or national bank in Milwaukee County. The remaining estimated total cost shall be determined by the City Engineer prior to the award of contracts by the CITY for the said water main installation. No contract shall be awarded by the CITY, nor



installation of any of the said improvement commenced until LINCOLN has delivered to the CITY either the cash deposit or letter of credit for the remaining estimated total cost. Acceptance of bids shall be determined solely by the Common Council of the CITY. If the actual cost of the improvement exceeds any cash deposit or letter of credit, LINCOLN shall remit the said excess cost within ten (10) days after the mailing date of a demand for such excess cost. Any balance remaining on deposit shall be returned to LINCOLN.

(5) No liability shall accrue to the CITY for delay in preparation of plans, advertising for bids, award of contracts, or installation of improvement under the terms of this agreement or for any other delays related thereto. It is the general plan of the parties that the improvement will be constructed during the calendar year 1977.

(6) Special Provisions.

(a) CITY agrees to accept responsibility for maintenance of the water main under the same conditions and under the same policies as pertain to water main in any public street.

(b) CITY agrees to accept responsibility for reading of individual meters and routine maintenance of meters in accordance with standard practice for other meters throughout the city.

(c) Billing for water and sewer charges will be made by CITY to individual mobile home owners or tenants served, provided LINCOLN guarantees payment of any otherwise uncollectable water or sewer service charge accounts accrued in the mobil home park by any tenant. However, nothing herein contained shall be construed as affecting the CITY's right to proceed under the provisions of Section 66.069 and 66.076, Wisconsin Statutes, for the collection of any such delinquent charges.

(d) LINCOLN shall have installed at its own initiative and its entire expense the necessary water laterals from the water main enumerated in this agreement to individual mobile homes. All such work shall be performed under the supervision of the plumbing inspector of the CITY and shall be in accordance with applicable provisions of state and local rules and regulations for such installations. LINCOLN further agrees to accept responsibility for maintenance of service laterals beyond the curb box including responsibility for all damage resulting from freezing of laterals, meters, or exposed service and similar occurrences.

*See Supplemental Agreement dated Sept 29, 1978 Re. Stop Collaboration*

(7) The Director of Public Works of the CITY shall be the sole interpreter of this agreement and his decision with respect to such interpretation shall be final and not subject to contest or dispute.

(8) This agreement shall be binding on the heirs, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have hereonto set their hands and seals this 6<sup>th</sup> day of June, 1977.

IN THE PRESENCE OF:

LINCOLN MOBILE HOMES, INC.

Arthur Hammerik James A. Hammerik (SEAL)  
David L. Bartlett President (SEAL)

CITY OF WEST ALLIS

Barry E. Clark Jack F. Barlich (SEAL)  
Jack F. Barlich, Mayor  
Charles Whitaker Eldon M. Rinka (SEAL)  
Eldon M. Rinka, City Clerk

Approved as to form and execution this 13<sup>th</sup> day of June, 1977

[Signature]  
City Attorney

SUPPLEMENTAL AGREEMENT

I, Judith A. Genrich, President of Lincoln Mobile Homes, Inc. hereby agree to the following modifications of the formal contract entered into between the City of West Allis and Lincoln Mobile Homes, Inc. on June 6, 1977:

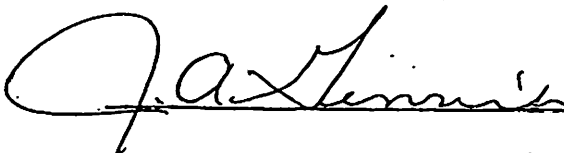
1. The City of West Allis will permit water lateral curb boxes to be relocated to any point within three feet of the water main and three feet from the meter pit at the discretion of the owner, such relocation to be reasonably consistent for all laterals.

In return for the above modification I hereby absolve the City of West Allis of responsibility for the maintenance of these laterals between the curb box and the main.

LINCOLN MOBILE HOMES, INC.

Date:

SEPT. 29, 1978



Witness:



## WATER MAIN MAINTENANCE AGREEMENT

This Agreement, made and entered into by and between Lincoln Park MHC, LLC, with principal offices located at 1905 North Second Drive No. 101, Stevens Point, Wisconsin, hereinafter "Lincoln Park", and the City of West Allis, a municipal corporation organized and existing under the laws of the State of Wisconsin, with principal offices located at 7525 West Greenfield Avenue, West Allis, Wisconsin, hereinafter "City".

