



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

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

Wednesday, July 10, 2024

7:00 PM

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

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Novak

D. PUBLIC HEARINGS

1. [2024-0470](#) Presentation of 2024 water rate study.

E. PUBLIC PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

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

G. MAYOR'S REPORT

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

H. ALDERPERSONS' REPORT

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

I. APPROVAL OF MINUTES

2. [2024-0434](#) June 11, 2024 Common Council Minutes.

Recommendation: Approve

3. [2024-0403](#) June 17, 2024 Common Council Minutes.

Recommendation: Approve

J. STANDING COMMITTEE REPORTS

ECONOMIC DEVELOPMENT COMMITTEE

4. [2024-0363](#) New Class B Tavern and Public Entertainment Licenses for Laughing Bear LLC, d/b/a Roll On In, 5630 W. Lincoln Ave. Agent: Kevin Dixon-Seidl. (ALC-24-20)

Recommendation: Grant

PUBLIC SAFETY COMMITTEE

5. [2024-0280](#) Summons and complaint against Flying Unicorn LLC d/b/a The Thirsty Cactus Saloon, 6108 W. Burnham St. Agent: Craig Silber.

Recommendation: 20 Day Suspension

6. [2024-0317](#) Summons and complaint against Mary Markes for the suspension or revocation of the Class D Operator License. (BART-511).

Recommendation: Withdrawn

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

7. [O-2024-0025](#) Ordinance to amend the Public Beautification Committee organization.

Recommendation: Pass

8. [O-2024-0030](#) Ordinance to amend salary schedule by reclassifying the Communications Assistant position and retitling certain public safety and general communications and marketing positions.

Recommendation: Pass

9. [R-2024-0334](#) Resolution accepting work of Visu-Sewer for sanitary and storm lining and grouting and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 17 for final payment in the amount of \$12,457.50.

Recommendation: Adopt

10. [R-2024-0336](#) Resolution to accept proposed national opioid settlement with Kroger.

Recommendation: Adopt

11. [R-2024-0337](#) Resolution amending the existing professional services contract with AECOM Technical Services, Inc. (ATS) to provide consulting services for WPDES permit compliance for field screening the City's outfalls in 2024 for an additional sum not to exceed \$20,500.

Recommendation: Adopt

12. [R-2024-0347](#) Resolution to amend an existing contract with KL Engineering, Inc. for Consulting Services related to the construction oversight of the street lighting conversion for an amount not to exceed \$160,000.

Recommendation: Adopt

13. [R-2024-0348](#) Resolution to approve bid of LaLonde Contractors, Inc. for Street Construction in S. 77th St. from W. Pierce St. to W. Walker St. and W. Pierce St. from S. 77th St. to S. 76th St. in the City of West Allis in the amount of \$925,515.81.

Recommendation: Adopt

14. [R-2024-0349](#) Resolution to accept the proposal of Furey Filter and Pump, Inc. for the required repairs to the existing Cascade Pump #4 at the Storm Water Pumping Station located at 2179 S. 111th Street for \$25,400.

Recommendation: Adopt

15. [R-2024-0360](#) Resolution approving the Community Development Block Grant Annual Action Plan for fiscal year 2024.

Recommendation: Adopt

16. [R-2024-0389](#) Resolution to approve a Certified Survey Map to split a portion of land located at 62** W. National Ave (Tax key No. 454-0073-001) and combine it with the property located at 6207 W. National Ave. (Tax Key No. 454-0072-000).

Recommendation: Adopt

17. [R-2024-0392](#) Resolution to approve a Certified Survey Map to split the existing parcel at 2580 S. Root River Pkwy. into two parcels. (Tax Key No. 483-9981-000).

Recommendation: Adopt

18. [R-2024-0358](#) Resolution to approve a two-year extension amendment for the disposal of solid waste by and between Waste Management and the City of West Allis.

Recommendation: Adopt

19. [R-2024-0396](#) Resolution to authorize the Department of Public Works to accept an allocation of 2024 recycling grant funding from the Department of Natural Resources.

Recommendation: Adopt

20. [2024-0486](#) Request from Perspective Brewing, holder of a brewer's permit, for approval of an unlimited transfer full-service retail outlet, limited to beer, at 6501 W. National Ave. on July 11, 13, 27; August 1, 3, 15, 17, 22, 24; September 5, 7, 12, 14; and October 5 and 19.

Recommendation: Approve

21. [2024-0390](#) Class A/B/C Alcohol License Renewal Applications.

*See attachment for the lists.

Recommendation: Grant

22. [2024-0391](#) Class A/B/C Alcohol License Renewal Applications with changes.

*See attachment for the lists.

Recommendation: Grant

23. [2024-0421](#) Temporary Extension of a Class B License and Public Entertainment Permit request for Studz Pub, hosting a one-day event on August 17, 2024 from 11 a.m. – 8 p.m., to be held at 6833 W. National Ave. Applicant: Dean Ratas

Recommendation: Grant

24. [2024-0435](#) Temporary Extension of a Class B License and Public Entertainment Permit request for Studz Pub, hosting a one-day event on September 8, 2024 from 12 p.m. - 10 p.m., to be held at 6833 W. National Ave. Applicant: Dean Ratas

Recommendation: Grant

25. [2024-0400](#) Claim by Rebecca Swanson for alleged property damage at 6944 W. Beloit Rd., on April 25th, 2024.

Recommendation: Refer to City Attorney

26. [2024-0409](#) Claim by Leroy Taylor for towing invoice at 1911 S. 69th St., on June 14th, 2024.

Recommendation: Refer to City Attorney

27. [2024-0428](#) Claim by Thomas Bucholtz for alleged property damage at 10923 W. Lincoln Ave., on January 29th, 2024.
Recommendation: Refer to City Attorney
28. [2024-0429](#) Claim by Jasmine Santiago for alleged property damage at 8405 W. National Ave., on June 7th, 2024.
Recommendation: Refer to City Attorney
29. [2024-0458](#) Claim by Glenn Czerwinski for alleged property damage at 1033 S. 89th St., on May 30, 2024.
Recommendation: Refer to City Attorney
30. [2024-0468](#) Claim by Alex Morales for alleged property damage at 1959 S. 77th St., on May 30, 2024.
Recommendation: Refer to City Attorney
31. [2024-0466](#) Appointment by Mayor Devine of Angela Collings to the Library Board as the Public School District Representative for a 3-year term to expire July 10, 2027.
Recommendation: Approve
32. [2024-0422](#) Appointment by Mayor Devine of Tricia Hallett to the Board of Appeals for a 3-year term to expire July 10, 2027.
Recommendation: Approve
33. [2024-0459](#) Appointment by Mayor Devine of Ald. Marty Weigel and Bridget Condon to the Economic Development Loan Task Force.
Recommendation: Approve
34. [2024-0472](#) Appointment by Mayor Devine of Ald. Marty Weigel to the Community Development Block Grant Committee for a 2-year term to expire July 10, 2026.
Recommendation: Approve
35. [2024-0315](#) Summons and Complaint in the matter of City of West Allis v. Seagrave Fire Apparatus, LLC regarding breach of contract, Case No. 2023-CV-9079.
Recommendation: Approve City Attorney's Recommended Settlement
36. [2024-0443](#) Finance Director/Comptroller submitting report for June 2024 indicating City of West Allis checks issued in the amount of \$2,697,909.04.
Recommendation: Place on File

L. COMMON COUNCIL RECESS

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

37. [R-2024-0300](#) Resolution to approve contract with Aptegy for providing Mobile App and Web Design Services for a total sum of \$38,933.00.

Recommendation: Adopt

38. [R-2024-0364](#) Resolution creating Tax Incremental District No. 20, approving its Project Plan and establishing its boundaries City of West Allis, Wisconsin.

Recommendation: Adopt

39. [R-2024-0399](#) Resolution to authorize the Fire Department to apply for funding under the Bureau of Justice Comprehensive Opioid, Stimulant, Substance Use Program (COSSUP) grant.

Recommendation: Adopt

40. [R-2024-0402](#) Resolution to update City debt management policy.

Recommendation: Adopt

41. [R-2024-0403](#) Resolution providing for the sale of approximately \$26,850,000 general obligation promissory notes, Series 2024A.

Recommendation: Adopt

42. [2024-0471](#) Discussion regarding Common Council Rules of Procedure.

Recommendation: Discussion Purposes Only

43. [2024-0433](#) Communication regarding "It's Your City" print newsletter.

Recommendation: Place on File

44. [2023-0396](#) Claim by Amir Al-Majid for personal injury and vehicle damage on April 7, 2023 at the intersection of N. 35th St. and Highland Ave. in Milwaukee.

Recommendation: Refer to City Attorney

45. [2024-0067](#) Claim by Amir Al-Majid for alleged property damage and personal injuries at N. 35th St. and W. Highland Blvd., on April 7, 2023.

Recommendation: Refer to City Attorney

For agenda item(s) #44-45, the Administration Committee may convene in closed session pursuant to the provisions of Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Administration Committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

PUBLIC WORKS COMMITTEE

46. [O-2024-0027](#) Ordinance to amend Police Department regulations and consolidate laws on vehicle towing.

Recommendation: Pass

47. [O-2024-0022](#) Ordinance to amend regulations related to electric scooter operation and allow limited short-term commercial rental.
Recommendation: Pass
48. [R-2024-0395](#) Resolution authorizing the Director of Public Works to enter into a Pilot agreement between the City of West Allis and Lime for short-term commercial rental of scooters.
Recommendation: Adopt
49. [R-2024-0346](#) Resolution authorizing staff to petition the Public Service Commission for a water rate increase.
Recommendation: Adopt

ECONOMIC DEVELOPMENT COMMITTEE

50. [O-2024-0024](#) Ordinance to incorporate full-service retail outlets into alcohol licensing laws.
Recommendation: Pass
51. [R-2024-0357](#) Resolution to create fee schedule for services related to full-service retail outlets.
Recommendation: Adopt
52. [R-2024-0361](#) Resolution to approve a Purchase and Sale and Development Agreement between JJH3Group, LLC, and the City of West Allis and Community Development Authority of the City of West Allis for the multifamily and mixed-use development for the property located along W. Greenfield Ave. between S. 64th and S. 65th St.
Recommendation: Adopt
53. [R-2024-0368](#) Resolution to approve a Development Agreement between Land by Label, LLC, Community Development Authority of the City of West Allis and the City of West Allis for the multifamily development for the property located on the 4.54 acre parcel on the southeast corner of S. 70th St. and W. Washington St., 11** S. 70th St., Tax Key No. 439-9006-000.
Recommendation: Adopt
54. [R-2024-0371](#) Resolution permitting certain expenditures up to \$3,750,000 to be made with a one-half mile radius of Tax Incremental District No. 7 (Whitnall Summit TIF) of the City of West Allis.
Recommendation: Adopt
55. [R-2024-0374](#) Resolution to approve Fifth 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

56. [R-2024-0377](#) Resolution approving up to a \$2,000,000 Brownfield Revolving Loan Fund Grant to LxL Allis Yards, LLC, for the property located on the 4.54 acre parcel on the southeast corner of S. 70th St. and W. Washington St., 11** S. 70th St., Tax Key No. 439-9006-000. (Former Allis Chalmers Tractor Plant)
- Recommendation:** Adopt
57. [R-2024-0380](#) Resolution authorizing the submittal of a Wisconsin Ready for Reuse loan application to the Wisconsin Department of Natural Resources for the Allis Yards Residential Redevelopment for the property located on the 4.54 acre parcel on the southeast corner of S. 70th St. and W. Washington St., 11** S. 70th St., Tax Key No. 439-9006-000. (Former Allis Chalmers Tractor Plant) in the City of West Allis, by the City of West Allis, and the subsequent appropriation of City of West Allis funds to help secure the Wisconsin Ready for Reuse Loan.
- Recommendation:** Adopt
58. [R-2024-0383](#) Resolution approving the terms & conditions for an Economic Development Loan to K&K Barista LLC, under the National Avenue Commercial Corridor InStore Forgivable Loan Program in an amount up to \$15,000.
- Recommendation:** Adopt
59. [R-2024-0386](#) Resolution approving a Stormwater Indemnification Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis and Mark Higgins for the property located at 6620 W. Mitchell St. and SoNa Parcel 1 within the Six Points Farmers Market Redevelopment Area.
- Recommendation:** Adopt
60. [2024-0365](#) New Class B Tavern License for Shana Ewan LLC, d/b/a The Chi Lounge and Grill, 8307 W. Becher St. Agent: Shana Ewan. (ALC-24-16)
61. [2024-0437](#) New Class B Tavern and Public Entertainment Licenses for West Allis DDF LLC, d/b/a Jimmy B's, 7216 W. Lincoln Ave. Agent: Sally Sebern. (ALC-24-25)
62. [2024-0442](#) Application for Full-Service Retail Sales for Great Lakes Distillery LLC, DBA "Great Lakes Distillery" at 5835 W. National Ave. Agent: Guy Rehorst

PUBLIC SAFETY COMMITTEE

63. [2024-0279](#) Renewal Operator's License (Bartender/Class D Operator) application for Andrew Shroble. (2nd Appearance) (BART-245)
64. [2024-0362](#) Renewal Operator's License (Bartender/Class D Operator) application for Chris Schutte. (BART-131)
65. [2024-0361](#) Renewal Operator's License (Bartender/Class D Operator) application for Danielle Nichols. (BART-1164)

66. [2024-0439](#) New Operator's License (Bartender/Class D Operator) application for Derek Sullivan. (BART-1186)
67. [2024-0473](#) Renewal Operator's License (Bartender/Class D Operator) application for Alyris Rios Martinez. (1st Appearance) (BART-545)
68. [2024-0438](#) Transient Merchant License Application for Elizabeth Flores representing Flautas Y Chilaquiles Los Villa LLC. (TMDS-24-18)

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, WI

2024 Water Rate Study

Phase 2: PSC CRC App & LRCFA

July 10, 2024 City Council Meeting

Why are we here?

- Analyze the impact of planned capital projects on the water utility & PSC rate performance
- Ehlers to identify fiscal sustainability
- Our process:
 - ✓ Historical Rate Performance
 - ✓ Future Projections:
 - O&M, Depreciation, PILOT
 - Funding Projects: Debt vs. Cash
 - Rate Impact

PSC Windows of Opportunity to Adjust Rates

Simplified Rate Case ("SRC")

- Once a year and only if eligible
- Eligibility based on time and finances
 - Time: Once a year and w/in 5 years since last CRC
 - Finances: if PSC report indicates that year's SRC rate would not take utility over benchmark ROR

Conventional Rate Case ("CRC")

- Eligible whenever
- PSC will generally want their math

Water: Historical Rate Implementation

- Rates were last adjusted in
 - ✓ November 1, 2020 through a CRC
 - ✓ July 1, 2023 through a PWAC
- Eligibility for SRC
 - ✓ Timing: until November 1, 2025
 - ✓ Financial: not currently eligible from 2023 PSC Annual Report

Water: Historical Rate Performance

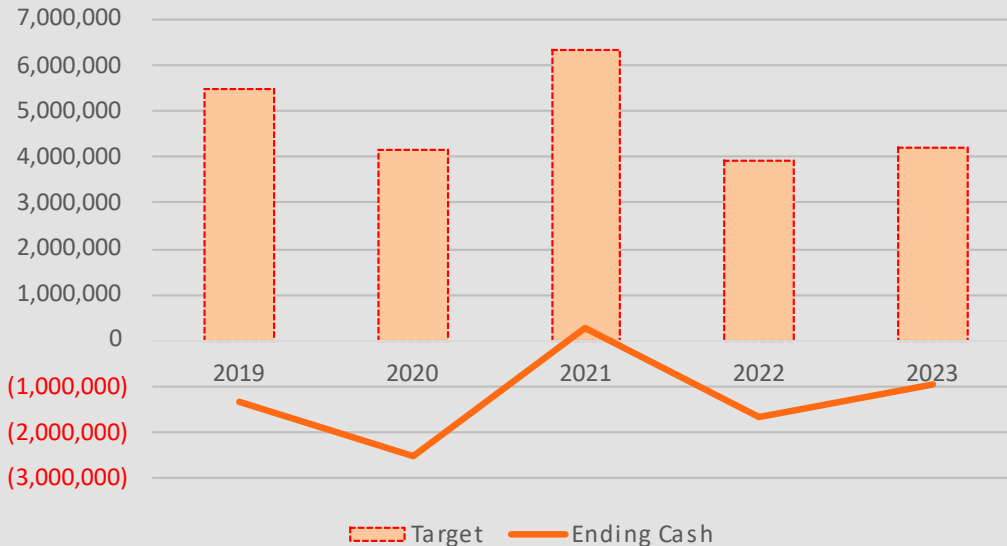
Shown with no increase						
Revenue Requirement						Budget
Component	Description	2020	2021	2022	2023	2024
Cash Basis						
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341
2	Debt	\$2,762,516	\$1,645,156	\$3,774,069	\$1,426,029	\$1,300,254
3	Cash Funded Capital	\$1,105,006	\$658,062	\$1,803,941	\$3,804,339	\$520,102
	Less:					
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000
	Interest Income	\$0	\$0	\$15,421	\$0	\$0
	Revenue Requirement (Costs less Other Income)	\$10,908,023	\$8,949,776	\$12,386,132	\$11,317,948	\$9,022,696
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000
	Rate Adequacy	(\$2,576,385)	(\$516,472)	(\$3,636,906)	(\$2,994,491)	(\$218,696)
	Rate Adjustment Needed	30.92%	6.12%	41.57%	35.98%	2.48%
Utility Basis (PSC)						
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341
2	Depreciation	\$836,222	\$749,823	\$735,000	\$740,722	\$803,888
	NIRB	\$26,152,762	\$26,296,442	\$26,033,795	\$26,860,747	\$27,413,503
	PSC Benchmark ROI %	5.70%	4.90%	4.90%	6.50%	6.30%
3	PSC Calculated ROI	\$1,490,707	\$1,288,526	\$1,275,656	\$1,745,949	\$1,727,051
	Less:					
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000
	Revenue Requirement (Costs less Other Income)	\$9,367,430	\$8,684,907	\$8,834,199	\$8,574,251	\$9,733,280
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000
	Rate Adequacy	(\$1,035,792)	(\$251,603)	(\$84,973)	(\$250,794)	(\$929,280)
	Rate Adjustment Needed	12.43%	2.98%	0.97%	3.01%	10.56%

Can't afford new debt

PSC Math has a compounding affect on water rates

Water: Historical Financial Indicators

Reserves- Actual vs. Target



- Cash is the paramount resource utilities have to meet expenses, cope with emergencies, and navigate business interruptions
- Tied with Debt Coverage for Moody's weighted avg. importance to utility credit rating
- Target reserves to fund deficits and capital (4mos)

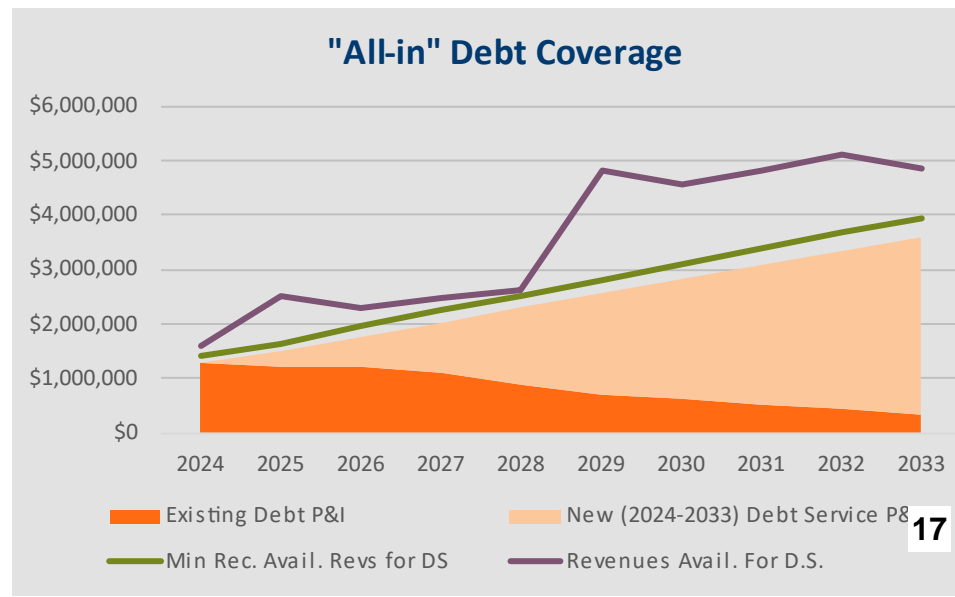
Water rate options

- Simplified: not eligible
- Conventional
 - ✓ Even in a scenario with declining ROR, the adjustment needed increases

	2024	2025	2026
<u>Rate of Return</u>			
Average Utility Plant in Service	41,361,719	47,980,192	55,208,492
Plus: Materials and Supplies	150,209	150,209	150,209
Less: Avg. Utility Plant Accum. Depreciation	14,098,425	14,555,277	15,097,359
Less: Regulatory Liability	0	0	0
Average Net Investment Rate Base (NIRB)	27,413,503	33,575,124	40,261,342
Net Operating Income	797,771	246,709	(315,915)
ROR	2.91%	0.73%	-0.78%
PSC Projected Benchmark	6.30%	6.00%	5.00%
Rate Adj. to benchmark	10.56%	20.1%	26.5%

Water: Future Projection (Tables 6-11)

- Utility investing in 62M of added capital 2024-2032
- With no cash CIP will have to be funded by debt or outside sources
- Ehlers structured a 10-year debt model with structured debt service increasing 250k per year for stabilized rate adjustments that match PSC rate making practices



Water Rate Application Results

Revenue Requirement		Shown with no increase				Budget	Test Year
Component	Description	2020	2021	2022	2023	2024	2024
Utility Basis (PSC)							
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341	\$7,289,878
2	Depreciation	\$836,222	\$749,823	\$735,000	\$740,722	\$803,888	\$803,888
	NIRB	\$26,152,762	\$26,296,442	\$26,033,795	\$26,860,747	\$27,413,503	\$27,413,503
	PSC Benchmark ROI %	5.70%	4.90%	4.90%	6.50%	6.30%	6.30%
3	PSC Calculated ROI	\$1,490,707	\$1,288,526	\$1,275,656	\$1,745,949	\$1,727,051	\$1,727,051
	Less:						
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000	\$353,000
	Revenue Requirement (Costs less Other Income)	\$9,367,430	\$8,684,907	\$8,834,199	\$8,574,251	\$9,733,280	\$9,467,817
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000	\$8,361,309
	Rate Adequacy	(\$1,035,792)	(\$251,603)	(\$84,973)	(\$250,794)	(\$929,280)	(\$1,106,508)
	Rate Adjustment Needed	12.43%	2.98%	0.97%	3.01%	10.56%	13.34%

Water Rate Comparison: By County (3); Class (AB/C)

Utility Name	County	Utility Class	Min Qtrly Bill (5/8 mete	6000 G	12000 G	15000 G	Effective Da
City of Waukesha Water Utility	Waukesha	AB	\$ 48.00	\$ 89.40	\$ 130.80	\$ 151.50	10/1/2023
Union Grove Municipal Water Utility	Racine	C	\$ 33.00	\$ 75.54	\$ 118.08	\$ 139.35	4/1/2024
Glendale Water Utility	Milwaukee	AB	\$ 30.00	\$ 68.52	\$ 107.04	\$ 126.30	6/20/2023
Wauwatosa Water Utility	Milwaukee	AB	\$ 20.00	\$ 61.60	\$ 103.20	\$ 124.00	8/7/2023
South Milwaukee Water Utility	Milwaukee	AB	\$ 34.91	\$ 68.83	\$ 102.75	\$ 119.71	2/1/2024
Village of Fox Point Water Utility	Milwaukee	C	\$ 24.36	\$ 60.44	\$ 96.52	\$ 114.56	8/1/2021
Mequon Municipal Water Utility	Milwaukee	AB	\$ 31.32	\$ 63.06	\$ 94.80	\$ 110.67	12/18/2023
Village of Sussex Water Public Utility	Waukesha	C	\$ 39.00	\$ 66.30	\$ 93.60	\$ 107.25	12/26/2019
Mukwonago Municipal Water Utility	Waukesha	C	\$ 33.95	\$ 63.65	\$ 93.35	\$ 108.20	1/6/2022
City of Pewaukee Water Utility	Waukesha	C	\$ 30.00	\$ 58.50	\$ 87.00	\$ 101.25	3/1/2024
New Berlin Water Utility	Waukesha	AB	\$ 21.00	\$ 53.70	\$ 86.40	\$ 102.75	4/1/2024
Franklin Municipal Water Utility	Milwaukee	AB	\$ 25.22	\$ 55.46	\$ 86.10	\$ 101.82	6/23/2016
Shorewood Municipal Water Utility	Milwaukee	C	\$ 30.00	\$ 57.04	\$ 84.08	\$ 97.60	1/6/2023
Village of Caledonia Water Utility	Racine	AB	\$ 22.09	\$ 51.05	\$ 80.01	\$ 94.49	3/15/2021
Village of Greendale Water Utility	Milwaukee	AB	\$ 21.02	\$ 49.46	\$ 77.90	\$ 92.12	9/30/2023
City of Oconomowoc Utilities	Waukesha	AB	\$ 27.00	\$ 52.20	\$ 77.40	\$ 90.00	9/1/2021
Burlington Municipal Waterworks	Racine	C	\$ 31.10	\$ 53.10	\$ 75.10	\$ 86.10	9/14/2023
Milwaukee Water Works	Milwaukee	AB	\$ 25.75	\$ 50.39	\$ 75.03	\$ 87.35	4/1/2023
Hartland Municipal Water Utility	Waukesha	C	\$ 28.70	\$ 51.14	\$ 73.58	\$ 84.80	12/16/2023
West Allis Municipal Water Utility (TY24 CRC)	Milwaukee	AB	\$ 23.81	\$ 48.02	\$ 72.23	\$ 84.34	TBD
Racine Water Works Commission	Racine	AB	\$ 22.30	\$ 47.18	\$ 72.06	\$ 84.50	10/26/2020
City of Muskego Water Public Utility	Waukesha	C	\$ 27.82	\$ 49.36	\$ 70.90	\$ 81.67	1/1/2021
Village of Pewaukee Water Utility	Waukesha	C	\$ 24.00	\$ 46.38	\$ 68.76	\$ 79.95	3/1/2022
Brookfield Municipal Water Utility	Waukesha	AB	\$ 20.31	\$ 44.01	\$ 68.73	\$ 82.11	12/1/2023
Oak Creek Water and Sewer Utility	Milwaukee	AB	\$ 27.58	\$ 47.92	\$ 68.26	\$ 78.43	11/15/2017
Village of Waterford Water and Sewer Utility	Racine	C	\$ 23.97	\$ 45.75	\$ 67.53	\$ 78.42	6/20/2019
Village of Whitefish Bay Water Utility	Milwaukee	AB	\$ 27.00	\$ 46.60	\$ 66.20	\$ 76.00	12/1/2020
West Allis Municipal Water Utility (Current)	Milwaukee	AB	\$ 21.01	\$ 42.37	\$ 63.73	\$ 74.41	7/1/2023
Village of Menomonee Falls Water Utility	Waukesha	AB	\$ 11.52	\$ 37.38	\$ 63.24	\$ 76.17	1/1/2017
Brown Deer Water Public Utility	Milwaukee	C	\$ 23.71	\$ 42.43	\$ 61.15	\$ 70.51	12/1/2023
Milwaukee Water Works	Milwaukee	AB	\$ 20.60	\$ 40.28	\$ 59.96	\$ 69.80	4/1/2023
City of Cudahy Water Utility	Milwaukee	AB	\$ 19.65	\$ 37.65	\$ 55.65	\$ 64.65	2/1/2022
Milwaukee Water Works	Milwaukee	AB	\$ 25.75	\$ 39.43	\$ 53.11	\$ 59.95	4/1/2023
Brookfield Tn Of Sanitary Dist No 4	Waukesha	C	\$ 30.30	\$ 40.98	\$ 51.66	\$ 57.00	9/21/2023

Impact on Avg. Residential Bill

Year	Water					Utility Bill (Annual)	Change Over Prior Year	% of MHI (72,458)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year				
		<u>Tiered</u>	<u>Serv. + PFP</u>						
2023		2.67	36.28	\$ 77.83		\$ 311.30		0.43%	2023
2024	0.00%	2.67	36.28	\$ 77.83	\$ -	\$ 311.30	\$ -	0.43%	2024
2025	13.34%	3.03	41.12	\$ 88.21	\$ 10.38	\$ 352.83	\$ 41.53	0.49%	2025
2026	0.00%	3.03	41.12	\$ 88.21	\$ -	\$ 352.83	\$ -	0.49%	2026
2027	4.00%	3.15	42.76	\$ 91.73	\$ 3.53	\$ 366.94	\$ 14.11	0.51%	2027
2028	4.00%	3.27	44.47	\$ 95.40	\$ 3.67	\$ 381.62	\$ 14.68	0.53%	2028
2029	22.62%	4.01	54.54	\$ 116.99	\$ 21.58	\$ 467.95	\$ 86.34	0.65%	2029
2030	0.00%	4.01	54.54	\$ 116.99	\$ -	\$ 467.95	\$ -	0.65%	2030
2031	4.00%	4.17	56.72	\$ 121.67	\$ 4.68	\$ 486.67	\$ 18.72	0.67%	2031
2032	4.00%	4.34	58.99	\$ 126.53	\$ 4.87	\$ 506.14	\$ 19.47	0.70%	2032
2033	0.00%	4.34	58.99	\$ 126.53	\$ -	\$ 506.14	\$ -	0.70%	2033
Total Change over planning period					\$ 48.71	\$ 194.84			

Notes:

1. Current water volumetric rate is \$2.67 per 100 cubic feet for the first 10,000 cubic feet.
2. The water user charges include a quarterly service charge of \$21.01 plus a public fire protection charge of \$15.27 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$21.50 for the first 0-10 CCF and \$2.15 per CCF for anything over 10 CCF for 5/8 inch meter.
4. The usage is assumed to be 1,556 CF per quarter.

Recommendations

- Current Cash Position will require debt for near term capital
- File Full Rate case for Test Year 2024 @ Full ROR to
 - ✓ Build cash to healthy position over time
 - ✓ Avoid further debt pressures
 - ✓ Pay existing and proposed obligations
- Waiting will cause further pressure w/o significant new users



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July 10, 2024

2024 WATER RATE STUDY:

City of West Allis, WI

Phase 2: Conventional Rate Case Application Filing & Long-Range Cash Flow Analysis



Prepared by:

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Advisors:

Brian Roemer
Senior Municipal Advisor
Peter Curtin
Fiscal Consultant

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2024 Water Rate Study: Phase 2

Section 1 — Historical Analysis

City of West Allis, WI

Table 1

Water Rate Performance

City of West Allis, WI

Revenue Requirement		Shown with no increase				Budget	Test Year
Component	Description	2020	2021	2022	2023	2024	2024
Cash Basis							
	Water and Sewer	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Debt	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Gasoline and other	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Less:						
	Rate Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Interest Income	100	100	100	100	100	100
	Revenue Requirement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Costs less Rate Income						
	Use Rates Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Rate Adequacy	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Rate Adjustment Needed	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Utility Basis (PSC)							
	Water and Sewer	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Debt	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	NIR	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	State Rate	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Less:						
	Rate Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Revenue Requirement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Costs less Rate Income						
	Use Rates Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Rate Adequacy	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	Rate Adjustment Needed	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Notes:

Incomes are shown net of taxes at annualized rate

Table 3
Water Utility Cash Flow Analysis - Historical 2019-2023

City of West Allis, WI

	Actual				Estimated
	2019	2020	2021	2022	2023
Revenues					
Total Revenues to Use Rates					
Percent Increase to User Rates		3.89%			0.66%
Total Water Revenues					
Total Revenues					
Less: Expenses					
Capital and Maintenance					
Utility Payment					
Net Debt Service and Capital Expenses					
Estimated Debt					
Transfer In to Transportation					
Less Capital Projects					
Debt Proceeds Grants					
Recon to Asset					
Net Annual Cash Flow	\$935,864	(\$1,151,290)	\$2,773,838	(\$1,934,106)	\$809,848
Restate and Unrestate as Balance					
Balance at End of Year					
Net Annual as of Addition Station					
Balance at End of Year					

Notes:

City of West Allis, WI

Cost Recovery					
Relation References					
Relation Expenses in Debit Authorization					
Relation Expenses to Debit Authorization					
Cost Recovery in Debit					
Cost Recovery to Debit					
Target					

Notes:

This operating ratio indicates the operating expenses of the utility relative to the operating revenue and the depreciation expense on the plant and equipment in the year.

A ratio less than 1.0 indicates that the utility's operating expenses are less than the operating revenue.

Leverage

Total Debt	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Total Net Assets	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Debt to Equity Ratio	1.00	1.00	1.00	1.00	1.00	1.00

Notes:

This ratio measures the extent to which the utility's assets are financed by debt. A ratio greater than 1.0 indicates that the utility has more long-term debt than equity in the system's assets. There are no national standards for this ratio and the utility's ratio should be compared to the ratio of other utilities in the industry.

In general, the higher the ratio, the more likely the utility will be considered to be over-leveraged and the more likely it will be to obtain additional loans. The ratio Net Assets is equal to the Net Investment Rate base of the utility.

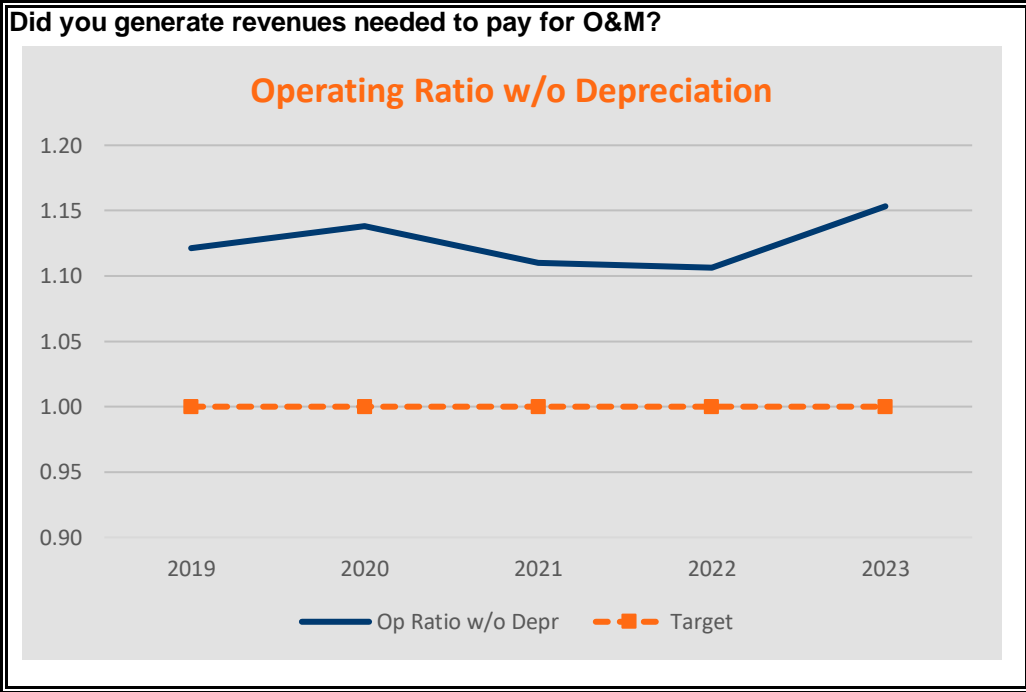
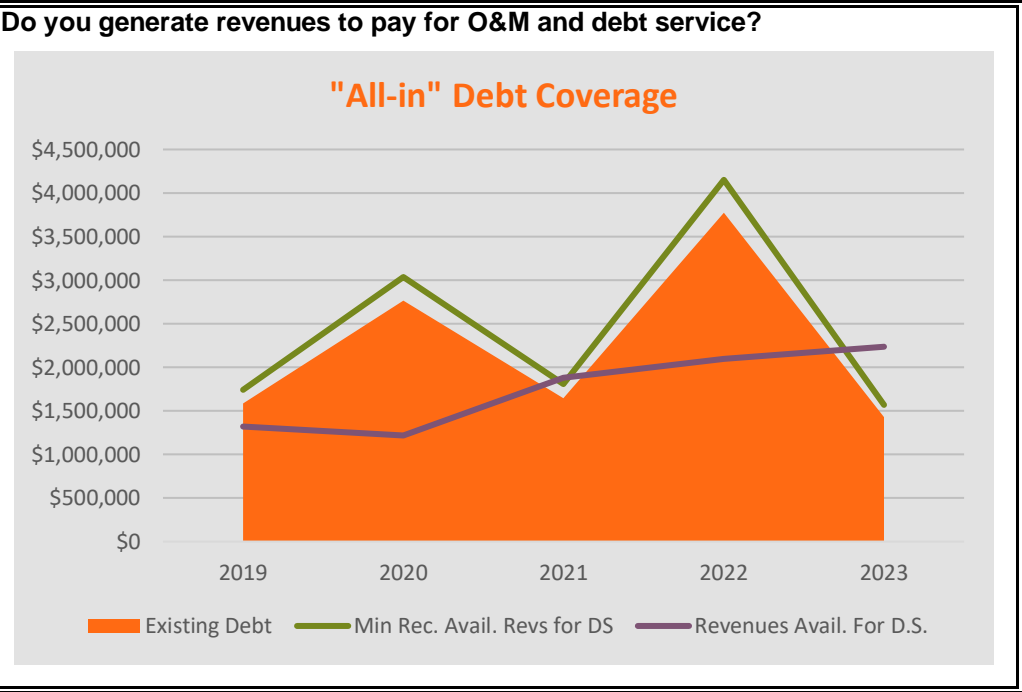
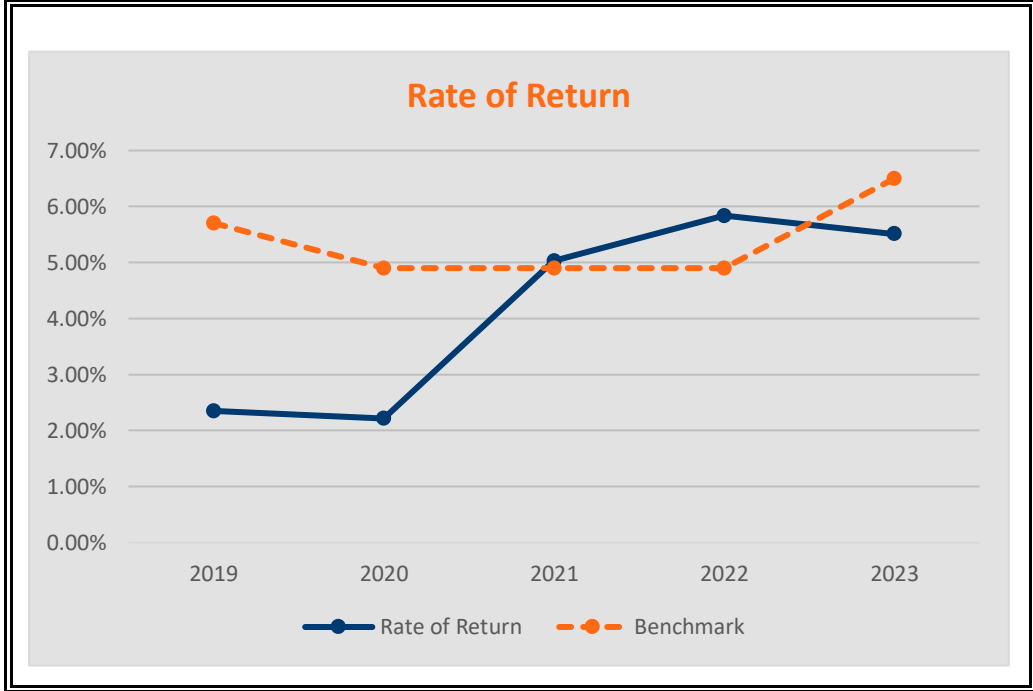
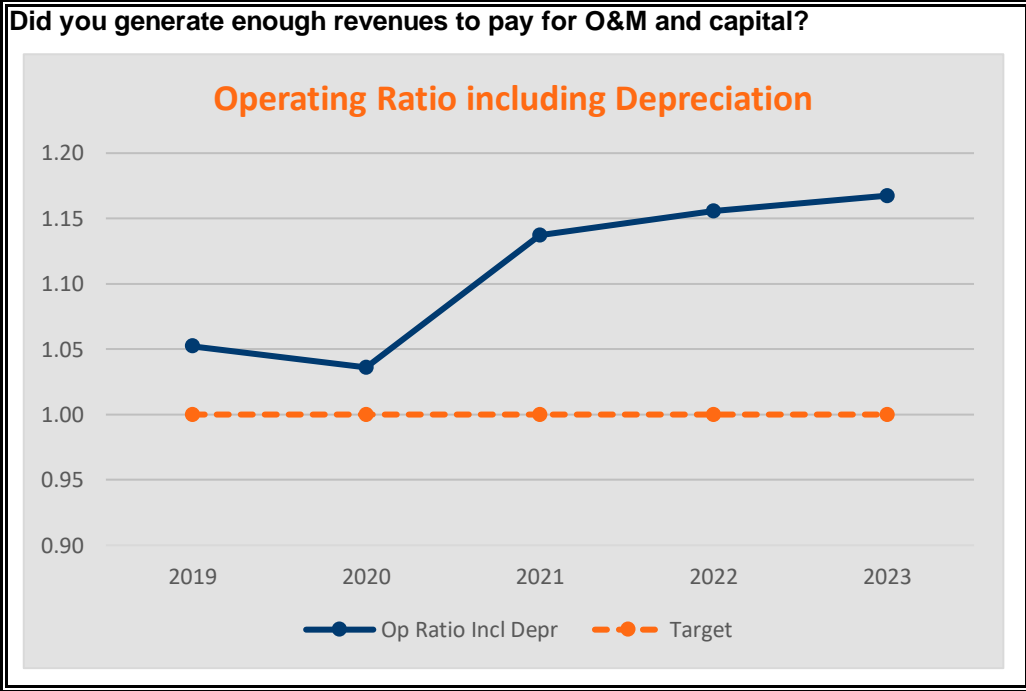
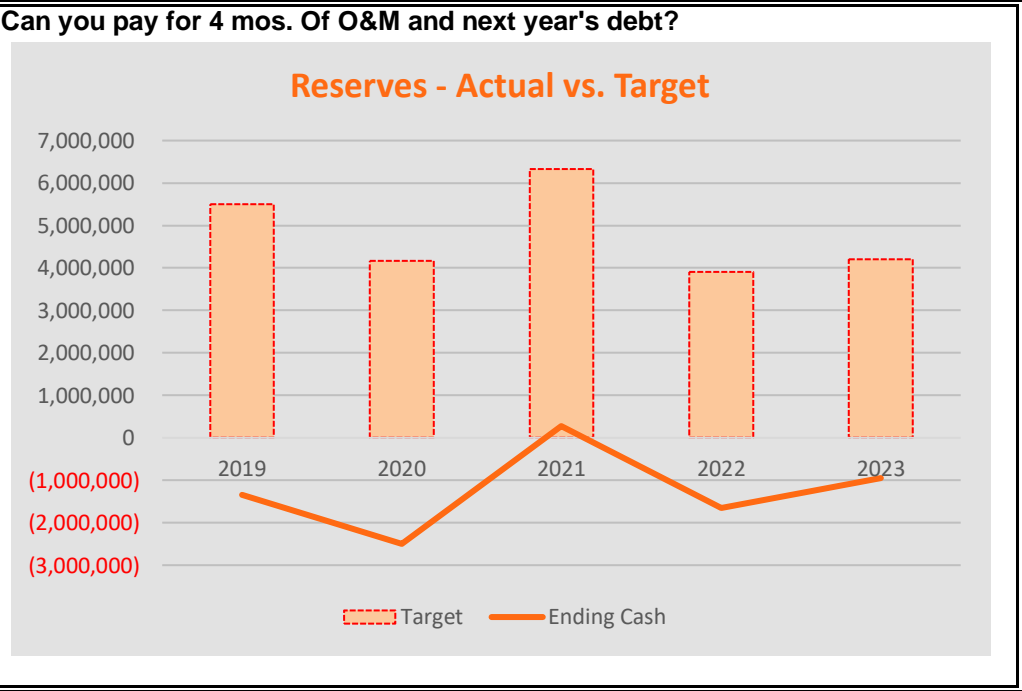
Condition of Assets:

Asset Depreciation Expense	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Total Net Assets	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Asset Depreciation	1.00	1.00	1.00	1.00	1.00	1.00

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 1.0, the assets are more likely to be replaced and the need for replacement increases. The average of this indicator is usually on the average of the replacement schedule and the utility's key assets. This indicator is used to help the utility's management as a result.

Table 5 Water Utility Financial Health Charts City of West Allis, WI





2024 Water Rate Study: Phase 2

Section 2 — Long-Range Cash Flow Analysis

City of West Allis, WI

City of West Allis, WI

Notes:

Table 7
Capital Improvements Financing Plan
City of West Allis, WI

	2024		2025		2026		2027		2028		2029		2030		2031		2032	
	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion
CIP Projects ¹	2024 Water Projects		2025 Water Projects		2026 Water Projects		2027 Water Projects		2028 Water Projects		2029 Water Projects		2030 Water Projects		2031 Water Projects		2032 Water Projects	
Sewer	-		-		-		-		-		-		-		-		-	
Water	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
Storm	-		-		-		-		-		-		-		-		-	
Subtotal Project Costs	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
CIP Projects ¹	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
Less Other Available Revenues																		
Cash Available	-	0	-	0	-	0	(460,000)	(460,000)	(890,000)	(890,000)	(780,000)	(780,000)	(400,000)	(400,000)	-		-	
Net Borrowing Requirement	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,386,000	5,386,000	7,011,230	7,011,230	6,198,153	6,198,153	6,675,968	6,675,968	7,183,565	7,183,565	7,301,922	7,301,922
Estimated Issuance Expenses	149,588	149,588	191,650	191,650	156,900	156,900	146,975	146,975	173,013	173,013	160,525	160,525	167,025	167,025	173,763	173,763	175,563	175,563
TOTAL TO BE FINANCED	5,795,488	5,795,488	8,541,850	8,541,850	6,263,300	6,263,300	5,532,975	5,532,975	7,184,243	7,184,243	6,358,678	6,358,678	6,842,993	6,842,993	7,357,328	7,357,328	7,477,484	7,477,484
Estimated Interest Earnings	3.00%	(42,344)	3.00%	(62,627)	3.00%	(45,798)	3.00%	(43,845)	3.00%	(59,259)	3.00%	(52,336)	3.00%	(53,070)	3.00%	(53,877)	3.00%	(54,764)
Assumed spend down (months)	3.00	(42,344)	3.00	(62,627)	3.00	(45,798)	3.00	(43,845)	3.00	(59,259)	3.00	(52,336)	3.00	(53,070)	3.00	(53,877)	3.00	(54,764)
Rounding		1,857		777		2,498		870		17		3,658		76		1,549		2,280
NET BOND SIZE	5,755,000	5,755,000	8,480,000	8,480,000	6,220,000	6,220,000	5,490,000	5,490,000	7,125,000	7,125,000	6,310,000	6,310,000	6,790,000	6,790,000	7,305,000	7,305,000	7,425,000	7,425,000

Notes:
1) Source of Project Totals

City of West Allis, WI

<u>Notes:</u>	<u>Legend:</u>	<u>Legend:</u>
1) Rate assumes NR sale + .25	Maturities subject to optional redemption (callable)	Maturities subject to optional redemption (callable)
2) Rate assumes NR sale + .35		

Table 9
Water Utility Cash Flow Analysis - Projected 2024-2033

City of West Allis, WI

	Budget 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues										
Total Revenues (to Use) Rates										
Percent Increase to User Rates	0.00%	13.34%	0.00%	4.00%	4.00%	22.62%	0.00%	4.00%	4.00%	0.00%
Cumulative Percent Rate Increase	0.00%	13.34%	13.34%	17.87%	22.59%	50.32%	50.32%	56.33%	62.59%	62.59%
Dollar Amount Increase to Revenues		\$1,174,411	\$0	\$399,136	\$415,102	\$2,441,685	\$0	\$529,373	\$550,548	\$0
Other Revenues										
Interest Income										
Other Income										
Total Other Revenues										
Total Revenues										
Less: Expenses										
Operation and Maintenance										
Other Operating										
Net Before Debt Service and Capital Expenditures										
Debt Service										
Estimated Debt										
Net Estimated Debt Service										
Total Debt Service										
Transfer In										
Less Capital Expenditures										
Debt Proceeds										
Net Annual Cash Flow	\$260,918	\$952,010	\$476,009	(\$80,981)	(\$640,197)	\$1,419,107	\$1,284,635	\$1,693,127	\$1,719,007	\$1,245,154
Reserve and Unrestricted Cash Balance										
Balance at start of year										
Net Annual Cash Flow										
Balance at end of year										
Annual Debt Proceeds										
Debt Unrestricted Cash Proceeds										

Notes:
Assumes no changes in stock ownership beyond Test Year
Assumes annual inflation beyond test year

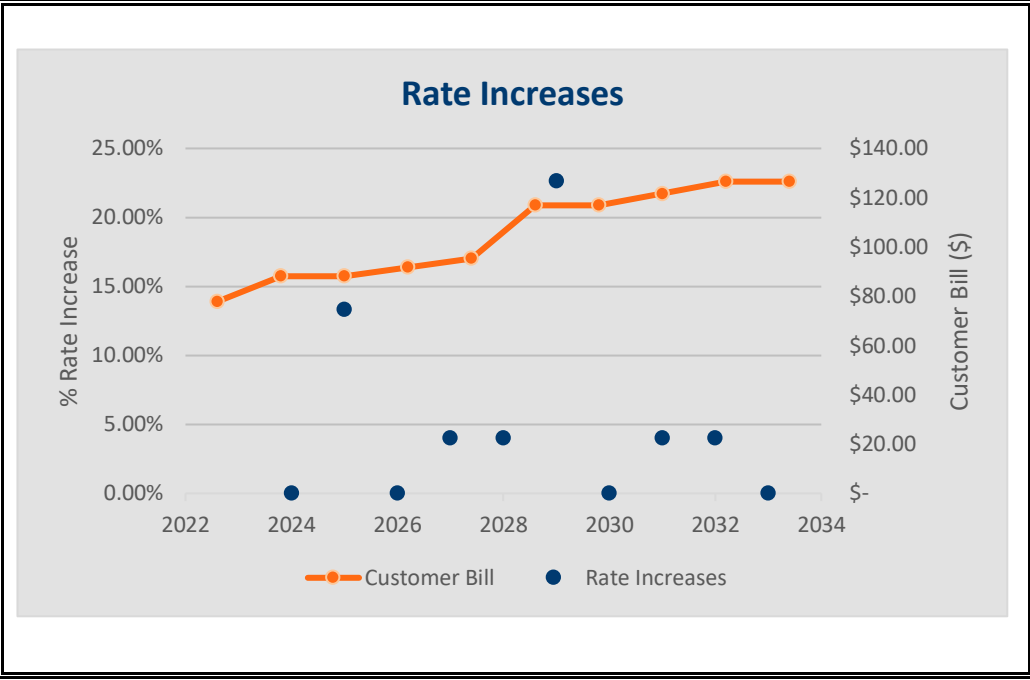
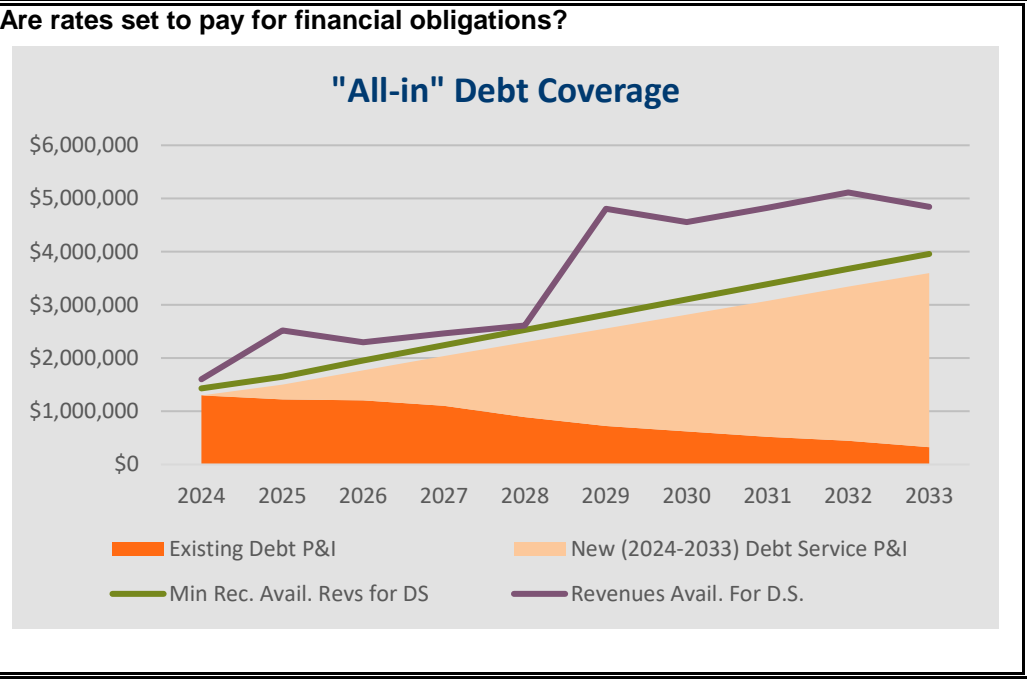
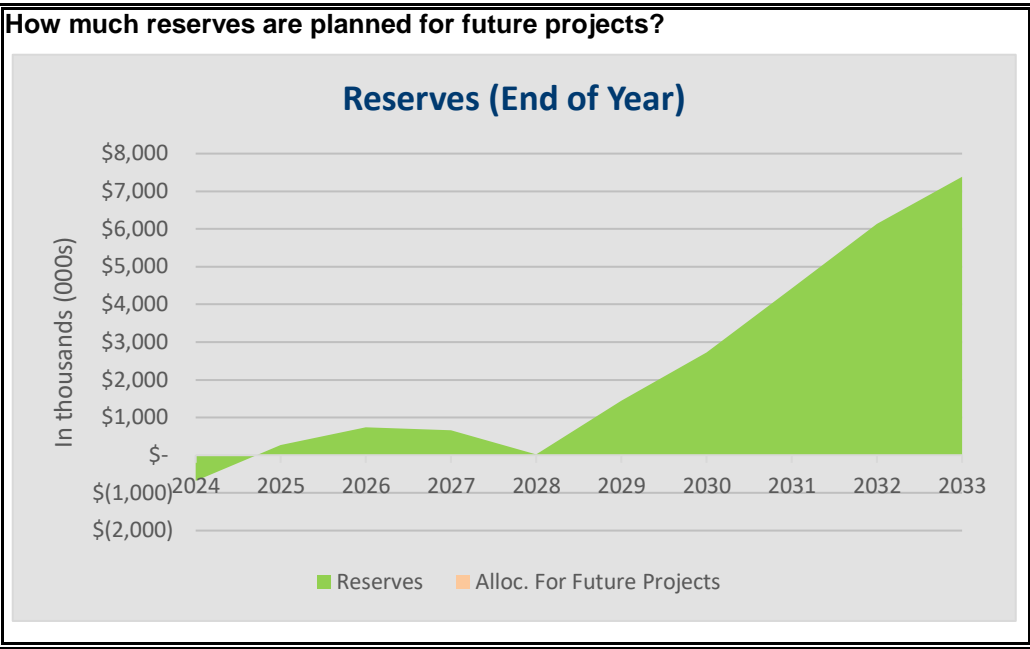
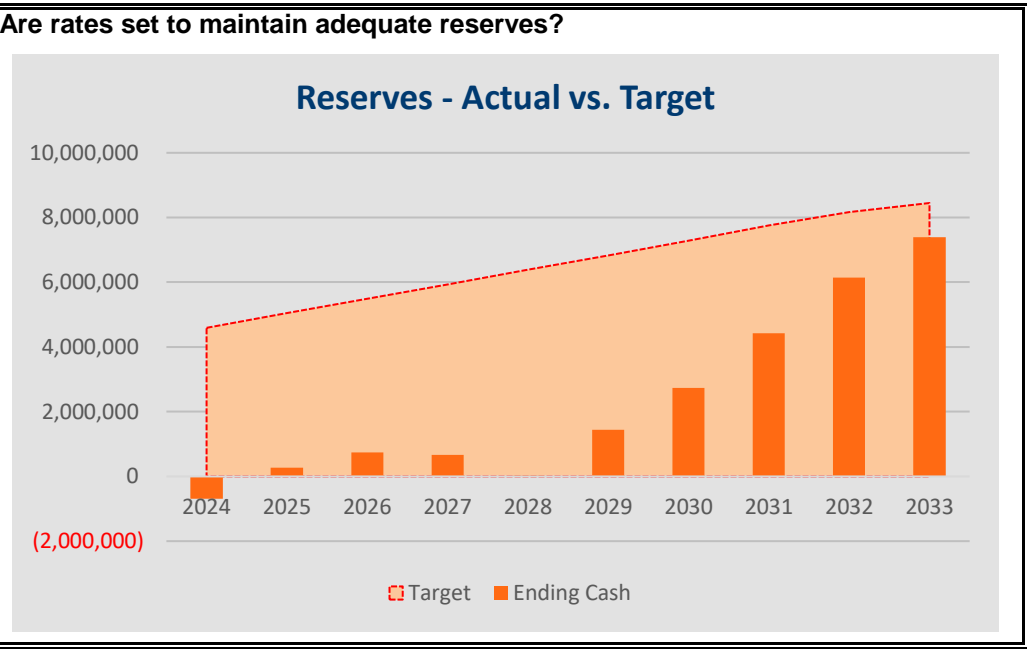
Legend:
Stable Rate Base (0.00% to 4.00%)
Conventional Rate Base

Table 10
Water Utility Financial Benchmarking Analysis Projected 2024 - 2033

City of West Allis, WI

	Budget 2024	Projected								
		2025	2026	2027	2028	2029	2030	2031	2032	2033
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Notes:										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the utility's assets are reaching the end of their useful life and the utility may need to invest in new infrastructure. The average of this indicator reflects heavily on the accuracy of the depreciation schedule and the utility's ability to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.										
Rate of Return										
Rate of Return										
Rate of Return										
Rate of Return										
Rate of Return										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Notes:										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the utility's assets are reaching the end of their useful life and the utility may need to invest in new infrastructure. The average of this indicator reflects heavily on the accuracy of the depreciation schedule and the utility's ability to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.										
Leverage										
Leverage										
Leverage										
Leverage										
Notes:										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the utility's assets are reaching the end of their useful life and the utility may need to invest in new infrastructure. The average of this indicator reflects heavily on the accuracy of the depreciation schedule and the utility's ability to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.										
Condition of Assets:										
Condition of Assets:										
Condition of Assets:										
Condition of Assets:										
Notes:										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the utility's assets are reaching the end of their useful life and the utility may need to invest in new infrastructure. The average of this indicator reflects heavily on the accuracy of the depreciation schedule and the utility's ability to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.										

Table 11
Water Utility Long-Range Planning Analysis
City of West Allis, WI





2024 Water Rate Study: Phase 2

Section 3 — Rate Impact Analysis

City of West Allis, WI

Table 12

Projected Impact of CIP on Typical Residential Utility Bill

City of West Allis, WI

Year	Water					Utility Bill (Annual)	Change Over Prior Year	% of MHI (72,458)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year				
		Tiered	Serv. + PFP						
2023		2.67	36.28	\$ 77.83		\$ 311.30		0.43%	2023
2024	0.00%	2.67	36.28	\$ 77.83	\$ -	\$ 311.30	\$ -	0.43%	2024
2025	13.34%	3.03	41.12	\$ 88.21	\$ 10.38	\$ 352.83	\$ 41.53	0.49%	2025
2026	0.00%	3.03	41.12	\$ 88.21	\$ -	\$ 352.83	\$ -	0.49%	2026
2027	4.00%	3.15	42.76	\$ 91.73	\$ 3.53	\$ 366.94	\$ 14.11	0.51%	2027
2028	4.00%	3.27	44.47	\$ 95.40	\$ 3.67	\$ 381.62	\$ 14.68	0.53%	2028
2029	22.62%	4.01	54.54	\$ 116.99	\$ 21.58	\$ 467.95	\$ 86.34	0.65%	2029
2030	0.00%	4.01	54.54	\$ 116.99	\$ -	\$ 467.95	\$ -	0.65%	2030
2031	4.00%	4.17	56.72	\$ 121.67	\$ 4.68	\$ 486.67	\$ 18.72	0.67%	2031
2032	4.00%	4.34	58.99	\$ 126.53	\$ 4.87	\$ 506.14	\$ 19.47	0.70%	2032
2033	0.00%	4.34	58.99	\$ 126.53	\$ -	\$ 506.14	\$ -	0.70%	2033
Total Change over planning period					\$ 48.71	\$ 194.84			

Notes:

1. Current water volumetric rate is \$2.67 per 100 cubic feet for the first 10,000 cubic feet.
2. The water user charges include a quarterly service charge of \$21.01 plus a public fire protection charge of \$15.27 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$21.50 for the first 0-10 CCF and \$2.15 per CCF for anything over 10 CCF for 5/8 inch meter.
4. The usage is assumed to be 1,556 CF per quarter.

Projected Impact of CIP on Typical Residential Utility Bill - Affordability

Utility Bill Affordability Analysis

This chart illustrates the relationship between income level and utility bill affordability. The Y-axis represents the percentage, ranging from 0.0% to 20.0%. The X-axis shows income levels in brackets. The orange area represents the percentage of the population in each income bracket, while the white bars represent the annual utility cost as a percentage of income for each bracket.

Income Level	% of Population	Annual Utility Cost as % of Income
Less than \$10,000	3.53%	3.53%
\$10,000 to \$14,999	2.35%	2.35%
\$15,000 to \$24,999	1.41%	1.41%
\$25,000 to \$34,999	1.01%	1.01%
\$35,000 to \$49,999	0.71%	0.71%
\$50,000 to \$74,999	0.47%	0.47%
\$75,000 to \$99,999	0.35%	0.35%
\$100,000 to \$149,999	0.24%	0.24%
\$150,000 or more	0.18%	0.18%

- 1) Utility Cost taken as a 5-year average of water bills for an average (5/8 in meter; 1556 CCF/mo.) Residential User.
- 2) City Income Level from U.S. Census Bureau's American Community Survey.
- 3) 14.% of residential customers are estimated to have less than \$25,000 of income. These households will have spent more than 2.43% of their income under the 4-year average for this plan.



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

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

Tuesday, June 11, 2024

7:00 PM

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

REGULAR MEETING

Supplemental Agenda - Added Items: #23a, #31a, #37a, #37b & #65a.

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:01 p.m.

B. ROLL CALL

Present 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

C. PLEDGE OF ALLEGIANCE

Led by Ald. Kuehn.

D. PUBLIC HEARINGS

1. [O-2024-0019](#) Ordinance to rezone various properties on the north side of the 6400 block of W. Greenfield Ave. to C-3 and P and create a planned unit development overlay district.

Sponsors: Alderperson Turner

Planning and Zoning Manager Steve Schaer presented.

The following residents spoke:

Kelly Starr-King, 6330 W. Greenfield Ave.

Scott Schwendenmarg, 6330 W. Greenfield Ave.

Barbara Houdek, 6330 W. Greenfield Ave.

2. [R-2024-0308](#) Resolution approving the sale of lands located at the following addresses:
6400 W. Greenfield Ave. - (Tax Key Number 439-0141-001) 1351 S. 64 St.
- (Tax Key Number 439-0143-001).

Sponsors: Alderperson Turner

Development Project Manager Shaun Mueller presented.

3. [2024-0199](#) Vacation and discontinuance of an improved alley between W. Lincoln Ave. and W. Grant St. and within the 2200 block of S. 108th St. and S. 109th St.

Sponsors: Alderperson Haass

Planning and Zoning Manager Steve Schaer presented.

Doug, resident, spoke regarding the topic.

4. [2024-0204](#) Vacation and discontinuance of an improved alley between W. Electric Ave. and W. Mobile St. west of S. 54th St.

Sponsors: Alderperson Turner

Planning and Zoning Manager Steve Schaer presented.

The following residents spoke:

Greg Krzecki, 2235 S. 54th St.

Danny Dembowiak, 2229 S. 54th St.

5. [2024-0291](#) Conditional Use permit for Saul's Auto, a proposed Light Motor Vehicle Service use, at 5312 W. Electric Ave.

Planning and Zoning Manager Steve Schaer presented.

6. [2024-0347](#) Renewal application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave.
(NSVR 2)

City Administrator/Clerk Rebecca Grill presented.

E. PUBLIC PARTICIPATION

Phil Snyder, 800 S. 109th St., spoke about barricades.

John Onopa, 6751 W. National Ave., spoke about a possible brewery district within the City. Also asked the City to consider more flashing red and yellow traffic signals.

The following individuals spoke about Pride month:

Bob, 2028 S. 78th St.

Terry, 2427 S. 81st St.

Juan Valdez, 1910 W. Howard Ave., St. Francis

"Good Citizen" - Ogden Ave. & Farwell Ave. area

G. MAYOR'S REPORT

Mayor Devine thanked City staff for their efforts in making the Memorial Day Celebration and A la Carte event successful. He also mentioned the Ethiopian Coffee shop on 77th and Greenfield Ave. is now open. He encouraged people to visit the Becher St. area this Friday to watch the ToAD races. He also mentioned the City and Police department are working together to target reckless driving.

H. ALDERPERSONS' REPORT

Ald. Haass mentioned he is proud of his 2 gay children.

Ald. Novak reiterated the Council encourages spreading positivity.

Ald. Nowling wished everyone a happy Pride month and encouraged those who wish to speak to someone to take advantage of available resources.

Ald. Grob thanked everyone for their efforts in making the Hope Walk a success.

Ald. Weigel encouraged everyone to attend the ToAD races this Friday.

Ald. Grisham wished everyone a happy Father's day.

Ald. Halvorsen wished everyone a happy Pride month, and mentioned he will be doing karaoke at the Senior Center every Wednesday from 10-11:30am.

I. APPROVAL OF MINUTES

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

7. [2024-0341](#) May 21, 2024 Common Council Minutes.

Approved

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

- 23a. [R-2024-0333](#) Resolution relative to approving a secondary location for 1840 Brewing Company.

Ald. Haass moved to refer item #23a to Economic Development recess committee, Ald. Grisham seconded, motion carried.

Committee Action:

Ald. Nowling moved to adopt with conditions of fermented malt beverages only, Ald. Weigel seconded, motion carried.

Council Action: Adopted as amended

Passed The Block Vote

Ald. Haass moved to approve the Consent Agenda, items #8 - #23 and #24 - #35, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

8. [O-2024-0020](#) Ordinance to adopt state administrative code on camping units.

Sponsors: Alderperson Haass

Passed

9. [O-2024-0021](#) Ordinance to amend provisional retail alcohol license process for new and renewal licensee applicants.

Sponsors: Alderperson Grisham

Passed

10. [R-2024-0228](#) Resolution amending the boundaries of the Conrad Gardens Neighborhood Association.

Adopted

11. [R-2024-0292](#) Resolution accepting work of MJ Construction, Inc. for private property work and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 9 for final payment in the amount of \$500.

Sponsors: Public Works Committee

Adopted

12. [R-2024-0293](#) Resolution authorizing the purchase of (1) 2025 AWD Ford Police Interceptor Utility SUV squad car from McCandless Ford and associated ancillary items from various vendors including but not limited to light bars, sirens, and additional equipment to accommodate transportation and deployment of police canines from various vendors for a sum not to exceed \$70,000.

Adopted

13. [R-2024-0295](#) Resolution to authorize the purchase of one TrafFix Scorpion II towable traffic attenuator with arrow board from Tapco Traffic and Parking Control Co., Inc. for a total sum of \$35,494.

Adopted

14. [R-2024-0296](#) Resolution to authorize the purchase of two (2) Wanco wireless controlled 30" x 60" truck mounted arrow boards from Tapco Traffic and Parking Control Co., Inc. for a total sum of \$11,100.

Adopted

15. [R-2024-0297](#) Resolution to authorize the purchase of two (2) 2024 Ford Super Duty F-250 pick-up trucks from Ewald Automotive Group for a sum of \$87,801.

Adopted

16. [R-2024-0309](#) Resolution declaring "Feature on Becher" a community event.

Adopted

17. [R-2024-0301](#) Resolution authorizing and directing the City Engineer to enter into a state/municipal agreement for a highway improvement project with the Wisconsin Department of Transportation for street lighting conversion along W. Lincoln Ave.

Sponsors: Public Works Committee

Adopted

18. [R-2024-0310](#) Resolution to amend an existing contract with KL Engineering, Inc. for consulting services related to the conversion of street lighting for an amount not to exceed \$100,000.

Sponsors: Public Works Committee

Adopted

19. [R-2024-0311](#) Resolution to approve change in Landfill Company for New Department of Public Works Facility Environmental and Soil Removal Contract Project 2024-1906E.

Sponsors: Public Works Committee

Adopted

20. [R-2024-0312](#) Resolution to approve bid of A.W. Oakes & Son, Inc. for repair and replacement of storm structures in various locations in the amount of \$300,030.
- Sponsors:** Public Works Committee
- Adopted**
21. [R-2024-0314](#) Resolution acknowledging the Common Council's support of the efficient financial management and operation of the City's Sanitary Sewer Utility and authorizing the Principal Engineer to submit the Compliance Maintenance Annual Report (CMAR) to the Wisconsin Department of Natural Resources.
- Sponsors:** Public Works Committee
- Adopted**
22. [R-2024-0315](#) Resolution to approve the bid of Wolverine Construction LLC for the "Commercial Property Demolition Project", a Community Development Block Grant Project in the amount of \$49,900.
- Sponsors:** Public Works Committee
- Adopted**
23. [R-2024-0317](#) Resolution to amend Resolution R-2024-0261 adjusting the contract amount for GeoTest, Inc.
- Sponsors:** Public Works Committee
- Adopted**
24. [2024-0292](#) Renewal Applications for Class A/B/C Alcohol Licenses.
- *See attachment for the lists.
- Granted**
25. [2024-0293](#) Renewal Applications with changes for Class A/B/C Alcohol Licenses.
- *See attachment for the lists.
- Granted**
26. [2024-0332](#) Renewal application for Adult-Oriented Establishment License:
- *Milwaukee Entertainment LLC, DBA Heart Breakers, 9440 W. National Ave. Agent: Jeffrey Raush.
- Granted**
27. [2024-0387](#) Appointment by Mayor Devine of Dan Adamczyk to the Office of Weed Commissioner of the City of West Allis for the year 2024.
- Approved**

28. [2024-0337](#) Reappointment by Mayor Devine of Robert Haglund to the Board of Review for a 5-year term to expire June 11, 2029.
Approved
29. [2024-0389](#) Appointment by Mayor Devine of Ald. Roadt and Ald. Weigel to the Capital Improvement Committee for a 1-year term to expire June 11, 2025.
Approved
30. [2024-0396](#) Reappointment by Mayor Devine of Ald. Weigel, Eric Berglund, Molly Rowbottom, Rebecca Grill and Mayor Devine to the Tourism Commission for a 1-year term to expire June 11, 2025.
Approved
- 31a. [2024-0356](#) Appointment by Mayor Devine of Richard Badger to the Community Development Authority for a 4-year to start July 1, 2024 and to expire July 1, 2028.
Approved
31. [2024-0398](#) Reappointment by Mayor Devine of Henry Kiesow to the Farmer's Market Committee for a 2-year term to expire June 11, 2026.
Approved
32. [2024-0364](#) Temporary Extension of a Class B Premise request for Rupena's, hosting a one-day event on July 13, 2024 from 10 a.m. - 5 p.m., to be held at 7621 W. Beloit Rd. Applicant: Maria Rupena
Granted
33. [2024-0375](#) Temporary Public Entertainment Premise request for Victory Outreach Church, hosting a one-day event on July 27, 2024 from 10 a.m. - 8 p.m., to be held at 1210 S. 61st St. Applicant: Charlie Reyna.
Granted
34. [2024-0388](#) Claim by Jose Marquez for alleged property damage at 1934 S. 73rd St., on May 22, 2024.
Referred to City Attorney
35. [2024-0355](#) Finance Director/Comptroller submitting report for May 2024 indicating City of West Allis checks issued in the amount of \$3,050,000.28.
Placed on File

L. COMMON COUNCIL RECESS

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

The Council recessed at 8:44 p.m. and returned at 10:06 p.m.

M. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

Committee convened at 9:25 p.m.

Passed The Block Vote

Ald. Weigel moved to approve items #36 - #39, motion carried by following roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

36. [R-2024-0299](#) Resolution to approve a contract with Savage Solutions, LLC for marketing services in an amount up to \$48,000, funded by room tax dollars through the Tourism Commission.

Committee Action:

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

Council Action: Adopted

37. [R-2024-0307](#) Resolution to approve Community Development Block Grant Program 2023 Public Facility Activity remaining funds to add APS Technology to three City intersections.

Sponsors: Administration Committee

Committee Action:

Ald. Kuehn moved to adopt, Ald. Grob seconded, motion carried.

Council Action: Adopted

- 37a. [2023-0452](#) Claim by Whitnall-Summit Company, LLC for excessive property assessment for the tax year 2023 for the property at 6737 W. Washington St.

Ald. Kuehn moved to convene into Closed Session at 9:30 p.m., Ald. Novak seconded, motion carried by roll call vote:

Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak

No: 0

Committee Action: Proceed as directed in closed session

Council Action: Approved committee's recommendation

- 37b. [2023-0458](#) Claim by 80 West Allis, LLC for excessive property assessment for the tax year 2023 for the property at 1414 S. 65th St.

Committee Action: Proceed as directed in closed session

Council Action: Approved committee's recommendation

38. [R-2024-0318](#) Resolution to approve settlement with Robert Gendrich regarding worker's compensation claim.

Committee Action: Proceed as directed in closed session

Council Action: Approved committee's recommendation

39. [2024-0315](#) Summons and Complaint in the matter of City of West Allis v. Seagrave Fire Apparatus, LLC regarding breach of contract, Case No. 2023-CV-9079.

Committee action: Proceed as directed in closed session

Ald. Kuehn moved to re-convene into Open Session at 9:47 p.m., Nowling seconded, motion carried by roll call vote:

Aye: 5 - Kuehn, Nowling, Weigel, Grob and Novak

No: 0

Ald. Kuehn moved to adjourn at 9:47 p.m., Ald. Novak seconded, motion carried.

Council Action: Approved committee's recommendation

PUBLIC WORKS COMMITTEE

Committee convened at 8:46 p.m.

Passed The Block Vote

Ald. Roadt moved to approve items #40 - #43, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

40. [R-2024-0313](#) Resolution authorizing application to the Department of Natural Resources for principal forgiven financial assistance agreement in an amount up to \$2,700,000 to undertake a project to replace private lead service lines.

Sponsors: Public Works Committee

Committee Action:

Ald. Haass moved adopt, Ald. Turner seconded, motion carried.

Council Action: Adopted

Public Hearing Items (Public Works Committee)

41. [2024-0199](#) Vacation and discontinuance of an improved alley between W. Lincoln Ave. and W. Grant St. and within the 2200 block of S. 108th St. and S. 109th St.

Sponsors: Alderperson Haass

Committee Action:

Ald. Grisham moved to place on file, Ald. Halvorsen seconded, motion carried.

Council Action: Placed on File

42. [R-2024-0305](#) Resolution on the Vacation and discontinuance of an improved alley between W. Lincoln Ave. and W. Grant St. and within the 2200 block of S. 108th St. and S. 109th St.

Sponsors: Alderperson Haass

Committee Action:

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

Council Action: Adopted

43. [2024-0204](#) Vacation and discontinuance of an improved alley between W. Electric Ave. and W. Mobile St. west of S. 54th St.

Sponsors: Alderperson Turner

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

Ald. Grisham moved to adjourn at 8:58 p.m., Ald. Halvorsen, motion carried.

Council Action: Approved

44. [R-2024-0306](#) Resolution on the Vacation and discontinuance of an improved alley between W. Electric Ave. and W. Mobile St. west of S. 54th St.

Committee Action:

Ald. Grisham moved to place on file, Ald. Halvorsen seconded, motion carried.

Ald. Grisham moved to adjourn at 8:58 p.m., Ald. Halvorsen seconded, motion carried.

Council Action: Placed on File

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 8:49 p.m.

Passed The Block Vote

Ald. Kuehn moved to approve items #45 - #53, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

45. [R-2024-0303](#) Resolution approving a Certified Survey Map to consolidate and redivide property located at 6424-26 W. Greenfield Ave., 6414-22 W. Greenfield Ave., 6400 W. Greenfield Ave. 13** S. 65th St, and 1351 S. 64th St. part of a mixed use Planned Unit Development area (Tax Key Nos. 439-0145-002, 439-0144-001, 439-0141-001, 439-0146-000, 439-0147-001).

Sponsors: Economic Development Committee

Committee Action:

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

Council Action: Adopted

46. [R-2024-0304](#) Resolution approving a Certified Survey Map to combine two existing parcels at 1909 S. 73rd St. and 19** S. 73rd St. into one parcel (Tax Key Nos. 476-0266-002 and Tax Key 476-0266-001).

Committee Action:

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

Council Action: Adopted

47. [2024-0363](#) New Class B Tavern and Public Entertainment Licenses for Laughing Bear LLC, d/b/a Roll On In, 5630 W. Lincoln Ave. Agent: Kevin Dixon-Seidl. (ALC-24-20)

Committee Action:

Ald. Weigel moved to approve with the following amendments:

1. Video security in and around premise.
2. Security to staff any event.
3. Security to staff upper level when occupied/hosting events.

Ald. Nowling seconded, motion carried.

Council Action: Approved as amended - To be granted July 10th, 2024.

48. [2024-0365](#) New Class B Tavern License for Shana Ewan LLC, d/b/a The Chi Lounge and Grill, 8307 W. Becher St. Agent: Shana Ewan. (ALC-24-16)

Committee Action:

Ald. Nowling moved to deny as the agent did not show, submitted an incomplete application, and enough establishments already in the area. Ald. Novak seconded, motion carried.

Council Action: Held until July 10th, 2024

49. [2024-0394](#) New Class B Tavern and Public Entertainment Licenses for Emil-lío's LLC, d/b/a Braun's Power House, 7100 W. National Ave. Agent: Paresha Pesqueira. (ALC-24-17)

Committee Action:

Ald. Kuehn moved to hold until July 10th, 2024, Ald. Nowling seconded, motion carried.

Council Action: Held until July 10th, 2024

50. [2024-0385](#) Consideration and possible action on a "Resolution Creating Tax Incremental District No. 20, Approving its Project Plan and Establishing its Boundaries."

Committee Action:
Discussion Purpose Only

Public Hearing Items (Economic Development Committee)

51. [O-2024-0019](#) Ordinance to rezone various properties on the north side of the 6400 block of W. Greenfield Ave. to C-3 and P and create a planned unit development overlay district.

Sponsors: Alderperson Turner

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

Council Action: Passed

52. [R-2024-0308](#) Resolution approving the sale of lands located at the following addresses:
6400 W. Greenfield Ave. - (Tax Key Number 439-0141-001) 1351 S. 64 St.
- (Tax Key Number 439-0143-001).

Sponsors: Alderperson Turner

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

Council Action: Adopted

53. [2024-0291](#) Conditional Use permit for Saul's Auto, a proposed Light Motor Vehicle Service use, at 5312 W. Electric Ave.

Committee Action:
Ald. Grob moved to approve, Ald. Weigel seconded, motion carried.

Ald. Kuehn moved to adjourn at 9:25 p.m., Ald. Weigel seconded, motion carried.

Council Action: Approved

PUBLIC SAFETY COMMITTEE

Committee convened at 8:58 p.m.

56. [2024-0338](#) New Operator's License (Bartender/Class D Operator) application for Alexis Mesa. (BART-1138)

Committee Action:
Ald. Haass moved to grant, Ald. Turner seconded, motion carried with one Nay from Ald. Roadt.

Council Action:
Granted

Passed The Block Vote

Ald. Grisham moved to approve items #54 - #55 & #57 - #67, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

54. [R-2024-0302](#) Resolution authorizing the City of West Allis to provide police services to the City of Milwaukee for the 2024 Republican National Convention.

Committee Action:

Ald. Haass moved to adopt, Ald. Turner seconded. Motion carried.

Council Action: Adopted

55. [2024-0330](#) Southwest Suburban Health Department current initiatives; Senior Center and Health Department program updates; Abatement efforts; and Southwest Suburban Health Department Merger and Board of Health updates.

Discussion Purposes Only

57. [2024-0349](#) New Operator's License (Bartender/Class D Operator) application for Raychel Evans. (BART-1156)

Committee Action:

Ald. Haass moved to place on file, Ald. Turner seconded. Motion carried.

Council Action: Placed on File

58. [2024-0350](#) New Operator's License (Bartender/Class D Operator) application for Carrie Skurzewski. (BART-1157)

Committee Action:

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

Council Action: Granted

59. [2024-0359](#) Renewal Operator's License (Bartender/Class D Operator) application for Danielle Loe. (BART-35)

Committee Action:

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

Council Action: Granted

60. [2024-0360](#) New Operator's License (Bartender/Class D Operator) application for Anakin Shamrowicz. (BART-1160)

Committee Action:

Ald. Haass moved to deny for non-appearance and police report, Ald. Turner seconded. Motion carried.

Council Action: Denied

61. [2024-0361](#) Renewal Operator's License (Bartender/Class D Operator) application for Danielle Nichols. (BART-1164)

Committee Action:

Ald. Haass moved to hold until July 10th, 2024, Ald. Turner seconded. Motion carried.

Council Action: Held until July 10th, 2024

62. [2024-0362](#) Renewal Operator's License (Bartender/Class D Operator) application for Chris Schutte. (BART-131)

Committee Action:

Ald. Haass moved to hold until July 10th, 2024, Ald. Turner seconded. Motion carried.

Council Action: Held until July 10th, 2024

63. [2024-0368](#) New Operator's License (Bartender/Class D Operator) application for Anastasia Ewing. (BART-1166)

Committee Action:

Ald. Haass moved to deny for non-appearance and police report, Ald. Turner seconded. Motion carried.

Council Action: Denied

64. [2024-0392](#) New Operator's License (Bartender/Class D Operator) application for Jennifer Fritch. (BART-1161)

Committee Action:

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

Council Action: Granted

65. [2024-0393](#) New Operator's License (Bartender/Class D Operator) application for Kayla Sekey. (BART-1171)

Committee Action:

Ald. Haass moved to deny for non-appearance and police report, Ald. Turner seconded. Motion carried.

Council Action: Denied

- 65a. [2024-0328](#) Class B Tavern Seasonal Temporary Premise and Public Entertainment Extension request for The Deco, 7140 W. Greenfield Ave., for outdoor dining with entertainment/music from May 25th, 2024 until November 2nd, 2024.

Committee Action:

Ald. Haass moved to grant with the amendment of Sunday's hours to end at 8 p.m., Ald. Turner seconded, motion carried.

Council Action: Granted

66. [2024-0329](#) Renewal application for Public Entertainment Premise Licenses for Ope Brewing Company, LLC, d/b/a Ope Brewing Company, 6751 W. National Ave. Agent: John Onopa.

Committee Action:

Ald. Turner moved to grant, Ald. Halvorsen seconded, motion carried.

Council Action:

Granted

Public Hearing Items (Public Safety Committee)

67. [2024-0347](#) Renewal application for Noise Variance Permit for Ope Brewing Company, 6751 W. National Ave.
(NSVR 2)

Committee Action:

Ald. Haass moved to grant with the following conditions:

1. No amplified music after 8 p.m. on Sundays; 10 p.m. Monday - Saturday
2. 200 decibels maximum during variance hours
3. Approved for 3 years - Expiration date 6/30/2027

Ald. Haass moved to adjourn at 9:57 p.m., Ald. Turner seconded, motion carried.

Council Action: Granted

N. ADJOURNMENT

Ald. Haass moved to adjourn at 10:17 p.m., Ald. Halvorsen seconded, motion carried.

Next scheduled meeting is July 10, 2024 at 7:00 p.m.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

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

Monday, June 17, 2024

12:00 PM

<https://bit.ly/4b8r2Nc>

Meeting ID: 285 196 117 971

Passcode: LusyeN

Dial in by phone

+1 414-939-6451,,571017399#

Phone conference ID: 571 017 399#

SPECIAL VIRTUAL MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 12:01 p.m.

B. ROLL CALL

Present 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

C. STANDING COMMITTEE REPORTS

None.

D. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

1. [R-2024-0335](#) Resolution relative to the 2024-2026 Crowd and Traffic Control Agreement of the Wisconsin State Fair Park Board and the City of West Allis.

Ald. Haass moved to adopt, Ald. Kuehn seconded, motion carried with the following roll call vote:

Aye - 10 - Grisham, Grob, Haass, Halvorsen, Kuehn, Novak, Nowling, Roadt, Turner and Weigel

Nay - 0

2. [2024-0331](#) Claim by Robert Steinbacher for alleged property damage at 1034 S. 116th St., on May 10, 2024.

Ald. Haass moved to refer to City Attorney, Ald. Turner seconded, motion carried with the following roll call vote:

Aye - 10 - Grisham, Grob, Haass, Halvorsen, Kuehn, Novak, Nowling, Roadt, Turner and Weigel

Nay - 0

E. ADJOURNMENT

Ald. Haass moved to adjourn at 12:04 p.m., Ald. Grob seconded, motion carried.

Next scheduled meeting is July 10, 2024 at 7:00 p.m.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-24-20

Applicant's Full Name:
Kevin Dixon-Seidl

Agent's Full Name:
Kevin

License Type(s):
Class B Tavern
Public Entertainment Premises

Legal Name:
Laughing Bear LLC

Trade/Business Name:
Roll On In

Business Address:
5630 W Lincoln Ave

Types of Entertainment:
Yes

Premise Description:

Alcohol will be stored:
1st and 2nd floor bar and cooler areas. Basement.

Alcohol will be sold/consumed:
1st and 2nd floors

Alcohol beverage receipts location:
1st floor office in filing cabinet

Hours of Operation:

Sunday: 10:00AM-2:00Am

Thursday: 10:00AM-2:00Am

Monday: 10:00AM-2:00Am

Friday: 10:00Am-2:30am

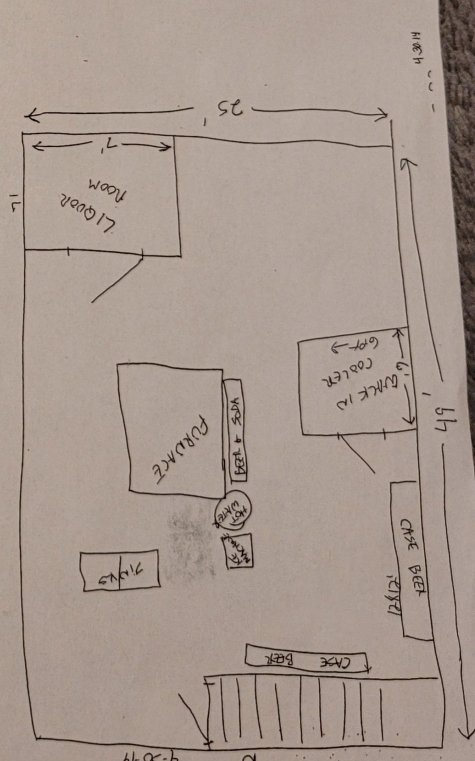
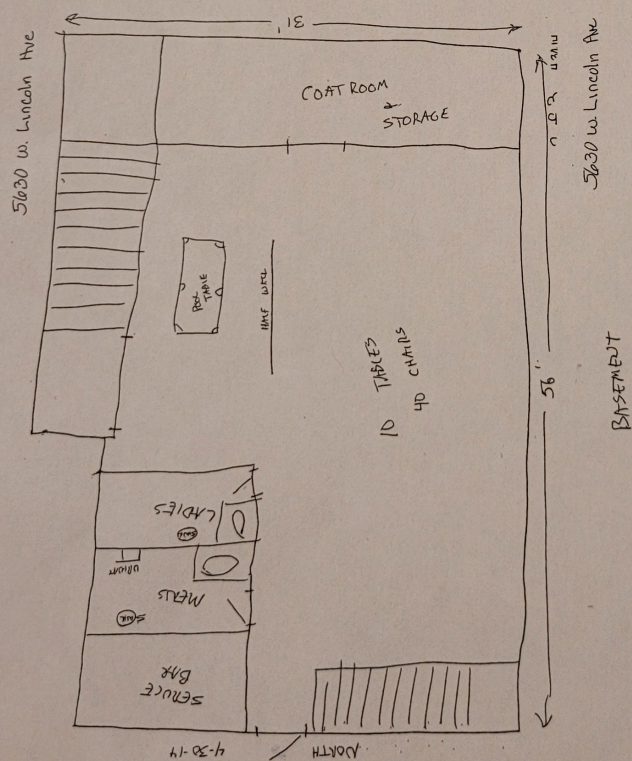
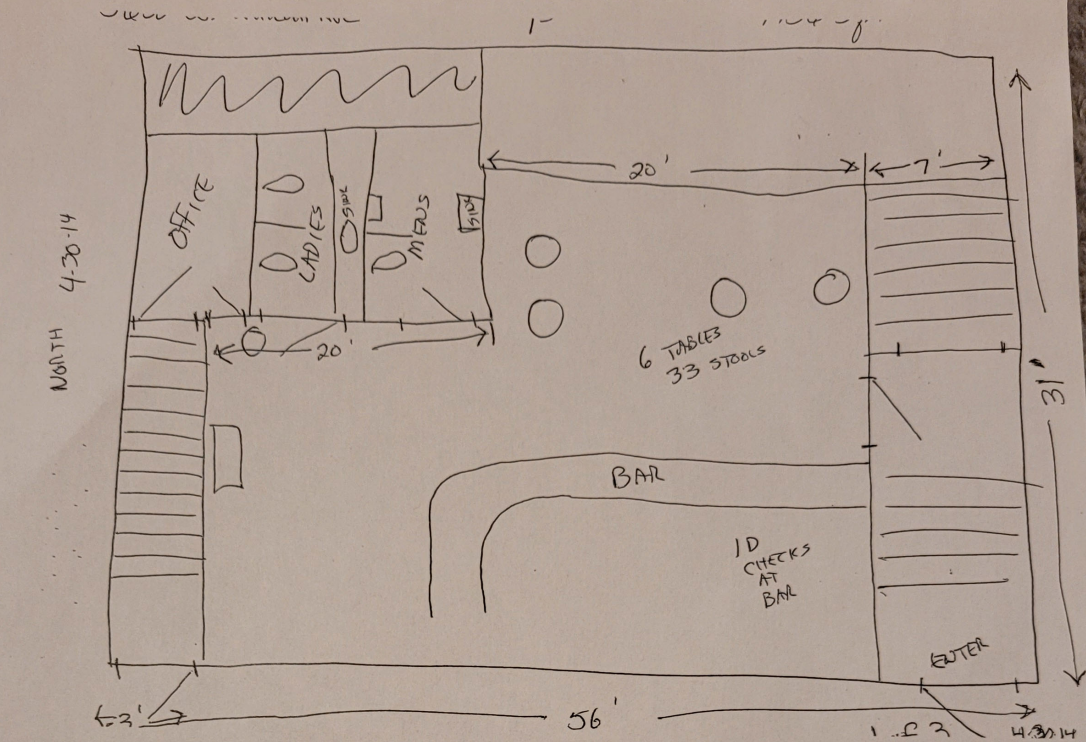
Tuesday: 10:00AM-2:00Am

Saturday: 10:00Am-2:30am

Wednesday: 10:00AM-2:00Am

Date Applied:
May 31, 2024

Legal Notice Published On:
June 7, 2024





City Clerk
clerk@westalliswi.gov

June 3, 2024

Kevin Dixon-Seidl
8327 W Rogers St
West Allis, WI 53219

RE: Class B Tavern License Application Review for Roll On In at 5630 W Lincoln Ave

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: June 11, 2024

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

Room Locations:

Room 128: Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.

Art Gallery: Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.

Committee Recommendation:

When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

Common Council Decision:

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

This is the typical process and may vary from time to time if there are extenuating circumstances.

If you have any questions, email clerk@westalliswi.gov.

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

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



NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-23-4

Applicant's Full Name:

Craig Silber

Agent's Full Name:

Craig

License Type(s):

Class B Tavern

Public Entertainment Premises

Cigarette/Tobacco Products Retail License

Nicotine Products Retailer License

Cigarettes/Tobacco Will Be Sold Over the Counter

Legal Name:

Flying Unicorn LLC

Trade/Business Name:

The Thirsty Cactus Saloon

Business Address:

6108 W Burnham St.

Types of Entertainment:

Yes

Premise Description:

Alcohol will be stored:

Basement, First Floor (Tavern) of
6108 W Burnham St

Alcohol will be sold/consumed:

First Floor (Tavern) of 6108 W
Burnham St

**Alcohol beverage receipts
location:**

Secure cash register and secure lock
box

Hours of Operation:

Sunday: 6:00 AM-2:00 AM

Monday: 6:00 AM-2:00 AM

Tuesday: 6:00 AM-2:00 AM

Wednesday: 6:00 AM-2:00 AM

Thursday: 6:00 AM-2:00 AM

Friday: 6:00 AM-2:30 AM

Saturday: 6:00 AM-2:30 AM

Date Applied:

April 15, 2024

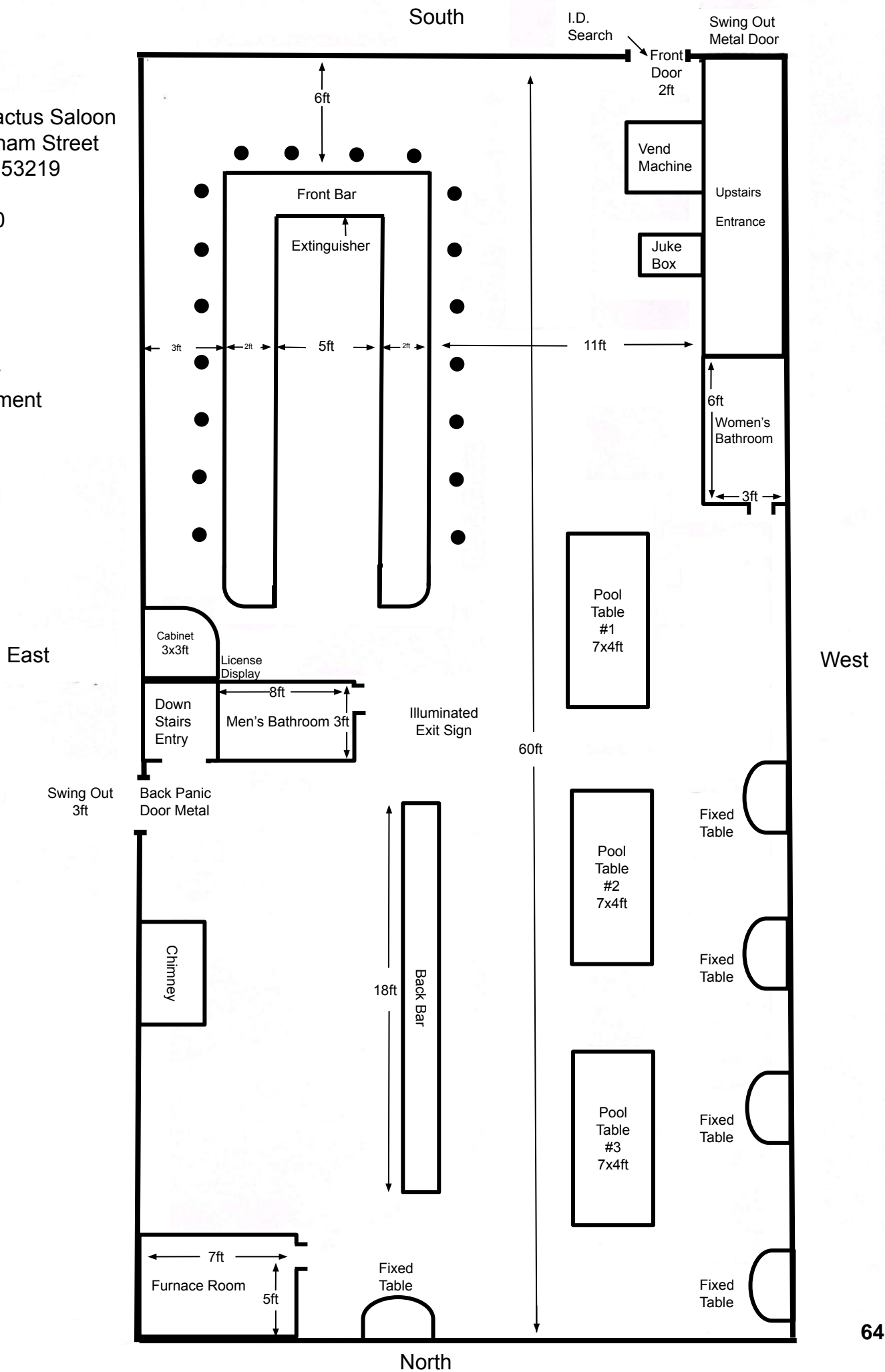
Legal Notice Published On:

April 26, 2024

The Thirsty Cactus Saloon
6108 W. Burnham Street
West Allis, WI 53219
Craig Silber
(414)640-5420

2/05/23
1440 Sq Ft

First Floor Bar
Storage Basement



WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS

In the Matter of the
Complaint Against

SUMMONS

Flying Unicorn LLC
D/B/A The Thirsty Cactus Saloon

Premises Location:
6108 W. Burnham Street
West Allis, WI 53219

Agent: Craig Silber

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

THE WEST ALLIS COMMON COUNCIL TO Flying Unicorn LLC by licensing agent
Craig Silber:

 I am hereby notified that a sworn complaint copy of which is attached as
been duly made and the request for a hearing on suspension of operation of the
business into which the business has been entered at the place
business and a business Entertainment license in the business of a
of the premises located at 6108 W. Burnham Street in the City of West Allis, State of
is consistent with the license received on July 1, 2011 and renewed on June 1, 2012.
This sworn complaint requests a hearing on suspension of operation of the above
reference licenses of the business is so important to the position of the State
of Wisconsin and the City of West Allis that it is requested that the business be

66

**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

COMPLAINT

**Flying Unicorn LLC
D/B/A The Thirsty Cactus Saloon**

**Premises Location:
6108 W. Burnham Street
West Allis, WI 53219**

Agent: Craig Silber

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

Corporal Douglas Sayeg of the West Allis Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. § 125.12(2)(ag) against Flying Unicorn LLC doing business as “The Thirsty Cactus Saloon” as follows:

1. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department that the complainant has used in the past and found to be reliable.