WHEREAS, Lincoln Park owns and operates a mobile home park within the City of West Allis located at 10315 West Greenfield Avenue, West Allis, WI, known as Lincoln Park Manufactured Home Community; and,

WHEREAS, on June 6<sup>th</sup>, 1977, the City entered into a Water Main Installation Agreement, hereinafter "Installation Agreement" with Lincoln Mobile Homes, Inc., the previous owner of the mobile home park located at 10315 West Greenfield Avenue, West Allis, WI and now owned by Lincoln Park; and,

WHEREAS, paragraph eight (8) of said Installation Agreement states that the Agreement shall be binding on the heirs, successors and assigns of both parties; and,

WHEREAS, due to a miscommunication between the City and Lincoln Park, the City was not billing and Lincoln Park was not paying for uncollectible water and sewer accounts incurred by tenants of the mobile home park pursuant to the Installation Agreement resulting as of the date of this Agreement in an uncollectible water and sewer amount of \$4,697.35 comprised of seven (7) different tenants as evidenced in Exhibit "A", attached hereto; and,

WHEREAS, the City and Lincoln Park wish to enter into this Agreement as a means of clearing up any confusion with regard to the responsibility for future outstanding water and sewer charges incurred by tenants of Lincoln Park MHC, LLC located at 10315 West Greenfield Avenue, West Allis, WI, as well as the overall maintenance of the water main installation.

**NOW, THEREFORE,** based upon the above, the parties hereby agree to the following:

1. That Lincoln Park shall pay one-half (1/2) of the total amount outstanding reflected on Exhibit "A", specifically it shall pay \$2,348.68 to the City within ten (10) days of the date this agreement is signed by both parties. In the event said amount is timely paid by Lincoln Park, all remaining amounts owed as reflected on Exhibit "A" only shall be forgiven and written off by the City.

2. That Lincoln Park hereby acknowledges the Installation Agreement between the City and Lincoln Mobile Homes, Inc. dated June 6<sup>th</sup>, 1977, including the Supplemental Agreement thereto dated September 29, 1978, attached hereto as Exhibit "B" and agrees to be named the successor in interest in the place of Lincoln Mobile Homes, Inc. on said Installation Agreement and as such, Lincoln Park shall continue to abide by all terms and conditions of said Installation Agreement and Supplemental Agreement.

3. That this Agreement, once executed by the parties, shall be recorded by the City with the Milwaukee County Register of Deeds as against the property located at 10315 West Greenfield Avenue, West Allis, Wisconsin.

Dated: 11-8-07

LINCOLN PARK MHC, LLC

By: 

Its: VP + COO / MEMBER

Dated: Nov 28, 2007

CITY OF WEST ALLIS

By: Michael J. Putney

Its: DIRECTOR OF PUBLIC WORKS

By: \_\_\_\_\_

Its: \_\_\_\_\_

L/Jeff/Watermain Maint Agrmt



EXHIBIT "A"

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**Total= \$4,697.35**

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WITNESSETH:

WHEREAS, LINCOLN owns and operates a mobile home park within the City of West Allis at 10315 West Greenfield Avenue, known as Lincoln Mobile Homes, and

WHEREAS, LINCOLN desires to improve its aforesaid property by the installation of city water main for the purpose of serving each individual mobile home located thereon with direct service from the city main, and

WHEREAS, the CITY believes that to furnish an adequate supply of safe water to all mobile homes within the aforesaid park and to maintain municipal ownership and control of the aforesaid water main, and other appurtenances thereto, is necessary for the protection of the public health and welfare.

NOW, THEREFORE, in consideration of the payment of One (\$1.00) Dollar and other good and valuable considerations and in consideration of the mutual covenants herein contained, the parties agree:

(1) The CITY, subject to the terms and conditions of this agreement, shall prepare the plans and specifications for a water main system to serve the aforesaid mobile home park; thereafter, except as otherwise provided herein, the CITY shall advertise, take bids, and award contracts for and install the aforesaid water main, together with all necessary

appurtenances thereto, in accordance with its standard engineering and public works practices, and applicable statutes of the State of Wisconsin.

(2) LINCOLN agrees to provide a water utility easement to the CITY for the aforesaid water main installation. The easement shall give the CITY the right and authority to construct, reconstruct, repair, maintain and operate said water main, together with all necessary appurtenances thereto, in, under and through the aforesaid property of LINCOLN and shall be in such form and for those portions of property as the CITY may, in its sole judgment, require for the said water main installation.

(3) The total cost of the aforesaid water main installation shall be borne by LINCOLN. The total cost as used in this agreement will include, without limitation because of enumeration, all contract payments; material, labor and equipment furnished by the CITY, engineering, inspection and overhead; any and all adaptive and incidental work necessary to adjust installations to other installations, whether newly installed, or previously existing.