Parties, License, and Permit Information

2. That the complainant is a resident of the City of West Allis.
3. That Flying Unicorn LLC, doing business as “The Thirsty Cactus Saloon” has been issued a “Class B” intoxicating liquor license and a Class “B” fermented malt beverage license (together identified on the license as a “Class B Tavern License”), and a Public Entertainment Permit, all issued under license number ALC-23-4 , for

the premises located at 6108 W. Burnham Street, State of Wisconsin, for the license period running July 1, 2023 to June 30, 2024.

4. That Craig Silber is the agent appointed pursuant to Wis. Stat. § 125.04(6)(a) for license number ALC-23-4.

Incidents Subject to Complaint

Count 1: August 25, 2023

5. That on August 25, 2023, West Allis Police Officer Allison Clark was dispatched to The Thirsty Cactus Saloon for a report of a male being carried out of the bar and put into the driver's seat of a truck. Officer Clark reported that she made contact with this male, E.W. (DOB 5/23/59), who admitted he had at least 6 drinks at the bar. Officer Clark observed that E.W. was highly intoxicated and had urinated himself. Officers made contact with the bartender, E.G. (DOB 6/10/89), who reported that she did serve E.W. who was a regular at the bar. The bartender informed Officer Clark that she served him four beers and two mixed drinks over the four-hour period that E.W. was at the bar. The bartender reported that she didn't think E.W. was intoxicated until he stood up and needed to be helped out of the bar. Police reported that the bartender E.G. was very cooperative.

Count 2: November 30, 2023

6. That on November 30, 2023, the West Allis Police Department conducted tavern checks at several alcohol licensed establishments within the city. West Allis Police Officer Adam Stikl reported that the police department worked with a 19-year-old female identified by initials R.L.D (d.o.b. 1/30/2004) to help their investigation.

7. Officer Adam Stikl reported that he was present and watched the actions of R.L.D. within The Thirsty Cactus Saloon. Officer Stikl reported that R.L.D. was served an alcoholic beverage without showing any identification while she was under the age of 21 years old. Officer Stikl reported that on December 1, 2023, he made contact with licensing agent, Craig Silber, who partially identified the server as Mary Markes. Officer Stikl reported that he was able to confirm Markes was the bartender that served R.L.D.

Count 3: December 16, 2023

8. That on December 16, 2023, police were dispatched to The Thirsty Cactus Saloon for a potential issue with a patron. The bartender was cooperative with the investigation and appears to have made an appropriate choice to remove the problematic patron. During said investigation, Officer Sergio Santa Cruz Medina reported that he spoke with two bar patrons, identified as J.L. (DOB 2/17/88) and X.P. (DOB 11/14/1983), who had observed the issues. Officer Santa Cruz Medina reported that both the male patron witnesses were "highly intoxicated."

Count 4: April 8, 2024

9. That on April 8, 2024, the West Allis Police Department conducted tavern checks at several alcohol licensed establishments within the city. West Allis Police Officer Ryan Schultz reported that the police department worked with a 20-year-old male identified by initials N.A.S. (DOB 1/8/2004) to aid their investigation.
10. Officer Schultz reported that he and Officer Mussatti entered the Thirsty Cactus Saloon on said date to observe the interaction between N.A.S. and the establishment. Officers observed N.A.S. order an alcoholic beverage and he was

served the beverage without being asked for an ID or age. The officers reported that upon seeing the male leave, the bartender immediately made a phone call and appeared to be distressed.

11. Officer Schultz followed up with licensing agent, Craig Silber, regarding the sale to the underage individual. Officer Schultz reported that Mr. Silber was upset at how WAPD had conducted their tavern compliance checks but did provide basic information on the bartender involved. Police made contact with the bartender Mary Markes who was very apologetic about her mistake. She reported that she believed N.A.S. was over the age of 21 and that is why she did not ID him.

Violations of State Law and Local Code

12. That the "Class B" intoxicating liquor license and a Class "B" fermented malt beverage license (together identified on the license as a "Class B Tavern License"), issued to Flying Unicorn LLC, are subject to suspension or revocation for any of the following:

- A. Violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcoholic beverages to persons who are intoxicated in violation of Wis. Stat. § 125.07(2)(a)2 found in count 1 and 3.
- B. Violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcohol to an underage person not accompanied by a parent, guardian, or spouse who has attained the legal drinking age in violation Wis. Stat. § 125.07(1)(a)2 found in count 2 and 4.¹

¹ Wis. Stat. § 125.12(1)(b)2 mandates that no violation for service to an underage individual may be considered unless the licensee or permittee has committed another violation within one year preceding the violation. If the licensee or permittee has committed two or more violations within one year, all violations committed within one year may be considered.

13. That the Public Entertainment Permit issued to Flying Unicorn LLC is subject to suspension or revocation pursuant to West Allis Municipal Code §§ 9.51(1)b. because the licensee has failed to maintain order at the premises related to counts 1, 2, 3, and 4.

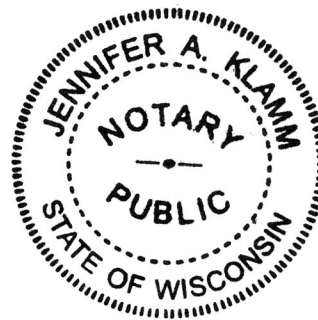
WHEREFORE, Corporal Douglas Sayeg requests that the licensee named herein, Flying Unicorn LLC, by licensing agent Craig Silber, be summoned to appear before the Public Safety Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the licenses and permits issued to Flying Unicorn LLC should be revoked or suspended.

Dated this 11th day of May, 2024.

By: Douglas Sayeg
City of West Allis Police Department

Subscribed and sworn to before me
this 11 day of may, 2024.

Jennifer A. Klamm
(Name)
Notary Public, State of Wisconsin
My Commission expires: 02/09/28



**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

**Flying Unicorn LLC
D/B/A The Thirsty Cactus Saloon**

**Premises Location:
6108 W. Burnham Street
West Allis, WI 53219**

Agent: Craig Silber

*not
approved
by CC
5/21/24*

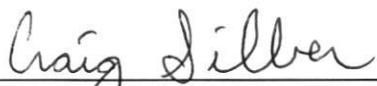
STIPULATION TO RESOLVE COMPLAINT

The West Allis City Attorney's Office, by Deputy City Attorney Nicholas Cerwin, and the Flying Unicorn LLC by its agent Craig Silber, hereby agree and stipulate as follows:

- 1) That Flying Unicorn LLC, doing business as "The Thirsty Cactus Saloon," currently holds a 2023-2024 "Class B" intoxicating liquor license and a Class "B" fermented malt beverage license (together identified on the license as a "Class B Tavern License") and a Public Entertainment Permit, together issued under license number ALC-23-4 for the premises located at 6108 W. Burnham Street, State of Wisconsin, for the license period running July 1, 2023 to June 30, 2024.
- 2) That Craig Silber is the license agent appointed pursuant to Wis. Stat. § 125.04(6)(a) for the licenses and permits issued under ALC-23-4.
- 3) That Craig Silber stipulates, for the purpose of this agreement, that the complaint is accurate and alleges sufficient facts that if found true, could result in the suspension or revocation of his licenses and permits issued under ALC-23-4.
- 4) That based upon the above information and agreements, licensing agent Craig Silber for the Flying Unicorn LLC does agree to voluntarily close the entirety of the establishment for business for a period of three consecutive days in lieu of the City proceeding forward with the summons and complaint on the matter. The closures will be as follows:


- Friday, May 31, 2024 (business hours 6:00 AM to 2:30 AM)
- Saturday, June 1, 2024 (business hours 6:00 AM to 2:30 AM)
- Sunday, June 2, 2024 (business hours 6:00 AM to 2:00 AM)

- 5) That the allegations which form the basis of this stipulation shall not be used as grounds for any future suspension, revocation, or non-renewal proceeding, except to the extent that the facts alleged in the complaint demonstrate a pattern of conduct by the Flying Unicorn LLC.
- 6) That the city will move to dismiss the current complaint against the licensee once those voluntary closure dates have been completed.
- 7) That the West Allis Common Council must approve this stipulation prior to it becoming effective.
- 8) That if the West Allis Common Council does not approve this agreement, the matter shall be set for a hearing in front of the West Allis Public Safety Committee to determine whether the allegations in the complaint are true.
- 9) That if the West Allis Common Council approves this stipulation, the City of West Allis and the Flying Unicorn LLC are bound by the terms of the stipulation and failure to comply with said terms will result in the matter being referred to the Public Safety Committee or West Allis Common Council for a hearing on this matter.



Craig Silber
Licensing agent for Flying Unicorn LLC
DBA The Thirsty Cactus Saloon

5/21/2024
Date



Nicholas S. Cerwin
Deputy City Attorney
City of West Allis

5/21/2024
Date



City Clerk
clerk@westalliswi.gov

June 17, 2024

Craig Silber
6108 W Burnham St
West Allis, WI 53219

RE: Notice of Hearing for Craig Silber for revocation, suspension and/or non-renewal of ALC-23-4 "Class B Tavern and Public Entertainment Permit", The Thirsty Cactus Saloon Flying Unicorn LLC at 6108 W Burnham St

Craig Silber:

You are hereby notified of the City's intention to revoke, suspend and/or non-renew your license.

The Public Safety Committee orders you to appear at a scheduled, televised hearing before the Public Safety Committee on June 25, 2024, at 7:00 pm in Room 128 at City Hall, 7525 W. Greenfield Avenue.

If the you fail to appear for the scheduled hearing, the allegations of the complaint shall be taken as true and the license may be revoked, suspended and/or non-renewed by the West Allis Common Council.

Please park in the parking lot on the south side of the building.

If you have questions, email clerk@westalliswi.gov.

**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND RECOMMENDATION**

**Flying Unicorn LLC
D/B/A The Thirsty Cactus Saloon**

**Premises Location:
6108 W. Burnham Street
West Allis, WI 53219**

Agent: Craig Silber

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

Upon consideration of the complaint presented at the Public Safety Committee on May 21, 2024, in addition to the evidentiary hearing and deliberations held by the Public Safety Committee on June 25, 2024, the Committee finds the following:

FINDINGS OF FACT:

1. That Flying Unicorn LLC, doing business as The Thirsty Cactus Saloon, holds a “Class B” intoxicating liquor license and a Class “B” fermented malt beverage license (together identified on the license as a “Class B Tavern License”), and a Public Entertainment Permit, all issued under license number ALC-23-4 , for the premises located at 6108 W. Burnham Street, State of Wisconsin, for the license period running July 1, 2023 to June 30, 2024. ALC-23-4 was subsequently renewed during the pendency of this hearing process under the same license for the period running July 1, 2023, to June 30, 2025.

2. That Craig Silber is the agent appointed pursuant to Wis. Stat. § 125.04(6)(a) for license number ALC-23-4.
3. That on May 13, 2024, Craig Silber, as registered agent of Flying Unicorn LLC was served with a copy of the summons and complaint in this matter.
4. That on or about May 21, 2024, Craig Silber, as registered agent of Flying Unicorn LLC, attended the original hearing date identified in the original summons and denied the material allegations in the complaint. At that time the matter was set for a hearing in front of the West Allis Public Safety Committee.
5. That on June 25, 2024, the Public Safety Committee held an evidentiary hearing regarding the allegations in the complaint against Flying Unicorn LLC. The committee heard testimony from Craig Silber, Mary Markes, Officer Allison Clark, Sargent Adam Stikl, and Officer Ryan Schultz as to the allegations in the complaint.
6. That on said date at the close of evidence, the Public Safety Committee deliberated and came to the conclusion that the allegations in the complaint are substantially true as alleged in the complaint based on all of the sworn testimony presented and considered.

CONCLUSIONS OF LAW

1. That Thirsty Cactus LLC was properly served at least three (3) days and not more than ten (10) days before the licensee was commanded to appear and that service was accomplished in a manner provided under Wis. Stat. Ch. 801 for service in civil actions as commanded by Wis. Stat. 125.12(2)(ar).

2. That based upon the sworn testimony presented to the Committee by the parties, the West Allis Public Health Committee finds the allegations in the complaint to be substantially true including:

“Class B” intoxicating liquor license and a Class “B” fermented malt beverage licenses:

- a. the Licensee has violated Wis. Stat. § 125.12(2)(ag)1 regarding improperly selling, vending, dealing, or trafficking alcoholic beverages to persons who are intoxicated in violation of Wis. Stat. § 125.07(2)(a)2.
- b. the Licensee has violated Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcohol to an underage person not accompanied by a parent, guardian, or spouse who has attained the legal drinking age in violation Wis. Stat. § 125.07(1)(a)2.

Public Entertainment License:

- c. the Licensee has violated West Allis Municipal Code § 9.51(1)b because the licensee has failed to maintain order at the premises due to the aforementioned law violations.

3. That these conclusions by the Public Safety Committee form a sufficient basis, pursuant to Wis. Stat. § 125.12(2)(b)2 and WAMC §§ 9.51 and 9.60(5) to impose a suspension of license ALC-23-4 of not less than 10 days nor more than 90 days or to revoke the license.

RECOMMENDATION

Therefore, the Public Safety Committee recommends to the Common Council of the City of West Allis that the 2024-2025 “Class B” intoxicating liquor license and Class “B” fermented malt beverage license (together identified on the license as a “Class B Tavern License”), and a Public Entertainment Permit, all issued under license number ALC-23-4 , for the premises located at 6108 W. Burnham Street, State of Wisconsin, and issued to Flying Unicorn LLC, be suspended for a total period of _____ consecutive days.

This suspension shall begin at 12:01 A.M. on _____, 2024, and will expire at 11:59 PM on _____, 2024. It is further the recommendation of the Committee that the premises be closed for business during this suspension and not allow patrons within the business for any purpose during the suspension period.

Dated this _____ of January, 2023.

By: _____

Alderson Suzzette Grisham
Acting Chair
License and Health Committee
West Allis Common Council

**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

SUMMONS

Mary Markes

**RE: BART-511
Class D Operator's License**

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

THE WEST ALLIS COMMON COUNCIL TO Mary Markes:

 You are hereby notified that a summons to appear in court is attached as
been duly made and the undersigned a hearing on suspension of operation of the
operator's license issued to you on the license number BART-511. This
summons to appear is a hearing on suspension of operation of the above
reference license is so forth pursuant to the provision of the State of Wisconsin
and the est. Act of the City of West Allis.


NOW THEREFORE you are hereby summoned to appear before
the Public Safety Committee of the City of West Allis on or before the first meeting
of the committee at 7:00 PM on Monday, January 14, 2013, at the City of West Allis
located at 1000 Greenfield Avenue in the City of West Allis.
As soon as possible after this summons is received, you are to appear in person or by
in the County of Milwaukee or by the representative of the County of Milwaukee.

In the case of your failure to appear as required by this summons the allegations in the complaint against you shall be taken as true and the Board of Safety of the West Virginia State Police shall be authorized to take such action as it may deem proper to the end that you may be held in custody. The Board of Safety may then vote to suspend or revoke your license.

You are notified that if you appear as required by this summons and contest the allegations in the complaint a hearing shall be held at a date to be set by the Board of Safety of the West Virginia State Police at which time you may be represented by counsel. Cross examination of the witnesses who testify against you and present witnesses in your own defense. A written transcript of said hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Date at West Virginia is signed this ____ day of May 2000

ESTABLISHED IN UNIFORM

By 
Rebecca G. Gull
County Attorney and Clerk

**WEST ALLIS COMMON COUNCIL
PUBLIC SAFETY COMMITTEE
CITY OF WEST ALLIS**

**In the Matter of the
Complaint Against**

COMPLAINT

Mary Markes

**RE: BART-511
Class D Operator's License**

**STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)**

Corporal Douglas Sayeg of the West Allis Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. § 125.12(2)(ag) against Mary Markes as follows:

1. That this complaint is based upon information contained within official records maintained by the City of West Allis and the City of West Allis Police Department that the complainant has used in the past and found to be reliable.

Parties and License Information

2. That the complainant is a resident of the City of West Allis.
3. That Mary Markes is the current holder of an Operator's License issued pursuant to Wis. Stat. §125.17 under the license number BART-511 for the period running from July 1, 2022 to June 30, 2024.

Incidents Subject to Complaint

Count 1: November 30, 2023

4. That on November 30, 2023, the West Allis Police Department conducted tavern checks at several alcohol establishments within the city. West Allis Police Officer Adam Stikl reported that the police department worked with a 19-year-old female identified by initials R.L.D (d.o.b. 1/30/2004) to help their investigation.
5. Officer Adam Stikl reported that he was present and watched the actions of R.L.D. within The Thirsty Cactus Saloon. Officer Stikl reported that R.L.D. was served an alcoholic beverage without showing any identification while she was under the age of twenty-one years old. Officer Stikl reported that on December 1, 2023, he made contact with licensing agent, Craig Silber, who partially identified the server as Mary Markes. Officer Stikl reported that he was able to confirm Markes was the bartender that served R.L.D. while she was under the age of 21 years old.

Count 2: April 8, 2024

6. That on April 8, 2024, the West Allis Police Department conducted tavern checks at several alcohol establishments within the city. West Allis Police Officer Ryan Schultz reported that the police department worked with a 20-year-old male identified by initials N.A.S. (DOB 1/8/2004) to aid their investigation.
7. Officer Schultz reported that he and Officer Mussatti entered the Thirsty Cactus Saloon on said date to observe the interaction between N.A.S. and the establishment. Officers observed N.A.S. order an alcoholic beverage and he was served the beverage without being asked for an ID or age. Mary Markes was the bartender during this interaction. The officers reported that upon seeing the male leave, the bartender immediately made a phone call and appeared to be distressed.

8. Police made contact with the bartender, Mary Markes, who was very apologetic about her mistake. She reported that she believed N.A.S. was over the age of 21 and that is why she did not ID him.

Violations of State Law and Local Code

9. That the Operator's License issued to Mary Markes is subject to suspension or revocation for violating Wis. Stat. § 125.12(2)(ag)1 regarding a licensee improperly selling, vending, dealing, or trafficking alcohol to an underage person not accompanied by a parent, guardian, or spouse who has attained the legal drinking age in violation Wis. Stat. § 125.07(1)(a)2 found in count 1 and 2.¹

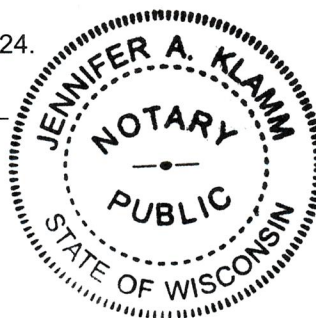
WHEREFORE, Corporal Douglas Sayeg requests that Mary Markes be summoned to appear before the Public Safety Committee of the West Allis Common Council to answer this complaint and, if the material allegations of the complaint are denied, that a hearing be held to determine whether the Operator's License issued to Mary Markes should be revoked or suspended.

Dated this 11th day of May, 2024.

By: Douglas Sayeg
City of West Allis Police Department

Subscribed and sworn to before me
this 11 day of May, 2024.

Jennifer A. Klamm
(Name)
Notary Public, State of Wisconsin
My Commission expires:



02/09/28

^{1.1} Wis. Stat. § 125.12(1)(b)2 mandates that no violation for service to an underage individual may be considered unless the licensee or permittee has committed another violation within one year proceeding the violation. If the licensee or permittee has committed two or more violations within one year, all violations committed within one year may be considered.



June 17, 2024

Mary Markes
628 N 77th St
Wauwatosa, WI 53214

RE: Notice of Hearing for Mary Markes for revocation, suspension and/or non-renewal of Bart-511 "Class D Operator (Bartender)".

Mary Markes:

You are hereby notified of the City's intention to revoke, suspend and/or non-renew your license.

The Public Safety Committee orders you to appear at a scheduled, televised hearing before the Public Safety Committee on June 25, 2024, at 7:00 pm in Room 128 at City Hall, 7525 W. Greenfield Avenue.

If the you fail to appear for the scheduled hearing, the allegations of the complaint shall be taken as true and the license may be revoked, suspended and/or non-renewed by the West Allis Common Council.

Please park in the parking lot on the south side of the building.

If you have questions, email clerk@westalliswi.gov.

**CITY OF WEST ALLIS
ORDINANCE O-2024-0025**

**ORDINANCE TO AMEND THE PUBLIC BEAUTIFICATION COMMITTEE
ORGANIZATION**

AMENDING SECTION 2.415

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

SECTION 1: **AMENDMENT** “2.415 Public Beautification Committee” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.415 Public Beautification Committee

1. The Public Beautification Committee shall consist of the following members:
 - a. ~~Forestry and Grounds Maintenance Superintendent~~The public works director or their designee, who shall serve as Chair
 - b. One resident from each aldermanic district to be appointed by the Mayor and confirmed by the Common Council. Each member's term shall expire on December 31 of even-numbered years.
 - c. Five residents of the City to be appointed by the Mayor and confirmed by the Common Council. Each member's term shall expire on December 31 of odd-numbered years.
~~Of the ten (10) citizen members, two (2) selected from each Ward, in such manner that the initial term of five (5) members shall be one (1) year and the remaining five (5) members shall be for two (2) years. All future appointments shall be for a term of two (2) years. Term of the Forestry and Grounds Maintenance Superintendent shall be indefinite; all others shall terminate on December 31 of each year following their appointment. The Committee shall meet at least once a month and report periodically to the Public Works Committee and to the Mayor.~~
2. The Public Beautification Committee shall:
 - a. ~~Study and analyze conditions, needs and problems in West Allis and recommend improvements in the quality or urban environment~~(Reserved.)
 - b. Help unite citizens toward a common goal of civic pride.
 - c. ~~Prepare a program to continually improve the attractiveness of our City~~Identify, recognize, and award buildings and land within the City that are exceptionally well-maintained and improved through investment by the owner or occupant, thus encouraging the kind of neighborhood and community pride

that is the best defense against blight and decay. [~~Ord. 6264, 10/29/1996;~~
~~Ord. 6265, 10/29/1996]~~

d. Meet semi-annually, or more frequently at the call of the chair, and report periodically to the Public Works Committee and to the Mayor.

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2024-0030**

**ORDINANCE TO RECLASSIFY THE COMMUNICATIONS ASSISTANT
POSITION AND RETITLE CERTAIN PUBLIC SAFETY AND GENERAL
COMMUNICATIONS AND MARKETING POSITIONS**

AMENDING SALARY SCHEDULE

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

Communications Assistant is retitled Print and Production Specialist and reclassified from Salary Grade E1 to F1

Communications Manager is retitled Public Safety Communications Manager

Communications Supervisor is retitled Public Safety Communications Supervisor

Communications Strategist is retitled Marketing and Engagement Strategist

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

A M E N D M E N T

Salary Schedule

1. Establishment
 - a. Compensation Paid. City employees and officers shall receive compensation based on the salary schedule in this ordinance, the terms of an employment contract, or the terms of a collective bargaining agreement.
 - b. Residency Defined. If an employee or officer's compensation is based that person being a City resident, residency shall be determined based upon the same factors as domicile or legal residence is determined for Wisconsin state income tax purposes.
2. Automatic Cost of Living Adjustments. This salary schedule does not include an automatic adjustment for personnel in conformity with fluctuations upwards and downwards in the cost of living.
3. Employee and Appointed Officer Salaries. Each City employee and officer who holds a position recognized within the salary schedule below shall receive compensation within the range assigned to the salary grade for that employee's or officer's position.

Start Date	End Date	Salary Schedule	Ordinance
7/10/24	None	Link	O-2024-0030

3/19/24	7/9/24 None	Link	O-2024-0015
2/6/24	3/18/24	Link	O-2024-0003
1/7/24	2/5/24	Link	O-2023-0093
11/14/23	1/6/24	Link	O-2023-0075
9/19/23	11/13/23	Link	O-2023-0066
9/5/23	9/18/23	Link	O-2023-0064
7/18/23	9/4/23	Link	O-2023-0055
5/16/23	7/17/23	Link	O-2023-0041
5/2/23	5/15/23	Link	O-2023-0038
4/18/23	5/1/23	Link	O-2023-0032
3/7/23	4/17/23	Link	O-2023-0014
1/8/23	3/6/23	Link	O-2023-0006 O-2022-0167
10/16/22	1/7/23	Link	O-2022-0149
9/18/22	10/15/22	Link	O-2022-0140
9/4/22	9/17/22	Link	O-2022-0128
7/12/22	9/3/22	Link	O-2022-0107
6/7/22	7/11/22	Link	O-2022-0090
5/3/22	6/6/22	Link	O-2022-0084
4/19/22	5/2/22	Link	O-2022-0075
4/7/22	4/18/22	Link	O-2022-0047
2/2/22	4/6/22	Link	O-2022-0036
1/11/22	2/1/22	Link	O-2022-0012
10/3/21	1/10/22	Link	O-2021-0076
7/13/21	10/2/21	Link	O-2021-0051
6/15/21	7/12/21	Link	O-2021-0049
6/1/21	6/14/21	Link	O-2021-0042
3/2/21	5/31/21	Link	O-2021-0022
2/2/21	3/1/21	Link	

12/15/20	2/1/21	Link	O-2020-0058
10/18/20	12/17/20	Link	
9/1/20	10/17/20	Link	
3/17/20	8/31/20	Link	
3/3/20	3/16/20	Link	
1/7/20	3/2/20	Link	
8/6/19	1/6/20	Link	
3/19/19	8/5/19	Link	
10/16/18	3/18/19	Link	
10/2/18	10/15/18	Link	
6/19/18	10/1/18	Link	
4/17/18	6/18/18	Link	
3/6/18	4/16/18	Link	
1/14/18	3/5/18	Link	

4. Elected Officer Salaries. Elected officers shall receive annual salaries as indicated in this subsection. Salaries for elected officers shall be paid in biweekly payments in the same manner as employees and appointed officers.

a. Alderperson

Date	Annual Salary
Effective 4/21/2020	\$10,000
Effective 1/1/2021	\$10,200
Effective 1/1/2022	\$10,400
Effective 1/1/2023	\$10,600
Effective 1/1/2024	\$10,800
Effective 1/1/2025	\$11,000

b. Mayor

Date	Annual Salary

Effective 4/21/2020	\$73,583.75
Effective 4/20/2021	\$75,791.26
Effective 4/19/2022	\$78,065.00
Effective 4/18/2023	\$80,406.95
Effective 4/17/2024	\$82,819.16
Effective 1/1/2025	\$85,303.73
Effective 1/1/2026	\$87,862.84
Effective 1/1/2027	\$90,498.73
Effective 1/1/2028	\$93,213.69

c. Municipal Judge

Date	Annual Salary
Effective 5/1/2019	\$69,603.82

5. Hourly Employee Pay Rates. Each City employee who holds a position recognized below shall receive compensation within the range assigned but shall not receive benefits. The rates assigned to any position shall increase by 5% if the employee is a City resident.

Position	Minimum Hourly Pay	Maximum Hourly Pay
Children's Program Care Provider	\$10.00	\$14.71
Code Enforcement Part-Time Inspector	\$24.51	\$29.41
Co-Facilitator (WISH)	\$25.00	\$30.00
Co-op/Intern/Temporary Seasonal Laborer	\$12.00	\$20.00
Community Service Officer	\$20.00	\$25.00
Lead Library Page	\$12.00	\$17.00
Library Page	\$10.00	\$12.00
Market Attendant	\$18.79	\$25.77
Neighborhood Partnership Specialist	\$18.00	\$23.00
Part-Time Cleaner	\$17.00	\$21.00

Police Background Investigator	\$24.51	\$29.41
--------------------------------	---------	---------

6. Election Official Pay Rates. Any person who is appointed as an election official under Wis. Stat. 7.30 or seeking that appointment shall receive compensation of:
- a. \$150.00 per full day of work on election day as an inspector. The city clerk may authorize up to \$50.00 in additional pay for meeting performance metrics established by the city clerk.
 - b. \$175.00 per full day of work on election day as an assistant chief inspector. The city clerk may authorize up to \$75.00 in additional pay for meeting performance metrics established by the city clerk.
 - c. \$200.00 per full day of work on election day as a chief inspector of a polling place. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
 - d. \$25.00 for attending an instructional meeting prior to election day.
 - e. \$15.00 per hour for any of the following:
 - i. training prior to election day.
 - ii. working as a special voting deputy under Wis. Stat. 6.875.
 - f. \$375.00 per full day of work on election day as chief inspector of the location canvassing absentee ballots under Wis. Stat. 7.52. The city clerk may authorize up to \$100.00 in additional pay for meeting performance metrics established by the city clerk.
7. Unlisted Positions. Each City employee and officer who holds a position not recognized within this salary schedule shall receive compensation in the manner described in that employee's or officer's employment contract or collective bargaining agreement.

[Fire Department Salary Schedule - Effective 1/1/22-12/31/25 \(Link\)](#)
[Fire Department Salary Schedule - Effective 4/5/20-12/31/21 \(Link\)](#)

Wis. Stat. 7.03, 62.09(6), 66.0507, 755.04

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after July 10, 2024.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

CITY OF WEST ALLIS SALARY SCHEDULE

Effective July 10, 2024

FLSA EXEMPT - 2

	NON-RESIDENT							
	87.5%	90%	92.5%	95%	97.5%	100%	High	125%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
R2	110,718.40	113,880.00	117,041.60	120,203.20	123,364.80	126,526.40	►	158,163.20
	4,258.40	4,380.00	4,501.60	4,623.20	4,744.80	4,866.40		6,083.20
	53.23	54.75	56.27	57.79	59.31	60.83		76.04

Assistant City Administrator/Talent & Strategy Dir.
City Attorney
City Engineer
Director of Public Works

Finance Director
Fire Chief*
Health Commissioner/City Sealer
Police Chief*

Q2	101,504.00	104,395.20	107,307.20	110,198.40	113,110.40	116,001.60	►	144,996.80
	3,904.00	4,015.20	4,127.20	4,238.40	4,350.40	4,461.60		5,576.80
	48.80	50.19	51.59	52.98	54.38	55.77		69.71

Assistant Fire Chief**
Deputy Police Chief - Operations**
Deputy Police Chief - Support Services**

Director of Information Technology
Marketing Director

P2	96,907.20	99,673.60	102,440.00	105,206.40	107,972.80	110,739.20	►	138,424.00
	3,727.20	3,833.60	3,940.00	4,046.40	4,152.80	4,259.20		5,324.00
	46.59	47.92	49.25	50.58	51.91	53.24		66.55

Code Enforcement Director
Library Director

Deputy City Attorney

O2	92,289.60	94,931.20	97,572.80	100,193.60	102,835.20	105,476.80	►	131,851.20
	3,549.60	3,651.20	3,752.80	3,853.60	3,955.20	4,056.80		5,071.20
	44.37	45.64	46.91	48.17	49.44	50.71		63.39

Captain (Police)**

N2	87,692.80	90,188.80	92,705.60	95,201.60	97,718.40	100,214.40	►	125,278.40
	3,372.80	3,468.80	3,565.60	3,661.60	3,758.40	3,854.40		4,818.40
	42.16	43.36	44.57	45.77	46.98	48.18		60.23

Assistant City Engineer
Assistant Director of Public Works
Battalion Chief**
City Assessor
City Treasurer

Deputy Finance Director
Deputy Fire Chief **
Deputy Health Commissioner
Economic Development Executive Director
Lieutenant (Police)**

M2	83,116.80	85,488.00	87,859.20	90,251.20	92,622.40	94,993.60	►	118,747.20
	3,196.80	3,288.00	3,379.20	3,471.20	3,562.40	3,653.60		4,567.20
	39.96	41.10	42.24	43.39	44.53	45.67		57.09

None

* Annual Holiday Allowance Additional

^ Compression Adjustment

	RESIDENT (+5.00%)							
	87.5%	90%	92.5%	95%	97.5%	100%	High	125%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
	116,251.20	119,579.20	122,886.40	126,214.40	129,542.40	132,849.60	►	166,067.20
	4,471.20	4,599.20	4,726.40	4,854.40	4,982.40	5,109.60		6,387.20
	55.89	57.49	59.08	60.68	62.28	63.87		79.84

	106,579.20	109,616.00	112,673.60	115,710.40	118,768.00	121,804.80	►	152,256.00
	4,099.20	4,216.00	4,333.60	4,450.40	4,568.00	4,684.80		5,856.00
	51.24	52.70	54.17	55.63	57.10	58.56		73.20

	101,753.60	104,665.60	107,556.80	110,468.80	113,380.80	116,272.00	►	145,350.40
	3,913.60	4,025.60	4,136.80	4,248.80	4,360.80	4,472.00		5,590.40
	48.92	50.32	51.71	53.11	54.51	55.90		69.88

	96,907.20	99,673.60	102,460.80	105,206.40	107,972.80	110,760.00	►	138,444.80
	3,727.20	3,833.60	3,940.80	4,046.40	4,152.80	4,260.00		5,324.80
	46.59	47.92	49.26	50.58	51.91	53.25		66.56

	92,081.60	94,702.40	97,344.00	99,964.80	102,606.40	105,227.20	►	131,539.20
	3,541.60	3,642.40	3,744.00	3,844.80	3,946.40	4,047.20		5,059.20
	44.27	45.53	46.80	48.06	49.33	50.59		63.24

	87,276.80	89,772.80	92,248.00	94,764.80	97,260.80	99,736.00	►	124,675.20
	3,356.80	3,452.80	3,548.00	3,644.80	3,740.80	3,836.00		4,795.20
	41.96	43.16	44.35	45.56	46.76	47.95		59.94

CITY OF WEST ALLIS SALARY SCHEDULE

Effective July 10, 2024

NON-RESIDENT									RESIDENT (+5.00%)								
	87.5%	90%	92.5%	95%	97.5%	100%	High	125%		87.5%	90%	92.5%	95%	97.5%	100%	High	125%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
L2	78,520.00	80,766.40	82,992.00	85,238.40	87,484.80	89,731.20	►	112,174.40		82,451.20	84,801.60	87,152.00	89,502.40	91,852.80	94,224.00	►	117,790.40
	3,020.00	3,106.40	3,192.00	3,278.40	3,364.80	3,451.20		4,314.40		3,171.20	3,261.60	3,352.00	3,442.40	3,532.80	3,624.00		4,530.40
	37.75	38.83	39.90	40.98	42.06	43.14		53.93		39.64	40.77	41.90	43.03	44.16	45.30		56.63
Deputy City Clerk Library Manager Manager of Planning & Zoning Network and Security Administrator									Principal Assistant City Attorney Principal Engineer WIC Program Director								
K2	73,902.40	76,003.20	78,124.80	80,225.60	82,347.20	84,448.00	►	105,560.00		77,604.80	79,809.60	82,035.20	84,240.00	86,465.60	88,670.40	►	110,843.20
	2,842.40	2,923.20	3,004.80	3,085.60	3,167.20	3,248.00		4,060.00		2,984.80	3,069.60	3,155.20	3,240.00	3,325.60	3,410.40		4,263.20
	35.53	36.54	37.56	38.57	39.59	40.60		50.75		37.31	38.37	39.44	40.50	41.57	42.63		53.29
Adult Services & Circulation Supervisor Business Manager Cataloging & Technical Processing Librarian Community Engagement Coordinator Development Project Manager Electrical Maintenance Manager Environmentalist Team Lead Facilities Manager Fleet Services Manager Forestry & Parks Manager									Lead Project Nutritionist Lead Public Health Nurse Municipal Court Administrator Professional Engineer Public Safety Communications Manager IT Supervisor Risk Manager Sanitation & Streets Manager Water Systems Manager								
J2	69,305.60	71,281.60	73,257.60	75,254.40	77,230.40	79,206.40	►	99,008.00		72,779.20	74,838.40	76,918.40	79,019.20	81,099.20	83,158.40	►	103,958.40
	2,665.60	2,741.60	2,817.60	2,894.40	2,970.40	3,046.40		3,808.00		2,799.20	2,878.40	2,958.40	3,039.20	3,119.20	3,198.40		3,998.40
	33.32	34.27	35.22	36.18	37.13	38.08		47.60		34.99	35.98	36.98	37.99	38.99	39.98		49.98
Assistant City Attorney Children Services Supervisor Code Enforcement Officer - Supervisor Community Development Senior Planner (Communications Strategist) Deputy Treasurer/Senior Accountant Engineer & Professional Land Surveyor Environmentalist Coordinator									GIS Administrator HR Generalist - Lead Public Health Nurse Coordinator Public Health Specialist Coordinator [Marketing and Engagement Strategist] Senior Accountant Street & Sewer Supervisor Tourism and Event Manager								
I2	64,688.00	66,539.20	68,369.60	70,220.80	72,072.00	73,923.20	►	92,414.40		67,932.80	69,867.20	71,780.80	73,736.00	75,670.40	77,625.60	►	97,032.00
	2,488.00	2,559.20	2,629.60	2,700.80	2,772.00	2,843.20		3,554.40		2,612.80	2,687.20	2,760.80	2,836.00	2,910.40	2,985.60		3,732.00
	31.10	31.99	32.87	33.76	34.65	35.54		44.43		32.66	33.59	34.51	35.45	36.38	37.32		46.65
Civil Engineer Community Health Registered Dietitian Customer Service Administrator Customer Service Center Supervisor Database Administrator Environmentalist HR Generalist Lead Planner Public Health Nurse									Public Health Social Worker Public Health Specialist Public Safety Communications Supervisor Sanitation Supervisor Senior Buyer Senior Center Coordinator Solutions Analyst Supply Chain Purchasing Supervisor								

CITY OF WEST ALLIS SALARY SCHEDULE

Effective July 10, 2024

	NON-RESIDENT									RESIDENT (+5.00%)							
	87.5%	90%	92.5%	95%	97.5%	100%	High	125%		87.5%	90%	92.5%	95%	97.5%	100%	High	125%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
H2	60,112.00	61,838.40	63,544.00	65,270.40	66,976.00	68,702.40	►	85,883.20		63,128.00	64,937.60	66,726.40	68,536.00	70,324.80	72,134.40	►	90,168.00
	2,312.00	2,378.40	2,444.00	2,510.40	2,576.00	2,642.40		3,303.20		2,428.00	2,497.60	2,566.40	2,636.00	2,704.80	2,774.40		3,468.00
	28.90	29.73	30.55	31.38	32.20	33.03		41.29		30.35	31.22	32.08	32.95	33.81	34.68		43.35

Community Health Education Coordinator
Deputy Clerk - Elections
Housing Coordinator

Librarian
Office Supervisor

G2	55,494.40	57,075.20	58,656.00	60,257.60	61,838.40	63,419.20	►	79,268.80		58,260.80	59,924.80	61,588.80	63,273.60	64,937.60	66,580.80	►	83,241.60
	2,134.40	2,195.20	2,256.00	2,317.60	2,378.40	2,439.20		3,048.80		2,240.80	2,304.80	2,368.80	2,433.60	2,497.60	2,560.80		3,201.60
	26.68	27.44	28.20	28.97	29.73	30.49		38.11		28.01	28.81	29.61	30.42	31.22	32.01		40.02

Accountant
Community Health Nutritionist

Economic Development Specialist

FLSA NON-EXEMPT - 1

	NON-RESIDENT								RESIDENT (+5.00%)							
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%	87.5%	90%	92.5%	95%	97.5%	100%	High	120%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
J1	33.32	34.27	35.22	36.18	37.13	38.08	►	45.70	34.99	35.98	36.98	37.99	38.99	39.98	►	47.99

Fleet Manager

Lead Electrical Mechanic

I1	31.10	31.99	32.87	33.76	34.65	35.54	►	42.65		32.66	33.59	34.51	35.45	36.38	37.32	►	44.78
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Business Operations Specialist
Commercial Construction Inspector
Electrical Mechanic
Facility and Sign Specialist

Forestry and Parks Specialist
Lead Equipment Mechanic
Plumber
Zoning Administrator and City Process Liaison

H1	28.90	29.73	30.55	31.38	32.20	33.03	►	39.64		30.35	31.22	32.08	32.95	33.81	34.68	►	41.62
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Appraiser
Crime Analyst
Engineering Technician - IT Systems
Engineering Technician - Traffic & Utilities
Equipment Mechanic II

PC Network Specialist
Residential Construction Inspector
Victim Advocate
Water Lead Person

G1	26.68	27.44	28.20	28.97	29.73	30.49	►	36.59		28.01	28.81	29.61	30.42	31.22	32.01	►	38.42
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Assessment Technician
Boring Operator
Building Maintenance Technician
Code Enforcement Officer
Community Health Specialist
Customer Service Specialist - Lead
Dental Hygienist
Directional Boring Operator
Engineering Technician

Equipment Mechanic I
Equipment Operations Specialist
Graphic Design/Production Specialist
HVAC Technician
Maintainer
Neighborhood Services Specialist
Planner
Tradesperson - Carpenter

CITY OF WEST ALLIS SALARY SCHEDULE

Effective July 10, 2024

NON-RESIDENT									RESIDENT (+5.00%)								
	87.5%	90%	92.5%	95%	97.5%	100%	High	120%		87.5%	90%	92.5%	95%	97.5%	100%	High	120%
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Perf.	Max
F1	24.47	25.16	25.86	26.56	27.26	27.96	►	33.55		25.69	26.42	27.15	27.89	28.62	29.36	►	35.23
Associate Planner City Clerk Specialist Customer Service Specialist Dispatcher Engineering Services Specialist Equipment Operator Housing Navigator Inventory Services Specialist Lead Clerk Records Unit									Library Assistant Maintenance Repairer Payroll Administrator [Print and Production Specialist] Pumping Station Operator Rehabilitation Specialist Senior Video Producer Truck Driver - Lead								
E1	22.25	22.89	23.52	24.16	24.79	25.43	►	30.52		23.36	24.03	24.70	25.37	26.03	26.70	►	32.05
Accounting Specialist Administrative Support Specialist Administrative Support Specialist - Police Body Camera Arborist Assistant Pumping Station Operator Carpenter (Communications Assistant) Community Health Technician Deputy Registrar Fleet Maintenance Technician									Health Screening Technician Human Resources Specialist Lead Library Technician Legal Secretary - Principal Municipal Court Clerk Painter Parking Control Operator PC Technician Property Room Technician Truck Driver								
D1	20.04	20.61	21.18	21.76	22.33	22.90	►	27.48		21.04	21.64	22.24	22.85	23.45	24.05	►	28.85
Administrative Support Assistant Environmental Technician Legal Secretary - Senior									Sign Painter Utility Locate Technician								
C1	18.55	19.08	19.61	20.14	20.67	21.20	►	25.44		19.48	20.03	20.59	21.15	21.70	22.26	►	26.71
Circulation Services Representative Custodian/Janitor Laborer Library Technician									Municipal Court Assistant Park Attendant Water Meter Technician								
B1	17.19	17.68	18.17	18.66	19.15	19.64	►	23.57		18.05	18.56	19.08	19.59	20.11	20.62	►	24.75
Clerical Assistant									Yard Attendant								
A1	15.90	16.35	16.81	17.26	17.72	18.17	►	21.80		16.70	17.17	17.65	18.12	18.61	19.08	►	22.89
WIC Breastfeeding Peer Counselor																	

**CITY OF WEST ALLIS
RESOLUTION R-2024-0334**

**RESOLUTION ACCEPTING WORK OF VISU-SEWER FOR SANITARY AND
STORM LINING AND GROUTING AND AUTHORIZING AND DIRECTING
SETTLEMENT OF SAID CONTRACT IN ACCORDANCE WITH CONTRACT
TERMS OF 2022 PROJECT NO. 17 FOR FINAL PAYMENT IN THE AMOUNT OF
\$12,457.50**

WHEREAS, Visu-Sewer has completed their contractual obligations in accordance with the plans and specifications therefore, attested by the approval for payment by the City Engineer.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the work of:

Visu-Sewer - 2022 Project No.17

for sanitary sewer and storm sewer lining, sanitary sewer and storm sewer spot lining, sanitary sewer grouting and sanitary manhole grouting in:

Various Locations throughout City of West Allis

be and the same is hereby accepted, and the proper City officers are hereby authorized and directed to make settlement with the said contractor in accordance with terms of said contract.

SECTION 1: **ADOPTION** “R-2024-0334” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0334(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0336**

**RESOLUTION TO ACCEPT PROPOSED NATIONAL OPIOID SETTLEMENT
WITH KROGER**

WHEREAS, A new proposed national opioids settlement has been reached with Kroger; and

WHEREAS, the City is eligible to receive direct payments from national opioids settlement matters pursuant to Wis. Stat. 165.12(7)(a);

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the City Attorney is hereby authorized to join the national opioids settlement against Kroger and execute any necessary documents.

SECTION 1: **ADOPTION** “R-2024-0336” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0336(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

West Allis city, WI
Reference Number: CL-799039

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Wisconsin is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024 , in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: West Allis city	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**CITY OF WEST ALLIS
RESOLUTION R-2024-0337**

**RESOLUTION AMENDING THE EXISTING PROFESSIONAL SERVICES
CONTRACT WITH AECOM TECHNICAL SERVICES, INC. (ATS) TO PROVIDE
CONSULTING SERVICES FOR WPDES PERMIT COMPLIANCE FOR FIELD
SCREENING THE CITY'S OUTFALLS IN 2024 FOR AN ADDITIONAL SUM NOT
TO EXCEED \$20,500**

WHEREAS, Wisconsin Administrative Code NR 216 requires the City of West Allis to have a WPDES Stormwater Permit; and,

WHEREAS, in 2020, the Wisconsin Department of Natural Resources renewed the City of West Allis WPDES Stormwater Permit; and,

WHEREAS, in part, the permit sets forth a compliance schedule for implementing various programs and activities; and,

WHEREAS, ATS has continued to provide professional services relative to the City's Stormwater Utility and WPDES permit requirements through 2024; and,

WHEREAS, ATS, will continue, in compliance with the permit requirements, to screen the City's outfalls as required of the WPDES Permit for 2024; and,

WHEREAS, given ATS's comprehensive knowledge of and continued involvement with the City of West Allis storm sewer system makes it inappropriate to issue a request for proposals from other consulting firms.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated July 10, 2024 for consulting services is hereby amended to provide the continuation of the same services as well as the additional services described in the amended scope of services in 2024, for a sum not to exceed \$20,500, the funding of such services shall be paid by the City's Stormwater Utility and charged to Account Number 540-1807-538.30-02.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to amend the Professional Services Contract with ATS.

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 ATS as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

SECTION 1: **ADOPTION** “R-2024-0337” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0337(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0347**

**RESOLUTION TO AMEND AN EXISTING CONTRACT WITH KL
ENGINEERING, INC. FOR CONSULTING SERVICES RELATED TO THE
CONSTRUCTION OVERSIGHT OF THE STREET LIGHTING CONVERSION FOR
AN AMOUNT NOT TO EXCEED \$160,000**

WHEREAS, the City had an existing agreement with KL Engineering, Inc. to design and oversee the construction of the City's street lighting conversion process; and,

WHEREAS, the City previously amended the agreement with KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2025.; and,

WHEREAS, the City will need further assistance from KL Engineering, Inc. to provide direct construction oversight of the lighting conversion projects and to ensure the work completed meets high quality standards and conforms to the plan and specification requirements; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of KL Engineering, Inc. be accepted; and,

WHEREAS, the funds to be used for this project have been included in the 2024 adopted budget.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposals dated June 7, 2024, submitted by KL Engineering, Inc. for furnishing Engineering Consulting Services related to the conversion of old series street lighting circuits to new parallel circuits with LED lighting for an amount not to exceed \$160,000 be and is hereby accepted. Funding for this work has been budgeted and is available in the 2024 Capital Project Fund, and the services will be charged to Account Number 354-6051-517.31-01.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to amend the Contract with KL Engineering, Inc.

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 KL Engineering, 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-2024-0347” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0347(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

June 7, 2024

Traci Gengler
Principal Engineer
City of West Allis Engineering Department
7525 W Greenfield Ave. Room 212
West Allis, WI 53214

RE: Proposal for Construction Engineering Services – City of West Allis – 2024 Lighting Circuit Upgrades

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform construction engineering services for the 2024 Lighting Circuit Upgrade Project. The following attachments are included with this letter and should be considered part of our contract for engineering services:

- Attachment A – Scope of Services
- Attachment B – Billing Schedule
- Attachment C – General Terms and Conditions

The assumptions, schedule, and cost included with this proposal have been based on our experience with the previous circuit conversion projects. For reference, the cost for construction oversight included with this proposal (\$730/light) is of lesser proportion to our costs for the previous circuit conversion projects (\$780/light), due to working with a familiar contractor on relatively simple circuit conversions. Our current cost includes funds for both the oversight of 2024 Circuit conversions, as well as the ongoing oversight to complete the remaining work from the 2023 circuit conversion project.

- Ongoing 2023 Construction Oversight: \$15,000
 - String Lighting & Final punch list
- 2024 Construction Oversight: \$145,000
 - Scoped as follows
- Total: \$160,000

The total cost for construction services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$160,000**. The level of effort for KL Engineering to provide construction oversight and inspection is described in **Attachment A**.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. City of West Allis will reimburse KL Engineering within 30 days from the date of the invoice.

Standard billing rates provided with this contract will be subject to revision as necessary after November 1, 2024. These rates will be reflected in KL's invoice statements at that time.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed by signing the appropriate section of this proposal and returning it to us.

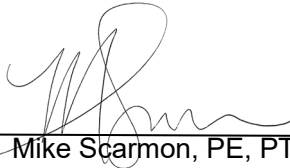
Sincerely,
KL Engineering, Inc.



Jake Joyal, P.E.
Project Leader

KL Engineering, Inc.

Approved By: _____



Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: June 7, 2024

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A

Construction Engineering Scope of Services

2024 Circuit Conversions West Allis, Wisconsin

Project Background:

This proposal is to perform construction engineering services for the 2024 circuit conversion projects. Projects included in the 2024 Streetlighting Circuit Conversion scope are as follows:

1. Circuit Q-2: Entire Circuit
2. Circuit Q-3: Entire Circuit
3. Circuit V-3: Entire Circuit

Active Construction Oversight and Inspection

- Schedule Assumptions:
 - Construction kickoff by June 10, 2024
 - Construction completion deadline (per bid contract) is October 31, 2024
 - Full-time active construction is expected to occur for a 22-week project duration (21 week allowable schedule, with an additional week for as-built quantification)
- Basis for Active Oversight and Inspection by KL Engineering:
 - Total Allocation – 1,086 hours (includes management, inspection, and administrative efforts)
 - Accounts for staffing for the entire 21-week project duration
 - Based on an average of 3 site visits per week for the entire duration
 - Oversight efforts are expected to vary dependent on the pace and schedule of the contractor

Project Management and Administration:

This task involves administrative efforts necessary to establish the project oversight and ensure adequate construction progress. The sub-tasks include the following:

- Meetings
 - Facilitate one (1) pre-construction meeting for the high voltage series circuit conversion project.
 - Facilitate construction progress and scheduling meetings, assumed to be held every other week.
- Material Reviews
 - This proposal includes administrative and technical support to review equipment submittals from the contractor.
- Technical Support
 - This proposal includes technical support during construction to address inquiries regarding design intent, reviewing construction change requests, and teleconferences.

Construction Oversight and Inspection:

This task involves efforts necessary to provide direct construction oversight of the lighting conversion projects, and to ensure the work completed conforms to the plan and specification requirements. The sub-tasks include the following:

- Construction Oversight
 - Provide staff to oversee project management and administrative tasks.
 - Management tasks include progress reporting, meetings, and other administrative tasks.
- Construction Inspection
 - Staking – Provide initial staking for all plan locations in coordination with the Contractor.
 - Routine Inspection - Provide an inspector to monitor electrical installations on a periodic basis, not full-time inspection.
 - Punch List Inspection - Provide an inspector to complete a punch list inspection for the project, including follow-up visits and documentation to ensure conformance on all punch list items.

Deliverables and Other Items:

This task involves efforts necessary for miscellaneous coordination and to prepare accurate and complete record drawings for each lighting conversion project. The sub-tasks include the following:

- Administrative Support:
 - Tracking and approving pay requests
 - Reviewing and approving change orders
 - Managing schedule and budget reports (monthly)
- Project Management:
 - Coordination with utilities
 - Coordination for new utility service installation
 - Coordination with property owners
 - Coordination with other projects
- As-Built Mapping:
 - As-built plans will be compiled from field locations and provided to the City in PDF format for transcription to the GIS database.

STANDARD BILLING RATE SCHEDULE
EFFECTIVE NOVEMBER 1, 2023

Limited Term Employee	\$75.00
Administration	\$85.00
Senior Administration	\$110.00
Technician I	\$85.00
Technician II	\$90.00
Technician III	\$95.00
Technician IV	\$100.00
Technician V	\$105.00
Senior Technician I	\$110.00
Senior Technician II	\$125.00
Senior Technician III	\$130.00
Senior Technician IV	\$145.00
Senior Technician V	\$155.00
Surveyor I	\$95.00
Surveyor II	\$100.00
Surveyor III	\$105.00
Surveyor IV	\$107.00
Surveyor V	\$110.00
Senior Surveyor I	\$115.00
Senior Surveyor II	\$120.00
Senior Surveyor III	\$125.00
Senior Surveyor IV	\$130.00
Senior Surveyor V	\$135.00
Engineer I	\$105.00
Engineer II	\$110.00
Engineer III	\$117.00
Engineer IV	\$121.00
Engineer V	\$125.00
Senior Engineer I	\$130.00
Senior Engineer II	\$140.00
Senior Engineer III	\$150.00
Senior Engineer IV	\$155.00
Senior Engineer V	\$160.00
Senior Specialist I	\$120.00
Senior Specialist II	\$130.00
Senior Specialist III	\$140.00
Senior Specialist IV	\$150.00
Senior Specialist V	\$175.00
Technical Leader I	\$155.00
Technical Leader II	\$160.00
Technical Leader III	\$170.00
Project Leader I	\$150.00
Project Leader II	\$160.00
Project Leader III	\$170.00
Senior Technical Leader	\$175.00
Senior Project Leader	\$175.00
Discipline Leader	\$185.00
Director	\$195.00
Principal	\$210.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc.) at cost

Travel Expenses

Company or Personal Car Mileage IRS rate
Lodging and Subsistence at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective November 1, 2023 and will remain in effect until October 31, 2024 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

- Kontak: Gene.Alexander@nasa.gov

**CITY OF WEST ALLIS
RESOLUTION R-2024-0348**

**RESOLUTION TO APPROVE BID OF LALONDE CONTRACTORS, INC. FOR
STREET CONSTRUCTION IN S. 77TH ST. FROM W. PIERCE ST. TO W. WALKER
ST. AND W. PIERCE ST. FROM S. 77TH ST. TO S. 76TH ST. IN THE CITY OF
WEST ALLIS IN THE AMOUNT OF \$925,515.81**

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 LaLonde Contractors, Inc. for 2024 Project No. 7 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of LaLonde Contractors, Inc. for 2024 Project No. 7 for the installation of concrete curb and gutter, concrete pavement, concrete sidewalk, driveway replacement, storm sewer installation and relay, water main relay, building services and utility adjustments in:

S. 77th St. from W. Pierce St. to W. Walker St.
W. Pierce St. from S. 77th St. to S. 76th St.

(PLAN FILE NOS. W-1461, U-2701, U-2792, SP-1293)

for the sum of Nine Hundred, Twenty-Five Thousand, Five Hundred Fifteen and 81/100 dollars (\$925,515.81) 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 funded with debt proceeds (tax levy and Water Utility supported), Safe Drinking Water Loan funds, Sanitary Sewer Funds, Storm Water Management Funds and Capital Projects cash reserves (future reimbursement from special assessments).

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0349**

**RESOLUTION TO ACCEPT THE PROPOSAL OF FUREY FILTER AND PUMP,
INC. FOR THE REQUIRED REPAIRS TO THE EXISTING CASCADE PUMP #4 AT
THE STORM WATER PUMPING STATION LOCATED AT 2179 S. 111TH STREET
FOR \$25,400**

WHEREAS, two estimates were received; L&S in the amount of \$42,003 and Furey Filter and Pump in the amount of \$25,400; and,

WHEREAS, Furey Filter and Pump, Inc. was selected as a Cascade vendor based on estimate of repairs, availability of service, experience, and location for the necessary pump repair services; and,

WHEREAS, the Cascade Pump located at the Storm Water Pumping Station is in need of a rebuild due to age and required to be removed and transported from site to Furey Filter and Pump, Inc. for review and evaluation; and,

WHEREAS, the Department of Public Works was made aware the existing Cascade Pump #4 was in need of a rebuild and required needed repairs from Furey Filter and Pump, Inc. resulting in the amount of \$25,400; and,

WHEREAS, the Common Council of the City of West Allis deems it to be in the best interests of the City that Furey Filter and Pump, Inc. be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated June 11, 2024, submitted by Furey Filter and Pump, Inc. for the sum of \$25,400 be and is hereby accepted. Funding for this project will be charged to Storm Water Capital Account: 540-1801-538-4408.

BE IT FURTHER RESOLVED the Finance Department be authorized to issue a purchase order for the aforesaid.

SECTION 1: **ADOPTION** “R-2024-0349” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0349(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Furey Filter and Pump, Inc.

N117 W19237 Fulton Drive
Germantown, WI 53022
Phone: (262) 293-0333
Fax: (262) 293-0344

Estimate of Repair

Date: 06/11/24
Customer: City of West Allis
Contact: Tim Last
Email: tlast@westalliswi.gov
Phone:
Cell:
FFP Sales Rep:

PO#:
Furey Job#:
Service Required: Evaluate for Repair
Product Information: Cascade Pump Repair
Serial#:

Repair Scope: Furey FP budgetary estimate to rebuild Cascade pump from City of West Allis

Qty	Parts Description	Price Each	Price
1	Repair - Pump - Pump Repair	\$25,400	\$25,400.00
1	REPAIR LABOR - 35 HOURS		
1	THRUST COLLAR & KEY SET, 416 S.S., #M100H		
1	DISCHARGE BOWL BUSHING, BRONZE, #H102A		
1	BOWL SHAFT, 416 S.S., #MFG150K		
1	TENSION NUT BUSHING, BRONZE, #K35		
1	LOCK RING & WASHER, BRONZE, #K39		
4	LINE SHAFT BEARINGS, BRONZE, #E106A		
1	BOTTOM LINE SHAFT, C.F.S., #H1000		
1	Hardware		
	EVALUATION FEE \$1000.00 - EVAL FEE WAIVED IF REPAIRED OR BUY NEW		
Prepared by: Jake Furey			\$25,400.00

Please contact your Furey Filter & Pump, Inc. Sales Representative with any further correspondence. Thank you!



L & S Electric, Inc.
 Sturtevant
 10200 Durand Ave
 Sturtevant, WI 53177-0398

QUOTATION

TO: WEST ALLIS, CITY OF
 6300 WEST MCGEOCH AVE
 WEST ALLIS, WI 53214

QUOTE NUMBER: 061124-ECT

REVISION: -

DATE: 6/11/2024

LEAD TIME: 6-8Weeks ARO

PRICES: Good for 30 days

TERMS: Net 30 Days

FREIGHT: FOB

ATTN: Jonathan Hintzman

CUST NO: 10127301

SUBJECT: Cascade Pump Rebuild 061124-ECT

ITEM	DESCRIPTION	QTY	PRICE EACH
1	Cascade Pump, Size 20mf, 880rpm, Impeller AA4-37	1.00000	\$42,003.00

Work Scope Description

- Measure and record shaft straightness/T.I.R.
- Disassemble, inspect all components.
- Wash & clean all parts.
- Mic & record bearing and seal fits.
- Replace 4 bronze line shaft bearings.
- Replace bottom, intermediate line shafts.
- Replace 1 bowl shaft.
- Replace 1 bronze tension nut bushing.
- Replace 1 bronze suction bowl bushing.
- Replace 1 discharge bowl bushing.
- Replace 4 line shaft couplings.
- Recondition impeller and balance.
- Sand blast suction bowl parts.
- Paint with two-part epoxy.
- Recondition all parts.
- Assemble pump complete.
- Provide onsite start up assistance and setting of pump shaft.
- Follow our ISO 9001 QMS program for all work completed.

Thank you for the opportunity to quote your requirements. If you have any questions or concerns, please feel free to contact us. L & S Electric, Inc's standard terms and conditions apply.

Sincerely,

Eli Torres | *Sturtevant Operations Manager*

p:715.241.3734 | m:262.347.6266 | Email: ETorres@lselectric.com

10200 Durand Ave, Sturtevant, WI 53177-0398

**CITY OF WEST ALLIS
RESOLUTION R-2024-0360**

**RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK
GRANT ANNUAL ACTION PLAN FOR FISCAL YEAR 2024**

WHEREAS, Community Development Block Grant (CDBG) regulations require the approval of a One-Year Action Plan for Fiscal Year 2024 for Housing and Community Development Programs; and,

WHEREAS, the Block Grant Committee conducted a public hearing last year November 16, 2023, and recommended approval of the programming and plan; and,

WHEREAS, the Department expects a Fiscal Year 2024 entitlement award of CDBG funds totaling \$1,586,696 which includes \$380,951 of program generated income from repayment of housing rehab and economic development loans; and,

WHEREAS, the Planning and Zoning Office recommends that the Block Grant Committee recommendation be approved, per the attached summary budget incorporated herein, Fiscal Year 2024 Community Development Block Grant (CDBG) Action Plan.

WHEREAS, the federal regulations require that the proposed budget be published; and, appropriate communications and application forms are required to be completed and submitted to the U.S. Department of Housing and Urban Development in order to secure the City's Community Development Entitlement.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Action Plan for Fiscal Year 2024 relative to the Community Development Block Grant Program (a summary copy attached herein and made a part thereof) is hereby adopted and the Mayor is hereby authorized to execute and submit the necessary application and supporting documentation on behalf of the City to secure the 2024 Community Development Entitlement.

SECTION 1: **ADOPTION** “R-2024-0360” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0360(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

COMMUNITY DEVELOPMENT BLOCK GRANT – YR 2024
ONE-YEAR ANNUAL ACTION PLAN
B-24-MC-55-0011
CITY OF WEST ALLIS
SUMMARY OF THE FY2024 ANNUAL ACTION PLAN

Program Administration Projects:

Community Development Administrative Costs	\$311,100
Fair Housing Administrative Costs	6,239

TOTAL ADMINISTRATION: **\$ 317,339**

Public Service Projects:

Community Service Officer	\$ 40,403
Graffiti Removal	6,021
Frail Elderly Home Services/West Central Interfaith	29,500
Gang Prevention	17,079
Liberty Heights Program	10,000
Healthy Homes Program	8,731
Family Resource Center	16,000
WISH Program (Domestic Violence Support Group)	12,270
WRTP/Big Step	25,000
Milwaukee County Homeless Outreach	23,574
Vermin Abatement Service Program	16,000
WAFD Community Care Coordinator	32,000
Liberty Heights Park Neighborhood Association	\$1,426

TOTAL PUBLIC SERVICE PROJECTS: **\$ 238,004**

Housing Rehabilitation Projects:

Housing Rehabilitation Management	\$28,750
Housing Rehabilitation Single-Family Loan Program	115,581
Housing Rehabilitation Multi-Unit Loan Program	14,651

TOTAL HOUSING REHABILITATION PROJECTS: **\$ 158,982**

Economic Development Projects:

Economic Development Loan and Delivery Program	\$ 229,905
Micro Enterprise Technical Assistance (WWBIC)	65,000
Commercial Façade Improvement and Delivery Program	70,000

TOTAL ECONOMIC DEVELOPMENT PROJECTS: **\$ 364,905**

Public Facilities Projects:

Street Beautification	\$30,000
Exterior Code Enforcement Program	200,000
Pedestrian Improvements	77,466
Park Improvements - Liberty Heights	75,000
Park Improvements – Rogers Park	125,000

TOTAL PUBLIC FACILITIES PROJECTS: **\$ 507,466**

TOTAL PROJECTS: **\$ 1,586,696**

In accordance with regulations of the United States Department of Housing and Urban Development (HUD) the City of West Allis has prepared and will submit an Annual Action Plan (AAP) reflecting the City's Community Development Block Grant (CDBG) Program from January 1, 2024 through December 31, 2024.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0389**

**RESOLUTION TO APPROVE A CERTIFIED SURVEY MAP TO SPLIT A PORTION
OF LAND LOCATED AT 62** W. NATIONAL AVE (TAX KEY NO. 454-0073-001)
AND COMBINE IT WITH THE PROPERTY LOCATED AT 6207 W. NATIONAL
AVE. (TAX KEY NO. 454-0072-000)**

WHEREAS, Citlali Mendieta submitted a Certified Survey Map to split an existing lot located at 62** W. National Ave (Tax key No. 454-0073-001) and combine it with the property located at 6207 W. National Ave. (Tax Key No. 454-0072-000) and,

WHEREAS, with the grant of this Resolution, the Common Council grants approval to record the map and its documents with the Milwaukee County Register of Deeds Office.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map being a redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

SECTION 1: **ADOPTION** “R-2024-0389” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0389(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

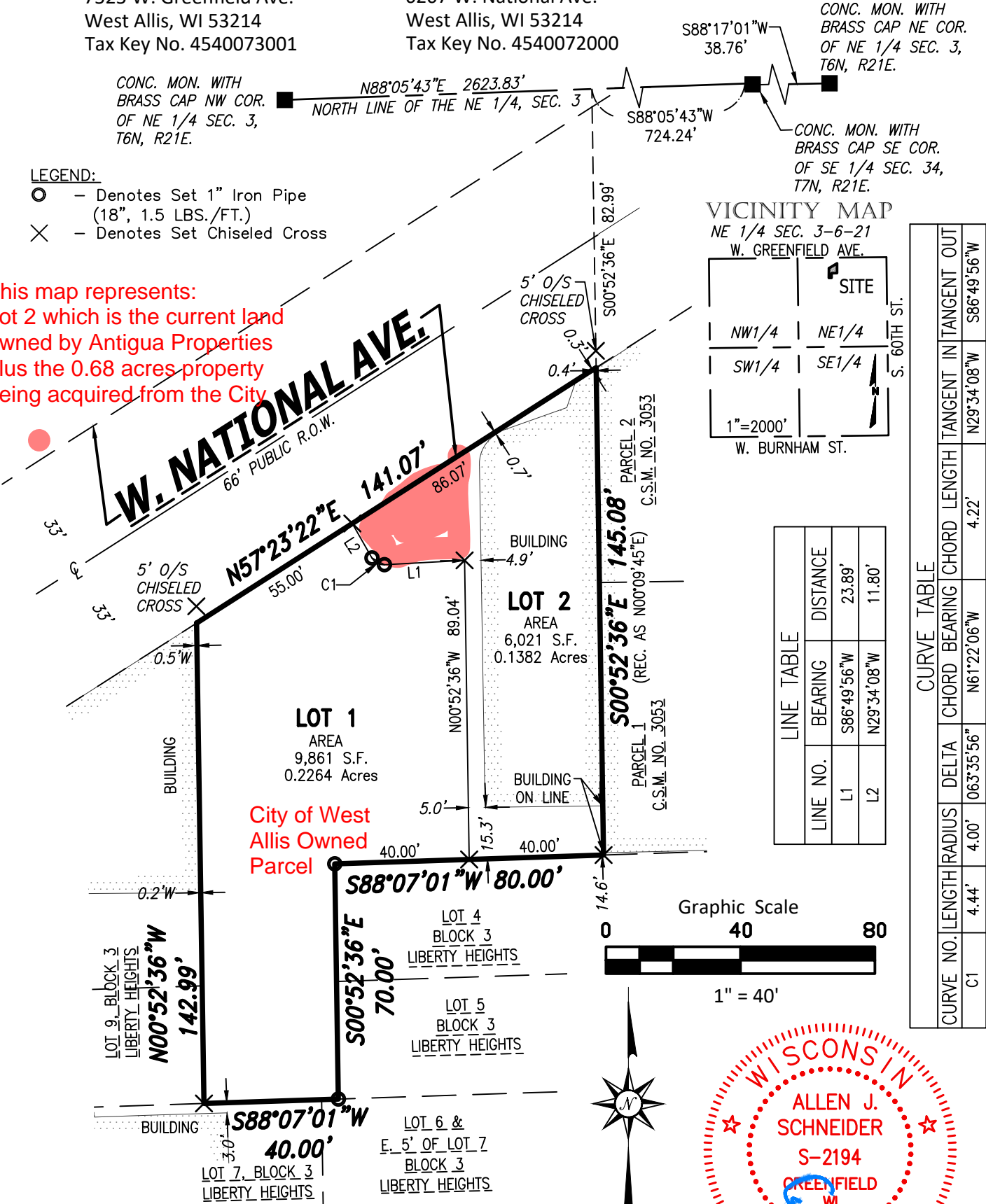
Dan Devine, Mayor, City Of West
Allis

CERTIFIED SURVEY
MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Owner: City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214
Tax Key No. 4540073001

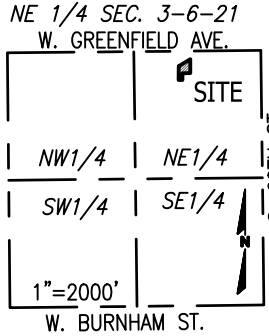
Owner: Antigua Properties LLC
6207 W. National Ave.
West Allis, WI 53214
Tax Key No. 4540072000



- LEGEND:
- - Denotes Set 1" Iron Pipe (18", 1.5 LBS./FT.)
 - ✕ - Denotes Set Chiseled Cross

This map represents:
Lot 2 which is the current land owned by Antigua Properties plus the 0.68 acres property being acquired from the City

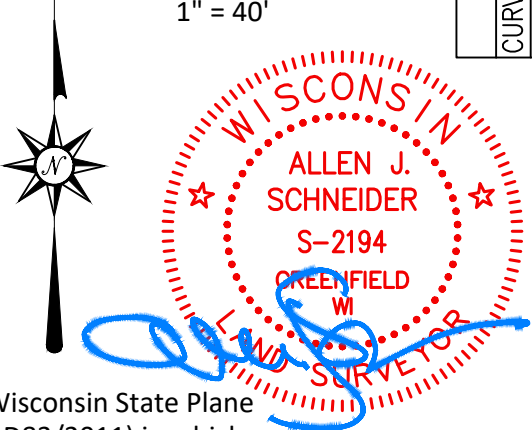
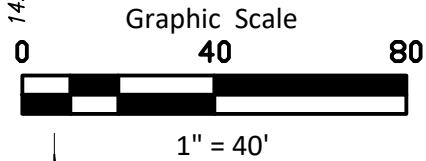
VICINITY MAP



LINE TABLE	
LINE NO.	BEARING
L1	S86°49'56"W
L2	N29°34'08"W

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN TANGENT OUT
C1	4.44'	4.00'	063°35'56"	N61°22'06"W	4.22'	S86°49'56"W



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

All bearings are referenced to the Wisconsin State Plane Coordinate System, South-zone (NAD83/2011) in which the North line of the NE 1/4, Sec. 3 bears N88°05'43"E.

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: June 4, 2024
Survey No. 5598-lpm
Sheet 1 of 6 Sheets

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

STATE OF WISCONSIN} :SS
MILWAUKEE COUNTY}

I, ALLEN J. SCHNEIDER, a professional land surveyor, do hereby certify:

THAT I have survey, divided and mapped a redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 3; thence South 88°17'01" West along the North line of the said 1/4 Section 38.76 feet to an angle point on the North line of said Section 3; thence South 88°05'43" West 724.24 feet along said North line to a point; thence South 00°52'36" East 82.99 feet to a point on the Southeasterly line of West National Avenue and the point of beginning of the lands hereinafter described; thence South 00°52'36" East along the West line of Certified Survey Map No. 3053 a distance of 145.08 feet to a point on the North line of Lot 4, Block 3, Liberty Heights; thence South 88°07'01" West along said North line 80.00 feet to a point on the West line of said Lot 4; thence South 00°52'36" East along said West line 70.00 feet to a point on the North line of Lot 7, Block 3, Liberty Heights; thence South 88°07'01" West along said North line 40.00 feet to a point on the East line of Lot 9, Block 3, Liberty Heights; thence North 00°52'36" West along said East line 142.99 feet to a point on the Southeasterly line of West National Avenue; thence North 57°23'26" East along said Southeasterly line 141.07 feet to the point of beginning.

Containing 15,882 square feet or 0.3646 acres of land.

THAT I have made this survey, land division and map by the direction of the CITY OF WEST ALLIS and ANTIGUA PROPERTIES LLC, respective owners of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of West Allis in surveying, dividing and mapping the same.

DATE: June 4, 2024

WISCONSIN
 ALLEN J. SCHNEIDER
 S-2194
 GREENFIELD WI
 LAND SURVEYOR

ALLEN J. SCHNEIDER
PROFESSIONAL LAND SURVEYOR S-2194

CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

ANTIGUA PROPERTIES LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of West Allis and Chapter 236 of the Wisconsin Statutes.

ANTIGUA PROPERTIES LLC, a Wisconsin limited liability company, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of West Allis.

IN WITNESS WHEREOF, ANTIGUA PROPERTIES LLC, has caused these presents to be signed by the hand of _____, its _____, on this _____ day of _____, 2024.

ANTIGUA PROPERTIES LLC

By: _____

Its: _____

STATE OF _____ }
:SS
_____ COUNTY }

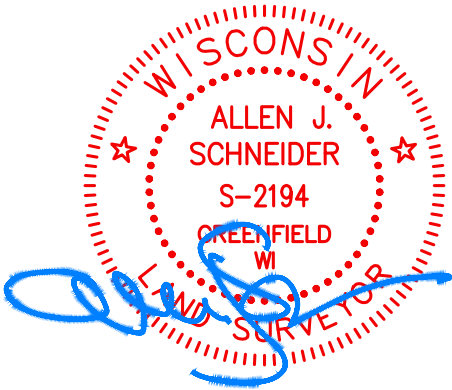
Personally came before me this _____ day of _____, 2024, _____, to me known as the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer on behalf of entity, by their authority.

Notary Signature: _____

Notary Name: _____

Public, State of _____ . My commission expires. _____
My commission is permanent.

(Notary Seal)



CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

CONSENT OF ENTITY MORTGAGEE

_____, _____, duly organized and existing under and by virtue of the laws of the State of _____, as mortgagee of the above described land, consents to the surveying, dividing and mapping of the land described on this map and in the surveyor’s certificate, and to the certificate of the owner of said land.

Date: _____
Entity Name: _____
Signature: _____
Type or Print Name: _____
Title: _____

STATE OF _____ }
_____ } :SS
_____ COUNTY }

Personally came before me this _____ day of _____, 2024, _____ of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

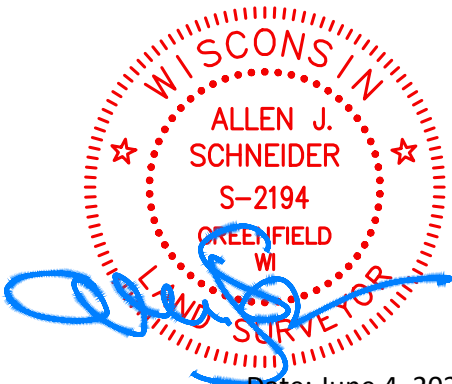
Notary Signature: _____
Print Notary Name: _____
Notary Public, State of _____. My commission expires: _____

(Notary Seal)



234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194



Date: June 4, 2024
Survey No. 5598-lpm
Sheet 4 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

MUNICIPAL CORPORATE OWNER'S CERTIFICATE

CITY OF WEST ALLIS, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of West Allis and Chapter 236 of the Wisconsin Statutes.

CITY OF WEST ALLIS, a municipal corporation, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of West Allis.

IN WITNESS WHEREOF, CITY OF WEST ALLIS, has caused these presents to be signed by the hand of _____, its _____, on this _____ day of _____, 2024.

CITY OF WEST ALLIS

By: _____

Its: _____

STATE OF _____ }
:SS
_____ COUNTY }

Personally came before me this _____ day of _____, 2024, _____, to me known as the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer on behalf of entity, by their authority.

Notary Signature: _____

Notary Name: _____

Public, State of _____ . My commission expires. _____
My commission is permanent.

(Notary Seal)



CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of West Allis on this _____ day of _____, 2024.

Date

Dan Devine, Chair/Mayor

Date

Rebecca Grill, City Clerk

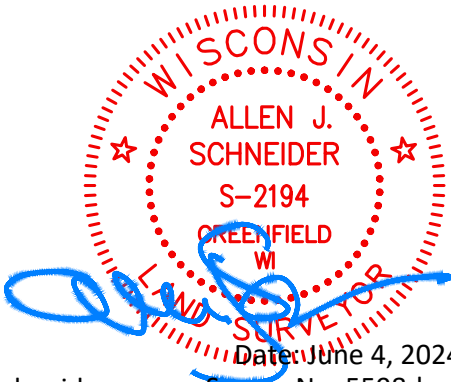
COMMON COUNCIL APPROVAL

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin be and the same is hereby adopted.

Approved: _____ Adopted: _____

Dan Devine, Mayor

Rebecca Grill, City Clerk

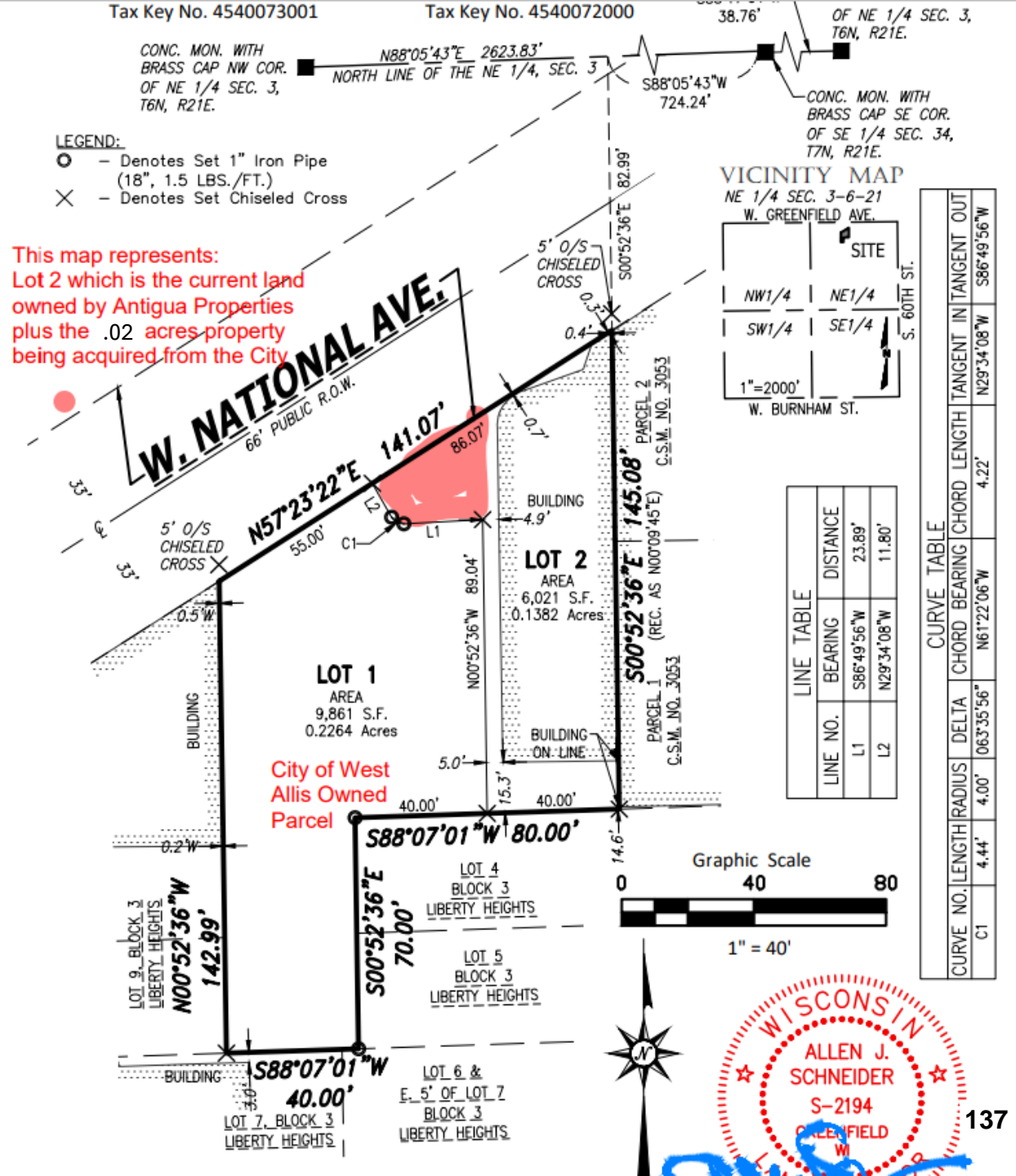


March 27 - Plan Commission land use
April 16 - Council approved land sale
June 26 - PC Certified Survey Map
July 10 - Common Council CSM

Scope:
Split a (0.02 acre) portion of land from 62** W. National Ave
Combine it with 6207 W. National Ave (CSM)

CSM legally defines land area to be divided/separated and attaches/combines with the buyers commercial property .

Attorneys Office prepares deed to convey land/title.

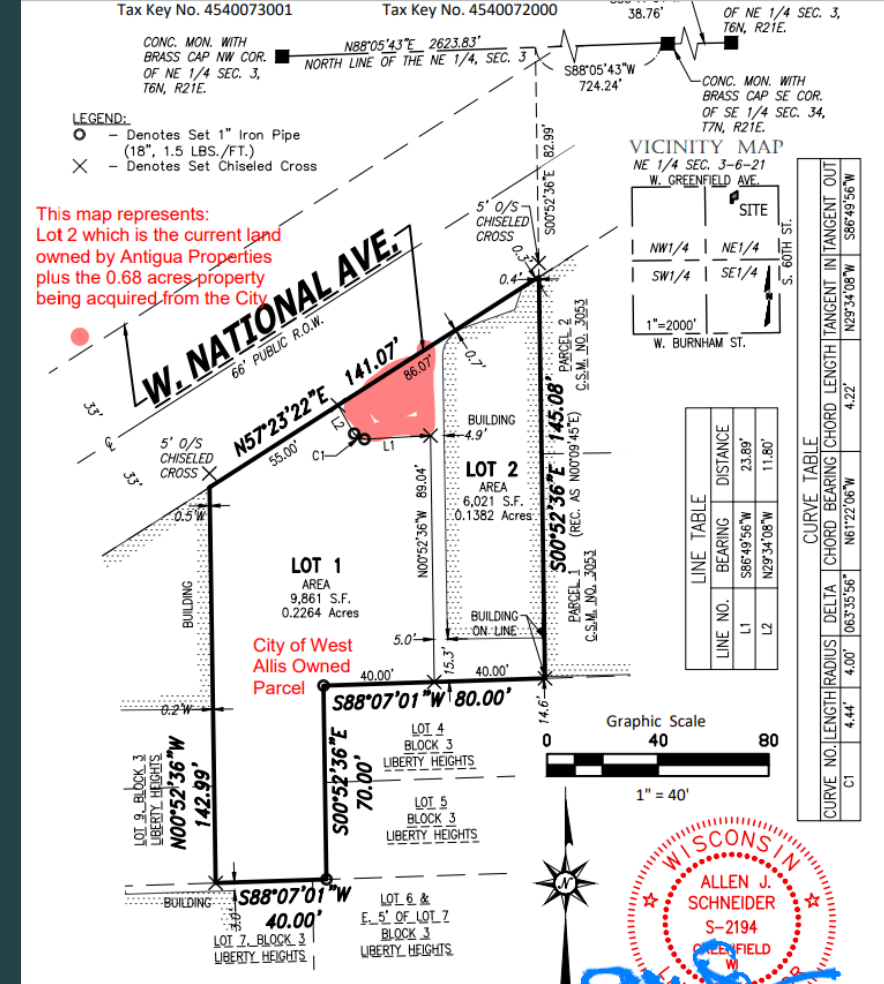


Plan Commission Recommendation:

Common Council approval of Certified Survey Map to split a portion of land at 62** W. National Ave. (Tax Key No. 454-0073-001) and combine it with the property at 6207 W. National Ave. (Tax Key No. 454-0072-000) subject to the following conditions:

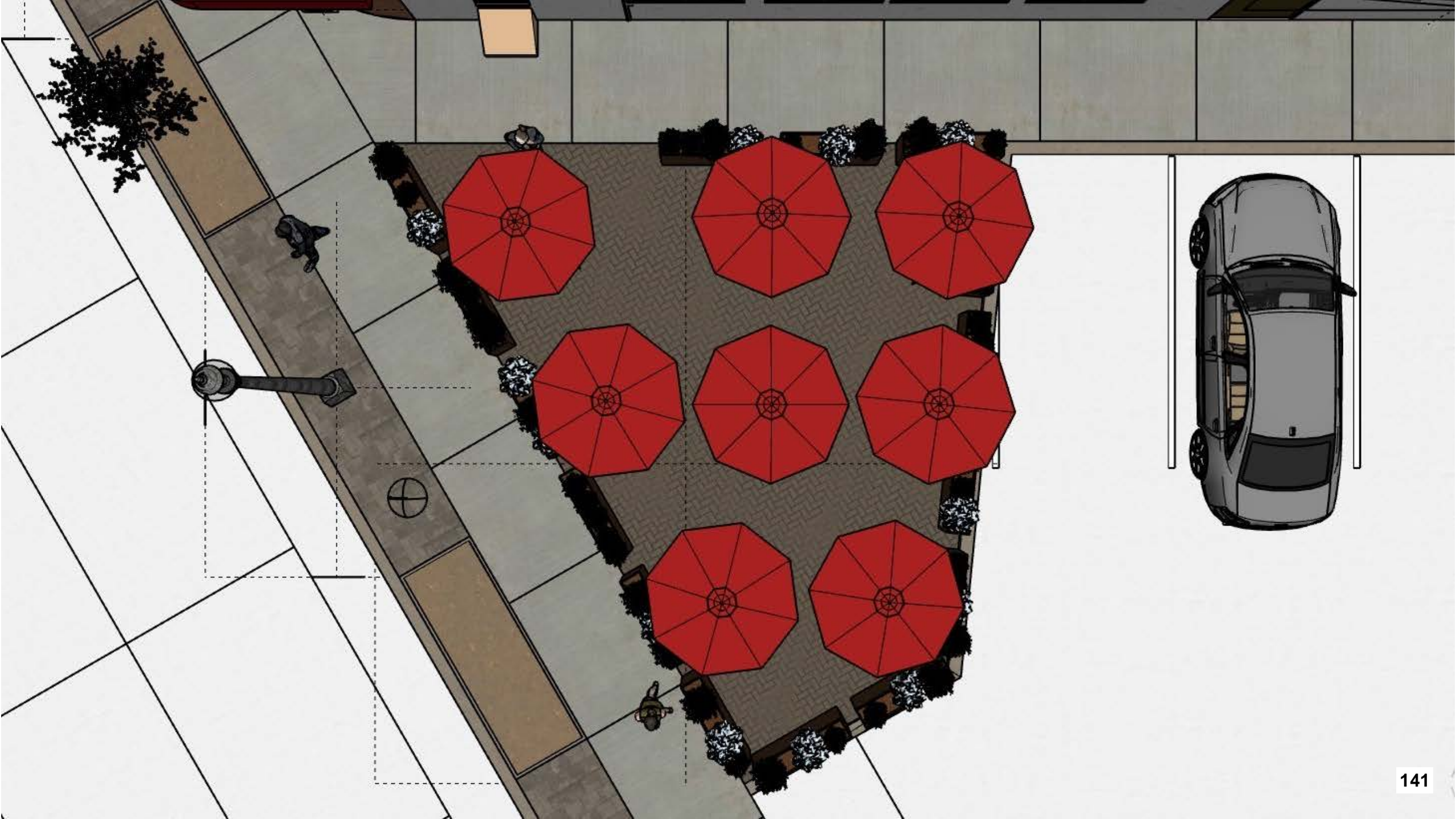
(Item 1-2 are required to be satisfied prior to the issuance of building permits associated with the proposed work reviewed by Plan Commission. Contractors applying for permits should be advised accordingly.)

1. Technical corrections to the CSM
 - a) Correct land area to be sold from .68 acres to .02 acres.
 - b) MKE County preliminary review of submittal (City will coordinate)
2. Common Council approval of Certified Survey Map (July 10)







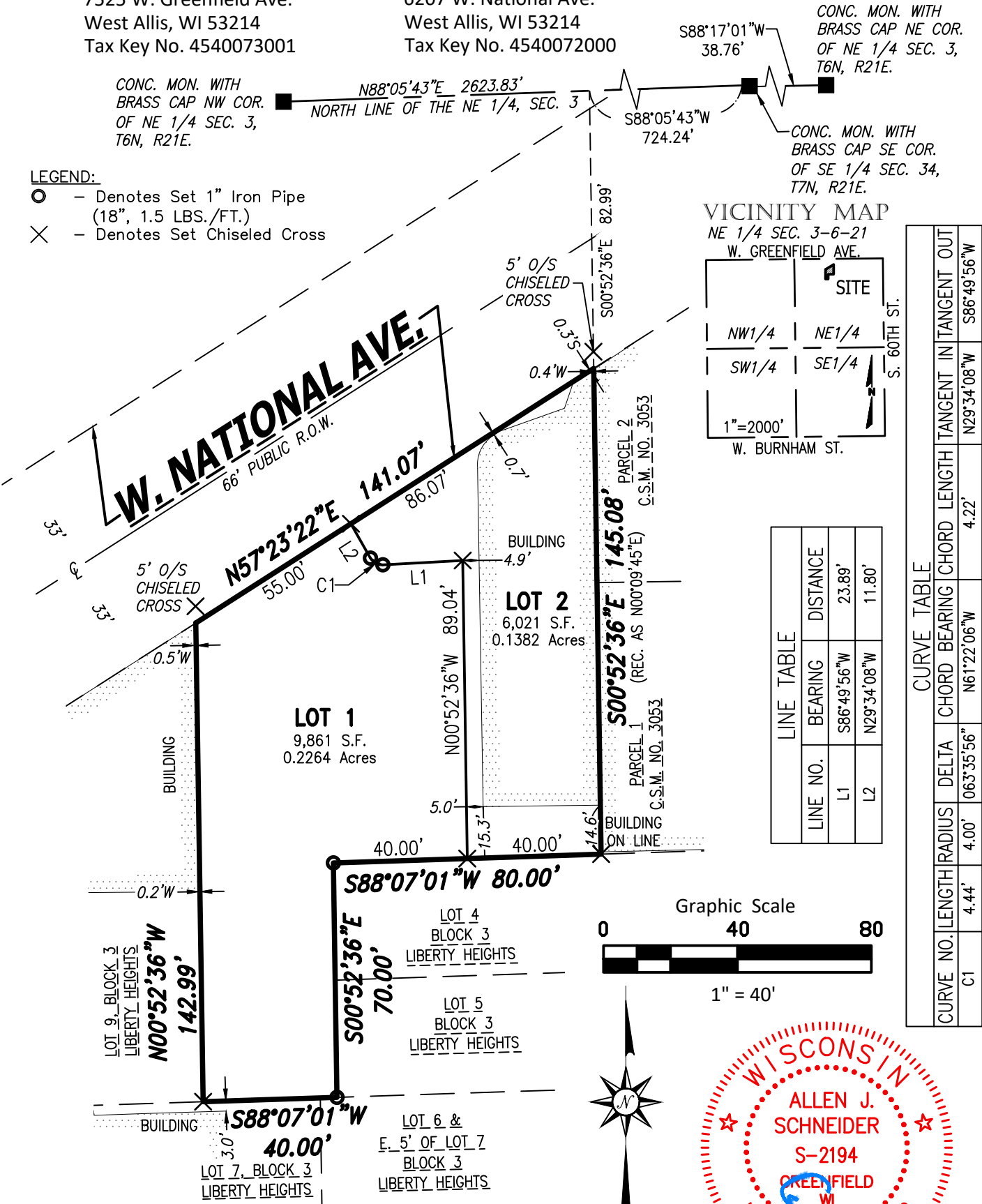


CERTIFIED SURVEY
MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Owner: City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214
Tax Key No. 4540073001

Owner: Antigua Properties LLC
6207 W. National Ave.
West Allis, WI 53214
Tax Key No. 4540072000



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

All bearings are referenced to the Wisconsin State Plane Coordinate System, South-zone (NAD83/2011) in which the North line of the NE 1/4, Sec. 3 bears N88°05'43"E.

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194

Date: June 4, 2024
Revised: July 1, 2024
Survey No. 5598-lpm
Sheet 1 of 6 Sheets

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

STATE OF WISCONSIN }
:SS
MILWAUKEE COUNTY }


THAT I have survey, divided and mapped a redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northeast corner of the Northeast 1/4 of said Section 3; thence South 88°17'01" West along the North line of the said 1/4 Section 38.76 feet to an angle point on the North line of said Section 3; thence South 88°05'43" West 724.24 feet along said North line to a point; thence South 00°52'36" East 82.99 feet to a point on the Southeasterly line of West National Avenue and the point of beginning of the lands hereinafter described; thence South 00°52'36" East along the West line of Certified Survey Map No. 3053 a distance of 145.08 feet to a point on the North line of Lot 4, Block 3, Liberty Heights; thence South 88°07'01" West along said North line 80.00 feet to a point on the West line of said Lot 4; thence South 00°52'36" East along said West line 70.00 feet to a point on the North line of Lot 7, Block 3, Liberty Heights; thence South 88°07'01" West along said North line 40.00 feet to a point on the East line of Lot 9, Block 3, Liberty Heights; thence North 00°52'36" West along said East line 142.99 feet to a point on the Southeasterly line of West National Avenue; thence North 57°23'22" East along said Southeasterly line 141.07 feet to the point of beginning.

THAT I have made this survey, land division and map by the direction of the CITY OF WEST ALLIS and ANTIGUA PROPERTIES LLC, respective owners of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of West Allis in surveying, dividing and mapping the same.


 ALLEN J. SCHNEIDER
 PROFESSIONAL LAND SURVEYOR S-2194

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

ANTIGUA PROPERTIES LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of West Allis and Chapter 236 of the Wisconsin Statutes.

ANTIGUA PROPERTIES LLC, a Wisconsin limited liability company, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of West Allis.

IN WITNESS WHEREOF, ANTIGUA PROPERTIES LLC, has caused these presents to be signed by the hand of _____, its _____, on this _____ day of _____, 2024.

ANTIGUA PROPERTIES LLC

By: _____

Its: _____

STATE OF _____ }
 _____ :SS
 _____ COUNTY }

Personally came before me this _____ day of _____, 2024, _____, to me known as the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer on behalf of entity, by their authority.

Notary Signature: _____

Notary Name: _____

Public, State of _____ . My commission expires. _____
My commission is permanent.

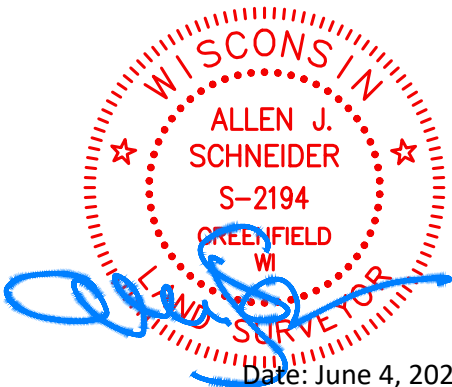
(Notary Seal)



234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194



Date: June 4, 2024
Revised: July 1, 2024
Survey No. 5598-lpm
Sheet 3 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

CONSENT OF ENTITY MORTGAGEE

_____, _____, duly organized and existing under and by virtue of the laws of the State of _____, as mortgagee of the above described land, consents to the surveying, dividing and mapping of the land described on this map and in the surveyor’s certificate, and to the certificate of the owner of said land.

Date: _____
Entity Name: _____
Signature: _____
Type or Print Name: _____
Title: _____

STATE OF _____ }
_____ } :SS
_____ COUNTY }

Personally came before me this _____ day of _____, 2024, _____ of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

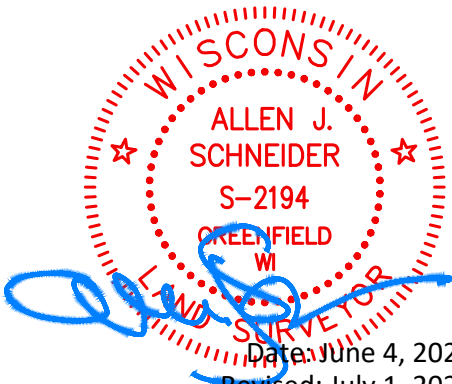
Notary Signature: _____
Print Notary Name: _____
Notary Public, State of _____. My commission expires: _____

(Notary Seal)



234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194



Date: June 4, 2024
Revised: July 1, 2024
Survey No. 5598-lpm
Sheet 4 of 6 Sheets

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

CITY OF WEST ALLIS, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of West Allis and Chapter 236 of the Wisconsin Statutes.

CITY OF WEST ALLIS, a municipal corporation, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of West Allis.

IN WITNESS WHEREOF, CITY OF WEST ALLIS, has caused these presents to be signed by the hand of _____, its _____, on this _____ day of _____, 2024.

CITY OF WEST ALLIS

By: _____

Its:

STATE OF _____ }
:SS
COUNTY }

Personally came before me this _____ day of _____, 2024, _____, to me known as the person(s) who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer on behalf of entity, by their authority.

Notary Signature: _____

Notary Name: _____

Public, State of _____ . My commission expires. _____
My commission is permanent.

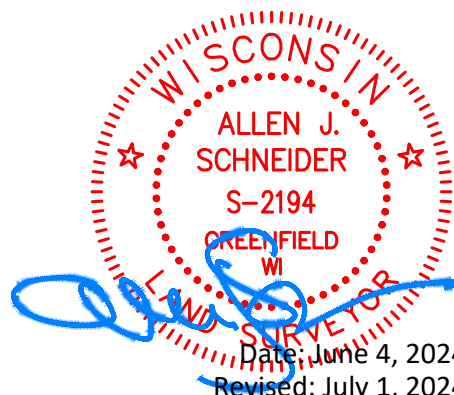
(Notary Seal)



234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider
Professional Land Surveyor S-2194



Date: June 4, 2024
Revised: July 1, 2024
Survey No. 5598-lpm
Sheet 5 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Redivision of Lots 2, 3 and 10, Block 3 in Liberty Heights, in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of West Allis on this _____ day of _____, 2024.

Date

Dan Devine, Chair/Mayor

Date

Rebecca Grill, City Clerk

COMMON COUNCIL APPROVAL

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin be and the same is hereby adopted.