(4) LINCOLN agrees upon execution of this agreement to deposit with the CITY the sum of Eight Thousand (\$8,000.00) Dollars in cash, which is hereby determined to be the estimated cost for the preparation of plans and specifications for the aforesaid water main installation. Thereafter, upon written notification from the CITY, LINCOLN shall deliver to the CITY either a cash deposit equal to the estimated remaining total cost, or a letter of credit in such amount, in a form acceptable to the CITY, issued by a chartered state or national bank in Milwaukee County. The remaining estimated total cost shall be determined by the City Engineer prior to the award of contracts by the CITY for the said water main installation. No contract shall be awarded by the CITY, nor

installation of any of the said improvement commenced until LINCOLN has delivered to the CITY either the cash deposit or letter of credit for the remaining estimated total cost. Acceptance of bids shall be determined solely by the Common Council of the CITY. If the actual cost of the improvement exceeds any cash deposit or letter of credit, LINCOLN shall remit the said excess cost within ten (10) days after the mailing date of a demand for such excess cost. Any balance remaining on deposit shall be returned to LINCOLN.

(5) No liability shall accrue to the CITY for delay in preparation of plans, advertising for bids, award of contracts, or installation of improvement under the terms of this agreement or for any other delays related thereto. It is the general plan of the parties that the improvement will be constructed during the calendar year 1977.

(6) Special Provisions.

(a) CITY agrees to accept responsibility for maintenance of the water main under the same conditions and under the same policies as pertain to water main in any public street.

(b) CITY agrees to accept responsibility for reading of individual meters and routine maintenance of meters in accordance with standard practice for other meters throughout the city.

(c) Billing for water and sewer charges will be made by CITY to individual mobile home owners or tenants served, provided LINCOLN guarantees payment of any otherwise uncollectable water or sewer service charge accounts accrued in the mobil home park by any tenant. However, nothing herein contained shall be construed as affecting the CITY's right to proceed under the provisions of Section 66.069 and 66.076, Wisconsin Statutes, for the collection of any such delinquent charges.

(d) LINCOLN shall have installed at its own initiative and its entire expense the necessary water laterals from the water main enumerated in this agreement to individual mobile homes. All such work shall be performed under the supervision of the plumbing inspector of the CITY and shall be in accordance with applicable provisions of state and local rules and regulations for such installations. LINCOLN further agrees to accept responsibility for maintenance of service laterals beyond the curb box including responsibility for all damage resulting from freezing of laterals, meters, or exposed service and similar occurrences.

*See Supplemental Agreement dated Sept 29, 1978 P. stop publication*

(7) The Director of Public Works of the CITY shall be the sole interpreter of this agreement and his decision with respect to such interpretation shall be final and not subject to contest or dispute.

(8) This agreement shall be binding on the heirs, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6<sup>th</sup> day of June, 1977.

IN THE PRESENCE OF:

LINCOLN MOBILE HOMES, INC.

Arthur Hammik James A. Hammik (SEAL)  
David L. Bartelt President (SEAL)

CITY OF WEST ALLIS

Baruch E. Clark Jack F. Barlich (SEAL)  
Jack F. Barlich, Mayor  
Arday Whitaker Eldon M. Rinka (SEAL)  
Eldon M. Rinka, City Clerk

Approved as to form and execution this 13<sup>th</sup> day of June, 1977

[Signature]  
City Attorney



SUPPLEMENTAL AGREEMENT

I, Judith A. Genrich, President of Lincoln Mobile Homes, Inc. hereby agree to the following modifications of the formal contract entered into between the City of West Allis and Lincoln Mobile Homes, Inc. on June 6, 1977:

1. The City of West Allis will permit water lateral curb boxes to be relocated to any point within three feet of the water main and three feet from the meter pit at the discretion of the owner, such relocation to be reasonably consistent for all laterals.

In return for the above modification I hereby absolve the City of West Allis of responsibility for the maintenance of these laterals between the curb box and the main.

LINCOLN MOBILE HOMES, INC.

Date:

SEPT. 29, 1978

*J. A. Genrich*

Witness:

*Earl A. Pichler*



**CITY CLERK/TREASURER'S OFFICE**

414/302-8200 or 414/302-8207 (Fax)

[www.ci.west-allis.wi.us](http://www.ci.west-allis.wi.us)

**Paul M. Ziehler**

*City Admin. Officer, Clerk/Treasurer*

**Monica Schultz**

*Assistant City Clerk*

**Rosemary West**

*Treasurer's Office Supervisor*

**OFFICE OF CITY CLERK/TREASURER  
CITY OF WEST ALLIS, WISCONSIN**

**CERTIFICATION**

November 29, 2007

I hereby certify that the attached is a true and correct copy of Resolution No. R-2007-0280, Resolution to Enter into a Water Main Maintenance Agreement Between the City of West Allis and Lincoln Park MHC, LLC, passed at the regular meeting of the City of West Allis Common Council held on November 20, 2007.

Paul M. Ziehler

City Administrative Officer

Clerk/Treasurer