Approved: _____ Adopted: _____

Dan Devine, Mayor

Rebecca Grill, City Clerk

**CITY OF WEST ALLIS
RESOLUTION R-2024-0392**

**RESOLUTION TO APPROVE A CERTIFIED SURVEY MAP TO SPLIT THE
EXISTING PARCEL AT 2580 S. ROOT RIVER PKWY. INTO TWO PARCELS. (TAX
KEY NO. 483-9981-000)**

WHEREAS, Brian Teclaw submitted a Certified Survey Map to split an existing lot located at 2580 S. Root River Pkwy. into two lots and,

WHEREAS, with the grant of this Resolution, the Common Council grants approval to record the map and its documents with the Milwaukee County Register of Deeds Office.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map being a redivision of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of part of Lot 2 of Certified Survey Map No. 9205, being part of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, be and the same is hereby adopted.

SECTION 1: **ADOPTION** “R-2024-0392” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0392(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

CERTIFIED SURVEY MAP NO. _____

BEING A OF A PART OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.



**SURVEYING
ASSOCIATES, INC.**

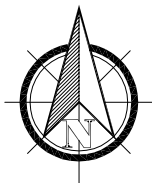
MEMBER OF WISCONSIN SOCIETY OF LAND SURVEYORS
& NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

2554 N. 100TH STREET
P.O. BOX 26596
WAUWATOSA, WISCONSIN 53226
(414) 257-2212 FAX: (414) 257-2443
sai@wi.rr.com

INSTRUMENT DRAFTED BY : MARK W. WEINGARTEN
DATE : 06/26/24 JOB NO. 36798CSM SHEET 1 OF 4

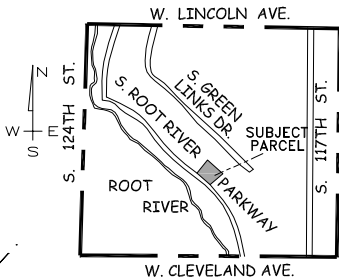


TAX ID #: 4839981000
ZONING: RA-1



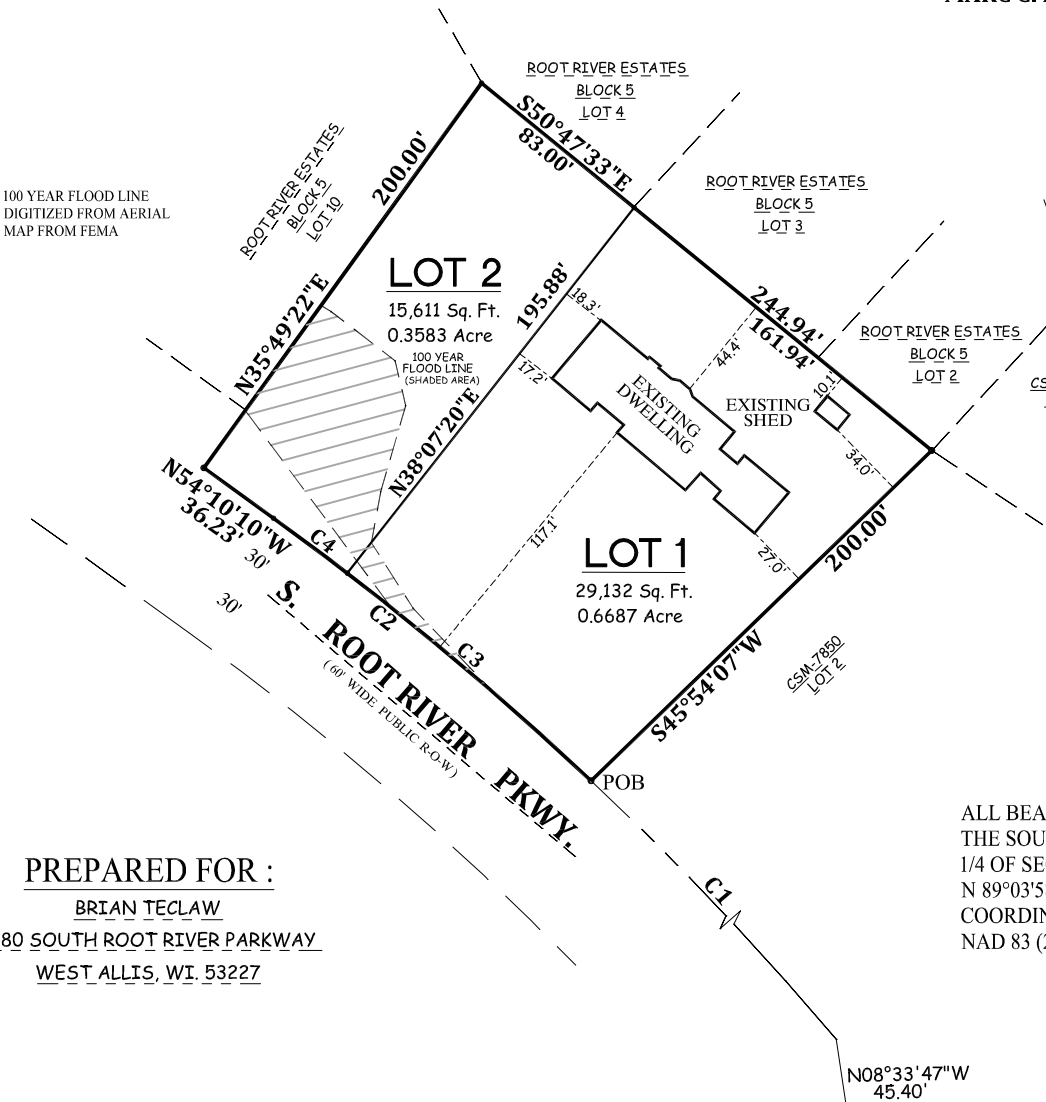
Marc C. Passarelli
MARC C. PASSARELLI P.L.S. # 2817

THE NW 1/4 OF
SECTION 07-06-21



VICINITY MAP
1" = 2000'

- DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.5 LBS PER LINEAL FOOT
- DENOTES FOUND 2" IRON PIPE



PREPARED FOR :
BRIAN TECLAW
2580 SOUTH ROOT RIVER PARKWAY
WEST ALLIS, WI. 53227

ALL BEARING ARE REFERENCED TO
THE SOUTH LINE OF THE NORTHWEST
1/4 OF SECTION 07-06-21, WHICH BEARS
N 89°03'58" E, WI. STATE PLANE
COORDINATE SYSTEM SOUTH ZONE,
NAD 83 (2011)

The SW Corner
of the NW 1/4
of Section 7-6-21
Concrete Monument
with Brass Cap

The SE Corner
of the NW 1/4
of Section 7-6-21
Concrete Monument
with Brass Cap

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA
C1	885.02'	1328.95'	868.78'	N27°38'29"W	38°09'28"
C2	173.78'	1328.95'	173.65'	N50°25'24"W	7°29'32"
C3	135.00'	1328.95'	134.95'	N49°35'15"W	5°49'14"
C4	38.77'	1328.95'	38.77'	N53°20'01"W	1°40'18"

SCALE : 1" = 50'



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Marc C. Passarelli, a professional land surveyor, certify:

That I have surveyed, divided and mapped a division a part of the Southwest ¼ and Southeast ¼ of the Northwest ¼ of Section 7, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest ¼ of Section 7; thence North 89° 03' 58" East, along the South line of the Northwest ¼, 1904.95 feet; thence North 08° 33' 47" West, 45.40 feet; thence Northwesterly along an arc of a curve which has a center point to the South, a radius of 1328.95 feet and a chord 868.76 feet long that bears North 27° 38' 29" West, 885.02 feet along said curve to the a found 2 inch iron pipe also being the point of beginning of the lands to be described; thence Northwesterly along an arc of a curve which has a center point to the South, a radius of 1328.95 feet and a chord 173.65 feet that bears North 50° 25' 24" West, 173.78 feet along said curve; thence North 54° 10' 10" West, 36.23 feet to a found 2 inch iron pipe; thence North 35° 49' 22" East, 200.00 feet; thence South 50° 47' 33" East, 244.94 feet to a found 2 inch iron pipe; thence South 45° 54' 07" West, 200.00 feet to the point of beginning. Containing 44,744 square feet of land (1.0265 acres.)

That I have made the survey, land division and map by the direction of Brian Teclaw.

That the map is a correct representation of all exterior boundaries of land surveyed and the land division thereof made.

That I have complied with Chapter 236.34 of the Wisconsin Statutes and Ordinance No. 3509 of City of West Allis in surveying, dividing and mapping the same.

Dated this 26th day of June 2024.



Marc C. Passarelli S-2817
Wisconsin Professional Land Surveyor



BEING A PART OF THE SOUTWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

Brian Teclaw, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that it caused the land described above to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of S.236.10 or S.236.12 of the Wisconsin Statutes and Ordinance 3509 of the City of West Allis.

IN WITNESS WHEREOF, on this _____ day of _____, 2024.

Brian Teclaw, Owner

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

Personally came before me this _____ day of _____, 2024, the above named Brian Teclaw, to me known to be the persons who executed the foregoing instrument as Owner as the deed of said Corporation by its authority.

Notary Public, State of Wisconsin
My Commission expires _____

CITY OF WEST ALLIS COMMON COUNCIL APPROVAL

Be it resolved by the Common Council of the City of West Allis, Wisconsin, that the Certified Survey Map of a parcel of land in the Southwest ¼ and the Southeast ¼ of the Northwest ¼ of Section 7, Town 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, be and the same is hereby adopted.

Approved: _____

Adopted: _____

Dan Devine, Mayor

Rebecca Grill, City Clerk



6/26/24

Marc Passarelli

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

CITY CLERK CERTIFICATE

I, Rebecca Grill, do hereby certify that I am the duly appointed, qualified City Clerk of the City of West Allis, Wisconsin, and that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of West Allis, Wisconsin on the _____ day of _____, 2024.

Rebecca Grill., City Clerk



6/26/24

Marc Passarelli

**CITY OF WEST ALLIS
RESOLUTION R-2024-0358**

**RESOLUTION TO APPROVE A TWO-YEAR EXTENSION AMENDMENT FOR
THE DISPOSAL OF SOLID WASTE BY AND BETWEEN WASTE MANAGEMENT
AND THE CITY OF WEST ALLIS**

WHEREAS, the City of West Allis (“City”) has entered into an agreement with Waste Management for the disposal of the City’s solid waste; and,

WHEREAS, the existing contract expired at 11:59 p.m. on June 30, 2024; and,

WHEREAS, by entering into this agreement, provides the City of West Allis of adequate disposal of solid waste generated by the City.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the two-year contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of Public Works is hereby authorized and directed to execute and deliver the two-year extension amendment on behalf of the City of West Allis.

BE IT FURTHER RESOLVED that the funding for these services are budgeted annually, and will be charged to the Solid Waste Fund, Account Number 550-4233-535.41-09, Dumping Fees.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Director of Public Works, 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 contract, 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.

SECTION 1: **ADOPTION** “R-2024-0358” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0358(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**FIRST AMENDMENT TO
INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT**

This First Amendment to the Industrial Waste & Disposal Services Agreement (the “First Amendment”) is entered into on July 1, 2024 by and between Waste Management of Wisconsin, Inc. (“WM”) and City of West Allis (“Customer”).

Recitals

A. Customer and WM entered into an Industrial Waste & Disposal Services Agreement on or about July 1, 2023 (the “Agreement”); and,

B. Customer and WM desire to extend the term of the Agreement, as further discussed below.

Agreement

The parties agree to amend the Agreement in the following manner:

1) The term of the Agreement shall be renewed for additional period of twenty-four (24) months, through June 30, 2026 (the “Renewal Term”). The Renewal Term is contingent upon the City of Milwaukee signing WM’s Transfer Station Operations Second Amendment to Contract C545140102. In the event Contract C545140102 between the City of Milwaukee and WM terminates or expires, this Agreement between Customer and WM shall automatically terminate.

2) Effective July 1, 2024, the municipal solid waste (MSW) disposal rate shall increase from \$51.00 per ton to \$53.80 per ton. Effective July 1, 2025, the municipal solid waste (MSW) disposal rate shall increase from \$53.80 per ton to \$56.75 per ton.

3) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this First Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Waste Management of Wisconsin, Inc.

City of West Allis

By: _____
Name: Michael Fox
Title: Area Director, Industrial Sales
Date: _____

By: _____
Name: Dave Wepking
Title: Director of Public Works
Date: _____



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Exhibit A

157

CUSTOMER INFORMATION		GENERATOR INFORMATION (If different from Customer Information)		DISPOSAL FACILITY: Lincoln Avenue Transfer Station	
City of West Allis					
6300 W McGeoch Avenue					
West Allis, WI 53219-1447					
Contact Name: Tim Last tlast@westalliswi.gov					
Contact Phone: 414-302-8815					

Service Information	Material / Ticket Description	Anticipated Volume	Rate / UOM / Minimum
Disposal	Municipal Solid Waste (MSW)	18,300 tons per year	\$51.00 per ton
Taxes and Fees	State of Wisconsin Solid Waste Taxes and Fees - Currently \$13.00 per ton will be charged for the State of Wisconsin solid waste taxes and fees. This rate will be adjusted to reflect any changes in the taxes and fees.		\$13.00 per ton
Additional Information/Special Handling:	- No deliveries shall be accepted during the hours of 2:40 pm – 3:50 pm.		

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT OR OTHER CONTRACTUAL AGREEMENT BETWEEN THE PARTIES DATED:

July 1, 2023

COMPANY Waste Management of Wisconsin, Inc.

CUSTOMER City of West Allis

By: [Signature]
Name: Michael Fox
Title: Area Director M&I Sales

6.21.23
Date

Signature: Dave Wepking
Name: Dave Wepking
Title: Director of Public Works

Digitally signed by Dave Wepking
Date: 2023.06.12 15:40:39 -05'00'

Date

Signature: Kail Decker
Digitally signed by Kail Decker
Date: 2023.06.16 09:27:49 -05'00'

Date

Name: Kail Decker

Title: City Attorney

COMPTROLLER'S CERTIFICATE


Countersigned this ____ day of ____, 2023
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the City of West Allis under this
Contract.


Jason Kaczmarek
Digitally signed by Jason Kaczmarek
Date: 2023.06.15 14:37:05 -05'00'

Jason Kaczmarek
Director of Finance/Comptroller



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Company:	Waste Management of Wisconsin, Inc., A WM Company		
Address:	W132 N10487 Grant Drive Germantown, WI 53022		
Signed:	 Authorized Signatory		
Name/Title:	Michael Fox, Area Director M&I Sales		
Effective Date:	July 1, 2023	6/21/23	Date

Customer:	City of West Allis		
Address:	6300 W McGeoch Avenue West Allis, WI 53219-1447		
Signed:	 Digitally signed by Dave Wepking Date: 2023.06.06 10:49:02 -0500 Authorized Signatory		
Name/Title:	Dave Wepking, Director of Public Works		
Initial Term:	12 Months		Date

AGREEMENT

This Industrial Waste & Disposal Services Agreement consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. **SERVICES PROVIDED.** The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"), and Company shall have the exclusive right to manage all such Industrial Waste. "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/side-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. **CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be for 12 months, commencing on the Effective Date set forth above. Thereafter, this Agreement may only be extended by an amendment signed by both parties.

4. **INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. **SPECIAL HANDLING; TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. **COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance

with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. **LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. **CHARGES AND PAYMENTS.** Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add reasonable Charges payable by Customer hereunder during the Term as described below and upon explanation and reasonable notice hereafter. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations, (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10) days' advance written notice to Customer. Changes to the Charges payable under this Agreement shall be agreed to in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification and agreement as set forth above. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges

that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 13.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

12. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein. The parties agree that this Agreement supersedes any disposal agreements previously entered into between Customer and Company (or Company's predecessor-in-interest and/or indirect corporate affiliates, including but not limited to any Advanced Disposal Services entity).

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Customer may terminate this Agreement in the event of Company's breach of any term or provision of this Agreement, including failure to properly notify and get Customer's agreement for any increase in prices or charges and/or Company's failure to adequately justify such increases based on the market and other applicable indicators relied upon in said industry; provided the Customer has given Company the opportunity to cure within five business days of Company's receipt of written demand from Customer. Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than Company's breach of any term or provision of this Agreement or as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, the parties shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from the other party's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity. Notwithstanding anything in this Agreement to the contrary, if either (i) the City of Milwaukee no longer approves of Company accepting Industrial Waste from Customer at the Lincoln Avenue Transfer Station; or (ii) Company's contract with the City of Milwaukee for Transfer Stations Operation (C545140102) terminates or expires, then Company may terminate this Agreement by providing Customer with

no less than 90 days advance written notice.

14. EQUIPMENT. If applicable, all equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

15. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement; (e) this Agreement shall supersede and replace any prior Agreements related to the same services and all prior related Exhibit As, Confirmation Letters and Profiles Sheets in effect shall be incorporated by reference into this Agreement; (f) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint venture or any other relationship between the parties

Digitally signed by Kail Decker
by: Kail Decker
City Attorney
Date: 2023.06.12
11:45:10 -05'00'

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____, 2023 and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

Digitally signed by Jason Kaczmarek
Jason Kaczmarek
Date: 2023.06.15 14:36:24 -05'00'

Jason Kaczmarek
Director of Finance/Comptroller

**CITY OF WEST ALLIS
RESOLUTION R-2024-0396**

**RESOLUTION TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO
ACCEPT AN ALLOCATION OF 2024 RECYCLING GRANT FUNDING FROM
THE DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the City of West Allis (“City”) has applied for and was awarded a grant in the combined amount of \$253,868.93 to offset the City’s recycling program costs for the fiscal 2024 year; and,

WHEREAS, the City provided the Department of Natural Resources all recycling accomplishments for the 2023 year for single family and 2-4 unit residential housing; and,

WHEREAS, the City agrees to promote and comply with all applicable recycling provisions as outlined in the Wisconsin Statute and Wisconsin Administrative Code; and,

WHEREAS, funds from the awarded grant will assist in the funding of services relating to recycling for the citizens of West Allis; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. Authorizes the West Allis Department of Public Works to accept the recycling grant.
2. That the Director of Public Works be and is hereby authorized and directed to take any and all other actions deemed necessary to effectuate the intent of this resolution.

SECTION 1: **ADOPTION** “R-2024-0396” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0396(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



May 09, 2024

Dave Wepking
Director PW
City of West Allis
6300 W McGeoch Ave
West Allis, WI 53219-1447

RU #40292

SUBJECT: Announcement of **2024** Recycling Grants to Responsible Units

Dear Responsible Unit Contact:

On behalf of the Governor, the Department of Natural Resources (DNR) is pleased to offer an award of \$253868.93 to your responsible unit to offset your recycling program costs during the current calendar year. This grant amount is composed of your Basic Recycling Grant + the Recycling Consolidation grant if you applied and are eligible. Remember that the total grant amount may not exceed projected net eligible costs as stated in your grant application.

Basic Recycling Grant Award	\$239205.60
Recycling Consolidation Grant Award	\$14663.33

Calculating Your Basic Recycling Grant

Your Basic Recycling grant amount was determined as prescribed by Wisconsin Statutes:

- 1- We identify your RU percentage of total available funds from 1999, then
- 2- We apply that percentage to the total available grant appropriation (\$19,000,000).

Calculating Your Recycling Consolidation Grant

Per Wisconsin Statutes, the consolidation grant awards are calculated on a per capita basis. A total of **213** Responsible Units applied for this grant by the deadline and are eligible to receive this grant. The total population of all those eligible applicants is **4,072,336**. The Legislature provided \$1M for this program. So, the per capita rate is **\$0.245** per person in each Responsible Unit ($\$1,000,000 \div \text{population} = \0.245 per person in eligible RUs).

Timing of Grant Check

The grant award payments will be issued as one check per responsible unit on or before June 1, 2024.

Accepting Grant Conditions

By endorsing the grant check, you are accepting this award and you agree to comply with the grant conditions, the program's financial guidelines, and the assurances you signed in your grant application. Grant conditions can be found at the Basic Recycling Grant website under the "RESOURCES" tab:

<https://dnr.wisconsin.gov/aid/Recycling.html>

Important Reminders

- If you spent less than the awarded amount within the current grant year, you will be required to repay the difference between your awarded amount and the actual amount you spent. A separate notification about this will be sent to affected RUs.
- Your Recycling Grant Award is to be used for eligible expenditures directly related to the cost estimates submitted with your grant application—*Estimated Budget Spreadsheet*.
- You will report actual 2024 recycling costs in the *2025 Annual Report of Recycling Program Accomplishments*. This Annual Report is necessary for maintaining continuity of data collection and to determine whether or not your total net eligible recycling costs matched or exceeded your grant award.

We appreciate your efforts to recycle in Wisconsin. Should you have any questions about this or any aspect of the recycling grant program, please contact Wendy Soleska, Grant Manager by e-mail at Wendy.Soleska@wisconsin.gov or by telephone number (608) 852-1358.

Sincerely,



Jim Ritchie,
Director Community Financial Assistance

C. Wendy Soleska – Grant Manager (via e-mail)

State of Wisconsin

Check Date: 5/15/2024

Supplier Number: 0000071886

Check No: 1003030985 HC: OM

AP Unit	Voucher ID	Invoice Number	Invoice Date	Gross Amount	Discount Amount	Paid Amount
DNR	00729241	RCY68100	5/14/2024	\$253,868.93	\$0.00	\$253,868.93
	2024 Recycling Grant Award					

550-0000-434.02-00

"24 Recycling Grant"

QUESTIONS? Contact wivendors@wi.gov or 608-264-6600 with check and amt

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
1003030985	5/15/2024	\$253,868.93	\$0.00	\$253,868.93

**CITY OF WEST ALLIS
RESOLUTION R-2024-0413**

**RESOLUTION RELATIVE TO APPROVING A SECONDARY LOCATION FOR
PERSPECTIVE BREWING**

WHEREAS, Wis. Stat. 125.29(7)(d)3 establishes that the City's approval for a brewer's secondary location "shall be based on the same standards and criteria that the municipality has established by ordinance for the evaluation and approval of retail license applications"; and,

WHEREAS, Perspective Brewing Company maintains its primary location at 7508 W Greenfield Ave. In West Allis; and,

WHEREAS, Perspective Brewing Company has committed to vending canned and draft beer at West Allis Farmers Market throughout its 2024 operating season; and,

WHEREAS, Perspective Brewing Company will vend at the West Allis Farmers Market on the following dates: June 1, 6, 8, 13, 15; July 6, 11, 13, 27; August 1, 3, 15, 17, 22, 24; September 5, 7, 12, 14; and October 5 and 19; and,

WHEREAS, Perspective Brewing Company seeks permission to establish a secondary location at West Allis Farmers Market on the dates above; and,

WHEREAS, Perspective Brewing Company is a vendor in good standing whose support and partnership is essential to the execution of this vibrant community event.

NOW THEREFORE, BE IT RESOLVED by the City of West Allis that a secondary location shall be approved for Perspective Brewing Company as part of West Allis Farmers Market on the dates above.

SECTION 1: **ADOPTION** "R-2024-0413" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0413(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Record #	License Type	Agent First Name	Agent Last Name	Business Address (License Location)	DBA/Trade/Business Name	Legal Name (corporation, limited liability company, or partnership)
ALC-22-134	Class B Tavern	Jodie	Hay	6851 W Beloit Rd	Shamrox	J Hay LLC
ALC-22-148	Class B Tavern	Kathy	Goedde	8900 W Greenfield Ave	Limanski's Pub	CRG Investments LLC
ALC-22-179	Class B Tavern	Robert	Anderson	6827 W National Ave	Stallywood	Stallywood LLC
ALC-22-180	Class B Tavern	Pascual	Ramos	907 S 84th St	El Sagitario	El Sagitario Bnc
ALC-22-193	Class B Tavern	Jennifer	Vidrio	1650 S 84th St	84th Classic Cafe	Vidrio Enterprises LLC
ALC-22-40	Class B Tavern	Joseph	Braun	7100 W National Ave	Braun's Power House	Braun's Pub & Eatery LLC
ALC-22-98	Class B Tavern	Sharon	Butterfield	5826 W Burnham St	Rockstars Saloon	Rockstars Saloon

Record #	Record Type	Applicant Name	Date Submitted
ALC-22-175	Alcohol Beverage Retail Lic	Edwin Ordonez	5/30/2024 21:50
ALC-23-31	Alcohol Beverage Retail Lic	Navpreet Manhani	5/30/2024 17:26
ALC-23-32	Alcohol Beverage Retail Lic	Navpreet Manhani	5/30/2024 16:38
ALC-24-4	Alcohol Beverage Retail Lic	Manuel Godoy Gonzalez	6/5/2024 16:43

Address	Record Status	Publication Date
7420 W GREENFIELD AVE, West Allis, WI 53214	Active	6/7/2024
7235 W NATIONAL AVE, West Allis, WI 53214	Active	6/7/2024
1350 S 108 ST, West Allis, WI 53214	Active	6/7/2024
6300 W LINCOLN AVE, West Allis, WI 53219	Active	6/14/2024

Common Council Date

7/10/2024

Any changes made to plan of operation, floor plan, security, etc. at committee?

Yes

Do you wish to change anything on the floor plan for this upcoming license period?

No

Yes

No

No

Do you wish to change any of the litter and noise answers above?

No

No

No

No

Do you wish to change your hours of operation?

No

Yes

Yes

No

Do you wish to change the premises description?

No

No

No

No

Do you wish to change any of the security plans listed above?

No

No

No

No

Do you wish to change the percentages of sales from what is listed above?

No

Yes

Yes

No

Is this agent the same or do you have a new agent for this license period?

Same Agent

Same Agent

Same Agent

New Agent

Describe changes.

Principal Business is a Restaurant Â No alcohol on patio after 8pmVideo Surveillance â€“ interior and exteriorNo Pool

Describe changes and upload new floor plan below.

Planning and Zoning indicated applicant wants to add an outdoor patio.Â

TablesFriday and Saturday â€“ Security at night

Enter any changes to the litter and noise answers here.

Enter any changes to the security plan here.

Are There Any Changes to your Current Entertainment Types?

Yes

No

No

No

List any additions or deletions to your Entertainment.
Music & Amusement Machines

Please re-enter what entertainment should be listed on your license, taking into consideration anything you want removed.
Music & Amusement Machines

Are there any outstanding Personal Property Taxes?

Amount of Personal Property Taxes Owed

Expiration Date

Type of Permit: *One Day/Single Event (Alcohol) and Temporary Public Entertainment Permit*
Record Number: *TEMP-24-21*

Business Name: *Studz Pub*

Date submitted: *June 25, 2024*

Location: *6833 W National Ave*

Type of Entertainment:

Applicant: *Dean Ratas*

Current Class B License Number: *ALC-22-104*

Other Licenses/Permits applied for this event, if any: *SPEV-24-36*

Event Date (or first day of multi day event) *11am*

Times: *11am - 8pm*

2nd Date, if applicable -

2nd Day times: -

3rd Date, if applicable -

3rd Day Times: -

4th Date, if applicable:

4th Day Times: -

Description of Area for which extension is requested: *Outside of bar and in the street*

Type of Permit: *One Day/Single Event (Alcohol) and Temporary Public Entertainment Permit*
Record Number: *TEMP-24-20*

Business Name: *STUDZ PUB AND SPORTS BAR*

Date submitted: *June 18, 2024*

Location: *6833 W National Avenue*

Type of Entertainment: *Street Band*

Applicant: *Dean T Ratas*

Current Class B License Number: *ALC-22-104*

Other Licenses/Permits applied for this event, if any: *SPEV-24-20*

Event Date (or first day of multi day event) *12:00 PM*

Times: *12:00 PM - 8:00 PM*

2nd Date, if applicable -

2nd Day times: -

3rd Date, if applicable -

3rd Day Times: -

4th Date, if applicable:

4th Day Times: -

Description of Area for which extension is requested: *The side of the bar facing 68th street, sidewalk, and 68 street from the stop sign to the end of the garage driveway/alley.*



CLAIMANT CONTACT INFORMATION

Name: Rebecca (Rachoner) Swanson
Address: 182 W Saveland Ave.
Milwaukee, WI 53207

Phone: 414-791-9527
Email: rrachoner@gmail.com

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: 04/25/2024 Time of day: 15:00
Location: 6944 W Beloit Rd, West Allis, WI 53219

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.

We used Heiden Plumbing's services to repair a lateral line issue that began on 03/15/2024 at 6944 W Beloit Road, West Allis. I have owned this property since August 2002 and my parent's became my tenants in October 2017. The entire project with Heiden was \$33,430 (not including the PuroClean bill and damaged property). My husband Dave Swanson and I reached out to city officials and engineers to navigate through this issue based on where all plumbers contacted to bid on this job found the break to be located (at or near the city's main). We were told time and again that we would receive support if the break was near/at the city main. On 4/25, when Andy Wyderka and his team excavated Beloit Road to work on the issue based on the city's drawings (from Greg/Alex in Engineering), he found that he needed to dig an additional 5 to 8 feet east of where the drawings indicated to actually get to the city's main and repair the city's main. Andy also shared that the original individual who installed this lateral line (in the 1940's??) did not install it properly and subsequent owners (including myself) were never notified by the city of this issue. This issue was not a result of tree roots as some at the city have indicated. I am requesting a payment of \$13650 to cover the additional 5-8' that was excavated. I am willing to provide additional proposals for the remainder of the work that was completed by Heiden and answer any questions. Thank you.

Contacts/Witnesses:

(414) 937-8420 - Heiden Plumbing - Andy Wyderka, Owner/Lead on this Repair
(414) 241-9577 - David Swanson (my husband)
(414) 651-8840 - Greg Bartelme, City of West Allis Engineering (communicated with Andy)
(414) 333-7645 - Alex Weislak, City of West Allis Engineering (communicated with Andy)

Check one:

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

Signed: Rebecca Swanson *Rebecca*

Date: 06/10/2024

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: \$ 13,650.00

SAVE

PRINT

Handwritten notes in blue ink, mostly illegible due to fading and bleed-through from the reverse side. The text appears to be organized into several lines or paragraphs, with some words like "and" and "the" being discernible.

Online Form Submittal: Alderperson Thomas G. Lajsic, Fourth Aldermanic District

1 message

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: rrachoner@gmail.com
To: rrachoner@gmail.com

Mon, Mar 18, 2024 at 8:30 PM

Alderperson Thomas G. Lajsic, Fourth Aldermanic District

Use this form to send an email message to Alderperson Lajsic.

If you are experiencing a life threatening emergency, call 911 to receive immediate attention. If you have an urgent or time sensitive matter that is not a life threatening emergency, please call the Police Communication Center non-emergency number, (414) 302-8000.

First Name	Rebecca
Last Name	Swanson
Street address:	6944 W. Beloit Road
Email:	rrachoner@gmail.com
Phone:	4147919527
Please respond by:	Email
Subject:	Lateral Line Issue at 6944 W Beloit Road
Message:	Hello Alderperson Lajsic,

I have been a resident of the City of West Allis since purchasing this property in August 2002. My 75-year old parents became my tenants when I got married and moved in with my husband in October 2017. I am reaching out to you for support and guidance as we are experiencing an emergency where the lateral line has sunk and broken. The initial plumber inspection is showing the break is between the curb of Beloit Road and the City Main. I understand from consulting with the city's Principal Engineer that under Policy #2609 the lateral line is the property owner's responsibility. However, the pipe is estimated to have sunk directly under Beloit Road, likely due to years of the weight of busy, consistent traffic. I currently have a plumber's estimate that breaks this project into two phases, the excavation and trenching of the road alone is \$16,800k (that does not include the actual pipe repair costs of \$14,700 nor the approximate \$5k cost of bringing in Puro Clean to remove the 6" of sewer sludge that covered the basement floor). I am applying to participate in MMSD's Pipe Check Program thanks

①

to the city engineer's recommendation. I have home owner's insurance, however, since the break is beyond the easement of my curb, they don't claim responsibility for coverage. The home has been uninhabitable since Friday, 3/15, first because Puro Clean needed to get in and clean (completed 3/18) and now because we cannot use any plumbing in the event that the drain pipe clogs again. My parents have been displaced to a local hotel for the unforeseen future. Is there any financial support or project support (i.e. DPW, diverting traffic, permit costs, etc.) that I can receive from the city?

I appreciate your insight and thank you in advance for your timely reply.

With Gratitude,

Rebecca Swanson
414-791-9527 or rrachoner@gmail.com

Water lateral break

2 messages

Thomas G. Lajsic <TLajsic@westalliswi.gov>

Tue, Mar 19, 2024 at 8:52 AM

To: "rrachoner@gmail.com" <rrachoner@gmail.com>

It has long been a City policy that any break in the lateral between the home and water main is the responsibility of the home owner. The only exception is if the break is at the "T" where the lateral meets the main. If the break is at the "T", the City takes responsibility. This has been the case for over 50 years. I understand your concern with the amount of money this entails. The City will not make an exception as this would contrary to what we have done in all other similar instances. I am sorry that I cannot assist you in this claim.

Thank you,

Tom Lajsic

City Hall offices are open to the public from 11:30 a.m. - 4:30 p.m., Monday - Friday. For the safety of our visitors and staff, access to the building is only available through the south entrance. Visitors to the building will be greeted at our customer service counter and, if needed, escorted to their destination within the building. Many City services can be accessed online at <https://www.westalliswi.gov/mycityhall> or by appointment with specific departments.

The City of West Allis is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of West Allis e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of West Allis full e-mail disclaimer at <https://www.westalliswi.gov/emaildisclaimer>

Rebecca Swanson <rrachoner@gmail.com>

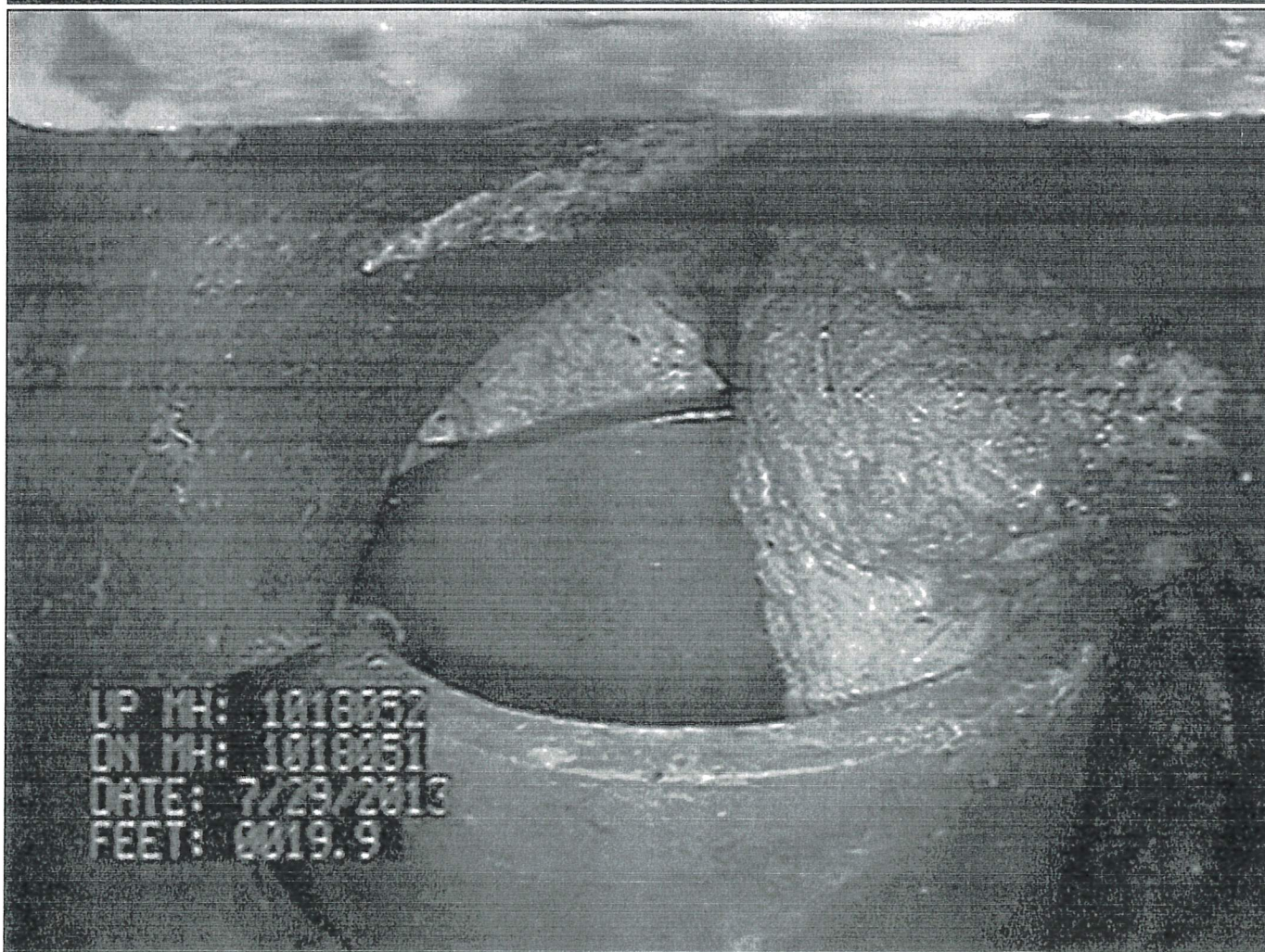
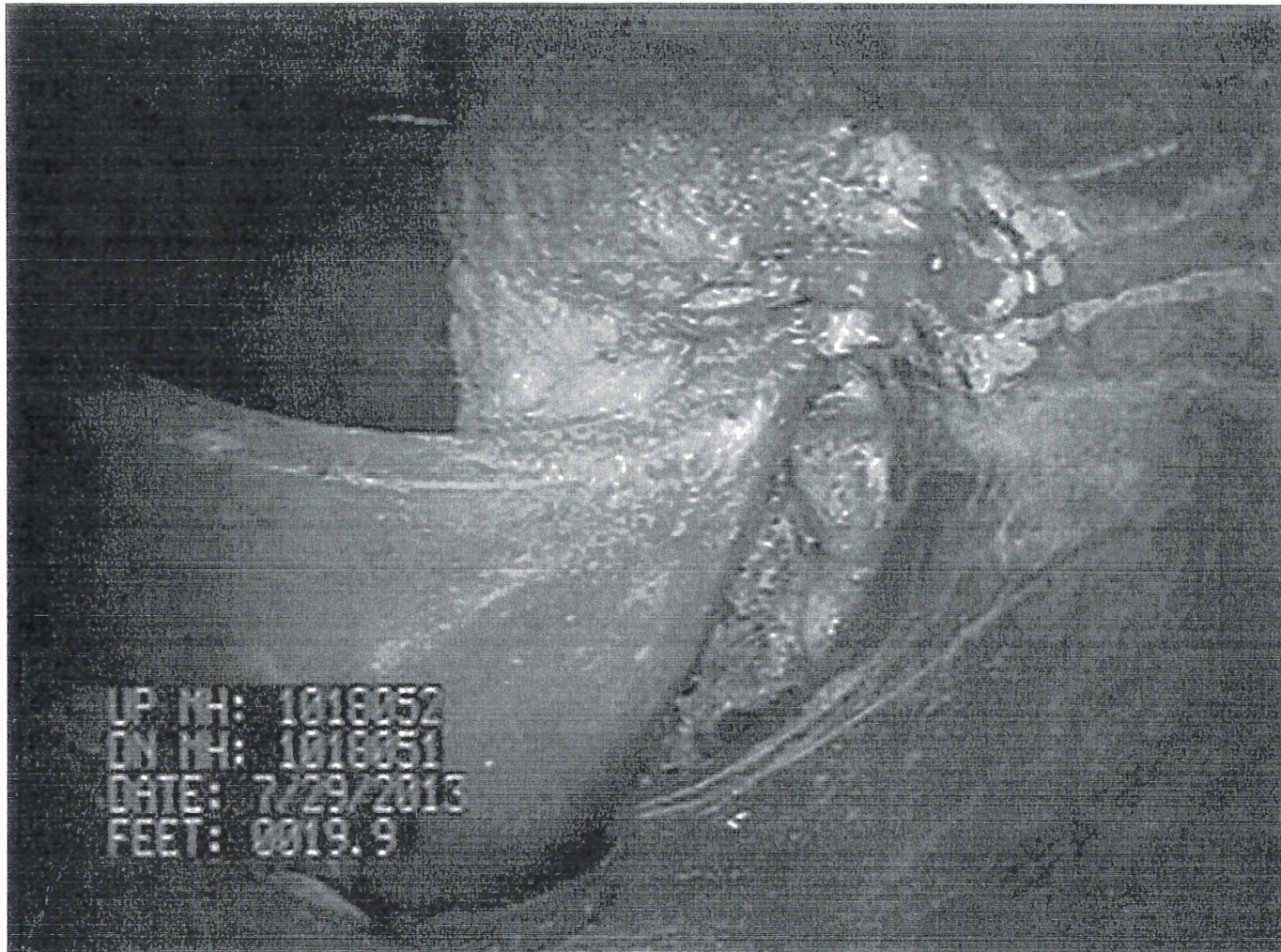
Tue, Mar 19, 2024 at 9:58 AM

To: RD Swanson <rdswanson21@gmail.com>


[Quoted text hidden]

②

2013

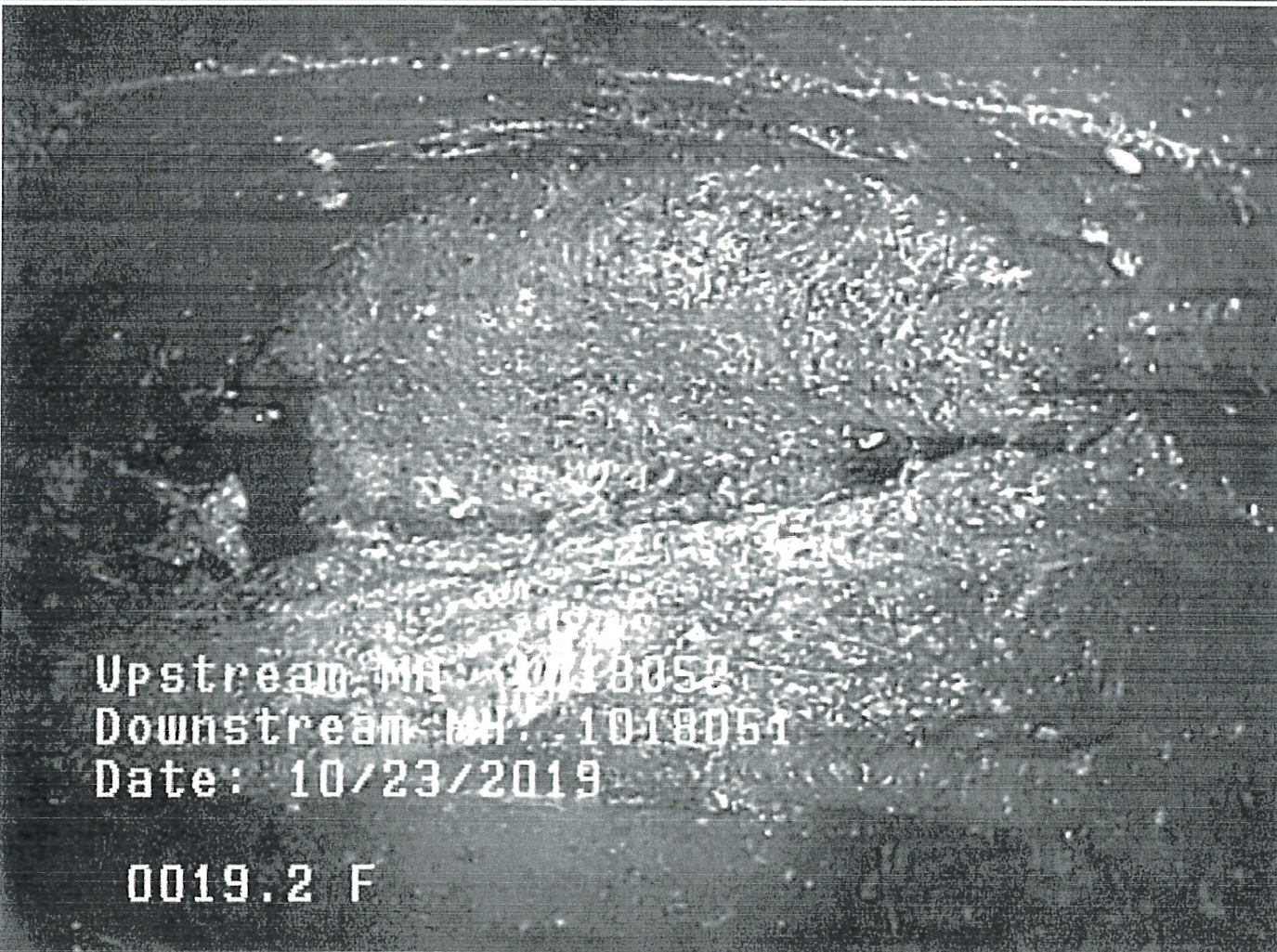


②
2019



Upstream MH: 1018052
Downstream MH: 1018051
Date: 10/23/2019

0019.2 F

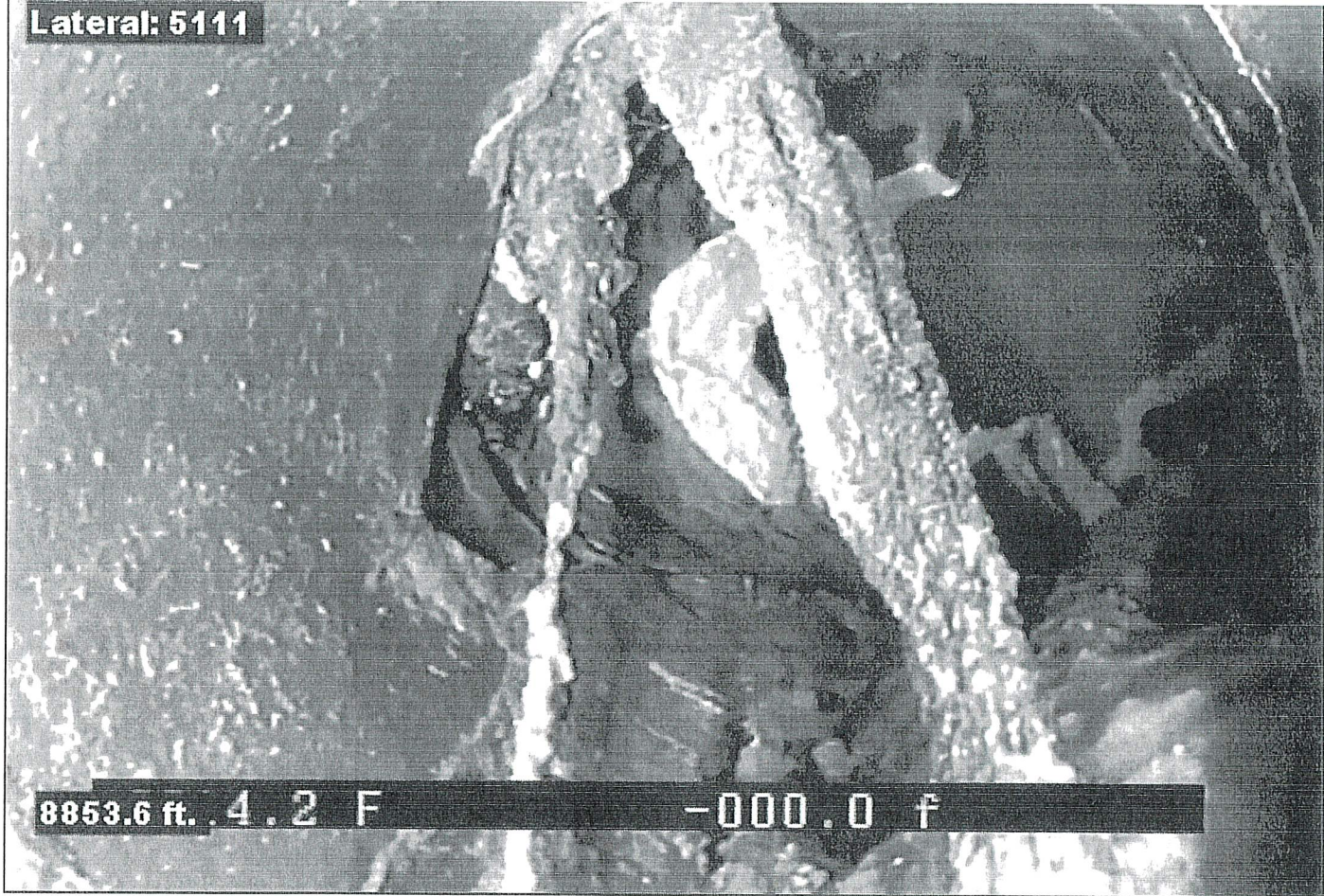


Upstream MH: 1018052
Downstream MH: 1018051
Date: 10/23/2019

0019.2 F

2

Lateral: 5111



3

HEIDEN

Plumbing, Heating & Cooling -Since 1925-

Heiden Plumbing Co., Inc.
1100 West Bruce Street, Milwaukee, WI 53204 (414) 937-8420 - FAX (414) 937-8425

PROPOSAL

Date: 4/29/2024

Proposal Submitted To:

Dave & Rebecca Swanson
182 W. Saveland Ave
Milwaukee, WI 53207

Job Location:

6944 W. Beloit Rd
West Allis, WI 53219

Phone:

We propose to furnish labor, materials and equipment to complete the following:

Option 1:

- Saw cut road and extend excavation to the east (5'x8' area roughly).
- Hydro-excavate around utilities down to city main and lateral connection.
- Cut in new lateral wye fitting as needed and tie onto existing lateral or new sewer lateral.
- Backfill excavation and restore road to meet city specs.

ALL FOR THE TOTAL SUM OF \$13,650.00 (Thirteen thousand six hundred fifty dollars)

Please Note:

- This work does not include any lateral work.
- This quote is over and above any previous work completed.

Terms: Signed proposal with 50% down payment to start job; Balance due upon completion.

Please Note: Any changes and or additions not listed above could result in extra charges.

Please return with your signature below AND on the TERMS & CONDITIONS page.

Authorized Signature Amy Wyderka (JES)

Customer Signature Rebecca Swanson Rebecca Swanson

PLEASE PRINT & SIGN NAME

This proposal may be withdrawn by us if not accepted within 15 days.

"AS REQUIRED BY THE WISCONSIN LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID, THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS (60) AFTER THEY FIRST FURNISHED LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS/HER MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID"

(OVER FOR OTHER GENERAL CONTRACT CONDITIONS & TERMS)

THANK YOU FOR THIS OPPORTUNITY TO QUOTE YOU!!

10

TERMS AND CONDITIONS

Acceptance: Upon completion of work, the Company's final bill shall be notice of completion of terms of the contract.
Property Transfers: In case the real estate on which plumbing has been installed is not owned by Customer, or is sold or conveyed, Customer agrees to immediately notify Heiden of owner's name and address. If proper notification is not given to Heiden any unpaid balance shall fall due immediately, and this contract may be declared null and void at option of Heiden.

Impairment Of Credit: If owner becomes insolvent, or unable to pay his debts as they mature, or has filed against him a bankruptcy, insolvency, or similar petition, or fails to pay any debt arising hereunder to Heiden on time, or if Heiden in good faith doubts the ability of owner to pay, Heiden may, at it's option, either (1) terminate the work at any time thereafter, and owner shall thereupon pay for all work performed on a pro rata basis, plus all lost profit, or (2) discontinue work until such time the owner has paid Heiden in full for work performed, has agreed to pay Heiden for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Heiden to insure payment of work.

Contract Terms: The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms here of and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives concerning the terms hereof. No statement (except for extra work) or writing subsequent to the date hereof which purports to modify or add to the terms and conditions hereof shall be binding unless consented to in writing and signed by the party against which enforcement there of is sought.

Interest And Collection Costs: It is agreed, in the event the Owner fails to pay the amounts due under the terms of this Agreement when due, interest may be charged by Heiden on the unpaid balance outstanding at the end of any calendar month at the rate of 1-1/2 % per month. Owner further agrees to pay all costs and expenses incurred by Heiden in collecting or attempting to collect amounts due hereunder, including reasonable attorneys' fees.

Warranty: Limited material warranty shall be as warranted by Manufacturer ONLY but in NO case shall it be longer than One Year from the date of substantial Completion.

Note - Exceptions to above:

Cleaning of drains and sewers are warranted for a maximum of thirty days from original date of service UNLESS stoppage is caused by broken pipes or introduction into drains or sewers of rags, paper or any material not normally found in piping, in which case there is NO warranty at all.

Insurance: Owner to carry fire, tornado, windstorm, lightning and other necessary insurance including vandalism and theft of installed material for protection of Heiden during construction project. Our workers are fully covered by Workman's Compensation.

Code Changes: Any change in local or state codes, effective after the date of this proposal, will be charged as an extra or credited as the case may be.

Specific Exclusions: This bid does not include labor or materials to pump water from basement or other excavations, or for frost breaking where required. Also excluded are sidewalk repairs or other unforeseen problems.

Underground Work: If there are any changes in the length of the sewer or water service or both as specified in contract and the depth of either or both is in excess of twelve feet, adjustment is to be made on the contract sum for whatever additional costs for materials, services and labor are incurred. Hauling of ground away from trenches is not included in quotation unless specified. Any utilities not marked could result in excavating alteration which could result in extra charges.

Unusual Conditions Of Earth: If any of the following conditions exist: (1) Underground water, quicksand etc. (2) Rock formation and/or hardpan; (3) Dump or refuse; (4) Buried foreign objects; (5) Unstable soil conditions, the contract sum is to be adjusted in the amount of any additional costs for materials, services, or labor incurred by reason of such unusual conditions.

Any And All Deviations: From this estimate which shall require additional labor and materials, shall be treated as extras and will become an extra charge over the sum in this contract.

Lateral And Depth Differences: There will be an extra charge for depths and locations of connection other than those specified by the city engineer or other responsible public authority. There will be an extra charge for depths and location of connection in excess of twelve feet.

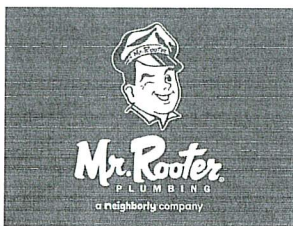
Delays: Any scheduled completion date is approximate and subject to delays caused by fire, strike or other labor disturbance. Acts of God, shortages of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other factor or event beyond Heiden's control, none of which factors or events shall give rise to any liability on the part of Heiden, but shall extend the completion date for a period equivalent to the time lost by reason of all such factors or events.

Authorized signature of acceptance:

Rebecca Swanson

Dated 05/01/24

3



2524 76th St
Franksville, WI 53126
262-835-7785

BILL TO

Rebecca Rachoner
182 West Saveland Ave
Milwaukee , WI 53207 usa

ESTIMATE
123775956

ESTIMATE DATE
Mar 15, 2024

JOB ADDRESS

Marlene Koehn
6944 W Beloit Rd
West Allis, WI 53219 usa

Job: 123778370
Technician: Taylor Vernon

ESTIMATE DETAILS

Road repair phase 1 : Location of utilities, Cut road, expose sewer, trench boxes, slurry and gravel backfill, repair of broken lateral to a connection that can be relined up to. Traffic control, repair of road.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
991011	Residential New Construction: Residential New Construction - Excavate in road, expose pipe, repair, fill trench and repair road.	1.00	\$16,856.00	\$16,856.00
	Estimate / costs may need to be revisited if unforeseen conditions arise.			

SUB-TOTAL	\$16,856.00
TAX	\$0.00
TOTAL	\$16,856.00

We know you have choices. THANK YOU for choosing Mr. Rooter Plumbing!

Estimate pricing valid for 30 days with the exception of material cost increases that may increase pricing.

TERMS: Due upon completion of job.

Late Charge of 2%. Accrued Monthly, For All Invoices Past 30 Days of Invoice Date.

We are hiring! Visit www.mrrooter.com

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSON OR COMPANIES FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON

OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER 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. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CUSTOMER AUTHORIZATION

I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. I agree to the following Terms and Conditions.

Authorized Amount: \$16,856.00

Sign here

✓ Date

TERMS AND CONDITIONS

It is agreed that Mr. Rooter is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings, and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY

Mr. Rooter, the franchisee, warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's, the franchisee, liability under this warranty is limited to repair, replacement, re-cleaning, or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

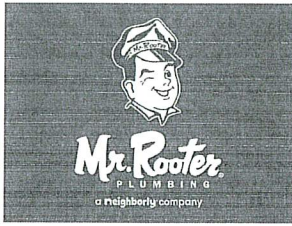
NOTICE TO OWNER

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.

1. Do not sign this contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
2. You are entitled to a copy of this contract at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return request receipt requested to the seller at his address which notice shall be postmarked not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, a lien may be placed on your property to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier of subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it.

\$70.00 return check fee.



2524 76th St
Franksville, WI 53126
262-835-7785

BILL TO

Rebecca Rachoner
182 West Saveland Ave
Milwaukee , WI 53207 usa

ESTIMATE
123776590

ESTIMATE DATE
Mar 15, 2024

JOB ADDRESS

Marlene Koehn
6944 W Beloit Rd
West Allis, WI 53219 usa

Job: 123778370
Technician: Taylor Vernon

ESTIMATE DETAILS

CIPP Lining 6" Bluelight / LED Cure phase 2 (Best): Advantage plan membership benefits are added for maximum savings (brochure included).

Hydro Scrub initially to clear out any root intrusions and/or debris, and flush to city main. Video inspect sewer line to ensure line is clear.

Video inspection will validate the length of liner material needed. Break open concrete floor and dig to expose sewer line. Remove section of sewer line and install liner material and secondary liner to assist in curing process. Once the curing process is complete, the secondary liner will be removed. Supply and install new building clean out and bed with gravel. Video inspect to confirm proper installation of liner. Inspection by city inspector is required. Upon passing inspection, back fill access area and repair concrete. Haul away all debris and clean up the work area.

Recorded video inspection pre & post CIPP lining.

CUSTOMER RESPONSIBILITY:

Customer to clear 10' x 10' work area around clean-out, and clear path from stairs to work area.

PLEASE BE ADVISED:

Bluelight / LED cure option takes approximately 1 - 2 hours pending no unforeseen circumstances. For planning purposes, NO water should be used in any fixture during the curing process. Use of water will void installation. Recommend offsite housing during the repair process.

SCOPE OF WORK:

Multiple technicians required onsite for 1 - 2 days, pending inspection though variances occur based on situations and environments..

TO BE COMPLETED BY TECHNICIAN:

Access (driveway or street parking):
Length of line:

Composition of line:
 Number of turns:
 Pathway to work area clear?
 Pictures of work areas

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
UG1050	Permits are issued per the Administrative Authority and Job Site Inspections will be performed by the UGS prior to, during and after the contracted work is completed.: PERMITS are issued by the Administrative authority and an INSPECTION will be performed to ensure compliance with local codes.	1.00	\$145.00	\$145.00	\$145.00
C1381	Hydro Scrub van pack jetter-additional hours: Hydro Scrub van pack jetter additional hours required beyond minimum of 2 hours required	1.00	\$260.50	\$260.50	\$260.50
J7986	Equipment Rental - Miscellaneous: Equipment Rental - Miscellaneous Jackhammer, concrete mixer, dust fan.	1.00	\$290.00	\$246.50	\$246.50
C2065	CIPP Lining of 6" Drainline - 1st 20 Feet-Bluelight Cure: CIPP Lining of 6" Drainline for the first 20 Feet of repair, Bluelight cure. CIPP Set up includes- material delivery, mixing station and inversion equipment. Pipe cleaning / preparation and video inspection.	1.00	\$4,470.00	\$3,799.50	\$3,799.50
C1350	Jetter Winterization Surcharge Nov- March: Jetter Winterization Surcharge November- March- as an additional charge for the equipment in harsh weather	1.00	\$55.85	\$47.45	\$47.45
C2077	CIPP Lining of 6" Drainline - Each Additional Foot- Bluelight Cure: CIPP Lining of 6" Drainline, charge per additional foot when cured with Bluelight technology.	40.00	\$132.08	\$124.00	\$4,960.00
C1945	Break, Remove, Replace up to 10 square feet of concrete: Labor to Break and Remove up to 10 square feet of concrete. Haul debris up to one cubic yard. Repair / replace up to 10 square foot of concrete, bed with gravel chips.	1.00	\$4,085.00	\$3,470.00	\$3,470.00
C1560 1	6" PVC Pipe additional: 6" PVC Pipe additional length, as required	20.00	\$79.40	\$70.64	\$1,412.80
C1555 1	6" PVC Service Pack up to 5 fittings: 6" PVC Service Pack up to 5 fittings	1.00	\$377.48	\$377.48	\$377.48

MEMBER SAVINGS	\$1,835.80
SUB-TOTAL	\$14,719.23
TAX	\$0.00
TOTAL	\$14,719.23

We know you have choices. THANK YOU for choosing Mr. Rooter Plumbing!

Estimate pricing valid for 30 days with the exception of material cost increases that may increase pricing.

TERMS: Due upon completion of job.

Late Charge of 2%. Accrued Monthly, For All Invoices Past 30 Days of Invoice Date.

We are hiring! Visit www.mrrooter.com

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSON OR COMPANIES FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER 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. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CUSTOMER AUTHORIZATION

I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. I agree to the following Terms and Conditions.

Authorized Amount: \$14,719.23

Sign here

Date

TERMS AND CONDITIONS

It is agreed that Mr. Rooter is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.

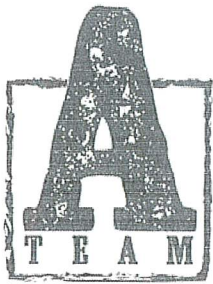
This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings, and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY

Mr. Rooter, the franchisee, warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's, the franchisee, liability under this warranty is limited to repair, replacement, re-cleaning, or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.



A Team Services LLC
24100 W Overson Road
Union Grove, WI 53182
262-332-7609
ateamservicesllc@yahoo.com

3

Estimate

ADDRESS

Becky Swanson

SHIP TO

Becky Swanson

ESTIMATE # 1366

DATE 04/08/2024

JOB ADDRESS

6944 W Beloit Rd

SALESPERSON

Andy

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Repair	Sewer Repair - sawcut the road, remove the asphalt Haul out all spoils Repair lateral as needed stone for backfill Men / Equipment Materials Slurry and patch the road To include barricades and traffic plan as per city spec for road closure	1	28,500.00	28,500.00
** if it is broken at the city main - that will be additional and we will discuss at that time**					

SUBTOTAL	28,500.00
TAX	0.00
TOTAL	\$28,500.00

Accepted By

Accepted Date

NOTICE TO OWNER

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.

1. Do not sign this contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
2. You are entitled to a copy of this contract at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return request receipt requested to the seller at his address which notice shall be postmarked not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, a lien may be placed on your property to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier of subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it.

\$70.00 return check fee.



CLAIMANT CONTACT INFORMATION

Name: LEROY TAYLOR JR Phone: 414 516-5711
Address: 1911 S 69th Email: _____
WEST ALLIS
53219

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: 6/14/2024 Time of day: 8:00am
Location: 1911 S 69th West Allis WI 53219

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.

They did not tow my car. They didn't have a chance to tow the car. I am unsure why I'd be charged if they never towed my car.

Check one:

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

Signed: Leroy Taylor Jr

Date: 6-21-24

CLAIM AMOUNT

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

The total amount sought is: \$ 90.00

SAVE

PRINT



**"DAMAGE FREE"
TOWING**

N & S TOWING, INC.
1759 So. 83rd Street • West Allis, WI 53214
476-8697 • Fax 476-7828
- 24 HOUR ROAD SERVICE -

PD
CASH
6-14-24



FLAT BED SERVICE

TOWED FOR <u>LEROY TAYLOR</u>		DATE <u>6/14/24</u>		CASH	X
ADDRESS		RO#	PO#	CHARGE	
FLATBED TOW SERVICE CALL <u>DROP FEE</u>		MAKE <u>TOYOTA CAMRY</u> YEAR		DRIVER	<u>CL</u>
LICENSE # <u>4VA-9936</u> STATE <u>WI</u>		LOCATION <u>1911 S 69TH</u>		TRUCK #	<u>31</u>
VIN # <u>4T1BE32K660654475</u>		MILEAGE			
NAME <u>LEROY TAYLOR</u>		PHONE () -			
DL#		DOB / /	ADVANCE CHARGES		
ACC#		EXP: / /	STORAGE / / TO / /		
I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.				AUTHORIZATION #	TAX <u>5</u>
				TOTAL	<u>90</u>

X Leroy Taylor X
OWNER/ REPRESENTATIVE DRIVER

4865



CLAIMANT CONTACT INFORMATION

Name: Thomas R. Bucholtz
Address: 10923 West Lincoln Ave
West Allis, WI 53227

Phone: 414-321-9100
Email: tom.gbins@gmail.com

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: Januaury 29, 2024 Time of day: _____
Location: 10923 W Lincoln Ave, West Allis, WI 53227

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.

I have owned this building since 9/11/2007. We have never had a sewer problem. on 1/29/2024 the sewer started backing up and making quite a mess in my basement. I haMilwaukee Drain Cleaners come over open the line up. 3 days later it backed up again. Rozga Plumbing came over and and couldn't figure out why it was backing up. They put a camera down and could fine a thing. A couple days the sme thing. sent another plumber out for a second opinion. Couldn't find anything wrong. They pulled the check valve out thinking that may have been the problem. A couple of days later the same problem reoccurred and still could not figure it out. They told me about once a week to run water down the drain tohopefully keep it draining. About a month ago I saw Visu-Sewer's truck parked in my driveway. I asked the guys what they were doing. They told me the City of WA knows they have sewer problem in front my building. A couple of weeks later another truck from BLD Company was checking the sewers. I again talked the guy and he told me there was a blockage 75 ft or so east of my driveway which is sewer is in my building. Therefore I want to be reimbursed for my costs.

Check one:

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

Signed: _____

Date: 6/14/2024

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: \$ 5,871.00

SAVE

PRINT



VENTURE

Transactions

Visit capitalone.com to see detailed transactions.

THOMAS R BUCHOLTZ #6364: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Feb 28	Feb 28	CAPITAL ONE ONLINE PYMTAuthDate 26-Feb	- \$7,149.45

THOMAS R BUCHOLTZ #6364: Transactions

Trans Date	Post Date	Description	Amount
Feb 3	Feb 5	MENARDS WEST ALLIS WIWEST ALLISWI	\$4.21
Feb 3	Feb 5	MENARDS WEST ALLIS WIWEST ALLISWI	\$5.73
Feb 4	Feb 5	SAMS CLUB #8164WAUKESHAWI	\$135.73
Feb 5	Feb 6	ROZGA PLUMBING CORPWEST ALLISWI	\$348.00
Feb 6	Feb 7	INMOTIONHOSTING.COM888-3214678CA	\$167.88
Feb 6	Feb 8	MENARDS WEST ALLIS WIWEST ALLISWI	\$3.17
Feb 7	Feb 8	CRAIGSLIST.ORG415-399-5200CA	\$5.00
Feb 12	Feb 14	MENARDS WEST ALLIS WIWEST ALLISWI	\$53.42
Feb 17	Feb 19	THE HOME DEPOT #4902WEST ALLISWI	\$21.19
Feb 19	Feb 20	ROZGA PLUMBING CORP414-2589911WI	\$881.25
Feb 19	Feb 21	THE HOME DEPOT #4902WEST ALLISWI	\$16.27
Feb 22	Feb 22	AMAZON RET* 111-255281WWW.AMAZON.COWA	\$53.00
Feb 22	Feb 23	CRAIGSLIST.ORG415-399-5200CA	\$5.00

MY LABOR + SANITIZING MATERIALS

\$500.00



VENTURE

Venture Credit Card | Visa Signature ending in 6364
Jan 04, 2024 - Feb 03, 2024 | 31 days in Billing Cycle

Transactions

Visit capitalone.com to see detailed transactions.

THOMAS R BUCHOLTZ# 6364: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Jan 3	Jan 5	INCENTREV HALF OFF CERTIFATLANTAGA	- \$54.99
Jan 22	Jan 22	CREDIT-TRAVEL REWARD	- \$415.79
Jan 28	Jan 29	CAPITAL ONE ONLINE PYMTAuthDate 26-Jan	- \$6,500.00

THOMAS R BUCHOLTZ# 6364: Transactions

Trans Date	Post Date	Description	Amount
Jan 4	Jan 6	SCHLOSSMAN HONDA CITYGREENFIELDWI	\$174.43
Jan 6	Jan 8	MENARDS BURLINGTON WIBURLINGTONWI	\$147.78
Jan 7	Jan 8	SPEEDWAY 04118 WEST ALLISWEST ALLISWI	\$20.39
Jan 7	Jan 9	THE HOME DEPOT #4902WEST ALLISWI	\$26.20
Jan 9	Jan 10	HERITAGE BAY239-3537056FL	\$621.75
Jan 10	Feb 1	ROZGA PLUMBING CORPWEST ALLISWI	\$105.00
Jan 31	Feb 1	Blinkamzn.com/billWA	\$11,859.22
Feb 1	Feb 1		

THOMAS R BUCHOLTZ #6364: Total Transactions

\$11,859.22

Total Transactions for This Period

Trans Date	Post Date	Description	Fees	Amount
				\$0.00

Total Fees for This Period

Interest Charged	Amount
Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00

Total Interest for This Period

Totals Year-to-Date	Amount
Total Fees charged	\$59.00
Total Interest charged	\$0.00

Additional Information on the next page



Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO

Tom Bucholtz
10923 West Lincoln Avenue
West Allis, WI 53227 USA

ESTIMATE
56325231

ESTIMATE DATE
Jun 24, 2024

JOB ADDRESS

Tom Bucholtz
10923 West Lincoln Avenue
West Allis, WI 53227 USA

Job: 20240752
Technician: ARNOLD S.

ESTIMATE DETAILS**New Backwater Valve :**

Rozga Plumbing to install a new backwater valve to stop the flow of wastewater from the city main back into the basement.
This project to include the following:

- Excavate by hand to expose the building drain as it leaves under the basement floor
- Dewater the excavated hole with dewatering pump to keep groundwater away from the work area
- Cut into the gravity drain line and add a new 4" PVC backwater valve with riser
- Commission the new backwater valve into service to protect the building from excessive flow in the sanitary sewer main from returning up the building lateral and into the basement.
- The dewatering pump to then be removed and the concrete floor patched back to a smooth finish around the new backwater valve riser

This project to total \$3,220.00

PAYMENT TERMS:

A down payment of \$1,100.00 to be made with the signed proposal and the balance due upon completion.

SUB-TOTAL	\$3,220.00
MILWAUKEE COUNTY 0.9%	\$0.00
STATE OF WISCONSIN 5%	\$0.00
TOTAL	\$3,220.00

Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Rozga Plumbing Corp. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these



CLAIMANT CONTACT INFORMATION

Name: Jasmine Santiago
Address: 1012 S 85th St
West Allis, WI 53214

Phone: 701-319-9831
Email: 1jasminegrace@gmail.com

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: 6/7/24
Location: 8405 W National

Time of day: 10:55 AM

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.

My car was parked in parking lot. As I was walking to the car after spending time at the Honey Creek Park, my kids and I saw the city truck pull in to the right of my car (into the empty parking space), and then reversed in order to park in an empty space behind him. We saw him swipe and bump the truck against our car as he struggled in reversing. I took pics of my damage and walked to his ~~car~~ truck and took pics as I approached the city worker. Right away, he said "Sorry. I am calling my supervisor. He will be here soon." Then supervisor came and then police came to take a police report. I only have liability insurance. I would also need a rental car.

Check one:

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

Signed: Jasmine Santiago

Date: June 26, 2024

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: \$ 3,390.05 (I included 2 estimates - Caliber Collision + Gerber)

SAVE

PRINT



CLAIMANT CONTACT INFORMATION

Name: Alex Morales
Address: 1959 S 77th St
West Allis, WI 53219

Phone: 414-627-0819
Email: ajm081900@gmail.com

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: 05/30/2024 Time of day: 06:00
Location: 1959 S 77 St, West Allis, 53219

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 May 30th, 2024, West Allis PD executed a Search Warrant on my property. I was taken into custody and ultimately released 2 hours later, due to no evidence of any federal crimes being committed. I have filed a complaint with the West Allis PD and Fire and Police Commission as well. I've attached the police report, which corroborates that I was never guilty of any federal crime, after 5 months of surveillance, that would even justify a Search Warrant on my property. I am seeking compensation for damages at this time for damage to my property that includes material, cost of carpentry labor, and lost wages.

Itemization:

\$400-missed 10 hair cut appointments on 5/30/2024 (I am a self-employed barber, each haircut is \$40)
\$178.78-Home Depot receipt attached. Items needed to secure my property on 5/30/2024
Front and Back Door Replacement-Estimate #1-\$968.47; with tax \$1036.26
Front and Back Door Replacement-Estimate #2-1957.89; with tax \$2094.88
Basement Window Glass-3 pieces needed-\$12.51; with tax \$13.39
Exterior Door Lock Set-2 sets needed-\$69.94; with tax \$74.83
Carpenter Labor cost estimate: 40 hours x \$75/hour=\$3000.00 (repair,removal and replacement of doors, basement window glass, and material ordering and pick-up)
ESTIMATE #1-\$4703.26
ESTIMATE #2-\$5761.89

Check one:

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

Signed: Alex Morales

Date: 06/30/2024

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: \$ 5,761.89

SAVE

PRINT

FILED
12-05-2023
Anna Maria Hodges
Clerk of Circuit Court
2023CV009079
Honorable Brittany C.
Grayson-16
Branch 16

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CITY OF WEST ALLIS

7525 West Greenfield Ave
West Allis, WI 53214,

Plaintiff,

v.

SEAGRAVE FIRE APPARATUS, LLC

105 East 12th Street
Clintonville, WI 54929,

Defendant.

Case No. 23-CV-_____

Case Code: 30303

Other - Contracts

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a 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 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 901 North 9th Street, Milwaukee, WI 53233 and to Kail

Decker, Plaintiff's attorney, whose address is 7525 West Greenfield Avenue, West Allis, WI 53214. You may have an attorney help or represent you.

If you do not provide a proper answer within 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.

Dated this 5th day of December, 2023.

CITY OF WEST ALLIS



Kail Decker
City Attorney
State Bar No. 1063074
Attorney for Plaintiff

7525 West Greenfield Avenue
West Allis, WI 53214
(414) 302-8450 – Phone
(414) 302-8444 – Fax
kdecker@westalliswi.gov

FILED
12-05-2023
Anna Maria Hodges
Clerk of Circuit Court
2023CV009079
Honorable Brittany C.
Grayson-16
Branch 16

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CITY OF WEST ALLIS

7525 West Greenfield Ave
West Allis, WI 53214,

Plaintiff,

v.

Case No. 23-CV-_____

Case Code: 30303

Other - Contracts

SEAGRAVE FIRE APPARATUS, LLC

105 East 12th Street
Clintonville, WI 54929,

Defendant.

COMPLAINT

Plaintiff, City of West Allis, by City Attorney Kail Decker, for its Complaint against the Defendant, Seagrave Fire Apparatus, LLC, alleges as follows based upon information and belief:

PARTIES

1. City of West Allis ("City") is a municipal corporation organized under Wis. Stat. Ch. 62, with its principal office located at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Seagrave Fire Apparatus, LLC (“Seagrave”) is a foreign limited liability company organized in the State of Delaware and registered to operate in the State of Wisconsin, with its principal office located at 105 East 12th Street, Clintonville, Wisconsin.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Seagrave pursuant to Wis. Stat. § 801.05(1)(d) and 801.05(5)(c) because Seagrave is engaged in substantial and not isolated activities within this state and this matter arises out of a promise by Seagrave to deliver or receive within this state or to ship from this state goods, documents of title, or other things of value.
4. Venue is appropriate in Milwaukee County pursuant to Wis. Stat. § 801.50(2)(a) and by stipulation of the parties under Wis. Stat. § 801.52.

FACTUAL BACKGROUND

5. On or about June 10, 2021, Seagrave provided to City a proposal to sell to City a firefighting apparatus known as a Custom Marauder II pumping engine, Model TB50CA, Numbered S.O. 78L80 (“Engine”).
6. The Engine is a custom-built piece of firefighting equipment that is unique to the City’s specifications.
7. On July 13, 2021, the common council for City adopted Resolution R-2023-0415, which authorized the purchase of the Engine under the terms of the purchase agreement.
8. No later than September 22, 2021, the parties, through authorized representatives, executed an agreement that stated City would acquire the Engine from Seagrave for \$684,997.00 and the Engine was to be ready for delivery within 420 calendar days after receipt of the complete defined order. A copy of the purchase agreement is attached and marked **“Exhibit A.”**

9. The parties mutually agreed to specifications, change order documents, and approval drawing signed by the authorized representative of City on or before November 17, 2021.
10. City has substantially complied with all relevant provisions of the purchase agreement and intends to accept the Engine and make payments as they become due.
11. According to Section 3 of the purchase agreement, Seagrave had a duty to deliver the Engine to the West Allis Fire Department at 7332 West National Avenue, West Allis, Wisconsin, no later than January 12, 2023.
12. As of the date of filing, Seagrave has not delivered the Engine to the City.
13. In a letter dated May 2, 2023, Seagrave has declared an intention to delay performance on the contract unless City pays an additional \$102,750 above the listed contract price. A copy of the letter is attached and marked “**Exhibit B.**”
14. At no time did the City indicate to Seagrave that it intended to pay the additional \$102,750.
15. Despite Seagrave stating in May 2023 an intention to not timely perform as specified the contract, on September 28, 2023, Seagrave notified the City that the production start date for the Engine is late October 2023 with delivery expected in January 2024.
16. On September 29, 2023, despite indicating on the prior day that production wouldn’t start until late October, Seagrave sent pictures to the City indicating that its Engine was already under construction.
17. In the morning of October 12, 2023, Seagrave sent additional pictures indicating that the City’s Engine cab is progressing in its manufacturing.
18. In the afternoon of October 12, 2023, the City staff reminded Seagrave that no additional payment was approved by its common council and stated that the City was looking forward

to taking delivery in January 2024, which is about a year later than the deadline contemplated within the purchase agreement.

19. On October 16, 2023, Seagrave responded to the City by saying “Seagrave will place a ‘STOP ORDER’ on the production of the West Allis, WI Pumper” as a result of the City declining to pay the additional surcharge in excess of the original contract price.
20. The October 16 email from Seagrave also stated that unless some compromise is reached between the parties “the components and cab will then be used to manufacture another customers apparatus.”
21. No change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control have occurred that would justify a delay in delivery beyond the 420 calendar days.
22. Seagrave has the ability to produce and deliver the Engine but is refusing to do so unless City pays an extra \$102,750 above the contract price.
23. Seagrave has produced and delivered, and continues to produce and deliver, similar apparatuses to other customers.
24. City executed this contract to acquire the Engine for the purpose of replacing an outdated 2003 Pierce pumping engine.
25. City has attempted to mitigate damages by devoting substantial time and money to keeping the outdated Pierce pumping engine running longer than its expected useful service life.
26. City has suffered damages as a result of Seagrave failing to timely deliver the Engine including, but not limited to, direct and indirect costs to maintain the outdated Pierce pumping engine.
27. Since January 12, 2023, the expenses incurred to maintain the outdated Pierce pumping engine are reasonable expenses incident to Seagrave’s delay in delivering the Engine and

such damages were reasonably foreseeable at the time the contract was entered into as probable if the contract were broken.

28. Due to the time delay between ordering and receiving a custom-built pumping engine, the City is not able to timely procure substitute goods under Wis. Stat. § 402.712 as a result of Seagrave's breach.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

29. Paragraphs 1 to 28 are incorporated as though fully set forth.
30. Seagrave breached performance of a duty under the purchase agreement by failing to deliver the Engine to the City as promised by the due date.
31. Performance of the contract by the delivery date was intended to be of vital importance to City, and failure of Seagrave to perform on time constitutes a breach of contract.
32. Even if a failure to deliver the Engine strictly by the delivery date is not a breach of contract, the extent of time that has passed since the delivery date is more protracted than a reasonable time for delivery to occur, constituting a breach of contract.

SECOND CAUSE OF ACTION

BREACH OF DUTY OF GOOD FAITH

33. Paragraphs 1 to 32 are incorporated as though fully set forth.
34. Seagrave had an obligation to deal in good faith when contracting to produce and deliver the Engine within 420 days.
35. Seagrave breached the contract's good faith obligation by indicating that the City's Engine was being actively manufactured under the incorrect assumption that the City would pay the additional \$102,750 and then indicating that the partially manufactured Engine will be

sold to another customer when the City reminded Seagrave that no additional payment was approved.

36. Seagrave presented a partially assembled apparatus to City as though it was constructed from the beginning for City, but that apparatus was generically assembled to induce City into paying the additional requested amount.

37. Seagrave's failure to act in good faith has had the effect of injuring the rights of City to receive the benefits of the contract.

38. Other third parties who agree to amend their contracts to more favorable terms for Seagrave are receiving their equipment first.

DEMAND FOR RELIEF

Wherefore, Plaintiff, City of West Allis, requests that the Court enter judgment as follows:

- A. An order for specific performance of the contract by requiring Seagrave to manufacture and deliver the Engine as soon as practicable for the agreed upon price.
- B. An order for incidental damages resulting from Seagrave's breach in an amount equal to the reasonable expenses incident to the delay or other breach.
- C. If specific performance is not ordered, an order for damages for nondelivery or repudiation consistent with Wis. Stat. § 402.713.
- D. If specific performance is not ordered, an order for damages for loss of expectation in the amount which will compensate the City for the difference between the price paid to obtain a different pumping engine and the price of the Engine originally established within the contract with Seagrave.
- E. An order allowing the City to deduct all or any part of the damages awarded in this matter from any part of the price still due under the same contract.

F. An award of all litigation costs incurred by City in this action, including the reasonable fees of its attorneys.

G. Such other and further relief as the Court deems appropriate and just.

Dated this 5th day of December, 2023.

CITY OF WEST ALLIS



Kail Decker
City Attorney
State Bar No. 1063074
Attorney for Plaintiff

7525 West Greenfield Avenue
West Allis, WI 53214
(414) 302-8450 – Phone
(414) 302-8444 – Fax
kdecker@westalliswi.gov

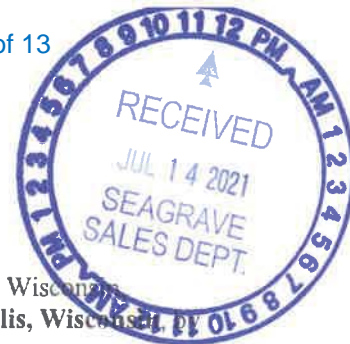


EXHIBIT A

CONTRACT

THIS AGREEMENT; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **West Allis Fire Department of Wisconsin, West Allis, Wisconsin**, its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave model TB50CA Marauder Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **420** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**West Allis Fire Department
7332 West National Ave.
West Allis, WI 53214**
4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **Six Hundred Eighty-Four Thousand, Nine Hundred Ninety-Seven Dollars (\$684,997.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

*Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Milwaukee County, Wisconsin.
10. Seller and Purchaser Indemnifications:
 - 10.1. Seller Indemnification. Seller herein agrees to indemnify and hold Purchaser, its elected officials, employees, agents and volunteers free and harmless from any liability for losses, claims, injury to or death of any person resulting from the negligent acts or omissions in the design, engineering and manufacture/assembly of the Apparatus and Equipment.
 - 10.2. Purchaser Indemnification. Purchaser herein agrees to indemnify and hold the Seller, its officers, employees, directors, shareholders, agents and lenders free and harmless from any liability for losses, claims, injury to or death of any person arising out of or resulting from the Purchaser's, its elected officials', employees', agents' and volunteers' use, operation or possession of the Apparatus and Equipment, but only to the extent caused by the negligent acts or omissions of the Purchaser, its elected officials, employees, agents and volunteers.

10.3. Mutual Indemnification Survival Provision. The indemnification provisions provided in this Section 10. shall survive the performance of this Agreement, including delivery of the Apparatus and Equipment by the Seller and payment by the Purchaser.

11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 6 day of July 2021.

WEST ALLIS FIRE DEPARTMENT OF WISCONSIN ("Purchaser")

By Jason Schaak 

Title Assistant Chief
Purchaser

By Rebecca N. Hill

Title July 13, 2021
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

By Ulisses D. Parmeziani
Ulisses D. Parmeziani

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: 09/22/2021

**EXHIBIT B****SEAGRAVE FIRE APPARATUS, LLC**

May 2, 2023

RECEIVED**MAY 05 2023****WEST ALLIS
FIRE DEPARTMENT**

West Allis Fire Department
Attn: Jason Schaak, Assistant Chief
7332 West National Avenue
West Allis, WI 53214
Email: jschaak@westalliswi.gov

Re: Contract for One (1) Custom Fire Apparatus Model TB50CA and Numbered
S.O. 78L80 (the "Apparatus")

Dear Chief Schaak:

We are reaching out to advise you that the manufacture and delivery of your Apparatus at the original quoted price has become commercially impracticable. We have experienced severe shortages of materials and labor and severe increases in costs for materials, freight, and labor. These shortages, increases and related disruptions have occurred and persisted to a degree that could not have been reasonably anticipated at the time your Apparatus was priced.

Seagrave greatly values your business and is committed to manufacturing custom fire apparatus of the highest quality. We want to work with you to achieve the best possible result under these unprecedented conditions. We ask that you accept a material price increase in the amount of \$102,750 over the contract price.

The decision to request your acceptance of a material price increase has come only after much consideration and extensive efforts to mitigate the impact of these unprecedented disruptions in the supply chain and the labor market.

Dennis Warren, Director – National Sales, or Todd Fell, Regional Sales Manager, will reach out to you to discuss this request and address questions or concerns you may have. We will be glad to provide additional information to help you with this decision.

We kindly ask for your response to this request within 30 days from this letter. After this time, we will assume that you are electing to wait longer for your unit to be produced.

We thank you in advance for your cooperation to help us complete the build of your unit as quickly as possible.

Sincerely,

Seagrave Fire Apparatus, LLC

Ulisses Parmeziani
President & CEO

cc: Dennis Warren, Director - National Sales
Brett Romberg, Sales Representative

AMENDMENT TO ORIGINAL ORDER TERMS

THIS AMENDMENT TO ORIGINAL ORDER TERMS (this “Amendment”), dated as of _____, 2024, is made by and between Seagrave Fire Apparatus, LLC (“Seagrave”) and West Allis Fire Department of Wisconsin, West Allis, Wisconsin (“Purchaser” and, together with Seagrave, the “Parties”).

BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the “Original Order Terms”) relating to Custom Fire Apparatus Model TB50CA Marauder Pumper and numbered SO 78L80 (the “Apparatus”), including, without limitation, the Contract between the Parties entered into in 2021 (the “Contract”). To resolve a dispute among the Parties, the Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree that the Original Order Terms are amended as follows:

1. Purchase Price. The purchase price set forth in the first sentence of Section 5 of the Contract is changed to Seven Hundred Sixty-Four Thousand Nine Hundred Ninety-Seven Dollars (\$764,997), not including state, federal, FET, local or any other taxes.
2. Delivery Date. The delivery date in the first sentence of Section 3 of the Contract is changed to 420 days from the date (the “Amendment Effective Date”) that this Amendment has been approved, executed and delivered by both Parties.
3. Warranty Extension. The Standard Seagrave Warranty on the Apparatus is extended from two (2) years to a total of four (4) years.
4. Service Credits. Seagrave shall provide to Purchaser a total of Four Thousand Dollars (\$4,000) of non-transferable service credits, which credits may be used at any time by the Purchaser for service on the Apparatus.
5. Production Schedule. Seagrave shall commence assembly of the Apparatus within three hundred (300) days after the Amendment Effective Date. Commencing on the date that is two hundred seventy (270) days after the Amendment Effective Date, Seagrave shall provide to Purchaser a written update no less than monthly of the production sequence number and estimated delivery date of the Apparatus. From and after the date that the Apparatus enters production, such updates shall also include a summary of production status. Times for performance under this paragraph are of the essence and shall be construed as strict deadlines.
6. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the

Original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

7. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

Seagrave Fire Apparatus, LLC

By: _____

Name:

Title:

West Allis Fire Department of Wisconsin

By: _____

Name:

Title:

Monthly Listing of Claims Paid

June 2024

Payment Date: 06/03/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36402	A. GALENA, LLC	223-7602-563.43-03		HAPRENT-6-24	1,290.00
36402 - Summary					1,290.00
36403	ADSIT, CHRIS	223-7602-563.43-03		HAPRENT-6-24	1,818.00
36403 - Summary					1,818.00
36404	AMBROSELLI, DOMINIC	223-7602-563.43-03		HAPRENT-6-24	1,546.00
36404 - Summary					1,546.00
36405	AMU-PLUS, LLC	223-7602-563.43-03		HAPRENT-6-24	440.00
36405 - Summary					440.00
36406	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-6-24	856.00
36406 - Summary					856.00
36407	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-6-24	1,991.00
36407 - Summary					1,991.00
36408	AUTUMN GLEN LLC	223-7602-563.43-03		HAPRENT-6-24	934.00
36408 - Summary					934.00
36409	AVILA, JORGE	223-7602-563.43-03		HAPRENT-6-24	734.00
36409 - Summary					734.00
36410	BAJIC, LUISEC/O BIECK MANAGEMENT	226-7605-563.43-08		HAPRENT-6-24	449.00
36410 - Summary					449.00
36411	BAKER, BRADLEY	223-7602-563.43-03		HAPRENT-6-24	1,138.00
36411 - Summary					1,138.00
36412	BAM RENTALS, LLC	223-7602-563.43-03		HAPRENT-6-24	689.00
36412 - Summary					689.00
36413	BARTSCH MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-6-24	1,644.00
	BARTSCH MANAGEMENT, LLC	226-7605-563.43-08		HAPRENT-6-24	2,650.00
36413 - Summary					4,294.00
36414	BAYER, WERNER	223-7602-563.43-03		HAPRENT-6-24	2,150.00
36414 - Summary					2,150.00
36415	BEANS BEANS LLC	226-7605-563.43-08		HAPRENT-6-24	687.00
36415 - Summary					687.00
36416	BECHER PROPERTY LLC	223-7602-563.43-03		HAPRENT-6-24	646.00
36416 - Summary					646.00
36417	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-6-24	46,808.00
36417 - Summary					46,808.00
36418	BERRADA PROPERTIES MGT INC	226-7605-563.43-08		HAPRENT-6-24	675.00
36418 - Summary					675.00
36419	BIECK MANAGEMENT, INC	226-7605-563.43-08		HAPRENT-6-24	795.00
36419 - Summary					795.00
36420	BIECK MANAGEMENT, INC.	223-7602-563.43-03		HAPRENT-6-24	580.00
36420 - Summary					580.00
36421	BILL HOAG PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-6-24	525.00
36421 - Summary					525.00
36422	BLAKE-WEISE MGT DBA FRENCH QUARTER	223-7602-563.43-03		HAPRENT-6-24	1,446.00
	BLAKE-WEISE MGT DBA FRENCH QUARTER	226-7605-563.43-08		HAPRENT-6-24	1,307.00
36422 - Summary					2,753.00
36423	BRAMBILA, EXSIQUIA RUBIO	226-7605-563.43-08		HAPRENT-6-24	950.00
36423 - Summary					950.00
36424	BRUCKNER, DAN	223-7602-563.43-03		HAPRENT-6-24	652.00
36424 - Summary					652.00
36425	BUCKHORN STATION ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-6-24	292.00
36425 - Summary					292.00
36426	BURNHAM HILL APTS	226-7605-563.43-08		HAPRENT-6-24	4,441.00
36426 - Summary					4,441.00
36427	BURNHAM 2 LLC	226-7605-563.43-08		HAPRENT-6-24	733.00
36427 - Summary					733.00
36428	BUTTITTA, NICK	223-7602-563.43-03		HAPRENT-6-24	626.00

Monthly Listing of Claims Paid

June 2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36428	Summary				626.00
36429	BUTZER PROPERTY MANAGEMENT LLC	223-7602-563.43-03		HAPRENT-6-24	864.00
36429	Summary				864.00
36430	CARRAN, CARL	223-7602-563.43-03		HAPRENT-6-24	1,764.00
	CARRAN, CARL	226-7605-563.43-08		HAPRENT-6-24	900.00
36430	Summary				2,664.00
36431	CHIARA COMMUNITIES, INC	223-7602-563.43-03		HAPRENT-6-24	1,516.00
	CHIARA COMMUNITIES, INC	226-7605-563.43-08		HAPRENT-6-24	621.00
36431	Summary				2,137.00
36432	CITY OF WEST ALLIS-FSS DEPOSITS	223-7602-563.43-09		FSSRENT-6-24	1,763.00
36432	Summary				1,763.00
36433	CITYWIDE RENTALS &PROPERTY MGMT LLC	223-7602-563.43-03		HAPRENT-6-24	1,670.00
36433	Summary				1,670.00
36434	CLARKE SQUARE TERRACE HOUSING LLC	226-7605-563.43-08		HAPRENT-6-24	466.00
36434	Summary				466.00
36435	CLENDENNING PROPERTIES	226-7605-563.43-08		HAPRENT-6-24	635.00
36435	Summary				635.00
36436	COBALT SUPREME - CP, LLC	223-7602-563.43-03		HAPRENT-6-24	234.00
36436	Summary				234.00
36437	COLON, JORGE	223-7602-563.43-03		HAPRENT-6-24	483.00
36437	Summary				483.00
36438	CORNERSTONE MANAGEMENT ASSOC	226-7605-563.43-08		HAPRENT-6-24	1,679.00
36438	Summary				1,679.00
36439	DAVENPORT, DERRICK	226-7605-563.43-08		HAPRENT-6-24	714.00
36439	Summary				714.00
36440	DAYFORTH APARTMENTS LLP	226-7605-563.43-08		HAPRENT-6-24	648.00
36440	Summary				648.00
36441	DOMACH PROPERTIES	226-7605-563.43-08		HAPRENT-6-24	951.00
36441	Summary				951.00
36442	DOVINOS, GEORGE	226-7605-563.43-08		HAPRENT-6-24	900.00
36442	Summary				900.00
36443	EAST SHORE PROPERTIES	226-7605-563.43-08		HAPRENT-6-24	343.00
36443	Summary				343.00
36444	EBERLE, JOSEPH	223-7602-563.43-03		HAPRENT-6-24	633.00
36444	Summary				633.00
36445	EISENSCHENK, MATHEW	223-7602-563.43-03		HAPRENT-6-24	529.00
36445	Summary				529.00
36446	ELITE PROPERTIES INC	223-7602-563.43-03		HAPRENT-6-24	491.00
	ELITE PROPERTIES INC	226-7605-563.43-08		HAPRENT-6-24	497.00
36446	Summary				988.00
36447	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-6-24	4,704.00
36447	Summary				4,704.00
36448	ENIGMA PROPERTIES	223-7602-563.43-03		HAPRENT-6-24	763.00
36448	Summary				763.00
36449	ENIGMA PROPERTIES 84TH ST	223-7602-563.43-03		HAPRENT-6-24	627.00
36449	Summary				627.00
36450	FABISZAK, MEL	223-7602-563.43-03		HAPRENT-6-24	608.00
36450	Summary				608.00
36451	FIFTH STRET SCHOOL LLC	226-7605-563.43-08		HAPRENT-6-24	1,495.00
36451	Summary				1,495.00
36452	FOCUS PROPERTY MANAGEMENT	226-7605-563.43-08		HAPRENT-6-24	699.00
36452	Summary				699.00
36453	FRISKE, JONATHON	223-7602-563.43-03		HAPRENT-6-24	1,114.00
36453	Summary				1,114.00
36454	GALOVIC, STEFAN	223-7602-563.43-03		HAPRENT-6-24	1,150.00
36454	Summary				1,150.00
36455	GHAFFAR, AYUB	226-7605-563.43-08		HAPRENT-6-24	474.00

Monthly Listing of Claims Paid
June 2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36455 - Summary					474.00
36456	GOLDEN VALLEY INVESTMENTS, LLC	223-7602-563.43-03		HAPRENT-6-24	1,106.00
36456 - Summary					1,106.00
36457	GRAD, FRANK	223-7602-563.43-03		HAPRENT-6-24	2,070.00
36457 - Summary					2,070.00
36458	GREENFIELD GARDEN, LLC	223-7602-563.43-03		HAPRENT-6-24	1,000.00
36458 - Summary					1,000.00
36459	GREENFIELD SENIOR APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-6-24	2,000.00
36459 - Summary					2,000.00
36460	HAWLEY RIDGE APARTMENTS	226-7605-563.43-08		HAPRENT-6-24	362.00
36460 - Summary					362.00
36461	HAYMARKET LOFTS LP	226-7605-563.43-08		HAPRENT-6-24	827.00
36461 - Summary					827.00
36462	HEARTLAND-WEST ALLIS COURTYARD LLC	223-7602-563.43-03		HAPRENT-6-24	5,007.00
	HEARTLAND-WEST ALLIS COURTYARD LLC	226-7605-563.43-08		HAPRENT-6-24	991.00
36462 - Summary					5,998.00
36463	HEBERT, STEVEN	226-7605-563.43-08		HAPRENT-6-24	900.00
36463 - Summary					900.00
36464	HERITAGE HOUSE	223-7602-563.43-03		HAPRENT-6-24	702.00
36464 - Summary					702.00
36465	HERITAGE WEST ALLIS	223-7602-563.43-03		HAPRENT-6-24	5,762.00
	HERITAGE WEST ALLIS	226-7605-563.43-08		HAPRENT-6-24	692.00
36465 - Summary					6,454.00
36466	HOCHSCHILD, LAWRENCE	223-7602-563.43-03		HAPRENT-6-24	545.00
36466 - Summary					545.00
36467	HOOKER, SUSAN	223-7602-563.43-03		HAPRENT-6-24	1,425.00
36467 - Summary					1,425.00
36468	HOSPEL, BRIAN	226-7605-563.43-08		HAPRENT-6-24	340.00
36468 - Summary					340.00
36469	HOUSE, ASHLEY	223-7602-563.43-03		HAPRENT-6-24	647.00
36469 - Summary					647.00
36470	HURLEY, NOAH	223-7602-563.43-03		HAPRENT-6-24	119.00
36470 - Summary					119.00
36471	IRIZARRY, JOSEPH	223-7602-563.43-03		HAPRENT-6-24	615.00
36471 - Summary					615.00
36472	JOHN ELLIOTT REALTY	223-7602-563.43-03		HAPRENT-6-24	726.00
36472 - Summary					726.00
36473	JOHN STARR PICKLES, LLC	226-7605-563.43-08		HAPRENT-6-24	672.00
36473 - Summary					672.00
36474	JTS PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-6-24	297.00
36474 - Summary					297.00
36475	K.B. CO INVESTMENTS	226-7605-563.43-08		HAPRENT-6-24	490.00
36475 - Summary					490.00
36476	KATHLEEN MARY PROPERTIES	223-7602-563.43-03		HAPRENT-6-24	1,002.00
36476 - Summary					1,002.00
36477	KATZ PROPERTIES, INC	226-7605-563.43-08		HAPRENT-6-24	1,910.00
36477 - Summary					1,910.00
36478	KCN INVESTMENTS LLC	226-7605-563.43-08		HAPRENT-6-24	750.00
36478 - Summary					750.00
36479	KELLEN, JAMES	226-7605-563.43-08		HAPRENT-6-24	469.00
36479 - Summary					469.00
36480	KELLNER PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-6-24	545.00
36480 - Summary					545.00
36481	KEY WAY RENTALS, LLC	223-7602-563.43-03		HAPRENT-6-24	1,757.00
36481 - Summary					1,757.00
36482	KLEIN, CAROL J	223-7602-563.43-03		HAPRENT-6-24	615.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
36482	- Summary				615.00
36483	KNITTING FACTORY ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-6-24	1,596.00
36483	- Summary				1,596.00
36484	KORONKA, HELEN	223-7602-563.43-03		HAPRENT-6-24	279.00
36484	- Summary				279.00
36485	KRUEGER, RONALD	223-7602-563.43-03		HAPRENT-6-24	346.00
36485	- Summary				346.00
36486	KTI, LLC	223-7602-563.43-03		HAPRENT-6-24	788.00
36486	- Summary				788.00
36487	LADEWIG, GAVIN	223-7602-563.43-03		HAPRENT-6-24	776.00
36487	- Summary				776.00
36488	LAKE, CHRIS	223-7602-563.43-03		HAPRENT-6-24	654.00
36488	- Summary				654.00
36489	LANDMARK HARMONY HOUSING LLC	223-7602-563.43-03		HAPRENT-6-24	1,867.00
	LANDMARK HARMONY HOUSING LLC	226-7605-563.43-08		HAPRENT-6-24	2,109.00
36489	- Summary				3,976.00
36490	LINCOLN CREST APARTMENTS	223-7602-563.43-03		HAPRENT-6-24	17,484.00
	LINCOLN CREST APARTMENTS	226-7605-563.43-08		HAPRENT-6-24	889.00
36490	- Summary				18,373.00
36491	LIU, WENJING	226-7605-563.43-08		HAPRENT-6-24	1,026.00
36491	- Summary				1,026.00
36492	LOGIC PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-6-24	711.00
36492	- Summary				711.00
36493	LUCEY, GREGORY	223-7602-563.43-03		HAPRENT-6-24	650.00
36493	- Summary				650.00
36494	LUTZ LAND MANAGEMENT	223-7602-563.43-03		HAPRENT-6-24	900.00
36494	- Summary				900.00
36495	MAHNKE, JACK	223-7602-563.43-03		HAPRENT-6-24	1,654.00
36495	- Summary				1,654.00
36496	MARGARITA VILLA, LLC	226-7605-563.43-08		HAPRENT-6-24	677.00
36496	- Summary				677.00
36497	METRO RENTAL MGMT	226-7605-563.43-08		HAPRENT-6-24	1,012.00
36497	- Summary				1,012.00
36498	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-6-24	29,923.00
	METROPOLITAN ASSOCIATES	226-7605-563.43-08		HAPRENT-6-24	3,942.00
36498	- Summary				33,865.00
36499	MIAO, XIANGDONG	223-7602-563.43-03		HAPRENT-6-24	986.00
36499	- Summary				986.00
36500	MILWAUKEE INVESTMENTS II, LLC	223-7602-563.43-03		HAPRENT-6-24	1,388.00
36500	- Summary				1,388.00
36501	MILWAUKEE PROPERTY MGMT LLC	226-7605-563.43-08		HAPRENT-6-24	497.00
36501	- Summary				497.00
36502	MORRISON, TOM	223-7602-563.43-03		HAPRENT-6-24	3,017.00
	MORRISON, TOM	226-7605-563.43-08		HAPRENT-6-24	3,048.00
36502	- Summary				6,065.00
36503	MUTHUPANDIYAN, BALRAJ	223-7602-563.43-03		HAPRENT-6-24	689.00
36503	- Summary				689.00
36504	MY PLACE RENTALS, LLC	223-7602-563.43-03		HAPRENT-6-24	514.00
36504	- Summary				514.00
36505	NASH, BRYAN	223-7602-563.43-03		HAPRENT-6-24	1,100.00
36505	- Summary				1,100.00
36506	NATIONAL AVE LOFTS LLC	226-7605-563.43-08		HAPRENT-6-24	411.00
36506	- Summary				411.00
36507	O'CONNELL, DANIEL	223-7602-563.43-03		HAPRENT-6-24	228.00
36507	- Summary				228.00
36508	OJ DEVELOPMENT, LLC	223-7602-563.43-03		HAPRENT-6-24	857.00
36508	- Summary				857.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
36509	OLESON, BRAD	223-7602-563.43-03		HAPRENT-6-24	1,090.00
36509 - Summary					1,090.00
36510	OTT, DONALD	223-7602-563.43-03		HAPRENT-6-24	604.00
36510 - Summary					604.00
36511	PASSAVANT HARMONY HOUSING, LLC	226-7605-563.43-08		HAPRENT-6-24	674.00
36511 - Summary					674.00
36512	PERKINS, CHARLES	226-7605-563.43-08		HAPRENT-6-24	280.00
36512 - Summary					280.00
36513	PICKART, ,KAY	223-7602-563.43-03		HAPRENT-6-24	683.00
36513 - Summary					683.00
36514	PLENNES, TIMOTHY	223-7602-563.43-03		HAPRENT-6-24	986.00
36514 - Summary					986.00
36515	PORCH LIGHT PROPERTY MGMT	226-7605-563.43-08		HAPRENT-6-24	355.00
36515 - Summary					355.00
36516	RANGER INVESTMENTS LLC	223-7602-563.43-03		HAPRENT-6-24	1,126.00
36516 - Summary					1,126.00
36517	REIS PROPERTY MANAGEMENT	223-7602-563.43-03		HAPRENT-6-24	1,860.00
36517 - Summary					1,860.00
36518	REVIVING HOMES, LLC	223-7602-563.43-03		HAPRENT-6-24	634.00
36518 - Summary					634.00
36519	RICH FIELD PROPERTY	223-7602-563.43-03		HAPRENT-6-24	1,295.00
36519 - Summary					1,295.00
36520	RITTENHOUSE, KARYN	223-7602-563.43-03		HAPRENT-6-24	656.00
36520 - Summary					656.00
36521	RIVERSHIRE, LLC	223-7602-563.43-03		HAPRENT-6-24	289.00
36521 - Summary					289.00
36522	ROBINSON, EDWARD (TED)	223-7602-563.43-03		HAPRENT-6-24	435.00
36522 - Summary					435.00
36523	RODIEZ, TIM	226-7605-563.43-08		HAPRENT-6-24	960.00
36523 - Summary					960.00
36524	ROTAB LLC	223-7602-563.43-03		HAPRENT-6-24	1,823.00
36524 - Summary					1,823.00
36525	ROZMAN, GLORIA	223-7602-563.43-03		HAPRENT-6-24	567.00
	ROZMAN, GLORIA	226-7605-563.43-08		HAPRENT-6-24	590.00
36525 - Summary					1,157.00
36526	RUPENA, MATTHEW	226-7605-563.43-08		HAPRENT-6-24	2,924.00
36526 - Summary					2,924.00
36527	S. 13TH STREET LLC	226-7605-563.43-08		HAPRENT-6-24	248.00
36527 - Summary					248.00
36528	SANDOVAL, DANIEL	223-7602-563.43-03		HAPRENT-6-24	329.00
36528 - Summary					329.00
36529	SC RESIDENCE, LLC	226-7605-563.43-08		HAPRENT-6-24	2,743.00
36529 - Summary					2,743.00
36530	SHELL, EVAN	226-7605-563.43-08		HAPRENT-6-24	660.00
36530 - Summary					660.00
36531	SCHMID, THERESA SCHLUETER	223-7602-563.43-03		HAPRENT-6-24	637.00
36531 - Summary					637.00
36532	SCHUELE, RONALD	223-7602-563.43-03		HAPRENT-6-24	1,400.00
36532 - Summary					1,400.00
36533	SHERMAN PARK TENANT, LLC	226-7605-563.43-08		HAPRENT-6-24	1,606.00
36533 - Summary					1,606.00
36534	SHOE FACTORY LOFTS - MILWAUKEE LLC	226-7605-563.43-08		HAPRENT-6-24	190.00
36534 - Summary					190.00
36535	SMART ASSET REALTY	223-7602-563.43-03		HAPRENT-6-24	2,133.00
	SMART ASSET REALTY	226-7605-563.43-08		HAPRENT-6-24	2,929.00
36535 - Summary					5,062.00
36536	SMART LIVING, LLC	223-7602-563.43-03		HAPRENT-6-24	985.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
36536	Summary				985.00
36537	SORMRUDE, JULIAN	223-7602-563.43-03		HAPRENT-6-24	498.00
36537	Summary				498.00
36538	SOUTHEAST WISCONSIN PROP MGMT	223-7602-563.43-03		HAPRENT-6-24	1,744.00
	SOUTHEAST WISCONSIN PROP MGMT	226-7605-563.43-08		HAPRENT-6-24	776.00
36538	Summary				2,520.00
36539	STAMOS, JANA	223-7602-563.43-03		HAPRENT-6-24	894.00
36539	Summary				894.00
36540	STEFANIAK, PETER	223-7602-563.43-03		HAPRENT-6-24	266.00
36540	Summary				266.00
36541	STEFANOVICH, SUSAN	223-7602-563.43-03		HAPRENT-6-24	629.00
36541	Summary				629.00
36542	STRYEWA, LLC	223-7602-563.43-03		HAPRENT-6-24	411.00
36542	Summary				411.00
36543	STUCKERT, KRISTIE	223-7602-563.43-03		HAPRENT-6-24	556.00
36543	Summary				556.00
36544	S2 REAL ESTATE GROUP 2 LLC	223-7602-563.43-03		HAPRENT-6-24	1,191.00
36544	Summary				1,191.00
36545	TARANTINO, VINCENZO	223-7602-563.43-03		HAPRENT-6-24	1,275.00
36545	Summary				1,275.00
36546	THE BERKSHIRE-WEST ALLIS	223-7602-563.43-03		HAPRENT-6-24	11,889.00
	THE BERKSHIRE-WEST ALLIS	226-7605-563.43-08		HAPRENT-6-24	6,691.00
36546	Summary				18,580.00
36547	TJH ENTERPRISES, LLC	223-7602-563.43-03		HAPRENT-6-24	510.00
36547	Summary				510.00
36548	TSYPKIN, MOYSEY	223-7602-563.43-03		HAPRENT-6-24	562.00
36548	Summary				562.00
36549	URBAN, JEFFERY	223-7602-563.43-03		HAPRENT-6-24	560.00
36549	Summary				560.00
36550	VAN DORF, DAVID	223-7602-563.43-03		HAPRENT-6-24	279.00
36550	Summary				279.00
36551	VENTURE PROPERTY MANAGEMENT LLC	223-7602-563.43-03		HAPRENT-6-24	548.00
36551	Summary				548.00
36552	VIEYRA, MICHAEL	223-7602-563.43-03		HAPRENT-6-24	536.00
36552	Summary				536.00
36553	VITAIRA RENTAL GROUP LLC	223-7602-563.43-03		HAPRENT-6-24	2,225.00
36553	Summary				2,225.00
36554	VP INVESTORS LLC	223-7602-563.43-03		HAPRENT-6-24	761.00
36554	Summary				761.00
36555	WE ENERGIES	223-7602-563.43-04		URRENT-6-24	1,823.00
	WE ENERGIES	226-7605-563.43-04		URRENT-6-24	1,168.00
36555	Summary				2,991.00
36556	WE LIVE WI LLC	223-7602-563.43-03		HAPRENT-6-24	697.00
36556	Summary				697.00
36557	WELFORD SANDERS LOFTS	226-7605-563.43-08		HAPRENT-6-24	3,939.00
36557	Summary				3,939.00
36558	WELLSTON APARTMENTS	226-7605-563.43-08		HAPRENT-6-24	317.00
36558	Summary				317.00
36559	WELSH, RICHARD	223-7602-563.43-03		HAPRENT-6-24	829.00
36559	Summary				829.00
36560	WENKER, GARY	223-7602-563.43-03		HAPRENT-6-24	396.00
36560	Summary				396.00
36561	WESLEY SCOTT ESSENTIAL HOUSING	226-7605-563.43-08		HAPRENT-6-24	651.00
36561	Summary				651.00
36562	WIESNER, BENJAMIN	223-7602-563.43-03		HAPRENT-6-24	528.00
36562	Summary				528.00
36563	WIESNER, JOHN	223-7602-563.43-03		HAPRENT-6-24	1,157.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
36563 - Summary					1,157.00
36564	WILLIAMSTOWN BAY-CUDAHY LLC	226-7605-563.43-08		HAPRENT-6-24	542.00
36564 - Summary					542.00
36565	WOOD PROPERTY MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-6-24	710.00
36565 - Summary					710.00
36566	ZAGRODNIK, ROBERT AND DOROTHY	223-7602-563.43-03		HAPRENT-6-24	712.00
36566 - Summary					712.00
36567	ZAWAHIR, BILLIE JO	223-7602-563.43-03		HAPRENT-6-24	570.00
36567 - Summary					570.00
36568	ZOCCOLI, MARCO	223-7602-563.43-03		HAPRENT-6-24	8,951.00
	ZOCCOLI, MARCO	226-7605-563.43-08		HAPRENT-6-24	4,068.00
36568 - Summary					13,019.00
36569	ZORIC, LUKA	223-7602-563.43-03		HAPRENT-6-24	591.00
36569 - Summary					591.00
36570	1422, LLC	223-7602-563.43-03		HAPRENT-6-24	2,850.00
36570 - Summary					2,850.00
36571	15 LLC	223-7602-563.43-03		HAPRENT-6-24	1,064.00
	15 LLC	226-7605-563.43-08		HAPRENT-6-24	370.00
36571 - Summary					1,434.00
36572	2453 N. 17TH ST., LLC	223-7602-563.43-03		HAPRENT-6-24	3,379.00
36572 - Summary					3,379.00
36573	3317-19 WOLLMER LLC	223-7602-563.43-03		HAPRENT-6-24	2,420.00
36573 - Summary					2,420.00
36574	6100 BURNHAM LLC	223-7602-563.43-03		HAPRENT-6-24	686.00
36574 - Summary					686.00
36575	700 LOFTS MILWAUKEE, LLC	226-7605-563.43-08		HAPRENT-6-24	462.00
36575 - Summary					462.00
06/03/2024 - Summary					327,160.00

Payment Date: 06/05/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36576	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	2,717.40
36576 - Summary					2,717.40
36577	ARING EQUIPMENT COMPANY INC	100-4501-533.53-02		COMPRESSOR, DRYER, ORINGS	1,976.26
36577 - Summary					1,976.26
36578	BAILEY, KENT	255-8101-521.56-03	I23535	Dallas, TX	1,359.02
36578 - Summary					1,359.02
36579	BOBCAT PLUS INC	100-4401-533.53-02		Hydraulic fittings	1,390.10
	BOBCAT PLUS INC	100-4401-533.53-02		Part return CREDIT	(302.74)
	BOBCAT PLUS INC	100-4401-533.53-02		PLOW HARNESS	151.82
	BOBCAT PLUS INC	100-4401-533.53-02		Parts return CREDIT	(465.00)
	BOBCAT PLUS INC	100-4501-533.53-02		Plug	20.45
36579 - Summary					794.63
36580	CALCAGNINO, ADRIENNE	242-9601-542.56-02	SW2467	NAMI Reimbursement	265.32
36580 - Summary					265.32
36581	CHILDS, ALLISON	100-0301-516.56-01		Mileage 2.6-5.10.24	68.34
36581 - Summary					68.34
36582	COREY OIL LTD	100-2201-522.44-03		MISC PRODUCT/DELIVERY	114.72
	COREY OIL LTD	100-2201-522.53-01		DIESEL FLUID/OIL	1,256.73
	COREY OIL LTD	100-4501-533.53-02		DEF FLUID	584.00
36582 - Summary					1,955.45
36583	DC ELLINGTON COMPANY	100-2001-523.51-02		COMMISSIONER PLAQUE	20.00
	DC ELLINGTON COMPANY	100-2201-522.53-27		LOCKER PLATES	76.50
36583 - Summary					96.50
36584	DEVINE, DAN	100-0201-513.56-02		League 5.15.24 Devine	240.68
36584 - Summary					240.68
36585	DOBSON, STEVE	100-4301-533.58-01		dobson cdl renewal	74.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
36585 - Summary					74.00
36586	DOUGLAS, JOHN	100-1301-517.60-02		Tax Reimbursement	6.55
36586 - Summary					6.55
36587	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	43,496.48
36587 - Summary					43,496.48
36588	EICHELBERGER, TYLER	100-1301-517.60-02		Tax Reimbursement	6.26
36588 - Summary					6.26
36589	ELECTION SYSTEMS & SOFTWARE INC	100-1502-514.32-01		Maintenance Voting Equipm	13,904.18
36589 - Summary					13,904.18
36590	FUEL SYSTEMS INC	100-4401-533.53-02		Misc. filters	562.00
	FUEL SYSTEMS INC	100-4401-533.53-02		Filters	614.09
	FUEL SYSTEMS INC	100-4401-533.53-02		CLAMPS	128.10
	FUEL SYSTEMS INC	100-4401-533.53-02		FILTERS	151.37
	FUEL SYSTEMS INC	100-4401-533.53-02		FILTER	111.82
36590 - Summary					1,567.38
36591	GEHRKE, JALEN	997-9704-541.56-02		Mileage Reimbursement	113.90
36591 - Summary					113.90
36592	GOETTMANN, AMY	997-9704-541.56-01		Mileage April-May	51.39
36592 - Summary					51.39
36593	GOLIDA, DANIELLE	100-2301-523.51-04		Fair Hsg Meeting	38.58
36593 - Summary					38.58
36594	GRAINGER	100-4101-533.53-02		Library-hvac filters	215.04
	GRAINGER	100-4401-533.53-02		FIRE EXTINGUISHER	126.78
	GRAINGER	100-4401-533.53-02		Utility knife (4)	24.60
	GRAINGER	100-4401-533.53-02		BARBED HOSE FITTING	5.48
	GRAINGER	100-4401-533.53-02		UTILITY KNIFE	17.17
	GRAINGER	100-4501-533.53-02		HAND SPRAYER- SHOP SUPPLY	147.16
	GRAINGER	100-4501-533.53-02		Hex bushing	6.23
36594 - Summary					542.46
36595	HINTZMAN, JONATHAN	100-1301-517.60-02		DPW Safety Shoe Reimb.	150.00
36595 - Summary					150.00
36596	LAST, TIMOTHY	100-1301-517.60-02		Tax Reimbursement	6.95
	LAST, TIMOTHY	100-4201-535.58-01		cdl renewal	74.00
36596 - Summary					80.95
36597	LEUNG, FRANK	100-4601-533.14-10		May Mileage	14.07
36597 - Summary					14.07
36598	LINCOLN CONTRACTORS SUPPLY INC	100-4401-533.53-02		AIR FILTER	38.70
	LINCOLN CONTRACTORS SUPPLY INC	100-4401-533.53-02		Fuel filters	27.55
36598 - Summary					66.25
36599	LONGORIA, ANTONIO	100-1301-517.30-04		DPW Safety Shoe Reimb.	127.07
36599 - Summary					127.07
36600	MAHONEY, ANNE	255-8101-521.56-03	I23548	Miami, FL	706.49
36600 - Summary					706.49
36601	MANIACI, NICOLO	242-9601-542.56-02	SW2467	WPHA Reimbursement	317.76
	MANIACI, NICOLO	242-9601-542.56-02	SW2467	Social Media Conf. Reimbu	1,185.14
36601 - Summary					1,502.90
36602	MARSZALKOWSKI, REBECCA	240-7939-542.56-02	EF2107	WPHA Reimbursement	165.00
	MARSZALKOWSKI, REBECCA	997-9702-541.56-01		Mileage Reimbursement	63.38
36602 - Summary					228.38
36603	MARTIN, WILHELM	100-1301-517.60-02		Tax Reimbursement	5.75
36603 - Summary					5.75
36604	MENARDS - WEST ALLIS	100-2201-522.44-05		STATION 62 MAINTENANCE	169.66
	MENARDS - WEST ALLIS	100-4118-531.53-02		1 gang ver gfi cover	4.23
36604 - Summary					173.89
36605	METZ, JEREMY	100-4601-533.14-10		May Mileage	88.44
36605 - Summary					88.44
36606	MINCKLER, SCOTT	100-1301-517.60-02		Tax Reimbursement	6.50
36606 - Summary					6.50

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36607	MUFFLER, STEPHEN	100-1301-517.60-02		Tax Reimbursement	5.90
36607 - Summary					5.90
36608	NASSCO INC	100-4401-533.53-02		FLOOR SWEEPER CLEANER	82.22
36608 - Summary					82.22
36609	NORTHERN LAKE SERVICE INC	501-2603-537.59-02		524.2TTHM;HALOACETIC ACID	715.56
36609 - Summary					715.56
36610	NOWAK, NICOLE	100-1301-517.60-02		Tax Reimbursement	6.52
36610 - Summary					6.52
36611	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I24534	Mats	90.04
36611 - Summary					90.04
36612	PITTS, DANIELLE	100-2107-521.56-02		DISPATCH TRNG CONF	498.30
36612 - Summary					498.30
36613	POWELEIT, JEFFREY	100-1301-517.60-02		Tax Reimbursement	6.00
36613 - Summary					6.00
36614	RAMBOLL ENVIRON US CORPORATION	235-7203-563.30-02	D23004	April 1-April 30, 2024	350.00
	RAMBOLL ENVIRON US CORPORATION	235-7203-563.30-02	D23203	April 1- April 30, 2024	10,124.33
	RAMBOLL ENVIRON US CORPORATION	236-7204-563.30-02	D22400	April 1- April 30, 2024	3,478.75
	RAMBOLL ENVIRON US CORPORATION	268-8614-517.30-02	NEWDPW	April 1-April 30, 2024	11,989.44
36614 - Summary					25,942.52
36615	REED, BRIAN	100-1301-517.60-02		Tax reimbursement - boots	4.78
36615 - Summary					4.78
36616	RULAND, RAYMOND	100-1301-517.60-02		Tax Reimbursement	5.00
36616 - Summary					5.00
36617	SCHAER, STEVE	100-2301-523.51-04		lunch -Steve, Jack, Emily	54.60
36617 - Summary					54.60
36618	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S5 - Hot Sand Mix	203.85
	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S5 - Sand Hot Mix	988.20
	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S23-fiber mix bulk	1,237.14
	SHERWIN INDUSTRIES INC	100-4501-533.53-02		Gasket cover	42.26
	SHERWIN INDUSTRIES INC	100-4501-533.53-02		Rear door cylinder	253.26
	SHERWIN INDUSTRIES INC	540-1801-538.53-02		S23-fiber mix bulk	1,218.00
36618 - Summary					3,942.71
36619	SHOGREN, RYAN	255-8101-521.56-03	I24534	Dallas, TX	1,931.78
36619 - Summary					1,931.78
36620	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2428W	2024 Sidewalk Project	0.00
36620 - Summary					0.00
36621	VALLERY, NICOLAS	100-4501-533.58-01		comm learners permit	30.00
36621 - Summary					30.00
36622	WE ENERGIES	100-2110-521.41-04		1545 S 69St elec	486.24
	WE ENERGIES	100-2110-521.41-04		may trng house elec	51.76
	WE ENERGIES	100-2110-521.41-04		may electric	6,400.77
	WE ENERGIES	100-2110-521.41-05		may gas	1,245.84
	WE ENERGIES	100-2110-521.41-05		1545 S 69 St Gas	55.10
	WE ENERGIES	100-2201-522.41-04		7300 W National Ave Gas	163.42
	WE ENERGIES	100-2201-522.41-04		ELECTRIC	1,212.74
	WE ENERGIES	100-2201-522.41-04		7332 W National Elec	1,705.76
	WE ENERGIES	100-2201-522.41-05		GAS	100.06
	WE ENERGIES	100-2201-522.41-05		7332 W National Gas	132.82
	WE ENERGIES	100-4101-533.41-04		1718 S 84 St Elec	94.01
	WE ENERGIES	100-4101-533.41-04		1647 S 76 ST Elec	17.52
	WE ENERGIES	100-4101-533.41-04		1631 S 96 St	59.33
	WE ENERGIES	100-4101-533.41-04		9651 W Lapham St	37.84
	WE ENERGIES	100-4101-533.41-04		8405 W National Elec	93.34
	WE ENERGIES	100-4101-533.41-05		8405 W National Gas	88.54
	WE ENERGIES	100-4118-531.41-04		6133 W Mitchell St	89.45
	WE ENERGIES	100-4118-531.41-04		57th and Mineral	131.29
	WE ENERGIES	100-4118-531.41-04		1426 S 74 St	18.65
	WE ENERGIES	100-4118-531.41-04		6991 W Orchard Elec	32.98
	WE ENERGIES	100-4118-531.41-04		Group Electric Bills	6,508.06
	WE ENERGIES	100-4118-531.41-04		76th and National Elec	113.33

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Check#	Vendor	GL Account	Proj No	Description	Amount
36622	WE ENERGIES	100-4118-531.41-04		1490 S 85 ST	75.73
	WE ENERGIES	100-4118-531.41-04		1113 S 92 St Elec	293.57
	WE ENERGIES	100-4118-531.41-04		5822 W Lapham St	119.12
	WE ENERGIES	100-4118-531.41-04		9621 W Lapham St Elec	268.67
	WE ENERGIES	100-4201-535.41-04		11401 W Lincoln Ave	121.68
	WE ENERGIES	100-8201-517.41-04		1559 S 65th Elec	233.04
	WE ENERGIES	258-3102-565.41-04		6426 W Greenfield Elec	36.20
	WE ENERGIES	258-3102-565.41-04		6424 W Greenfield Elec	14.73
	WE ENERGIES	258-3102-565.41-05		6426 W Greenfield Gas	9.57
	WE ENERGIES	501-2601-537.41-04		801 S 77 St	29.71
	WE ENERGIES	501-2601-537.41-04		5536 W National Ave	36.54
	WE ENERGIES	501-2601-537.41-04		1725 S 96 Elec	35.40
	WE ENERGIES	501-2601-537.41-05		1725 S 96 Gas	41.51
	WE ENERGIES	510-3801-536.41-04		7012 W Burnham St Elec	23.04
	WE ENERGIES	540-1801-538.41-04		2179 S 111 St Elec	327.26
	WE ENERGIES	540-1801-538.41-05		1981 S 84 St Gas	11.98
	WE ENERGIES	540-1801-538.41-05		2179 S 111 St Gas	49.53
36622 - Summary					20,566.13
36623	WEGNER, DANIEL	100-2401-524.56-02		DW IAEI Stevens Point	298.54
36623 - Summary					298.54
36624	ZARNOTH BRUSH WORKS	100-4401-533.53-02		(2) Pelican main broom	1,060.00
	ZARNOTH BRUSH WORKS	100-4501-533.53-02		MAIN BROOM	523.69
36624 - Summary					1,583.69
194007	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
194007 - Summary					54.77
194008	BODSHAUG, PAUL	602-0000-229.04-00		BODSHAUG, PAUL	244.06
194008 - Summary					244.06
194009	BRIGMAN, SHARI	602-0000-229.04-00		LIPERT, CAROL	244.06
194009 - Summary					244.06
194010	BRIGMAN, SHARI	602-0000-229.04-00		LIPERT, CAROL	244.06
194010 - Summary					244.06
194011	BRIGMAN, SHARI	602-0000-229.04-00		LIPERT, CAROL	244.06
194011 - Summary					244.06
194012	CENTGRAF FARMS	100-5007-552.38-01		SNAP PYMTS 5/16	10.00
	CENTGRAF FARMS	100-5007-552.38-02		MATCH 5/16	26.00
194012 - Summary					36.00
194013	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	54.00
194013 - Summary					54.00
194014	FER-LI MEATS & SAUSAGE LLC	100-5007-552.38-01		SNAP 5/28	43.00
	FER-LI MEATS & SAUSAGE LLC	100-5007-552.38-01		SNAP 5/16	199.00
	FER-LI MEATS & SAUSAGE LLC	100-5007-552.38-02		MATCH 5/28	83.00
	FER-LI MEATS & SAUSAGE LLC	100-5007-552.38-02		MATCH 5/16	57.00
194014 - Summary					382.00
194015	FLUSH WITH MUSH, LLC	100-5007-552.38-01		SNAP 5/16	40.00
	FLUSH WITH MUSH, LLC	100-5007-552.38-02		MATCH 5/16	3.00
194015 - Summary					43.00
194016	MARLEGA, BARBARA	602-0000-229.04-00		MARLEGA, BARBARA	244.06
194016 - Summary					244.06
194017	MOTOROLA SOLUTIONS INC	100-2201-522.70-03		RADIO COMMUNICATION EQUIP	12,142.26
194017 - Summary					12,142.26
194018	ROBIN FAUST	602-0000-229.04-00		PAPP, ARLEEN	244.06
194018 - Summary					244.06
194019	ACCURATE RECHARGE &	100-2201-522.44-02		RECHARGE CO2 TANKS	99.95
194019 - Summary					99.95
194020	ACORN FARMS	540-1801-538.53-02	MMSDTR	2024 spring trees	5,954.00
194020 - Summary					5,954.00
194021	AIRGAS USA LLC	100-2201-522.53-41		OXYGEN/STANDARD INVOICE	889.82
	AIRGAS USA LLC	100-4101-533.53-02		Cylinder Rental May 2024	63.27
	AIRGAS USA LLC	100-4501-533.53-02		Cylinder Rental May 2024	1,676.59
	AIRGAS USA LLC	501-2901-537.53-02		Cylinder Rental May 2024	63.27

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Check#	Vendor	GL Account	Proj No	Description	Amount
194021 - Summary					2,692.95
194022	ALSTAR COMPANY	100-4401-533.53-02		GROUP 65 BATTERIES	457.94
194022 - Summary					457.94
194023	ANTAEUS LLC	100-2501-515.30-04		MAY ANTAEUS INV	300.00
	ANTAEUS LLC	100-2501-515.30-04		APRIL ANTAEUS INV	300.00
194023 - Summary					600.00
194024	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Rogers Pk 5/29/24-6/25/24	150.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		LH-ADA 5/1-5/28/24	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		McKinley Park Porta Potty	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Lib Hghts 5/29/24-6/25/24	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		McKinley-ADA-5/1-5/28/24	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Vets Park 5/29/24-6/25/24	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Vets-ADA 5/1-5/28/24	180.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	100-4101-533.32-04		Rogers-Reg-5/1/24-5/28/24	150.00
	ARNOLD'S ENVIRONMENTAL SERVICES INC	550-4233-535.51-09		Morgan-Reg 5/15-6/11/24	200.00
194024 - Summary					1,580.00
194025	ASCENTIS CORPORATION	100-1401-515.32-01		Subscriptn Fee 6/1-8/31	4,896.45
194025 - Summary					4,896.45
194026	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 7804	1,105.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 6333	825.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 2591	910.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 4009	1,315.00
194026 - Summary					4,155.00
194027	AT&T	100-1101-517.41-06		AT&T Senior Center	96.55
	AT&T	100-1101-517.41-06		AT&T Centrex April	71.28
194027 - Summary					167.83
194028	AURORA HEALTH CARE	100-1301-517.30-04		Drug Screens DPW	858.00
	AURORA HEALTH CARE	100-1301-517.30-04		Respiratory Quest. Fire	1,619.00
	AURORA HEALTH CARE	100-1301-517.30-04		Audiometry Police	2,548.00
	AURORA HEALTH CARE	100-2001-523.59-01		new hire med eval	50.00
	AURORA HEALTH CARE	100-2101-521.30-04		Mar-May blood draws	1,325.00
194028 - Summary					6,400.00
194029	AUTOGLASS GUYS	100-4501-533.44-03		Windshield Replacement	390.00
194029 - Summary					390.00
194030	AYRES ASSOCIATES	100-4201-535.30-04		monitoring landfill	2,947.88
194030 - Summary					2,947.88
194031	Burleson, Meredith	100-0000-451.01-00		SDC refund	502.25
194031 - Summary					502.25
194032	BADGER METER INC	501-2901-537.52-03		THRU 5-25MOBILE SVC AGRMT	3,360.00
194032 - Summary					3,360.00
194033	BAXTER & WOODMAN	501-2901-537.30-02		Req Fire Flow Hydraulic	682.50
194033 - Summary					682.50
194034	BILL'S POWER CENTER INC	100-4501-533.53-02		WHEELS	55.08
194034 - Summary					55.08
194035	BLACKBURN MFG CO	100-4401-533.53-02		Blue utility marking flag	123.92
	BLACKBURN MFG CO	501-2901-537.53-02		Orange utility flags	123.92
194035 - Summary					247.84
194036	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	83.97
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	387.03
194036 - Summary					471.00
194037	BRAKE AND EQUIPMENT	100-2201-522.44-03		REFUND	(519.66)
	BRAKE AND EQUIPMENT	100-2201-522.44-03		AIR BAGS #4212	519.66
	BRAKE AND EQUIPMENT	100-2201-522.44-03		RETURN CREDIT	(100.76)
	BRAKE AND EQUIPMENT	100-2201-522.44-03		AIR BAGS - #4212	758.28
	BRAKE AND EQUIPMENT	100-4501-533.53-02		Steer stablizer	196.28
	BRAKE AND EQUIPMENT	100-4501-533.53-02		Brake shoe kits	197.76
194037 - Summary					1,051.56
194038	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire1-HVAC repair 3/24	2,287.54
	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-HVAC repair 4/24	909.80
	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-HVAC repairs	7,701.42

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194038	BUTTERS-FETTING CO INC	100-4101-533.44-08		Sen Ctr-HVAC repair	2,556.95
	BUTTERS-FETTING CO INC	540-1801-538.53-02		Grant pump-HVAC repair	546.33
194038 - Summary					14,002.04
194039	CAMBRE, CAREN	255-8101-521.30-04	I23548	Training fee	6,000.00
194039 - Summary					6,000.00
194040	CARE-PLUS DENTAL PLANS INC	100-0000-202.18-02		Care Plus June	18,599.60
194040 - Summary					18,599.60
194041	CARLIN SALES CORP	100-4301-533.53-02		for annual flowers	164.86
194041 - Summary					164.86
194042	CDW-G	240-7938-542.51-11	EF2106	Computer Equipt.	669.66
	CDW-G	240-7938-542.51-11	EF2106	Returned keyboards	(599.04)
	CDW-G	250-8020-521.51-11		squad computers	3,572.27
	CDW-G	250-8020-521.51-11	G21003	computers paid wJAG grant	9,111.60
	CDW-G	250-8020-521.51-11	G21003	squad computers	7,144.54
	CDW-G	255-8101-521.30-04	I23549	TelePres	434.00
	CDW-G	352-3501-555.70-03	L23001	INVOICE #RL67781	42.03
194042 - Summary					20,375.06
194043	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #84357381	143.95
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #84283345	57.58
194043 - Summary					201.53
194044	CERTAPRO PAINTERS	100-4101-533.44-08		Farmers-office painting	988.84
194044 - Summary					988.84
194045	CHARTER COMMUNICATIONS	255-8101-521.30-04	I23549	Internet	199.97
194045 - Summary					199.97
194046	CINTAS FIRE PROTECTION	100-4101-533.32-04		PD-qurtly sprinkler	510.66
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire #1-qrtly sprinkler	293.94
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#2-qrtly sprinkler	293.94
	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire Admin-qrtly sprinklr	293.94
194046 - Summary					1,392.48
194047	CITY OF WEST ALLIS	258-3102-565.41-01		MTR 1/1-31 to 4-30-24	60.22
	CITY OF WEST ALLIS	258-3102-565.41-01		1-31-24 to 4-30-24	48.88
	CITY OF WEST ALLIS	258-3102-565.41-01		1-31 to 4-30-24	38.51
	CITY OF WEST ALLIS	316-6606-563.41-01	T16010	MTR 2/ 1-31 TO 4-30	52.95
	CITY OF WEST ALLIS	316-6606-563.41-01	T16010	1-17 to 4-12 (Mst Mtr)	512.85
194047 - Summary					713.41
194048	CLEAR CHANNEL	241-8690-542.54-03	H99102	Billboard Campaign	7,680.00
194048 - Summary					7,680.00
194049	CLIFTONLARSONALLEN LLP	100-1401-515.30-01		WEDC-CDI grant audit	3,675.00
	CLIFTONLARSONALLEN LLP	100-1401-515.30-01		2023 Audit Services	24,281.25
194049 - Summary					27,956.25
194050	CON-COR COMPANY INC	100-4501-533.53-02		Muffler	27.00
194050 - Summary					27.00
194051	CONSTRUCTION MNGMT ASSOC, INC	255-8101-521.30-04	I24534	Door installation	6,395.40
194051 - Summary					6,395.40
194052	CORE AND MAIN	100-4401-533.53-02		CONCRETE PVC COUPLING	248.30
	CORE AND MAIN	501-2901-537.53-02		TAPPING SLEEVE	144.85
	CORE AND MAIN	501-2901-537.53-02		Top sections	525.00
	CORE AND MAIN	501-2901-537.53-02		Valve box top/bottom sect	1,191.75
	CORE AND MAIN	501-2901-537.53-02		6x8 repair clamps	849.68
194052 - Summary					2,959.58
194053	CRESCENT ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		pvc type lb conduit	5.82
194053 - Summary					5.82
194054	CROWLEY CONSTRUCTION CORPORATION	220-7522-563.31-01	C23412	Downtown Pavement Marking	12,942.56
194054 - Summary					12,942.56
194055	CUMMINS SALES AND SERVICE	255-8101-521.30-04	I23549	Generator maint.	163.78
194055 - Summary					163.78
194056	DASH MEDICAL GLOVES INC	100-2201-522.53-41		4 CASES EXAM GLOVES	303.60
194056 - Summary					303.60
194057	DIVERSIFIED BENEFIT SERVICES, INC	100-5219-517.21-15		HRA admin fee	100.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194057 - Summary					100.00
194058	DIXON ENGINEERING, INC	501-2901-537.30-04		Clean 94 & Rogers Res	5,950.00
	DIXON ENGINEERING, INC	501-2901-537.30-04		2024 Inspect 116 & Rogers	1,300.00
	DIXON ENGINEERING, INC	501-2901-537.30-04		2024 Inspect 84th & Natl	1,300.00
194058 - Summary					8,550.00
194059	DON'S AUTO BODY	100-2110-521.44-03		repair squad 15	5,283.43
	DON'S AUTO BODY	100-2110-521.44-03		repair squad 49	496.00
194059 - Summary					5,779.43
194060	DONOHUE & ASSOCIATES INC	501-2901-537.30-02		96th St Pump Station Gene	5,052.50
194060 - Summary					5,052.50
194061	EDER FLAG MFG CO INC	100-4401-533.53-02		FLAGS	345.81
	EDER FLAG MFG CO INC	100-4401-533.53-02		US FLAGS	204.30
194061 - Summary					550.11
194062	EGELHOFF LAWN	352-4301-533.70-03		Riding Mowers (x6)	89,607.41
194062 - Summary					89,607.41
194063	ELITE HOOD CLEANING LLC	100-2201-522.30-04		KITCHEN HOOD INPSECTION	325.00
	ELITE HOOD CLEANING LLC	100-2201-522.30-04		KITCHEN HOOD INSPECTION	650.00
194063 - Summary					975.00
194064	ELLIOTT'S ACE HARDWARE	100-2201-522.44-03		MED RIG SET-UP	46.38
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-03		MED RIG SET-UP SUPPLIES	41.37
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SHOP SUPPLY	8.09
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SHOP ITEMS	31.61
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-09		DOOR WEDGE-ADMIN	3.59
	ELLIOTT'S ACE HARDWARE	100-4118-531.53-02		Clear bulb	6.29
	ELLIOTT'S ACE HARDWARE	100-4118-531.53-02		led 5000k 2pk	8.09
	ELLIOTT'S ACE HARDWARE	354-6051-517.31-02	M2420M	pruning items	44.07
194064 - Summary					189.49
194065	ENERGENECS INC	501-2901-537.30-04		install digital display	4,838.76
194065 - Summary					4,838.76
194066	EXPRESS ELEVATOR LLC	100-4101-533.32-04		April-8 elev/Hist to 6/24	688.00
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Library-Cat1/pressure tes	725.00
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		mnthly elevator maint5/24	607.00
194066 - Summary					2,020.00
194067	FABICK	100-4501-533.53-02		Misc. engine parts	484.40
194067 - Summary					484.40
194068	FASTENAL COMPANY	100-4401-533.53-02		BUTT CONNECTOR	159.15
	FASTENAL COMPANY	100-4401-533.53-02		BOLT	10.28
194068 - Summary					169.43
194069	FEDEX	255-8101-521.30-04	I24534	Shipping	25.31
194069 - Summary					25.31
194070	GANNETT WISCONSIN LOCALIQ	100-0302-516.30-05		Acct#959958	559.92
194070 - Summary					559.92
194071	GEAR WASH LLC	100-2201-522.60-01		GEAR CLEANING/REPAIRS	3,674.00
	GEAR WASH LLC	100-2201-522.60-01		MISC GEAR WASH/REPAIRS	1,167.75
194071 - Summary					4,841.75
194072	GERBER LEISURE PRODUCTS INC	100-4101-533.44-08		parks-cap scrw, bolt link	265.00
194072 - Summary					265.00
194073	GERMANTOWN POLICE DEPARTMENT	100-0000-229.11-10		bail	470.50
194073 - Summary					470.50
194074	GRAYBAR	100-4118-531.53-02		dpw fac.	49.64
	GRAYBAR	100-4118-531.53-02		low volt mount clip	13.86
194074 - Summary					63.50
194075	GREGORY, ROBERT	255-8101-521.56-03	I23548	New Orleans, LA	1,793.94
194075 - Summary					1,793.94
194076	GRUBER, EUGENE	257-5702-517.30-04	SPFARM	FM Entertain - 6/01	200.00
194076 - Summary					200.00
194077	HACH COMPANY	501-2901-537.51-09		ttl chlor,singlets,phosph	399.01
194077 - Summary					399.01
194078	HEALTH JOY, LLC	602-9101-517.30-04		HJ April Chronic Care	654.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194078 - Summary					654.00
194079	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		bulbs, ballast bypass	167.79
	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		sat s29428 12.5 watt	9.80
194079 - Summary					177.59
194080	HILLER FORD INC	100-2110-521.44-03		sqd 18 parts	304.34
	HILLER FORD INC	100-2110-521.44-03		squad 11 parts	1,399.02
	HILLER FORD INC	100-2110-521.44-03		squad 63 parts	1,482.39
	HILLER FORD INC	100-2110-521.44-03		sqd 14 repairs	1,747.78
	HILLER FORD INC	100-2110-521.44-03		trng car 76 parts	103.31
	HILLER FORD INC	100-2110-521.44-03		stock parts	691.63
	HILLER FORD INC	100-4401-533.53-02		Relay	32.58
	HILLER FORD INC	100-4401-533.53-02		Trans. fluid	110.10
	HILLER FORD INC	100-4501-533.53-02		TRANSMISSION TUBES/LINES	102.90
	HILLER FORD INC	100-4501-533.53-02		Latches / Tube assem.	103.71
	HILLER FORD INC	100-4501-533.53-02		TRANSMISSION PARTS	566.60
	HILLER FORD INC	100-4501-533.53-02		TPMS SENSORS	117.06
194080 - Summary					6,761.42
194081	HOLZ MOTORS INC	100-4401-533.53-02		GM antifreeze	96.24
	HOLZ MOTORS INC	100-4501-533.53-02		CALIPERS	239.48
	HOLZ MOTORS INC	100-4501-533.53-02		Return/core CREDIT	(264.86)
194081 - Summary					70.86
194082	HONEYWELL BUILDING SOLUTIONS	100-4101-533.44-08		CH-HVAC repair	2,784.00
194082 - Summary					2,784.00
194083	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.30-04		LH pool review	250.00
	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.30-04		LH strt systm,recal cntrl	250.00
194083 - Summary					500.00
194084	HUCKSTORF DIESEL PUMP &INJECTOR SER	100-2201-522.44-03		INJECTORS #4419	3,754.96
194084 - Summary					3,754.96
194085	HYDROTEX	100-4401-533.53-02		ACCULUBE	731.46
194085 - Summary					731.46
194086	ICMA	100-1001-513.57-01		ICMA Membership	1,186.00
194086 - Summary					1,186.00
194087	IDEXX LABORATORIES INC	501-2901-537.51-09		GAMMA IRRAD COLILERT200PK	1,850.28
	IDEXX LABORATORIES INC	501-2901-537.51-09		9-25-2019 DUP3052125265	(1,418.19)
	IDEXX LABORATORIES INC	501-2901-537.51-09		WKIT 1001, QUANTI-CULT	358.14
194087 - Summary					790.23
194088	INSPIRATION STUDIOS	240-7905-542.51-09	H24006	Mental Health Walk	300.00
194088 - Summary					300.00
194089	INTEGRATED CUSTOM SOFTWARE	100-1401-515.32-04		FormsPrint Support	1,600.00
194089 - Summary					1,600.00
194090	INTERSTATE POWER SYSTEM INC	100-4501-533.53-02		Gasket	5.14
	INTERSTATE POWER SYSTEM INC	100-4501-533.53-02		Cover / gaskets / bolts	292.23
194090 - Summary					297.37
194091	Janet Rewolinski	207-0620-544.51-09		Crafting class supplies	26.25
194091 - Summary					26.25
194092	JOHNSON SAND & GRAVEL INC	540-1801-538.53-02		Mason Sand	37.13
194092 - Summary					37.13
194093	JWR, INC	100-4501-533.53-02		HOOK	399.13
	JWR, INC	100-4501-533.53-02		TARP	448.50
194093 - Summary					847.63
194094	JX PETERBILT -WAUKESHA	100-4401-533.53-02		AIR DRYER CARTRIDGE	119.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		AIR CHAMBER	109.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		Cap	5.51
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		Misc. filters	431.15
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		WHEEL SEAL	59.98
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Solenoid valve	102.99
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		ROTORS, SEALS	833.96
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Oil pan gasket	208.24
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Part return CREDIT	(321.96)
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		Brake shoes	321.96
	JX PETERBILT -WAUKESHA	100-4501-533.53-02			

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Check#	Vendor	GL Account	Proj No	Description	Amount
194094 - Summary					1,871.79
194095	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		Mini fuses / headlamp	30.39
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		Wiring adapter	29.70
194095 - Summary					60.09
194096	KIRBY, SCOTT	257-5701-517.30-04	SP0004	FTF Entertain. 6/07	250.00
194096 - Summary					250.00
194097	KL ENGINEERING	354-6051-517.31-02	M2320M	Lighting constr oversight	14,506.27
	KL ENGINEERING	354-6051-517.31-02	M2420M	lighting design	52,604.06
194097 - Summary					67,110.33
194098	KM SPORTS LLC	100-2201-522.60-01		ADMINISTRATION CLOTHING	607.00
194098 - Summary					607.00
194099	KOSZALKA, MICHAEL	100-3506-555.51-09		KAREN KEIPER 5/20/24	2.65
194099 - Summary					2.65
194100	KOZAK, JULIEN	257-5702-517.30-04	SPFARM	FM Entertain. - 6/06	200.00
194100 - Summary					200.00
194101	KPH CONSTRUCTION CORP	220-7522-563.30-02	C21410	Pre Demo Inspection KPH	1,265.00
194101 - Summary					1,265.00
194102	LAKESIDE INTERNATIONAL TRUCKS INC	100-4401-533.53-02		Filters	494.89
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Mirror	315.00
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Air dryer assembly	573.46
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		Filters	179.62
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4501-533.53-02		CORE RETURNED FOR CREDIT	(192.85)
194102 - Summary					1,370.12
194103	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2427S	86: Grnflid-Washgtn-Streets	57,771.23
	LALONDE CONTRACTORS INC	501-2901-537.75-01	P2427H	86: Grnflid-Washgtn-Water	184,528.00
	LALONDE CONTRACTORS INC	510-3803-536.75-01	P2427N	86: Grnflid-Washgtn-Sanita	53,200.00
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2427R	86: Grnflid-Washgtn-Storm	372.87
194103 - Summary					295,872.10
194104	LANDAU, DAVID	100-3501-555.30-04		SUMMER PROGRAM 7/17/24	850.00
194104 - Summary					850.00
194105	LEGACY RECYCLING	550-4233-535.41-09		may ecycling	1,355.00
194105 - Summary					1,355.00
194106	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	853.80
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	469.26
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	688.35
194106 - Summary					2,011.41
194107	LOCHEN EQUIPMENT	100-4501-533.53-02		SPRING	9.51
194107 - Summary					9.51
194108	Mulder, Susan	100-0302-516.61-02	WA2101	CWA Claim Settlement	360.06
194108 - Summary					360.06
194109	MACQUEEN EQUIPMENT	100-2201-522.44-02		MSA EQUIPMENT MAINTENANCE	49.19
	MACQUEEN EQUIPMENT	100-2201-522.53-27		MSA EQUIPMENT	468.50
	MACQUEEN EQUIPMENT	100-2201-522.53-27		RFID READER/WRITER	849.87
	MACQUEEN EQUIPMENT	100-2201-522.53-27		OPERATIONAL SUPPLES	155.57
	MACQUEEN EQUIPMENT	100-4401-533.53-02		NOZZLES	413.01
	MACQUEEN EQUIPMENT	100-4401-533.53-02		Push-lok fittings	112.97
	MACQUEEN EQUIPMENT	100-4401-533.53-02		FILTERS	667.22
	MACQUEEN EQUIPMENT	100-4401-533.53-02		SWEEPER NOZZLES	156.22
	MACQUEEN EQUIPMENT	100-4401-533.53-02		Filters	572.89
	MACQUEEN EQUIPMENT	100-4501-533.53-02		SHOE RUNNERS	243.73
	MACQUEEN EQUIPMENT	100-4501-533.53-02		Water sender	300.90
	MACQUEEN EQUIPMENT	100-4501-533.53-02		Misc. repair parts	3,802.48
	MACQUEEN EQUIPMENT	100-4501-533.53-02		Parts return CREDIT	(3,107.96)
	MACQUEEN EQUIPMENT	100-4501-533.53-02		Misc. sweeper parts	653.39
	MACQUEEN EQUIPMENT	100-4501-533.53-02		SWEEPER PARTS	4,662.39
	MACQUEEN EQUIPMENT	100-4501-533.53-02		Latch / Plate	114.50
194109 - Summary					10,114.87
194110	MACY, DARLENE	255-8101-521.56-03	I24538	Green Bay	162.00
194110 - Summary					162.00
194111	MARCO TECHNOLOGIES, LLC	100-1101-517.30-02		Marco Emergency PD	1,295.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194111	MARCO TECHNOLOGIES, LLC	100-1101-517.44-08		Mitel Analog unit PD	366.49
194111 - Summary					1,661.49
194112	MARK'S PLUMBING PARTS & SUPPLY	100-4101-533.44-08		Stock-bubbler cartridges	124.04
194112 - Summary					124.04
194113	MARTINEZ, RICARDO	257-5701-517.30-04	SPCITY	Memorial Day Trumpeter	100.00
194113 - Summary					100.00
194114	MELOTT, SUSAN	100-3501-555.30-04		LIBRARY PROGRAM 8/21/24	50.00
194114 - Summary					50.00
194115	MELOTT, SUSAN	100-3501-555.30-04		LIBRARY PROGRAM 6/12/24	50.00
194115 - Summary					50.00
194116	MELOTT, SUSAN	100-3501-555.30-04		LIBRARY PROGRAM 7/10/24	50.00
194116 - Summary					50.00
194117	MENARDS- WEST MILWAUKEE	100-4118-531.53-02		Measuring devices	79.98
194117 - Summary					79.98
194118	METRO MUNICIPAL CLERK'S ASSOC	100-1501-517.57-01		Slivka & Uttke membership	60.00
194118 - Summary					60.00
194119	MIDWEST TAPE	100-3502-555.52-22		INVOICE #505497467	422.90
194119 - Summary					422.90
194120	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		BAIL	300.00
	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		bail	300.00
194120 - Summary					600.00
194121	MILWAUKEE RUBBER PRODUCTS, INC	100-4401-533.53-02		Fire hose	210.00
	MILWAUKEE RUBBER PRODUCTS, INC	100-4501-533.53-02		Couplers	90.00
194121 - Summary					300.00
194122	MONTALVO CAEZ, PAMELA	223-0000-229.04-23		FSS funds	4,590.33
194122 - Summary					4,590.33
194123	MULVENNA, KEVIN	257-5702-517.30-04	SPFARM	FM Entertain - 6/13	200.00
194123 - Summary					200.00
194124	MUNICIPAL PROPERTY INSURANCE CO	100-1001-513.61-01		6/1/2024-6/1/2025 insuran	176,937.00
194124 - Summary					176,937.00
194125	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		COUPLING, THREADLOCKER	88.52
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		FITTINGS	145.37
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		fittings	50.44
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		EPOXY	24.93
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		FITTING	40.89
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		FUEL FILTER	5.12
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Air filter	12.04
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Bed mounting kit	65.15
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		FUEL PUMP	220.60
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Breather assembly	23.62
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Mounts	83.16
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Strobe lamp	64.73
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Misc. engine parts	219.08
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TRAILER CONNECTOR	22.70
194125 - Summary					1,066.35
194126	NAPLETON CHEVROLET COLUMBUS	100-2101-521.70-02		2024 tahoe 253839	51,456.89
194126 - Summary					51,456.89
194127	NEHER ELECTRIC SUPPLY INC	100-4401-533.53-02		LIGHT BULBS	137.40
194127 - Summary					137.40
194128	NESPOLI, ERIK	255-8101-521.56-03	I24538	Los Angeles	1,240.67
194128 - Summary					1,240.67
194129	NESS, SAMUEL JULIUS	257-5702-517.30-04	SPFARM	FM Entertain - 6/20	200.00
194129 - Summary					200.00
194130	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		FSP EE April fee	550.00
	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		FSP Retiree April fee	225.00
194130 - Summary					775.00
194131	NEU TOOL & SUPPLY CORP	100-2110-521.51-08		shop tool	279.15
194131 - Summary					279.15

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Check#	Vendor	GL Account	Proj No	Description	Amount
194132	NEVEAUX-RAYMOND, FAITH	223-0000-229.04-23		FSS	745.96
194132 - Summary					745.96
194133	NEW BERLIN REDI-MIX	100-4218-531.53-02		9 bag #1 stone with air	2,752.00
	NEW BERLIN REDI-MIX	100-4218-531.53-02		7 bag #1 stone with air	574.00
	NEW BERLIN REDI-MIX	501-2707-537.53-08		7 bag #1 stone with air	6,068.00
	NEW BERLIN REDI-MIX	540-1801-538.53-02		7 bag #1 stone with air	246.00
194133 - Summary					9,640.00
194134	ORKIN, LLC	100-2101-521.30-04		bug prevention main pd	400.00
	ORKIN, LLC	100-2101-521.30-04		bug prevention substation	400.00
194134 - Summary					800.00
194135	ORTA, RICKY JR.	257-5702-517.30-04	SPFARM	FM Entertain - 6/15	200.00
194135 - Summary					200.00
194136	PARKITECTURE & PLANNING, LLC	220-7521-563.30-02	C24101	Liberty Heights Shelter	13,222.40
194136 - Summary					13,222.40
194137	PAUL CONWAY SHIELDS	100-2201-522.60-01		PPE - BOOTS	586.67
	PAUL CONWAY SHIELDS	100-2201-522.60-01		PPE/BOOTS	628.57
194137 - Summary					1,215.24
194138	PAYNE & DOLAN INC	501-2707-537.53-02		3/8 chips	320.61
	PAYNE & DOLAN INC	501-2708-537.53-02		3/8 chips	320.60
194138 - Summary					641.21
194139	POMP'S TIRE SERVICE INC	100-2110-521.53-03		squad tires	2,680.68
	POMP'S TIRE SERVICE INC	100-4401-533.53-02		TURF TIRES	331.50
	POMP'S TIRE SERVICE INC	100-4501-533.53-02		Tires	529.92
194139 - Summary					3,542.10
194140	PRECISION GRAPHICS INC	100-8202-517.44-02		Repairs on Perforator	417.50
194140 - Summary					417.50
194141	PROFESSIONAL INTERPRETING ENTERPRIS	100-1001-513.30-04		CC 5.7.24	720.00
	PROFESSIONAL INTERPRETING ENTERPRIS	100-1001-513.30-04		Council 5/21/24	720.00
194141 - Summary					1,440.00
194142	R. S. PAINT & TOOLS LLC	501-2901-537.53-02		BLACK MARKING PAINT	111.12
194142 - Summary					111.12
194143	RAMIREZ, DENNY	257-5701-517.30-04	SP0004	FTF Attract. - 6/07	250.00
194143 - Summary					250.00
194144	RAVEN, RICHARD	257-5701-517.30-04	SP0005	SCS Band - 6/20	1,100.00
194144 - Summary					1,100.00
194145	REGISTRATION FEE TRUST	100-2101-521.70-02		reg for 2024 tahoe253839	169.50
194145 - Summary					169.50
194146	REGISTRATION FEE TRUST	100-4501-533.44-03		Registration & Lic. Plate	169.50
194146 - Summary					169.50
194147	REINDERS INC	100-4501-533.53-02		CLUTCH/ BRAKE ASSEMBLY	1,033.49
	REINDERS INC	100-4501-533.53-02		WASHERS, SPACERS,HOC CAP	156.58
	REINDERS INC	100-4501-533.53-02		PART RETURNED FOR CREDIT	(1,033.49)
194147 - Summary					156.58
194148	RELIANCE STANDARD LIFE INSURANCE CO	100-0000-202.18-05		LTD May premium	5,819.12
194148 - Summary					5,819.12
194149	RHOMAR INDUSTRIES INC	100-4401-533.53-02		ROHOMA-SOL	596.12
194149 - Summary					596.12
194150	RHYME BUSINESS PRODUCTS LLC	100-1101-517.30-13		Rhyme - April	6,599.66
194150 - Summary					6,599.66
194151	RICOH USA INC	255-8101-521.30-04	I23549	Copier	433.55
194151 - Summary					433.55
194152	ITTER TECHNOLOGY LLC	100-4401-533.53-02		NUT	13.47
194152 - Summary					13.47
194153	RNOW INC	100-4501-533.53-02		PRESSURE SWITCH	327.16
	RNOW INC	100-4501-533.53-02		Digital display	1,045.49
194153 - Summary					1,372.65
194154	ROAD & CONSTRUCTION MATERIALS	100-4118-531.53-02		clean fill-one axle load	400.00
	ROAD & CONSTRUCTION MATERIALS	100-4218-531.53-02		clean fill-one axle load	120.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194154	ROAD & CONSTRUCTION MATERIALS	540-1801-538.53-02		clean fill-one axle load	160.00
194154 - Summary					680.00
194155	ROUSE, JONATHAN	257-5702-517.30-04	SPFARM	FM Entertain. - 6/08	200.00
194155 - Summary					200.00
194156	SALAMONE SUPPLIES	100-4401-533.53-02		GARBAGE BAGS	233.90
194156 - Summary					233.90
194157	SCHOOL DISTRICT OF WAUKESHA	100-3501-555.30-04		SUMMER PROGRAM 7/10/24	450.00
194157 - Summary					450.00
194158	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		SEATBELT #4212	427.83
	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		WHEEL CHOCK HOLDERS #4306	1,216.48
194158 - Summary					1,644.31
194159	SECURIAN FINANCIAL GROUP INC	100-0000-202.18-01		June Life premiums	14,878.55
194159 - Summary					14,878.55
194160	SEFAC USA, INC	100-4501-533.30-04		Column Lift Repairs	4,923.00
194160 - Summary					4,923.00
194161	SHERWIN WILLIAMS	100-4101-533.53-02		reflective glass beads	1,300.00
194161 - Summary					1,300.00
194162	SHERWIN WILLIAMS	501-2710-537.53-02		IND URE ALK SF RED	320.00
	SHERWIN WILLIAMS	501-2710-537.53-02		KKU MTL PR GRY	366.00
194162 - Summary					686.00
194163	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PMNA-24-6	2,598.35
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04		Work Order - PM-23-1	1,640.00
	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-31	A19001	Grass and Weeds	2,485.00
194163 - Summary					6,723.35
194164	SINGH, SUZANNE	100-2301-523.51-04		Metcalfes	15.84
	SINGH, SUZANNE	100-2301-523.51-04		Aggies Bakery	113.21
	SINGH, SUZANNE	100-2301-523.51-04		PNS	24.61
	SINGH, SUZANNE	100-2301-523.51-09		A La Carte - NSS	27.83
194164 - Summary					181.49
194165	SPEEDY METALS LLC	100-2201-522.44-03		STEEL FOR PLACARDS	141.94
194165 - Summary					141.94
194166	SPIELBAUER FIREWORKS CO INC	257-5701-517.30-04	SP0001	7/04/24 Fireworks deposit	5,000.00
194166 - Summary					5,000.00
194167	STARK PAVEMENT CORP	100-4218-531.53-02		3/8 surface	882.84
	STARK PAVEMENT CORP	501-2707-537.53-08		3/8 surface	168.35
	STARK PAVEMENT CORP	540-1801-538.53-02		3/8 surface	326.25
194167 - Summary					1,377.44
194168	STERICYCLE INC	997-9703-541.32-04		GF-Sharps Pickup	132.30
194168 - Summary					132.30
194169	STREICHER'S INC	100-2107-521.60-02		rpce bullet proof vests	1,587.00
	STREICHER'S INC	100-2107-521.60-02		bullet proof vest replace	15,704.89
	STREICHER'S INC	100-2201-522.60-01		POLO SHIRTS/WRIGHT	100.00
	STREICHER'S INC	100-2201-522.60-01		PANTS/NOWAK	90.00
194169 - Summary					17,481.89
194170	STRYKER SALES, LLC	100-2201-522.44-03		FLEET MAINTENANCE	8.90
194170 - Summary					8.90
194171	SUPERIOR VISION INSURANCE INC	100-0000-202.18-06		April Vision	1,570.08
	SUPERIOR VISION INSURANCE INC	100-0000-202.18-06		May Vision	1,584.65
194171 - Summary					3,154.73
194172	SZCZEPANIAK-GILLECE, JOCELYN	100-3501-555.30-04		LIBRARY PROGRAM 6/10/24	50.00
194172 - Summary					50.00
194173	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN & GPS 3446	465.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN & GPS 2344	465.00
194173 - Summary					930.00
194174	TAPCO	100-4401-533.53-02		Transformer base	1,312.20
	TAPCO	100-4401-533.53-02		V-locs & clips	2,685.38
	TAPCO	100-4401-533.53-02		TRANSFORMER BASE	1,350.00
194174 - Summary					5,347.58

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Check#	Vendor	GL Account	Proj No	Description	Amount
194175	TEREX SERVICES	100-4501-533.44-03		Annual Aerial Inspection	2,180.00
	TEREX SERVICES	100-4501-533.44-03		Annual Aerial Inspections	1,175.00
194175 - Summary					3,355.00
194176	THE UPS STORE #6257	100-2101-521.51-01		RETURN EQUIPMENT	13.46
194176 - Summary					13.46
194177	TRACE ANALYTICS LLC	100-2201-522.44-02		MACHINERY MAINTENANCE	615.54
194177 - Summary					615.54
194178	TRI CITY NATIONAL BANK	100-0000-229.04-00		Martin Loan Payment	0.00
194178 - Summary					0.00
194179	TRUCK COUNTRY	100-4501-533.53-02		CREDIT FOR NON SHIPPED IT	(388.14)
	TRUCK COUNTRY	100-4501-533.53-02		Hood cable	35.49
	TRUCK COUNTRY	100-4501-533.53-02		HEADLAMPS, SCREWS, NUTS	388.14
	TRUCK COUNTRY	100-4501-533.53-02		BRAKES,HORN,LIGHT,RESEVOI	238.71
	TRUCK COUNTRY	100-4501-533.53-02		Radiator	1,316.16
194179 - Summary					1,590.36
194180	UNIFIRST CORPORATION	100-2101-521.51-07		mat/uniforms	7.59
	UNIFIRST CORPORATION	100-2101-521.51-07		Mats and mops 5/15/24	18.69
	UNIFIRST CORPORATION	100-2101-521.51-07		Mats and mops 5/22	53.59
	UNIFIRST CORPORATION	100-2201-522.51-07		Wipers and laundry	7.00
	UNIFIRST CORPORATION	100-4101-533.53-02		Mat and Mops 5/14	9.66
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 5/14/24	113.96
	UNIFIRST CORPORATION	100-4501-533.53-02		DPW 5/28/24	113.78
	UNIFIRST CORPORATION	100-4501-533.53-02		Uniforms 5/21/24	113.78
194180 - Summary					438.05
194181	UNITED FLOORING INC	100-4101-533.44-08		Fire-stair tread repair	3,050.00
194181 - Summary					3,050.00
194182	UTILITY SALES & SERVICE INC	100-4401-533.53-02		Hydraulic filter	77.60
	UTILITY SALES & SERVICE INC	100-4501-533.53-02		Safety decals	77.01
	UTILITY SALES & SERVICE INC	100-4501-533.53-02		Filter	76.17
194182 - Summary					230.78
194183	VANGUARD COMPUTERS INC	352-3501-555.70-03	L23001	INVOICE #61984	269.12
	VANGUARD COMPUTERS INC	352-3501-555.70-03	L23001	INVOICE #61754	16,296.00
194183 - Summary					16,565.12
194184	VERIZON WIRELESS	100-1401-515.41-06		April Verizon	14,027.64
194184 - Summary					14,027.64
194185	VERMEER-WISCONSIN INC	100-4401-533.53-02		Bio-stick	64.44
194185 - Summary					64.44
194186	VON BRIESEN & ROPER SC	100-1301-517.30-02		Matter#6664-00006	5,067.38
194186 - Summary					5,067.38
194187	WAUKESHA COUNTY TREASURER	100-2101-521.44-04		repair radios	100.30
194187 - Summary					100.30
194188	WAUSAU EQUIPMENT COMPANY INC	100-4401-533.53-02		Scraper blade cylinder	2,088.91
194188 - Summary					2,088.91
194189	WAYSTAR, INC	997-9703-541.32-04		GF- Final Invoice, Clinic	146.29
194189 - Summary					146.29
194190	WE ENERGIES	550-4233-535.30-04		gas demo 5032 rogers	776.00
194190 - Summary					776.00
194191	WEST ALLIS CTR FOR EARLY EDUCATION	220-7526-563.31-64	C22509	Draw 3	16,640.00
194191 - Summary					16,640.00
194192	WHEELS NOW INC	100-4501-533.53-02		trailer rims	304.00
194192 - Summary					304.00
194193	WI BUREAU OF ENVIRONMENTAL AND	997-9704-541.57-01		Lead Certification	150.00
194193 - Summary					150.00
194194	WISCONSIN HYDRANT REPAIR, LLC	501-2901-537.30-04		Livetap 8x6mjdj	600.00
194194 - Summary					600.00
194195	WISCONSIN POLICY FORUM	100-1501-517.57-01		2024 member renewal	750.00
194195 - Summary					750.00
194196	WORLDWIDE INTERPRETERS, INC.	100-2101-521.30-04		March interpreter svc	42.56

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Check#	Vendor	GL Account	Proj No	Description	Amount
194196	WORLDWIDE INTERPRETERS, INC.	100-2201-522.52-03		INTERPRETER SERVICES	11.76
	WORLDWIDE INTERPRETERS, INC.	501-2901-537.30-02		Spanish translation	17.92
	WORLDWIDE INTERPRETERS, INC.	997-9703-541.30-04		Translator Services	58.80
194196 - Summary					131.04
194197	YES EQUIPMENT & SERVICES INC	100-4501-533.53-02		LOCK WINDOW	122.30
194197 - Summary					122.30
194198	ZIGNEGO READY MIX INC	501-2707-537.53-08		1.25 base course	107.70
194198 - Summary					107.70
194199	1ST SERVICE TITLE & CLOSING	220-7534-563.31-01	C23306	Title Policy 22-19830	450.00
194199 - Summary					450.00
06/05/2024 - Summary					1,253,023.02

Payment Date: 06/07/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
194200	AARON COLSON PENAZEK	100-0000-229.01-00		Overpaid Tax 4450260000	1,374.18
194200 - Summary					1,374.18
194201	BETTY PIONTEK	100-0000-229.01-00		Overpaid Tax 4740244000	20.06
194201 - Summary					20.06
194202	CITY OF WEST ALLIS	100-0000-229.01-00		Overpaid Tax various	1.44
194202 - Summary					1.44
194203	JASON AGUILERA PRADO	100-0000-229.01-00		Overpaid Tax 4790517000	31.11
194203 - Summary					31.11
06/07/2024 - Summary					1,426.79

Payment Date: 06/10/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36626	STATE CONTRACTORS, INC.	350-6008-531.31-01	P2428W	2024 Sidewalk Project	63,142.22
36626 - Summary					63,142.22
36629	US BANK - PCARD	100-0000-441.08-00		DOJ EPAY RECORDS CHECK	1,239.00
	US BANK - PCARD	100-0301-516.51-02		AMZN MKTP US*200P73TA3	4.99
	US BANK - PCARD	100-0301-516.56-01		MATC GARAGE	25.92
	US BANK - PCARD	100-0301-516.57-01		STATE BAR OF WISCONSIN	1,052.00
	US BANK - PCARD	100-0302-516.51-02		AMZN MKTP US*595L63D83	32.99
	US BANK - PCARD	100-0304-516.57-02		LEAGUE OF WISCONSIN MUNIC	325.00
	US BANK - PCARD	100-0501-517.52-02		COSTAR GROUP INC	455.62
	US BANK - PCARD	100-0501-517.52-02		METROMLS	69.00
	US BANK - PCARD	100-1001-513.30-04		ZOOM.US 888-799-9666	219.90
	US BANK - PCARD	100-1101-517.51-02		LEVATA: ID PRODUCTS	832.39
	US BANK - PCARD	100-1101-517.51-11		AMZN MKTP US*OL7SI7FU3	24.68
	US BANK - PCARD	100-1101-517.51-11		AMZN MKTP US*WN5438MJ3	880.60
	US BANK - PCARD	100-1101-517.51-11		AMZN MKTP US*2T02X2IO3	59.95
	US BANK - PCARD	100-1301-517.30-04		CONCENTRA INC	2,132.00
	US BANK - PCARD	100-1301-517.51-02		AMAZON MAR* 112-818547	78.56
	US BANK - PCARD	100-1301-517.51-02		AMZN MKTP US*2P05E4IC3	86.38
	US BANK - PCARD	100-1301-517.52-03		CLAUDE.AI SUBSCRIPTION	20.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK* RBF5TZT492	75.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK* 9AKQD2Q492	75.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK* WXL7UZ7592	75.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK* 3JXDMZ7592	13.34
	US BANK - PCARD	100-1301-517.54-02		LINKEDIN PRE 9531469626	39.99
	US BANK - PCARD	100-1301-517.57-02		SOCIETYFORHUMANRESOURCE	99.00
	US BANK - PCARD	100-1301-517.57-02		INTERNATIONAL PUBLIC MAN	100.00
	US BANK - PCARD	100-1401-515.30-02		EFILE360	8.80
	US BANK - PCARD	100-1401-515.51-02		AMZN MKTP US*1V14J2KG3	29.44
	US BANK - PCARD	100-1501-517.54-02		BRIDGETOWER MEDIA ADS	320.14
	US BANK - PCARD	100-1501-517.57-01		FS *SPARKOL	42.00
	US BANK - PCARD	100-1501-517.57-01		ICMA ONLINE	1,186.00
	US BANK - PCARD	100-1501-517.57-01		CLAUDE.AI SUBSCRIPTION	20.00
	US BANK - PCARD	100-1502-514.51-09		INCLUSION SOLUTIONS	6,160.38
	US BANK - PCARD	100-1502-514.51-09		AMZN MKTP US	(44.46)
	US BANK - PCARD	100-1502-514.51-09	WECENV	WESTERN STATES ENVELOPES	1,844.72

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Check#	Vendor	GL Account	Proj No	Description	Amount
36629	US BANK - PCARD	100-2001-523.51-02		AMZN MKTP US*FN7DI0GQ3	59.90
	US BANK - PCARD	100-2101-521.30-04		IL TOLLWAY -PAY BY PLATE	70.50
	US BANK - PCARD	100-2101-521.30-04		STERICYCLE INC/SHRED-IT	66.56
	US BANK - PCARD	100-2101-521.30-04		AMZN MKTP US*E67S94HQ3	23.99
	US BANK - PCARD	100-2101-521.30-04		INTOXIMETERS INC	140.00
	US BANK - PCARD	100-2101-521.44-01		DRI*ID.MYCOMMERCE.COM	312.41
	US BANK - PCARD	100-2101-521.44-01		AMAZON.COM*H68EO8FX3	31.96
	US BANK - PCARD	100-2101-521.44-01		AMZN MKTP US*K15ML2223	36.01
	US BANK - PCARD	100-2101-521.44-01		IMPRINT.COM	56.10
	US BANK - PCARD	100-2101-521.44-04		RADIOPARTS.COM	1,622.99
	US BANK - PCARD	100-2101-521.44-04		AMZN MKTP US*Q112V7DM3	732.10
	US BANK - PCARD	100-2101-521.44-08		AMZN MKTP US*C92PW3QF3	753.10
	US BANK - PCARD	100-2101-521.44-08		AMZN MKTP US*5B6KG0863	599.99
	US BANK - PCARD	100-2101-521.51-01		PITNEY BOWES PI	182.58
	US BANK - PCARD	100-2101-521.51-02		ODP BUS SOL LLC# 106869	75.64
	US BANK - PCARD	100-2101-521.51-02		AMZN MKTP US*MK8SH7463	23.94
	US BANK - PCARD	100-2101-521.51-09		AMZN MKTP US*515EM0GZ3	12.50
	US BANK - PCARD	100-2101-521.51-09		UNITED STATES PLASTIC COR	315.64
	US BANK - PCARD	100-2101-521.51-09		AMZN MKTP US	(25.00)
	US BANK - PCARD	100-2101-521.51-09		AMZN MKTP US*XEOYS5I13	295.44
	US BANK - PCARD	100-2101-521.51-09		FESTIVAL FOODS WEST	36.64
	US BANK - PCARD	100-2101-521.51-09		PICK N SAVE #847	88.86
	US BANK - PCARD	100-2101-521.51-09		WM SUPERCENTER #4677	45.12
	US BANK - PCARD	100-2101-521.51-09		REDIQUICK DRY CLEANERS	13.91
	US BANK - PCARD	100-2101-521.51-09		SPEEDWAY 04078 WEST ALLIS	5.81
	US BANK - PCARD	100-2101-521.51-09		DUNN'S SPORTING GOODS	144.00
	US BANK - PCARD	100-2101-521.57-02		PAYPAL *WIPEG	795.00
	US BANK - PCARD	100-2101-521.70-01		NBF*NATL BIZ FURNITURE	3,142.40
	US BANK - PCARD	100-2107-521.51-05		STOP STICK LTD	3,478.00
	US BANK - PCARD	100-2107-521.53-41		WWW.BROWNELLSINC.COM	60.74
	US BANK - PCARD	100-2107-521.53-41		AMZN MKTP US*6094U6PW3	30.24
	US BANK - PCARD	100-2107-521.53-41		AMAZON.COM*YJ6L98R63	45.59
	US BANK - PCARD	100-2107-521.53-41		BOUND TREE MEDICAL LLC	36.99
	US BANK - PCARD	100-2107-521.53-41		ULINE *SHIP SUPPLIES	135.19
	US BANK - PCARD	100-2107-521.56-02		DELTA AIR 0067104691874	440.21
	US BANK - PCARD	100-2107-521.57-02		V FOX VALLEY TECHNICAL CO	295.00
	US BANK - PCARD	100-2107-521.57-02		WAVE - *ONTARGET SOLUTION	325.00
	US BANK - PCARD	100-2107-521.57-02		SAFARILAND TRAINING GR	590.00
	US BANK - PCARD	100-2107-521.57-02		TN FOX VALLEY TECH PAYPAT	8.70
	US BANK - PCARD	100-2107-521.60-01		SYMBOLARTS, LLC	1,891.50
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US*GI8SC5153	65.50
	US BANK - PCARD	100-2107-521.60-01		WWW.BROWNELLSINC.COM	85.56
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US	(131.00)
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US*RD9E68SC3	169.99
	US BANK - PCARD	100-2107-521.60-01		STANDSANDMOUNTS.COM TV S	14.99
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US*D17I82T13	139.99
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US*4B12C9T03	299.97
	US BANK - PCARD	100-2107-521.60-01		AMZN MKTP US*YV62T0FO3	78.98
	US BANK - PCARD	100-2107-521.60-01		ULINE *SHIP SUPPLIES	127.00
	US BANK - PCARD	100-2110-521.51-06		AMAZON.COM*IR47Q8703	44.91
	US BANK - PCARD	100-2110-521.51-06		AMZN MKTP US*RZ0JI86P3	106.00
	US BANK - PCARD	100-2110-521.51-06		ULINE *SHIP SUPPLIES	272.01
	US BANK - PCARD	100-2110-521.51-06		AMZN MKTP US*DN86Y6EN3	43.00
	US BANK - PCARD	100-2110-521.51-06		NASSCO INC.	1,176.62
	US BANK - PCARD	100-2110-521.51-06		AMZN MKTP US*JB3428Z93	43.93
	US BANK - PCARD	100-2110-521.53-01		KWIK TRIP #436	6.46
	US BANK - PCARD	100-2114-521.51-03		AMZN MKTP US*3K45I36E3	24.97
	US BANK - PCARD	100-2114-521.51-03		ULINE *SHIP SUPPLIES	237.01
	US BANK - PCARD	100-2201-522.44-03		MAGNUM ELECTRONICS INC	393.51
	US BANK - PCARD	100-2201-522.44-03		AUTOZONE #1786	48.98
	US BANK - PCARD	100-2201-522.44-03		NAPA STORE 3438002	1,440.36
	US BANK - PCARD	100-2201-522.44-03		AMZN MKTP US*A96GY9BS3	37.98
	US BANK - PCARD	100-2201-522.44-03		AUSTIN HARDWARE & SUPP	84.57
	US BANK - PCARD	100-2201-522.44-04		MAGNUM ELECTRONICS INC	551.76
	US BANK - PCARD	100-2201-522.51-02		ODP BUS SOL LLC# 106869	51.86

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Check#	Vendor	GL Account	Proj No	Description	Amount
36629	US BANK - PCARD	100-2201-522.51-02		AMZN MKTP US*NT4AM5I03	11.88
	US BANK - PCARD	100-2201-522.51-03		AMZN MKTP US*FS1YT5NA3	96.50
	US BANK - PCARD	100-2201-522.51-03		AMZN MKTP US*QD4VY0E63	33.82
	US BANK - PCARD	100-2201-522.51-03		AMZN MKTP US*0W0ED1003	33.46
	US BANK - PCARD	100-2201-522.51-04		AMZN MKTP US*Z198N4FP3	29.99
	US BANK - PCARD	100-2201-522.51-04		AMZN MKTP US	(250.96)
	US BANK - PCARD	100-2201-522.51-04		AMAZON.COM*ZL6OI4073	99.99
	US BANK - PCARD	100-2201-522.51-04		AMZN MKTP US*WO8Y07SP3	79.90
	US BANK - PCARD	100-2201-522.51-04		AMAZON.COM*AX4PX7UO3	69.98
	US BANK - PCARD	100-2201-522.51-04		AMZN MKTP US*KZ4Y95QX3	250.96
	US BANK - PCARD	100-2201-522.51-06		AMZN MKTP US*BP3RK9GY3	99.99
	US BANK - PCARD	100-2201-522.51-06		NASSCO INC.	720.74
	US BANK - PCARD	100-2201-522.51-06		AMAZON.COM*TW6837HU3	26.96
	US BANK - PCARD	100-2201-522.51-06		AMZN MKTP US*6V4FT9FA3	13.36
	US BANK - PCARD	100-2201-522.51-07		NASSCO INC.	98.40
	US BANK - PCARD	100-2201-522.51-09		AMZN MKTP US*NT4AM5I03	28.50
	US BANK - PCARD	100-2201-522.51-11		AMAZON.COM*Z20OC3CZ3	22.99
	US BANK - PCARD	100-2201-522.52-01		MILWAUKEE JOURNAL	19.99
	US BANK - PCARD	100-2201-522.52-01		AUDIBLE*4I1W73PM3	15.83
	US BANK - PCARD	100-2201-522.52-02		NFPA NATL FIRE PROTECT	149.00
	US BANK - PCARD	100-2201-522.52-02		AMZN MKTP US*LX8AF56P3	75.00
	US BANK - PCARD	100-2201-522.53-27		EBAY O*07-11517-14871	1,036.51
	US BANK - PCARD	100-2201-522.53-27		FIRE SAFETY USA INC	667.38
	US BANK - PCARD	100-2201-522.53-27		EAGLE ENGRAVING INC	67.40
	US BANK - PCARD	100-2201-522.56-02		DELTA AIR BAGGAGE FEE	35.00
	US BANK - PCARD	100-2201-522.56-02		EVEN PITTSBURGH	282.67
	US BANK - PCARD	100-2201-522.56-02		DELTA AIR 0062233865312	471.20
	US BANK - PCARD	100-2201-522.56-02		DELTA 0064215730864	35.00
	US BANK - PCARD	100-2201-522.57-01		WISC CHAPTER 25 - INTERNA	50.00
	US BANK - PCARD	100-2201-522.57-02		WI SECURITY ASSOC	150.00
	US BANK - PCARD	100-2201-522.60-01		AMAZON RET* 111-596451	69.98
	US BANK - PCARD	100-2201-522.60-02		WISCONSIN VISION, INC.	70.00
	US BANK - PCARD	100-2301-523.54-02		BRIDGETOWER MEDIA ADS	333.92
	US BANK - PCARD	100-2401-524.52-02		GANNETT MEDIA CO	1.00
	US BANK - PCARD	100-2401-524.56-02		HI STEVENS POINT CONVEN	190.00
	US BANK - PCARD	100-2401-524.58-01		WI DSPS LICENSURE	55.00
	US BANK - PCARD	100-2401-524.58-01		DSPS E SERVICE FEE REN	1.24
	US BANK - PCARD	100-2501-515.51-02		ODP BUS SOL LLC# 106869	121.89
	US BANK - PCARD	100-2501-515.51-02		AMAZON.COM*PE8K11293	22.96
	US BANK - PCARD	100-2501-515.51-02		AMAZON.COM*100Q33DJ3	44.99
	US BANK - PCARD	100-3401-544.51-02		AMZN MKTP US*4W0543XM3	20.90
	US BANK - PCARD	100-3401-544.51-02		AMZN MKTP US*460Z78I33	25.12
	US BANK - PCARD	100-3401-544.51-06		THE UPS STORE 6257	22.32
	US BANK - PCARD	100-3401-544.51-06		AMZN MKTP US*876EZ3WJ3	73.87
	US BANK - PCARD	100-3401-544.51-06		AMZN MKTP US*G32JP7OQ3	72.81
	US BANK - PCARD	100-3501-555.51-02		ODP BUS SOL LLC# 106869	41.29
	US BANK - PCARD	100-3501-555.51-09		SP AUNT FLOW	45.00
	US BANK - PCARD	100-3502-555.52-21		BAKER & TAYLOR - BOOKS	744.06
	US BANK - PCARD	100-3502-555.52-21		FEDEX76956528	(10.25)
	US BANK - PCARD	100-3502-555.52-23		BAKER & TAYLOR - BOOKS	61.76
	US BANK - PCARD	100-3502-555.52-23		FEDEX76956528	(48.11)
	US BANK - PCARD	100-3502-555.52-28		FEDEX76956528	(968.05)
	US BANK - PCARD	100-3502-555.52-28		BAKER & TAYLOR - BOOKS	6,027.28
	US BANK - PCARD	100-3502-555.52-30		FEDEX76956528	(77.84)
	US BANK - PCARD	100-3502-555.52-30		BAKER & TAYLOR - BOOKS	204.35
	US BANK - PCARD	100-3502-555.52-31		NATIONAL AUDUBON SOCIETY	30.00
	US BANK - PCARD	100-3502-555.52-31		EBSCO	7,712.63
	US BANK - PCARD	100-3502-555.52-36		CAMPAIGNMONITOR	50.15
	US BANK - PCARD	100-3502-555.52-36		NEWSBANK INC/TCR HS	8,767.00
	US BANK - PCARD	100-3502-555.52-38		BAKER & TAYLOR - BOOKS	868.78
	US BANK - PCARD	100-3502-555.52-48		FEDEX76956528	(50.15)
	US BANK - PCARD	100-3502-555.52-48		BAKER & TAYLOR - BOOKS	765.48
	US BANK - PCARD	100-3502-555.52-51		EBSCO	838.17
	US BANK - PCARD	100-3504-555.51-02		U OF M MINITEX II OL	409.00
	US BANK - PCARD	100-3504-555.51-02		DEMCO INC	1,299.39

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Check#	Vendor	GL Account	Proj No	Description	Amount
36629	US BANK - PCARD	100-3504-555.51-02		BRODART SUPPLIES	28.95
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*A14IO5QQ3	32.34
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*EC1EH0063	52.94
	US BANK - PCARD	100-3506-555.51-09		THE HOME DEPOT #4902	13.98
	US BANK - PCARD	100-3506-555.51-09		PICK N SAVE #847	8.98
	US BANK - PCARD	100-3506-555.51-09		HOMEDEPOT.COM	185.38
	US BANK - PCARD	100-3506-555.51-09		TST* CAPRI DI NUOVO	99.37
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*MK1271NC3	16.36
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*CX38X8JS3	109.21
	US BANK - PCARD	100-3506-555.51-09		BESTBUYCOM806935477176	45.37
	US BANK - PCARD	100-3506-555.51-09		SHIRTCHAMP.COM	48.14
	US BANK - PCARD	100-3506-555.51-09		DOLLAR TREE	26.25
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*WC58F4JA3	6.99
	US BANK - PCARD	100-3506-555.51-09		MICHAELS.COM	54.25
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*5R4YM3WU3	5.48
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*3A38P7KX3	40.96
	US BANK - PCARD	100-3506-555.51-09		DBC*BLICK ART MATERIAL	154.54
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*E77QO0XA3	49.99
	US BANK - PCARD	100-3507-555.51-06		TARGET.COM *	110.27
	US BANK - PCARD	100-3507-555.51-06		NASSCO INC.	787.06
	US BANK - PCARD	100-3507-555.51-06		OFFICESUPPLY.COM	256.93
	US BANK - PCARD	100-3507-555.51-06		TENNANT COMPANY	66.08
	US BANK - PCARD	100-4001-533.53-02		AMZN MKTP US*GO3PZ4KZ3	499.68
	US BANK - PCARD	100-4001-533.53-02		DOLLAR TREE	2.50
	US BANK - PCARD	100-4001-533.53-02		4IMPRINT, INC	501.97
	US BANK - PCARD	100-4001-533.53-02		SAMSClub #8164	9.98
	US BANK - PCARD	100-4101-533.44-08		THE HOME DEPOT #4902	111.16
	US BANK - PCARD	100-4101-533.44-08		ABC SUPPLY 0017	160.99
	US BANK - PCARD	100-4101-533.44-08		WHITLOWS SECURITY SPECIAL	68.98
	US BANK - PCARD	100-4101-533.44-08		JOE WILDE COMPANY, LLC	1,200.00
	US BANK - PCARD	100-4101-533.44-08		FERGUSON ENT #1020	95.96
	US BANK - PCARD	100-4101-533.44-08		DC PACE/NORMS DOOR SVC	105.00
	US BANK - PCARD	100-4101-533.44-08		MENARDS WEST MILWAUKEE WI	761.46
	US BANK - PCARD	100-4101-533.44-08		MENARDS WEST ALLIS WI	328.97
	US BANK - PCARD	100-4101-533.44-08		ELLIOTT ACE HDWE	11.09
	US BANK - PCARD	100-4101-533.44-08		SHERWIN WILLIAMS 703713	172.16
	US BANK - PCARD	100-4101-533.44-08		HAJOCA ABLE DIST 353	216.49
	US BANK - PCARD	100-4101-533.44-08		AMZN MKTP US*L44DL1NG3	183.46
	US BANK - PCARD	100-4101-533.53-02		AMZN MKTP US*MO4K35XT3	7.98
	US BANK - PCARD	100-4101-533.53-02		AMZN MKTP US*U987J6QJ3	9.48
	US BANK - PCARD	100-4101-533.53-02		AMAZON MAR* 112-340389	70.77
	US BANK - PCARD	100-4101-533.53-02		AMZN MKTP US*QZ2MF2DK3	23.59
	US BANK - PCARD	100-4101-533.53-02		ARCHITECTURAL BUILDERS SU	63.86
	US BANK - PCARD	100-4101-533.53-02		AMZN MKTP US*2M9FZ7693	151.50
	US BANK - PCARD	100-4101-533.53-02		AMZN MKTP US*WG0KE3ME3	32.60
	US BANK - PCARD	100-4201-535.53-02		AMZN MKTP US*X27VO3JN3	11.19
	US BANK - PCARD	100-4201-535.53-02		SAMS CLUB#6324	22.98
	US BANK - PCARD	100-4218-531.53-02		THE HOME DEPOT #4902	40.54
	US BANK - PCARD	100-4218-531.53-02		WWW.APWA.NET	27.00
	US BANK - PCARD	100-4301-533.53-02		WWW.PLUMBERSSTOCK.COM	1,055.70
	US BANK - PCARD	100-4301-533.53-02		MENARDS WEST MILWAUKEE WI	28.79
	US BANK - PCARD	100-4301-533.53-02		MINOR GARDEN CENTER INC	1,092.00
	US BANK - PCARD	100-4301-533.53-02		FORESTRY SUPPLIERS INC	1,031.17
	US BANK - PCARD	100-4301-533.53-02		LIESENER SOILS	1,980.00
	US BANK - PCARD	100-4401-533.53-02		COMPASS MINERALS AMER	113,430.91
	US BANK - PCARD	100-4401-533.53-02		AMAZON.COM	(40.68)
	US BANK - PCARD	100-4401-533.53-02		AMAZON.COM*4866J3NX3	40.68
	US BANK - PCARD	100-4401-533.53-02		AMAZON.COM*RR8LW15N2	40.68
	US BANK - PCARD	100-4501-533.52-01		MITCHELL1/SNAP-ON US	1,908.00
	US BANK - PCARD	100-4501-533.53-02		AMZN MKTP US*UI6HT9F43	319.99
	US BANK - PCARD	100-4501-533.53-02		AMZN MKTP US*UB4SL7S43	53.00
	US BANK - PCARD	100-4501-533.53-02		AMZN MKTP US*U89KJ2SH3	23.60
	US BANK - PCARD	100-4501-533.53-02		COAST INDUS	271.71
	US BANK - PCARD	100-4501-533.53-02		ELLIOTT ACE HDWE	20.69
	US BANK - PCARD	100-4501-533.53-02		AMAZON.COM*F315T1J73	35.81

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Check#	Vendor	GL Account	Proj No	Description	Amount
36629	US BANK - PCARD	100-4501-533.53-02		AMZN MKTP US*0F9A44Y63	46.80
	US BANK - PCARD	100-4601-533.51-02		AMAZON.COM*O21WZ6OI3	21.99
	US BANK - PCARD	100-4601-533.51-02		AMAZON RET* 114-701218	33.71
	US BANK - PCARD	100-4601-533.51-02		AMZN MKTP US*N48VI7243	25.86
	US BANK - PCARD	100-4601-533.57-02		NATIONAL SOCIETY OF PROF	40.00
	US BANK - PCARD	100-8201-517.30-04		BUNNY STUDIO BUNNY STU	206.00
	US BANK - PCARD	100-8201-517.32-01		SPROUT SOCIAL, INC	472.00
	US BANK - PCARD	100-8201-517.51-02		AMZN MKTP US*6W5JQ51O3	18.98
	US BANK - PCARD	100-8201-517.51-02		AMZN MKTP US*UC4486PJ3	12.20
	US BANK - PCARD	100-8201-517.51-02		AMAZON.COM*UC4667DN3	41.77
	US BANK - PCARD	100-8201-517.51-09		UPS*1Z65E6TJ4200027013	172.98
	US BANK - PCARD	100-8201-517.51-09		AMZN MKTP US*PV4AL75P3	69.73
	US BANK - PCARD	100-8201-517.51-09		PICK N SAVE #407	86.92
	US BANK - PCARD	100-8201-517.51-09		UPS*295403B4S5Q	13.90
	US BANK - PCARD	100-8201-517.51-09		AMZN MKTP US*SY9TM9BM3	63.01
	US BANK - PCARD	100-8201-517.51-09		PAYPAL *FATHERGENES	300.00
	US BANK - PCARD	100-8202-517.30-12		SESAC	(27.37)
	US BANK - PCARD	100-8202-517.32-01		MAILCHIMP	132.00
	US BANK - PCARD	100-8202-517.32-01		ADOBE *ADOBE	331.94
	US BANK - PCARD	100-8202-517.32-04		PITNEY BOWES PI	774.93
	US BANK - PCARD	100-8202-517.32-04		PB LEASING	704.79
	US BANK - PCARD	100-8202-517.44-02		COMPUTERWISE	941.00
	US BANK - PCARD	100-8202-517.51-02		USPS PO 5687650214	27.00
	US BANK - PCARD	100-8202-517.51-02		AMZN MKTP US*N325E9253	23.99
	US BANK - PCARD	100-8202-517.51-02		WESTERN STATES ENVELOPE	3,007.11
	US BANK - PCARD	100-8202-517.51-02		FLAG CENTER	85.00
	US BANK - PCARD	100-8202-517.51-02		ODP BUS SOL LLC# 106869	265.44
	US BANK - PCARD	100-8202-517.51-02		PLOTTERPAPE	106.00
	US BANK - PCARD	100-8202-517.51-02		PITNEY BOWES PI	1,090.35
	US BANK - PCARD	100-8202-517.51-02		MIDLAND PAPER COMPANY	726.37
	US BANK - PCARD	202-0801-521.64-05		WAL-MART #5438	7.74
	US BANK - PCARD	203-0701-555.64-05		BAKER & TAYLOR - BOOKS	16.20
	US BANK - PCARD	204-0701-555.64-05		FRIENDS OF THE DOMES,	500.00
	US BANK - PCARD	204-0701-555.64-05		MILW ART MUSEUM	600.00
	US BANK - PCARD	204-0701-555.64-05		ZOOLOGICAL SOCIETY OF MIL	1,000.00
	US BANK - PCARD	204-0701-555.64-05		SQ *BETTY BRINN CHILDREN'	1,000.00
	US BANK - PCARD	204-0701-555.64-05		H-D MUSEUM	500.00
	US BANK - PCARD	206-0601-544.64-05		SPECTRUM	12.26
	US BANK - PCARD	207-0612-544.51-09		PICK N SAVE #847	98.92
	US BANK - PCARD	207-0612-544.51-09		AMZN MKTP US*RX8101881	64.29
	US BANK - PCARD	208-0701-555.64-05		BAKER & TAYLOR - BOOKS	1,657.62
	US BANK - PCARD	208-0701-555.64-05		FEDEX76956528	(18.90)
	US BANK - PCARD	212-0801-521.64-05		AMZN MKTP US*EO5ES4123	50.97
	US BANK - PCARD	212-0801-521.64-05		DOLLARTREE	10.59
	US BANK - PCARD	212-0801-521.64-05		PARTY CITY 5141	46.38
	US BANK - PCARD	212-0801-521.64-05		HOBBY-LOBBY #858	43.33
	US BANK - PCARD	212-0801-521.64-05		DUNHAMS 013	49.48
	US BANK - PCARD	212-0801-521.64-05		ELLIOTT ACE HDWE	2.50
	US BANK - PCARD	212-0801-521.64-05		FIVE BELOW 748	34.58
	US BANK - PCARD	214-0801-521.64-05		PAYPAL *WISCONSINNA	1,365.00
	US BANK - PCARD	215-0801-521.64-05		PAYPAL *DEMANETINTE	1,568.49
	US BANK - PCARD	215-0801-521.64-05		PELICAN'S MEAT PROCESSING	399.36
	US BANK - PCARD	215-0801-521.64-05		HOLIDAY INN & SUITES	1,572.96
	US BANK - PCARD	215-0801-521.64-05		PAYPAL *LIONCOUNTRY	134.95
	US BANK - PCARD	215-0801-521.64-05		PAYPAL *WLECHA	600.00
	US BANK - PCARD	217-0901-522.64-05	FR0005	AMAZON.COM*7P6QU2VU3	35.58
	US BANK - PCARD	220-7521-563.57-02	C24101	WPY*NATIONAL COMMUNITY DE	100.00
	US BANK - PCARD	220-7522-563.51-09	C24218	ZOOM.US 888-799-9666	15.99
	US BANK - PCARD	220-7522-563.53-16	C24401	MINOR GARDEN CENTER INC	1,179.70
	US BANK - PCARD	220-7529-563.51-02	C24102	4IMPRINT, INC	792.87
	US BANK - PCARD	222-7601-563.30-04		DOJ EPAY RECORDS CHECK	56.00
	US BANK - PCARD	240-7901-542.31-02	H24001	SP RAINWORKS	119.00
	US BANK - PCARD	240-7904-542.51-02	H24004	AMZN MKTP US*LN6US6D53	25.89
	US BANK - PCARD	240-7904-542.51-02	H24004	NWICA.ORG	358.84
	US BANK - PCARD	240-7904-542.51-02	H24004	AMAZON.COM*KY3AF47E3	29.82

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36629	US BANK - PCARD	240-7905-542.51-09	H24006	AMZN MKTP US*083402TW3	7.99
	US BANK - PCARD	240-7905-542.51-09	H24006	AMZN MKTP US*L49P97GX3	27.93
	US BANK - PCARD	240-7913-542.51-02	H24014	FACEBK* WGELG2UG32	49.99
	US BANK - PCARD	240-7913-542.51-09	H24014	AMZN MKTP US*B32F44803	641.28
	US BANK - PCARD	240-7913-542.51-09	H24014	AMZN MKTP US*1C62L0WV3	90.95
	US BANK - PCARD	240-7913-542.51-09	H24014	AMZN MKTP US*9C7WO58Z3	44.99
	US BANK - PCARD	240-7913-542.51-09	H24014	AMZN MKTP US*TR3MW8213	82.00
	US BANK - PCARD	240-7913-542.51-09	H24014	THEGAMECRAFTER.COM	182.35
	US BANK - PCARD	240-7938-542.51-09	EF2106	AMAZON MAR* 112-370354	297.76
	US BANK - PCARD	240-7939-542.56-02	EF2107	GLACIER CANYON LLC	(80.94)
	US BANK - PCARD	240-7947-542.57-02	H23050	WI PUBLIC HEALTH ASSOC	300.00
	US BANK - PCARD	242-9601-542.56-02	SW2467	GLACIER CANYON LLC	98.00
	US BANK - PCARD	242-9601-542.56-02	SW2467	HOLIDAY INN ROTHSCHILD	218.00
	US BANK - PCARD	255-8101-521.30-04	I23534	STAMPS.COM	19.99
	US BANK - PCARD	255-8101-521.30-04	I23548	BCA TRAINING EDUCATION	450.00
	US BANK - PCARD	255-8101-521.30-04	I23549	AMAZON WEB SERVICES	29.86
	US BANK - PCARD	255-8101-521.30-04	I23549	GENUITY	359.88
	US BANK - PCARD	255-8101-521.30-04	I23549	DRI*CISCO WEBEX	1,617.00
	US BANK - PCARD	255-8101-521.51-09	I23534	ODP BUS SOL LLC # 101080	18.74
	US BANK - PCARD	255-8101-521.51-09	I23534	ODP BUS SOL LLC# 106869	54.07
	US BANK - PCARD	255-8101-521.51-09	I23556	ODP BUS SOL LLC# 106869	76.16
	US BANK - PCARD	257-5703-517.51-09	SPPARK	MINOR GARDEN CENTER INC	220.00
	US BANK - PCARD	258-3102-565.51-04		TST* CAMINO - WEST ALLIS	66.86
	US BANK - PCARD	258-3102-565.51-04		MAD ROOSTER CAFE	84.86
	US BANK - PCARD	258-3102-565.51-04		PERSPECTIVE BREWING CO	67.98
	US BANK - PCARD	258-3102-565.52-01		MILWAUKEE JOURNAL	19.99
	US BANK - PCARD	258-3102-565.57-01		COUN OF DEVELOP FINANCE	550.00
	US BANK - PCARD	266-8350-522.30-04		SPROUT SOCIAL, INC	149.00
	US BANK - PCARD	268-8614-517.30-04		BRIDGETOWER MEDIA ADS	85.46
	US BANK - PCARD	268-8614-542.51-09		WESTERN STATES ENVELOPES	3,002.91
	US BANK - PCARD	279-0701-555.51-09		SP AUNT FLOW	235.00
	US BANK - PCARD	350-6008-531.31-02	P2420S	BRIDGETOWER MEDIA ADS	42.77
	US BANK - PCARD	350-6008-531.31-02	P2421S	BRIDGETOWER MEDIA ADS	113.37
	US BANK - PCARD	350-6008-531.31-02	P2422S	BRIDGETOWER MEDIA ADS	113.37
	US BANK - PCARD	352-2201-522.70-02		AMZN MKTP US*4Y88L13Y3	195.93
	US BANK - PCARD	352-3501-555.70-03	L23001	BESTBUYCOM806934658859	179.99
	US BANK - PCARD	352-3501-555.70-03	L23001	BESTBUYCOM806932958895	399.99
	US BANK - PCARD	354-6051-517.31-02	M2420M	LIESENER SOILS	420.00
	US BANK - PCARD	501-2602-537.53-02		THE HOME DEPOT #4902	207.92
	US BANK - PCARD	501-2602-537.53-02		ELLIOTT ACE HDWE	70.83
	US BANK - PCARD	501-2706-537.53-02		THE HOME DEPOT #4902	143.58
	US BANK - PCARD	501-2708-537.44-63		ELLIOTT ACE HDWE	35.96
	US BANK - PCARD	501-2710-537.53-02		FERGUSON ENT #1020	65.74
	US BANK - PCARD	501-2901-537.51-02		NOR*NORTHERN TOOL	52.97
	US BANK - PCARD	501-2901-537.51-02		AMZN MKTP US*YS6Q04YY3	29.69
	US BANK - PCARD	501-2901-537.51-02		AMAZON.COM*1Q3705Z53	145.96
	US BANK - PCARD	501-2901-537.51-02		AMAZON.COM*534WW2U33	29.45
	US BANK - PCARD	501-2901-537.51-09		NOR*NORTHERN TOOL	229.01
	US BANK - PCARD	501-2901-537.51-09		ELLIOTT ACE HDWE	37.73
	US BANK - PCARD	501-2901-537.53-02		THE HOME DEPOT #4902	57.48
	US BANK - PCARD	501-2901-537.57-02		WIAWWA	130.00
	US BANK - PCARD	540-1801-538.41-09		WASTE MGMT WM EZPAY	3,263.36
	US BANK - PCARD	540-1801-538.51-09		NTE 5443	592.96
	US BANK - PCARD	540-1801-538.53-02		AMZN MKTP US*XR1LD8883	35.28
	US BANK - PCARD	540-1801-538.53-02		THE HOME DEPOT #4902	101.80
	US BANK - PCARD	540-1801-538.53-02		U-HAUL MOVING & STORAGE O	62.81
	US BANK - PCARD	550-4233-535.41-09		WASTE MGMT WM EZPAY	96,366.08
	US BANK - PCARD	997-9701-541.32-04		ZOOM.US 888-799-9666	33.86
	US BANK - PCARD	997-9701-541.51-01		THE UPS STORE 6257	43.88
	US BANK - PCARD	997-9701-541.51-02		AMAZON.COM*1N9281J53	17.29
	US BANK - PCARD	997-9701-541.51-06		ODP BUS SOL LLC# 106869	127.67
	US BANK - PCARD	997-9701-541.51-06		AMZN MKTP US*4X4UK6833	242.54
	US BANK - PCARD	997-9701-541.51-06		AMZN MKTP US*RM9AR68S3	144.82
	US BANK - PCARD	997-9702-541.51-09		MENARDS WEST ALLIS WI	159.78
	US BANK - PCARD	997-9702-541.53-41		4IMPRINT, INC	1,447.48

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Check#	Vendor	GL Account	Proj No	Description	Amount
36629	US BANK - PCARD	997-9703-541.30-04		AVAILITY	35.00
	US BANK - PCARD	997-9703-541.53-41		HENRY SCHEIN*	154.10
	US BANK - PCARD	997-9703-541.53-41		SP GLOBAL PROTECTION	326.17
	US BANK - PCARD	997-9703-541.53-41		AMAZON.COM*FC0LP2Y73	75.56
	US BANK - PCARD	997-9704-541.59-02		USPS PO 5687650214	6.60
36629 - Summary					339,585.73
06/10/2024 - Summary					402,727.95

Payment Date: 06/13/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
194204	CITY OF WEST ALLIS	100-0000-229.01-00		Overpaid Tax various	2.70
194204 - Summary					2.70
194205	DANIEL INGOLDSTAD	100-0000-229.01-00		Overpaid Tax 4390039000	3,591.89
194205 - Summary					3,591.89
194206	DARRIN CONROY	100-0000-229.01-00		Overpaid Tax 4790139000	1.89
194206 - Summary					1.89
194207	ERIC SCHUBEL	100-0000-229.01-00		Overpaid Tax 5200032001	3,662.60
194207 - Summary					3,662.60
194208	MILDRED PERLBERG	100-0000-229.01-00		Overpaid Tax 4770592000	686.59
194208 - Summary					686.59
194209	PATRICK BONNET	100-0000-229.01-00		Overpaid Tax 4740255000	1,070.32
194209 - Summary					1,070.32
194210	RITA WHITE	100-0000-229.01-00		Overpaid Tax 4540387002	1.87
194210 - Summary					1.87
194211	6 SENSE, LLC	100-0000-229.01-00		Overpaid Tax 4750328000	1,082.47
194211 - Summary					1,082.47
06/13/2024 - Summary					10,100.33

Payment Date: 06/17/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36629	AUTUMN GLEN LLC	223-7602-563.43-03		HAPRENT-6-24	41.00
36629 - Summary					41.00
36630	BEACH BUDDIES VACATION, LLC	223-7602-563.43-03		HAPRENT-6-24	270.00
36630 - Summary					270.00
36631	BELoit ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-6-24	1,942.00
36631 - Summary					1,942.00
36632	COBALT SUPREME-CP, LLC	223-7602-563.43-03		HAPRENT-6-24	302.00
36632 - Summary					302.00
36633	DOMACH PROPERTIES	226-7605-563.43-08		HAPRENT-6-24	766.00
36633 - Summary					766.00
36634	HEARTLAND-WEST ALLIS COURTYARD LLC	223-7602-563.43-03		HAPRENT-6-24	953.00
36634 - Summary					953.00
36635	MAIER, NATE	223-7602-563.43-03		HAPRENT-6-24	1,167.00
36635 - Summary					1,167.00
36636	MORRISON, TOM	226-7605-563.43-08		HAPRENT-6-24	1,058.00
36636 - Summary					1,058.00
36637	REVIVING HOMES, LLC	223-7602-563.43-03		HAPRENT-6-24	247.00
36637 - Summary					247.00
36638	ROZMAN, GLORIA	226-7605-563.43-08		HAPRENT-6-24	590.00
36638 - Summary					590.00
36639	SMART ASSET REALTY	223-7602-563.43-03		HAPRENT-6-24	1,532.00
36639 - Summary					1,532.00
36640	WE ENERGIES	226-7605-563.43-04		URRENT-6-24	90.00
36640 - Summary					90.00
36641	WELFORD SANDERS LOFTS	226-7605-563.43-08		HAPRENT-6-24	3,939.00
36641 - Summary					3,939.00
194212	AARON COLSON PENAZEK	100-0000-229.01-00		Overpaid Tax 4450260000	0.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194212 - Summary					0.00
194213	BETTY PIONTEK	100-0000-229.01-00		Overpaid Tax 4740244000	0.00
194213 - Summary					0.00
194214	CITY OF WEST ALLIS	100-0000-229.01-00		Overpaid Tax various	0.00
194214 - Summary					0.00
194215	JASON AGUILERA PRADO	100-0000-229.01-00		Overpaid Tax 4790517000	0.00
194215 - Summary					0.00
06/17/2024 - Summary					12,897.00

Payment Date: 06/19/2024

Check#	Vendor	GL Account	Proj No	Description	Amount
36642	AB DATA	501-2901-537.51-01		WATER UTILITY STATEMENTS	399.58
	AB DATA	510-3803-536.51-01		WATER UTILITY STATEMENTS	326.72
	AB DATA	540-1807-538.51-01		WATER UTILITY STATEMENTS	326.72
	AB DATA	550-4233-535.51-01		WATER UTILITY STATEMENTS	326.72
36642	Summary				1,379.74
36643	ARING EQUIPMENT COMPANY INC	100-4401-533.53-02		BELT, YELLOW PAINT	147.32
36643	Summary				147.32
36644	BAILEY, KENT	255-8101-521.56-03	I23535	Travel	1,294.82
36644	Summary				1,294.82
36645	DEVINE, DAN	100-0201-513.56-02		Knoxville - Devine	1,031.15
36645	Summary				1,031.15
36646	DOBSON, STEVE	100-1301-517.60-02		DPW Safety Shoe Reimb.	142.80
36646	Summary				142.80
36647	DOYNE, SHAUN	255-8101-521.56-03	I23548	Dallas	1,746.40
36647	Summary				1,746.40
36648	ESCOBAR, MARIO	100-1301-517.60-02		DPW Safety Shoe Reimb.	118.82
36648	Summary				118.82
36649	FUEL SYSTEMS INC	100-4401-533.53-02		CABIN AIR FILER	311.40
	FUEL SYSTEMS INC	100-4401-533.53-02		Filters	108.26
	FUEL SYSTEMS INC	100-4401-533.53-02		FILTERS	1,177.40
	FUEL SYSTEMS INC	100-4401-533.53-02		AIR FILTER	190.45
	FUEL SYSTEMS INC	100-4401-533.53-02		CABIN AIR FILTER	28.45
36649	Summary				1,815.96
36650	GRAINGER	100-4401-533.53-02		BALL CUP	6.72
	GRAINGER	100-4401-533.53-02		PHOTO CONTROL	104.86
	GRAINGER	100-4401-533.53-02		WIRE BRUSH	12.02
	GRAINGER	100-4501-533.53-02		JACK HANDLE	20.08
36650	Summary				143.68
36651	HER, SUE	255-8101-521.56-03	I24538	Mileage	69.68
36651	Summary				69.68
36652	HOFFMAN, JAMES	255-8101-521.56-03	I24538	Coordination	160.00
	HOFFMAN, JAMES	255-8101-521.56-03	I24538	Mileage	331.65
36652	Summary				491.65
36653	HUMPHREY SERVICE PARTS INC	100-4401-533.53-02		FITTINGS	189.47
36653	Summary				189.47
36654	KADRIC, BRAD	100-1301-517.60-02		DPW Safety Shoe Reimb.	150.00
36654	Summary				150.00
36655	KEMKE, DAVID	100-1301-517.60-02		DPW Safety Shoe Reimb.	127.03
36655	Summary				127.03
36656	KENZ INNOVATION HCM, INC	602-9101-517.30-04		BenAdmin May fee	2,319.00
36656	Summary				2,319.00
36657	LADOUSA, MATTHEW	100-2201-522.53-01		GAS REIMBURSEMENT	38.12
	LADOUSA, MATTHEW	100-2201-522.56-02		MEAL REIMBURSEMENT	241.00
36657	Summary				279.12
36658	LEISCHOW, ROBERT	240-7913-542.11-01	H24014	WPHA Reimbursement	218.78
36658	Summary				218.78
36659	LOCAL 342	100-0000-202.08-00		PAYROLL SUMMARY	7,673.60

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Check#	Vendor	GL Account	Proj No	Description	Amount
36659 - Summary					7,673.60
36660	LOCAL 342 - CONDUIT FUND	100-0000-202.08-00		PAYROLL SUMMARY	430.00
36660 - Summary					430.00
36661	MANDELLA, FRANK	100-4118-531.58-01		cdl renewal	74.00
36661 - Summary					74.00
36662	MANIACI, NICOLO	242-9601-542.56-02	SW2467	ToP Facilitation Training	185.92
36662 - Summary					185.92
36663	MARSZALKOWSKI, REBECCA	242-9601-542.56-02	SW2467	ToP Training	218.71
36663 - Summary					218.71
36664	MENARDS - WEST ALLIS	100-2201-522.44-08		PRODUCT RETURN	(14.32)
	MENARDS - WEST ALLIS	100-2201-522.44-08		LITTLE BOOK HOLDER REPAIR	61.07
	MENARDS - WEST ALLIS	100-2201-522.53-27		TRAINING SUPPLIES	44.90
36664 - Summary					91.65
36665	O'HARA, SHANNON	242-9601-542.56-02	SW2467	Aging & Action Conf.	1,087.20
36665 - Summary					1,087.20
36666	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I24534	Mats	180.08
36666 - Summary					180.08
36667	PALEN, ASHLEY	997-9703-541.56-01		GF Travel	50.65
36667 - Summary					50.65
36668	SANFILIPPO, JAMES	255-8101-521.51-09	I23549	iPhone chargers	20.97
	SANFILIPPO, JAMES	255-8101-521.51-09	I24534	Supplies	262.40
	SANFILIPPO, JAMES	255-8101-521.51-09	I24534	Headphones	294.94
36668 - Summary					578.31
36669	SCHAAK, JASON	100-2201-522.56-02		MEAL REIMBURSEMENTS	149.00
	SCHAAK, JASON	100-2201-522.56-02		UBER REIMBURSEMENTS	78.48
	SCHAAK, JASON	100-2201-522.56-02		MEAL REIMBURSEMENT	304.00
36669 - Summary					531.48
36670	SCHWARTZ, DAN	100-4601-533.14-10		May Mileage	65.86
36670 - Summary					65.86
36671	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S5 Sand Hot Mix	202.50
	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S5 - Hot Sand Mix	211.95
	SHERWIN INDUSTRIES INC	100-4218-531.53-02		S5	708.75
	SHERWIN INDUSTRIES INC	540-1801-538.53-02		MASTIC ONE	10,368.00
	SHERWIN INDUSTRIES INC	540-1801-538.53-02		Mastic One	7,200.00
36671 - Summary					18,691.20
36672	SHOGREN, RYAN	255-8101-521.56-03	I23548	Minocqua	913.15
	SHOGREN, RYAN	255-8101-521.56-03	I24534	Mileage	310.21
	SHOGREN, RYAN	255-8101-521.56-03	I24534	MN	759.26
36672 - Summary					1,982.62
36673	SMITH, KEVIN	997-9704-541.56-01		W&M Mileage	95.81
	SMITH, KEVIN	997-9704-541.56-02		Tattoo Training	112.56
36673 - Summary					208.37
36674	STEALTH PARTNER GROUP, LLC	602-9101-517.21-60		June Stop Loss fee	101,067.42
36674 - Summary					101,067.42
36675	SUPERION, LLC	100-1401-515.32-01		Naviline Inv-2 July 2024	13,541.60
36675 - Summary					13,541.60
36676	THOMAS, MELISSA	242-9601-542.56-02	SW2467	ToP Facilitation Methods	457.61
36676 - Summary					457.61
36677	WE ENERGIES	100-2201-522.41-04		2040 S 67 PI Elec	2,183.06
	WE ENERGIES	100-2201-522.41-05		2040 S 67 PI Gas	205.58
	WE ENERGIES	100-3401-544.41-04		7001 W National Elec	715.61
	WE ENERGIES	100-3401-544.41-05		7001 W Natoinal Ave Gas	119.28
	WE ENERGIES	100-3507-555.41-04		7421 W National Elec	4,606.16
	WE ENERGIES	100-3507-555.41-04		7421 W Natl Elec	59.50
	WE ENERGIES	100-3507-555.41-05		7421 W National Ave	313.16
	WE ENERGIES	100-4101-533.41-04		7525 W Greenfield Elec	5,257.65
	WE ENERGIES	100-4101-533.41-04		1000 S 72 Elec	41.27
	WE ENERGIES	100-4101-533.41-04		8435 W National Ave Elec	15.05
	WE ENERGIES	100-4101-533.41-04		Burnham St Elec	28.26

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Check#	Vendor	GL Account	Proj No	Description	Amount
36677	WE ENERGIES	100-4101-533.41-04		1530 S 62 St Elec	609.73
	WE ENERGIES	100-4101-533.41-05		1530 S 62 St Gas	14.65
	WE ENERGIES	100-4101-533.41-05		1000 S 72 Gas	9.90
	WE ENERGIES	100-4101-533.41-05		6200 W Beloit Rd Gas	10.51
	WE ENERGIES	100-4101-533.41-05		7525 W Greenfield Gas	65.63
	WE ENERGIES	100-4101-533.41-05		8435 W National Ave Gas	9.25
	WE ENERGIES	100-4118-531.41-04		66th and Beloit	198.07
	WE ENERGIES	100-4118-531.41-04		Group Bill	274.89
	WE ENERGIES	100-4118-531.41-04		1425 S 71 Elec	22.72
	WE ENERGIES	100-4118-531.41-04		1422 S 73 St Elec	46.49
	WE ENERGIES	100-4118-531.41-04		3211 S 106 St	50.58
	WE ENERGIES	100-4118-531.41-04		2307 S 92 St	94.51
	WE ENERGIES	100-4118-531.41-04		Group Bill - elec	4,375.87
	WE ENERGIES	100-4118-531.41-04		2700 S 84 St	52.52
	WE ENERGIES	501-2601-537.41-04		Group bill	12,098.81
	WE ENERGIES	501-2601-537.41-04		2009 S 84 St	94.35
	WE ENERGIES	997-9701-541.41-04		7120 W National Ave	1,238.52
	WE ENERGIES	997-9701-541.41-05		7120 W National Ave	122.80
36677 - Summary					32,934.38
36678	WEBSTER, MICHAEL	255-8101-521.56-03	I23548	Kansas City	1,124.51
36678 - Summary					1,124.51
36679	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	2,717.40
36679 - Summary					2,717.40
194216	CENTGRAF FARMS	100-8201-517.38-01		SNAP REFUNDS 6/4	32.00
	CENTGRAF FARMS	100-8201-517.38-02		MATCH REFUNDS 6/4	93.00
194216 - Summary					125.00
194217	DIANA ZERMENO ANDRADE	501-0000-229.05-00		MANUAL CHECK	409.09
194217 - Summary					409.09
194218	E & S GREENHOUSES	100-8201-517.38-01		SNAP REFUNDS 6/8	15.00
	E & S GREENHOUSES	100-8201-517.38-02		MATCH REFUNDS 6/8	24.00
194218 - Summary					39.00
194219	FER-LI MEATS & SAUSAGE LLC	100-8201-517.38-02		MATCH REFUNDS 6/6	121.00
194219 - Summary					121.00
194220	JENNIFER AND BRIAN BUTLER	501-0000-229.05-00		MANUAL CHECK	60.00
194220 - Summary					60.00
194221	JERRY'S PRODUCE LLC	100-8201-517.38-01		SNAP REFUNDS 5/30	150.00
	JERRY'S PRODUCE LLC	100-8201-517.38-02		MATCH REFUNDS 5/30	243.00
194221 - Summary					393.00
194222	KROKOWSKI'S FARM LLC	100-8201-517.38-02		MATCH REFUNDS 6/4	170.00
194222 - Summary					170.00
194223	MOON CHERRY SWEETS	100-8201-517.38-01		SNAP REFUNDS 6/11	15.00
194223 - Summary					15.00
194224	RIVER VALLEY RANCH LTD	100-8201-517.38-01		SNAP REFUNDS 6/8	24.00
	RIVER VALLEY RANCH LTD	100-8201-517.38-01		SNAP REFUNDS 6/1	8.00
	RIVER VALLEY RANCH LTD	100-8201-517.38-02		MATCH REFUNDS 6/8	75.00
194224 - Summary					107.00
194225	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
194225 - Summary					54.77
194226	AIRGAS USA LLC	100-2201-522.53-41		CYLINDER RENTAL INVOICE	467.59
	AIRGAS USA LLC	100-2201-522.53-41		CYLINDER LEASE RENEWAL	1,327.90
	AIRGAS USA LLC	100-4401-533.53-02		SAFETY VEST	341.55
194226 - Summary					2,137.04
194227	ANIMATED DATA INC	100-2201-522.32-01		ANNUAL RENEWAL	450.00
194227 - Summary					450.00
194228	ANTON'S GREENHOUSES INC	100-4301-533.53-02		annual flowers	923.25
	ANTON'S GREENHOUSES INC	220-7522-563.53-16	C24401	annual flowers	4,238.75
194228 - Summary					5,162.00
194229	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 9503	850.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I24538	PEN 6333	915.00
194229 - Summary					1,765.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194230	AT & T MOBILITY	255-8101-521.30-04	I23549	Internet	308.40
194230 - Summary					308.40
194231	AT&T	255-8101-521.30-04	I23549	Phone	1,507.96
194231 - Summary					1,507.96
194232	BADGER MATERIALS RECYCLING, LLC	550-4233-535.41-09		april and may tires	824.85
194232 - Summary					824.85
194233	BADGER METER INC	501-2709-537.71-05		105-9472	5,129.25
194233 - Summary					5,129.25
194234	BATTERIES PLUS BULBS	100-2201-522.44-03		BATTERY #4212	746.10
194234 - Summary					746.10
194235	BLD SERVICES, LLC	510-3803-536.75-01	P2343N	Sanitary Connectn Liners	133,427.50
194235 - Summary					133,427.50
194236	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	1,138.87
194236 - Summary					1,138.87
194237	BRAKE AND EQUIPMENT	100-4401-533.53-02		SLACK ADJUSTERS	209.85
194237 - Summary					209.85
194238	BUREAU OF CORRECTIONAL ENTERPRISES	255-8101-521.51-09	I24534	Plaques	457.77
194238 - Summary					457.77
194239	BUTTERS-FETTING CO INC	100-4101-533.44-08		Health-north off-no heat	421.11
194239 - Summary					421.11
194240	CALLYO 2009 CORP	250-8034-521.51-11	G24603	SIU SOFTWR 4/1/24-3/31/25	5,736.00
194240 - Summary					5,736.00
194241	CAMPBELL, BRADLEY	257-5702-517.30-04	SPFARM	FM Enter. - 6/29	200.00
194241 - Summary					200.00
194242	CDW-G	100-1101-517.32-01		License renewal for M365	81,306.60
	CDW-G	255-8101-521.30-04	I23549	TelePres	434.00
194242 - Summary					81,740.60
194243	CELLEBRITE USA CORP	214-0801-521.64-05		renew 8/24-8/16/25	6,900.00
194243 - Summary					6,900.00
194244	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #84461706	127.16
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #84468810	32.79
194244 - Summary					159.95
194245	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum - voice - may	902.39
	CHARTER COMMUNICATIONS	100-1101-517.41-06		Spectrum - fiber- may	1,362.34
194245 - Summary					2,264.73
194246	CITY OF CUDAHY HEALTH DEPARTMENT	240-7904-542.43-01	H24004	Cudahy WIC Q2 2024	2,700.00
194246 - Summary					2,700.00
194247	CITY OF WEST ALLIS	314-6606-563.41-02	T14010	1/31 - 4/20/24	861.25
194247 - Summary					861.25
194248	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	54.00
194248 - Summary					54.00
194249	CLOWNS WITH PETALS	257-5701-517.30-04	SP0004	FTF 6/21 Attraction	250.00
194249 - Summary					250.00
194250	CLOWNS WITH PETALS	212-0801-521.64-05		face painter WANO 24	400.00
194250 - Summary					400.00
194251	COMPLEX SECURITY SOLUTIONS, INC	100-1101-517.51-11		Cam Downpayment	5,879.91
194251 - Summary					5,879.91
194252	CON-COR COMPANY INC	100-4401-533.53-02		FUEL FILTERS	33.32
	CON-COR COMPANY INC	100-4401-533.53-02		PULL CORD STARTERS	46.33
194252 - Summary					79.65
194253	CORE AND MAIN	501-2901-537.53-02		PVC PIPE,GASKET,RESTRAINT	1,168.80
194253 - Summary					1,168.80
194254	CRANE 1 SERVICES, INC	501-2901-537.30-04		ANNUAL CRANE&HOISTINSPECT	995.00
194254 - Summary					995.00
194255	CROWLEY CONSTRUCTION CORPORATION	220-7522-563.31-01	C23412	Downtown Pavement Marking	15,835.11
194255 - Summary					15,835.11
194256	DAHMS, THOMAS	255-8101-521.30-04	I24548	Reg fee	650.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194256	Summary				650.00
194257	DASH MEDICAL GLOVES INC	100-2201-522.53-41		3 CASES EXAM GLOVES	227.70
194257	Summary				227.70
194258	DETECTACHEM INC.	255-8101-521.51-09	I24538	Test kits	832.30
194258	Summary				832.30
194259	DH PACE COMPANY, INC	100-4101-533.44-08		Fire 2 safety sensors	2,823.05
194259	Summary				2,823.05
194260	DIVERSIFIED BENEFIT SERVICES, INC	100-5219-517.21-15		HRA June fee	100.00
194260	Summary				100.00
194261	DON'S AUTO BODY	100-2110-521.44-03		repair sqd 14 accident	7,137.34
	DON'S AUTO BODY	100-4501-533.44-03		Auto Body Repairs	2,678.98
194261	Summary				9,816.32
194262	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 24 parts	600.11
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 63 parts	149.72
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		credit core	(75.00)
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 38 parts	339.52
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		stock parts	2,835.09
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		return core	(35.00)
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd parts	213.56
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 27 parts	795.48
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		sqd 11 parts	320.23
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		core credit	(18.00)
194262	Summary				5,125.71
194263	EGOLDFAX	100-1101-517.30-13		egoldfax - may	134.66
194263	Summary				134.66
194264	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		misc fleet shop parts	34.62
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-02		PICTURE HANGING PRODUCT	13.12
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		NEW DRILL BITS	19.79
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		MISC FF OPERATION SUPPLIE	43.19
194264	Summary				110.72
194265	EXPRESS ELEVATOR LLC	100-4101-533.44-08		Library-elev repair	371.00
194265	Summary				371.00
194266	FABICK	100-2201-522.44-03		THERMOSTAT #4207	79.02
194266	Summary				79.02
194267	FACTUAL DATA	220-7533-563.31-02	C24301	Credit Report -5001WI0076	126.85
	FACTUAL DATA	220-7534-563.31-01	C23306	Credit Report	63.55
194267	Summary				190.40
194268	FASTENAL COMPANY	100-4401-533.53-02		GLOVES	115.05
	FASTENAL COMPANY	100-4401-533.53-02		FLANGE NUT	28.21
194268	Summary				143.26
194269	FEDEX	255-8101-521.30-04	I24534	Shipping	16.18
194269	Summary				16.18
194270	FIRE COMPANY FUND	100-0000-202.16-00		PAYROLL SUMMARY	672.00
194270	Summary				672.00
194271	FOX VALLEY TECH COLLEGE	100-2107-521.57-02		pit instr trng	165.00
194271	Summary				165.00
194272	GEIS BUILDING PRODUTS INC	100-2201-522.44-05		ST 61 GARAGE DOOR REPAIR	175.00
194272	Summary				175.00
194273	GENERAL COMMUNICATIONS	100-2101-521.70-02		new sqd set up	180.00
	GENERAL COMMUNICATIONS	100-2110-521.44-03		sqd 32 accident repair	1,406.50
194273	Summary				1,586.50
194274	GLOBAL WATER TECHNOLOGY	100-4101-533.53-02		CH-chemicals	1,042.59
194274	Summary				1,042.59
194275	GOODYEAR COMMERCIAL TIRE & SERVICE	100-4501-533.53-02		TIRE	126.00
194275	Summary				126.00
194276	GORDIE BOUCHER FORD	100-4501-533.53-02		OIL COOLER HOSE ASSEMBLY	103.00
	GORDIE BOUCHER FORD	100-4501-533.53-02		HOSE ASSEMBLY	73.15
194276	Summary				176.15
194277	GRAPHIC INNOVATIONS, LLC	257-5701-517.51-09	SP0004	Food Truck Friday Banners	294.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194277	GRAPHIC INNOVATIONS, LLC	257-5701-517.51-09	SP0005	Summer Concert Banners	294.00
194277 - Summary					588.00
194278	GRAYBAR	100-2201-522.44-03		TOWER 62 MAINTENANCE	66.96
	GRAYBAR	100-4118-531.53-02		dpw building	55.56
194278 - Summary					122.52
194279	GREENE, TROY	255-8101-521.56-03	I23548	Dallas	2,147.94
	GREENE, TROY	255-8101-521.56-03	I24538	Mileage	355.77
194279 - Summary					2,503.71
194280	GREENFIELD POLICE DEPARTMENT	100-0000-229.11-10		GREENFIELD PD BAIL	124.00
194280 - Summary					124.00
194281	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		Lib. Heights lightning	101.28
	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		city hall	117.36
	HEIN ELECTRIC SUPPLY COMPANY	100-4118-531.53-02		Lib. heights lighting	268.10
194281 - Summary					486.74
194282	HERITAGE INSTANT PRINTING CO, INC	255-8101-521.30-04	I24534	Printing	2,708.94
194282 - Summary					2,708.94
194283	HORIZON COMMERCIAL POOL SUPPLY	100-4101-533.53-02		LH pool chlorine, acid	713.71
194283 - Summary					713.71
194284	Ivan R. Gutierrez	100-0000-102.08-00		Refund on FOOD-24-1	1,350.00
194284 - Summary					1,350.00
194285	INTERSTATE POWER SYSTEM INC	100-2201-522.44-03		TRANS REPAIR #4212	1,976.86
194285 - Summary					1,976.86
194286	IRON MOUNTAIN	255-8101-521.30-04	I24534	Shredding	660.64
194286 - Summary					660.64
194287	JOHNS DISPOSAL SERVICE	550-4233-535.41-09		may recycling	9,769.81
194287 - Summary					9,769.81
194288	JX PETERBILT -WAUKESHA	100-4401-533.53-02		FILTERS	308.98
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		FUEL FILTER	51.84
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		FUEL FILTERS	90.32
	JX PETERBILT -WAUKESHA	100-4401-533.53-02		BRAKE DRUMS	207.98
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		CALIPERS	4,719.96
	JX PETERBILT -WAUKESHA	100-4501-533.53-02		VALVE, SHOCKS, SLACK ADJU	747.95
194288 - Summary					6,127.03
194289	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		CLAMPS	7.80
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		CLEARANCE LIGHTS	10.26
	KAESTNER AUTO ELECTRIC CO	100-4401-533.53-02		AMBER/GREEN LED	692.64
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		LIGHT AND PIGTAIL HARNESS	65.82
	KAESTNER AUTO ELECTRIC CO	100-4501-533.53-02		GREEN STROBE	198.00
194289 - Summary					974.52
194290	KALLCENTS	255-8101-521.30-04	I24538	Q-card	15.29
194290 - Summary					15.29
194291	KANOPY INC	100-3502-555.52-36		INVOICE #402992	7.60
194291 - Summary					7.60
194292	LANGE ENTERPRISES	100-4101-533.53-02		STAINLESS STEEL BANDING	71.42
194292 - Summary					71.42
194293	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	229.08
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	129.30
194293 - Summary					358.38
194294	LUJAN, NATHANIEL	255-8101-521.30-04	I24548	Reg fee	650.00
194294 - Summary					650.00
194295	MADRITSCH, JIM	257-5702-517.30-04	SPFARM	FM Enter. - 7/06	200.00
194295 - Summary					200.00
194296	MC CALLUM, TENLEY SHELTON	257-5702-517.30-04	SPFARM	FM Enter - 6/22	200.00
194296 - Summary					200.00
194297	MCCRIGHT & ASSOCIATES, LLC	222-7601-563.30-02		Inspections	1,566.68
	MCCRIGHT & ASSOCIATES, LLC	222-7601-563.30-02		Rent Reasonableness	75.00
194297 - Summary					1,641.68
194298	MEAD AND HUNT, INC	100-4001-533.30-04		gis solutions	352.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
194298 - Summary					352.50
194299	MEGA LLC	100-2201-522.51-04		PICK/SAVE BEVERAGES	33.94
	MEGA LLC	100-2201-522.51-04		JFTA/LUNCH TURN	333.56
194299 - Summary					367.50
194300	MIDAMERICAN BUILDING SERVICES	255-8101-521.30-04	I24534	Janitorial	3,225.00
194300 - Summary					3,225.00
194301	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		BAIL	950.00
194301 - Summary					950.00
194302	MILWAUKEE COUNTY REGISTER OF DEEDS	100-2301-523.30-04		Prelim-6400 Greenfield	75.00
194302 - Summary					75.00
194303	MILWAUKEE METRO SEWER DISTRICT	540-1807-538.31-06	RAIN	Rainbarrels	3,450.00
194303 - Summary					3,450.00
194304	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		trng car 76 parts	79.98
	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		stock parts	245.93
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		CLIPS	14.83
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		LIGHTS, BRAKE CLEANER	213.31
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		LED LAMPS, REFLECTORS	63.43
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		HYDRAULIC FITTINGS	464.83
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Turn signal lamps	21.86
	NAPA AUTO PARTS- WEST ALLIS	100-4401-533.53-02		Car wash / light bulbs	11.11
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		PURGE VALVE	35.10
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		TAILLIGHT	44.17
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		BRAKE PADS	37.84
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		trans filter kit	28.25
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		Filter	10.98
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.53-02		ROTORS, PADS	393.97
194304 - Summary					1,665.59
194305	NEENAH FOUNDRY CO	100-4301-533.53-02		replacement tree grate	2,095.23
194305 - Summary					2,095.23
194306	NESPOLI, ERIK	255-8101-521.56-03	I24538	Mileage	231.55
194306 - Summary					231.55
194307	NETSENTIAL.COM INC	255-8101-521.30-04	I23549	Web hosting	1,700.00
194307 - Summary					1,700.00
194308	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		FSP May Retiree admin fee	225.00
	NETWORK HEALTH ADMIN SERVICES, LLC	603-9130-517.21-83		FSP MAY EE admin fee	525.00
194308 - Summary					750.00
194309	NEW BERLIN REDI-MIX	501-2707-537.53-08		7 bag #1 stone with air	1,656.40
	NEW BERLIN REDI-MIX	540-1801-538.53-02		7 bag #1 stone with air	1,008.60
194309 - Summary					2,665.00
194310	ORTA, RICKY JR.	257-5701-517.30-04	SP0004	FTF Entertain. 6/21	250.00
194310 - Summary					250.00
194311	PARKITECTURE & PLANNING, LLC	220-7521-563.30-02	C24101	Prj 22.033 Design/Constru	9,997.60
194311 - Summary					9,997.60
194312	PROFESSIONAL INTERPRETING ENTERPRIS	100-0501-517.30-04		Interpreter services 5/16	105.00
194312 - Summary					105.00
194313	R. S. PAINT & TOOLS LLC	100-4401-533.53-02		GREEN MARKING PAINT	55.56
	R. S. PAINT & TOOLS LLC	501-2901-537.53-02		BLUE MARKING PAING	111.12
194313 - Summary					166.68
194314	REMY BATTERY CO INC	100-4101-533.44-08		Library-security panel bt	16.40
194314 - Summary					16.40
194315	RICOH USA INC	255-8101-521.30-04	I23549	Copier	742.93
194315 - Summary					742.93
194316	RNOW INC	100-4501-533.53-02		SENSOR, HARNESS, RELAY	434.33
	RNOW INC	100-4501-533.53-02		CABIN AIR FILTER	58.96
194316 - Summary					493.29
194317	SECURIAN FINANCIAL GROUP INC	100-0000-202.18-01		July Life premium	17,531.09
194317 - Summary					17,531.09
194318	SHERWIN WILLIAMS	501-2710-537.53-02		SFTY RED; MTL PR GRY	660.00
	SHERWIN WILLIAMS	501-2710-537.53-02		hydrants	686.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
194318 - Summary					1,346.00
194319	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-31	A19001	Grass and Weeds	2,810.00
194319 - Summary					2,810.00
194320	SOUND CHECK ENTERTAINMENT	100-8201-517.30-04		Fireworks - Sound Company	1,295.00
	SOUND CHECK ENTERTAINMENT	100-8201-517.30-04		Fireworks - Band Stage	1,000.00
194320 - Summary					2,295.00
194321	SPECTRUM	100-1101-517.41-06		Spectrum - cable - CH	18.52
194321 - Summary					18.52
194322	STARK PAVEMENT CORP	100-4218-531.53-02		3/8 surface	500.47
194322 - Summary					500.47
194323	STENSTROM PETROLEUM SERVICES GROUP	100-4401-533.30-04		Pump 1 Off Line	871.38
194323 - Summary					871.38
194324	STEVE'S MASONRY REPAIR	100-4101-533.44-08		PD Sub-repair masonry	1,500.00
194324 - Summary					1,500.00
194325	STREICHER'S INC	100-2201-522.60-01		CLOTHING	259.99
194325 - Summary					259.99
194326	SUPERIOR VISION INSURANCE INC	100-0000-202.18-06		June Vision premium	1,566.80
194326 - Summary					1,566.80
194327	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 2360	25.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 2380	25.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN 6915	465.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I24538	PEN2972	515.00
194327 - Summary					1,030.00
194328	TAPCO	100-4118-531.53-02		Traff. sig. support	320.00
194328 - Summary					320.00
194329	TATAREK, KELSEY	255-8101-521.30-04	I24548	Reg fee	575.00
	TATAREK, KELSEY	255-8101-521.56-03	I24548	MN training	184.92
194329 - Summary					759.92
194330	TELEFLEX FUNDING LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	562.50
194330 - Summary					562.50
194331	TEREX SERVICES	100-4501-533.44-03		Annual Aerial Inspection	1,090.00
194331 - Summary					1,090.00
194332	THE UPS STORE #6257	100-2101-521.51-01		equip sent by Sgt Manthe	15.69
	THE UPS STORE #6257	100-2201-522.51-01		STREAMLIGHT SERVICE	18.00
194332 - Summary					33.69
194333	THOMSON REUTERS - WEST	255-8101-521.30-04	I23549	Service	2,681.78
194333 - Summary					2,681.78
194334	TRANS UNION LLC	100-2101-521.30-04		may record checks	122.18
194334 - Summary					122.18
194335	TRANSUNION RISK & ALTERNATIVE	255-8101-521.30-04	I23549	TLOXP	861.80
194335 - Summary					861.80
194336	TRI CITY NATIONAL BANK	220-7521-563.30-04	C24101	TCNB Loan Servicing Fees	54.00
	TRI CITY NATIONAL BANK	224-7701-563.30-04		TCNB Loan Servicing Fees	24.00
	TRI CITY NATIONAL BANK	396-6301-563.30-07		TCNB Loan Servicing Fees	5.00
	TRI CITY NATIONAL BANK	397-6301-563.30-07		TCNB Loan Servicing Fees	18.00
194336 - Summary					101.00
194337	TRI CITY NATIONAL BANK	100-0000-229.16-00		May 2024 Loan Payments	460.76
194337 - Summary					460.76
194338	TROPHY ATHLETIC SUPPLY CO	255-8101-521.51-09	I24534	Awards	245.00
194338 - Summary					245.00
194339	TRUCK COUNTRY	100-4401-533.53-02		BRAKE PADS	309.80
	TRUCK COUNTRY	100-4501-533.53-02		PARTS RETURNED FOR CREDIT	(33.14)
	TRUCK COUNTRY	100-4501-533.53-02		CORE RETURN FOR CREDIT	(44.10)
194339 - Summary					232.56
194340	UNEMPLOYMENT INSURANCE	100-1301-517.29-02	WA2101	Unemployment - Police	205.26
	UNEMPLOYMENT INSURANCE	100-1301-517.29-02	WA4201	Unemployment - DPW San/St	169.50
194340 - Summary					374.76
194341	UNIFIRST CORPORATION	100-2101-521.51-07		mats/uniforms	72.28

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194341	UNIFIRST CORPORATION	100-2201-522.51-07		LAUNDRY SERVICES	7.00
	UNIFIRST CORPORATION	100-4501-533.53-02		DPW Uniforms 6/4/24	113.78
	UNIFIRST CORPORATION	100-4501-533.53-02		DPW - 6/11/24	113.78
	UNIFIRST CORPORATION	997-9701-541.51-06		Custodial Supplies	2.22
194341 - Summary					309.06
194342	US CELLULAR	255-8101-521.30-04	I24538	PEN	1,825.00
194342 - Summary					1,825.00
194343	USI INSURANCE SERVICES, LLC	602-9101-517.30-02		USI Grp Bnft Fee 11 of 12	5,416.66
194343 - Summary					5,416.66
194344	UTILITY SALES & SERVICE INC	100-4501-533.53-02		COVER	995.74
194344 - Summary					995.74
194345	VENTURE LABS	100-2201-522.60-01		GEAR WASH DETERGENT	246.12
194345 - Summary					246.12
194346	VERIZON WIRELESS	255-8101-521.30-04	I23549	Cell	2,252.99
194346 - Summary					2,252.99
194347	VERMEER-WISCONSIN INC	100-4401-533.53-02		Filter	25.32
	VERMEER-WISCONSIN INC	100-4501-533.53-02		Misc. repair parts	1,533.25
194347 - Summary					1,558.57
194348	VISU-SEWER INC	510-3803-536.75-01		Sanitary Lining& Grouting	20,646.49
194348 - Summary					20,646.49
194349	WAUKESHA CO TECHNICAL COLLEGE	100-2107-521.57-02		patrol trng courses	1,230.00
194349 - Summary					1,230.00
194350	WAUWATOSA POLICE DEPARTMENT	250-8011-521.31-80	G23404	MAY SPEED GRANT	628.08
194350 - Summary					628.08
194351	WAYSTAR, INC	997-9703-541.32-04		GF- Processing	146.29
194351 - Summary					146.29
194352	WESSEL, GREGORY	257-5702-517.30-04	SPFARM	FM Enter. - 6/27	200.00
194352 - Summary					200.00
194353	WEST ALLIS POLICE DEPT PETTY CASH	212-0801-521.64-05		START UP CASH FOR WANO 24	900.00
194353 - Summary					900.00
194354	WEST MILWAUKEE POLICE DEPARTMENT	250-8011-521.31-80	G23404	MAY SPEED GRANT	1,458.76
194354 - Summary					1,458.76
194355	WI STATE LABORATORY OF HYGIENE	997-9703-541.30-04		STI Lab	37.00
194355 - Summary					37.00
194356	WINDSTREAM	255-8101-521.30-04	I23549	Internet	7,710.19
194356 - Summary					7,710.19
194357	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1946S	Beloit Rd-RR Crossings	88.61
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1946S	W Beloit Rd-Design	1,358.05
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2131T	W Lincoln Ave-Design	12.74
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2327S	National Ave 62-65 Street	204.57
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2327S	National Ave Streetscapin	179.42
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2332S	National-Linc/108 Streets	14,362.11
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2346S	Beloit Rd-Streets	15,935.91
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2440S	84th: Grnflid-Adler Design	1,967.85
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2442S	Greenfield: 76-84 Design	1,650.26
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2443S	Greenfield: 70-76 Design	549.10
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2444S	Greenfield: 56-70 Design	772.70
	WISCONSIN DEPT OF TRANSPORTATION	501-2901-537.75-01	P2327H	National Ave 62-65 Water	229.39
	WISCONSIN DEPT OF TRANSPORTATION	501-2901-537.75-01	P2346H	Beloit Rd-Water	132.16
	WISCONSIN DEPT OF TRANSPORTATION	510-3803-536.75-01	P2327N	National Ave 62-65 Sanita	213.55
	WISCONSIN DEPT OF TRANSPORTATION	510-3803-536.75-01	P2346N	Beloit Rd-Sanitary	104.08
	WISCONSIN DEPT OF TRANSPORTATION	540-1807-538.75-01	P2327R	National Ave 62-65 Storm	36.10
194357 - Summary					37,796.60
194358	WISCONSIN POLICY FORUM	100-1501-517.57-01		annual membership	750.00
194358 - Summary					750.00
194359	1st Service Title & Closing Inc	100-0000-115.10-00		517-0279-000 Spec.Assesme	19.40
194359 - Summary					19.40
194360	1ST SERVICE TITLE & CLOSING	220-7534-563.31-01	C23311	Title Policy	450.00
194360 - Summary					450.00

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194361	10-33 VEHICLE SERVICES,LLC	352-2201-522.70-02		UTV UPFITTING PARTS	4,345.57
194361 - Summary					4,345.57
194362	5 SHOT ENTERPRISES	255-8101-521.30-04	I24548	Trainer fee	3,000.00
194362 - Summary					3,000.00
06/19/2024 - Summary					690,573.95
Overall - Summary					2,697,909.04

**CITY OF WEST ALLIS
RESOLUTION R-2024-0300**

**RESOLUTION TO APPROVE CONTRACT WITH APPTEGY FOR PROVIDING
MOBILE APP AND WEB DESIGN SERVICES FOR A TOTAL SUM OF \$38,933.00**

WHEREAS, the Marketing and Engagement Department has received a proposal for Mobile App and Web Design Services to modernize the city’s website and online services and provide an accessible and compliant digital service experience for the public; and

WHEREAS, the Finance Department – Purchasing Division has reviewed the proposal and deemed it competitive and fair; and

WHEREAS, the City Attorney has reviewed the contract and has approved in its current form; and

WHEREAS, the Marketing and Engagement Department deems it to be in the best interests of the City of West Allis that the proposal of Apptegy be accepted; and

WHEREAS, the City of West Allis 2024 Adopted Budget noted a new website as a key initiative of the Marketing and Engagement Department and allocated \$35,000 from the Administrative Expenses portion of the Tourism Budget to support the initiative; and

WHEREAS, additional funding of \$3,933 is available under the Marketing and Promotions section of the Tourism Budget; and

WHEREAS, the City of West Allis Tourism Commission voted to approve the contract with Apptegy at their regular meeting on June 28, 2024;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal submitted by Apptegy for providing Mobile App and Web Design services, training and support for a total net sum of \$38,933.00 is hereby accepted.

BE IT FURTHER RESOLVED, that the Marketing and Engagement Department is hereby authorized to enter into a contract for the aforesaid services.

BE IT FURTHER RESOLVED, that the 2024 Tourism Budget is amended to reclassify \$35,000 from Administrative Expenses and \$3,933 from Marketing and Promotions to cover this initiative.

SECTION 1: **ADOPTION** “R-2024-0300” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0300(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Powering Your Online Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2024 we've partnered with more than 4,000 clients in all 50 states to build their website, custom mobile app, and the mass notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need any programming knowledge** to update your city's website, app, or mass notification system. Now, you can promote your success stories across all communication channels right from your smartphone.

2 The User Experience for Your Community

Wherever your community engages with you online, **they'll be able to do so with ease.** No more pinching and pulling to view your website on a smartphone or being redirected somewhere else within your mobile app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our clients. That commitment and our personal, fast, and easy support has earned Apptegy an unheard of **99% client retention rate.**

“

I have to tell you, this platform is **GREAT**. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the app.

...

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

”

Scope & Deliverables

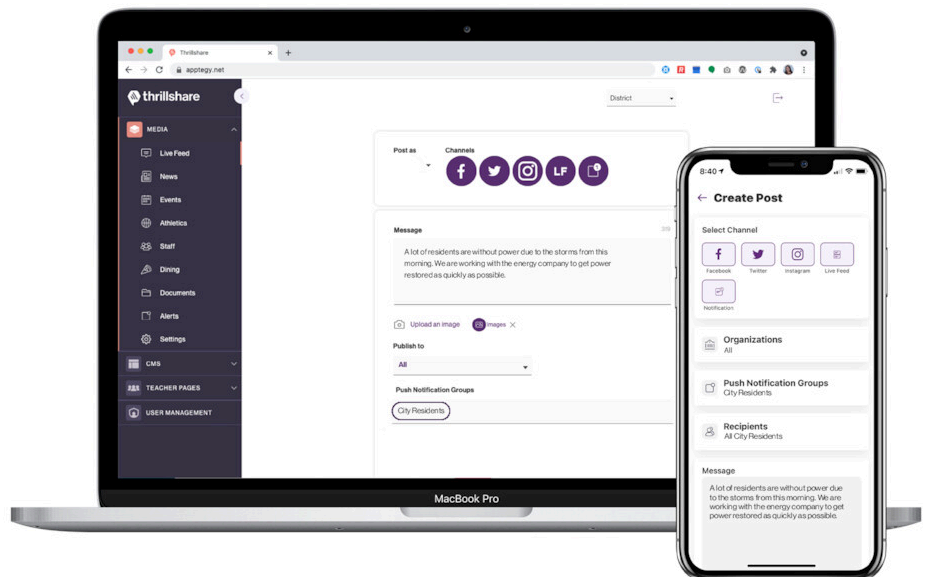
At Apptegy, we've developed the first publishing platform for school districts and municipalities, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

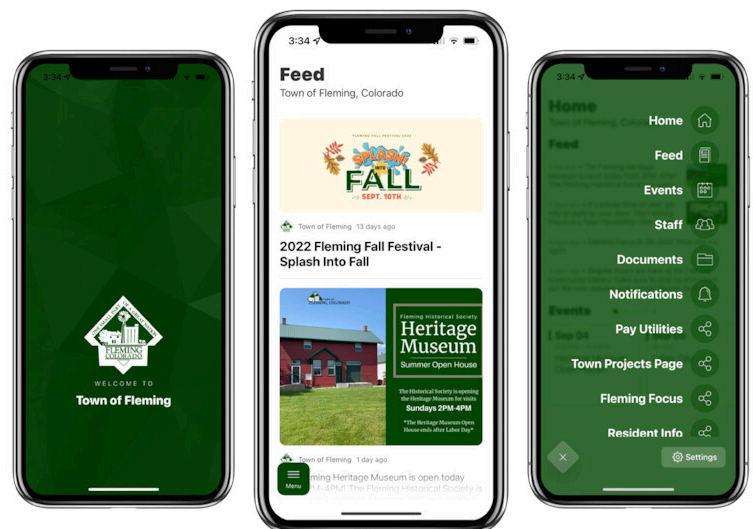
From the beginning, Thrillshare was designed to contain all of your communication channels in one place.

Built specifically for school districts and municipalities, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and notification system. Keeping information up-to-date is **as easy as it gets**, from the staff directory to your calendar and news.



Mobile Apps

We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights community members means they will continue to come back to the app for meaningful information.



Websites

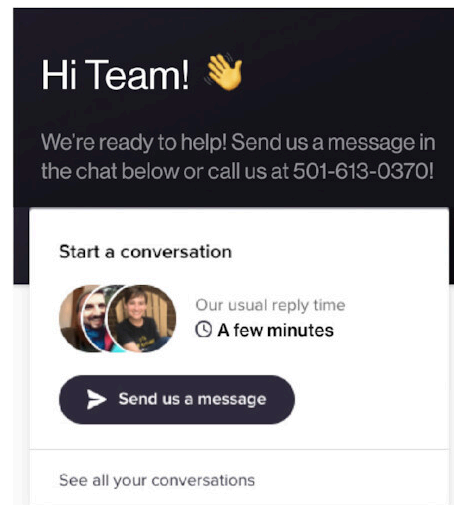
We will work with you to understand how you want your city's brand to come across by creating a new website. This gives you the opportunity to showcase what makes your city unique, while also allowing users to easily access information about your city. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for your team.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



Response Time

Our average response time is 60 seconds, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email

I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.

II. Order Form

Client Name: City Of West Allis, WI			
Address: 7525 W Greenfield Ave, West Allis		Email: jkosek@westalliswi.gov	
Wisconsin 53214		Phone: 414-302-8290	
Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the Municipality *Billed one-time	\$25,000	1	\$25,000
App Development Discount (one-time) Discounting app development for agreement signed by (07/30/2024)	-\$5,000	1	-\$5,000
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~59934 population *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$12,993	1	\$12,993
Alerts Unlimited text and email alerts *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$6,000	1	\$6,000
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0

III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$38,993.00
Billed after signature	\$38,993 (one-time development cost + annual)
60 Days from signature ("Client Start Date")	
One year from Client Start Date	\$18,993 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

This contract is in line with TIPS contract #: 230105

Client

By:  SIGNATURE
Jenny Kosek

Name: Jenny Kosek

Title: Marketing and Engagement Director

Date:

Date

Apptegy, Inc.

By:  SIGNATURE
Sha'Cori Washington
2024-06-12 09:35:31 (CDT)

Name: Sha'Cori Washington

Title: Sales Representative



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Appropriations. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.

6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, “**Carriers**”). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client’s account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended (“**TCPA**”), and the requirements and policies of CTIA – The Wireless Association (“**CTIA**”). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client’s compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client’s account, including the TCPA and/or the CTIA.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client’s website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended (“**ADA**”), and the requirements and policies of Web Content Accessibility Guidelines (“**WCAG**”).

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws (“**Public Records**” laws) of Client’s jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.

14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client’s rights and choices with respect to Client information. Please see the Privacy Policy for more information.

15. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

16. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

*** *** ***



**CITY OF WEST ALLIS
RESOLUTION R-2024-0364**

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 20, APPROVING
ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES CITY OF WEST
ALLIS, WISCONSIN.**

WHEREAS, the City of West Allis (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 20 (the “District”) is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the West Allis-West Milwaukee School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Community Development Authority (the “CDA”) on June 18, 2024, held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing

interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the CDA designated the boundaries of the District, adopted the Project Plan, and recommended to the City Council that it create such District and approve the Project Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Allis that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 20, City of West Allis", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2024.

3. The City Council finds and declares that:

(a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1.

(b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.

(c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

(d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

(e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

(f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

(g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 20, City of West Allis" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to

apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2024.

Mayor

City Clerk

EXHIBIT A -

MAP OF TAX INCREMENTAL DISTRICT NO. 20
CITY OF WEST ALLIS

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

SECTION 1: **ADOPTION** “R-2024-0364” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0364(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

June 18, 2024

PROJECT PLAN

City of West Allis, Wisconsin



Tax Incremental District No. 20
6400 W. Greenfield



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	Scheduled for June 4, 2024
Public Hearing Held:	Scheduled for June 18, 2024
Approval by Community Development Authority:	Scheduled for June 18, 2024
Adoption by City Council:	Scheduled for July 10, 2024
Approval by the Joint Review Board:	Scheduled for July 23, 2014

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 20 (“District”) is a proposed Blighted Area District located at 6400 W. Greenfield Avenue consisting of five parcels owned by the City and its Community Development Authority that would be transferred to the JJH3group (“Developer”) which will redevelop the site and construct eight townhomes and 11 market rate one- and two-bedroom apartment units along with approximately 2,800 square feet of commercial space. Vacant commercial buildings constructed in 1915 and 1924 occupy the site and formerly housed a tavern, a restaurant, and second floor apartments. These structures are blighted and will be demolished as part of the redevelopment project. Existing public parking behind these structures will be retained and expanded, and the current public green space located immediately to the east on the corner of W. Greenfield Avenue and 64th Street will be replaced with a new .18-acre public park space to be created by the Developer.



Google Street View of Existing Structures located at 6416, 6422, 6424 and 6426 W. Greenfield Avenue

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$4.42 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$4.05 million in “pay as you go” development incentives, and \$365,000 in costs related to creation and administration of the District over its life.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$7.5 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will remain open for its allowable 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

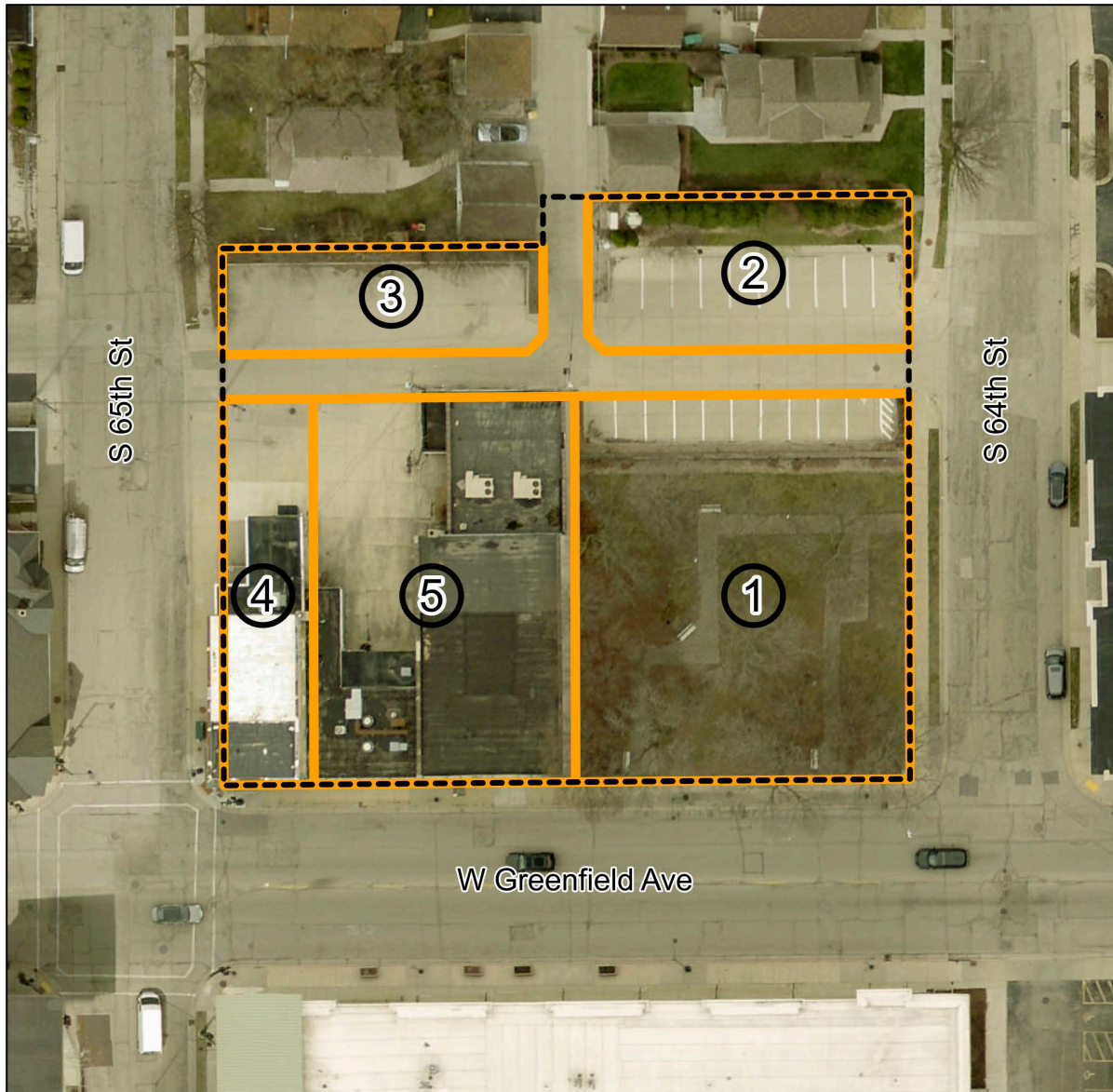
1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered the “But-For Determination Report” prepared by Baker Tilly Municipal Advisors. The analysis included in that report identifies an estimated Internal Rate of Return of 6.00% with no public incentive, and 6.81% with the requested incentive. Based on investor return expectations of 6% to 8% with an average of 7%, the report concludes that the Project is unlikely to proceed without the requested public assistance.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental value expected to be created, the Project will result in redevelopment of a blighted area, creation of market rate multi-family housing to meet market demand, and provision of employment and commercial opportunities related to the construction and operation of the Project.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2: Preliminary Maps of Proposed District Boundary

Maps Begin on Following Page.

City of West Allis Tax Increment District # 20: Parcel Map



Parcel Map

- ① 6400 W. Greenfield Ave. (439-0141-001)
- ② 1351 S. 64 St. (439-0147-001)
- ③ 13** S. 65 St. (439-0146-000)
- ④ 6424-26 W. Greenfield Ave. (439-0145-002)
- ⑤ 6414-22. W Greenfield Ave. (439-0144-001)



Proposed District Boundary Map

City of West Allis Tax Increment District #20 ½ Mile Buffer

City of West Allis Tax Increment District #20 ½ Mile Buffer

Legend:

- West Allis Boundary
- TIF District #20
- Parcels Within 1/2 Mile

North Arrow

City of West Allis
Page | 8

SECTION 3: Maps Showing Existing Uses and Conditions

Maps Begin on Following Page.

City of West Allis **Tax Increment District # 20 Existing Land Use Map**



Existing Uses Map

City of West Allis Tax Increment District # 20: Existing Property Conditions



Existing Conditions Map

SECTION 4:

Preliminary Parcel List and Analysis

Parcel Data

The following tax parcels will be included in the District. All were owned by the City or its Community Development Authority as of January 1, 2024, and all were acquired more than one year prior to the District's planned creation date. All parcels are tax-exempt. The District will therefore have a base value of zero.

Map Reference Number	Parcel Number	Address	Owner	Acres	Blighted Acres
N/A	ROW Areas			0.07	0.00
1	439-0141-001	6400 W GREENFIELD AVE	City of West Allis	0.29	0.00
2	439-0147-001	1351 S 64 ST	City of West Allis	0.11	0.11
3	439-0146-000	13** S 65 ST	Community Development Authority of City of West Allis	0.08	0.08
4	439-0145-002	6424-26 W GREENFIELD AVE	Community Development Authority of City of West Allis	0.08	0.08
5	439-0144-001	6414-16-18-22 W GREENFIELD AVE	Community Development Authority	0.23	0.23
TOTALS				0.86	0.50

Percentage of TID Area Designated as Blighted (at least 50%)	58%
Percentage of TID Area Not Designated as Blighted	42%
Total Area	100%

Blighted Area

The District will be designated as a blighted area. Under the definition of blighted area found at Wis. Stat. § 66.1105(2)(ae), one qualifying criteria is : “An area, including a slum area, in which the structures, buildings or improvements, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.”

Specific blighting conditions include:

- The structure located at 6426 W. Greenfield Avenue was constructed in 1915, is functionally obsolete, and will be demolished as part of the Project. The property was acquired by the City in 2021.
- The structures located at 6422 W. Greenfield Avenue were constructed in 1924, are functionally obsolete, and will be demolished as part of the Project. The property was acquired by the City in 2022.
- The parking areas located at 13** S. 65th Street and 1351 S. 64th Street are in disrepair and will be rehabilitated as part of the redevelopment project.

A total of 0.5 acres, or 63% of the District area, is blighted, meeting the requirement that at least 50% of the area be blighted.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2023)	\$	5,991,356,600
TID Valuation Limit @ 12% of Above Value	\$	718,962,792

Calculation of Value Subject to Limit

Estimated Base Value of New District*	\$	0
Incremental Value of Existing Districts (Jan. 1, 2023)	\$	<u>336,703,300</u>
Total Value Subject to 12% Valuation Limit	\$	336,703,300

The equalized value of the increment of existing tax incremental districts within the City, plus the estimated base value of the District, totals \$336,703,300, which is 5.62% of the City’s total equalized value. This value is less than the maximum of \$718,962,792 (12%) in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

* As of January 1, 2024, all properties to be included in the District were owned by the City or the Community Development Authority and were tax-exempt with zero value.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments, or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number, and location of potential Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City may need to make the following project cost expenditures outside the District:

Expenditure Type*	Estimated Cost	Estimated Timing
Infrastructure Improvement at the public space (i.e. art, benches, etc.)	\$50,000	Not later than 2046
Street Improvements (Bump outs, crosswalks, paint)	\$50,000	Not later than 2046
Housing & Other Economic Development Incentives or Other Project Costs	\$100,000	Not later than 2046
Total	\$200,000	

SECTION 7: Maps Showing Proposed Improvements and Uses

Maps Begin on Following Page.

City of West Allis Tax Increment District # 20 Improvements



 TIF District #20

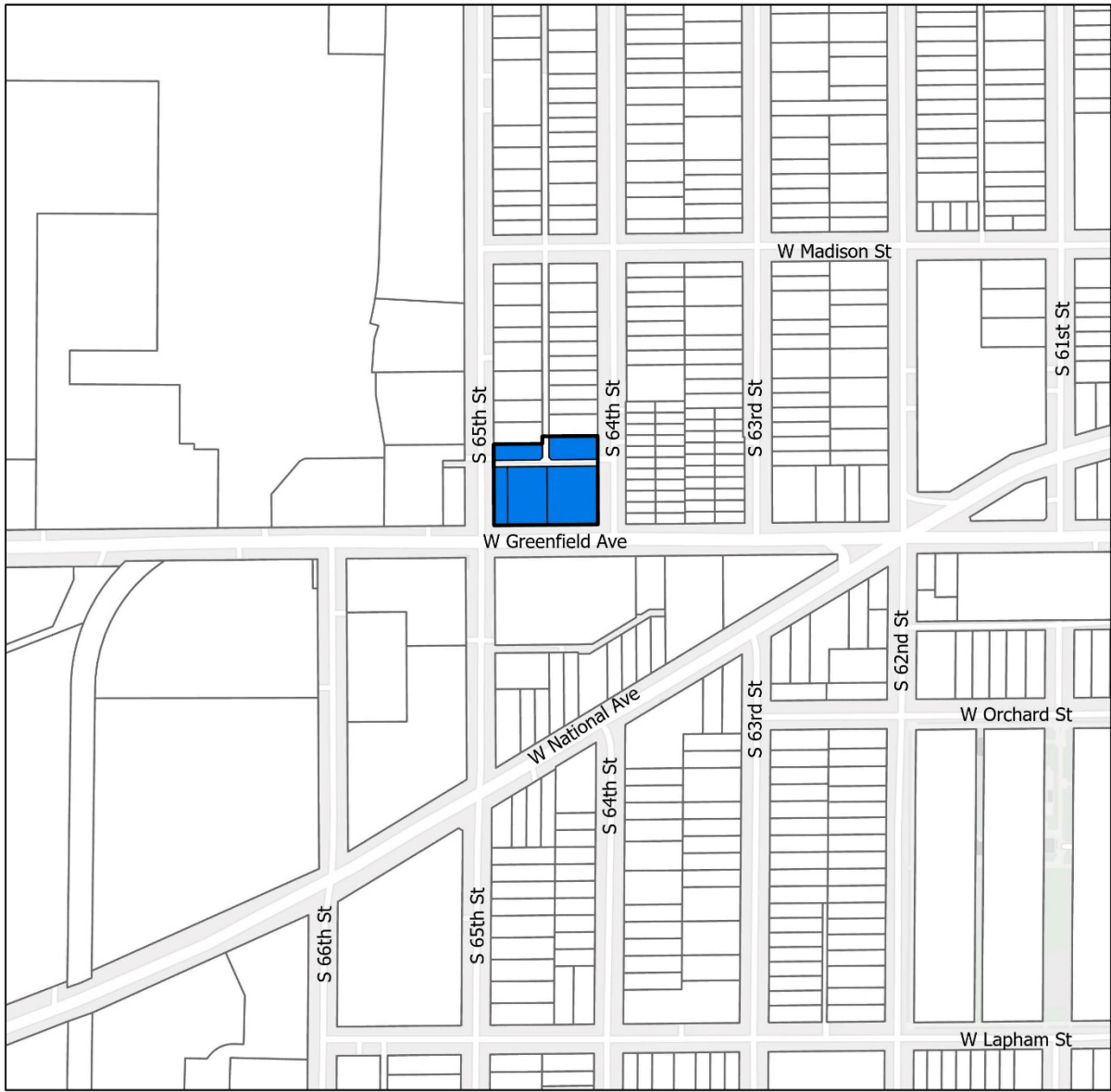
1. Development Incentives
2. Administration and Professional Services
3. Infrastructure Improvements at public space (i.e. art, benches, etc.)
4. Street Improvements (bump outs, crosswalks, paint)
5. Housing & Other Economic Development Incentives or Other Project Costs



Proposed Improvements Map

City of West Allis

Tax Increment District # 20 Future Land Use Map



TIF District #20
 Commercial Mixed



Proposed Uses Map (1 of 2)

City of West Allis Tax Increment District # 20 Rendering



 TIF District #20
 19 Units, 1 Commercial Space



Proposed Uses Map (2 of 2)

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

Expenditure Type	Estimated Cost	Estimated Timing
Development Incentives* (PAYGO MRO)	\$4,057,961	2027 - 2052
Ongoing Planning & Administration	\$365,000	2024 - 2052
Total	\$4,422,961	

* Projected development incentive payments have a present value of \$1.47 million using a 6.5% discount rate.

Contingent Projects

The City has identified other projects it may need to undertake to achieve the objectives for this District. Projected tax increments included in this Plan are not sufficient to provide the necessary funding. The City is including these projects on a contingent basis to provide the opportunity to undertake these activities if the District's financial performance exceeds projections.

Expenditure Type*	Estimated Cost	Estimated Timing
Infrastructure Improvements at public space (i.e. art, benches, etc.)	\$50,000	Not later than 2046
Street Improvements (Bump outs, crosswalks, paint)	\$50,000	Not later than 2046
Housing & Other Economic Development Incentives or Other Project Costs	\$100,000	Not later than 2046
Total	\$200,000	

* Projects may be undertaken within the District, or within areas located within ½ mile of the District.

SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$7.5 million in incremental value by January 1, 2026. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$20.10 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$4.42 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

City of West Allis, Wisconsin

Tax Increment District No. 20

Development Assumptions

Construction Year	Actual	Estimated ¹	Annual Total	Construction Year
1 2024			0	2024 1
2 2025		7,454,200	7,454,200	2025 2
3 2026			0	2026 3
4 2027			0	2027 4
5 2028			0	2028 5
6 2029			0	2029 6
7 2030			0	2030 7
8 2031			0	2031 8
9 2032			0	2032 9
10 2033			0	2033 10
11 2034			0	2034 11
12 2035			0	2035 12
13 2036			0	2036 13
14 2037			0	2037 14
15 2038			0	2038 15
16 2039			0	2039 16
17 2040			0	2040 17
18 2041			0	2041 18
19 2042			0	2042 19
20 2043			0	2043 20
21 2044			0	2044 21
22 2045			0	2045 22
23 2046			0	2046 23
24 2047			0	2047 24
25 2048			0	2048 25
26 2049			0	2049 26
27 2050			0	2050 27
Totals	0	7,454,200	7,454,200	

Notes:

¹Projected valuation based on Developer's estimated annual real estate taxes of \$149,800 divided by current TID equalized tax rate of \$20.10 x 1000 rounded to nearest hundred.

Table 1 – Development Assumptions

City of West Allis, Wisconsin

Tax Increment District No. 20

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	0
District Creation Date	January 1, 2024	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2024	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$ 20.10
Expenditure Period/Termination	22 1/1/2046	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	27 2052		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2024	0	2025	0	0	2026	\$20.10	0
2	2025	7,454,200	2026	0	7,454,200	2027	\$20.10	149,801
3	2026	0	2027	74,542	7,528,742	2028	\$20.10	151,299
4	2027	0	2028	75,287	7,604,029	2029	\$20.10	152,812
5	2028	0	2029	76,040	7,680,070	2030	\$20.10	154,340
6	2029	0	2030	76,801	7,756,870	2031	\$20.10	155,883
7	2030	0	2031	77,569	7,834,439	2032	\$20.10	157,442
8	2031	0	2032	78,344	7,912,784	2033	\$20.10	159,016
9	2032	0	2033	79,128	7,991,911	2034	\$20.10	160,607
10	2033	0	2034	79,919	8,071,830	2035	\$20.10	162,213
11	2034	0	2035	80,718	8,152,549	2036	\$20.10	163,835
12	2035	0	2036	81,525	8,234,074	2037	\$20.10	165,473
13	2036	0	2037	82,341	8,316,415	2038	\$20.10	167,128
14	2037	0	2038	83,164	8,399,579	2039	\$20.10	168,799
15	2038	0	2039	83,996	8,483,575	2040	\$20.10	170,487
16	2039	0	2040	84,836	8,568,411	2041	\$20.10	172,192
17	2040	0	2041	85,684	8,654,095	2042	\$20.10	173,914
18	2041	0	2042	86,541	8,740,636	2043	\$20.10	175,653
19	2042	0	2043	87,406	8,828,042	2044	\$20.10	177,410
20	2043	0	2044	88,280	8,916,323	2045	\$20.10	179,184
21	2044	0	2045	89,163	9,005,486	2046	\$20.10	180,976
22	2045	0	2046	90,055	9,095,541	2047	\$20.10	182,785
23	2046	0	2047	90,955	9,186,496	2048	\$20.10	184,613
24	2047	0	2048	91,865	9,278,361	2049	\$20.10	186,459
25	2048	0	2049	92,784	9,371,145	2050	\$20.10	188,324
26	2049	0	2050	93,711	9,464,856	2051	\$20.10	190,207
27	2050	0	2051	94,649	9,559,505	2052	\$20.10	192,109
Totals		7,454,200		2,105,305		Future Value of Increment		4,422,961

Notes:

¹Tax rate shown is actual 2023/2024 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

The District's Project Costs will consist of a "pay as you go" development incentive, and administrative and professional services costs associated with the creation and administration of the District over its term.

The Developer has requested incentive payments to assist with the repayments of a \$1,665,533 secondary/mezzanine loan needed to complete the capital stack to allow for construction of the project. The Developer's loan would be amortized over 20 years at an assumed 6.5% interest rate. Based on the Project's assumed incremental valuation, twenty-seven years of annual tax increment net of City administrative and professional services costs would repay approximately \$1.59 million of the mezzanine loan principal amount.

Initially, and prior to tax increment being generated, the City will advance cash to the District to pay for the cost of its creation and administration. Amounts advanced will be repaid and deducted from the first incentive payment which is expected to be paid in 2027. In each year thereafter, the City's administrative and professional service costs will be paid from the tax increment collection, with the balance of tax increment then going to the incentive payment.

If the District's financial performance exceeds the projections included in this Plan, the City may elect to utilize remaining District revenue to pay the cost of projects included in the Continent Project list included in Section 8 of this Plan, provided those costs are incurred prior to the end of the District's expenditure period.

Based on the cash flow exhibit (**Table 3**), it is expected that the District will need to remain open for its entire 27-year term to recover planned Project Costs. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

City of West Allis, Wisconsin

Tax Increment District No. 20

Cash Flow Projection

Year	Projected Revenues			Projected Expenditures			Balances			Year
	Tax Increments	Interest Earnings	Total Revenues	Municipal Revenue Obligation (PAYGO)	Ongoing Planning & Admin.	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2024			0		45,000	45,000	(45,000)	(45,000)	0	2024
2025			0	0	25,000	25,000	(25,000)	(70,000)	0	2025
2026	0		0	0	25,000	25,000	(25,000)	(95,000)	4,057,961	2026
2027	149,801		149,801	42,301	12,500	54,801	95,000	0	4,015,660	2027
2028	151,299		151,299	138,799	12,500	151,299	0	0	3,876,862	2028
2029	152,812		152,812	140,312	12,500	152,812	0	0	3,736,550	2029
2030	154,340		154,340	141,840	12,500	154,340	0	0	3,594,710	2030
2031	155,883		155,883	143,383	12,500	155,883	0	0	3,451,327	2031
2032	157,442		157,442	144,942	12,500	157,442	0	0	3,306,385	2032
2033	159,016		159,016	146,516	12,500	159,016	0	0	3,159,868	2033
2034	160,607		160,607	148,107	12,500	160,607	0	0	3,011,762	2034
2035	162,213		162,213	149,713	12,500	162,213	0	0	2,862,049	2035
2036	163,835		163,835	151,335	12,500	163,835	0	0	2,710,714	2036
2037	165,473		165,473	152,973	12,500	165,473	0	0	2,557,741	2037
2038	167,128		167,128	154,628	12,500	167,128	0	0	2,403,113	2038
2039	168,799		168,799	156,299	12,500	168,799	0	0	2,246,814	2039
2040	170,487		170,487	157,987	12,500	170,487	0	0	2,088,826	2040
2041	172,192		172,192	159,692	12,500	172,192	0	0	1,929,134	2041
2042	173,914		173,914	161,414	12,500	173,914	0	0	1,767,720	2042
2043	175,653		175,653	163,153	12,500	175,653	0	0	1,604,567	2043
2044	177,410		177,410	164,910	12,500	177,410	0	0	1,439,658	2044
2045	179,184		179,184	166,684	12,500	179,184	0	0	1,272,974	2045
2046	180,976		180,976	168,476	12,500	180,976	0	0	1,104,498	2046
2047	182,785		182,785	180,285	2,500	182,785	0	0	924,213	2047
2048	184,613		184,613	182,113	2,500	184,613	0	0	742,100	2048
2049	186,459		186,459	183,959	2,500	186,459	0	0	558,140	2049
2050	188,324		188,324	185,824	2,500	188,324	0	0	372,316	2050
2051	190,207		190,207	187,707	2,500	190,207	0	0	184,609	2051
2052	192,109		192,109	184,609	7,500	192,109	0	0	0	2052
Totals	4,422,961	0	4,422,961	4,057,961	365,000	4,422,961				Totals
Net Present Value @ 6.5%				\$1,592,420	PROJECTED CLOSURE YEAR					
				LEGEND:						
				----- END OF EXP. PERIOD						

Table 3 – Cash Flow

SECTION 10: Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11: Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed commercial and park use.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by eliminating a blighted area and providing appropriate financial incentives for a private development project. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as redevelopment of a blighted area, creation of market rate multi-family housing to meet market demand (as emphasized in the National Avenue Corridor Study), and provision of employment and commercial opportunities related to the construction and operation of the Project.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.



City Attorney's Office
attorney@westalliswi.gov
Office: 414.302.8450
Fax: 414.302.8444

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

June 6, 2024

Mayor Dan Devine
City of West Allis
7525 W Greenfield Ave
West Allis, Wisconsin
53214

RE: Project Plan for Tax Incremental District No. 20

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of West Allis, I have been asked to review the above-referenced Project Plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of West Allis Tax Incremental District No. 20 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

DocuSigned by:

D4E70E48740B4AB
Kail Decker
City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

City of West Allis, Wisconsin Tax Increment District No. 20 Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.							
Revenue Year	Milwaukee County	Milwaukee County Metro	City of West Allis	School District of West Allis	Milwaukee Area Technical	Total	Revenue Year
2026	0	0	0	0	0	0	2026
2027	22,555	7,999	75,365	38,601	5,281	149,801	2027
2028	22,780	8,079	76,119	38,987	5,334	151,299	2028
2029	23,008	8,160	76,880	39,377	5,387	152,812	2029
2030	23,238	8,242	77,649	39,770	5,441	154,340	2030
2031	23,470	8,324	78,425	40,168	5,495	155,883	2031
2032	23,705	8,408	79,209	40,570	5,550	157,442	2032
2033	23,942	8,492	80,002	40,975	5,606	159,016	2033
2034	24,182	8,577	80,802	41,385	5,662	160,607	2034
2035	24,423	8,662	81,610	41,799	5,719	162,213	2035
2036	24,668	8,749	82,426	42,217	5,776	163,835	2036
2037	24,914	8,836	83,250	42,639	5,833	165,473	2037
2038	25,163	8,925	84,082	43,066	5,892	167,128	2038
2039	25,415	9,014	84,923	43,496	5,951	168,799	2039
2040	25,669	9,104	85,772	43,931	6,010	170,487	2040
2041	25,926	9,195	86,630	44,371	6,070	172,192	2041
2042	26,185	9,287	87,496	44,814	6,131	173,914	2042
2043	26,447	9,380	88,371	45,262	6,192	175,653	2043
2044	26,711	9,474	89,255	45,715	6,254	177,410	2044
2045	26,979	9,569	90,148	46,172	6,317	179,184	2045
2046	27,248	9,664	91,049	46,634	6,380	180,976	2046
2047	27,521	9,761	91,960	47,100	6,444	182,785	2047
2048	27,796	9,858	92,879	47,571	6,508	184,613	2048
2049	28,074	9,957	93,808	48,047	6,573	186,459	2049
2050	28,355	10,057	94,746	48,527	6,639	188,324	2050
2051	28,638	10,157	95,694	49,013	6,705	190,207	2051
2052	28,925	10,259	96,651	49,503	6,772	192,109	2052
Totals	665,937	236,189	2,225,200	1,139,711	155,924	4,422,961	

**CITY OF WEST ALLIS
RESOLUTION R-2024-0399**

**A RESOLUTION TO AUTHORIZE THE FIRE DEPARTMENT TO APPLY FOR
FUNDING UNDER THE BUREAU OF JUSTICE COMPREHENSIVE OPIOID,
STIMULANT, SUBSTANCE USE PROGRAM (COSSUP) GRANT**

WHEREAS, the West Allis Fire Department (WAFD), if selected, and accepted, will use the federal funding to initiate programming that will curb stimulant use in the community which causes significant harm to residents.

WHEREAS, grant funding of \$1,300,000.00 over three years may be used by WAFD.

WHEREAS, funding would allow for the allocation of a community paramedic, peer counselor, and fire administrator to execute the grant deliverables.

WHEREAS, the grant will provide residents with education, harm-reduction materials, and connections to recovery programs that are evidence-based and proven to reduce stimulant use.

WHEREAS, the grant application will be submitted in July of 2024.

WHEREAS, if selected for funding and accepted the grant would span from October of 2024 to October of 2027.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that WAFD be granted permission to apply for COSSUP funding in 2024.

SECTION 1: **ADOPTION** “R-2024-0399” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0399(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



**DIVISION OF
COMMUNITY RISK REDUCTION**

**JASON SCHAAK
ASSISTANT CHIEF**



**CITY of WEST ALLIS
FIRE DEPARTMENT**

July 10, 2024

Mayor Devine, Common Council Members

City of West Allis

All -

The City of West Allis requests permission to apply for the Bureau of Justice Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Grant of 2024. If funded and accepted by the city, the grant will provide \$1,300,000 of funding over three years to support the department's efforts to curb the effects of stimulant use.

The grant will fund the staffing of a community paramedic, peer counselor, and fire administrator who will manage the grant, and provide the City with community-based outreach services for those affected by stimulant use. Those served by this program will be connected with treatment centers and provided harm-reduction materials that when provided have been known to lower the rates of overdose and overdose-related deaths. The remaining funding will be used for other eligible expenses.

No cost matching or unfunded expenses will be written into the grant. Applications to COSSUP do not create any obligation for the City to accept funding or fulfill any actions.

I am requesting Common Council approval to apply for the grant. If selected for funding a separate request will be sent to the common council to accept the grant award.

Thank you for your consideration and please let me know if you have any questions.

Respectfully,

Jason M. Schaak
Assistant Chief, Division of Community Risk Reduction
City of West Allis Fire Department

**CITY OF WEST ALLIS
RESOLUTION R-2024-0402**

RESOLUTION TO UPDATE CITY DEBT MANAGEMENT POLICY

AMENDING POLICY 1210

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

SECTION 1: **AMENDMENT** “1210 Debt Management Policies” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

1210 Debt Management Policies

1. **PURPOSE:** The purpose of these policies is to ensure that all financing of the City be completed in a most cost efficient, professional manner and in accord with the highest standards of the industry, law and good governmental practices. These policies are for the benefit of the City and no provision thereof shall give to any person other than the City any benefit, right, remedy or claim. The City may at any time and without notice of any sort amend or supplement the policies in such a manner as the Common Council may deem appropriate.
2. **ORGANIZATIONS AFFECTED:** These debt management policies will apply to any indebtedness of the City of West Allis and related entities including the Community Development Authority (CDA) ~~and West Allis Memorial Hospital~~. The ~~comptroller~~ ~~Department of Administration and Finance~~ will be responsible for ensuring these policies are followed.
3. **POLICY:** The City will consciously manage its debt to ensure continued high credit quality, access to credit markets, and financial flexibility. The debt management program will lower overall long-term cost of government for the City of West Allis residents and businesses.
4. **REFERENCES:** ~~None~~ Charter Ord. No. 23 - Limit on the annual debt issuance for street construction
Policy 1213 - Post-Issuance Debt Compliance Policy
5. **PROCEDURES:**
 - a. Long-term debt shall not be used for current operations.
 - b. The amortization period for any capital improvement project or equipment purchase financed through debt on an original or refinanced basis shall not exceed the expected useful life of that improvement or equipment.
 - i. A debt issuance supported by tax levy should be amortized over no more than 10 years.

- ii. A debt issuance for utility infrastructure should be amortized over no more than 20 years
- c. Principal payments on debt issued for annually recurring items (such as streets and utility infrastructure) should be structured with even principal payments over the life of the issue. Alternative amortization methods may be used to flatten annual payment peaks and valleys.
- d. For the purpose of enhancing the City's overall credit worthiness, the City should fund at least 15% of the overall capital program from current resources.
- e. To avoid a conflict of interest, any financial advisors retained by the City for debt issues will not be allowed to underwrite debt of the City.

~~GENERAL POLICIES Long term debt will not be used for current operations. Long term borrowing will be limited to capital improvement projects and equipment. Financing requirements will be reviewed annually. The timing for financing and the length of issues will be based upon the City's need for funds, market conditions and debt management policies. Any capital improvement project or equipment purchase financed through bonds on an original or refinanced basis will be financed for a period not to exceed its expected useful life. Total debt outstanding, which includes direct and indirect city debt as well as overlapping debt, will be considered when planning additional debt issuance. Total debt outstanding as a percent of equalized value should not exceed 6%. (Overlapping debt includes the City's share of: County Debt, County Debt issued on behalf of MMSD, Metro Sewer Debt, MATC Debt and West Allis/West Milwaukee School District Debt.) The City will adopt a Capital Financing Plan/Debt Calendar which will control all issuance of debt by the City. Short term borrowing for capital improvements such as TANs or BANs will be limited to periods of extreme instability of the bond market or similar factors. Enterprise or special purpose fund projects should be financed without the use of general obligation bonds, when possible, or, if general obligation bonds are used such enterprise or special purpose funds will finance their pro-rata share of debt service costs associated with that project. In addition, the aforementioned will be subjected to the current Debt Fee Schedule. (Addendum #8) Tax exempt debt issued by the City shall be Qualified Tax-exempt Obligations. The maximum amount of tax-exempt debt to be issued in any given year will be less than the amount stipulated by Section 265(b)(3) of the Internal Revenue Code of 1986. Qualified Tax-exempt Obligations grant financial institutions the ability to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. Borrowed funds will be spent first. Reimbursement intent forms will be filed as required. (Addendum #7) A minimum of 50% of capital project anticipated expenditures, excluding the annual capital program, and capital acquisitions should be funded by current operating revenues or designated funds.~~

~~TERM AND REPAYMENT SCHEDULE Principal repayment schedules will be based on the following guidelines: Principal and interest will be scheduled to~~

be within the revenues available for debt service. 10 years for most general obligation public improvement debt. Debt will be structured with even principal payments over the life of the issue. 10 to 20 years for approved CDA capital improvement projects of city-wide significance and where justified by the magnitude of the project. To demonstrate the City's commitment to a continued capital program, to ensure careful consideration of the level of capital expenditures, and to enhance the City's overall credit worthiness, the City will continue to fund at least 15% of the overall capital program from current resources. On an overall basis, all general obligation debt shall be structured to retire at least 80% of the City's indebtedness within 10 years. Debt shall be issued in such a way so that the term of the financing does not exceed the useful life of the asset. ~~METHOD OF SALE~~ Debt issues of the City may be sold by competitive, negotiated, or private placement sale methods unless otherwise limited by State law. The selected method of sale will be the option which is expected to result in the lowest cost and most favorable terms given the financial structure used, market conditions, and prior experience. The City will use a competitive sale method for all debt issued unless there are compelling reasons which indicate that a negotiated sale or private placement would have a more favorable result such as a financing structure which requires or involves: special pre-marketing efforts below investment grade credit rating complex security or transaction features factors that are expected to result in a lack of competitive bids a propriety or innovative financial concept brought to the City ~~TYPES OF DEBT~~ ~~AUTHORIZED TO ISSUED~~ Based on the purpose of the debt, the City may utilize any one or all of the debt vehicles authorized under the Wisconsin State Statutes. (Addendum #3) The preferred debt type is General Obligation Promissory Notes with a term of 10 years or less with a fixed interest rate. ~~VARIABLE RATE DEBT~~ The City will consider variable rate debt only in the following circumstances: Interest rates are above average historic rates. The revenue stream for repayment is variable, or the dedication of revenues allows capacity for variability. Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts. A report from the Finance Division has been forwarded to City Council evaluating and quantifying the risks and returns involved in the variable rate financing and recommending variable rate as the lowest cost option. ~~CREDIT ENHANCEMENTS~~ The City will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when a clearly demonstrable savings can be shown shall an enhancement be considered. The City will consider each of the following enhancements as an alternative when evaluating the cost and benefit of such enhancements. Bond Insurance. The City shall have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on the bonds if uninsured. Debt Service Reserves. The City shall have

~~the authority to issue bonds to fund a debt service reserve when deemed prudent and advantageous. Reserve Equivalents. The City shall have the authority to purchase reserve equivalents when such purchase is deemed prudent and advantageous. Such equivalents shall be evaluated in comparison to cash funding of reserves on a net present value basis. Letters of Credit. The City shall have the authority to enter into a letter of credit agreement when such an agreement is deemed prudent and advantageous. SELECTION OF PROFESSIONAL SERVICES The City will maintain ongoing agreements with certain professionals related to the issuance and management of debt including, but not limited to: Bond Counsel: To render opinions on the validity, enforceability and tax exempt status of the debt and related legal matters, and to prepare the necessary resolutions, agreements and other documents. Financial Advisor: To advise and assist on the structuring, rating and issuance of debt. (See Financial Advice) Independent Auditors: To provide certified computations and reports. Competitive proposals will be taken periodically for services to be provided over a period of one year with annual review options. Selection criteria will consider such factors as: cost/fees experience/qualifications depth of staff availability/location Annual reviews of the fees, quality of service, and performance of professional service firms will be completed by staff and reported to the Administration & Finance Committee. Other financial services may be retained as required including managing underwriters, credit agencies, escrow agents, trustee, verification agents, and others. These services will be procured when in the best interest of the City by a competitive selection process. All contracts for professional services will be in accordance with City approved contracting policies and procedures. FINANCIAL ADVICE It will be standard practice to retain an independent financial advisor on all debt issues of the City. To ensure that there will be no conflict of interest, financial advisors will not be allowed to underwrite debt of the City that they act as a financial advisor for. In addition to the services of an independent financial advisor, the City may retain specialized consultants for complex or unique financing when deemed to be in the best interests of the City. DISCLOSURE AND RECORD KEEPING Official statements and other financial disclosure materials will be prepared based upon industry practices, regulatory requirements, and the Disclosure Guidelines for State and Local Government Securities prepared by the Government Financial Officers Association (GFOA) where applicable. The Finance Division will develop and maintain a central system for all debt related records. At a minimum, this repository will include all official statements, bid documents, ordinances, indentures, and leases for all City debt. To the extent that official transcripts incorporate these documents, possession of the transcript will suffice. ARBITRAGE REBATE COMPLIANCE To the extent required by applicable laws, regulations and bond covenants, the City is responsible for compliance with the arbitrage rebate requirements. The City may use outside experts, including bond counsel, financial advisors, or public accountants, to assist in preparing returns and making payments. The City will~~

~~annually determine any accrued rebate liability and make adequate provision for reserving funds for rebate purposes. INVESTMENT OF PROCEEDS Proceeds of debt issues will be invested in accordance with the City of West Allis Investment Policy, State Law (Chapter 34, Wisconsin Statutes), and legal requirements of the debt issue. Investments will be managed to maximize interest earned with limited risk, subject to legal covenants, liquidity requirements, and tax law limitations. DEBT SERVICE RESERVES Debt service reserves funded by proceeds of debt or available cash may be created to secure debt issues of the City. Since these reserves may be subject to arbitrage rebate, they should be used only when required to market a specific type of debt, achieve a desired credit rating, or provide a needed liquidity source for a debt issue. CREDIT RATING RELATIONS The City will engage two or more bond rating agencies to rate the City debt issue. Information will be submitted to the rating agencies upon their request for issues which have outstanding ratings. The Department of Administration and Finance will inform the credit rating service(s) regarding material changes in financial condition and developing events which may influence outstanding or future ratings. The key factors that will be monitored include Economic, Debt, Administrative, and Fiscal factors. (A detail listing of each may be found in Addendum #5.) All debt management functions will be designed in a manner to maintain or enhance the City's current credit ratings. OPTIONAL REDEMPTION Debt issues will customarily include an option by the City to redeem the outstanding principal after a specific date at a price at or above the par amount of the principal then outstanding. Exceptions will exist for shorter term debt (less than 10 years) for which optional redemption may have an adverse effect on the interest rate or marketability of the debt. The optional redemption terms will be determined based upon the following factors: Special requirements of the City due to program or business requirements. The earliest date at which bonds may be redeemed at the lowest price which does not have a material adverse effect on the price or marketability of the debt issue. Notice of such redemption shall be mailed by registered or certified mail to the registered owners of the City's debt at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All notes for which the City exercises the right of redemption and for which proper notice has been given and adequate funds provided, shall cease to bear interest on the redemption date. REFUNDING PROCEDURES AND PRACTICES The City will consider refunding outstanding debt in order to: achieve interest rate savings restructure principal Limitations imposed by the internal revenue code. Use of reserves. Future financing capacity. Future marketability of City debt. Credit ratings which may be related to the specific circumstances of the refunding. Debt reserves which are released after a refunding shall not be used for operating expenses. ADDENDUM These items may be obtained through the Finance Division, Manager of Finance. Notice and disclosure guidelines. List of entities to notify of significant changes. Definitions of Debt. Definitions of Ratings. Key Analytical Factors. Current~~

~~copy of legislation. Reimbursement Bonds. Debt Fee Schedule. eliminate burdensome covenants with bondholders Refunding undertaken more than 90 days prior to the call date are limited in number by Federal Regulations. Therefore, the benefit should be sufficient to offset the reduced future refunding flexibility. The manner in which savings are realized (up front or on an annual basis) should be determined based on the overall needs of the City. In most instances, up front savings will be used to fund new capital purposes while annual savings will be used to reduce ongoing revenue or appropriations requirements. Refunding involving a restructuring of the principal will be considered if there is no adverse affect on the credit rating or credit perception of the issue, or if the City can achieve a more favorable matching of revenues or other pledged resources to debt service payments. Restructuring of principal will seek to minimize the amount of refunding debt to be issued. Therefore, savings should be sufficient to offset the reduced future refunding flexibility. Refunding undertaken to respond to a change of legal covenants or to make pledged reserves available for other purposes should determine any economic effects to the City as measured by the present value of savings inclusive of cash contributions and debt reserve earnings. Such economic effects include: **Effective Date: 12/17/96**~~

OPERATING RESERVES The maintenance of adequate operating reserves is essential to the financial strength and flexibility of the City as a whole. Adequate operating reserves are an integral part of the financial structure of the City and help make it possible for the City to issue debt. Operating reserves are a significant factor considered in evaluating and assigning credit ratings by the bond rating agencies. The City should maintain the following reserves: The General Fund Balance in an amount equal to 5% of annual General Fund expenditures. The Contingency Fund Balance in an amount equal to 5% of annual General Fund expenditures. A 60 day reserve in enterprise funds in order to meet potential unanticipated needs. All those revenues required by revenue bond indentures are to remain in complete compliance with bond issue covenants.

DEBT LIMITATIONS Wisconsin Statutes, Section 67.03, and Section III, Article XI, of the Wisconsin Constitution limit the City's indebtedness to 5% of the equalized value of taxable property located within the City. The City shall use the following limits to guide issuance of debt: Direct and indirect debt as a percentage of equalized property value will not exceed 3%. (Indirect debt includes any general obligation debt issued by the City but not currently funded through the tax levy.) Debt service shall not exceed 10% of total budgeted revenues. Includes all funds. Overall net direct debt shall be less than \$300 per capita. (Direct debt shall be any debt that is currently repayable through the tax levy.) Indirect debt issues utilizing the taxing authority of the City will be subject to the industry standards as to recommend debt limits. Based on Charter Ordinance No. 15 approved December 20, 1994, no general obligation bonds shall be issued by the City for street improvements or storm sewer projects in a cumulative annual amount in excess of \$2,000,000. Requirements in excess of \$2,000,000 shall

~~be funded on an annual operating basis or be subject to referendum.~~

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0403**

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$26,850,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A**

WHEREAS, the City of West Allis, Milwaukee County, Wisconsin (the "City") is presently in need of approximately \$26,850,000 for public purposes, including paying the cost of street improvement projects, street lighting projects, water system infrastructure, sanitary sewer improvements and a portion of the cost of construction of a new facility for the Department of Public Works (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2024A in the approximate amount of \$26,850,000 (the "Notes") for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Administrator/Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Administrator/Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Administrator/Clerk may determine.

Section 4. Official Statement. The City Administrator/Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2 12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$26,850,000.

SECTION 1: **ADOPTION** "R-2024-0403" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0403(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

July 10, 2024

PRE-SALE REPORT FOR

City of West Allis, Wisconsin

\$26,850,000 General Obligation Promissory Notes, Series 2024A



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Harry Allen, Associate Municipal Advisor
David Ferris, CPA, Senior Municipal Advisor
Todd Taves, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$26,850,000 General Obligation Promissory Notes, Series 2024A (the “Notes”).

Purposes:

The proposed issue includes financing for street improvements, street lighting projects, water system improvements, sewer system improvements, and a department of public works facility. Debt service will primarily be paid from ad valorem property taxes with the water and sewer portions being repaid by revenues of the respective utility.

Authority:

The Notes are being issued pursuant to Wisconsin Statute 67.12(12). The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City’s total General Obligation debt principal outstanding will be approximately \$78.1 million, which is 26% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$221.5 million.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on April 1 in the years 2025 through 2044. Interest will be due every six months beginning April 1, 2025.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2032 or any date thereafter.

Bank Qualification:

Because the City is issuing more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa2”. The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with water and sewer utility revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 10, 2024
Conference with Rating Agency:	July 10, 2024
Due Diligence Call to Review Official Statement:	Week of July 15, 2024
Distribute Official Statement:	July 23, 2024
City Council Meeting to Award Sale of the Notes:	July 30, 2024
Estimated Closing Date:	August 14, 2024

Attachments

Existing G.O. Debt Base Case
 Estimated Sources and Uses of Funds
 Estimated Proposed Debt Service Schedule
 Estimated Financing Plan Tax Impact
 General Obligation Debt Capacity Analysis - Estimated Impact of Financing Plan
 Estimated "All-In" Revenue Debt Coverage
 Bond Buyer Index – 5-year

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Table 1
Existing G.O. Debt Base Case

City of West Allis, WI

Year Ending	Existing Debt																Year Ending
	Total G.O. Debt Payments ¹	G.O. Debt Expense	Bid Premium Deposit	Less: TID 5	Less: TID 6	Less: TID 10	Less: TID 11	Less: TID 14	Less: TID 16	Less: Storm	Less: Sewer	Less: Water	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$250,000 Home	
2024	10,981,328	52,480	(254,761)	(2,010,550)	(156,656)	(108,433)	(440,808)	(170,845)	(430,228)	(100,650)	(1,826,212)	(1,300,254)	4,234,412	5,654,653,400	\$0.75	\$187.21	2024
2025	8,817,821	52,480	(59,503)	(688,096)	(148,710)	(106,833)	(440,018)	(168,765)	(426,153)	(103,450)	(1,689,937)	(1,226,554)	3,812,284	5,881,764,055	\$0.65	\$162.04	2025
2026	8,506,274	52,480	0	(664,356)	(165,378)	(105,558)	(450,263)	(172,074)	(426,853)	(105,675)	(1,673,749)	(1,207,354)	3,587,496	6,117,996,269	\$0.59	\$146.60	2026
2027	7,775,633	52,480		(560,848)	(181,330)	(109,121)	(449,906)	(170,184)	(427,253)	(108,250)	(1,467,029)	(1,101,410)	3,252,782	6,363,716,394	\$0.51	\$127.79	2027
2028	6,954,257	52,480		(516,975)	(171,810)	(107,546)	(369,713)	(168,159)	(427,353)	(110,675)	(1,323,989)	(888,848)	2,921,670	6,619,305,498	\$0.44	\$110.35	2028
2029	5,759,936	52,480		0	(152,250)	(105,866)	(374,670)	(175,916)	(427,153)	(103,100)	(1,207,402)	(719,738)	2,546,320	6,885,159,955	\$0.37	\$92.46	2029
2030	4,922,393	52,480			0	0	(379,225)	(173,488)	(426,653)	(106,050)	(1,069,615)	(624,948)	2,194,895	7,161,692,057	\$0.31	\$76.62	2030
2031	3,906,276	52,480					(378,405)	(170,950)	(430,778)	0	(818,801)	(518,037)	1,641,786	7,449,330,655	\$0.22	\$55.10	2031
2032	3,239,371	52,480					(386,978)	(173,183)	(427,040)		(647,617)	(442,858)	1,214,176	7,748,521,825	\$0.16	\$39.17	2032
2033	2,413,083	52,480					(385,015)	(170,220)	(430,484)		(524,201)	(324,568)	631,075	8,059,729,558	\$0.08	\$19.57	2033
2034	1,621,200	0					(392,580)	(172,093)	(428,508)		(310,356)	(238,869)	78,795	8,383,436,483	\$0.01	\$2.35	2034
2035	1,370,294						(394,515)	(168,760)	(426,049)		(186,341)	(115,834)	78,795	8,720,144,609	\$0.01	\$2.26	2035
2036	1,077,748						(400,793)	(170,215)	(427,945)		0		78,795	9,070,376,112	\$0.01	\$2.17	2036
2037	729,860						(50,625)	(171,313)	(429,128)				78,795	9,434,674,136	\$0.01	\$2.09	2037
2038	680,701						0	(172,125)	(429,781)				78,795	9,813,603,643	\$0.01	\$2.01	2038
2039	78,795							0	0				78,795	10,207,752,284	\$0.01	\$1.93	2039
2040	78,795												78,795	10,617,731,313	\$0.01	\$1.86	2040
2041	78,795												78,795	11,044,176,533	\$0.01	\$1.78	2041
2042	78,795												78,795	11,487,749,285	\$0.01	\$1.71	2042
2043	78,795												78,795	11,949,137,470	\$0.01	\$1.65	2043
2044	78,795												78,795	12,429,056,618	\$0.01	\$1.58	2044
2045	0												0	12,928,250,996	\$0.00	\$0.00	2045
Total	69,228,948	524,795	(314,264)	(4,440,824)	(976,134)	(643,356)	(5,293,511)	(2,568,288)	(6,421,354)	(737,850)	(12,745,250)	(8,709,269)	26,903,643				Total

Notes:

1) Includes the \$1,500,000 Brownfield Revolving Loan.

Legend:

Represents +/- 25% Change over previous year

Table 2 Capital Improvements Financing Plan

City of West Allis, WI

	2024				
	G.O. Notes	Levy (10-years) Portion	Levy (20-years) Portion	Water Portion	Sewer Portion
CIP Projects¹					
Streets	3,600,000	3,600,000			
Street Lighting	1,425,000	1,425,000			
Water	2,900,000			2,900,000	
Sanitary Sewer	1,575,000				1,575,000
DPW Facility	17,250,000		17,250,000		
Subtotal Project Costs	26,750,000	5,025,000	17,250,000	2,900,000	1,575,000
CIP Projects¹	26,750,000	5,025,000	17,250,000	2,900,000	1,575,000
Estimated Issuance Expenses					
Municipal Advisor (Ehlers)	68,200	12,814	43,981	7,392	4,013
Bond Counsel	29,000	5,449	18,701	3,143	1,707
Rating Fee	35,000	6,576	22,571	3,793	2,060
Maximum Underwriter's Discount	12.50 335,625	63,063	216,438	36,375	19,750
Paying Agent	850	160	548	92	50
Issuance costs paid by City	(133,050)	(25,000)	(85,801)	(14,420)	(7,829)
Subtotal Issuance Expenses	335,625	63,063	216,438	36,375	19,750
TOTAL TO BE FINANCED	27,085,625	5,088,063	17,466,438	2,936,375	1,594,750
Estimated Interest Earnings ²	5.38% (239,858)	(45,058)	(154,675)	(26,003)	(14,123)
Assumed spend down (months)	2.00				
Rounding	4,233	1,995	3,238	(372)	(628)
NET BOND SIZE	26,850,000	5,045,000	17,315,000	2,910,000	1,580,000

Notes:

1) Project Total Estimates as provided by City officials on June 13, 2024.

2) Represents the May 2024 Wisconsin LGIP annualized earnings rate.

Table 3
Allocation of Debt Service - 2024 G.O. Notes

City of West Allis, WI

Year Ending	Levy (10-years) Portion				Levy (20-years) Portion			Water Portion			Sewer Portion			Year Ending	Totals		
	Principal	Est. Rate ¹	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total		Principal (4/1)	Interest	Total
2024														2024			
2025	465,000	3.77%	193,867	658,867		763,704	763,704	190,000	116,249	306,249	105,000	63,116	168,116	2025	760,000	1,136,936	1,896,936
2026	300,000	3.72%	156,122	456,122	320,000	669,560	989,560	190,000	95,296	285,296	105,000	51,667	156,667	2026	915,000	972,644	1,887,644
2027	95,000	3.62%	148,823	243,823	680,000	651,300	1,331,300	190,000	88,323	278,323	105,000	47,813	152,813	2027	1,070,000	936,258	2,006,258
2028	230,000	3.60%	142,963	372,963	705,000	626,302	1,331,302	195,000	81,374	276,374	105,000	44,023	149,023	2028	1,235,000	894,661	2,129,661
2029	415,000	3.55%	131,457	546,457	730,000	600,655	1,330,655	195,000	74,402	269,402	105,000	40,269	145,269	2029	1,445,000	846,782	2,291,782
2030	585,000	3.52%	113,795	698,795	755,000	574,409	1,329,409	195,000	67,509	262,509	105,000	36,557	141,557	2030	1,640,000	792,270	2,432,270
2031	735,000	3.51%	90,599	825,599	785,000	547,344	1,332,344	195,000	60,655	255,655	105,000	32,866	137,866	2031	1,820,000	731,465	2,551,465
2032	740,000	3.50%	64,750	804,750	810,000	519,393	1,329,393	195,000	53,820	248,820	105,000	29,186	134,186	2032	1,850,000	667,149	2,517,149
2033	740,000	3.50%	38,850	778,850	840,000	490,518	1,330,518	195,000	46,995	241,995	105,000	25,511	130,511	2033	1,880,000	601,874	2,481,874
2034	740,000	3.50%	12,950	752,950	870,000	460,593	1,330,593	195,000	40,170	235,170	105,000	21,836	126,836	2034	1,910,000	535,549	2,445,549
2035		3.51%			900,000	429,573	1,329,573	195,000	33,335	228,335	105,000	18,156	123,156	2035	1,200,000	481,064	1,681,064
2036		3.55%			935,000	397,181	1,332,181	195,000	26,452	221,452	105,000	14,449	119,449	2036	1,235,000	438,082	1,673,082
2037		3.64%			970,000	362,931	1,332,931	195,000	19,442	214,442	105,000	10,675	115,675	2037	1,270,000	393,047	1,663,047
2038		4.03%			1,005,000	325,026	1,330,026	195,000	11,963	206,963	105,000	6,648	111,648	2038	1,305,000	343,637	1,648,637
2039		4.12%			1,045,000	283,249	1,328,249	195,000	4,017	199,017	110,000	2,266	112,266	2039	1,350,000	289,532	1,639,532
2040		4.24%			1,090,000	238,614	1,328,614							2040	1,090,000	238,614	1,328,614
2041		4.33%			1,140,000	190,825	1,330,825							2041	1,140,000	190,825	1,330,825
2042		4.39%			1,190,000	140,023	1,330,023							2042	1,190,000	140,023	1,330,023
2043		4.45%			1,245,000	86,201	1,331,201							2043	1,245,000	86,201	1,331,201
2044		4.50%			1,300,000	29,250	1,329,250							2044	1,300,000	29,250	1,329,250
Total	5,045,000		1,094,175	6,139,175	17,315,000	8,386,648	25,701,648	2,910,000	820,000	3,730,000	1,580,000	445,036	2,025,036	Total	26,850,000	10,745,859	37,595,859

Notes:

1) Estimated Rate assumes June 13, 2024 "Aa2" rated sale plus 0.50%.

Table 4 Financing Plan Tax Impact

City of West Allis, WI

Year Ending	Existing Debt					Proposed Debt								Year Ending	
	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT) ¹	Annual Taxes		2024 G.O. Notes 26,850,000 Dated: 8/14/2024 Total Prin. and Int.	Abatements		Debt Service Levy		Taxes				
				Tax Rate Per \$1,000	\$250,000 Home		Less: Water	Less: Sewer	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$250,000 Home	Annual Taxes Difference From Existing		
2024	4,234,412		5,654,653,400	\$0.75	\$187.21					4,234,412		\$0.75	\$187	\$0	2024
2025	3,812,284	(422,128)	5,881,764,055	\$0.65	\$162.04	1,896,936	(306,249)	(168,116)	5,234,855	1,000,443	\$0.89	\$223	\$60		2025
2026	3,587,496	(224,788)	6,117,996,269	\$0.59	\$146.60	1,887,644	(285,296)	(156,667)	5,033,178	(201,677)	\$0.82	\$206	\$59		2026
2027	3,252,782	(334,714)	6,363,716,394	\$0.51	\$127.79	2,006,258	(278,323)	(152,813)	4,827,905	(205,273)	\$0.76	\$190	\$62		2027
2028	2,921,670	(331,113)	6,619,305,498	\$0.44	\$110.35	2,129,661	(276,374)	(149,023)	4,625,935	(201,970)	\$0.70	\$175	\$64		2028
2029	2,546,320	(375,350)	6,885,159,955	\$0.37	\$92.46	2,291,782	(269,402)	(145,269)	4,423,431	(202,504)	\$0.64	\$161	\$68		2029
2030	2,194,895	(351,425)	7,161,692,057	\$0.31	\$76.62	2,432,270	(262,509)	(141,557)	4,223,098	(200,333)	\$0.59	\$147	\$71		2030
2031	1,641,786	(553,109)	7,449,330,655	\$0.22	\$55.10	2,551,465	(255,655)	(137,866)	3,799,730	(423,369)	\$0.51	\$128	\$72		2031
2032	1,214,176	(427,610)	7,748,521,825	\$0.16	\$39.17	2,517,149	(248,820)	(134,186)	3,348,319	(451,411)	\$0.43	\$108	\$69		2032
2033	631,075	(583,101)	8,059,729,558	\$0.08	\$19.57	2,481,874	(241,995)	(130,511)	2,740,442	(607,876)	\$0.34	\$85	\$65		2033
2034	78,795	(552,280)	8,383,436,483	\$0.01	\$2.35	2,445,549	(235,170)	(126,836)	2,162,338	(578,105)	\$0.26	\$64	\$62		2034
2035	78,795	(0)	8,720,144,609	\$0.01	\$2.26	1,681,064	(228,335)	(123,156)	1,408,368	(753,970)	\$0.16	\$40	\$38		2035
2036	78,795	0	9,070,376,112	\$0.01	\$2.17	1,673,082	(221,452)	(119,449)	1,410,976	2,609	\$0.16	\$39	\$37		2036
2037	78,795	0	9,434,674,136	\$0.01	\$2.09	1,663,047	(214,442)	(115,675)	1,411,726	750	\$0.15	\$37	\$35		2037
2038	78,795	0	9,813,603,643	\$0.01	\$2.01	1,648,637	(206,963)	(111,648)	1,408,821	(2,905)	\$0.14	\$36	\$34		2038
2039	78,795	0	10,207,752,284	\$0.01	\$1.93	1,639,532	(199,017)	(112,266)	1,407,044	(1,778)	\$0.14	\$34	\$33		2039
2040	78,795	0	10,617,731,313	\$0.01	\$1.86	1,328,614	0	0	1,407,409	365	\$0.13	\$33	\$31		2040
2041	78,795	0	11,044,176,533	\$0.01	\$1.78	1,330,825	0	0	1,409,620	2,211	\$0.13	\$32	\$30		2041
2042	78,795	0	11,487,749,285	\$0.01	\$1.71	1,330,023	0	0	1,408,818	(802)	\$0.12	\$31	\$29		2042
2043	78,795	0	11,949,137,470	\$0.01	\$1.65	1,331,201	0	0	1,409,996	1,178	\$0.12	\$29	\$28		2043
2044	78,795	0	12,429,056,618	\$0.01	\$1.58	1,329,250	0	0	1,408,045	(1,951)	\$0.11	\$28	\$27		2044
2045	0	(78,795)	12,928,250,996	\$0.00	\$0.00	0	0	0	0	(1,408,045)	\$0.00	\$0	\$0		2045
Total	26,903,643					37,595,859	(3,730,000)	(2,025,036)					975	Total	

Notes:

1) Projected TID OUT EV based on 5-year average at 4.02% annual inflation.

Table 5**General Obligation Debt Capacity Analysis - Impact of Financing Plan***City of West Allis, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2023	5,991,356,600	299,567,830	62,184,392	21%
2024	6,242,789,554	312,139,478	52,707,668	17%
2025	6,504,774,130	325,238,707	45,138,853	14%
2026	6,777,753,137	338,887,657	37,683,708	11%
2027	7,062,187,967	353,109,398	30,773,426	9%
2028	7,358,559,373	367,927,969	24,505,539	7%
2029	7,667,368,286	383,368,414	19,269,992	5%
2030	7,989,136,658	399,456,833	14,741,727	4%
2031	8,324,408,344	416,220,417	11,123,547	3%
2032	8,673,750,024	433,687,501	8,085,002	2%
2033	9,037,752,159	451,887,608	5,806,087	1%
2034	9,417,029,988	470,851,499	4,276,802	1%
2035	9,812,224,570	490,611,229	2,972,145	1%
2036	10,224,003,867	511,200,193	1,937,114	0%
2037	10,653,063,872	532,653,194	1,231,706	0%
2038	11,100,129,787	555,006,489	560,921	0%
2039	11,565,957,247	578,297,862	484,755	0%
2040	12,051,333,596	602,566,680	408,208	0%
2041	12,557,079,224	627,853,961	331,278	0%
2042	13,084,048,947	654,202,447	253,962	0%
2043	13,633,133,452	681,656,673	176,259	0%
2044	14,205,260,809	710,263,040	98,166	0%

Proposed Debt				
Combined Principal Existing				Year
2024 G.O. Notes	& Proposed	% of Limit	Residual Capacity	Ending
	\$62,184,392	21%	\$237,383,438	2023
26,850,000	\$79,557,668	25%	\$232,581,810	2024
26,090,000	\$71,228,853	22%	\$254,009,854	2025
25,175,000	\$62,858,708	19%	\$276,028,948	2026
24,105,000	\$54,878,426	16%	\$298,230,972	2027
22,870,000	\$47,375,539	13%	\$320,552,430	2028
21,425,000	\$40,694,992	11%	\$342,673,423	2029
19,785,000	\$34,526,727	9%	\$364,930,106	2030
17,965,000	\$29,088,547	7%	\$387,131,870	2031
16,115,000	\$24,200,002	6%	\$409,487,500	2032
14,235,000	\$20,041,087	4%	\$431,846,521	2033
12,325,000	\$16,601,802	4%	\$454,249,697	2034
11,125,000	\$14,097,145	3%	\$476,514,083	2035
9,890,000	\$11,827,114	2%	\$499,373,080	2036
8,620,000	\$9,851,706	2%	\$522,801,487	2037
7,315,000	\$7,875,921	1%	\$547,130,568	2038
5,965,000	\$6,449,755	1%	\$571,848,107	2039
4,875,000	\$5,283,208	1%	\$597,283,472	2040
3,735,000	\$4,066,278	1%	\$623,787,683	2041
2,545,000	\$2,798,962	0%	\$651,403,485	2042
1,300,000	\$1,476,259	0%	\$680,180,414	2043
0	\$98,166	0%	\$710,164,874	2044

Notes:

1) Projected TID IN EV based on 5-year average at 4.20% annual inflation.

Table 6**"All-In" Revenue Debt Coverage - Impact of Financing Plan***City of West Allis, WI*

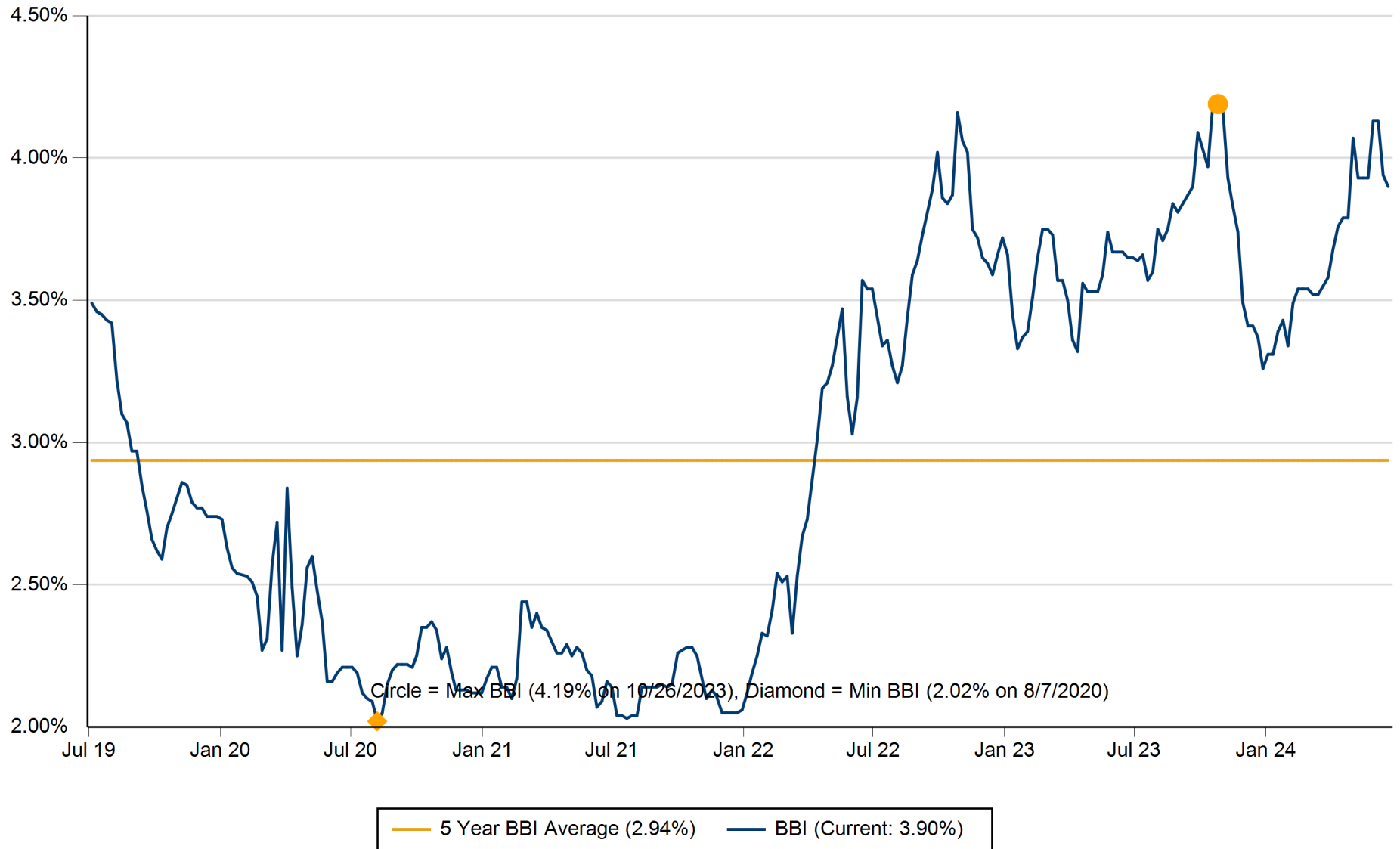
Year	Water Debt Service					Sewer Debt Service					Year
	Existing Debt	Proposed Debt	Total	Debt Coverage ¹	D.S. Capacity	Existing Debt	Proposed Debt	Total	Debt Coverage	D.S. Capacity	
	\$1,941,104 @ 1x 2022 Net Revenues					\$4,864,150 @ 1x 2022 Net Revenues					
2024	1,300,254	0	1,300,254	1.49	640,850	1,826,212	0	1,826,212	2.66	3,037,938	2024
2025	1,226,554	306,249	1,532,803	1.27	408,301	1,689,937	168,116	1,858,053	2.62	3,006,097	2025
2026	1,207,354	285,296	1,492,649	1.30	448,455	1,673,749	156,667	1,830,415	2.66	3,033,735	2026
2027	1,101,410	278,323	1,379,733	1.41	561,371	1,467,029	152,813	1,619,842	3.00	3,244,308	2027
2028	888,848	276,374	1,165,221	1.67	775,883	1,323,989	149,023	1,473,012	3.30	3,391,138	2028
2029	719,738	269,402	989,140	1.96	951,964	1,207,402	145,269	1,352,671	3.60	3,511,479	2029
2030	624,948	262,509	887,457	2.19	1,053,647	1,069,615	141,557	1,211,172	4.02	3,652,978	2030
2031	518,037	255,655	773,692	2.51	1,167,412	818,801	137,866	956,667	5.08	3,907,483	2031
2032	442,858	248,820	691,678	2.81	1,249,426	647,617	134,186	781,803	6.22	4,082,347	2032
2033	324,568	241,995	566,563	3.43	1,374,542	524,201	130,511	654,712	7.43	4,209,438	2033
2034	238,869	235,170	474,039	4.09	1,467,065	310,356	126,836	437,192	11.13	4,426,958	2034
2035	115,834	228,335	344,169	5.64	1,596,935	186,341	123,156	309,497	15.72	4,554,653	2035
2036	0	221,452	221,452	8.77	1,719,652	0	119,449	119,449	40.72	4,744,701	2036
2037		214,442	214,442	9.05	1,726,663		115,675	115,675	42.05	4,748,476	2037
2038		206,963	206,963	9.38	1,734,141		111,648	111,648	43.57	4,752,502	2038
2039		199,017	199,017	9.75	1,742,087		112,266	112,266	43.33	4,751,884	2039
2040		0	0	N/A	1,941,104		0	0	N/A	4,864,150	2040
Total	8,709,269	3,730,000	12,439,270			12,745,250	2,025,036	14,770,286			Total

Notes:

1) Accounts for the PILOT payment of \$854,107.

5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates June, 2019 - June, 2024



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Common Council Rules of Procedure

(Repeal Policies [301](#), [302](#), [303](#), [304](#), [309](#), and [310](#) and [MCO Chapter 3](#))

The council establishes the following rules of conduct pursuant to Wis. Stat. 62.11(3)(e). Any members of the council or other persons present during its meetings may be subject to fine for disorderly behavior pursuant to Wis. Stat. 62.11(3)(c). Any members of the council may be subject to fine or expulsion for neglect of duty pursuant to Wis. Stat. 62.11(3)(a).

(1) General

(a) Use of City Email. Members should use City email for City business and should avoid using personal email to conduct City business.

(b) Communications

1. City Staff. Members shall not direct specific action by any city employee. Members may contact the mayor or a department head with requests for specific action.
2. Interacting with the Public. Members should hold themselves to the highest levels of honesty and integrity when interacting with the public.
3. Media. Members may express to media members a personal opinion on any City matter only if the member alerts the person that their statement is a personal opinion and not the City's official position.

(2) Open Meetings. The council establishes the following rules which shall apply during any meeting of the common council, the committee of the whole, a standing committee, or an ad hoc committee.

(a) Appearance. Members should dress appropriately when appearing at meetings of the common council or any committee of the council. Business casual attire such as collared shirts, blouses, sweaters, dress slacks, skirts, dresses, or similar attire are acceptable. Jeans, t-shirts, shorts, athletic wear, and similar attire are not acceptable.

(b) Appearing Remotely. With the consent of the presiding officer, a person may attend a meeting of that governmental body using telephonic or video conferencing. If the person attending is a member of the body, the type of technology used shall display or project the member's voice and image, if any, so any person who wishes to observe the proceedings is reasonably able to do so. The member appearing under this provision may participate to the same extent as though the member was appearing in person.

(c) Communication. Members should engage in courteous, respectful debate, avoiding hostility or defamation, or disrespect of opinions. Members should avoid publicly criticizing city employees and officials. Members may privately direct criticism of city employees and officials to a department head or the mayor.

(d) Closed Sessions. When a City governmental body adopts a motion to convene in closed session under Wis. Stat. 19.85, no business may be taken up at any closed session until only eligible persons remain at the meeting. Any person who is not eligible to remain in the meeting during closed session shall leave the meeting.

1. The following persons may remain at a meeting in closed session:

- a. The members of the governmental body or a parent body of that governmental body. Pursuant to Wis. Stat. § 19.89, if a member has an existing or potential interest in a claim, lawsuit or other legal action against the City, that member shall be excluded from any closed session meeting of a committee of the common council during the time while that claim, lawsuit, or other legal action is discussed.
 - b. City employees, agents, and contractors whom the governmental body wishes to include in the closed session.
- 2. During a closed session meeting, no persons present may audio or video record the proceedings.
- 3. After a closed session meeting concludes, no persons present at that closed session meeting or privy to any information discussed during that closed session may discuss the content of the closed session or the information that person received during closed session with anyone other than those who were in the closed session or those who were eligible to be in the closed session meeting.
- 4. Elected officials who were present during a closed session may disclose to ineligible persons their own thoughts on any topic publicly noticed for closed session as long as they do not disclose in that process any information they received during the closed session. Any other persons who were present during a closed session may only disclose their own thoughts on any topic publicly noticed for closed session to others who were present or eligible to be present during the closed session.
- (e) Delegation to City Clerk. The council delegates to the clerk the task of preparing and publishing agendas in advance of each meeting.
- (f) Parliamentary Procedure. The common council adopts Roberts Rules of Order, as it may be amended from time to time, as its parliamentary procedure for all meetings of the common council and its committees, except as provided by law or these rules. The presiding officer of each body may appoint a parliamentarian or consult with the city attorney for advice on parliamentary procedure.
- (g) Germaneness. Any business that is not related to the operations of the City or the statutory authority of the common council should not be considered, including any of the following:
 - 1. The support of or opposition to political parties, candidates, or ideological movements.
 - 2. Position statements on state, federal or international issues that do not uniquely impact the City.
 - 3. Statements supporting or condemning the actions or positions of businesses, organizations, or groups unless directly related to the City.
- (h) Decorum. The presiding officer should maintain order and decorum during any meeting and may exclude any person who engages in disorderly behavior.
 - 1. Any noise created by persons attending the meeting that is loud enough to disrupt the proceeding is disorderly behavior.

2. During public comment, any statement that is slanderous, profane, offensive, or directed to any person other than a member of the council is disorderly behavior.
 3. The display of a sign or similar device in a manner that interferes with the ability for any other person to observe the proceedings is disorderly behavior.
 4. The use of cameras, sound recording devices, and supplemental lighting in a way that interferes with proceedings is disorderly behavior. To the extent possible, the presiding officer should direct any person wishing to record the proceedings to a location that does not interfere with proceedings but allows the person to record the substance of the proceedings.
- (i) Finalizing Pending Matters. A motion to receive and place on file shall have the same effect as a motion to postpone indefinitely. From time to time, the clerk may place old business items that do not appear to have potential future action on a consent agenda with a recommendation to receive and place on file.
- (3) Common Council Meetings
- (a) Introduction of Business. New matters for a common council agenda are limited to the following forms and may be introduced only by the persons identified below.
1. Ordinances submitted by an alderperson.
 2. Resolutions submitted by an alderperson, the city administrator, or a department head.
 3. Communications, reports, and discussions submitted by an alderperson, the city administrator, a department head, or the mayor.
 4. Information and recommendations from the mayor pursuant to Wis. Stat. 62.09(8)(b).
 5. Claims filed pursuant to Wis. Stat. 893.80.
 6. Applications for licenses and permits for which common council approval is necessary to issue.
- (b) Order of Business. Subject to alteration by the mayor or the common council, each agenda of a common council meeting should follow the order below.
1. Roll Call. The clerk or presiding officer should call the roll of the members of the Council alphabetically, and the names of those present and those absent shall be recorded in the proceedings of the Council.
 2. Pledge of Allegiance.
 3. Public Hearings. The council may hold any public hearings required by law or requested by the council. City employees or agents may present the information relevant to the public hearing and receive questions from the council during or after the presentation. Thereafter, any member of the public may speak to the matter of the public hearing, ask questions of the presenter or council, and receive information.
 4. Public Comment. Pursuant to Wis. Stat. 19.84(2), the common council may allow for a period of public comment, during which the council may receive information from members of the public for a period of up to 30 minutes with no more than 3 minutes allocated to any speaker. Although the council may

discuss any matter raised by the public pursuant to Wis. Stat. 19.83(2), the council will not discuss any matter unless it appears on the agenda.

Members should avoid reacting in any manner that could be perceived as partiality, prejudice, or disrespect when receiving public comment during common council meetings.

5. Announcement of Recess Meetings. The presiding officer of the council shall publicly announce the time, place, and subject matter of any standing committee meetings that will take place during a recess of the council meeting.
6. Mayor's Report.
7. Alderpersons' Reports.
8. Approval of minutes.
9. Standing committee reports.
10. Presentation of Vetoes. If the mayor timely vetoes any act of the council pursuant to Wis. Stat. 62.09(8)(c), the clerk shall present the mayor's objections to the council at its next meeting.
11. Consent Agenda. The clerk should place any items that are routine in nature and are unlikely to generate discussion or dissent on the consent agenda. All other items should be placed on the agenda under the standing committee recess meetings to which the content of that item most appears to relate. Before voting on the consent agenda:
 - a. An alderperson may request a separate vote on any matter
 - b. The council may refer any matter to a committee
12. Recess meetings.
13. Standing Committee Recess Meeting Reports.
14. Adjournment

(c) Voting

1. Majority Vote. Unless required by law, a simple majority of the members present is required to take official action on any item.
 2. Sequence. The clerk shall call the roll at each meeting in a descending alphabetical sequence commencing in order and continuing at each subsequent meeting with the next name in such order and ending with the name of the member who voted first at the preceding meeting.
 3. Roll Calls. On any of the following matters, the vote shall be by ayes and noes:
 - a. Passing ordinances
 - b. Adopting resolutions
 - c. Confirming mayoral appointments
 - d. Any matter for which an alderperson calls division.
- (4) Committee of the Whole Meetings. All alderpersons shall be members of the committee of the whole. The council president shall preside at meetings of the committee of the whole. The committee of the whole may convene upon the motion and second of any member and a majority vote of the Council or upon the call of the council president. The Committee may consider any matter referred to it.

(5) Standing Committee Meetings

- (a) Appointment. The mayor shall appoint 5 alderpersons to each committee and appoint the chair and vice chair from within each committee's membership.
- (b) Establishment. The Council shall have four standing committees described below, and each committee should focus on the matters described.

1. Administration Committee.

- a. Any matters primarily assigned to the city administrator, assistant city administrator, city assessor, city attorney, city clerk, city treasurer, communications director, finance director/comptroller, and information technology director, including the confirmation of the appointment of those city officers, as applicable.
- b. Any matters related to the board of review, civil service commission, employee benefit committee, ethics board, library board, and tourism commission including the confirmation of the appointment of those city officers, as applicable.
- c. Litigation and claims filed under Wis. Stat. 893.80.

2. Economic Development Committee

- a. Any matters primarily assigned to the development executive director and planning and zoning manager, including the confirmation of the appointment of those city officers, as applicable.
- b. Any matters related to the business improvement districts, community development authority (and resident advisory board), community development block grant committee, economic development loan task force, and plan commission, including the confirmation of the appointment of those city officers, as applicable.
- c. Granting or denying new business licenses issued by the city clerk.
- d. Purchasing or conveying title to real estate.

3. Public Safety Committee

- a. Any matters primarily assigned to the code enforcement director, fire chief, police chief, and health commissioner, including the confirmation of the appointment of those city officers, as applicable.
- b. Any matters related to the administrative review appeals board, board of zoning appeals, board of health, commission on aging, fair housing board, historical commission, and board of police and fire commissioners, including the confirmation of the appointment of those city officers, as applicable.
- c. Granting or denying new operators' licenses under Wis. Stat. 125.17 and hearing all matters involving existing licenses.
- d. Ordinances regulating persons, vehicles (except parking regulations), real property, and public nuisances.

4. Public Works Committee

- a. Any matters primarily assigned to the city engineer or public works director, including the confirmation of the appointment of those city officers, as applicable.

- b. Any matters related to the beautification commission and capital improvement commission, including the confirmation of the appointment of those city officers, as applicable.
 - c. All duties of the public works board under Wis. Stat. 62.14.
 - d. Management of city-owned real estate.
 - e. Vehicle parking regulations and street signage.
 - f. Sanitary sewers, storm sewers, water, claims related to sewer or water rates, streets, sidewalks, alleys, street lighting, bridges, under passes, grades, public utilities, purchases, cemeteries, railroads, garbage, rubbish, weed control, public buildings, parking utility, forestry, public grounds, recycling and solid waste, and parks Committee.
- (6) Ad Hoc Committee Meetings. The mayor or the council may establish an ad hoc committee. The person or entity creating the ad hoc committee shall appoint its members, appoint a chair, and designate the specific purpose for which it is created. An ad hoc committee should meet at the call of its chair and shall cease to exist after it completes all tasks related to its specified purpose.



July 10, 2024

Re: Communication Regarding “It’s Your City” Print Newsletter

To the Honorable West Allis Common Council:

As you know, the Marketing & Engagement Department (formerly Communications) has been responsible for preparing “It’s Your City,” our print newsletter, for many years. In 2015 this piece was cited by 65% of residents as their preferred form of City communication (by comparison, only 32% preferred the City’s website at that time.)

“It’s Your City” was changed from a two-color mailer to a four-color magazine in 2017. This new format was honored in 2018 with the City-County Communication & Marketing Association (3CMA)’s Savvy Award, honoring exemplary municipal communications.

In the 2019 Citizen Survey, sentiments towards the print newsletter had changed to align with evolving reliance on digital communications. In this survey, only 58% of respondents favored the print newsletter while 51% favored the City’s website. 39% preferred the City’s monthly digital e-newsletter, which continues to grow in popularity in conjunction with the over 94% of West Allis residents who have access to broadband in their homes. Today it is sent to over 1,200 subscribers, the majority of whom are over age 65.

Preparing and producing the print publication is extremely demanding on both staff time and budget. Each print issue of “It’s Your City” requires over 150 hours of cross-departmental staff time and costs approximately \$17,000 for printing and mailing, over \$34,000 annually. On July 14, 2024, the United States Postal Service will implement its sixth postage increase since 2021, raising the cost by five cents per first-class mailed piece. In addition to rising postage prices, printing fees have increased 3% since 2022 due to rising material and labor costs.

As City demographics trend younger (the median resident age now being 38.7) and more and more residents prefer to engage with the City electronically, combined with the skyrocketing costs of printing and mailing and continued budgetary limitations the City is facing, we recommend realigning staff time and budget to more impactful and measurable engagement efforts.

The City will continue to engage residents per our Mission “to provide cost-effective municipal services consistent with the needs and desires of the community” and in alignment with our 2022 – 2026 Strategic Plan focus area of Finance as we ensure we are “fiscally responsible and aligning organizational resources with the needs of the community.” To better allocate our resources and enhance our communication strategies, we plan to pivot our outreach efforts. We aim to expand and diversify our methods of connecting with residents through the following initiatives:

- Transitioning away from the “It’s Your City” print newsletter, with its final publication planned for 2024.
- Smaller, more timely print mailings of events information and garbage/recycling guidelines to ensure reach to residents regardless of digital adoption.
- Leveraging of quarterly utility bill mailings to include timely information and community updates.

July 10, 2024

- Exploring use of assessor and sales data to proactively reach out to new homeowners.
- Continued participation by key departments at A La Carte, West Allis Night Out, and other in-person, community-focused events.
- Partnership with Neighborhood Services Specialist to provide information to Neighborhood Associations and expanded marketing of community conversations.
- The implementation of an app and mobile responsive website to make City information and resources ADA accessible, multi-lingual, and easier for users to find in real-time.
- Expanded use of social media to include video and exploration of new platforms to ensure best practices for engagement.
- Expanded use of the City's YouTube channel, where the largest audience sector is over age 65.
- Realignment of internal staff committees to support customer outreach and experience.
- Partnership with marketing agency to promote City brand, events and destination in a variety of media and channels.
- Ongoing surveys and feedback opportunities to ensure City outreach is meeting the needs of residents, businesses and visitors.

Marketing & Engagement thanks the Council for its long-standing support of "It's Your City" as we look forward to focusing on other impactful opportunities to engage residents and continue our work to become the preferred destination for visitors, residents and businesses.

Sincerely,



Jenny Kosek

Marketing & Engagement Director

July 10, 2024

Jeffrey A. Pitman
Board Certified Civil Trial Specialist
By the National Board of Trial Advocacy
Licensed in WI, NM, IA & IL
Howard S. Sicula
Richard G. Kalkhoff
Court Commissioner
M. Angela Dentice

PKSD

PITMAN, KALKHOFF, SICULA & DENTICE

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Luke D. Mayefske
Katherine E. Metzger
Licensed in WI & NM
Kristen B. Odijk
Licensed in WI & FL

To: Rebecca Grill
West Allis City Clerk
City Hall, Rm 108-110
7525 W Greenfield Ave
West Allis, Wisconsin 53214


NOTICE OF INJURY PURSUANT TO SECTION 893.80(1d)(a), WIS. STATS.
FILED BY AMIR AL-MAJID

Please take notice that Amir Al-Majid sustained injuries and property damage on April 7, 2023 when a 2010 Nissan Altima owned and operated by Al-Majid was struck in the rear by a 2014 Subaru Outback operated by Lane Olson at the intersection of N. 35th Street and Highland Avenue in Milwaukee, Wisconsin. The Subaru Outback operated by Olson at the time of the collision is owned by the City of West Allis and, at the time of the collision, Lane Olson was acting in his official capacity as a City of West Allis police officer.

The collision was caused by the negligence of Lane Olson, a City of West Allis employee.

This Notice of Injury is served on the City of West Allis on behalf of Amir Al- Majid who is an adult residing at 3401 W. Kilbourn Avenue, Apartment 25, Milwaukee, Wisconsin 53208. Please send a written acknowledgement of this Notice of Injury. The undersigned is the attorney for Amir Al-Majid and is, therefore, authorized by statute to serve this Notice of Injury on his behalf.

Dated at West Allis, Wisconsin this 23rd day of May 2023.

By: 
Samuel M. Killian
State Bar No. 1122161

CITY OF WEST ALLIS
23 MAY '23 PM 1:40

Jeffrey A. Pitman

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Kristen B. Odijk

Licensed in WI & FL

Samuel M. Killian

August 2, 2023

TO: City of West Allis
c/o City Clerk
City Hall, Rm. 108-110
7525 W. Greenfield Ave.
West Allis, WI 53214

NOTICE OF CLAIM AND CLAIM FOR DAMAGES OF AMIR AL-MAJID
PURSUANT TO SECTION 893.80(1d)(b), WIS. STATS.

Please be advised that the claimant, Mr. Amir Al-Majid, 3401 W. Kilbourn Ave., Apt. #25, Milwaukee WI 53208, hereby gives Notice of a Claim and Claim for Damages concerning all matters relating to injuries he sustained as a result of a motor vehicle collision, the details of which are as follows:

DATE: April 7, 2023 at approximately 2:00 pm

LOCATION: N. 35th St., just North of the intersection with W. Highland Blvd.,
City of Milwaukee, County of Milwaukee

CIRCUMSTANCES:

On April 7, 2023, Mr. Al-Majid was traveling southbound on N. 35th Street when he stopped at the stoplight at the intersection of W. Highland Blvd. in the City of Milwaukee, County of Milwaukee, State of Wisconsin. While waiting at the stoplight, he was suddenly and unexpectedly rear-ended by an undercover police vehicle that was also travelling southbound on N. 35th Street. The undercover police vehicle, VIN #4S4BRCLC0E3201825, was being driven by Mr. Lane David Olson, who was, upon information and belief, acting in the course and scope of his employment as a police officer and employee of the West Allis Police Department, Milwaukee County.

At all times material herein, Mr. Olson negligently operated his vehicle by, including but not limited to, failing to maintain control of his vehicle, failing to exercise due care, failing to maintain proper lookout, failing to brake, failing to see an object in plain sight and travelling too fast. As a result of his negligence, Mr. Olson caused property damage to the vehicle Mr. Al-Majid was driving and caused Mr. Al-Majid to sustain bodily injuries, which required medical care and treatment.

The City of West Allis and the West Allis Police Department, through its employees, agents, contractors, and/or subcontractors are hereby notified that Mr. Al-Majid hereby makes a claim against the City of West Allis and Mr. Olson, both individually and in his capacity as an agent/employee of the City of West Allis and the West Allis Police Department, for recovery of damages suffered by Mr. Al-Majid as itemized below:

Past Medical Expenses: \$ 6,715.00
Past Pain and Suffering: \$ 15,000.00
DEMAND FOR DAMAGES: \$ 21,715.00

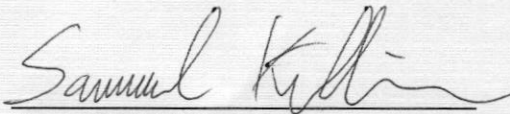
A scanned copy of the demand package detailing the full extent of Mr. Al-Majid's bodily injuries and medical treatment to date is enclosed herein along with this Notice.

The undersigned is the attorney for Mr. Al-Majid and is, therefore, authorized by statute to serve this Notice of Claim and Claim for Damages on his behalf.

Please send a written acknowledgement of your receipt of this Notice of Claim and Claim for Damages at your earliest convenience.

Dated: 8/2/23

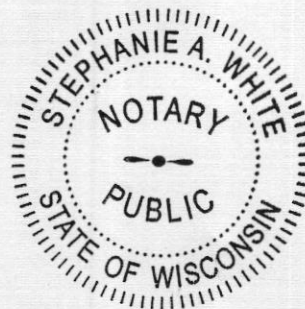
Subscribed and sworn to before me this 2nd day of August, 2023.



Samuel M. Killian
State Bar No. 1122161
Attorney for Claimant, Amir Al-Majid



Notary Public, State of Wisconsin
My commission: 10/23/24



STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

Amir Al-Majid et al vs. Lane David Olson et al

**Electronic Filing
Notice**

Case No. 2024CV000621

Class Code: Personal Injury/Automobile

FILED

01-24-2024

Anna Maria Hodges

Clerk of Circuit Court

2024CV000621

Honorable David

Borowski-12

Branch 12

CITY OF WEST ALLIS C/O CITY CLERK
ROOM 108-110
7525 W. GREENFIELD AVENUE
MILWAUKEE WI 53214

3:30pm / ME
FILED
TIME 3:30 PM DATE 1/24/24
() PERSONAL () SUBSTITUTE
() POSTED () CORPORATE

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Pro Se opt-in code: a204cc

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: January 24, 2024

FILED

01-24-2024

Anna Maria Hodges

Clerk of Circuit Court

Eau Claire County

Honorable David

Borowski-12

Branch 12

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

AMIR AL-MAJID,
3401 W. Kilbourn Avenue, Apt. #25
Milwaukee, Wisconsin 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR
MGSMFG GROUP HEALTH BENEFIT PLAN,
c/o Registered Agent: CT Corporation System
301 S. Bedford Street, Suite #1
Madison, Wisconsin 53703

UNITEDHEALTHCARE INSURANCE COMPANY,
c/o Registered Agent: CT Corporation System
301 S. Bedford Street, Suite #1
Madison, Wisconsin 53703

Involuntary Plaintiffs,

v.

LANE DAVID OLSON,
N9346 Beulah Park Road
East Troy, Wisconsin 53210, and

CITY OF WEST ALLIS
c/o City Clerk
City Hall, Room 108-110
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To Each Person Named Above as an Involuntary Plaintiff or Defendant,

YOU ARE HERBY 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 forty-five (45) days after 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 to or delivered to the Circuit Court for Milwaukee County, whose address is 901 N. Ninth Street, Room 104, Milwaukee, Wisconsin 53233, and to the Plaintiff's attorneys, Pitman, Kalkhoff, Sicola & Dentice, S.C., whose address is 1110 North Dr. Martin Luther King Jr. Drive, Suite #320, Milwaukee, Wisconsin, 53203. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) 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.

Dated at Milwaukee, Wisconsin, this 24th day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
Samuel M. Killian
SBN: 1122161

POST OFFICE ADDRESS:

sam@pkds.com
1110 North Dr. Martin Luther King Jr. Drive, Suite 320
Milwaukee, WI 53203
Phone: 414.212.0000
Facsimile: 414.212.0004

FILED
01-24-2024
Anna Maria Hodges
Clerk of Circuit Court
ECONOMY
HONORABLE DAVID
BOROWSKI-12
BRANCH 12

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

AMIR AL-MAJID,
3401 W. Kilbourn Avenue, Apt. #25
Milwaukee, Wisconsin 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR
MGSMFG GROUP HEALTH BENEFIT PLAN,
c/o Registered Agent: CT Corporation System
301 S. Bedford Street, Suite #1
Madison, Wisconsin 53703

UNITEDHEALTHCARE INSURANCE COMPANY,
c/o Registered Agent: CT Corporation System
301 S. Bedford Street, Suite #1
Madison, Wisconsin 53703

Involuntary Plaintiffs,

v.

LANE DAVID OLSON,
N9346 Beulah Park Road
East Troy, Wisconsin 53210, and

CITY OF WEST ALLIS
c/o City Clerk
City Hall, Room 108-110
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Defendant.

COMPLAINT

NOW COMES the Plaintiff, AMIR AL-MAJID, by and through his attorneys, Pitman, Kalkhoff, Sricula & Dentice, S.C., by Attorney Samuel Killian, as and for a complaint against the above-named Defendant, alleges and shows to the Court as follows:

1. That at all times material herein, the Plaintiff, AMIR AL-MAJID (hereinafter “AMIR”), is an adult citizen of the State of Wisconsin, who resides 3401 W. Kilbourn Ave., Apt. #25, Milwaukee, WI 53208.

2. The Involuntary Plaintiff, HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR MGSMMFG GROUP HEALTH BENEFIT PLAN, (hereinafter “HUMANA”), is a corporation authorized to and doing substantial business in the State of Wisconsin, with offices of its registered agent, CT Corporation System, located at 301 S. Bedford St., Ste. #1, Madison, WI 53703. Upon information and belief, the Involuntary Plaintiff, HUMANA, may have paid medical bills on behalf of the Plaintiff, AMIR, for injuries he sustained in the accident that is subject of this lawsuit and may be so obligated in the future; therefore, the Involuntary Plaintiff, HUMANA, may have a subrogated interest to the extent of its payments subject to applicable federal and/or state laws. By reason of such payments, said Involuntary Plaintiff is a proper party under Wis. Stats. § 803.03. If Involuntary Plaintiff, HUMANA, fails to answer, the Plaintiff, AMIR, asks that an Order for Default Judgment and Dismissal with Prejudice be entered against this Involuntary Plaintiff without any further notice.

3. The Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY (hereinafter “UNITEDHEALTHCARE”), is a corporation authorized to and doing substantial business in the State of Wisconsin, with offices of its registered agent, CT Corporation System, located at 301 S. Bedford St., Ste. #1, Madison, WI 53703. Upon information and belief, Involuntary Plaintiff, UNITEDHEALTHCARE, may have paid medical bills on behalf of the Plaintiff, AMIR, for injuries he sustained in the accident that is subject of this lawsuit and may be so obligated in the future; therefore, the Involuntary Plaintiff, UNITEDHEALTHCARE, may have a subrogated interest to the extent of its payments subject to applicable federal and/or state laws. By reason of such payments, said Involuntary Plaintiff is a proper party under Wis. Stats. § 803.03. If Involuntary

Plaintiff, UNITEDHEALTHCARE, fails to answer, the Plaintiff, AMIR, asks that an Order for Default Judgment and Dismissal with Prejudice be entered against this Involuntary Plaintiff without any further notice.

4. That upon information and belief, the Defendant, LANE DAVID OLSON, (hereinafter "LANE"), is an adult citizen of the State of Wisconsin who resides at N9346 Beulah Park Rd., East Troy, WI 53210. At the time of the crash that is the subject of this action and at all times material herein, LANE was an employee of the Defendant, CITY OF WEST ALLIS, and was acting within the course and scope of his employment.

5. That upon information and belief, at all times material, the Defendant, CITY OF WEST ALLIS (hereinafter "WEST ALLIS"), is a municipal entity organized and existing pursuant to the laws of the State of Wisconsin with offices of the City Clerk located at City Hall, Room #108-110, 7525 Greenfield Ave., West Allis, WI 53214.

FIRST CAUSE OF ACTION – NEGLIGENCE

6. The Plaintiff, AMIR, realleges and incorporates herein by reference Paragraphs 1-5 above.

7. On April 7, 2023, in the city of Milwaukee, Milwaukee County, Wisconsin, the Plaintiff, AMIR, was stopped at the stop light at the intersection of N. 35th St. and W. Highland Blvd. facing Southbound when he was unexpectedly rear-ended by an undercover police vehicle driven by LANE during the course of his employment for WEST ALLIS.

8. The collision was caused by the negligence of LANE, an employee of the Defendant, WEST ALLIS, in ways including, but not limited to, driving inattentively, failing to maintain a proper lookout, failing to maintain safe speed, failing to maintain control of his vehicle, failing to yield the right of way and failing to exercise ordinary care thereby causing the crash and the injuries to AMIR.

9. The foregoing act of negligence on the part of LANE, as an employee of the Defendant, WEST ALLIS, were the direct and proximate cause of the accident of April 7, 2023, and the injuries and damages sustained by the Plaintiff, AMIR.

10. That the aforementioned negligence by the employee of the Defendant, WEST ALLIS, was a direct and proximate cause that is a substantial factor, in bringing about the Plaintiff's, AMIR, past injuries, past pain and suffering, past wage loss, past medical and hospital expenses, future pain and suffering, disability and loss of enjoyment of life, future loss of earning capacity, future medical and hospital expenses, property damage, deductible payment, and other comprehensible injuries, all to his damage in an amount to be determined at a trial of this matter.

11. On May 23, 2023, pursuant to Wis. Stat. 893.80(1d)(a), the Plaintiff, AMIR, served a Notice of Injury on the Defendant, WEST ALLIS.

12. On or prior to September 7, 2023, pursuant to Wis. Stat. 893.80(1d)(b), the Plaintiff, AMIR, mailed a Notice of Claim and Claim for Damages to the Defendant, WEST ALLIS, and the Defendant failed to serve the Notice of Disallowance of the claim within 120 days of service of the Notice of Claim; therefore, the claim has been deemed disallowed and this action has been properly commenced against the Defendant, WEST ALLIS.

WHEREFORE, the Plaintiff, AMIR AL-MAJID, demands Judgement against the Defendant, WEST ALLIS, as follows:

- a. For compensatory damages in a monetary amount that is fair and reasonable;
- b. For a hearing on the subrogation compensation due to the Involuntary Plaintiffs, if any;
- c. For costs disbursements, attorney's fees, and all interest due and owing pursuant to Wis. Stat. § 628.46; and
- d. For whatever other relief the court may deem just and equitable.

**THE PLAINTIFF HEREBY DEMANDS TRIAL BY A TWELVE (12) PERSON JURY
IN THE ABOVE MATTER.**

Dated at Milwaukee, Wisconsin, this 24th day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
Samuel M. Killian
SBN: 1122161

POST OFFICE ADDRESS:

sam@pkdsd.com

1110 North Dr. Martin Luther King Jr. Drive

Suite 320

Milwaukee, WI 53203

Phone: 414.212.0000

Facsimile: 414.212.0004

AMIR AL-MAJID,
3401 W. Kilbourn Ave., Apt. #25
Milwaukee, WI 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER
FOR MGSMFG GROUP HEALTH BENEFIT PLAN,
c/o Registered Agent: CT Corporation System,
301 S. Bedford St., Ste. #1,
Madison, WI 53703,

UNITEDHEALTHCARE INSURANCE COMPANY,
c/o Registered Agent: CT Corporation System,
301 S. Bedford St., Ste. #1
Madison, WI 53703

Involuntary Plaintiffs,

v.

LANE DAVID OLSON,
N9346 Beulah Park Rd.,
East Troy, WI 53210, and

CITY OF WEST ALLIS
c/o City Clerk
City Hall, Rm. 108-110
7525 W. Greenfield Ave.
West Allis, WI 53214

Defendants.

**PLAINTIFF'S FIRST SET OF WRITTEN INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS TO THE DEFENDANT, CITY OF WEST ALLIS**

NOW COMES, the Plaintiff, AMIR AL-MAJID, by and through his attorneys, Pitman, Kalkhoff, Sicala & Dentice, S.C., by Attorney Samuel M. Killian, requests that the Defendant, CITY OF WEST ALLIS, respond to the following Written Interrogatories and Requests for Production of

Documents to be answered by the Defendant within forty-five (45) days, under oath and in writing pursuant to Wis. Stat. § 804.08 and 804.09.

In answering these Interrogatories, Defendant must furnish all requested information, not subject to a valid objection, that is known by, possessed by, or available to the Defendant, its agents, officers, employees, insurer, consultants, representatives, or investigators.

If Defendant is unable to fully answer fully any of these interrogatories, it must answer them to the fullest extent possible, specifying the reason for its inability to answer the remainder and stating whatever information, knowledge, or belief it has concerning the answerable portion. An evasive or incomplete answer is deemed to be a failure to answer under Wis. Stat. § 804.12, and may render the Defendant, its attorneys, or both, liable for the expenses of a motion pursuant to the statute.

Each lettered subpart of a numbered Interrogatory is to be considered a separate Interrogatory for the purpose of objection. Defendant must object separately to each subpart and, if it objects to less than all of the subparts of a numbered Interrogatory, then it must answer the remaining subparts. In addition, if Defendant objects to an Interrogatory or a subpart thereof as calling for information which is beyond the scope of discovery, Defendant must nevertheless answer the Interrogatory or subpart thereof to the extent that it is not objectionable.

Defendant must supplement its responses to these Interrogatories if new information arises prior to trial. In addition, without being requested to do so by Plaintiffs, Defendant must reasonably supplement its answers to all Interrogatories requesting the identification of persons expecting to be called as an expert witness at trial. Without being requested to do so by Plaintiff, Defendant must also amend any answer when it is discovered to have been incorrect when made or discovered to be no longer true and circumstances are such that failure to supplement it is in substance a knowing concealment.

Please repeat each interrogatory immediately preceding your answer.

DEFINITIONS

The terms “incident,” “occurrence,” “event,” and/or “accident” when used herein, refers to the series of events which occurred on April 7, 2023, wherein the Plaintiff, AMIR AL-MAJID, was involved in a motor vehicle collision involving a vehicle being driven by the Defendant, LANE DAVID OLSON, while in the course and scope of his employment for the Defendant, CITY OF WEST ALLIS.

The term “document” is used in a comprehensive sense and includes, without limitation, letters, intrafirm or company communications, reports, memoranda, minutes, diaries, agreements, instructions, work assignments, notes, sketches, drawings, laser copies of photographs, work sheets, expense vouchers, contracts, records, tape recordings, studies, summaries, agenda, bulletins, notices, invoices, receipts, financial statements or reports, accounts, books, brochures, schedules, price lists, telegrams, teletype communications, or other similar materials which contain any verbal, graphic or pictorial information. In all cases where originals or non-identical copies are not available, “documents” also means identical copies of original documents and copies of non-identical copies.

The term “identify” when used herein in connection with natural persons means to state their full names, position or relationship to the Defendant, if any, and their last known business and home addresses and telephone numbers.

The term “identify” when used herein in connection with any document means to describe the document, setting forth its date, title, author or authors, their addresses and telephone numbers, the parties thereto, the present location of the document, the name and address of the custodian thereof, and the substance of the document. THOSE INTERROGATORIES PERTAINING TO

DOCUMENTS ARE TO BE DEEMED A REQUEST TO PRODUCE PURSUANT TO WIS. STAT. § 804.09. Please attach copies of such documents to the answers to these interrogatories, or, if you are unwilling to do that, please respond within thirty (30) days from service of this request upon you to schedule a mutually convenient time and place for you to make documents available to Plaintiff's attorneys for inspection and copying. Documents to be identified shall include both documents in the possession, custody, and control of the Defendant, and all other documents of which Defendant has knowledge or is in the custody and/control of its attorneys.

INTERROGATORIES

INTERROGATORY NO. 1: Please state the name, current address, and job position of the individual answering these Interrogatories.

INTERROGATORY NO. 2: Please state the name, current address, and current telephone number of each person known to you to be a witness to the accident or any events which happened immediately before or after the accident in question.

INTERROGATORY NO. 3: Please state whether you have taken any written or oral statements from any person regarding the accident and/or the injuries sustained by the Plaintiff. If you have taken any such statement, then state:

- a. The name, current address and current telephone number of each person providing such statement;
- b. The date the state was taken;
- c. The place the statement was taken;
- d. The name, current address, and current telephone number of the person who took each statement; and

- e. The name, current address, and current telephone number of the person who presently has custody of the statement.

INTERROGATORY NO. 4: Please state whether any photographs and/or video have been taken of the vehicles involved in the collision or of the scene of the collision. If photographs/video have been taken, then state:

- a. The date each photograph/video was taken;
- b. Where each photograph/video was taken;
- c. What the photographs/video depict;
- d. The name, current address and current telephone number of the person who took each photograph/video; and
- e. The name, current address and current telephone number of the person having custody of each photograph/video.

INTERROGATORY NO. 5: Please state whether any photographs or video has been taken of the Plaintiff at any time following the collision. If so, please state:

- a. The date each photograph/video was taken;
- b. Where each photograph/video was taken;
- c. What the photographs/video depict;
- d. The name, current address and current telephone number of the person who took each photograph/video;
- e. The name, current address and current telephone number of the person having custody of each photograph/video; and
- f. Whether each such photograph/video was taken with the knowledge and/or consent of the person being visually recorded.

INTERROGATORY NO. 6: Please indicate whether a report or written document was made by any owner, agent, employee and/or representative of any Defendant with respect to the accident alleged in the complaint and identify the name and address of the person who made the report, the date thereof, and the name and address of the person now having position and/or custody of the report or document.

INTERROGATORY NO. 7: Please indicate whether the Defendant, Lane David Olson, was ever disciplined and/or reprimanded as an employee of the Defendants. If so, please indicate:

- a. Date(s) of such discipline and/or reprimand;
- b. The circumstances surrounding the discipline and/or reprimand; and
- c. The result of such discipline and/or reprimand.

INTERROGATORY NO. 8: Was the Defendant, Lane David Olson, acting within the scope of his employment with the Defendant, City of West Allis at the time of the accident alleged in the complaint? If no, please indicate all factual basis for such opinion.

INTERROGATORY NO. 9: Please state whether the Defendant, City of West Allis, prior to and including the date of the accident at issue maintained any written policies and/or procedures related to safe driving. If so, please state:

- a. When such policy and/or procedure was implemented;
- b. The details of such policy and/or procedure;
- c. If each Defendant was aware of and had been notified of such policy and/or procedure;
- d. If each defendant was notified of the policy and/or procedure orally or by a written communication. (i.e. memo, handbook, pamphlet, etc.)

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Provide copies of any estimates, repair bills, and/or appraisals regarding any damage to any of the vehicles involved in the collision.

REQUEST NO. 2: Provide copies of any statements disclosed in the answer to INTERROGATORY NO. 3.

REQUEST NO. 3: Provide color copies of any photographs and any video disclosed in the answer to INTERROGATORY NO. 4.

REQUEST NO. 4: Provide color copies of any photographs and any video disclosed in the answer to INTERROGATORY NO. 5.

REQUEST NO. 5: Provide a certified copy of any policy providing automobile liability coverage to Lane David Olson at the time of the collision.

REQUEST NO. 6: Provide a copy of any statements disclosed in the answer to INTERROGATORY NO. 6.

REQUEST NO. 7: Provide a copy of any policies and procedures disclosed in the answer to INTERROGATORY NO. 7.

REQUEST NO. 8: Provide a complete copy of the Defendant's, Lane David Olson, personnel file.

Dated at Milwaukee, Wisconsin, this 23rd day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
Samuel M. Killian
SBN: 1122161

POST OFFICE ADDRESS:

sam@pkdsd.com
1110 North Dr. Martin Luther King Jr. Drive

Suite 320
Milwaukee, WI 53203
Phone: 414.212.0000
Facsimile: 414.212.0004

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

Amir Al-Majid et al vs. Lane David Olson et al

**Electronic Filing
Notice**

Case No. 2024CV000621

Class Code: Personal Injury/Automobile

FILED

01-24-2024

Anna Maria Hodges

Clerk of Circuit Court

2024CV000621

Honorable David

Borowski-12

Branch 12

CITY OF WEST ALLIS C/O CITY CLERK
ROOM 108-110
7525 W. GREENFIELD AVENUE
MILWAUKEE WI 53214

3:30pm / ME
FILED
TIME 3:30 PM DATE 1/24/24
() PERSONAL () SUBSTITUTE
() POSTED () CORPORATE

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: January 24, 2024

FILED

01-24-2024

Anna Maria Hodges

Clerk of Circuit Court

Eau Claire County

Honorable David

Borowski-12

Branch 12

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

AMIR AL-MAJID,
3401 W. Kilbourn Avenue, Apt. #25
Milwaukee, Wisconsin 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR
MGSMFG GROUP HEALTH BENEFIT PLAN,
c/o Registered Agent: CT Corporation System
301 S. Bedford Street, Suite #1
Madison, Wisconsin 53703

UNITEDHEALTHCARE INSURANCE COMPANY,
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301 S. Bedford Street, Suite #1
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Involuntary Plaintiffs,

v.

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City Hall, Room 108-110
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Defendant.

SUMMONS

THE STATE OF WISCONSIN

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Dated at Milwaukee, Wisconsin, this 24th day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
Samuel M. Killian
SBN: 1122161

POST OFFICE ADDRESS:

sam@pkds.com
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FILED
01-24-2024
Anna Maria Hodges
Clerk of Circuit Court
Eau Claire County
Honorable David
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Branch 12

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

AMIR AL-MAJID,
3401 W. Kilbourn Avenue, Apt. #25
Milwaukee, Wisconsin 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR
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c/o Registered Agent: CT Corporation System
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UNITEDHEALTHCARE INSURANCE COMPANY,
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Involuntary Plaintiffs,

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CITY OF WEST ALLIS
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Defendant.

COMPLAINT

NOW COMES the Plaintiff, AMIR AL-MAJID, by and through his attorneys, Pitman, Kalkhoff, Sricula & Dentice, S.C., by Attorney Samuel Killian, as and for a complaint against the above-named Defendant, alleges and shows to the Court as follows:

1. That at all times material herein, the Plaintiff, AMIR AL-MAJID (hereinafter “AMIR”), is an adult citizen of the State of Wisconsin, who resides 3401 W. Kilbourn Ave., Apt. #25, Milwaukee, WI 53208.

2. The Involuntary Plaintiff, HUMANA HEALTH PLAN, INC., AS PLAN MANAGER FOR MGSMMFG GROUP HEALTH BENEFIT PLAN, (hereinafter “HUMANA”), is a corporation authorized to and doing substantial business in the State of Wisconsin, with offices of its registered agent, CT Corporation System, located at 301 S. Bedford St., Ste. #1, Madison, WI 53703. Upon information and belief, the Involuntary Plaintiff, HUMANA, may have paid medical bills on behalf of the Plaintiff, AMIR, for injuries he sustained in the accident that is subject of this lawsuit and may be so obligated in the future; therefore, the Involuntary Plaintiff, HUMANA, may have a subrogated interest to the extent of its payments subject to applicable federal and/or state laws. By reason of such payments, said Involuntary Plaintiff is a proper party under Wis. Stats. § 803.03. If Involuntary Plaintiff, HUMANA, fails to answer, the Plaintiff, AMIR, asks that an Order for Default Judgment and Dismissal with Prejudice be entered against this Involuntary Plaintiff without any further notice.

3. The Involuntary Plaintiff, UNITEDHEALTHCARE INSURANCE COMPANY (hereinafter “UNITEDHEALTHCARE”), is a corporation authorized to and doing substantial business in the State of Wisconsin, with offices of its registered agent, CT Corporation System, located at 301 S. Bedford St., Ste. #1, Madison, WI 53703. Upon information and belief, Involuntary Plaintiff, UNITEDHEALTHCARE, may have paid medical bills on behalf of the Plaintiff, AMIR, for injuries he sustained in the accident that is subject of this lawsuit and may be so obligated in the future; therefore, the Involuntary Plaintiff, UNITEDHEALTHCARE, may have a subrogated interest to the extent of its payments subject to applicable federal and/or state laws. By reason of such payments, said Involuntary Plaintiff is a proper party under Wis. Stats. § 803.03. If Involuntary

Plaintiff, UNITEDHEALTHCARE, fails to answer, the Plaintiff, AMIR, asks that an Order for Default Judgment and Dismissal with Prejudice be entered against this Involuntary Plaintiff without any further notice.

4. That upon information and belief, the Defendant, LANE DAVID OLSON, (hereinafter "LANE"), is an adult citizen of the State of Wisconsin who resides at N9346 Beulah Park Rd., East Troy, WI 53210. At the time of the crash that is the subject of this action and at all times material herein, LANE was an employee of the Defendant, CITY OF WEST ALLIS, and was acting within the course and scope of his employment.

5. That upon information and belief, at all times material, the Defendant, CITY OF WEST ALLIS (hereinafter "WEST ALLIS"), is a municipal entity organized and existing pursuant to the laws of the State of Wisconsin with offices of the City Clerk located at City Hall, Room #108-110, 7525 Greenfield Ave., West Allis, WI 53214.

FIRST CAUSE OF ACTION – NEGLIGENCE

6. The Plaintiff, AMIR, realleges and incorporates herein by reference Paragraphs 1-5 above.

7. On April 7, 2023, in the city of Milwaukee, Milwaukee County, Wisconsin, the Plaintiff, AMIR, was stopped at the stop light at the intersection of N. 35th St. and W. Highland Blvd. facing Southbound when he was unexpectedly rear-ended by an undercover police vehicle driven by LANE during the course of his employment for WEST ALLIS.

8. The collision was caused by the negligence of LANE, an employee of the Defendant, WEST ALLIS, in ways including, but not limited to, driving inattentively, failing to maintain a proper lookout, failing to maintain safe speed, failing to maintain control of his vehicle, failing to yield the right of way and failing to exercise ordinary care thereby causing the crash and the injuries to AMIR.

9. The foregoing act of negligence on the part of LANE, as an employee of the Defendant, WEST ALLIS, were the direct and proximate cause of the accident of April 7, 2023, and the injuries and damages sustained by the Plaintiff, AMIR.

10. That the aforementioned negligence by the employee of the Defendant, WEST ALLIS, was a direct and proximate cause that is a substantial factor, in bringing about the Plaintiff's, AMIR, past injuries, past pain and suffering, past wage loss, past medical and hospital expenses, future pain and suffering, disability and loss of enjoyment of life, future loss of earning capacity, future medical and hospital expenses, property damage, deductible payment, and other comprehensible injuries, all to his damage in an amount to be determined at a trial of this matter.

11. On May 23, 2023, pursuant to Wis. Stat. 893.80(1d)(a), the Plaintiff, AMIR, served a Notice of Injury on the Defendant, WEST ALLIS.

12. On or prior to September 7, 2023, pursuant to Wis. Stat. 893.80(1d)(b), the Plaintiff, AMIR, mailed a Notice of Claim and Claim for Damages to the Defendant, WEST ALLIS, and the Defendant failed to serve the Notice of Disallowance of the claim within 120 days of service of the Notice of Claim; therefore, the claim has been deemed disallowed and this action has been properly commenced against the Defendant, WEST ALLIS.

WHEREFORE, the Plaintiff, AMIR AL-MAJID, demands Judgement against the Defendant, WEST ALLIS, as follows:

- a. For compensatory damages in a monetary amount that is fair and reasonable;
- b. For a hearing on the subrogation compensation due to the Involuntary Plaintiffs, if any;
- c. For costs disbursements, attorney's fees, and all interest due and owing pursuant to Wis. Stat. § 628.46; and
- d. For whatever other relief the court may deem just and equitable.

**THE PLAINTIFF HEREBY DEMANDS TRIAL BY A TWELVE (12) PERSON JURY
IN THE ABOVE MATTER.**

Dated at Milwaukee, Wisconsin, this 24th day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
Samuel M. Killian
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Milwaukee, WI 53203

Phone: 414.212.0000

Facsimile: 414.212.0004

AMIR AL-MAJID,
3401 W. Kilbourn Ave., Apt. #25
Milwaukee, WI 53208

Plaintiff,

HUMANA HEALTH PLAN, INC., AS PLAN MANAGER
FOR MGSMFG GROUP HEALTH BENEFIT PLAN,
c/o Registered Agent: CT Corporation System,
301 S. Bedford St., Ste. #1,
Madison, WI 53703,

UNITEDHEALTHCARE INSURANCE COMPANY,
c/o Registered Agent: CT Corporation System,
301 S. Bedford St., Ste. #1
Madison, WI 53703

Involuntary Plaintiffs,

v.

LANE DAVID OLSON,
N9346 Beulah Park Rd.,
East Troy, WI 53210, and

CITY OF WEST ALLIS
c/o City Clerk
City Hall, Rm. 108-110
7525 W. Greenfield Ave.
West Allis, WI 53214

Defendants.

**PLAINTIFF'S FIRST SET OF WRITTEN INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS TO THE DEFENDANT, CITY OF WEST ALLIS**

NOW COMES, the Plaintiff, AMIR AL-MAJID, by and through his attorneys, Pitman, Kalkhoff, Sicala & Dentice, S.C., by Attorney Samuel M. Killian, requests that the Defendant, CITY OF WEST ALLIS, respond to the following Written Interrogatories and Requests for Production of

Documents to be answered by the Defendant within forty-five (45) days, under oath and in writing pursuant to Wis. Stat. § 804.08 and 804.09.

In answering these Interrogatories, Defendant must furnish all requested information, not subject to a valid objection, that is known by, possessed by, or available to the Defendant, its agents, officers, employees, insurer, consultants, representatives, or investigators.

If Defendant is unable to fully answer fully any of these interrogatories, it must answer them to the fullest extent possible, specifying the reason for its inability to answer the remainder and stating whatever information, knowledge, or belief it has concerning the answerable portion. An evasive or incomplete answer is deemed to be a failure to answer under Wis. Stat. § 804.12, and may render the Defendant, its attorneys, or both, liable for the expenses of a motion pursuant to the statute.

Each lettered subpart of a numbered Interrogatory is to be considered a separate Interrogatory for the purpose of objection. Defendant must object separately to each subpart and, if it objects to less than all of the subparts of a numbered Interrogatory, then it must answer the remaining subparts. In addition, if Defendant objects to an Interrogatory or a subpart thereof as calling for information which is beyond the scope of discovery, Defendant must nevertheless answer the Interrogatory or subpart thereof to the extent that it is not objectionable.

Defendant must supplement its responses to these Interrogatories if new information arises prior to trial. In addition, without being requested to do so by Plaintiffs, Defendant must reasonably supplement its answers to all Interrogatories requesting the identification of persons expecting to be called as an expert witness at trial. Without being requested to do so by Plaintiff, Defendant must also amend any answer when it is discovered to have been incorrect when made or discovered to be no longer true and circumstances are such that failure to supplement it is in substance a knowing concealment.

Please repeat each interrogatory immediately preceding your answer.

DEFINITIONS

The terms “incident,” “occurrence,” “event,” and/or “accident” when used herein, refers to the series of events which occurred on April 7, 2023, wherein the Plaintiff, AMIR AL-MAJID, was involved in a motor vehicle collision involving a vehicle being driven by the Defendant, LANE DAVID OLSON, while in the course and scope of his employment for the Defendant, CITY OF WEST ALLIS.

The term “document” is used in a comprehensive sense and includes, without limitation, letters, intrafirm or company communications, reports, memoranda, minutes, diaries, agreements, instructions, work assignments, notes, sketches, drawings, laser copies of photographs, work sheets, expense vouchers, contracts, records, tape recordings, studies, summaries, agenda, bulletins, notices, invoices, receipts, financial statements or reports, accounts, books, brochures, schedules, price lists, telegrams, teletype communications, or other similar materials which contain any verbal, graphic or pictorial information. In all cases where originals or non-identical copies are not available, “documents” also means identical copies of original documents and copies of non-identical copies.

The term “identify” when used herein in connection with natural persons means to state their full names, position or relationship to the Defendant, if any, and their last known business and home addresses and telephone numbers.

The term “identify” when used herein in connection with any document means to describe the document, setting forth its date, title, author or authors, their addresses and telephone numbers, the parties thereto, the present location of the document, the name and address of the custodian thereof, and the substance of the document. THOSE INTERROGATORIES PERTAINING TO

DOCUMENTS ARE TO BE DEEMED A REQUEST TO PRODUCE PURSUANT TO WIS. STAT. § 804.09. Please attach copies of such documents to the answers to these interrogatories, or, if you are unwilling to do that, please respond within thirty (30) days from service of this request upon you to schedule a mutually convenient time and place for you to make documents available to Plaintiff's attorneys for inspection and copying. Documents to be identified shall include both documents in the possession, custody, and control of the Defendant, and all other documents of which Defendant has knowledge or is in the custody and/control of its attorneys.

INTERROGATORIES

INTERROGATORY NO. 1: Please state the name, current address, and job position of the individual answering these Interrogatories.

INTERROGATORY NO. 2: Please state the name, current address, and current telephone number of each person known to you to be a witness to the accident or any events which happened immediately before or after the accident in question.

INTERROGATORY NO. 3: Please state whether you have taken any written or oral statements from any person regarding the accident and/or the injuries sustained by the Plaintiff. If you have taken any such statement, then state:

- a. The name, current address and current telephone number of each person providing such statement;
- b. The date the state was taken;
- c. The place the statement was taken;
- d. The name, current address, and current telephone number of the person who took each statement; and

- e. The name, current address, and current telephone number of the person who presently has custody of the statement.

INTERROGATORY NO. 4: Please state whether any photographs and/or video have been taken of the vehicles involved in the collision or of the scene of the collision. If photographs/video have been taken, then state:

- a. The date each photograph/video was taken;
- b. Where each photograph/video was taken;
- c. What the photographs/video depict;
- d. The name, current address and current telephone number of the person who took each photograph/video; and
- e. The name, current address and current telephone number of the person having custody of each photograph/video.

INTERROGATORY NO. 5: Please state whether any photographs or video has been taken of the Plaintiff at any time following the collision. If so, please state:

- a. The date each photograph/video was taken;
- b. Where each photograph/video was taken;
- c. What the photographs/video depict;
- d. The name, current address and current telephone number of the person who took each photograph/video;
- e. The name, current address and current telephone number of the person having custody of each photograph/video; and
- f. Whether each such photograph/video was taken with the knowledge and/or consent of the person being visually recorded.

INTERROGATORY NO. 6: Please indicate whether a report or written document was made by any owner, agent, employee and/or representative of any Defendant with respect to the accident alleged in the complaint and identify the name and address of the person who made the report, the date thereof, and the name and address of the person now having position and/or custody of the report or document.

INTERROGATORY NO. 7: Please indicate whether the Defendant, Lane David Olson, was ever disciplined and/or reprimanded as an employee of the Defendants. If so, please indicate:

- a. Date(s) of such discipline and/or reprimand;
- b. The circumstances surrounding the discipline and/or reprimand; and
- c. The result of such discipline and/or reprimand.

INTERROGATORY NO. 8: Was the Defendant, Lane David Olson, acting within the scope of his employment with the Defendant, City of West Allis at the time of the accident alleged in the complaint? If no, please indicate all factual basis for such opinion.

INTERROGATORY NO. 9: Please state whether the Defendant, City of West Allis, prior to and including the date of the accident at issue maintained any written policies and/or procedures related to safe driving. If so, please state:

- a. When such policy and/or procedure was implemented;
- b. The details of such policy and/or procedure;
- c. If each Defendant was aware of and had been notified of such policy and/or procedure;
- d. If each defendant was notified of the policy and/or procedure orally or by a written communication. (i.e. memo, handbook, pamphlet, etc.)

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Provide copies of any estimates, repair bills, and/or appraisals regarding any damage to any of the vehicles involved in the collision.

REQUEST NO. 2: Provide copies of any statements disclosed in the answer to INTERROGATORY NO. 3.

REQUEST NO. 3: Provide color copies of any photographs and any video disclosed in the answer to INTERROGATORY NO. 4.

REQUEST NO. 4: Provide color copies of any photographs and any video disclosed in the answer to INTERROGATORY NO. 5.

REQUEST NO. 5: Provide a certified copy of any policy providing automobile liability coverage to Lane David Olson at the time of the collision.

REQUEST NO. 6: Provide a copy of any statements disclosed in the answer to INTERROGATORY NO. 6.

REQUEST NO. 7: Provide a copy of any policies and procedures disclosed in the answer to INTERROGATORY NO. 7.

REQUEST NO. 8: Provide a complete copy of the Defendant's, Lane David Olson, personnel file.

Dated at Milwaukee, Wisconsin, this 23rd day of January, 2024

PITMAN, KALKHOFF, SICULA & DENTICE, S.C.
Attorneys for Plaintiff, Amir Al-Majid

By: e/Samuel Killian
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**CITY OF WEST ALLIS
ORDINANCE O-2024-0027**

**ORDINANCE TO AMEND POLICE DEPARTMENT REGULATIONS AND
CONSOLIDATE LAWS ON VEHICLE TOWING**

AMENDING CHAPTER 4

WHEREAS, WAMC Ch. 4 repeats many duties under state law, repeats language that already exist in collective bargaining agreements or within other city policy, and is in need of updating to ensure language is consistent with state law; and

WHEREAS, the council desires to update the law on vehicle towing and towing contracts;

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

SECTION 1: **AMENDMENT** “4.01 Organization Of The Police Department” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

4.01 Organization Of The Police Department

The chief of police shall be selected pursuant to Wis. Stat. 62.13(3) and is authorized to appoint any person as a subordinate pursuant to Wis. Stat. 62.13(4)(e)~~Police Department of the City of West Allis shall ist of a Chief of Police and such other officers, employees and number of patrolmen, as shall be determined and prescribed from time to time by the Board of Fire and Police Commissioners.~~

SECTION 2: **REPEAL** “4.02 Chief Of Police” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

R E P E A L

~~**4.02 Chief Of Police**~~ (*Repealed*)

- ~~1. Appointment. See Section 2.18 of this Code.~~
- ~~2. In Charge of the Police Department. The Chief of Police shall have command of the police force of the City under the supervision of the Board of Fire and Police Commissioners.~~

3. To Keep the Peace. It shall be the duty of the Chief to cause the public peace to be preserved and see that all the laws of the state and ordinances of the City are enforced; and, whenever any violation thereof shall come to his knowledge, he shall cause the requisite complaint to be made and see that the evidence is procured for the successful prosecution of the offender or offenders. He shall cause to be made and keep a record of his proceedings, which he may deem necessary. He shall be responsible for the efficiency and general good conduct of the Department.
4. May Appoint Special Police Officers. Whenever any emergency may warrant, the Chief, with the approval of the Board of Fire and Police Commissioners, shall have the authority to appoint as many additional police officers as shall, in his opinion, be necessary to properly police the City and enforce the ordinances of the City and the laws of the state. Such police officers shall be known as special police officers and shall continue in the employ of the City as such special police officers only during the existence of the emergency.
5. Bail.
 - a. Release of Arrested Persons. Whenever a person is arrested for violating a traffic regulation, whether imposed by statute or by local ordinance, the Chief or police officer in charge is authorized to receive at his office, from the accused, a deposit in money not to exceed the amount of the maximum penalty which may be imposed if the accused is found guilty. Thereupon, the accused may be released from arrest until the court having jurisdiction of the violation opens on the next succeeding day in which such court is in session or until such time as is fixed for the hearing of the case.
 - b. Forfeiture of Bail. Any person violating this section may be fined not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00) for the first offense and, for the second and each subsequent conviction within one year thereafter, may be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or imprisoned not more than one year in County jail or both.
 - c. City Not Liable. This subsection shall not be construed so as to make the City in any case liable for the whole or any part of any money deposited pursuant to this subsection.
 - d. Chief and Policemen Not to Furnish Bail. The Chief, policemen and every person connected with the Police Department shall be incompetent to furnish bail for any person arrested; and, in no case shall become bail for any person under arrest.
6. Shall Keep Records.
 - a. Records Regarding Policemen. The Chief shall keep in his office a book in which shall be entered the nature of each policeman, his number and his place of residence, specifying the ward and street and the time of any removal from office or the occurring of a vacancy.
 - b. Records of Arrests. The Chief shall also keep in his office a book in which shall be entered the true name, if known, and, if not known, a name under an alias of every person arrested by any policeman, with the date of arrest and

- with such other facts as he may deem proper and necessary.
7. Report to Board of Fire and Police Commissioners. The Chief shall report to the Board of Fire and Police Commissioners at the end of each month, specifying the number of arrests made during such month, with the causes of arrest. He shall also give such other information as the Board may from time to time require.

SECTION 3: **REPEAL** “4.03 Policemen” of the City Of West Allis
Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.03 Policemen~~ (*Repealed*)

1. To Obey Orders of Chief. The members of the Police Department shall obey the orders of the Chief and shall report to him all violations of City ordinances and laws of the state.
2. Duty to Make Arrests. The Chief and each policeman shall arrest, with or without process, and with reasonable diligence, take before the proper court, every person found in the City in a state of intoxication or engaged in any disturbance of the peace or violating any law of the state or ordinance of the City.
3. To Report Defects in Sidewalks and Streets. The patrolmen on their respective beats shall immediately report all defective and dangerous streets, walks and places which shall come to their notice. Such reports shall be made to the Chief at the central station who shall forthwith enter the same in a register kept by him for that purpose and at once transmit the same to the office of the Public Works Department.
4. To Report Injuries to Person. In all cases of accidental injury when the police patrol is called to remove the injured, it shall be the duty of the Police Department to supply the City Attorney, upon blanks to be furnished by the latter for that purpose, with the names and addresses of all witnesses and with data as to the nature, cause and circumstances of the accident.
5. Badges and Insignia. The Chief and each policeman, when on duty, shall wear the badge or insignia of their office on the outside of the outermost garment, over the left breast, conspicuously displaying the same so that the entire surface thereof may be seen, except when caution may dictate that the same shall not be exposed.
6. General Regulation. All members of the Police Department shall conform to the rules and regulations promulgated by the Board of Fire and Police Commissioners.

SECTION 4: **AMENDMENT** “4.04 Hours Of Labor, Rest Days, Overtime”
of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.04 Hours Of Labor, Rest Days, Overtime

1. Hours of Labor. If a labor agreement under Subch. IV of Wis. Stat. Ch. 111 does not govern hours of employment, the City adopts the hours of labor provisions described in Wis. Stat. 62.13(7n).
2. Rest Days. The City adopts the rest day provisions described in Wis. Stat. 62.13(7m) (b).
3. Overtime. The City shall comply with overtime regulations for law enforcement employees pursuant to 29 USC 207.

~~Unless otherwise specifically provided for in the Policies and Procedures of the City of West Allis, the Ordinances of the City of West Allis, and/or any applicable collective bargaining agreement in effect between the City and a bargaining unit, the hours of labor, rest days and overtime of all sworn officers of the Police Department shall be governed by and administered in accordance with applicable state and federal laws.~~

~~{Ord. O-2008-0019, 5/6/2008}~~

SECTION 5: **REPEAL** “4.045 Sick Leave” of the City Of West Allis
Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.045 Sick Leave (Repealed)~~

~~All sworn officers of the Police Department, not represented by a bargaining unit, may be granted sick leave under the provisions of Section 2.76(13) of the Revised Municipal Code and under such rules and regulations as may be prescribed by the Board of Police and Fire Commissioners. Nothing contained in this section shall be construed as otherwise limiting any authority of the Commission granted by Section 62.13 of the Wisconsin Statutes.~~

~~{Ord. O-2008-0019, 5/6/2008; Ord. O-2012-0046, 12/18/2012}~~

SECTION 6: **REPEAL** “4.05 Clothing And Uniform Allowance” of the City
Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.05 Clothing And Uniform Allowance (Repealed)~~

~~Any clothing and uniform allowance for members of the Police Department not represented by~~

~~a bargaining unit shall be as provided in the Salary Ordinance of the City of West Allis. Any clothing and uniform allowance for represented members of the Police Department shall be as provided in any applicable collective bargaining agreement in effect between the City and a bargaining unit.~~

~~{Ord. O-2008-0019, 5/6/2008}~~

SECTION 7: **REPEAL** “4.08 (Reserved)” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.08 (Reserved) (Repealed)~~

~~{Ord. O-2007-0036, 9/18/2007}~~

SECTION 8: **AMENDMENT** “4.09 Police Pension Fund” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.09 Police Pension Fund

Sworn officers of the ~~P~~police ~~D~~department shall be enrolled in the ~~State of~~ Wisconsin ~~Municipal~~ Retirement System in accordance with Subch. II of Section Wis. Stat. Ch. 40~~40.20 et seq., Wis. Stats.~~

~~{Ord. O-2008-0019, 5/6/2008}~~

SECTION 9: **REPEAL** “4.10 Vacations” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.10 Vacations (Repealed)~~

- ~~1. All sworn officers of the Police Department, not represented by a bargaining unit, shall be entitled to vacations as provided in Section 2.76(15) of the Revised Municipal Code, except the Board of Police and Fire Commissioners shall be substituted for the Civil Service Commission. [Ord. O-2012-0046, 12/18/2012]~~

2. Any days of assigned holiday or vacation may be suspended, in case of positive necessity caused by some sudden and serious emergency, which, in the judgment of the Chief, demands that such days not be given at such time.

~~{Ord. O-2008-0019, 5/6/2008}~~

SECTION 10: **AMENDMENT** “4.20 Labor Agreements” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.20 Labor Agreements

Where the terms and provisions of any collective bargaining agreement ~~in effect between the City and a bargaining unit of sworn employees of the Police Department~~ under Subch. IV of Wis. Stat. Ch. 111 are in conflict with any of the terms and provisions of ~~law this Chapter, or of other portions of the Municipal Code~~, the terms and portions of ~~such that~~ collective bargaining agreement shall supersede such other terms and provisions of law to the extent allowed by law this Chapter or of the Municipal Code.

SECTION 11: **REPEAL** “4.21 Police Reserve Service” of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~4.21 Police Reserve Service (Repealed)~~

1. Established. A Reserve Police Service is hereby established to be a volunteer organization, the members thereof to be appointed by the Chief of Police and who shall serve without pay or remuneration for their services. The Police Reserve shall be separate and distinct from the regular Police Department of the City and shall be composed of active and associate members, the active members not to exceed one hundred (100) members. The Reserve Police shall not be deemed special police, within the meaning of Section 4.08 of the Revised Municipal Code, and nothing contained in such section shall be applicable to the Police Reserve.
2. Chief of Police to Have Command. The Chief of Police shall have the authority to command, train, control and supervise the Police Reserve.
3. Eligibility and Appointment. No person shall be eligible for or be deemed a member of the Police Reserve until he has been appointed and registered as such and his name enrolled upon a register of members to be kept by the Chief of Police. Effective November 30, 1979, no person shall become a member of the Police Reserve who is

not a citizen of the United States and a resident of the City of West Allis and until he has taken an oath, subscribed to in writing, that he will observe and obey the Constitution of the United States, the laws of the State of Wisconsin and the ordinances of the City of West Allis. Such oath shall further provide that members will carry out the duties of a member of the Police Reserve service, as prescribed by the Chief of Police of this City, to the best of such member's ability. No person shall become a member of the Police Reserve who is not at least twenty-one (21) years of age, with a maximum age to be determined at the discretion of the Chief of Police.

4. **Duties of Members.** The duties of each member shall be to carry out the commands and directions of the Chief of Police and to assist the members of the Police Department of this City in the enforcement of law and the maintenance of peace and order during City functions and during a period of extreme emergency arising from the imminence of or the existence of a war or major natural disaster. The Chief of Police may, by written order, establish rules and regulations to govern the training and use of the Police Reserve, to fix the specific duties of each of its members and to provide for the maintenance of discipline. He may change such orders from time to time as the needs of the Police Reserve, in his judgment, require. He may command members of the Police Reserve to follow the instructions or orders of the regular police officers in carrying out their duties. The Chief of Police may prescribe additional duties other than those enumerated herein to be performed by the Police Reserve.
5. **Identification.** A badge, identification card, uniform or such other insignia or evidence of identity, as the Chief of Police may prescribe, shall be issued to each member who shall carry and display such evidence of identification at all times while serving as a reserve policeman. Such member shall surrender such evidence of identification upon termination of his membership.
6. **Termination of Membership.** The membership of any reserve policeman may be terminated by the Chief of Police at any time where the interests of the organization require such action. The decision of the Chief of Police as to such termination shall be final. Any member may resign from the Police Reserve at any time by notifying the Chief of Police of such resignation in writing.
7. **Carrying of Weapons Prohibited.** No Reserve policeman shall, while on duty or in any training exercise, carry or use any weapon or firearm. Reserve police officers and other groups may be allowed to use police facilities, including the shooting range and training area, with the approval and in the discretion of the Chief of Police.
8. **Arrest Authority Restricted.** No member of the Police Reserve shall make an independent arrest of a person, except when immediately accompanied by a regular member of the police force of this City, who then and there commands the aid of such Police Reserve member to aid him in the enforcement of the law.
9. **Powers of Entry on Private Property Restricted.** No member of the Police Reserve shall break into or otherwise forcibly enter upon any private property or enter the dwelling or habitation of another without the consent of the owner or occupant, except when immediately accompanied by a regular member of the police force of this City, who then and there requests the aid of such Police Reserve member to aid him in the enforcement of the law.
10. **Transportation in Police Vehicles Restricted.** Members of the Police Reserve service

may accompany regular members of the police force in police vehicles while the regular members are performing police duties, to include, but not limited to, patrolling, with the approval of and under conditions set by the Chief of Police.

11. Members May Be Limited. The Chief of Police may, by order, diminish or expand the membership of the Police Reserve service, as the needs of the service require, within the limit hereinbefore established.
12. False Impersonation. Any person not being a member, who wears, carries or displays a Police Reserve badge, uniform, identification card or insignia, or otherwise falsely represents himself to be a member of the Police Reserve service, shall, upon conviction thereof, forfeit a sum not to exceed two hundred dollars (\$200), and in default of payment, be imprisoned not to exceed thirty (30) days.
13. The Police Reserve service shall terminate and cease to exist upon repeal of Section 4.21 by the Common Council.
14. Indemnification and Liability Insurance. The City shall indemnify a Police Reserve Officer acting within the scope of his/her official duties to the same extent as that provided to public officers and employees under Section 895.46 of the Wisconsin Statutes. The City shall secure liability insurance to cover the acts and omissions of the Police Reserve Officers acting within the scope of their duties. **[Ord. O-2014-0012, 2/18/2014]**

SECTION 12: **AMENDMENT** “4.22 Residence Requirement” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.22 Residence Requirement

See Wis. Stat. 66.0502(4)(b) ~~The Board of Police and Fire Commissioners of the City of West Allis may adopt rules and regulations governing residency requirements for all sworn officers of the Police and Fire Departments.~~

SECTION 13: **AMENDMENT** “4.23 Disposition Of Abandoned And Unclaimed Property By The Police Department” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.23 Disposition Of Abandoned And Unclaimed Property By The Police Department

- ~~1. State statutes adopted provisions of secs. 170.07, 170.08, 170.09, 170.10 and 170.105 of the Wisconsin Statutes are hereby adopted, as if fully set forth herein. The Police~~

~~Department shall administer lost chattels, as set forth in said statutes, except as otherwise provided herein. Dangerous Weapons. Dangerous weapons and ammunition shall be retained or disposed of according to the provisions of sec. 968.20 of the Wisconsin Statutes. Retention of Property for Use by the City. The Chief of Police is authorized to determine whether property found, collected or confiscated by City officials, employees or agents and other property, where the owner has not been found and the finder does not wish to claim the property, serves a Departmental or City purpose and is to be retained for use by the Department or City. Disposition of Property. All property not returned to the owner or finder or not retained by the Department or City shall be disposed of as follows: Property that has a market or a commercial value of two hundred dollars (\$200), or more, may be sold on the basis of public auction, competitive bids, consignment or through acceptance of an offer to purchase. Property that has a market or commercial value of less than two hundred dollars (\$200), may, in the discretion of the Chief or his designee, be destroyed, sold, as provided in subsection (a), or sold in bulk to a contractor on the basis of competitive bids. Records. The Chief or his designee shall maintain records of all property returned to an owner or finder, retained by the Department or City, or sold or disposed of under this section, for a period of two (2) years from the date of disposition of the property. The records shall contain the following: A description of the property; The name, address and phone number of the finder and a notation as to whether the finder is a private citizen or a public official, employee or agent; Proof of notice and appraisal as required by sec. 170.08 of the Wisconsin Statutes; The date the property was returned to the owner or finder or the date the property was otherwise disposed of; The method of disposition; The name and address of the person taking possession of the property. Deposit into City Account. All money found by a City official, employee or agent that is unclaimed and all proceeds of any sale of abandoned or unclaimed property shall be deposited by the City Treasurer into the general account of the City of West Allis. Costs to be Paid. The owner or finder shall pay the costs of publishing the notices and the costs of appraising the property prior to return of the property to the owner or finder. Stolen Property. Any unclaimed or abandoned property, which the Chief reasonably believes was obtained or lost through the commission of a crime, shall not be returned to the finder, but shall be treated as if it was found by a public official, employee or agent, except that the notice required by sec. 170.08 of the Wisconsin Statutes shall apply. Abandoned Vehicles. Abandoned vehicles shall be disposed of pursuant to sec. 342.40 of the Wisconsin Statutes.~~

The chief of police may dispose of any personal property which has been abandoned, or remained unclaimed for a period of 30 days after the taking of possession of the property by an officer of the City pursuant to Wis. Stat. 66.0139 and in the following manner:

1. Generally. Except as described below, the chief of police may sell that property by public auction, by competitive biddings, by consignment, or through acceptance of an offer to purchase. If the property has a market or commercial value of less than \$200, the chief of police may destroy the property in lieu of selling it.
2. Volatile Items. The chief of police may safely dispose of flammable, explosive, or

incendiary substances, materials, or devices that pose a danger to life or property in their storage, transportation, or use immediately after taking possession in the manner deemed appropriate by the chief of police, except if any of the following applies:

- a. .If the substance, material, or device is one that has a commercial value in normal business usage and does not pose an immediate threat to life or property, the chief of police may attempt to return it to the rightful owner. .
- b. If the substance, material, or device appears to be or is reported stolen, the chief of police shall attempt to return it to the rightful owner.
- c. If the substance, material, or device is a firework, Wis. Stat. 167.10(8)(b) shall apply.

~~{Ord. 6240, 8/6/1996}~~

SECTION 14: **AMENDMENT** “4.24 Regulation Of Alarm Systems” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.24 Regulation Of Alarm Systems

1. Definitions. The following definitions are applicable to this section:
 - a. Alarm Company. A business of an individual, partnership, company or other entity engaged in selling, leasing, maintaining, monitoring, servicing, repairing, altering, replacing, moving or installing any alarm system or in causing any alarm system to be sold, leased, maintained, monitored, serviced, repaired, altered, replaced, moved or installed, in or on any building, structure or facility.
 - b. Alarm System. An intrusion, burglar, hold-up or similar system, which is designed to summon or cause a response by the Police Department by transmitting a signal to a central alarm system or produces an audible or visual signal.
 - c. Alarm User. The person, partnership, corporation or other entity of any kind in control of any building, structure or facility or portion thereof, wherein an alarm system is in operation.
 - d. False Alarm. A signal from an alarm system resulting in a response by the ~~P~~police ~~D~~department when an emergency situation does not exist, regardless of the manner in which the Police Department is alerted.
2. Permits.
 - a. Permit Required. A permit shall be required of every alarm user on any premises within the City on the effective date of this ordinance or installed thereafter, except as set forth herein. Application for a permit may be made by the owner, lessee, alarm user or alarm company.
 - b. Permit Fee. A permit fee in the amount listed on the Fee Schedule shall be paid at the time of the filing of an application for a permit.

- c. Time to Acquire. Alarm systems on premises within the City prior to the effective date of this ordinance shall obtain a permit or disconnect the alarm system within 90 days from the effective date. Alarm systems installed after the effective date shall obtain a permit before the system is installed. Any change of occupant or change of alarm system shall require a new permit.
3. Permit Application, Standards, Issuance and Appeal.
- a. Issuing Authority. The ~~E~~chief of ~~P~~police or a designee shall issue alarm system permits.
 - b. Application. Application for all permits required under this section shall be filed with the ~~P~~police ~~D~~department upon a form prescribed for such application by the ~~E~~chief. The application shall contain the following:
 - i. The name, address and telephone number of the alarm user.
 - ii. The name, address and telephone number of a person or firm which can be contacted in the event of an emergency or false alarm and is available upon request of the ~~P~~police ~~D~~department within 30 minutes to provide a key to the premises for which an alarm has been activated for the purposes of inspecting the premises or resetting the alarm system.
 - iii. Identification of the alarm company.
 - iv. Any other information deemed necessary by the ~~P~~police ~~E~~chief for the purpose of providing an appropriate response by the ~~P~~police ~~D~~department.
 - v. An agreement to pay the fees imposed by this section ~~set forth in section (7)~~ and to permit the City ~~of West Allis~~ to place ~~said~~ that fee on ~~the alarm users~~ tax roll of the property served as a special tax if not paid.
 - vi. In the event that the ~~P~~police ~~D~~department responds to an alarm at the premises covered by the alarm system, and neither the permit holder nor an authorized agent is present, the permit holder consents to an officer or agent of the City ~~municipal breaking and entering forcing entry into~~ ~~of~~ the premises to ascertain the cause of the alarm.
 - c. Alarm System Standards. Alarm systems and components shall be listed/labeled by a recognized testing laboratory and installed in accordance with the manufacturers installation instructions and in accordance with the National Fire Protection Association Chapter 70, the National Electrical Code, as amended by State of Wisconsin Administrative Code, and Department of Safety and Professional Services, Chapter 316. Recognized testing laboratories are, but not limited to, Underwriters Laboratories (UL), Inchcape Testing Services (ETL), Canadian Standards Association (CSA) and Factory Mutual Research Corporation (FM).
4. Prohibitions.
- a. Alarm System Permits. No alarm user shall install, use or possess an operative alarm system without having a permit as required by this section.
 - b. Audible Alarms. No person, firm, corporation or other entity shall use or install an alarm system which upon activation shall emit an audible alarm,

unless such system shall automatically shut off within 15 minutes after being activated. This section shall apply to vehicle and other mobile alarm systems, in addition to those installed in a building.

- c. Automatically Activated Telephone Dialer. No person, firm, corporation or other entity shall use or cause to be used, any telephone or electronic device or attachment that automatically selects the public telephone trunk line of the Ppolice Ddepartment which reproduces a prerecorded message to report a burglary or other emergency. ~~Any system in operation, which is in violation of this subsection, shall be modified so that it is no longer in violation or shall be disconnected no later than 90 days following the enactment of this ordinance.~~

5. Duties of Alarm User and Alarm Company. Where an alarm system is connected to an alarm company that notifies the Ppolice Ddepartment of a signal from the alarm system, the following shall apply:

- a. The alarm company shall maintain a list of keyholders for each alarm system, together with current telephone numbers for said keyholders.
- b. The alarm company shall, after notifying the Ppolice Ddepartment of the alarm, attempt to notify the keyholders for the alarm system giving the alarm.
- c. The alarm company shall, within 30 minutes of notifying the Ppolice Ddepartment of the alarm, inform the Ppolice Ddepartment of whether it was successful in contacting a keyholder and, if so, the approximate arrival time of the keyholder.
- d. The alarm user shall respond or cause a keyholder to respond to an alarm within 30 minutes of the alarm being called in to the Ppolice Ddepartment and terminate the alarm signal.
- e. If an alarm system also gives a visual or audible signal that can be seen or heard from the exterior of the building, and the owner fails to respond or cause a response as required ~~in subsection (d)~~, the alarm company shall respond within 30 minutes after being so notified by the Ppolice Ddepartment ~~and Department~~ and deactivate the signal. This provision shall only apply where the device giving the signal is accessible from the exterior of the building or where the alarm company has a key to the premises.

6. False Alarms.

- a. No person owning, using or possessing an alarm system shall cause or permit the giving of a false alarm, whether intentional, accidental or otherwise.
- b. No person shall intentionally cause the activation of an alarm system knowing that no emergency exists.
- c. ~~Fee for false alarm response.~~ In the event that the Ppolice Ddepartment responds to a false alarm, a fee in the amount listed on the Fee Schedule shall be imposed for each false alarm. Any fees payable to the City of West Allis which are delinquent may be assessed against the property involved as a special charge for current service, without notice, pursuant to sec. 66.0627 of the Wisconsin Statutes.
- d. ~~Penalties.~~ In addition to fees imposed in subsection (c), any person in violation of subsection (a) shall forfeit up to \$300.00-, plus court costs, for the 8th and each subsequent false alarm within a calendar year.

7. Exemptions. This section shall not apply to the following:
 - a. An alarm system which gives a signal solely within the interior of the building in which it is located.
 - b. Alarm systems which are used by the City ~~of West Allis~~.
8. Penalty. Unless a different penalty is set forth herein, any person, firm, corporation or other entity, which violates any of the provisions of this section, shall forfeit not less than \$100.00 nor more than \$500.00 for each violation, together with the costs of prosecution, ~~and in default of payment of such forfeitures and costs, the defendant's operating privileges shall be suspended pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes, or by imprisonment in the Milwaukee County House of Correction until payment of the forfeiture and costs, but not in excess of the number of days set forth in sec. 800.095(4) of the Wisconsin Statutes.~~ Each and every day during which a violation continues constitutes a separate offense, unless a different time is set forth herein.

SECTION 15: **AMENDMENT** “4.25 Towing Contracts” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

4.25 ~~Towing Contracts~~ Vehicle Towing

1. ~~Declaration of Policy. The public interest requires that there be available to the City and all Departments thereof the services of a qualified and responsible towing contractor on a twenty-four (24) hour a day basis to remove from public ways and places any wrecked, disabled or abandoned vehicles or any vehicle which constitutes an obstruction or hazard to vehicular or pedestrian traffic. Danger to the public shall be eliminated as quickly as possible. Impediments to traffic shall be removed and normal traffic flow restored as soon as possible. Towed vehicles shall be placed where directed by an authorized agent of the City or where they are safe and secure until the owner, his agent or representative, can determine further disposition thereof. Definitions. A vehicle is deemed to be wrecked or disabled within the meaning of this section when it cannot safely be moved under its own power. A vehicle is deemed to be abandoned within the meaning of this section whenever it has remained standing on any highway, public place or in any building in the City more than twenty-four (24) hours. A vehicle is deemed to constitute an obstruction or hazard to vehicular or pedestrian traffic whenever it shall, while stationary and unable to proceed, block the lane of traffic which would otherwise be open for travel by motor vehicles or pedestrians. A vehicle shall also be deemed to constitute an obstruction or hazard to vehicular traffic when it is parked in violation of the snow emergency regulations and the winter parking regulations of Section 10.11 of this Code. Removal of Vehicles. Any wrecked, disabled or abandoned vehicle or any vehicle which constitutes an obstruction or hazard to vehicular or pedestrian traffic is hereby declared~~

~~to be a public nuisance and may be abated or removed as provided in Section 6.015 of this Code.~~ Towing Contract Let by Bid. The ~~B~~board of ~~P~~ublic ~~W~~orks shall determine how to solicit for and take accept bids for the West Allis towing contract, ~~and submit same to the Common Council for approval. An advertisement for bids shall be published in the official City newspaper by the Board of Public Works for two (2) suecessive weeks before the date established for taking of bids.~~ Bids shall be upon forms provided by the ~~B~~board. The towing contract shall be awarded to that ~~responsible bidder whose bid shall result in the lowest overall cost for the service provided and~~ who, in the judgment of the ~~C~~common ~~C~~council, shall render the most satisfactory and dependable service to the City.

2. Minimum Qualifications for Bidders.

- a. ~~Bidders shall have their business locations in the City or within three (3) miles of the City's boundaries at a place properly zoned for such purpose. No business activities pursuant to the towing contract shall be conducted from or in connection with residential property in the City or from any place not properly zoned for such purpose.~~ (Reserved).
- b. Bidders may qualify for a contract only by presenting evidence that they meet the following requirements:
 - i. The towing service has e~~E~~xperience in the towing and winching of vehicles.
 - ii. The towing service is f~~F~~inancially responsibility~~le~~.
 - iii. ~~T~~the ~~bidder towing service~~ shall have in service at least ~~four (4)~~4 towing vehicles, plus ~~one (1)~~1 flatbed vehicle, and have inside storage for ~~five (5)~~5 vehicles and outside storage for ~~ten (10)~~10 vehicles on the same premises ~~and shall have trained personnel available twenty-four (24) hours a day, seven (7) days a week.~~
 - iv. The towing service is C~~C~~ertificatecertified for law enforcement wrecked or disabled towing.
 - v. Trained personnel are available to tow vehicles at all times
 - vi. The towing service has a tow lot within West Allis or within a reasonable distance from West Allis in which all towed vehicles will be stored and available to be retrieved.
- c. Bidders shall post a surety bond in the amount ~~of five thousand dollars (\$5,000)~~established by the board of public works as a guaranty of satisfactory performance of the contract; such bond to be approved by the City Attorney as to form and execution.
- d. Bidders shall file, with the executed contract, proof of worker's compensation insurance and liability insurance in minimum amounts ~~of \$500,000/\$1,000,000/\$500,000~~established by the board of public works covering all operations, premises, storage of vehicles and the contents thereof, and vehicles used in carrying out the work required under the contract. The liability policy shall be endorsed to name the City of West Allis as an additional insured. The insurance policies shall provide for a ~~thirty (30)~~30-day notice to the City in the event of cancellation.

3. Contract; Terms to be Included.

- a. The contract shall be subject to approval by the ~~E~~common ~~E~~council and shall be executed by the ~~M~~mayor and ~~E~~city ~~E~~clerk/~~Treasurer~~ on behalf of the City and shall be approved as to form by the ~~E~~city ~~A~~ttorney.
- b. The term of the contract shall be for a period of time acceptable to the board of public works~~three (3) years~~, except that the contract shall be terminable at will by the ~~E~~common ~~E~~council ~~for such cause as shall seem sufficient to the Council.~~
- c. ~~The contractor shall bind himself as follows: within thirty (30) minutes of notification by a commanding officer of the Police Department, the Director of Public Works or other~~The contractor shall respond to a request by a duly authorized officer or employee of the City,to arrive be on-site, and be prepared to remove ~~the a~~ vehicle within 30 minutes after the request is made unless~~as directed by such officer or employee of the City. Such thirty (30) minute response time shall not be applicable if the Chief of Police or Director of Public Works is satisfied that~~ a bona fide emergency prevented the ~~towing~~ contractor from timely responding.
- d. ~~The bidder agrees to have at least two (2)~~The contractor shall have at least 2 tow trucks-vehicles available to exclusively respond to calls from authorized City of West Allis representatives during declared snow emergencies.
- e. The contractor's compensation for the rendition of services shall be paid by the owner of the vehicle ~~or by his agent or representative~~ or, where ~~applicable~~required by law, by the City according to the fee schedule submitted with the contractor's bid. ~~In the case of abandoned or unclaimed vehicles sold by the City under secs. 68.28 or 342.40 of the Wisconsin Statutes, the City shall pay only the portion of the compensation which is in excess of the value of the vehicles obtained by the contractor or upon disposal by him. It shall be unlawful for t~~The towing contractor to may not charge a fee in excess of the fee schedule submitted with the contractor's bid, where an authorized agent of the City has called for the contractor's services.
- f. ~~Contractor shall notify the Chief of Police of all vehicles which have remained unclaimed in his custody for a period of thirty (30) days or, in case of abandoned vehicles, for a period of ten (10) days, including make, model, year and date of possession. If it is determined by the Chief of Police or any member of his Department designated by him that the cost of towing and storing charges for the impoundment would exceed the value of the vehicle, the vehicle may be junked or sold prior to the expiration of the impoundment period upon determination that the vehicle is not stolen or otherwise wanted for evidence or other reason.~~

~~The Chief of the Police may authorize the contractor to dispose of such vehicles and to advise the Department of Transportation of the disposition of any such vehicle according to the provisions of sec. 342.40(3)(c) of the Wisconsin Statutes. In addition, the contractor shall be responsible for complying with the provisions of sec. 342.40(3)(c) relating to notice to owners and lienholders~~(Reserved).

g. The contractor shall submit to the ~~E~~chief of ~~P~~police, on or before the tenth day of each month, a sworn statement covering all operations performed under the towing contract for the preceding month. The statement shall contain the following information:

- i. Name and address of owner of vehicle.
- ii. Date of removal of vehicle.
- iii. Make and model of the vehicle.
- iv. Location from which the vehicle was removed.
- v. Location to which the vehicle was ~~removed~~towed.
- vi. The total charge made for such removal.

h. ~~The Chief of Police is hereby authorized to assign to the contractor any cause of action which may accrue to the benefit of the City, pursuant to sec. 342.40(3)(b) of the Wisconsin Statutes, for the costs of towing, impounding and disposing of an abandoned vehicle. Any vehicle not disposed of under Section (6)(e) of this contract shall be disposed of in accordance with the provisions of sec. 342.40(3)(e) of the Wisconsin Statutes.~~

~~The Chief of Police, or any member of his Department designated by him, shall dispose of any vehicle not disposed of under subsection (6)(e) of this ordinance by sealed bid or auction after the contractor has complied with the provisions of subsection (6)(e) of this ordinance. Notice of such sale shall be done by publishing it in the official City newspaper~~(Reserved).

i. The contractor shall agree to hold the City harmless for any and all claims and damages resulting from operations conducted under the towing contract, including damage or loss to vehicles and personal property contained in said vehicles held in storage by the contractor. The contractor further agrees to defend any claim on behalf of the City and to pay all costs, damages and attorneys fees which may result from such claims.~~The insurance policies required in subsection (5)(d) shall reflect the terms of this paragraph.~~

~~The contractor shall agree to hold the City harmless from any and all claims and damages resulting from any and all operations conducted under the towing contract, and shall agree to defend any claims on behalf of the City, and to pay all costs, damages and attorneys fees which may result from such claims. The certificates of insurance required by section (5)(d) shall reflect the terms of this paragraph.~~

j. The ~~bidder~~contractor ~~agrees to~~shall post a list of prices in conformity with the bid.~~The list of prices shall be conspicuously posted and~~ in a form designed to give reasonable notice to a person retrieving a towed vehicle.

4. Police Department Fees for Services.

a. Storage of Vehicles. In addition to any other fees set forth herein, the ~~West Allis P~~police ~~D~~department is authorized to charge a fee for the storage of vehicles ~~outside the West Allis Police Department on~~City property in the amount listed in the Fee Schedule and the indoor storage of vehicles ~~at the West Allis Police Department on~~City property.~~The same rates shall apply to~~

~~the storage of vehicles on any other property owned by the City of West Allis and designated by the Chief of Police for such purpose.~~

- b. Administrative fee. The ~~West Allis Police Department~~ is authorized to charge a fee listed in the Fee Schedule for ~~West Allis Police Department~~ services related to the towing of vehicles from a highway under Wis. Stat. 349.13(3) or from private property under Wis. Stat. 349.13(3m). All service fees collected by a towing service under this paragraph shall be aggregated and forwarded together to the City treasurer at the same time as the statement is submitted to the police chief under subsection (3)(g).

~~Said fees shall be collected by the City's vehicle towing contractor along with that company's regular towing charges and paid to the City on a monthly basis.~~

5. Vehicle Towing Regulations.

- a. Repossession. A person who repossesses a motor vehicle as collateral or goods subject to a motor vehicle consumer lease shall, before repossessing the motor vehicle, notify the chief of police about the repossession in the manner required by Wis. Stat. 425.2065
- b. Vehicles Used for Reckless Driving. Pursuant to Wis. Stat. 349.115, a law enforcement officer may impound any vehicle used in the commission of a violation of Wis. Stat. 346.62 or a local ordinance in strict conformity with Wis. Stat. 346.62 at the time of issuing a citation for the offense if the person cited is the owner of the vehicle and the person has a prior conviction for a violation of Wis. Stat. 346.62 or a local ordinance in strict conformity with Wis. Stat. 346.62 for which a forfeiture was imposed that has not been fully paid. That vehicle may be impounded until the person fully pays the prior forfeiture amount and makes a deposit under Wis. Stat. 345.26 for the citation for which the vehicle was impounded. The impounded vehicle shall be returned to the owner or disposed of pursuant to Wis. Stat. 349.115(2) and (3).

6. Towing Under City Contract. Pursuant to Wis. Stat. 349.13(3), the common council finds is in the public interest to contract with a towing company for the removal of:

- a. Vehicles standing upon a highway in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Wis. Stat. Chs. 346 or 349,
- b. Abandoned vehicles under WAMC 6.015 and Wis. Stat. 342.40, and
- c. Disabled vehicles that obstruct the roadway of a freeway or expressway.

7. Charges for Removal. The operator or owner of the vehicle removed shall pay the following reasonable charges for moving or towing or any storage involved.

8. Disposal of Impounded Vehicles

- a. Each unregistered vehicle retained under Wis. Stat. 341.65 and not reclaimed by its owner or lienholder may be sold by sealed bid or auction sale, at the discretion of the police chief. The police chief shall advertise the sale by posting a public notice at the police department or an electronic version on the website of the police department. The posting of the notice at the police department or its website shall be in the same form as the certified mail notice

sent to the owner or lienholders of record.

b. Each abandoned vehicle retained under Wis. stat. 342.40 and not reclaimed by its owner or lienholder may be donated to a nonprofit organization or sold by sealed bid or auction sale, at the discretion of the police chief. The police chief shall advertise the sale by posting a public notice at the police department or an electronic version on the website of the police department. The posting of the notice at the police department or its website shall be in the same form as the certified mail notice sent to the owner or lienholders of record.

c. All other vehicles shall be disposed of pursuant to applicable law.

SECTION 16: **AMENDMENT** “10.03 Authority Of Police” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

10.03 Authority Of Police

1. To Direct Traffic; Fire and Emergency. The Police Department of the City shall enforce the provisions of this Chapter. Officers of the Department and traffic officers may direct all traffic either in person or by means of visible or audible signals in conformity with the provisions of this Chapter. In the event of a fire or other emergency, or to expedite traffic or safeguard pedestrians, police and traffic officers may direct traffic as conditions may require, notwithstanding the provisions of this Chapter.
 - a. For the purposes of directing vehicular and pedestrian traffic on public or private property or in the right-of-way areas of the City, firefighters, and community service officers, as duly appointed by the Police Chief, are hereby designated as "traffic officers" within the meaning of Wis. Stats. Secs. 340.01(70) and 346.04 and are hereby authorized to direct or regulate vehicular and pedestrian traffic pursuant to Subsection 10.03(1) of this Municipal Code.
2. Emergency Regulations. The Police Department may make and enforce regulations necessary to make effective the provisions of this Chapter, and may make and enforce temporary regulations to cover emergencies or special conditions.
3. Towing of Vehicles. See WAMC 4.25
 - a. ~~If a traffic officer authorizes the removal of a vehicle from a highway under Wis. Stat. 349.13(3) or from private property under Wis. Stat. 349.13(3m), an additional amount, as provided for such removal in the current City Vehicle Towing Contract, shall be added to the stipulation deposit or forfeiture otherwise imposed for such violation. The officer shall be deemed to have authorized the vehicle to be removed if the officer has made actual contact with someone other than the owner or operator in charge thereof to come and~~

~~remove the vehicle and before such removal is effected, the owner or operator in charge thereof moves the vehicle. Pursuant to Wis. Stat. 349.115, a law enforcement officer may impound any vehicle used in the commission of a violation of Wis. Stat. 346.62 or a local ordinance in strict conformity with Wis. Stat. 346.62 at the time of issuing a citation for the offense if the person cited is the owner of the vehicle and the person has a prior conviction for a violation of Wis. Stat. 346.62 or a local ordinance in strict conformity with Wis. Stat. 346.62 for which a forfeiture was imposed that has not been fully paid. That vehicle may be impounded until the person fully pays the prior forfeiture amount and makes a deposit under Wis. Stat. 345.26 for the citation for which the vehicle was impounded. The impounded vehicle shall be returned to the owner or disposed of pursuant to Wis. Stat. 349.115(2) and (3).~~

SECTION 17: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2024-0022**

**ORDINANCE TO AMEND REGULATIONS RELATED TO ELECTRIC SCOOTER
OPERATION AND ALLOW LIMITED SHORT-TERM COMMERCIAL RENTAL**

AMENDING SECTIONS 10.20 AND 10.23

WHEREAS, Wis. Stat. 349.237 allows the City to:

- (1) Restrict or prohibit the operation of electric scooters on any roadway under its jurisdiction having a speed limit of more than 25 miles per hour.
- (2) Restrict or prohibit the operation of electric scooters on any sidewalk or bicycle way under its jurisdiction.
- (3) Establish requirements for and limitations on the parking of electric scooters on roadways, sidewalks, bicycle lanes, or bicycle ways under its jurisdiction.
- (4) Restrict or prohibit the short-term commercial rental of electric scooters to the general public.

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

SECTION 1: **AMENDMENT** “10.20 Riding Bicycle On Sidewalk” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

10.20 Riding Bicycle On Sidewalk

1. Pursuant to ~~See Wis. Stat.~~ 346.94(1) ~~of the Wisconsin Statutes~~, the operation of bicycles upon a sidewalk is permitted in the City, except as stated below.; ~~except in the following locations: [Ord. O-2013-0050, 11-5-2013]~~
 - a. The operator of a bicycle may not drive upon any sSidewalks in the Central Business District along West Greenfield Avenue, from South 70th Street to South 76th Street, unless that operator is under 12 years of age.
~~i. This exception shall not apply to bicycles when operated by children under the age of twelve (12) years old.~~
 - b. The ~~person operating~~operator of a bicycle on a sidewalk shall follow all other applicable rules of the road.
2. Every bicycle being operated on a sidewalk and passing a pedestrian proceeding in the same direction shall be equipped with a device such as a horn, bell or buzzer to give the audible signal required by Sec. 346.804 of the Wisconsin Statutes, or the bicyclist shall verbally inform the pedestrian that the pedestrian is going to be passed and on which side.
3. The penalties set forth in Sec. 346.82 of the Wisconsin Statutes shall apply to

violations of this section.

~~{Ord. 6363, 2/3/1998; Ord. 6383, 4/21/1998}~~

SECTION 2: **AMENDMENT** “10.23 Electric Scooters” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

10.23 Electric Scooters

1. Operating restrictions
 - a. No person may operate an electric scooter on any roadway having a speed limit of more than ~~25~~ 30 miles per hour, except when operating:
 - i. Within a marked crosswalk, or
 - ii. Within a bicycle lane.
 - b. Notwithstanding Wis. Stat. 346.805, and pursuant to Wis. Stat. 349.237(2),
~~No~~ no person may operate an electric scooter on ~~any~~ a sidewalk.
2. Parking requirements. Pursuant to Wis. Stat. 349.13(1d), the owner and operator of an electric scooter involved in a parking violation are jointly liable for the violation.
 - a. No person may park an electric scooter on a roadway, bicycle lane, or bicycle way.
 - b. A person may park an electric scooter only in an upright position on a sidewalk, within a bicycle rack, or an area designated for parking electric scooters. Any person who parks an electric scooter on a sidewalk shall position the electric scooter in a manner that leaves a path on the sidewalk at least ~~four~~ 5 feet wide and does not obstruct the normal path of pedestrians.
 - c. No person may park an electric scooter in a manner that obstructs:
 - i. A crosswalk or access to a crosswalk
 - ii. A driveway or private road
 - iii. A carriage walk
 - d. Whenever any traffic officer finds an electric scooter parked ~~upon a roadway or sidewalk~~ in violation of this section, the traffic officer is authorized to move the electric scooter to a storage premises. The removal may be performed by, or under the direction of, the traffic officer. If the owner of the electric scooter is known, the traffic officer causing the removal of that electric scooter shall, within 24 hours after removal, notify the owner of the procedure for reclaiming the electric scooter and inform the owner that the electric scooter will be disposed of pursuant to Wis. Stat. 66.0139 if it remains unclaimed for a period of 30 days. The owner of the electric scooter removed shall, within 30 days of removal, reclaim the electric scooter by paying the reasonable charges for moving, ~~or towing and or any storage before it may be returned to the owner.~~

3. Short-term commercial rental ~~restriction~~**prohibition**
 - a. No person may engage in the business of short-term commercial rental of electric scooters to the general public without a short-term commercial rental agreement approved by the City.
 - b. No person who engages in the business of short-term commercial rental of electric scooters to the general public in another municipality may allow a rented scooter to be operated in the City of West Allis without a short-term commercial rental agreement approved by the City.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

PILOT AGREEMENT

for the short-term commercial rental of electric scooters

The City of West Allis (“City”) and _____ (“Rental Company”) enter into this agreement for the short-term commercial rental of electric scooters to meet the requirements imposed by WAMC 10.23(3).

The parties agree to the following terms and conditions:

1. Definitions. All definitions under Wis. Stat. § 340.01 shall apply. In addition, the following terms have the associated meanings:
 - a. “Customer” means an individual who is eligible to rent an electric scooter owned by Rental Company.
 - b. “Deploy” means to be located in a public place within the City of West Allis
 - c. “Holidays” means New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.
 - d. “Objection” means any information that could form the basis of denial, non-renewal, suspension or revocation of participation in the Program. An objection may result from information provided by any resident or from written reports filed by the Chief of Police.
 - e. “Service zone” means a geographic area of City in which electric scooters rented from Rental Company may be operated.
 - f. “User” means an individual who is operating an electric scooter owned by Rental Company with permission from Rental Company.
2. Authorization. Rental Company is authorized to engage in the short-term commercial rental of electric scooters to the general public within the City under the restrictions in law and this agreement.
3. Term. This agreement shall commence on the date upon which all parties have executed it and shall expire on December 31, 2024.
4. Termination. This agreement may be terminated by either party at any time and without cause. If a party terminates the agreement, the party shall notify the other party by email. Termination shall be effective upon delivery of notice to the other

party. Rental Company shall not allow Users to operate its electric scooters immediately upon termination. Any of Rental Company's electric scooters that are still deployed within 72 hours after termination is effective may be removed under WAMC 10.23.

5. Modification. City, through its authorized agent, may amend or repeal any of the terms of this agreement by notifying Rental Company of the modified or deleted language. Any amendment or repeal of any portion of this agreement is effective upon notice to Rental Company by email. If Rental Company is unwilling or unable to comply with any changes under this paragraph, Rental Company may terminate this agreement, at its discretion.
6. Rental Company Representative. Rental Company shall provide City with the name and contact information for a locally based operations manager who is empowered to incorporate any modifications and receive notices related to this agreement.
7. Restrictions
 - a. Deployed electric scooters. City may establish a maximum number of electric scooters that can be deployed in City at any time for more than a 24-hour period. City shall notify Rental Company of the maximum number allowed and may adjust that number by modification under paragraph 4.
 - b. Insurance Requirements. Rental Company shall provide to City a copy of its commercial general liability and auto liability insurance policies, including all endorsements, or policy language and endorsements showing they meet the requirements below and shall provide updated policy documents showing coverage at all times during the term of this agreement. Rental Company may not deploy electric scooters unless it has complied with this paragraph.
 - i. Insurance companies must be acceptable to City and should have a current A.M. Best rating of A-VIII or better.
 - ii. All policies shall be written on an occurrence form.
 - iii. Workers' Compensation and Employer's Liability – Statutory Limits
 - iv. Commercial General Liability
 - v. The City shall be added as an additional insured.
 - vi. Coverage shall apply to the risks associated with or arising out of the services provided under this Program.
 - vii. Auto Liability – If the Rental Company owns or has any long-term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any

Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).

viii. Coverage shall apply to the risks associated with or arising out of the services provided under this agreement.

c. User Agreements. Rental Company shall provide City with a copy of its standard user agreements.

d. Public Contact Information. Rental Company shall provide a website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.

8. Indemnification. Rental Company assumes full liability for all of its acts in the performance of this agreement. Rental Company will defend, indemnify, and hold harmless City against all liabilities, judgments, costs and expenses which may be claimed by a third party against City in consequence of allowing Rental Company to operate under this agreement, or which may result from the negligence or willful misconduct of the Rental Company, or the agents, employees, or workmen of the Rental Company, except to the extent arising out of or resulting from City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against City by reason of the negligence or willful misconduct of the Rental Company or Rental Company's agents, employees, workmen, customers, or users participating in the Program, or utilizing Rental Company's equipment, the Rental Company assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys fees, or other expenses resulting therefrom. Rental Company shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided that Rental Company may not settle any lawsuit on behalf of City without City's written consent that either (1) requires City to admit liability, or (2) exceeds the limits of Rental Company's insurance policies. City shall cooperate in all reasonable respects with the Rental Company and its attorneys in the defense or settlement of such lawsuit; provided, that City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

9. Public Records. Rental Company understands that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Program are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. Rental Company acknowledges that it is obligated to assist City in retaining and producing records

that are subject to the Wisconsin Public Records Law and that the Rental Company must defend and hold City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this application, Rental Company's right to participate in the Program, and the Program itself.

10. Electric Scooter Requirements. Each electric scooter deployed by Rental Company shall:

- a. Be equipped as required by Wis. Stat. §§ 347.489(1), 347.489(2), and 347.489(3).
- b. Be restricted to a maximum speed of 15 MPH, and further restricted in maximum speed in locations identified by City.
- c. Have visible language on each electric scooter and on the Rental Company's website and smartphone application which notifies the user that:
 - i. Helmet use is encouraged while riding an electric scooter
 - ii. Sidewalk riding is prohibited
 - iii. Users are required to follow all rules of the road
 - iv. Electric scooters must be parked according to law
- d. Be equipped with an on-board GPS device capable of providing real-time location data
- e. Display a unique identification or serial number, Rental Company's name, and a toll-free phone number for 24-hour customer support.

11. Use Regulations

- a. User fees must be clearly and understandably communicated to the user prior to electric scooter use.
- b. Rental Company shall explain to all users the electric scooter parking regulations found in the West Allis Municipal Code in easily understandable formats through multiple media types.
- c. Rental Company shall use geo-fencing to prohibit electric scooter operation in any area identified by the Director of Public Works
- d. Rental Company shall use geo-fencing to prohibit electric scooter parking in the following areas:
 - i. Bridges
 - ii. Other areas identified by the Director of Public Works
- e. Rental Company shall remove any electric scooters that has remained unused for 24 hours.

- f. Rental Company shall immediately remove any electric scooters that are inoperable, submerged in water, or otherwise abandoned and may not return that electric scooter to service unless it is fully functional.

12. Data Sharing. Rental Company shall provide to City quarterly reports of the following information:

- a. Aggregate customer demographic data that does not identify individual customers, individual payment methods, or their individual trip history, gathered by the system application.
- b. List of reported parking complaints including: description, location of incident, description of company response, response time
- c. Incidents of electric scooter theft and vandalism
- d. Vehicle maintenance reports
- e. Complaints received from the public
- f. Number of users participating in discount programs disaggregated by program type (low income, students, etc.), if applicable
- g. Accident/crash information
- h. Aggregate payment method information
- i. Trip origination and destination information

13. Administration Fee

- a. Rental Company shall pay the following fee to reimburse City for the cost of administering this agreement:
 - i. [insert fee]
- b. Payments shall be received within 10 business days after the end of each quarter in a form of payment determined by the City treasurer.
- c. If payment to City is not timely received, the delinquent balance shall accrue monthly compounding interest at a rate of 1% for each calendar month in which payment is delinquent.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0395**

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER
INTO A PILOT AGREEMENT BETWEEN THE CITY OF WEST ALLIS AND LIME
FOR SHORT-TERM COMMERCIAL RENTAL OF SCOOTERS**

WHEREAS, Lime Scooters has expressed interest in entering into an agreement with The City of West Allis to provide short-term commercial rental of electric scooters to the general public within the City under the restrictions in law and a pilot agreement. The city has prepared a pilot agreement for Common Council action. The agreement commences on the date upon which all parties have executed it and shall expire on December 31, 2024.

WHEREAS, the city has prepared a ordinance amendment sec. 10.20 and 10.23 relative to allowing e-scooters on certain roadways, establishing parking requirements, and an operating agreement.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the Director of Public Works to enter into a Pilot agreement between the City of West Allis and Lime for short-term commercial rental of scooters, a copy of the Pilot Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Director of Public Works forward a certified copy of this Resolution, together with the executed Pilot Agreement, to Lime and take further action on establishing geo-fencing zones and speed control in certain areas to initiate and effect the agreement.

SECTION 1: **ADOPTION** “R-2024-0395” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0395(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0346**

**RESOLUTION AUTHORIZING STAFF TO PETITION THE PUBLIC SERVICE
COMMISSION FOR A WATER RATE INCREASE**

WHEREAS, the rates presently charged to its customers by the West Allis Water Utility are insufficient and inadequate to carry on the Utility's operation at a reasonable and prudent level; and,

WHEREAS, it is in the best interest of the City of West Allis and its Water Public Utility that prompt application be made to the Public Service Commission for an increase in the rates of the West Allis Water Utility.

NOW THEREFORE, BE IT RESOLVED that the Water Systems Manager be and is hereby authorized and directed to file an application with the Public Service Commission of Wisconsin for an increase in the water rates for the City of West Allis to provide those reasonable rates which are permitted by law on existing facts for a reasonable rate of return on investment.

BE IT FURTHER RESOLVED that all City Departments be and are hereby directed to render such full assistance and cooperation to the Water Systems Manager in the preparation of exhibits, testimony and other information and data, which may be necessary and appropriate for presentation to the Public Service Commission in support of aforesaid application.

SECTION 1: **ADOPTION** "R-2024-0346" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0346(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



City of West Allis, WI

2024 Water Rate Study

Phase 2: PSC CRC App & LRCFA

July 10, 2024 City Council Meeting

Why are we here?

- Analyze the impact of planned capital projects on the water utility & PSC rate performance
- Ehlers to identify fiscal sustainability
- Our process:
 - ✓ Historical Rate Performance
 - ✓ Future Projections:
 - O&M, Depreciation, PILOT
 - Funding Projects: Debt vs. Cash
 - Rate Impact

PSC Windows of Opportunity to Adjust Rates

Simplified Rate Case (“SRC”)

- Once a year and only if eligible
- Eligibility based on time and finances
 - Time: Once a year and w/in 5 years since last CRC
 - Finances: if PSC report indicates that year’s SRC rate would not take utility over benchmark ROR

Conventional Rate Case (“CRC”)

- Eligible whenever
- PSC will generally want their math

Water: Historical Rate Implementation

- Rates were last adjusted in
 - ✓ November 1, 2020 through a CRC
 - ✓ July 1, 2023 through a PWAC
- Eligibility for SRC
 - ✓ Timing: until November 1, 2025
 - ✓ Financial: not currently eligible from 2023 PSC Annual Report

Water: Historical Rate Performance

Shown with no increase						
Revenue Requirement						Budget
Component	Description	2020	2021	2022	2023	2024
Cash Basis						
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341
2	Debt	\$2,762,516	\$1,645,156	\$3,774,069	\$1,426,029	\$1,300,254
3	Cash Funded Capital	\$1,105,006	\$658,062	\$1,803,941	\$3,804,339	\$520,102
	Less:					
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000
	Interest Income	\$0	\$0	\$15,421	\$0	\$0
	Revenue Requirement (Costs less Other Income)	\$10,908,023	\$8,949,776	\$12,386,132	\$11,317,948	\$9,022,696
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000
	Rate Adequacy	(\$2,576,385)	(\$516,472)	(\$3,636,906)	(\$2,994,491)	(\$218,696)
	Rate Adjustment Needed	30.92%	6.12%	41.57%	35.98%	2.48%
Utility Basis (PSC)						
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341
2	Depreciation	\$836,222	\$749,823	\$735,000	\$740,722	\$803,888
	NIRB	\$26,152,762	\$26,296,442	\$26,033,795	\$26,860,747	\$27,413,503
	PSC Benchmark ROI %	5.70%	4.90%	4.90%	6.50%	6.30%
3	PSC Calculated ROI	\$1,490,707	\$1,288,526	\$1,275,656	\$1,745,949	\$1,727,051
	Less:					
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000
	Revenue Requirement (Costs less Other Income)	\$9,367,430	\$8,684,907	\$8,834,199	\$8,574,251	\$9,733,280
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000
	Rate Adequacy	(\$1,035,792)	(\$251,603)	(\$84,973)	(\$250,794)	(\$929,280)
	Rate Adjustment Needed	12.43%	2.98%	0.97%	3.01%	10.56%

Can't afford new debt

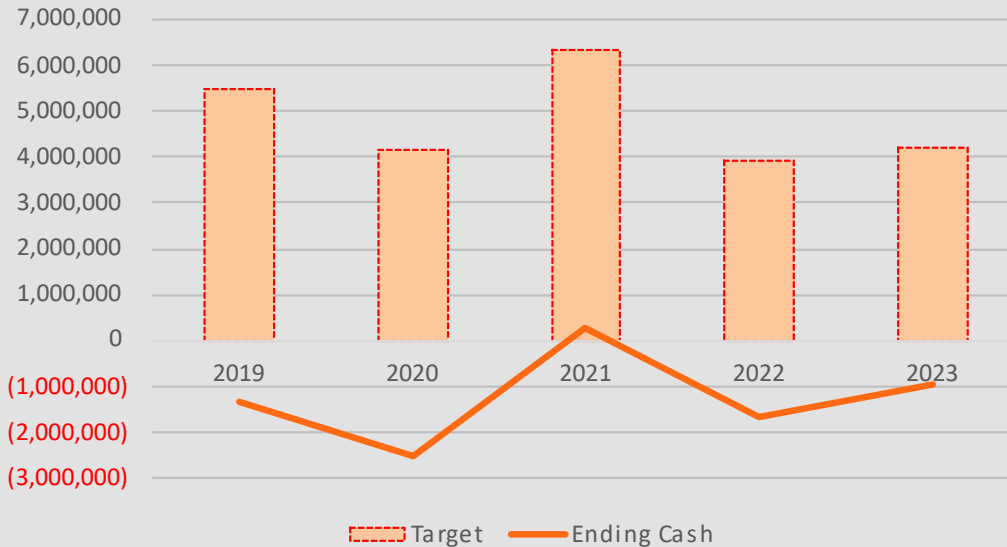
PSC Math has a compounding affect on water rates

433

Notes:
^Includes recommended debt coverage at 1.4x annual debt payment

Water: Historical Financial Indicators

Reserves- Actual vs. Target



- Cash is the paramount resource utilities have to meet expenses, cope with emergencies, and navigate business interruptions
- Tied with Debt Coverage for Moody's weighted avg. importance to utility credit rating
- Target reserves to fund deficits and capital (4mos)

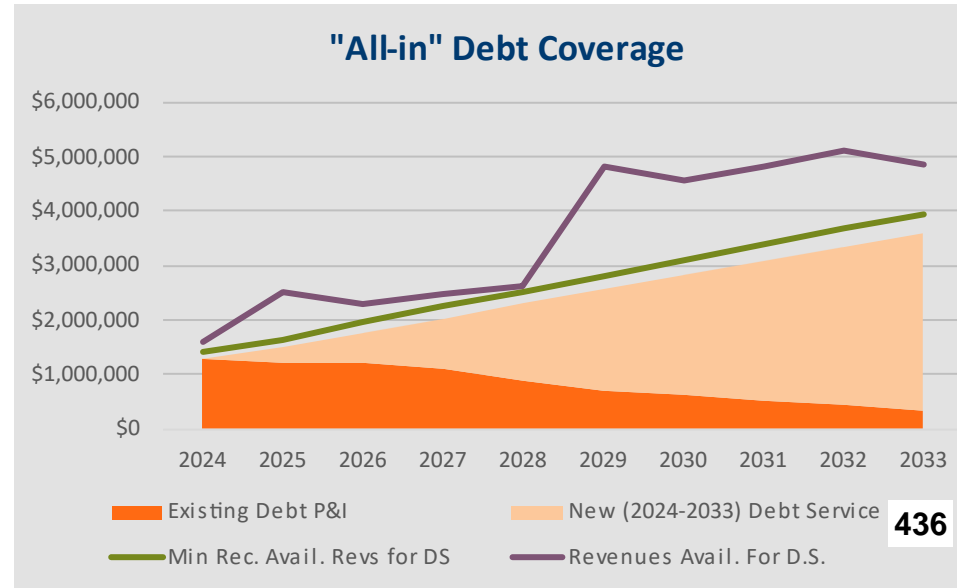
Water rate options

- Simplified: not eligible
- Conventional
 - ✓ Even in a scenario with declining ROR, the adjustment needed increases

	2024	2025	2026
<u>Rate of Return</u>			
Average Utility Plant in Service	41,361,719	47,980,192	55,208,492
Plus: Materials and Supplies	150,209	150,209	150,209
Less: Avg. Utility Plant Accum. Depreciation	14,098,425	14,555,277	15,097,359
Less: Regulatory Liability	0	0	0
Average Net Investment Rate Base (NIRB)	27,413,503	33,575,124	40,261,342
Net Operating Income	797,771	246,709	(315,915)
ROR	2.91%	0.73%	-0.78%
PSC Projected Benchmark	6.30%	6.00%	5.00%
Rate Adj. to benchmark	10.56%	20.1%	26.5%

Water: Future Projection (Tables 6-11)

- Utility investing in 62M of added capital 2024-2032
- With no cash CIP will have to be funded by debt or outside sources
- Ehlers structured a 10-year debt model with structured debt service increasing 250k per year for stabilized rate adjustments that match PSC rate making practices



Water Rate Application Results

Revenue Requirement		Shown with no increase				Budget	Test Year
Component	Description	2020	2021	2022	2023	2024	2024
Utility Basis (PSC)							
1	O&M and PILOT	\$7,211,133	\$6,801,902	\$6,911,743	\$6,453,241	\$7,659,341	\$7,289,878
2	Depreciation	\$836,222	\$749,823	\$735,000	\$740,722	\$803,888	\$803,888
	NIRB	\$26,152,762	\$26,296,442	\$26,033,795	\$26,860,747	\$27,413,503	\$27,413,503
	PSC Benchmark ROI %	5.70%	4.90%	4.90%	6.50%	6.30%	6.30%
3	PSC Calculated ROI	\$1,490,707	\$1,288,526	\$1,275,656	\$1,745,949	\$1,727,051	\$1,727,051
	Less:						
	Other Revenue	\$170,632	\$155,344	\$88,200	\$365,661	\$457,000	\$353,000
	Revenue Requirement (Costs less Other Income)	\$9,367,430	\$8,684,907	\$8,834,199	\$8,574,251	\$9,733,280	\$9,467,817
	User Rates Revenue	\$8,331,638	\$8,433,304	\$8,749,226	\$8,323,457	\$8,804,000	\$8,361,309
	Rate Adequacy	(\$1,035,792)	(\$251,603)	(\$84,973)	(\$250,794)	(\$929,280)	(\$1,106,508)
	Rate Adjustment Needed	12.43%	2.98%	0.97%	3.01%	10.56%	13.34%

Water Rate Comparison: By County (3); Class (AB/C)

Utility Name	County	Utility Class	Min Qtrly Bill (5/8 mete	6000 G	12000 G	15000 G	Effective Da
City of Waukesha Water Utility	Waukesha	AB	\$ 48.00	\$ 89.40	\$ 130.80	\$ 151.50	10/1/2023
Union Grove Municipal Water Utility	Racine	C	\$ 33.00	\$ 75.54	\$ 118.08	\$ 139.35	4/1/2024
Glendale Water Utility	Milwaukee	AB	\$ 30.00	\$ 68.52	\$ 107.04	\$ 126.30	6/20/2023
Wauwatosa Water Utility	Milwaukee	AB	\$ 20.00	\$ 61.60	\$ 103.20	\$ 124.00	8/7/2023
South Milwaukee Water Utility	Milwaukee	AB	\$ 34.91	\$ 68.83	\$ 102.75	\$ 119.71	2/1/2024
Village of Fox Point Water Utility	Milwaukee	C	\$ 24.36	\$ 60.44	\$ 96.52	\$ 114.56	8/1/2021
Mequon Municipal Water Utility	Milwaukee	AB	\$ 31.32	\$ 63.06	\$ 94.80	\$ 110.67	12/18/2023
Village of Sussex Water Public Utility	Waukesha	C	\$ 39.00	\$ 66.30	\$ 93.60	\$ 107.25	12/26/2019
Mukwonago Municipal Water Utility	Waukesha	C	\$ 33.95	\$ 63.65	\$ 93.35	\$ 108.20	1/6/2022
City of Pewaukee Water Utility	Waukesha	C	\$ 30.00	\$ 58.50	\$ 87.00	\$ 101.25	3/1/2024
New Berlin Water Utility	Waukesha	AB	\$ 21.00	\$ 53.70	\$ 86.40	\$ 102.75	4/1/2024
Franklin Municipal Water Utility	Milwaukee	AB	\$ 25.22	\$ 55.46	\$ 86.10	\$ 101.82	6/23/2016
Shorewood Municipal Water Utility	Milwaukee	C	\$ 30.00	\$ 57.04	\$ 84.08	\$ 97.60	1/6/2023
Village of Caledonia Water Utility	Racine	AB	\$ 22.09	\$ 51.05	\$ 80.01	\$ 94.49	3/15/2021
Village of Greendale Water Utility	Milwaukee	AB	\$ 21.02	\$ 49.46	\$ 77.90	\$ 92.12	9/30/2023
City of Oconomowoc Utilities	Waukesha	AB	\$ 27.00	\$ 52.20	\$ 77.40	\$ 90.00	9/1/2021
Burlington Municipal Waterworks	Racine	C	\$ 31.10	\$ 53.10	\$ 75.10	\$ 86.10	9/14/2023
Milwaukee Water Works	Milwaukee	AB	\$ 25.75	\$ 50.39	\$ 75.03	\$ 87.35	4/1/2023
Hartland Municipal Water Utility	Waukesha	C	\$ 28.70	\$ 51.14	\$ 73.58	\$ 84.80	12/16/2023
West Allis Municipal Water Utility (TY24 CRC)	Milwaukee	AB	\$ 23.81	\$ 48.02	\$ 72.23	\$ 84.34	TBD
Racine Water Works Commission	Racine	AB	\$ 22.30	\$ 47.18	\$ 72.06	\$ 84.50	10/26/2020
City of Muskego Water Public Utility	Waukesha	C	\$ 27.82	\$ 49.36	\$ 70.90	\$ 81.67	1/1/2021
Village of Pewaukee Water Utility	Waukesha	C	\$ 24.00	\$ 46.38	\$ 68.76	\$ 79.95	3/1/2022
Brookfield Municipal Water Utility	Waukesha	AB	\$ 20.31	\$ 44.01	\$ 68.73	\$ 82.11	12/1/2023
Oak Creek Water and Sewer Utility	Milwaukee	AB	\$ 27.58	\$ 47.92	\$ 68.26	\$ 78.43	11/15/2017
Village of Waterford Water and Sewer Utility	Racine	C	\$ 23.97	\$ 45.75	\$ 67.53	\$ 78.42	6/20/2019
Village of Whitefish Bay Water Utility	Milwaukee	AB	\$ 27.00	\$ 46.60	\$ 66.20	\$ 76.00	12/1/2020
West Allis Municipal Water Utility (Current)	Milwaukee	AB	\$ 21.01	\$ 42.37	\$ 63.73	\$ 74.41	7/1/2023
Village of Menomonee Falls Water Utility	Waukesha	AB	\$ 11.52	\$ 37.38	\$ 63.24	\$ 76.17	1/1/2017
Brown Deer Water Public Utility	Milwaukee	C	\$ 23.71	\$ 42.43	\$ 61.15	\$ 70.51	12/1/2023
Milwaukee Water Works	Milwaukee	AB	\$ 20.60	\$ 40.28	\$ 59.96	\$ 69.80	4/1/2023
City of Cudahy Water Utility	Milwaukee	AB	\$ 19.65	\$ 37.65	\$ 55.65	\$ 64.65	2/1/2022
Milwaukee Water Works	Milwaukee	AB	\$ 25.75	\$ 39.43	\$ 53.11	\$ 59.95	4/1/2023
Brookfield Tn Of Sanitary Dist No 4	Waukesha	C	\$ 30.30	\$ 40.98	\$ 51.66	\$ 57.00	9/21/2023

Impact on Avg. Residential Bill

Year	Water					Utility Bill (Annual)	Change Over Prior Year	% of MHI (72,458)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year				
		<u>Tiered</u>	<u>Serv. + PFP</u>						
2023		2.67	36.28	\$ 77.83		\$ 311.30		0.43%	2023
2024	0.00%	2.67	36.28	\$ 77.83	\$ -	\$ 311.30	\$ -	0.43%	2024
2025	13.34%	3.03	41.12	\$ 88.21	\$ 10.38	\$ 352.83	\$ 41.53	0.49%	2025
2026	0.00%	3.03	41.12	\$ 88.21	\$ -	\$ 352.83	\$ -	0.49%	2026
2027	4.00%	3.15	42.76	\$ 91.73	\$ 3.53	\$ 366.94	\$ 14.11	0.51%	2027
2028	4.00%	3.27	44.47	\$ 95.40	\$ 3.67	\$ 381.62	\$ 14.68	0.53%	2028
2029	22.62%	4.01	54.54	\$ 116.99	\$ 21.58	\$ 467.95	\$ 86.34	0.65%	2029
2030	0.00%	4.01	54.54	\$ 116.99	\$ -	\$ 467.95	\$ -	0.65%	2030
2031	4.00%	4.17	56.72	\$ 121.67	\$ 4.68	\$ 486.67	\$ 18.72	0.67%	2031
2032	4.00%	4.34	58.99	\$ 126.53	\$ 4.87	\$ 506.14	\$ 19.47	0.70%	2032
2033	0.00%	4.34	58.99	\$ 126.53	\$ -	\$ 506.14	\$ -	0.70%	2033
Total Change over planning period					\$ 48.71	\$ 194.84			

Notes:

1. Current water volumetric rate is \$2.67 per 100 cubic feet for the first 10,000 cubic feet.
2. The water user charges include a quarterly service charge of \$21.01 plus a public fire protection charge of \$15.27 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$21.50 for the first 0-10 CCF and \$2.15 per CCF for anything over 10 CCF for 5/8 inch meter.
4. The usage is assumed to be 1,556 CF per quarter.

Recommendations

- Current Cash Position will require debt for near term capital
- File Full Rate case for Test Year 2024 @ Full ROR to
 - ✓ Build cash to healthy position over time
 - ✓ Avoid further debt pressures
 - ✓ Pay existing and proposed obligations
- Waiting will cause further pressure w/o significant new users



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Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

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July 10, 2024

2024 WATER RATE STUDY:

City of West Allis, WI

Phase 2: Conventional Rate Case Application Filing & Long-Range Cash Flow Analysis



Prepared by:

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Advisors:

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Senior Municipal Advisor
Peter Curtin
Fiscal Consultant

BUILDING COMMUNITIES. IT'S WHAT WE DO.



2024 Water Rate Study: Phase 2

Section 1 — Historical Analysis

City of West Allis, WI

City of West Allis, WI

Notes:

In _____es _____e _____en _____e _____et _____o _____e _____a _____e at _____ _____ann _____a _____e _____t _____ay _____ent

Table 2 Water Utility Rate Performance Charts

City of West Allis, WI

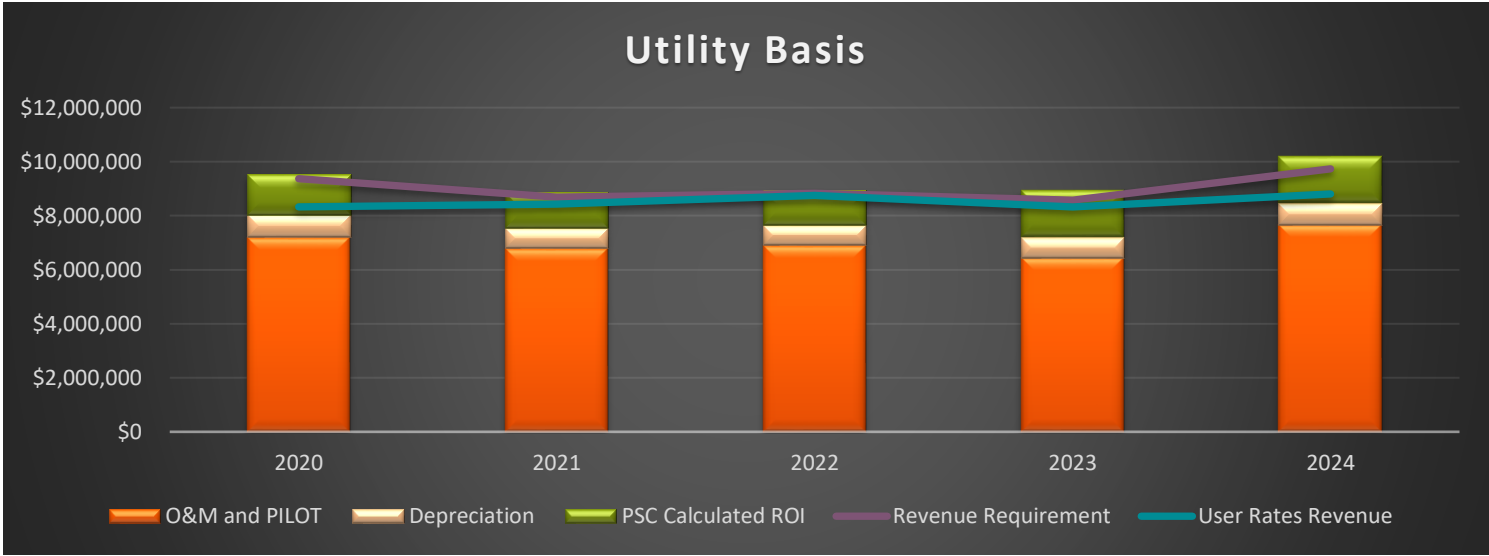
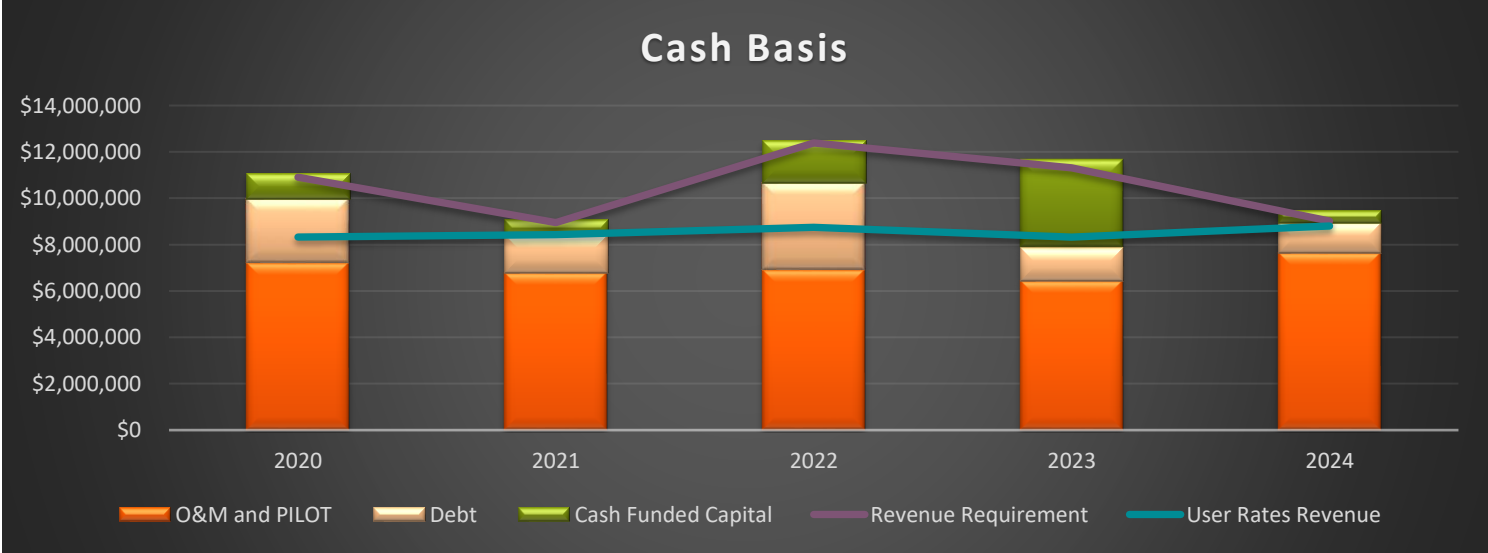


Table 3 Water Utility Cash Flow Analysis - Historical 2019-2023

City of West Allis, WI

	Actual				Estimated
	2019	2020	2021	2022	2023
Revenues					
Total Revenues to Use Rates					
Percent Increase to User Rates		3.89%			0.66%
Total Rate Revenues					
Total Revenues					
Less: Expenses					
Operation and Maintenance					
Capital Payment					
Net Debt Service and Capital Expenses					
Estimated Debt					
Transfer In to Contingency					
Less Capital Projects					
Debt Proceeds Grants					
Recon to Asset					
Net Annual Cash Flow	\$935,864	(\$1,151,290)	\$2,773,838	(\$1,934,106)	\$809,848
Restate and Unrestate as Balance					
Balance at End of Year					
Net Annual as of Addition Station					
Balance at End of Year					

Notes:

City of West Allis, WI

Rate of Return									
Total Utility Quant in Se									
Total Utility Quant in Se									
Accumulate Total Quant in Se									
Contingent Quant in Se									
Contingent Quant in Se									
Accumulate Contingent Quant in Se									
Utility Quant Accumulate Depletion									
Utility Quant Accumulate Depletion									
Accumulate Utility Quant in Se									
Less Accumulate Utility Quant Accumulate Depletion									
Less Regulatory Penalty									
Accumulate Net Investment Rate Base NIR									
Net Operating Income									
RR									
Penalty									

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Notes:

This operating ratio indicates the operating expenses of the utility relative to the operating revenues and the depreciation expense on the plant and equipment in the year. A ratio less than 1.0 indicates that the utility's operating expenses are less than the operating revenues.

Leverage

Total Debt	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Total Net Assets	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Debt to Equity Ratio	1.00	1.00	1.00	1.00	1.00	1.00

Notes:

This ratio measures the extent to which the utility's assets are financed by debt. A ratio greater than 1.0 indicates that the utility has more long-term debt than equity in the system's assets. There are no national standards for this ratio and utilities are encouraged to assess this ratio in their own context. In general, the lower the ratio, the better the utility's financial position. The ratio is calculated as the ratio of total debt to total net assets.

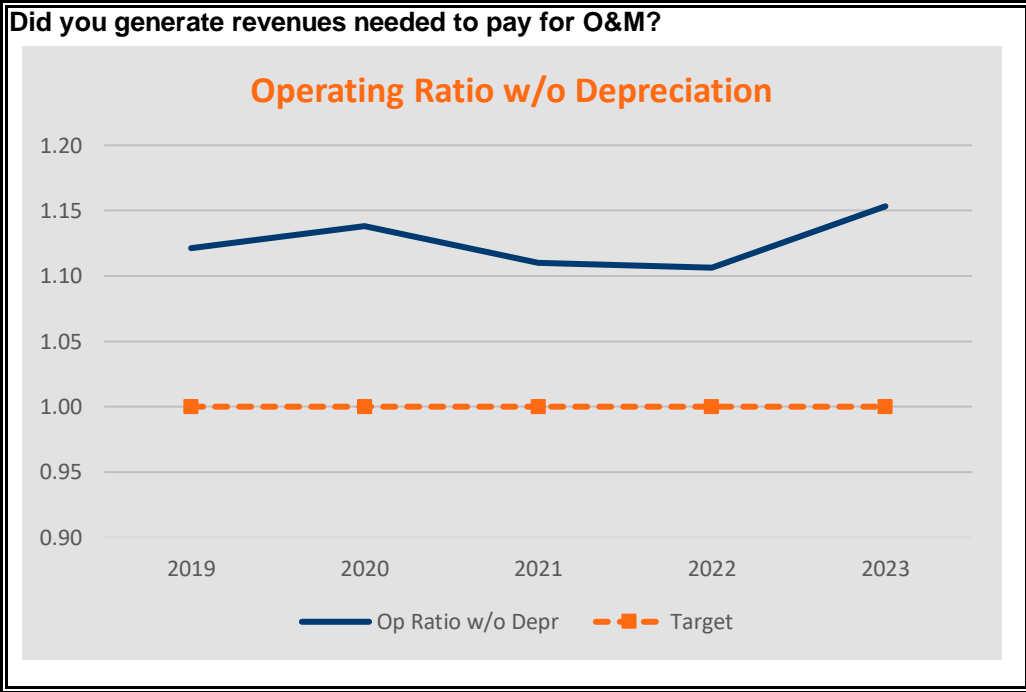
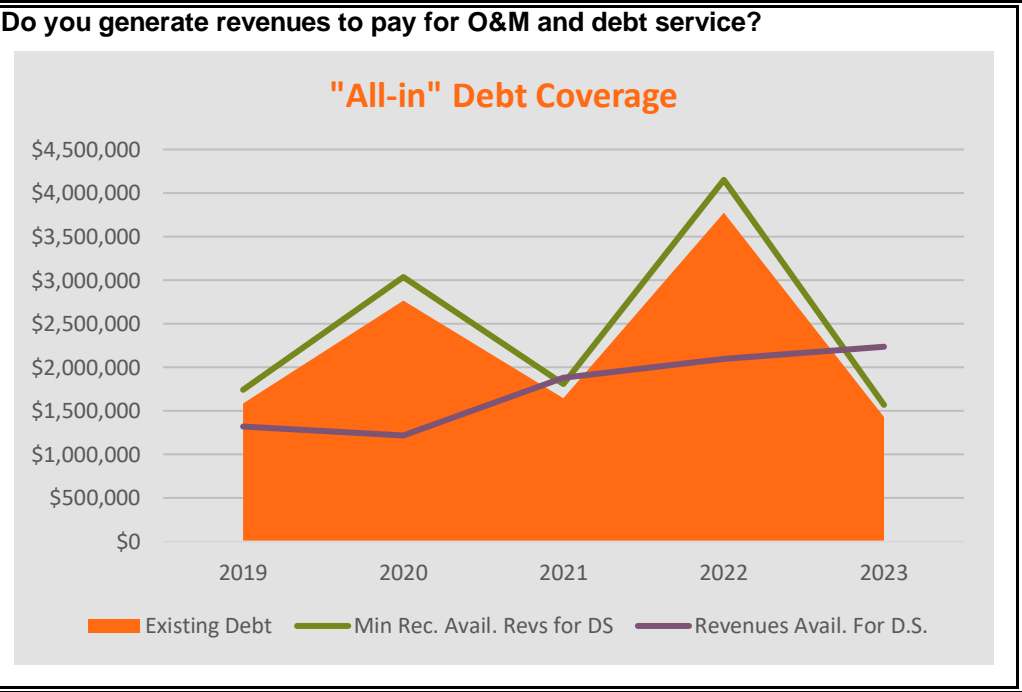
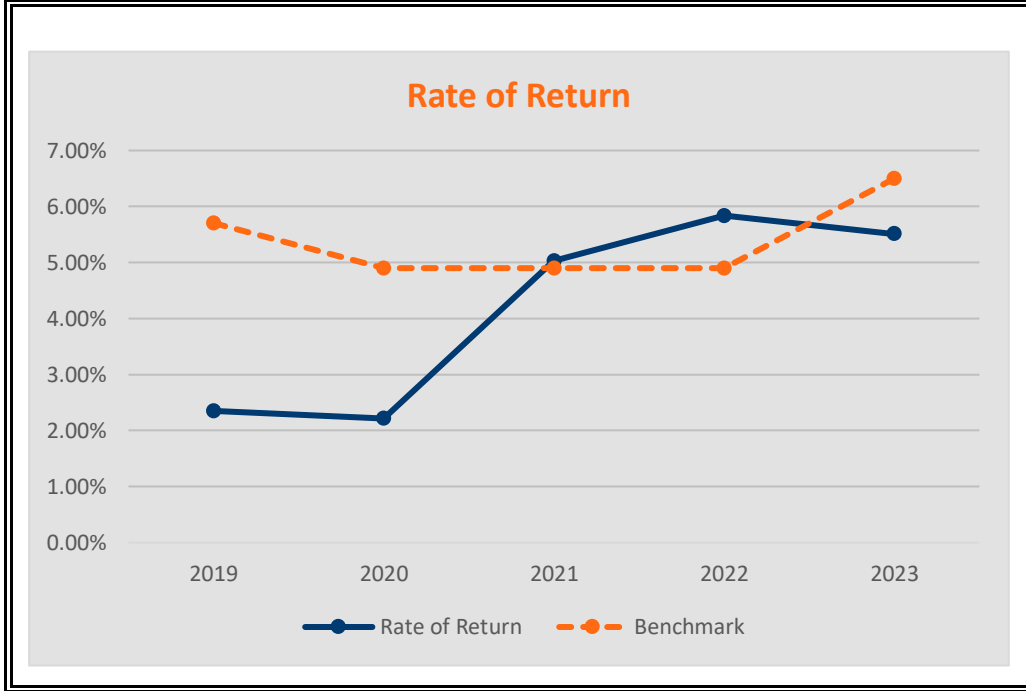
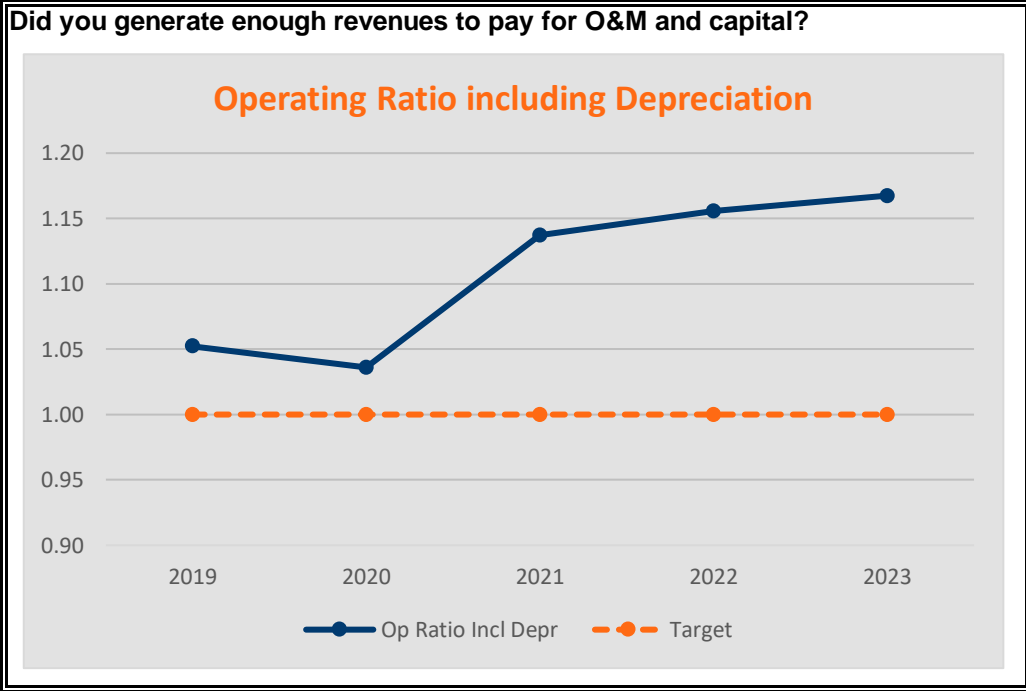
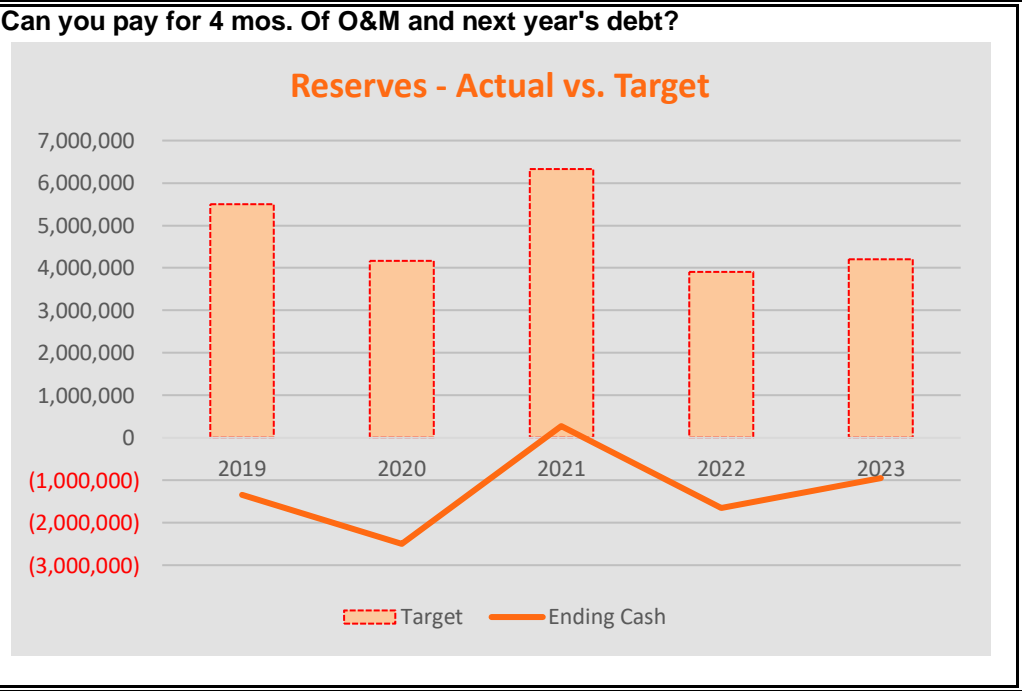
Condition of Assets:

Asset Depreciation Expense	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Total Net Assets	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000
Asset Depreciation	1.00	1.00	1.00	1.00	1.00	1.00

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 1.0, the assets are nearing the end of their useful life and the need for replacement is increasing. The average of this indicator is usually on the order of 0.5, indicating that the assets are halfway through their useful life.

Table 5
Water Utility Financial Health Charts
City of West Allis, WI





2024 Water Rate Study: Phase 2

Section 2 — Long-Range Cash Flow Analysis

City of West Allis, WI

Table 6
Water Utility Capital Improvement Plan

City of West Allis, WI

Projects	Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	Totals
Water Treatment Plant	General Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	45,963,900
Water Treatment Plant	General Fund	1,000,000									165,000
Distribution System	General Fund	1,000,000									250,000
Hydrants	General Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,357,948
Water Meter Replacement	General Fund	1,000,000									500,000
Sanitary Sewer	General Fund	1,000,000									40,000
Water Main Relay	General Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	4,547,295
Water Meters	General Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	2,715,895
Reservoir Station Upgrade Electrical System	General Fund		1,000,000								992,000
Reservoir Station New Back Generator	General Fund		1,000,000								550,000
Reservoir Station Replace Control Valve	General Fund	1,000,000									350,000
Reservoir Station Replace Motor	General Fund	1,000,000									12,000
Reservoir Station Drain Clean Insert 2 G Unchlorination Tanks	General Fund	1,000,000									112,400
Water Station Replace Control Valve	General Fund	1,000,000									75,000
Water Station Electric Drive Day Tank	General Fund	1,000,000									10,000
Water Station Cross Connection Control Back Generator Backflow Preventer	General Fund	1,000,000									2,500
Water Station Installation Water Meter	General Fund	1,000,000									11,000
Water Station Property Issues	General Fund	1,000,000									5,000
Water Station Water Meter Replacement	General Fund	1,000,000									82,000
Water Roles Water Treatment Plant Replacement	General Fund	1,000,000									25,000
Reservoir Class Water Access Control Gate Installation	General Fund	1,000,000									8,000
Reservoir Class Water Access Control Gate DNR Contract	General Fund	1,000,000									8,000
Reservoir Station Replace Inlets	General Fund			1,000,000							25,000
Reservoir Station Replace Air	General Fund			1,000,000							77,000
Reservoir Station Station Retrofitted Station Water Meter and Electric Motors and Control System	General Fund		1,000,000								512,000
Maintenance Storage System and Water Meter	General Fund		1,000,000								575,000
Water Roles Water Treatment Plant	General Fund				1,000,000						516,400
Water Roles Water Treatment Plant	General Fund				1,000,000						628,000
Reservoir Station Replace Control Valve	General Fund					1,000,000					350,000
Reservoir Station New As-built Day	General Fund					1,000,000					25,000
Water Station Replace Back Generator	General Fund					1,000,000					550,000
Water Station Electrical System Upgrade	General Fund					1,000,000					992,000
Water Station Replace and Upgrade Air System	General Fund					1,000,000					75,000
Water Station Gas Meter Installation	General Fund					1,000,000					17,000
Reservoir Class Water Replacement	General Fund					1,000,000					264,000
Actual CIP Costs		5,645,900	8,350,200	6,106,400	5,846,000	7,901,230	6,978,153	7,075,968	7,183,565	7,301,922	62,389,338

Sources of Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	
General Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	62,389,338
Revenue Debt										0
Grants/Assessments										0
State Assessments										0
Gas										0
Total	5,645,900	8,350,200	6,106,400	5,846,000	7,901,230	6,978,153	7,075,968	7,183,565	7,301,922	62,389,338

Notes:

Table 7
Capital Improvements Financing Plan
City of West Allis, WI

	2024		2025		2026		2027		2028		2029		2030		2031		2032	
	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion	G.O. Notes	Water Portion
CIP Projects ¹	2024 Water Projects		2025 Water Projects		2026 Water Projects		2027 Water Projects		2028 Water Projects		2029 Water Projects		2030 Water Projects		2031 Water Projects		2032 Water Projects	
Sewer	-		-		-		-		-		-		-		-		-	
Water	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
Storm	-		-		-		-		-		-		-		-		-	
Subtotal Project Costs	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
CIP Projects ¹	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,846,000	5,846,000	7,901,230	7,901,230	6,978,153	6,978,153	7,075,968	7,075,968	7,183,565	7,183,565	7,301,922	7,301,922
Less Other Available Revenues																		
Cash Available	-	0	-	0	-	0	(460,000)	(460,000)	(890,000)	(890,000)	(780,000)	(780,000)	(400,000)	(400,000)	-		-	
Net Borrowing Requirement	5,645,900	5,645,900	8,350,200	8,350,200	6,106,400	6,106,400	5,386,000	5,386,000	7,011,230	7,011,230	6,198,153	6,198,153	6,675,968	6,675,968	7,183,565	7,183,565	7,301,922	7,301,922
Estimated Issuance Expenses	149,588	149,588	191,650	191,650	156,900	156,900	146,975	146,975	173,013	173,013	160,525	160,525	167,025	167,025	173,763	173,763	175,563	175,563
TOTAL TO BE FINANCED	5,795,488	5,795,488	8,541,850	8,541,850	6,263,300	6,263,300	5,532,975	5,532,975	7,184,243	7,184,243	6,358,678	6,358,678	6,842,993	6,842,993	7,357,328	7,357,328	7,477,484	7,477,484
Estimated Interest Earnings	3.00%	(42,344)	3.00%	(62,627)	3.00%	(45,798)	3.00%	(43,845)	3.00%	(59,259)	3.00%	(52,336)	3.00%	(53,070)	3.00%	(53,877)	3.00%	(54,764)
Assumed spend down (months)	3.00	(42,344)	3.00	(62,627)	3.00	(45,798)	3.00	(43,845)	3.00	(59,259)	3.00	(52,336)	3.00	(53,070)	3.00	(53,877)	3.00	(54,764)
Rounding		1,857		777		2,498		870		17		3,658		76		1,549		2,280
NET BOND SIZE	5,755,000	5,755,000	8,480,000	8,480,000	6,220,000	6,220,000	5,490,000	5,490,000	7,125,000	7,125,000	6,310,000	6,310,000	6,790,000	6,790,000	7,305,000	7,305,000	7,425,000	7,425,000

Notes:
1) Source of Project Totals

Table 8
Water Utility Projected Debt Service Payments (PROPOSED)

City of West Allis, WI

NAME	General Obligation Prom Notes Series 2024				General Obligation Prom Notes Series 2025				General Obligation Prom Notes Series 2026				General Obligation Prom Notes Series 2027				General Obligation Prom Notes Series 2028				General Obligation Prom Notes Series 2029				General Obligation Prom Notes Series 2030				General Obligation Prom Notes Series 2031				General Obligation Prom Notes Series 2032				PROPOSED Water Utility Debt Service Summary							
AMT	\$5,755,000				\$8,480,000				\$6,220,000				\$5,490,000				\$7,125,000				\$6,310,000				\$6,790,000				\$7,305,000				\$7,425,000											
DATED	10/1/2024				10/1/2025				10/1/2026				10/1/2027				10/1/2028				10/1/2029				10/1/2030				10/1/2031				10/1/2032											
MATURE	4/1				4/1				4/1				4/1				4/1				4/1				4/1				4/1				4/1											
RATE	3.45-4.2%				3.55-4.3%				3.65-4.4%				4.25%				4.25%				4.25%				4.25%				4.25%				4.25%											
Year	Principal	Est. Rate ¹	Interest	Total	Principal	Est. Rate ¹	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year			
2024																																												
2025	50,000	3.750%	226,278	276,278																																								
2026	0	3.650%	225,340	225,340	0	3.850%	340,746	340,746																																				
2027	100,000	3.500%	223,590	323,590	0	3.750%	340,746	340,746	15,000	3.950%	258,574	273,574																																
2028	100,000	3.450%	220,115	320,115	215,000	3.600%	336,876	551,876	35,000	3.850%	257,604	292,604	15,000	4.250%	233,006	248,006																												
2029	100,000	3.450%	216,665	316,665	240,000	3.550%	328,746	568,746	120,000	3.700%	254,711	374,711	45,000	4.250%	231,731	276,731	0	4.250%	302,813	302,813																								
2030	100,000	3.450%	213,215	313,215	240,000	3.550%	320,226	560,226	140,000	3.650%	249,936	389,936	110,000	4.250%	228,438	338,438	20,000	4.250%	302,388	322,388	0	4.250%	268,175	268,175																				
2031	100,000	3.470%	209,755	309,755	240,000	3.550%	311,706	551,706	155,000	3.650%	244,552	399,552	110,000	4.250%	223,763	337,763	100,000	4.250%	299,838	399,838	0	4.250%	268,175	268,175	0	4.250%	298,350	298,350																
2032	100,000	3.500%	206,270	306,270	240,000	3.570%	303,162	543,162	170,000	3.650%	238,621	408,621	110,000	4.250%	219,088	329,088	100,000	4.250%	295,588	395,588	55,000	4.250%	267,006	322,006	0	4.250%	283,156	283,156	0	4.250%	310,463	310,463												
2033	100,000	3.550%	202,745	302,745	260,000	3.600%	294,198	554,198	190,000	3.670%	232,032	422,032	110,000	4.250%	214,413	324,413	100,000	4.250%	291,338	391,338	55,000	4.250%	264,669	319,669	65,000	4.250%	267,325	332,325	0	4.250%	310,463	310,463	0	4.250%	315,563	315,563								
2034	280,000	3.650%	195,860	475,860	385,000	3.650%	282,491	667,491	210,000	3.700%	224,660	434,660	110,000	4.250%	209,738	319,738	100,000	4.250%	287,088	387,088	55,000	4.250%	262,331	317,331	65,000	4.250%	250,750	315,750	70,000	4.250%	308,975	378,975	0	4.250%	315,563	315,563								
2035	500,000	3.750%	181,375	681,375	530,000	3.750%	265,528	795,528	230,000	3.750%	216,463	446,463	110,000	4.250%	205,063	315,063	100,000	4.250%	282,838	382,838	55,000	4.250%	259,994	314,994	65,000	4.250%	233,431	298,431	70,000	4.250%	306,000	376,000	65,000	4.250%	314,181	379,181								
2036	790,000	3.900%	156,595	946,595	640,000	3.850%	243,270	883,270	290,000	3.850%	206,568	496,568	110,000	4.250%	200,388	310,388	100,000	4.250%	278,588	378,588	55,000	4.250%	257,656	312,656	65,000	4.250%	215,369	280,369	70,000	4.250%	303,025	373,025	65,000	4.250%	311,419	376,419								
2037	970,000	4.000%	121,790	1,091,790	760,000	4.000%	215,750	975,750	350,000	3.950%	194,073	544,073	110,000	4.250%	195,713	305,713	100,000	4.250%	274,338	374,338	55,000	4.250%	255,319	310,319	65,000	4.250%	196,563	261,563	70,000	4.250%	300,050	370,050	65,000	4.250%	308,656	373,656								
2038	1,140,000	4.100%	79,020	1,219,020	900,000	4.100%	182,100	1,082,100	415,000	4.100%	178,653	593,653	110,000	4.250%	191,038	301,038	100,000	4.250%	270,088	370,088	55,000	4.250%	252,981	307,981	65,000	4.250%	177,013	242,013	70,000	4.250%	297,075	367,075	65,000	4.250%	305,894	370,894								
2039	1,325,000	4.200%	27,825	1,352,825	1,040,000	4.200%	141,810	1,181,810	485,000	4.200%	159,960	644,960	110,000	4.250%	186,363	296,363	100,000	4.250%	265,838	365,838	55,000	4.250%	250,644	305,644	65,000	4.250%	156,613	221,613	70,000	4.250%	294,100	364,100	65,000	4.250%	303,131	368,131								
2040					2,790,000	4.300%	59,985	2,849,985					485,000	4.300%	139,348	624,348	110,000	4.250%	181,688	291,688	55,000	4.250%	261,588	361,588	65,000	4.250%	135,256	200,256	70,000	4.250%	291,125	361,125	65,000	4.250%	300,369	365,369								
2041													2,930,000	4.400%	64,460	2,994,460					675,000	4.250%	165,006	840,006	320,000	4.250%	112,944	177,944	70,000	4.250%	288,150	358,150	65,000	4.250%	297,606	362,606								
2042																	830,000	4.250%	228,225	1,058,225	55,000	4.250%	243,631	298,631	65,000	4.250%	89,675	154,675	70,000	4.250%	285,175	355,175	65,000	4.250%	294,844	359,844								
2043																	4,955,000	4.250%	105,294	5,060,294	55,000	4.250%	282,200	241,294	65,000	4.250%	65,344	130,344	70,000	4.250%	282,200	352,200	65,000	4.250%	292,081	357,081								
2044																					5,650,000	4.250%	120,063	5,770,063	65,000	4.250%	39,950	104,950	70,000	4.250%	279,225	349,225	65,000	4.250%	289,319	354,319								
2045																																												
2046																																												
2047																																												
TOTALS	5,755,000		2,706,438	8,461,438	8,480,000		3,967,336	12,447,336	6,220,000		3,120,211	9,340,211	5,490,000		2,960,763	8,450,763	7,125,000		3,998,506	11,123,506	6,310,000		3,706,213	10,016,213	6,790,000		2,535,231	9,325,231	7,305,000		4,269,656	11,574,656	7,425,000		4,360,181	11,785,181	60,900,000	31,624,534	92,524,534		TOTALS			

Notes:

- 1) Rate assumes NR sale + .25
2) Rate assumes NR sale + .35

Legend:

Maturities subject to optional redemption (callable)

Legend:

Maturities subject to optional redemption (callable)

Table 9
Water Utility Cash Flow Analysis - Projected 2024-2033

City of West Allis, WI

	Budget 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues										
Total Revenues										
Percent Increase to User Rates	0.00%	13.34%	0.00%	4.00%	4.00%	22.62%	0.00%	4.00%	4.00%	0.00%
Cumulative Percent Rate Increase	0.00%	13.34%	13.34%	17.87%	22.59%	50.32%	50.32%	56.33%	62.59%	62.59%
Dollar Amount Increase to Revenues		\$1,174,411	\$0	\$399,136	\$415,102	\$2,441,685	\$0	\$529,373	\$550,548	\$0
Other Revenues										
Interest Income										
Other Income										
Total Other Revenues										
Total Revenues										
Less: Expenses										
Operation and Maintenance										
Capital Expenditure										
Net Debt Service and Capital Expenditures										
Debt Service										
Estimated Debt										
Net Debt Service										
Total Debt Service										
Transfer In										
Less Capital Expenditures										
Debt Proceeds										
Net Annual Cash Flow	\$260,918	\$952,010	\$476,009	(\$80,981)	(\$640,197)	\$1,419,107	\$1,284,635	\$1,693,127	\$1,719,007	\$1,245,154
Reserve and Unrestricted Cash Balance										
Balance at End of Year										
Net Annual Cash Flow										
Balance at End of Year										
Annual Debt Service										
Debt Unrestricted Cash Reserves										

Notes:
Assumes no changes in stock ownership beyond Test Year
Assumes annual inflation beyond Test Year

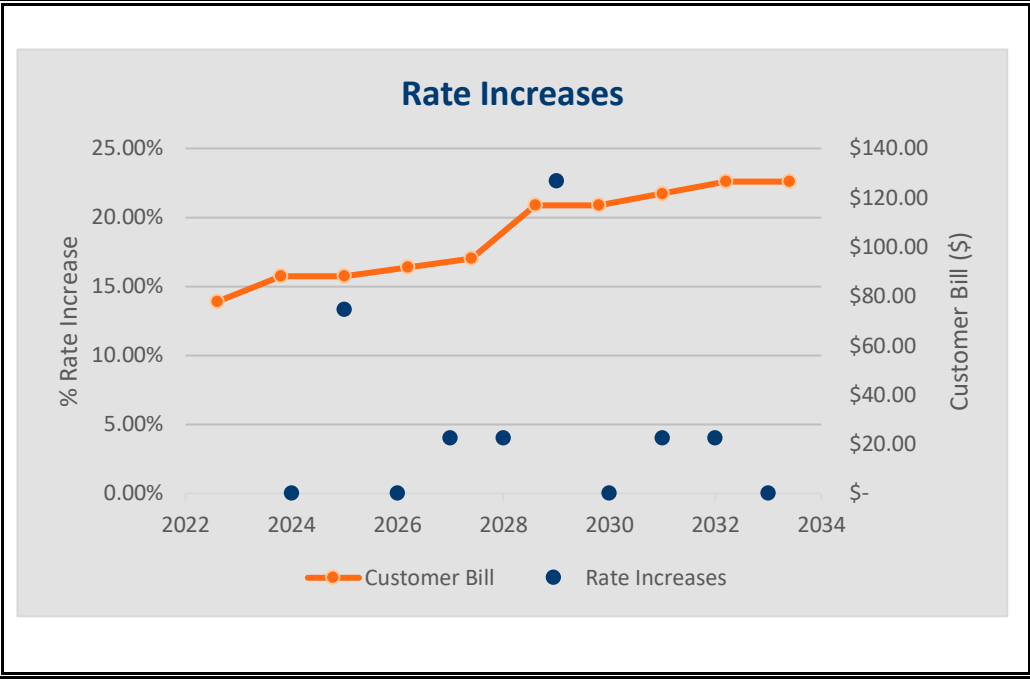
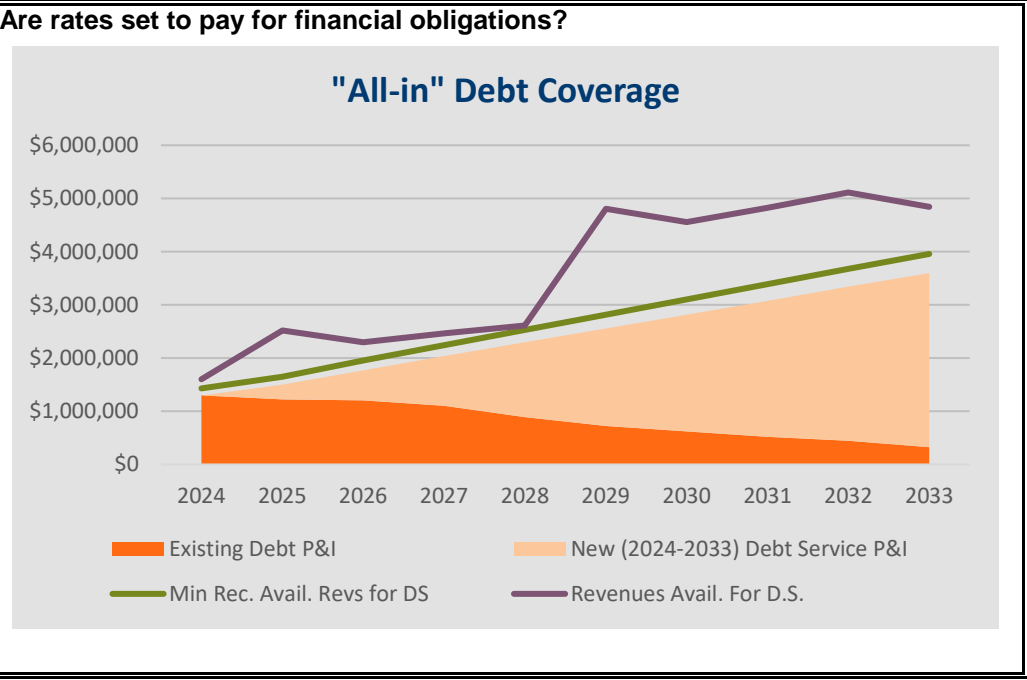
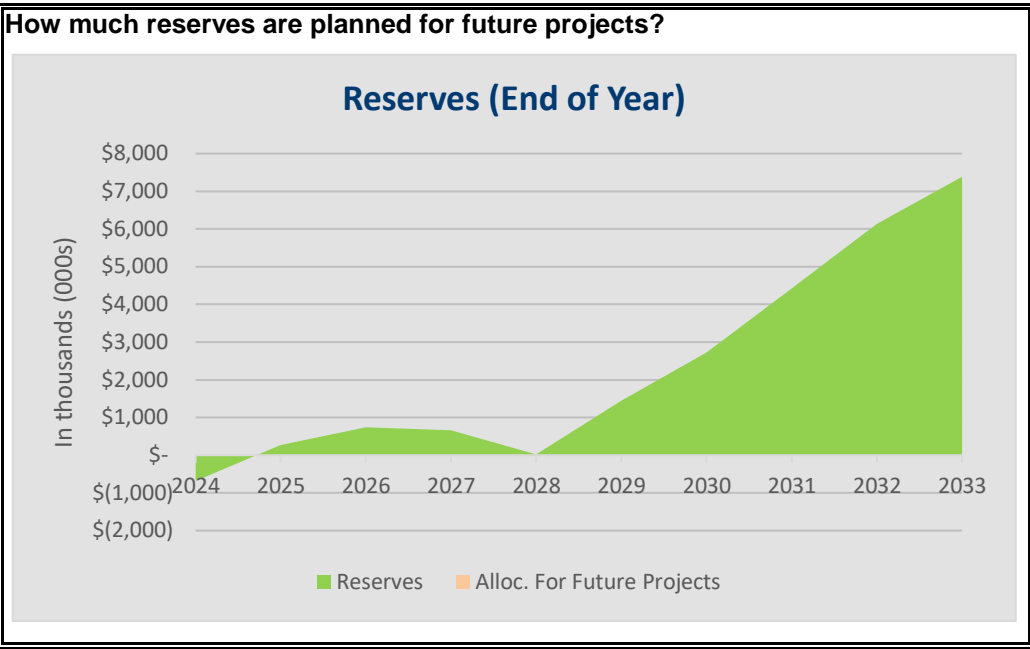
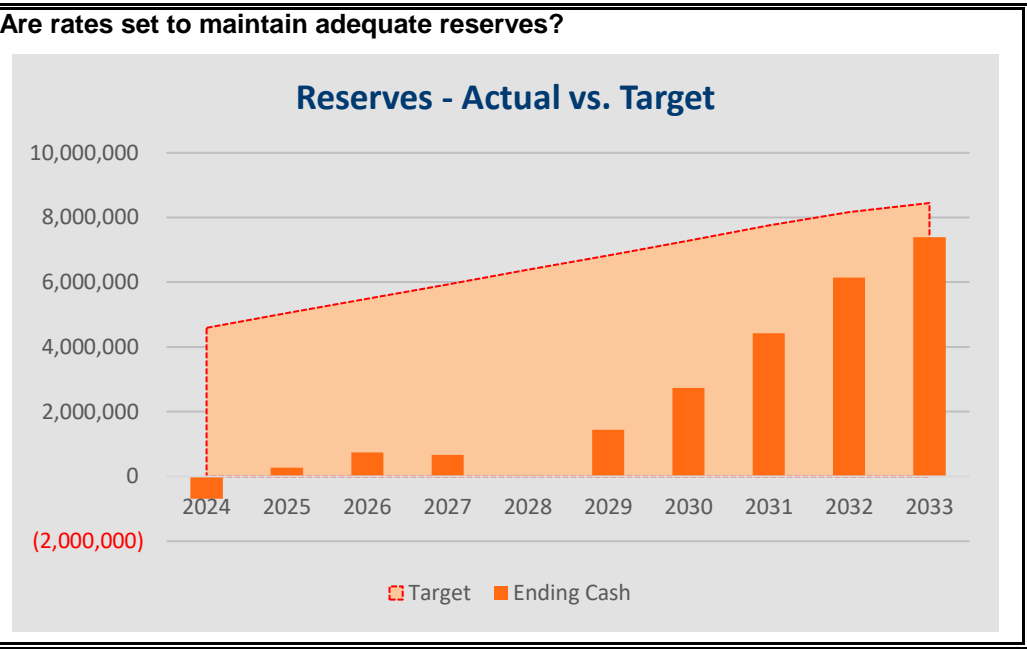
Legend:
Stable Rate Base Rate
Contingent Rate Base

Table 10
Water Utility Financial Benchmarking Analysis Projected 2024 - 2033

City of West Allis, WI

	Budget 2024	Projected								
		2025	2026	2027	2028	2029	2030	2031	2032	2033
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Target minimum cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Actual working capital-cash balance										
Notes:										
Target minimum cash balance is based on one year's operating expenses and depreciation expenses over one year's period.										
Actual working capital-cash balance is based on one year's operating expenses and depreciation expenses over one year's period.										
Actual working capital-cash balance is based on one year's operating expenses and depreciation expenses over one year's period.										
Actual working capital-cash balance is based on one year's operating expenses and depreciation expenses over one year's period.										
Rate of Return										
Rate of Return										
Rate of Return										
Rate of Return										
Rate of Return										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Cost Recovery										
Notes:										
This operating ratio indicates the percentage of operating expenses that are covered by rates. A ratio of 100% indicates that operating expenses are fully covered by rates.										
This operating ratio indicates the percentage of operating expenses that are covered by rates. A ratio of 100% indicates that operating expenses are fully covered by rates.										
This operating ratio indicates the percentage of operating expenses that are covered by rates. A ratio of 100% indicates that operating expenses are fully covered by rates.										
This operating ratio indicates the percentage of operating expenses that are covered by rates. A ratio of 100% indicates that operating expenses are fully covered by rates.										
Leverage										
Leverage										
Leverage										
Leverage										
Leverage										
Notes:										
This indicator measures the extent to which a utility's long-term debt is covered by its assets. A ratio of 1.0 indicates that long-term debt is equal to the value of assets.										
This indicator measures the extent to which a utility's long-term debt is covered by its assets. A ratio of 1.0 indicates that long-term debt is equal to the value of assets.										
This indicator measures the extent to which a utility's long-term debt is covered by its assets. A ratio of 1.0 indicates that long-term debt is equal to the value of assets.										
This indicator measures the extent to which a utility's long-term debt is covered by its assets. A ratio of 1.0 indicates that long-term debt is equal to the value of assets.										
Condition of Assets:										
Condition of Assets:										
Condition of Assets:										
Condition of Assets:										
Condition of Assets:										
Notes:										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.										
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.										

Table 11
Water Utility Long-Range Planning Analysis
City of West Allis, WI





2024 Water Rate Study: Phase 2

Section 3 — Rate Impact Analysis

City of West Allis, WI

Table 12

Projected Impact of CIP on Typical Residential Utility Bill

City of West Allis, WI

Year	Water					Utility Bill (Annual)	Change Over Prior Year	% of MHI (72,458)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year				
		Tiered	Serv. + PFP						
2023		2.67	36.28	\$ 77.83		\$ 311.30		0.43%	2023
2024	0.00%	2.67	36.28	\$ 77.83	\$ -	\$ 311.30	\$ -	0.43%	2024
2025	13.34%	3.03	41.12	\$ 88.21	\$ 10.38	\$ 352.83	\$ 41.53	0.49%	2025
2026	0.00%	3.03	41.12	\$ 88.21	\$ -	\$ 352.83	\$ -	0.49%	2026
2027	4.00%	3.15	42.76	\$ 91.73	\$ 3.53	\$ 366.94	\$ 14.11	0.51%	2027
2028	4.00%	3.27	44.47	\$ 95.40	\$ 3.67	\$ 381.62	\$ 14.68	0.53%	2028
2029	22.62%	4.01	54.54	\$ 116.99	\$ 21.58	\$ 467.95	\$ 86.34	0.65%	2029
2030	0.00%	4.01	54.54	\$ 116.99	\$ -	\$ 467.95	\$ -	0.65%	2030
2031	4.00%	4.17	56.72	\$ 121.67	\$ 4.68	\$ 486.67	\$ 18.72	0.67%	2031
2032	4.00%	4.34	58.99	\$ 126.53	\$ 4.87	\$ 506.14	\$ 19.47	0.70%	2032
2033	0.00%	4.34	58.99	\$ 126.53	\$ -	\$ 506.14	\$ -	0.70%	2033
Total Change over planning period					\$ 48.71	\$ 194.84			

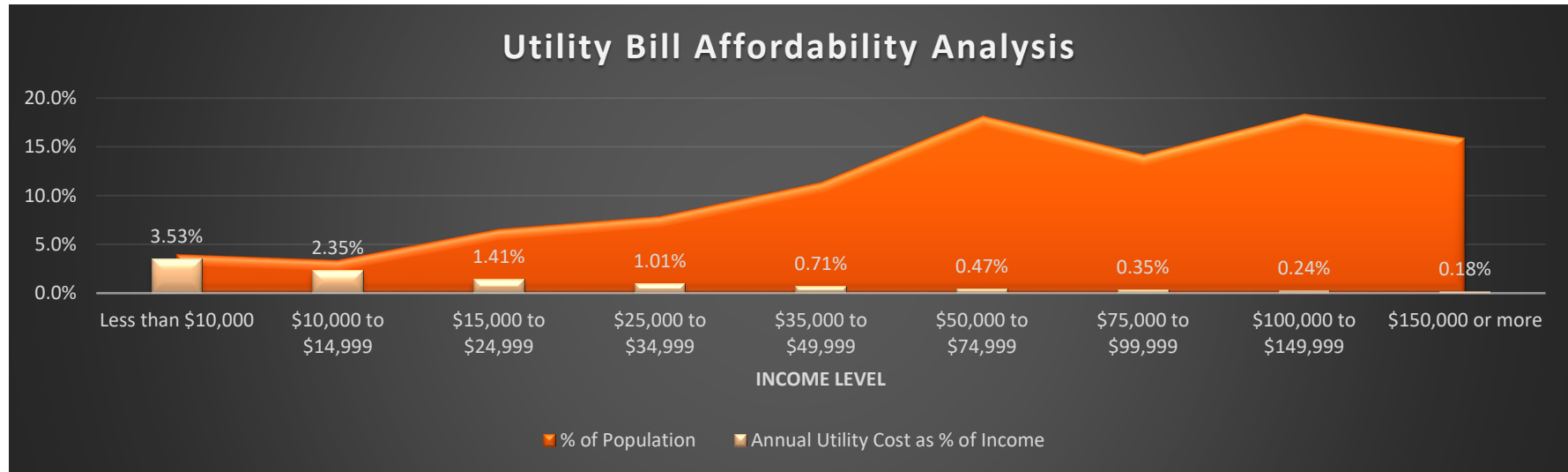
Notes:

1. Current water volumetric rate is \$2.67 per 100 cubic feet for the first 10,000 cubic feet.
2. The water user charges include a quarterly service charge of \$21.01 plus a public fire protection charge of \$15.27 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$21.50 for the first 0-10 CCF and \$2.15 per CCF for anything over 10 CCF for 5/8 inch meter.
4. The usage is assumed to be 1,556 CF per quarter.

Table 13

Projected Impact of CIP on Typical Residential Utility Bill - Affordability

City of West Allis, WI



Notes:

- 1) Utility Cost taken as a 5-year average of water bills for an average (5/8 in meter; 1556 CCF/mo.) Residential User.
- 2) City Income Level from U.S. Census Bureau's American Community Survey.
- 3) 14.% of residential customers are estimated to have less than \$25,000 of income. These households will have spent more than 2.43% of their income under the 4-year average for this plan.

**CITY OF WEST ALLIS
ORDINANCE O-2024-0024**

**ORDINANCE TO INCORPORATE FULL-SERVICE RETAIL OUTLETS INTO
ALCOHOL LICENSING LAWS**

AMENDING SECTIONS 6.03, 9.47, AND 9.60

WHEREAS, 2023 Wis. Act 73 created full-service retail outlets to allow breweries, wineries, distilleries, and rectifiers to engage in retail sales of fermented malt beverages or intoxicating liquor, for on-premises or off-premises consumption, or the provision of taste samples of fermented malt beverages or intoxicating liquor, or any combination of these activities from locations other than the place of manufacturer; and

WHEREAS, the common council intends to treat full-service retail outlets similar to Class B licensed premises;

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

SECTION 1: **AMENDMENT** “6.03 Public Welfare And Peace” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

6.03 Public Welfare And Peace

1. Destruction of Property.

- a. Fences, Walls, Trees, etc. No person shall willfully, maliciously or wantonly destroy, remove, throw down or injure any fence, hedge or wall enclosing any orchard, garden or any field whatever on land belonging to or lawfully occupied by another, or to open or leave open, throw down, injure, remove or destroy any gate or bars in such fence, hedge or wall, or cut down, root up, sever, injure, destroy or carry away, when severed, any fruit, shade, ornamental or other tree or any shrub, root, plant, fruit, flower, grain or other vegetable production in the City.
- b. Park Property, Statues, etc. No person shall break or otherwise injure any tree, shrub or plant; break, soil or deface any fountain, statue or other ornamental structure; damage any grass plot; or, in any way, injure, soil or deface any square, sidewalk or ground in the City or any public property in any public park or any other public place, which has been declared to be a public park and under the control of the City, whether the same shall be owned, leased or held in trust by the City, or held in trust for the use of the City.
- c. Gardens, Crops, etc. No person shall enter any enclosed or unenclosed garden

or orchard located within the City, without the consent of the owner, tenant, lessee or his or her agent and there cut down, injure, damage, destroy, pull out, eat or carry away any portion of the garden, including any growing thing, crop, seed, soil, fertilizer, water supply, tools, implements, racks, support or any other protective device or any other thing useful for the development, cultivation, maintenance and use of the garden.

2. Posting Signs, Advertisements or Displays. No person shall put up, erect, fasten, post, paint or maintain any sign, picture, poster, advertisement, symbol, structure, display or any other item of any description upon any curb, sidewalk, fence, board, barrel, box, case, railing, pole, post, barricade, material, bridge, structure or building of any kind placed upon any street, alley, public way or public ground. **[Ord. O-2008-0003, 2/5/2008]**
3. Open Air Meetings.
 - a. Where Prohibited. No person shall hold any open air meetings for any purpose whatsoever on West Greenfield Avenue between South 69th Street and South 76th Street or on any side street or in any alley abutting thereon, within one hundred twenty (120) feet on either side of West Greenfield Avenue.
 - b. Permit Required. Any person properly qualified may secure a permit for use of the park located at South 70th Street and West National Avenue for such purpose, providing permission is first obtained from the Park Board of the City.
4. Disorderly Conduct with a Motor Vehicle.
 - a. No person shall, within the City of West Allis, on public or private property, by or through the use of a motor vehicle, motorcycle, snowmobile, minibike, all-terrain vehicle or any other motorized vehicle, engage in violent, dangerous, abusive, unreasonably loud or otherwise disorderly conduct, including but not limited to unnecessary, deliberate or intentional: spinning of wheels, squealing of tires, revving of the engine, blowing of the horn, causing the engine to backfire, causing the vehicle in motion to raise one or more of its wheels off the ground or causing the vehicle to otherwise be operated in an erratic or dangerous manner under circumstances which tend to cause or provoke a disturbance.
 - b. Any person who shall violate this subsection shall upon conviction be subject to a forfeiture in the amount of \$300.00 for each offense.
5. Diseased and Infected Trees, Hedges, etc.
 - a. Inspection by Superintendent of Forestry and Public Grounds; Notice; Removal. The Superintendent of Forestry and Public Grounds (hereafter “the Superintendent”) may inspect trees, vines, hedges, plants, logs and branches within the City right-of-way and those trees, vines, hedges, plants, logs, and branches as the Superintendent determines may pose a danger to persons using the City right-of-way in order to determine whether they are healthy or diseased. If any such tree, vine, hedge, plant, log or branch is found dead, diseased, infected or infested and, in the opinion of the Superintendent, is

likely to spread any disease or is found to harbor destructive insects or, if any tree, vine, hedge, plant, log or branch is dangerous to the public, the Superintendent shall give a written order to the owner, agent or occupant of such premises of such condition and direct that the owner, agent or occupant to remove and destroy the tree, vine, hedge, plant, log or branch. The owner, agent, or occupant of such premises of such condition will have thirty (30) days from the date of the order to correct the defect. The owner, agent, or occupant may request an extension to correct the defects which will only be granted for good cause at the discretion of the Superintendent of Forestry and Public Grounds. The owner, agent, or occupant who received the order may appeal the order to the Administrative Appeals Review Board (hereafter "the Board") by submitting a written objection to the City Clerk's Office within 30 days of the order. Upon receipt of a timely appeal, the Board shall hold a hearing on the appeal, during which the Board may review any pertinent information and may accept oral and written statements from any person. In the event the owner, agent or occupant shall fail to comply with the orders within the time specified, the Superintendent may enter upon and remove or contract for the removal of the diseased, infected or infested trees, vines, hedges, plants, logs or branches or any part thereof.

- b. Transportation Permit Required. No person, firm or corporation shall carry or transport in, out of or through the City, any dead, diseased, infected or infested trees, vines, hedges, plants, logs and branches. All commercial and professional arborists shall, upon removal of any dead, diseased, infected or infested trees, vines, hedges, plants, logs and branches, get a permit from the Superintendent to carry or transport the same to an approved and designated disposal area, as directed by the Superintendent.
- c. Sale and Planting of Cottonwood Trees Prohibited. No person shall hereafter sell or plant within the City any *populus sargentii*, commonly known as the plains cottonwood, or the *populus deltoides*, commonly known as the eastern cottonwood, both such species also commonly known as the cottonwood poplar.

6. Fraud on Tavern Keeper.

- a. No person, having obtained food, lodging, beverage or other service at a tavern, shall intentionally abscond without paying for it; nor, while a patron at a tavern, shall intentionally defraud the keeper thereof in any transaction arising out of such relationship.
- b. Under this subsection, prima facie evidence of any intent to defraud or to abscond is shown by:

The refusal of payment upon presentation when due and the return unpaid of any bank check or order for the payment of money given by any patron to any tavern in payment of any obligation arising out of such relationship as patron; or,

The failure or refusal of any patron at a tavern to pay, upon written demand,

the established charge for food, beverages of any kind or other services actually rendered; or,

The giving of false information or the presenting of false or fictitious credentials for the purpose of obtaining credit, food, beverages or other services; or,

The drawing, endorsing, issuing or delivering to any tavern of any check, draft or order for payment of money upon any bank or other depository, in payment of established charges for food, beverages of any kind or other service, knowing at the time that there is not sufficient credit with the drawee bank or other depository for payment in full of the instrument drawn.

7. Consumption and Possession of Alcohol Beverages

a. No person may consume alcohol beverages or possess alcohol beverages in an open container while upon any public way or City-owned property. This provision does not apply to any of the following:

- i. Any premises where a ~~City~~government-issued license or permit allows the consumption of alcohol
- ii. Within a community event declared under this subsection if the alcohol beverage was lawfully obtained at the the community event or a licensee or permittee adjacent to the community event
- iii. At the farmers market if the alcohol beverage was lawfully obtained at the farmers market
- iv. The consumption of fermented malt beverages on a commercial quadricycle

b. (Reserved).

c. (Reserved).

d. No person licensed or permitted to sell alcohol beverages may knowingly allow another person to leave that licensed or permitted premises while carrying an alcohol beverage in an open container, except to enter a community event adjacent to the premises. No person may leave a premises licensed or permitted to sell alcohol beverages while carrying an alcohol beverage in an open container, except to enter a community event adjacent to the premises.

e. The Common Council may, by resolution, designate a specified public way or city-owned property to be the location of a community event. The resolution shall describe the premises of the community event, the date and time of the community event, and any other conditions upon the consumption of alcohol beverages on the premises of that community event.

f. (Reserved).

8. Fireworks Prohibited.

a. Definition. In this section, "fireworks" means anything manufactured, processed or packaged for exploding, emitting sparks or combustion, which does not have another common use, but does not include any of the following:

- i. Fuel or lubricants.

- ii. A firearm cartridge or shotgun shell.
 - iii. A flare used or possessed or sold for use as a signal in an emergency or in the operation of a railway, aircraft, watercraft or motor vehicle.
 - iv. A match, cigarette lighter, stove, furnace, candle, lantern or space heater.
 - v. A cap containing not more than one quarter (1/4) gram of explosive mixture, if the cap is used or possessed or sold for use, in a device which prevents direct bodily contact with the cap when it is in place for explosion.
 - vi. A model rocket engine.
 - vii. Tobacco or a tobacco product.
- b. Prohibition.
 - i. No person may sell any fireworks in the City of West Allis.
 - ii. Exceptions. This section does not prohibit a resident, wholesaler, dealer or jobber from selling fireworks at wholesale, if that wholesaler, dealer or jobber ships or delivers the fireworks outside of this state in sealed opaque containers by, as defined in secs. 194.01(5), (11) and (14) of the Wisconsin Statutes, common motor carrier, contract motor carrier or private motor carrier engaged in the business of shipping or delivering property, or to a person or group granted a permit under sec. 167.10 of the Wisconsin Statutes.
- c. Possession and Use, State Statutes Adopted. Possession and use of fireworks shall be regulated according to the provisions of sec. 167.10 of the Wisconsin Statutes, as the same are from time to time amended, which are hereby adopted and incorporated by reference herein.
- d. Enforcement.
 - i. In addition to other penalties prescribed under this section, the City may petition the Circuit Court for an order enjoining any violation of this ordinance or of sec. 167.10 of the Wisconsin Statutes.
 - ii. Any fireworks stored, handled, sold, possessed or used by the person who violates any provision of this section shall be seized. The fireworks shall be destroyed after conviction for a violation and otherwise returned to the owner.
- e. Penalties.
 - i. Any person who shall violate any provision of this section shall, upon conviction, pay a forfeiture of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500), together with the costs of the action and, upon default of payment thereof, shall be imprisoned in the Milwaukee County House of Correction for a period not to exceed ninety (90) days or until such forfeiture and costs are paid. Each day during which a violation of this section is permitted to exist shall be deemed to be a separate violation.

SECTION 2: **AMENDMENT** “9.47 General Provisions” of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

9.47 General Provisions

1. Vicarious Liability. Except where preempted by state law, a licensee is liable for any violations of any provision of this chapter committed in the course of conducting the licensed activity by the licensee's employee, agent, or contractor. Each licensee has the affirmative duty to see that every regulation is obeyed by employees, agents, and contractors. The licensee may be convicted for a violation committed by an employee, agent, or contractor only in a civil forfeiture action. None of the following are defenses to the liability imposed under this section:
 - a. The licensee was deceived about or ignorant of the violation.
 - b. The licensee was absent at the time of the violation.
 - c. The licensee had prohibited employees, agents, and contractors from doing the act that resulted in a violation.
2. State Law Applicable. Any duty or authority assigned by state law to a City body, officer, or department shall be in effect unless explicitly declined or rejected in this code. Nothing in this chapter may be construed to implicitly preclude, decline, or reject any authority or duty in state law.
3. License List. The table below indicates by type of license which city officer issues the license, whether the issuing officer may grant the license without council approval, whether a record check is required, the term of the license, and which city departments receive notification of an application for that license.

Type	Issuing Officer	I.O. may Grant(a)	Expires	Departments Notified							
				Code Enforcement	Clerk	Engineer	Fire	Health	Planning	Police	Public Works
Adult-Oriented Entertainment	Clerk	No	June 30	X	X		X	X		X	
Alcohol Beverages											
Class "B" Beer		Yes(60								

(provisional)	Clerk	b)	days	X	X		X	X		X	
Class "B" Beer (regular)	Clerk	No	June 30	X	X		X	X		X	
Class "B" Beer (temporary)	Clerk	Yes	As stated on license		X					(d)	
"Class B" Liquor (provisional)	Clerk	Yes(b)	60 days	X	X		X	X		X	
"Class B" Liquor (regular)	Clerk	No	June 30	X	X		X	X		X	
"Class B" Wine (temporary)	Clerk	Yes	As stated on license		X					(d)	
"Class C" Wine (provisional)	Clerk	Yes(b)	60 days	X	X		X	X		X	
"Class C" Wine (regular)	Clerk	No	June 30	X	X		X	X		X	
Extension of Premises	Clerk	No	As stated on license	X	X			X	X	(d)	
<u>Full-Service Retail Outlet (fixed)</u>	<u>Clerk</u>	<u>No</u>	<u>June 30</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>		<u>X</u>	

<u>Full-Service Retail Outlet (unlimited transfer)</u>	<u>Clerk</u>	<u>Yes(g)</u>	<u>As stated on license</u>		<u>X</u>					<u>(d)</u>	
Operator's (provisional)	Clerk	Yes(c)	60 days		X					X	
Operator's (regular)	Clerk	Yes(f)	Every other June 30		X					X	
Operator's (temporary)	Clerk	Yes	1-14 days		X					X	
Animal Sales and Service	Health Commissioner	Yes	June 30					X			
Bed and Breakfast Establishment	Health Commissioner	Yes	June 30 (e)					X			
Body Piercing	Health Commissioner	Yes	June 30					X			
Campground and Camping Resort	Health Commissioner	Yes	June 30(e)					X			
Cigarette, Electronic Vaping Devices, and Tobacco Products Retailer	Clerk	Yes	June 30		X					X	

Concrete Contract or	Engineer	Yes	June 30		X						
Escort Service	Clerk	No	June 30		X					X	
Fitness Center	Health Commissioner	Yes	June 30					X			
Hotel or Motel	Health Commissioner	Yes	June 30(e)					X			
Junk Picker	Clerk	Yes	4 months		X					X	X
Lodging House	Health Commissioner	Yes	June 30	X				X			
Manufactured and Mobile Home Community	Clerk	Yes	June 30	X	X					X	
Nicotine Products Retailer	Clerk	Yes	June 30	X	X			X		X	
Pawnbroker	Clerk	No	Dec. 31		X					X	
Public Entertainment											
Regular	Clerk	No	June 30	X	X		X	X	X	X	
Temporary	Clerk	No	As stated on licens		X					(d)	

			e								
Public Swimming Pool	Health Commissioner	Yes	June 30(e)					X			
Recreational and Educational Camp	Health Commissioner	Yes	June 30(e)					X			
Retail Food Establishment	Health Commissioner	Yes	June 30(e)					X			
Secondhand and Article Dealer	Clerk	No	Dec. 31		X					X	
Secondhand and Jewelry Dealer	Clerk	No	Dec. 31		X					X	
Tattoo	Health Commissioner	Yes	June 30					X			
Tourist Rooming House	Health Commissioner	Yes	June 30(e)	X				X			
Transient Merchant	Clerk	Yes	4 months		X			X		X	

- a. The issuing officer may only grant a license to an applicant who is clearly qualified.
- b. The issuing officer shall grant a provisional retail license under [Wis. Stat. 125.185](#) only to clearly qualified applicants whose applications are pending before the common council and one of the following applies:
 - i. For a pending new application, the Public Safety Committee has recommended granting the license, the applicanttheapplicant has

- obtained all required licenses and permits, and the applicant has passed all required inspections.
- ii. For a pending renewal application, the clerk has not received a notice of disapproval from a department head.
 - c. The issuing officer shall grant a provisional operator's license to any applicant who meets the qualifications under [Wis. Stat. 125.17\(5\)](#).
 - d. No record check is required.
 - e. Licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.
 - f. The issuing officer may grant and issue a regular operator's license only if the applicant does not have any of the following:
 - i. A pending criminal charge for any offense under [Wis. Stat. 111.335\(4\)\(a\)](#)
 - ii. A conviction for an offense counted under [Wis. Stat. 343.307](#) within two years of the application date
 - iii. A second or subsequent conviction for an offense counted under [Wis. Stat. 343.307](#) within five years of the application date
 - iv. Convictions for three or more violations of [Wis. Stat. 343.44](#) within two years of the application date
 - v. A conviction for any offense under [Wis. Stat. Ch. 125](#) or any offense for which the consumption, possession, or sale of alcohol is an element within ten years of the application date, except no violation of [Wis. Stat. 125.07](#) may be considered unless the applicant has committed two or more violations within one year;
 - vi. A conviction for a felony offense where the sentence for confinement, extended supervision, or probation has ended within five years of the application date; or
 - vii. Convictions for three or more misdemeanors within five years of the application date.
 - g. The issuing officer shall approve an unlimited transfer full-service retail outlet to a brewery under Wis. Stat. 125.29(7)(d)1. or a winery under Wis. Stat. 125.53(3)(d)1. only to clearly qualified applicants if all of the following applies:
 - i. The scope of alcohol beverages offered for sale at that full-service retail outlet are limited to the same type of alcohol as that produced by the permittee.
 - ii. The full-service retail outlet is one that may be relocated without limitation on frequency in each calendar year.
 - iii. Any one of the following applies:
 - (1) The approval dates, times, and premises align with the dates, times, and premises of a special event permit or a city-sponsored event.
 - (2) The approval is for 1 day. The clerk may not approve more than 10 days for each permittee in a calendar year under this

- provision.
4. Fees. An applicant for a license shall pay any applicable fees listed in the [Fee Schedule](#).

SECTION 3: AMENDMENT “9.60 Alcohol Beverage” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

9.60 Alcohol Beverage

1. License Required. [Wis. Stat. 125.04\(1\)](#) is adopted.
2. Exceptions. [Wis. Stat. 125.06](#) is adopted.
3. Application Process. The application process under [Wis. Stat. Ch. 125](#) is adopted, except as modified below:
 - a. License Fee. An applicant shall pay the applicable license fee listed in the [Fee Schedule](#) prior to date on which the license is to be issued. If a license is not granted, any paid license fee shall be refunded.
 - b. New License Applications. At the time of filing a new application for a Class "A" license under [Wis. Stat. 125.25\(1\)](#), a "Class A" license under [Wis. Stat. 125.51\(2\)](#), a Class "B" license under [Wis. Stat. 125.26\(1\)](#), a "Class B" license under [Wis. Stat. 125.51\(3\)](#), or a "Class C" license under [Wis. Stat. 125.51\(3m\)](#), the applicant shall submit:
 - i. A nonrefundable inspection fee in the amount stated on the [Fee Schedule](#)
 - ii. A detailed floor plan for each floor of the premises, which shall include the following as applicable:
 - (1) Area in square feet and dimensions of the premises
 - (2) All entrances and exits to the premises together with a description of how patrons will enter the premises, the proposed location of the waiting line, and the location where security searches or identification verification will occur
 - (3) Locations of all seating areas, bars, and food preparation areas
 - (4) Locations and dimensions of any alcohol beverage storage and display areas

- (5) Locations and dimensions of any outdoor areas available at the premises for the sale, service, or consumption of alcohol beverages
 - (6) Location and dimensions of any outside area that where customers, employees, or persons associated with the premises may smoke
 - (7) The location of exterior and interior trash receptacles
 - (8) Any other reasonable and pertinent information the Public Safety Committee may require either for all applicants or in a particular case
- iii. A completed plan of operation for the business, which shall include as applicable:
 - (1) The hours of operation for the premises
 - (2) The legal capacity of the premises
 - (3) Methods for maintaining the appearance and operation of the premises with respect to noise and litter
 - (4) Any other business that will be conducted in connection with the premises.
 - (5) Any other licenses and permits sought for the premises.
 - (6) The number of security personnel expected to be on the premises, their responsibilities, and the equipment they will use in carrying out their duties.
 - (7) Any other reasonable information the Public Safety Committee may require either for all applicants or in a particular case.
- c. Time of Filing and Issuance. Pursuant to [Wis. Stat. 125.04\(3\)\(f\)2.](#), an application for a license to sell alcohol beverages [and a request for a fixed full-service retail outlet](#) shall be filed with the city clerk at least 15 days prior to the granting of the license [or approval](#), except an application for a license issued under [Wis. Stat. 125.26\(6\)](#) or [125.51\(10\)](#) [or a request for approval of an unlimited transfer full-service retail outlet](#) shall be filed at least 5 business days prior to the granting of the license [or approval](#).
- d. Liquor Sales at Fuel Stations. No "Class A" license may be granted for any premises where gasoline or diesel fuel is sold at retail in connection with the premises, except that this restriction does not apply if any of the following applies:
 - i. The "Class A" license contains the condition that retail sales of intoxicating liquor are limited to cider
 - ii. The premises for which the "Class A" license is issued is connected to premises where gasoline or diesel fuel is sold at retail by a secondary doorway that serves as a safety exit and is not the primary entrance to the "Class A" premises.
- e. Extension of Premises Application
 - i. Temporary Extension
 - (1) A licensee may apply for a temporary extension of premises

by submitting a request to the city clerk in a form approved by the clerk and paying the fee listed on the [Fee Schedule](#).

(2) Each licensee shall provide a description of the temporary premises and any other information required by the city clerk. The seasonal term shall commence on the Friday preceding Memorial Day and expire on the Tuesday after Labor Day. The common council shall establish the term for any non-seasonal extension of premises.

(3) The common council shall determine whether to grant a request for temporary extension of premises under the same standards as a new license application. A temporary extension of premises creates a property interest only for the dates and times approved by the common council. Upon expiration of a temporary extension of premises, the temporary premises ceases to exist. Approval of a temporary extension of premises does not create a right to future approval.

ii. Permanent Extension. A licensee requesting a permanent extension shall pay the fee listed in the [Fee Schedule](#) at the time of the request. The council shall determine whether to grant the request for permanent extension of premises under the same standards as a new license application.

4. Regulations. The regulations in [Wis. Stat. Ch. 125](#) are adopted, except as modified below:

a. "Class B" Authorizations. Pursuant to [Wis. Stat. 125.51\(3\)\(b\)](#), a retail "Class B" license authorizes the sale of intoxicating liquor to be consumed by the glass on the premises where sold or off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before the intoxicating liquor is removed from the premises. The "Class B" license also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold.

b. Outdoor Premises

i. Containers. No licensee may allow glass beverage containers in an outdoor premises.

ii. Noise Limit. No outdoor premises may be the source of sound that measures over 100 decibels (A-weighted) within 100 feet from the outdoor premises. The common council may set different noise limits for a particular outdoor premises if the licensee agrees to those alternate noise limits.

iii. Bordering. The border of any outdoor premises shall be physically marked with fencing, vegetation, barriers, or other objects or markings accurately indicating the limits of the outdoor premises.

iv. Lighting. Any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.

v. Closing Hours. No outdoor premises may remain open between the

hours of 8 p.m. and 10 a.m. from Sunday through Thursday. No outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. on Fridays and Saturdays. The common council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.

- c. Conditions Specific to Licensee. The common council may impose the following conditions upon a particular new retail alcohol license at the time the license is granted or impose the following conditions upon a particular existing retail alcohol licensee only with the licensee's consent. No licensee may violate any condition specifically imposed upon that retail alcohol license.
 - i. The licensee shall conduct a principal business on the premises particularly described by the common council. Examples include those types of businesses described in [Wis. Stat. 125.32\(3m\)](#).
 - ii. The licensee shall maintain the property and premises so it is consistent with the landscaping and architectural design plans approved by the common council.
 - iii. The licensee shall video record all activities taking place on the premises, except within bathrooms and areas inaccessible to customers, and retain a copy of that video for at least 7 days. The video resolution must have at least 640 pixels horizontally and 480 pixels vertically. The licensee shall provide a copy of any video recording in the licensee's possession within 48 hours after receiving a request for video from a law enforcement officer.
 - iv. The licensee shall maintain certain security measures particularly described by the common council. Examples include lighting requirements, staffing minimums, and photographic identification scanners.
 - v. The licensee may not promote or conduct certain activities particularly described by the common council. Examples include live music and drink specials.
- d. Hours of Sale Limited. Between 9:00 p.m. and 8:00 a.m., no person may do any of the following:
 - i. Sell alcohol beverages on a Class "A" or "Class A" premises.
 - ii. Sell alcohol beverages on a Class "B" or "Class B" premises in an original unopened package, container, or bottle.
 - iii. Sell alcohol beverages on a Class "B" or "Class B" premises for consumption off the premises.
- e. Presence After Hours. No licensee may allow any person to enter or remain on a premises licensed for retail alcohol sales during hours when the premises are not open for business, unless that person is the licensee, employees of the licensee, salespersons for the licensee, or service personnel for the licensee if those persons are performing job-related activities.
- f. Underage Persons on Premises
 - i. No licensee may allow underage person to enter or remain on Class

“B” or “Class B” premises under [Wis. Stat. 125.07\(3\)\(a\)10](#), unless the licensee has notified the police chief at least 7 days in advance of the times underage persons will be allowed on the premises.

- ii. A licensee may allow an underage person to enter or remain on a temporary Class "B" premises under [Wis. Stat. 125.26\(6\)](#).
- iii. A licensee may allow an underage person to enter or remain on a temporary "Class B" premises under [Wis. Stat. 125.51\(10\)](#) only for the purpose of acting as a designated driver and only if the licensee requires the underage person to display a means of identification, such as a wrist band, to identify underage persons as designated drivers.

g. Full-Service Retail Outlets. Unless specifically excepted, all regulations applicable to Class "B" premises shall be applicable to all full-service retail outlets that are approved to sell fermented malt beverages, all regulations applicable to "Class B" premises shall be applicable to all full-service retail outlets that are approved to sell intoxicating liquor, and all regulations applicable to "Class C" premises shall be applicable to all full-service retail outlets that are approved to sell wine.

5. Discipline Process. [Wis. Stat. 125.12](#) is adopted. In addition and to the extent allowed by law, the disciplinary events in [WAMC 9.51\(1\)\(a\)-\(e\)](#) are adopted under [Wis. Stat. 125.10](#) and shall be grounds for revocation, suspension, or nonrenewal of a license under [Wis. Stat. 125.12\(2\)\(ag\)1](#).

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0357**

RESOLUTION TO CREATE FEE SCHEDULE FOR SERVICES RELATED TO FULL-SERVICE RETAIL OUTLETS

WHEREAS, 2023 Wis. Act 73 created full-service retail outlets to allow breweries, wineries, distilleries, and rectifiers to engage in retail sales of fermented malt beverages or intoxicating liquor, for on-premises or off-premises consumption, or the provision of taste samples of fermented malt beverages or intoxicating liquor, or any combination of these activities from locations other than the place of manufacturer; and

WHEREAS, the common council intends to treat full-service retail outlets similar to Class B licensed premises through the collection of similar fees;

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

SECTION 1: **AMENDMENT** “Alcohol Licensing” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

A M E N D M E N T

Alcohol Licensing

1. Retail License Fees. The city clerk shall collect the following fees related to permanent retail alcohol sales as applicable and in accordance with Wis. Stat. 125.04(8), 125.25(4), 125.26(4), 125.51(3m)(e), and 125.51(9)(a).

Issuance	Class "A" Beer	"Class A" Liquor*	Class "B" Beer	"Class B" Liquor	"Class C" Wine
Renewal/July	\$200.00	\$500.00	\$100.00	\$500.00	\$100.00
August	\$183.33	\$458.33	\$91.67	\$458.33	
September	\$166.67	\$416.67	\$83.33	\$416.67	
October	\$150.00	\$375.00	\$75.00	\$375.00	
November	\$133.33	\$333.33	\$66.67	\$333.33	
December	\$116.67	\$291.67	\$58.33	\$291.67	
January	\$100.00	\$250.00	\$50.00	\$250.00	
February	\$83.33	\$208.33	\$41.67	\$208.33	
March	\$66.67	\$166.67	\$33.33	\$166.67	
April	\$50.00	\$125.00	\$25.00	\$125.00	
May	\$33.33	\$83.33	\$16.67	\$83.33	

June	\$16.67	\$41.67	\$8.33	\$41.67	
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* There is no fee for a "Class A" liquor license containing the condition that retail sales of intoxicating liquor are limited to cider.

2. Fees for Reserve "Class B" Liquor License. The city clerk shall collect an initial issuance fee of \$10,000.00 for a reserve "Class B" license. The city clerk shall collect a renewal fee for a reserve "Class B" license that is the same as a regular "Class B" license.
3. Extensions of Licensed Premises. The city clerk shall collect the following fees for an extension of an existing licensed premises, as applicable.

Type of Fee	Fee Amount	Authority
Request Fee (temporary)	\$75.00 (each day) \$525.00 (seasonal)	WS 125.10(1)
Request Fee (permanent)	\$525.00	WS 125.10(1)
Late Filing Fee (filed less than 6 days before meeting date)	\$50.00	WS 125.10(1)

4. Other Fees. The city clerk shall collect the following fees as applicable.

Type of Fee	Fee Amount	Authority
Approval of Successor Agent	\$10.00	WS 125.04(6)(f)
New Retail Alcohol Beverage License Inspection Fee	\$200.00	WS 125.10(1)
Operator's License (provisional)	\$15.00	WS 125.17(5)
Operator's License (regular)	\$100.00	WS 125.17(3)
Operator's License (temporary)	\$15.00	WS 125.17(4)
Provisional Class A/B/C License	\$15.00 each	WS 125.185
Publication Fee	Actual Cost	WS 125.04(3)(g)6.
Temporary Class "B" Beer License	\$10.00	WS 125.26(6)
Temporary "Class B" Wine License	\$10.00	WS 125.51(10)(a)
Temporary Class "B"/"Class B" Beer & Wine License	\$10.00	
Transfer of License (place-to-place)	\$10.00	WS 125.04(12)(a)

5. Full-Service Retail Outlets. The city clerk shall collect the following fees related to requests for approval of full-service retail outlets, as applicable.

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Type of Fee	Fee Amount	Authority
Request Fee - Fixed FSRO	\$250.00	WS 125.10(1)
Issuance Fee - Fixed FSRO - If approved without conditions or limitations - - If approved with conditions or limitations	\$250.00 \$350.00	WS 125.10(1)
Request Fee - Unlimited Transfer FSRO - Submitted at least 5 days before event date - Submitted 4 or fewer days before event date	\$0.00 \$50.00	WS 125.10(1)
Issuance Fee - Unlimited Transfer FSRO - Clerk-Approved - Council-Approved	\$75.00 per day \$125.00 per day	WS 125.10(1)

[6.](#) Reserved.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor, City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0361**

**RESOLUTION TO APPROVE A PURCHASE AND SALE AND DEVELOPMENT
AGREEMENT BETWEEN JJH3GROUP, LLC, AND THE CITY OF WEST ALLIS
AND COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST
ALLIS FOR THE FOR THE MULTIFAMILY AND MIXED-USE DEVELOPMENT
FOR THE PROPERTY LOCATED ALONG W. GREENFIELD AVE. BETWEEN S.
64TH AND S. 65TH ST.**

WHEREAS, JJH3Group, LLC (the “Developer”) has submitted an offer to purchase 0.40 acres of the Community Development Authority of West Allis (the “Authority”) owned property known as the former Spot Lite and former Crawdaddy’s properties located at 6414-22 W. Greenfield Ave. - (Tax Key No. 439-0144-001); 6424-26 W. Greenfield Ave. - (Tax Key No. 439-0145-002); and 13** S. 65 St. – (Tax Key No. 439-0146-000), referred to as (the “Property”) for \$7.4 million townhome and mixed-use multifamily development; and,

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

WHEREAS, the Developer plans to build an 8-unit townhome development, a three story, 11-unit market rate apartment building with 2,500 sq. ft. of commercial space, referred to as (the “Project”); and,

WHEREAS, as part of the Agreement, the Developer will be responsible for demolishing the existing improvements and constructing a new public space at the northeast corner of 65th and Greenfield Avenue.

WHEREAS, the project will also include the creation of a new Tax Incremental Financing District that will provide an economic benefit to develop the Project; and,

WHEREAS, the development of the Project would not occur without the benefits provided to Developer as set forth in this Purchase and Sale and Development Agreement hereby attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis hereby authorizes as follows:

1. A Purchase and Sale and Development Agreement between the City of West Allis, the Community Development Authority of the City of West Allis and JJH3GROUP, LLC and/or its assigns, for development of for the property located at 6414-22 W. Greenfield Ave. - (Tax Key No. 439-0144-001); 6424-26 W. Greenfield Ave. - (Tax Key No. 439-0145-002); and 13** S. 65 St. – (Tax Key No. 439-0146-000).
2. That the Economic Development Executive Director, with the approval of the City’s

Director of Finance, or their designees, are hereby authorized and directed to take any and all other actions on behalf of the City which are deemed necessary or desirable in connection with the aforementioned Development Agreement, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements.

3. That the Economic Development Executive Director, with the approval of the Finance Director, or their designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.

4. Authorizes the Economic Development Executive Director and Finance Director to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.

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

BE IT FURTHER RESOLVED that the Common Council of the City of West Allis hereby authorizes the Economic Development Executive Director, or his designee, to execute and deliver the aforesaid Purchase and Sale and Development Agreement on behalf of the City of West Allis.

SECTION 1: **ADOPTION** “R-2024-0361” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0361(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

Construction begins fall 2024
Leasing begins late 2025

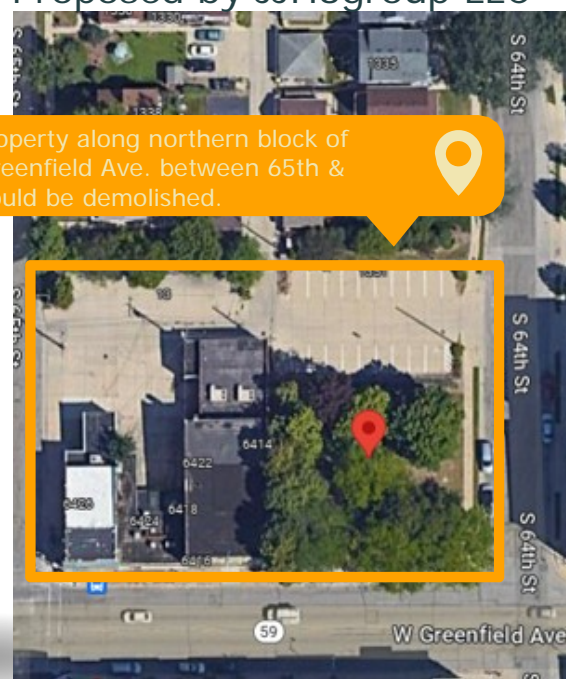
Proposed by JJH3group LLC

6400 W. GREENFIELD AVE.

Blighted property along northern block of 6400 W. Greenfield Ave. between 65th & 64th St. would be demolished.



This low-density residential development will fit seamlessly into the Six Points neighborhood while fulfilling the need for new housing options in West Allis.



8 townhomes

1,692 square feet each



11 apartments

776 - 951 square feet each



1 commercial space

2,500 square feet



Adds townhomes, a new type of housing not currently available in West Allis market.



Vacancy is low in existing supply of units - high demand in West Allis.



Current green space will be refreshed and activated with maintenance by developer.

Funding

- ◆ The developer is working with the City and the Community Development Authority (CDA) to purchase the properties
- ◆ Developer is investing \$5.73M of private funds into the project
- ◆ A new Tax Increment District (TID) is being created with 27 years of developer-funded Tax Incremental Financing (TIF) estimated at \$1.6M Net Present Value (NPV) worth of assistance.
- ◆ Estimated amount of taxes gained by development will be \$975,000 (compared to \$28,381 in 2022).

**PURCHASE AND SALE AGREEMENT
(6400 BLOCK OF W. GREENFIELD AVENUE -NORTH)**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the ____ day of July _____, 2024, by and between the CITY OF WEST ALLIS, a Wisconsin municipal corporation (the "City"), the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the "Authority") (the City and Authority are collectively referred to as West Allis throughout this agreement), and JJH3 LLC, a Wisconsin limited liability company, (the "Developer"), its successors and/or assigns. The Authority, the City, and the Developer are each referred to herein as a party or together as "Parties."

FOR AND IN CONSIDERATION of the promises and the undertakings and mutual covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Authority, City, and the Developer hereby covenant and agree as follows:

1. Property. West Allis hereby agrees to sell and convey to the Developer multiple parcels located between S. 64 and S. 65th Street along W. Greenfield Avenue, in West Allis, Milwaukee County, Wisconsin. The Developer hereby agrees to buy and pay for certain parcels of real property within the City of West Allis, Milwaukee County, Wisconsin, consisting of approximately 0.39 acres of land as depicted as Lot 1, 2, 3 from the Authority and purchase Lots 4 and 5 consisting of approximately 0.40 acres of land from the City. All Lots are identified on the attached as **Exhibit A - Site Map**. Pursuant to the Wisconsin Tax Increment Law, Wis. Stats. §66.1105 *et seq.*, the Common Council of the City of West Allis will create by resolution Tax Incremental District Number 20, City of West Allis, as of July 10, 2024 (the "District") and approved the project plan (the "Project Plan") for the District. The Property is within the boundaries of the District, has been designated by the City of

West Allis as blighted and the transaction contemplated by this Agreement and this Agreement is essential to the viability of the District.

The sale includes all the West Allis' interest in the Property and every easement, access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant to this Agreement) and all other real property rights and interests of the West Allis related to the Property.

2. Project. The Project will include the construction of approximately 8 market-rate rental town home units and 11-market-rate apartment units and approximately 2,500 square feet of retail space on the first floor. The Project will utilize a portion of land purchased by the Developer for approximately 25 surface parking spaces (the "Project"). Attached as **Exhibit B – Project** are Developer prepared renderings of the proposed development and site Plan.

3. Purchase Price. The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price") to be paid at Closing (as hereinafter defined) and reflects the environmental condition and blighted nature of the Property as determined by West Allis.

4. Closing. The closing of the transaction contemplated by this Agreement (the "Closing") will take place on _____, ____, 2024 or such earlier or later date as may be agreed to by the Developer, the City, and the Authority in writing (the "Closing Date"), provided that West Allis contingencies and the Developer's contingencies in connection therewith have been satisfied or waived as herein provided.

5. Conveyance. West Allis shall, at the Closing and upon receiving payment of the Purchase Price, convey the Property to the Developer by warranty deed in the form to be attached hereto as **Exhibit C** (the "Deed").

6. Easement Agreement. At the Closing, the parties shall record an Easement Agreement against the Property to maintain a Public Alley per the attached CSM ("Alley"). The Easement Agreement will provide for public ingress and egress, the access, repair, and operation of the Alley.

48 **7. As Is, Where Is.**

49 **A.** Sale. The sale of the Property to the Developer hereunder shall be **AS IS, WHERE IS,**
50 with all faults and without representation or warranty of any kind except as expressly
51 provided in this Agreement and in the documents delivered at Closing. Any other warranties
52 or representations of any kind made either orally or in writing by any agent or representative
53 of the Authority or anyone purporting to be an agent or representative of the Authority shall
54 be of no force and effect. Except as expressly provided in this Agreement and in the
55 documents delivered at Closing, the Developer hereby acknowledges that it does not rely
56 upon any representation or warranty made by the Authority or by the Authority's agents and,
57 except as expressly provided in this Agreement and in the documents delivered at Closing,
58 none have been made.

59 **B.** Developer's Investigation. Prior to Closing, the Developer, with the cooperation and
60 assistance of the City and the Authority as provided in this Agreement, will have investigated
61 and will have knowledge of operative or proposed governmental laws and regulations
62 (including, but not limited to, zoning, environmental and land use laws and regulations) to
63 which the Property is or may be subject and, based upon the foregoing, the Developer shall
64 accept the Property upon the basis of its review and determination of the applicability and
65 effect of such laws and regulations, except as expressly provided in this Agreement.

66 **C.** Warranties. The Developer further acknowledges that Authority, its agents and
67 employees and other persons acting on behalf of the City and the Authority have made no
68 representation or warranty of any kind in connection with any matter relating to the condition,
69 value, fitness, use or zoning of the Property upon which the Developer has relied directly or
70 indirectly for any purpose other than as may be expressly provided in this Agreement and in
71 the documents delivered at Closing.

72 **8.** Environmental. Upon Closing, the Developer shall be responsible for all costs associated
73 with environmental remediation and all general site preparation in accordance with the Remedial
74 Action Plan approved by the Wisconsin Department of Natural Resources.

75 **9. Conditions of Closing.**

76 **A. West Allis' Contingencies to Closing.** The obligation of West Allis to consummate
77 the transactions contemplated hereby is subject to the fulfillment of all the following
78 conditions on or before the Closing Date (all of which may be waived by the City and the
79 Authority in whole or in part in its sole discretion):

80 (1). Compliance with Agreement. The Developer shall have performed and
81 complied with all its obligations under this Agreement, in all material respects, to the
82 extent such obligations are to be performed or complied with by the Developer on or
83 before the Closing Date.

84 (2). No Litigation. No litigation, investigation, or other proceeding challenging or
85 affecting the legality of the transaction contemplated by this Agreement, or seeking
86 the restraint, prohibition, damages or other relief in connection with this Agreement
87 or the use intended for the Property by the Developer, shall have been instituted or
88 threatened by any person, agency, or other entity prior to the Closing, which would
89 reasonably be expected to prohibit or materially interfere with the transaction
90 contemplated by this Agreement.

91 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price
92 outlined in the above Section 3.

93 (4). Execution and Delivery of Development Agreement, Memorandum of
94 Agreements and Related Documents. Developer shall have executed and delivered
95 the Development Agreement in form and substance reasonably acceptable to the

Parties (the “Development Agreement”), the Development Financing Agreement in form and substance reasonably acceptable to the Parties (the “Development Financing Agreement”), Park Agreement, the Memorandum (as defined in Section 11 below); the Guaranty of Completion in form and substance reasonably acceptable to the Parties to be executed by JJH3 LLC (the “Completion Guaranty”), and the Easement Agreement in the form and substance reasonably acceptable to the Parties.

(5). Representations. Each of the representations and warranties of the Developer in this Agreement shall be true and correct in all material respects as of the Closing Date.

(6). Public Space. The Developer shall agree to create a public space located on the Southwest Corner of the 6400 Block as outlined in **Exhibit B**.

(a) The Public Space will be deeded to the City upon completion of the Project.

(b) The Developer shall construct and install the Public Space per the Plans Approved by the City on _____ 2024.

(c) The Developer and or its assigns shall be responsible for the maintaining of the Public Space including all concrete work, landscaping maintenance and replacement, grass cutting, trash and refuse collection, snow removal, lighting, etc.

(d) Parties agree to work on adding a public art piece within a designated area of the Public Space. The Park Space agreement shall be assumed by any future owner of the Project as outlined in the Public Space Agreement attached as **Exhibit D – Park Space Agreement**.

(7). Termination. In the event the conditions listed above (the West Allis Conditions) have not been satisfied or waived by West Allis on or before the Closing Date, then West Allis may terminate this Agreement by written notice to the Developer given on or before the Closing Date; provided, however, if West Allis Conditions set forth in subparagraphs (1), (2), (4), (5) and (6) have not been satisfied or waived by such date, West Allis will allow for an extension of this deadline if requested by the Developer, provided that Developer can demonstrate that it is pursuing satisfaction of the conditions in good faith and with due diligence. In case of such termination, no Party shall have any further liability under this Agreement except as specifically set forth as surviving termination.

B. Developer's Contingencies to Closing. The obligation of the Developer to consummate the transaction contemplated hereby is subject to the fulfillment of all the following conditions (the "Developer Conditions") on or before the Closing Date as indicated below (all of which may be waived by the Developer in whole or in part, in its sole discretion):

(1). Compliance with Agreement. West Allis shall have performed and complied with all its obligations under this Agreement, in all material respects, to the extent such obligations are to be performed or complied with by West Allis.

(2). No Misrepresentation or Breach of Covenants and Warranties. Each of the representations and warranties of West Allis in this Agreement shall be true and correct in all material respects as of the Closing Date.

(3). No Litigation. No litigation, threat, investigation, or other proceeding challenging or affecting the legality of the transaction contemplated by this Agreement, or seeking the restraint, prohibition, damages or other relief in connection with this Agreement or the use intended for the Property by the

Developer, which would reasonably be expected to have an adverse impact, in any respect, on the Property or the Developer's intended use, individually or in the aggregate shall have been instituted or threatened by any person, agency, or other entity prior to the Closing.

(4). Developer's Financing and Approvals.

(a) The Developer has secured sources of financing and private equity with terms reasonably acceptable to the Developer.

(b) Developer has secured all necessary approvals and confirmations that all necessary actions by any governmental instrumentality, agency, or affiliate (such as but not limited to the Authority and the City) have been taken for the full execution and performance under this Agreement, the Development Agreement, the Development Financing Agreement, Park Agreement, and Easement Agreement.

(c) The Authority and the City and any of the other parties thereto shall have executed and delivered the Development Agreement, the Development Financing Agreement, Park Agreement, the Memorandum of Agreements, and the Easement Agreement, as applicable.

(5). West Allis' Approvals, Test, and Reports. West Allis' have furnished the Developer the Due Diligence Documents (as hereinafter defined).

(6). Government Approvals. The Developer shall have confirmed prior to Closing that the Developer has obtained adequate assurances of the availability of any governmental permits, easement agreements, licenses, and approvals that are or may be necessary to develop and use the Property in the manner intended by the Development Agreement; provided, however, if any such approvals cannot be

obtained within said time period, the date for Closing shall be extended for a reasonable time to allow all approvals to be obtained, provided the Developer is pursuing such approvals in good faith and with due diligence.

(7). Utilities and Access. The Developer shall have been satisfied, in its sole discretion, with the location, availability, sufficiency and suitability of municipal and other utilities in connection with the Developer's intended use of the Property. West Allis makes no representations or warranties concerning the location or the condition of utilities. The Developer shall have been satisfied, in its sole discretion, that all access connections to public rights-of-way are available and sufficient to allow construction and operation of the Project.

(8). Due Diligence. The Developer and its lender shall have been satisfied, in their sole discretion, with the physical condition of the Property, including any environmental conditions, and with the condition of title to the Property.

(9). Title Policy. The Title Company shall be ready, willing, and able to issue at Closing (upon payment of the premiums and other charges) the Title Policy (as hereinafter defined) ensuring fee simple title to the Property to the Developer, subject only to Permitted Encumbrances (as hereinafter defined) and shall irrevocably agree to do so for the Closing.

(10). No New Encumbrances. There shall be no new encumbrances against title reflected in the Title Policy or any updated Title Commitment (as hereinafter defined) for the Property, unless approved by the Developer in writing.

(11). No Material Change. There shall not have occurred any change, and no circumstance shall have occurred, including, without limitation, with respect to the condition (including, without limitation, the environmental condition) or the zoning or

192 permitting or leasing of the Property except changes caused by Developer or an
193 affiliate of Developer prior to Closing, or the commencement or continuation of any
194 condemnation or moratorium affecting the Property which could reasonably be
195 expected to have an adverse impact, in any respect, on the Property or as set forth in
196 the Development Agreement, individually or in the aggregate.

197 (12). Termination. In the event that any of the Developer Conditions have not been
198 satisfied or waived by the Developer on or before Closing, the Developer may, by
199 written notice to West Allis on or before the Closing Date, terminate this Agreement;
200 provided, however, if the Developer Conditions set forth in subsections (4), (6) or (7)
201 have not been satisfied or waived by such date, West Allis will allow for an extension
202 of this deadline if requested by the Developer, provided that Developer can
203 demonstrate that it is pursuing satisfaction of the conditions in good faith and with
204 due diligence. In case of such termination, no party shall have any further liability
205 under this Agreement except as specifically set forth as surviving termination.
206 Closing on the Property shall be deemed as satisfaction or waiver of the Developer
207 Conditions.

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210 **10. Obligations and Title Matters.**

211 **A. West Allis' Obligations.** West Allis' obligations under this Agreement include:

- 212 (1). Subdivision. Prior to the Closing, West Allis shall cause the CSM to be fully
213 executed and recorded to combine the Property and to legally subdivide parcels.
214 (2). Zoning and Permitting Cooperation. West Allis shall cooperate with the
215 Developer through the term of this Agreement and shall promptly assist in obtaining

and expediting the necessary review by the City and in processing all submissions and applications in accordance with the applicable City ordinances, such that, as of the Closing, all zoning approvals necessary for the construction and occupancy of the Project will have been granted other than those items that are subject to completion of construction.

(3). Due Diligence Documents. West Allis have delivered to the Developer such documents in the Authority's or the City's possession or under its control and West Allis shall promptly deliver such additional documents that West Allis may obtain hereafter, as may be requested by the Developer for purposes of evaluating the Property and its ability to use the Property for the use intended by the Developer under this Agreement (collectively, the "Due Diligence Documents").

(4). Operation and Maintenance of the Property before Closing. Between the Effective Date and the Closing, West Allis covenants and agrees that it will:

(a) continuously maintain in full force and effect liability insurance coverage with respect to the Property, as typically maintained in the City's and Authority's ordinary course of business in addition to that insurance.

(b) refrain from entering any new lease, easement, agreement, or contract affecting the Property unless approved by the Developer in writing (which approval may be granted or withheld in the Developer's sole discretion); and

(c) not do or permit to be done any act with respect to the Property that would adversely affect or make more expensive the Developer's intended use thereof as set forth in the Development Agreement.

239 **B. Approvals.** The Developer is responsible, at its sole cost, to seek to obtain all
240 necessary governmental approvals and financing without contingencies as may be required
241 for the Developer's intended use of the Property as set forth in the Development Agreement.

242 **C. Title Evidence and Documents.**

243 (1). Title Commitment. The Developer shall obtain and pay for prior to or at
244 Closing a commitment (the "Title Commitment") from First American Title Insurance
245 Company (the "Title Company") to issue an owner's policy of title insurance (the
246 "Title Policy") to the Developer or its permitted assigns in the amount of the Purchase
247 Price of the Property or such higher amount as reflects the Developer's projected
248 development costs for the Project which Title Commitment shall show West Allis title
249 to be merchantable as of the Closing Date, subject only to such liens as will be paid
250 out of the proceeds of closing and such exceptions to title which will not
251 unreasonably inhibit, prohibit or impair the Developer's use of the Property for the
252 Developer's intended uses as set forth in the Development Agreement and which are
253 approved by Developer in writing ("Permitted Encumbrances"). West Allis shall
254 release, or cause to be released, any encumbrances in favor of the West Allis other
255 than Permitted Encumbrances.

256 (2). Survey. The Developer shall be responsible for obtaining and paying for an
257 ALTA/ASCM all-urban standards survey ("Survey") of the Property.

258 (3). Objections. The Developer, at least fifteen (15) calendar days prior to Closing
259 shall submit to West Allis in writing a list of matters affecting the Property to which
260 the Developer objects ("Title Objections"). Such Title Objections shall not have been
261 caused by Developer Contractor, or any of their affiliates. West Allis shall have ten
262 (10) calendar days to remove or cause the Title Company to insure over the Title

Objections. Failure of West Allis to notify Developer that said objections will be removed or waived constitutes refusal of West Allis to agree to such waiver or removal. The Developer reserves the right to approve the means and methods by which the West Allis proposes to remove or cause the Title Company to insure over the Title Objections. If West Allis is unable or unwilling to remove the Title Objections to the Developer's satisfaction, the Developer shall have five (5) days from the expiration of such ten (10) day period, to deliver written notice to the West Allis waiving the Title Objections. If the Developer does not waive the Title Objections, then this Agreement shall be null, and void and both the Developer and West Allis shall have no further liabilities under this Agreement.

D. Assessments. As of the date hereof and as of the Closing Date, the Property is not and will not be subject to real estate taxes or assessments. The West Allis represents to the Developer that there are no special assessments or charges outstanding for public improvements that have been made, or will have been made, against the Property that have not been paid.

11. Memorandum of Agreements. West Allis and the Developer agree that, on or before Closing, they will execute a Memorandum of this Agreement, the Development Financing Agreement, Park Agreement, Easement Agreement, and the Development Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin (the "Register's Office") against the Property in substantially the form to be attached hereto as **Exhibit D** (the "Memorandum"). The Parties further agree that the Memorandum shall be recorded prior to the Developer attaching any mortgage, lien, or other encumbrance on the Property except for any mortgage or lien granted to a lender in connection with its construction and permanent loans on the Property.

287 **12. Closing and Closing Costs.** The Closing shall be held at such place as the Parties may
288 mutually agree on the Closing Date.

289 **A.** Closing will be through an escrow account with the Title Company.

290 **B.** Closing Costs will be allocated as follows:

291 (1). The Developer shall pay the cost to record the Deed and its loan documents.

292 (2). West Allis shall pay the recording fee for any satisfaction of its existing liens
293 and encumbrances and the Memorandum.

294 (3). Each Party shall pay its own attorney's and other professional fees; and

295 (4). All other non-specified closing costs, including the costs of the Title
296 Commitment, Title Policy and Survey shall be paid by the Developer.

297 **13. Representations and Warranties.**

298 **A. West Allis Representations and Warranties.** West Allis hereby represents and
299 warrants that as of the date hereof and as of the Closing Date:

300 (1). Organization; Good Standing. The City as a municipal corporation under the
301 laws of the State of Wisconsin and the Authority as a Community Development
302 Authority duly organized and validly existing under Sec. 66.1335 of the laws of the
303 State of Wisconsin. The City and the Authority have full power and authority to sell,
304 own, or hold under lease its properties and assets and to carry on its business as
305 presently conducted, to enter into this Agreement, and to carry out the transactions
306 contemplated hereby.

307 (2). Authorization. The execution and delivery of this Agreement and the
308 consummation by West Allis of the transaction contemplated hereby are within the
309 power and authority of West Allis and have been duly authorized by all necessary

actions on the part of the Community Development Authority and the persons executing this Agreement on behalf of West Allis have been duly authorized.

(3). No Violation or Conflict. The execution, delivery, and performance of this Agreement by West Allis does not and will not conflict with or violate any law, regulation, judgment, deed restriction, order, decree, or any contract or agreement to which West Allis is a party or by which it is bound.

(4). Floodplain. No part of the Property is in a floodplain, flood hazard area, shore land, wetland, or similarly restricted area.

(5). Liens. There are no Liens on the Property naming West Allis regarding work performed or materials furnished for lien able work on the Property.

(6). Leases. There are no written or oral leases, occupancy agreements or rights of possession affecting the Property.

(7). Service Agreements. There is no existing service, maintenance, management, or any other agreements regarding the Property.

(8). No Default, Violation or Litigation. Regarding the Property and, to West Allis knowledge, West Allis are not in violation of any regulation, law, order of any court, federal, state, or municipal, or other governmental department, commission, board, bureau, agency or instrumentality, or restriction or covenant contained in any agreement or document of title (including, without limitation, legislation, regulations and agreements applicable to environmental protection, civil rights, public and occupational health and safety), nor has West Allis received any notice of noncompliance that has not been remedied, except as set forth in subsection (9) below as to certain environmental conditions. To West Allis', there are no lawsuits, proceedings, claims, governmental investigations, citations or actions of any kind

334 pending or threatened against West Allis or against the Property nor is there any basis
335 known to West Allis for any such action, and there is no action, suit or proceeding by
336 any governmental agency pending or threatened which questions the legality, validity
337 or propriety of the transaction contemplated hereby nor is there any basis known to
338 West Allis for any such action.

339 (9). Laws. Except for the exhibits and schedules attached to this Agreement
340 relating to environmental condition and any documents listed thereon, there is no
341 government agency or court order requiring repairs, alterations, or corrections of or
342 relating to the Property or any condition which might be cause for any such order, and
343 to West Allis' knowledge, the Property complies with all laws. Further, except for
344 documents provided to Developer as part of the Due Diligence Documents relating
345 to the environmental condition, to West Allis' knowledge, there is no violation of any
346 law or any building, zoning, environmental, or other ordinance, code, rule, or
347 regulation and no notice from any governmental body or other person has been
348 served upon West Allis' or upon the Property, claiming the violation of any such law,
349 ordinance, code rule, or regulation; there are no legal actions, suits, or administrative
350 proceedings, including condemnation, pending or threatened against the Property.
351 West Allis has provided to the Developer all materials in the possession related to
352 known environmental conditions of the Overall Project Site.

353 (10). Warranty. West Allis acknowledges that the warranties and representations
354 made herein and by West Allis are a material inducement to the Developer entering
355 into this Agreement, the Developer is entitled to rely upon these warranties and
356 representations despite independent investigation undertaken by the Developer and

that the warranties and representations made here and by West Allis shall survive the Closing and the execution and delivery of the Deed.

B. Developer's Representations and Warranties. The Developer hereby represents and warrants that as of the date hereof and as of the Closing Date:

(1). Organization; Good Standing. The Developer is a Wisconsin limited liability company duly organized and validly existing under the laws of the State of Wisconsin and authorized to do business in the State of Wisconsin. The Developer has full power and authority to acquire and own real estate and to carry on with its business as presently conducted, to enter into this Agreement, and to carry out the transaction contemplated hereby.

(2). Authorization. The execution and delivery of this Agreement and the consummation by the Developer of the transaction contemplated hereby are within the power and authority of the Developer and have been duly authorized by all necessary actions on the part of the Developer, and the persons executing this Agreement on behalf of the Developer have been duly authorized.

(3). No Violation or Conflict. The execution, delivery, and performance of this Agreement by the Developer do not and will not conflict with or violate any law, regulation, judgment, deed restriction, order, decree, or any contract or agreement to which the Developer is a party or by which it is bound.

(4). Litigation. To the Developer's knowledge, there are no lawsuits, proceedings, claims, governmental investigations, citations or action of any kind pending or threatened against the Developer, nor is there any basis known to the Developer for any such action, and there is no action, suit or proceeding by any governmental agency pending or threatened which questions the legality, validity or propriety of the

381 transactions contemplated hereby nor is there any basis known to the Developer for
382 any such action.

383 (5). Warranty. The Developer acknowledges that the warranties and
384 representations made here and by the Developer are a material inducement to West
385 Allis entering into this Agreement, West Allis is entitled to rely upon these warranties
386 and representations despite independent investigation undertaken by West Allis that
387 the warranties and representations made here and by the Developer shall survive the
388 Closing and the execution and delivery of the Deed.

389 **C. Waiver and Release.** Except to matters otherwise specifically set forth herein,
390 including this Section 13, in any closing documents signed in connection with this
391 Agreement, such as, but not limited to, the Development Agreement and the Development
392 Financing Agreement, if this transaction closes, the Developer agrees to waive, release and
393 forever discharge West Allis officers, employees and agents or any other person acting on
394 behalf of West Allis of and from any claims, actions, causes of action, demands, rights,
395 damages, costs, expenses or compensation whatsoever, direct or indirect, known or
396 unknown, foreseen or unforeseen, which the Developer now has or which may arise in the
397 future on account of or in any way growing out of or connected with this transaction. This
398 waiver and release do not extend to any matter with respect to which West Allis had actual
399 notice or knowledge prior to Closing and failed to disclose to the Developer or to any breach
400 of this Agreement.

401 **14. Time of the Essence.** Time is of the essence with respect to all obligations arising
402 hereunder.

403 **15. Brokers.** West Allis shall be responsible for and shall indemnify and hold the Developer and
404 its affiliates harmless for any claim for commission made by any agent or broker claiming to have

acted on West Allis 'behalf or otherwise in connection with the sale or conveyance of the Property.
The Developer shall be responsible for and shall indemnify and hold West Allis harmless for any
claim for commission made by any agent or broker claiming to have acted on the Developer's behalf
or otherwise in connection with leasing of any portion of the Property.

16. Closing Documentation.

A. The Closing on the purchase and sale of the Property shall occur by placing all
documents and funds into a trust or escrow with Title Company, at least one business day
prior to the Closing Date. The Title Company shall prepare a closing statement setting forth
a summary of the Purchase Price and debits and credits to the Developer and West Allis for
Closing. The Title Company shall provide and record at Closing a properly completed
Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at Closing for any
mortgages or other liens being satisfied as of the Closing Date.

B. At least one business day prior to the Closing, the Parties shall deliver, or cause to be
delivered, to Title Company with directions to record and/or deliver to the other Parties at
Closing, fully executed originals of the following (as applicable):

(1). Warranty Deed. The Deed to the Property was executed by the City and
Authority.

(2). Development Agreement. The Development Agreement executed by the
Parties.

(3). Development Financing Agreement. The Financing Agreement executed by
the City and the Parties.

(4). Memorandum of Agreements. The Memorandum executed by the City and
the Parties.

(5). Easement Agreement. The Alley Easement Agreement by the Parties.

(6). Title Affidavits. Owner's Affidavit and standard GAP affidavit required by the Title Company for title insurance purposes, executed by the City and the Authority.

(7). Other Documents. Such other documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated by this Agreement.

(8). Guaranty. The Completion Guaranty executed by Mandel Group, Inc.

17. Possession. At Closing, the City and the Authority shall deliver to the Developer legal and physical possession of the Property.

18. Independent Consideration and Project Documents. In the event the Developer terminates this Agreement prior to Closing, the Developer shall deliver to West Allis the Survey, the Title Commitment and any environmental reports prepared for the Developer and shall pay to West Allis One and No/100 Dollar (\$1.00) as consideration for entering into this Agreement (the "Independent Consideration"), which amount the Parties bargained for and agreed to as consideration for the City's and Authority's grant to the Developer of the Developer's exclusive right to purchase the Property pursuant to the terms hereof and for the City's and the Authority's execution, delivery and performance of this Agreement. Each Party waives all claims or defenses to enforceability of this Agreement in any way predicated upon the broad discretion afforded the Developer in evaluating the satisfaction of conditions precedent to the Developer's performance. The provisions of this Section 18 shall survive termination of this Agreement.

19. Condemnation. If, prior to the Closing Date, an authority other than West Allis itself takes the Property or any material portion thereof by power or exercise of eminent domain, or institutes any proceedings to effect such a taking, the West Allis shall immediately give the Developer notice of such occurrence, and the Developer shall have the option to terminate this Agreement, whereupon no Party shall have any obligation to another under this Agreement; provided, however,

if such action is instituted by West Allis, West Allis shall reimburse the Developer for actual pre-development expenses, including sitework expenses, incurred by the Developer prior to the date of such notice. If this Agreement is not so terminated, the conveyance that is the subject of this Agreement shall be completed and the Developer shall receive all proceeds of such condemnation. As used herein, a material portion of the Property shall be deemed taken if the same shall unreasonably interfere with the intended use of the Property by the Developer.

20. No Partnership or Venture. The Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between West Allis and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project. No elected official, member, officer, or employee of West Allis during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

21. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the Authority: Community Development Authority of the City of West Allis
Office of the Executive Director
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

With a copy to: City of West Allis
Office of the City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

Attn: City Attorney

To Developer: JJH3 LLC
P.O. Box 1798
Milwaukee, WI 53201
Attn: Jeffery J. Hook

With a copy to: Peter J. Faust, Attorney at Law
O'Neil, Cannon, Hollman, DeJong, and Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202
Attn: Peter J. Faust

22. Further Assurances. Following the Closing Date, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party to perfect and complete the purchase and sale of the Property as set forth herein as well as any other transactions specifically contemplated herein.

23. Waiver of Terms. Except as otherwise provided herein, any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

24. Right of Entry.

A. To Developer. The City and the Authority grants to the Developer, its agents and contractors, the right to enter upon the Property, subject to the insurance requirements below, at all reasonable times prior to closing for the purpose of performing the physical and environmental tests, investigations, testing and analysis of the Property and the feasibility of the Property for the Developer's intended use thereof. However, the Developer must restore the Property to substantially its previous condition if the Closing does not occur and this Agreement and the Development Agreement are terminated, except for any work completed pursuant to the Staging Easement; such work shall remain "as is." The Developer must provide West Allis copies of all written reports generated from such investigation.

513 Developers shall restore the site and provide copies of reports within 30 days of termination.

514 The provisions of Section 24(A) shall survive the termination of this Agreement.

515 (1) Before entering the Property, Developer shall obtain and maintain in full force and
516 effect, at its own expense: (i) workers' compensation insurance required under
517 state law, if applicable; (ii) a policy of insurance written by one or more
518 responsible insurance carrier(s), which will include West Allis as an additional
519 insured, insuring against liability for injury to persons and/or property and death
520 of any person or persons occurring in, on or about Property arising from
521 Developer's conduct, with a liability limit of not less than \$1,000,000 per
522 occurrence, and \$3,000,000 general aggregate limit, and which shall not be
523 canceled except after thirty (30) days written notice to West Allis; and (iii)
524 umbrella or excess liability insurance providing a minimum limit of \$5,000,000.00
525 per occurrence and in the aggregate. Before entering the Property, Developer
526 shall furnish West Allis with evidence of insurance reasonably acceptable to
527 West Allis demonstrating compliance with the terms of this subsection, including
528 but not limited to a certificate of insurance and endorsements naming the City
529 and the Authority as an additional insured, waiving the insurance company's right
530 to recover against West Allis, providing notice of cancellation for all causes, and
531 making Developer's insurance primary and noncontributory.

532
533 **B. Cooperation.** The Parties shall cooperate with each other and their respective
534 agents and contractors to facilitate the timely and accurate completion of the aforesaid
535 tests, examinations, inspections, and remedial activities.

537 **C. License.** The Parties acknowledge that this right of entry is a license only and does
538 not constitute a lease of or grant of any easement or other interests in real property; and each
539 agree that in the exercise of such right they shall comply with all valid laws, ordinances, rules,
540 orders or regulations of the United States, the State of Wisconsin, the County of Milwaukee,
541 City or any agencies, departments, districts or commissions thereof.

542 **25. Amendment of Agreement.** This Agreement may be amended, supplemented, or modified
543 at any time, but only by a written instrument duly executed by West Allis and the Developer.

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

550 **27. Successors and Assigns.** This Agreement and all rights and obligations therein, including
551 but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by
552 the Developer to an affiliated entity upon notice to West Allis. For purposes of this Section 27, the
553 term “affiliated entity” shall mean an entity controlling or controlled by or under common control
554 with the Developer. This Agreement may also be collaterally assigned in whole or in part by the
555 Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such
556 lender shall have any liability hereunder unless said lender elects to effectuate such assignment and
557 exercise the Developer’s rights hereunder.

558 **28. Execution in Counterparts.** This Agreement may be executed simultaneously in one or
559 more counterparts, each of which shall be deemed an original Agreement, but all of which together
560 shall constitute one and the same instrument.

561 **29. Titles and Headings.** Titles and headings to sections or subsections are for purposes of
562 references only and shall in no way limit, define, or otherwise affect the provisions herein.

563 **30. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto,
564 constitutes the entire agreement, and supersedes all other prior agreements and understandings,
565 both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

566 **31. Interpretation.** Unless the context requires otherwise, all words used in this Agreement in
567 the singular number shall extend to and include the plural, all words in the plural number shall
568 extend to and include the singular, and all words in any gender shall extend to and include all
569 genders.

570 **32. Construction.** West Allis and the Developer acknowledges that each party and its counsel
571 have reviewed and revised this Agreement and that the normal rule of construction to the effect that
572 any ambiguities are to be resolved against the drafting party shall not be employed in the
573 interpretation of this Agreement or any amendments or exhibits hereto.

574 **33. Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or
575 incapable of being enforced by any rule or law, or public policy, all other conditions and provisions
576 of this Agreement shall nevertheless remain in full force and effect.

577 **34. Default Provisions and Remedies.**

578 **A. West Allis' Remedies.** If the purchase and sale of the Property is not consummated
579 because of the Developer's failure to perform its obligations under this Agreement within three (3)
580 business days after written notice from West Allis, then West Allis shall have the right to terminate
581 this Agreement by written notice to Developer as the City's and the Authority's sole remedy.

582 **B. Developer Remedies.** In the event that the purchase and sale of the Property is not
583 consummated because of the City's or the Authority's failure to perform its obligations under this
584 Agreement within three (3) business days after written notice from West Allis, then the Developer

shall have the following rights and remedies, which shall be cumulative to the fullest extent permitted by law: (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to terminate this Agreement upon notice to West Allis, whereupon the Developer and West Allis shall have no further rights, obligations or liabilities hereunder, except for those agreements, which by their terms, expressly survive termination of this Agreement; and (4) to bring an action for direct money damages.

C. Limitations on Remedies. Neither party shall be liable to the other for consequential, indirect, incidental, or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall be entitled to its costs, including statutory attorney's fees.

35. No Reliance. No third party, except for the City as to Section 11 of this Agreement, is entitled to rely on any of the representations, warranties, or agreements of the Developer or West Allis contained in this Agreement. The Parties assume no liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

36. Survive the Closing. The agreements, covenants, warranties, and representations contained herein shall survive the Closing of the transaction contemplated herein.

37. Representations and Warranties. All representations and warranties contained in any certificate, instrument, or document executed and delivered by any Party pursuant to this Agreement and the transactions contemplated hereby prior to Closing shall, unless otherwise expressly provided therein or in this Agreement, be deemed representations and warranties by such Party solely for purposes of establishing if a breach of any representation or warranty has occurred hereunder and nothing contained herein will in any way modify, change or prolong the survival or term of any such warranty or representation.

609 **38. Binding Effect.** The terms and conditions of this Agreement shall be binding upon and
610 benefit the Parties and their respective successors and assigns.

611 **39. Good Faith.** The Parties covenant and agree to act in good faith in the performance and
612 enforcement of the provisions of this Agreement.

613 **40. Confidentiality Agreement.** West Allis acknowledges that certain portions of the materials
614 to be exchanged pursuant to this Agreement contain sensitive and proprietary information relating
615 to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if
616 such materials were to be made available to the general public. Additionally, certain materials to be
617 exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is
618 subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq. Under
619 these statutes, all documents and records are subject to public disclosure, unless there is a
620 statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this
621 Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat.
622 Section 19.21 et seq.)

623 **41. Force Majeure.** No Party shall be responsible to the other Party for any resulting losses, and
624 it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this Agreement is
625 delayed or prevented by reason of acts of God, inclement weather, civil disorders, pandemics,
626 national epidemics, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods,
627 legally required environmental remedial actions, shortage of materials, relocation of utilities, or by
628 other cause not within the control of the Party whose performance was interfered with ("Force
629 Majeure"), and which by the exercise of reasonable diligence such Party is unable to prevent. The
630 time for performance shall be extended by the period of delay occasioned by such Force Majeure.

631 **[Signature Pages Follow]**

AGREED TO BY AND BETWEEN the Developer and the Authority and the City on the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS**

By: _____

Name:

Title:

Dated: _____

CITY OF WEST ALLIS

By: _____

Dan Devine, Mayor

Dated: _____

By: _____

Rebecca Grill, City Administrator and City Clerk

Dated: _____

Approved as to form this ____ day.
of _____, 2024.

Name:
Title:

[Signature Page to Purchase and Sale Agreement]

JJH 3 LLC

Its: Manager

By: _____
Jeffrey Hook, owner, and manager Dated:

DRAFT

EXHIBITS TABLE

Exhibit A - Parcel Map

Exhibit B - The Project

Exhibit C - Warranty Deed Form

Exhibit D - Public Space Agreement

Exhibit E - Memorandum of Agreements

DRAFT

EXHIBIT A

Property

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 1 THRU 9, BLOCK 11, AND THE SOUTH 15 FEET OF LOT 12, BLOCK 11 IN FIRST CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

ALL BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 HAVING A BEARING OF N 89°32'23"

+ SET CROSS

⊙ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.

⊙ INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°36'E 214.52') DENOTES RECORDED AS BEARINGS AND DISTANCES

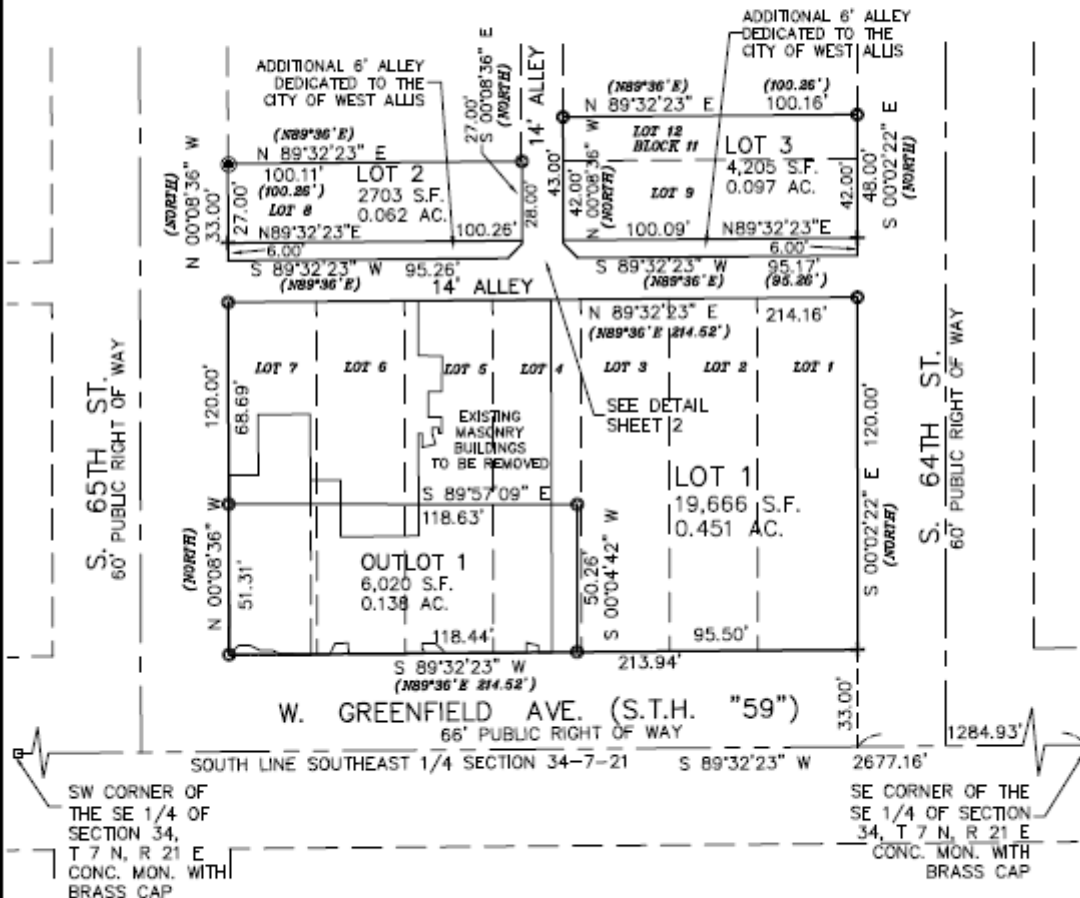
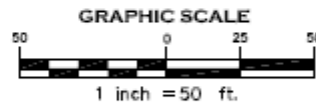


civil design and consulting

9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

PREPARED FOR:

CITY OF WEST ALLIS
WEST ALLIS COMMUNITY
DEVELOPMENT AUTHORITY
7252 W GREENFIELD AVE.
WEST ALLIS, WI 53214



Tax Increment District # 20: Parcel Map



Parcel Map

- | | |
|------------------------------|------------------------------|
| ① 6400 W. Greenfield Ave. | ④ 6424-26 W. Greenfield Ave. |
| ② 1351 S. 64 St. | ⑤ 6414-22 W. Greenfield Ave. |
| ③ 13 th S. 65 St. | |



EXHIBIT B – PROJECT



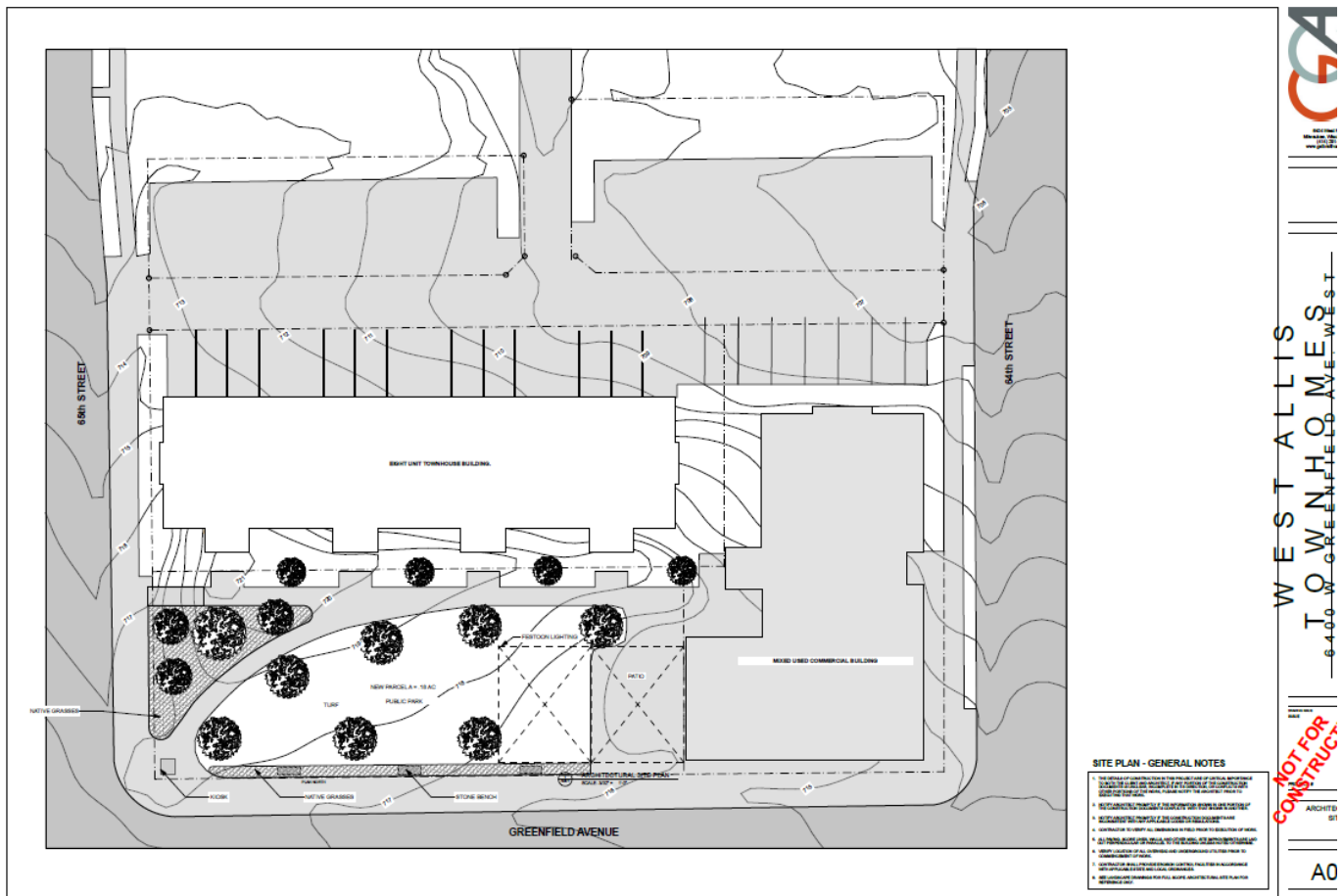


Exhibit C - Warranty Deed Form

Warranty Deed Form NEED TO REPLACE WITH A COPY

	State Bar of Wisconsin Form 1-2003 WARRANTY DEED	
Document Number	Document Name	

THIS DEED, made between Community Development Authority of the City of West Allis

_____, ("Grantor," whether one or more),
and SoNa Lofts LLC, a Wisconsin limited liability Company

_____, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: easements, covenants and restrictions of record.

Dated December 2021

Community Development Authority of the City of West Allis (SEAL)

By: _____
Name: _____
Title: _____

Recording Area

Name and Return Address
Foley & Lardner LLP
c/o Joshua P. Roling
777 E. Wisconsin Avenue
Milwaukee, WI 53202

Part of 454-0648-000

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Joshua P. Roling, Foley & Lardner LLP
777 E. Wisconsin Ave., Milwaukee, WI 53202

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED
© 2003 STATE BAR OF WISCONSIN
FORM NO. 1-2003

* Type name below signatures.

EXHIBIT D

Memorandum of Agreements

Document Number _____

MEMORANDUM OF AGREEMENTS

NOTICE IS HEREBY GIVEN that (1) a Purchase and Sale Agreement: JJH3 LLC, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the ____ day of December, 2024 (collectively, the “Agreements”), by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance by the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, the CITY OF WEST ALLIS, and JJH3 LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on **Exhibit "A"**, attached hereto and made a part hereof.

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

For Notice Purposes. This Memorandum of Agreements (this “Memorandum”) is entered into for notice purposes only, and anyone relying hereon is put on notice that this Memorandum is only a summary of certain terms and conditions set forth in the Agreements, and the Agreements contain additional terms and conditions not set forth herein, including an agreement requiring, under certain circumstances, payments in lieu of taxes. Nothing contained herein shall modify or amend the terms of the Agreements, and if the terms of this Memorandum conflict with the terms of the Agreements, the Agreements shall control.

Counterparts. This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one original.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Agreements.

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WEST ALLIS**

By: _____
Name: _____
Its: _____

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this _____ day of _____, 2024, _____, the _____ of the Community Development Authority of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said Authority.

_____ (SEAL)
(_____)
Notary Public, State of Wisconsin
My Commission Expires: _____

JJH3 LLC

By: JJH3 LLC, its Manager

By: _____

Jeffrey J. Hook, Owner, and Manager

Dated: _____

[illegible]

Personally, came before me this _____ day of _____, 2024, the above-named Jeffrey J. Hook, Manager of JJH3 LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

_____(SEAL)
()
Notary Public, State of Wisconsin
My Commission Expires: _____

CITY OF WEST ALLIS

By: _____
Dan Devine, Mayor

By: _____
Rebecca Grill, City Clerk

[illegible]

Personally, came before me this _____ day of _____, 2024, Dan Devine, the Mayor of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.

____ (SEAL)
()
Notary Public, State of Wisconsin
My Commission Expires: _____

[illegible]

Personally, came before me this ____ day of _____, 2024, Rebecca Grill, the City Clerk of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.

_____ (SEAL)

()
Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A

NEED LEGAL

DRAFT

**DEVELOPMENT AGREEMENT
(SONA Lofts)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), made and entered into as of the ____ day of _____, 2024, by and between the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (“Authority”), the City of West Allis, a municipal corporation), (Authority and City are collectively, “West Allis”) and JJH3 LLC, a Wisconsin limited liability company, its successors and/or assigns (“Developer”). The Authority, the City, and Developer are each referred to herein as a party or together as the “Parties.”

WHEREAS, the Developer, the Authority and the City are Parties to a Purchase and Sale Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by City outlined Certified Survey Map (the “CSM”) described in **Exhibit A** attached hereto (the “Property”).

WHEREAS, on even date hereof, West Allis closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement.

WHEREAS, the Developer intends to construct 8 two-story townhomes with garages and 8 parking slabs and a 11-unit market rate multifamily apartment building and approximately 2,300 square feet of retail space, including approximately 25 surface parking spaces, and new public space at the northeast corner of 65th and Greenfield Avenue, generally consistent with the preliminary site plan and rendering, attached hereto as **Exhibit B** (the “Project Plans”) which, subject to Section 1. A below. West Allis agrees that the Project Plans are acceptable in all respects, and satisfies, in West Allis’ opinion, the standards set forth in this Development Agreement. The development described above is hereinafter referred to as the “Project” and is located within the northside, of the 6400 block of West Greenfield Avenue, between S. 64th St. and S. 65th St. within Six Points/Farmers Market Redevelopment Area.

26 **WHEREAS**, the Parties have also entered into a Development Financing Agreement (the
27 “Development Financing Agreement”) dated of even date hereof, pursuant Agreement, the has
28 agreed to provide certain financial incentives and assistance to allow Developer to develop the
29 Project.

30 **WHEREAS**, the Developer and the City desire to set forth in writing the terms and conditions
31 under which Developer has agreed to develop and maintain the Project; and

32 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained herein
33 and in the Development Financing Agreement, and for other good and valuable consideration, the
34 receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

35 **1. AUTHORITY’S and CITY’S OBLIGATIONS.** The City shall have completed the following
36 actions:

37 **A. Zoning and Planning Approvals.** The City shall have issued all required approvals for
38 the Project, which remain subject to final approval of City’s Common Council and
39 City’s Plan Commission.

40 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:

41 **A. Environmental Remediation.** Developer shall be responsible for all costs
42 associated with environmental remediation of the Property as required by the
43 Wisconsin Department of Natural Resources.

44 **B. Construction of Project.** Subject to the obligations and contingencies set forth in
45 the Purchase and Sale Agreement, Developer will undertake the following;

- 46 (1) Commence construction of the Project and substantially complete the
47 Project in accordance with Section 2.C below.
- 48 (2) The Project shall be landscaped in accordance with approved Project Plans.

(3) Build a public space of approximately 50 ft. By 119 ft. (6,020) square feet including public amenities and landscaping to meet the City's Park standards.

C. Schedule. Developer shall commence construction of the Project no later than the date referred to in **Exhibit C** of this Agreement (the "Project Schedule") and shall proceed with due diligence to substantial completion and occupancy no later than the date referred to in the Project Schedule. Failure of Developer to commence or substantially complete construction as required by the Project Schedule, subject to Force Majeure (as defined below), shall constitute a breach of this Agreement; provided, however, such failure shall not constitute a default if Developer is actively and continuously pursuing commencement or substantial completion, as applicable, of construction in good faith and with due diligence.

Availability of Funds and Approval for Construction. Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of West Allis, but not more than once in a 12-month period, Developer shall provide to West Allis evidence satisfactory to West Allis and their financial and/or construction cost consultants, in West Allis reasonable discretion, that Developer has available to it the necessary corporate approvals and sufficient funds for the completion of the Project upon the schedule set forth herein. Notwithstanding anything in this Section 2 to the contrary, Section 40 of the Purchase and Sale Agreement shall apply with respect to any materials that Developer determines contain sensitive or proprietary information relating to Developer or the Property or that may be trade secrets or copyrighted. Pursuant to said Section 40, among other things, Developer may deliver such materials to Authority's and the City's financial consultant upon receipt of such

consultant's agreement to keep such information confidential, other than with respect to disclosures to West Allis, and the financial consultant will report to West Allis on the contents thereof.

D. Conveyance. Prior to issuance of an Occupancy Permit for the Project, Developer shall not sell, transfer or convey the Property to anyone other than an Affiliate (as hereinafter defined), except that Developer may at any time, with or without the Authority's and City's consent: (i) mortgage all or any portion of the Project property as security for the Project's financing (a "Mortgage"); (ii) collaterally assign Developer's interest in this Agreement to Developer's mortgage lender ("Lender") in connection with the Project's financing. For purposes of this Agreement "Affiliate" shall mean an entity controlling, controlled by or in common control with Developer. Nothing herein shall preclude Developer from selling a majority membership interest in the ownership of the Property. Lender shall be permitted to foreclose on the Property without Authority's or City's consent.

E. Nondiscrimination. Developer shall not restrict the use or enjoyment of the Property or the Project of a person because of race, color, national origin, age, sex or disability in the sale, use or occupancy of the Project.

3. DESIGN AND CONSTRUCTION STANDARDS. The Parties have concluded that the Project will create a quality development that fits the context and vitality of the surrounding neighborhood redevelopment while utilizing contemporary design standards, and that the development is intended to increase the tax base and enhance the neighborhood. Building plans and specifications, including architectural elevations, for the Project, to include construction materials, shall be substantially in conformity with the Project Plans. Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the

construction, design and operation of the Project shall comply in all material respects with the approved Project Plans.

4. LANDSCAPING. Landscaping for the Project shall be substantially in conformity with the Project Plans.

A. All areas on the Property not used for building, storage, parking, walks, and access roads, shall be suitably graded and drained, seeded, sodded, landscaped and maintained as provided in Sec. 19.13 of the Revised Municipal Code.

B. All required landscaping shall be completed within one year of the completion of construction of the principal buildings on the Property and shall, thereafter, be maintained in a manner acceptable to City. Developer will maintain the site landscaping in accordance with the requirements of the City Code.

5. SITE STANDARDS AND IMPROVEMENTS. Unless otherwise approved by the City's Plan Commission, including with respect to the approved Project Plans, all buildings and other site improvements (collectively "Improvements") to be constructed under this Agreement shall comply with the following minimum standards:

A. Plan Review. To the extent not approved as part of the Project Plans, improvements shall be designed by a licensed architect or engineer. Building Improvements are subject to architectural review and approval by City's Plan Commission as provided herein.

B. Parking. Any surface parking shall be distributed throughout the Property in a manner that no more than 30% of total surface parking should be located on any side facing a street. Landscaping shall be used to define parking areas, primary vehicular drives and pedestrian areas in an aesthetically and environmentally pleasing

manner. The Plan Commission hereby approves the parking plan and associated landscaping as depicted on the Approved Plans.

6. REFUSE. Trash containers for the apartment buildings shall be located within any of the following: individual unit garages, placed along the garage or parking slab but proper screening or an enclosed refuse enclosure. Any permanent trash containers located outdoors and above ground, including dumpsters, must be enclosed by a wall that matches the character of the building facade and provides a suitable visual screen. Permanent outdoor trash enclosure areas will also feature a rooftop structure/covering to limit sight lines into the refuse area from housing units on site and adjacent to the Property. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present an aesthetically appealing appearance at all times. All permanent, outdoor trash enclosures to be permitted inside and rear yards only.

7. UTILITIES AND SITE LIGHTING. All new utility lines on the Property shall be installed underground in easements provided, therefore. No new overhead electric power, telephone or cable service will be permitted. Existing overhead wires may remain in place. Parking and roadway lighting (fixture, height, type and intensity) where provided shall be approved by West Allis. Area lighting shall not be mounted on the building. Full cut off fixtures shall be utilized to prevent light splay onto surrounding properties.

8. PEDESTRIAN AND VEHICULAR ACCESS.

A. All curb cuts and service drives shall be designed to minimize disruption of pedestrian activity and movements and are subject to the approval of City's Board of Public Works.

143 **B.** Pedestrian linkages and crossing access are encouraged between existing
144 neighborhoods and the proposed development area in an effort to promote
145 walkability, traffic safety, and reduction of the number of new driveways on major
146 street arterials.

147 **C.** Loading docks and refuse areas shall be screened and concealed from street view.

148 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all permitted
149 Accessory Structures (defined below) in the Project shall be approved by the City’s Plan
150 Commission pursuant to this Agreement before construction of such accessory structure.
151 As used in this Agreement, the term “Accessory Structure” includes, but is not limited to,
152 garages, maintenance buildings and the following structures (if such structures are to be
153 located within the required setbacks): ground-mounted telephone and electrical
154 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
155 structures. Issuance of a building permit by the City and Plan Commission approval shall
156 constitute conclusive evidence that the City has approved any and all Accessory Structures.

157 **10. SIGNAGE.** Signage placement shall be considered in the building and site design. A
158 complete signage package, indicating design, materials size, location, and illumination,
159 shall be submitted to City’s Development Department for approval.

160 **11. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to the
161 contrary, construction of the Project in accordance with the final plans and specifications
162 approved by the City’s Plan Commission shall conclusively evidence compliance with this
163 Agreement. Following completion of construction of the Project in accordance with such
164 final approved plans and issuance of an occupancy permit by the City of West Allis, at the
165 written request of Developer, West Allis shall execute and deliver to Developer a Certificate
166 of Completion in substantially the form attached hereto as **Exhibit D** confirming that the

Project is acceptable to West Allis in all respects and satisfies, in West Allis' opinion, the standards set forth in this Agreement (the "Certificate of Completion"). The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in this Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project, and (b) the required date for completion of the Project; provided, however, that Developer's obligations pursuant to Sections 2.F, 4.B, 12.A, and 12.C shall continue in effect until otherwise satisfied as set forth in this Agreement.

12. MAINTENANCE RESPONSIBILITIES.

A. Developer shall keep the Property and easement areas on the Property in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (1) The removal of all litter, trash, refuse, and wastes.
- (2) The mowing of all lawn areas should be conducted in accordance with municipal code.
- (3) The maintenance of lawn and landscape areas in a weed-free, healthy and attractive condition.
- (4) The care and pruning of trees and shrubbery outside of easements within Property boundaries.
- (5) The maintenance of exterior lighting, signs, and mechanical facilities in working order.
- (6) The keeping of all exterior building surfaces in a clean, well-maintained condition.
- (7) The striping and sealing of parking and driveway areas.

(8) The removal of unlicensed or inoperable vehicles.

(9) Snow and ice removal.

B. Maintenance During Construction. During construction, it shall be the responsibility of Developer to ensure that construction sites on the Property are kept free of unsightly accumulations of rubbish and scrap materials; and that construction material, trailers, and the like are kept in a neat and orderly manner. If any street rights-of-way abutting the Property are damaged as a result of Developer's construction activities, Developer shall repair said damage to edge of pavement. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction in accordance with the Building Permit for erosion control issued by the City's Building Inspection & Neighborhood Services Department on October 25, 2021, as Permit No. 211849. The Developer is responsible for any snow removal, grass cutting, weed removal, and fencing the Property.

C. Storm Water Management and Controls. Developer shall be responsible for obtaining all necessary stormwater permits for the Project.

13. DEFAULT PROVISIONS AND REMEDIES.

A. Event of Default. The occurrence of the following conditions shall constitute an "Event of Default" so long as such conditions exist and are continuing:

(1) Developer fails to perform or satisfy any of its obligations under this Agreement within thirty (30) days following written notice from Authority or the City; provided, however, if the default is not reasonably susceptible of cure within such thirty (30) day period, then Developer shall have such

215 additional period of time to cure the default as long as the Developer is
216 diligently pursuing such cure to completion.

217 (2) Developer becomes insolvent or generally does not pay or becomes unable
218 to pay or admits in writing to its inability to pay its debts as they mature.

219 (3) Developer makes an assignment for the benefit of creditors or to an agent
220 authorized to liquidate any substantial amount of assets.

221 (4) Developer becomes the subject of an “order for relief” within the meaning of
222 the United States Bankruptcy Code or files a petition in bankruptcy, for
223 reorganization or to affect a plan or other arrangement with creditors.

224 (5) Developer has a petition or application filed against it in bankruptcy or any
225 similar proceeding or has such a proceeding commenced against it, and such
226 petition, application or proceeding shall remain undismissed for a period of
227 ninety (90) days or Developer files an answer to such petition or application,
228 admitting the material allegations thereof.

229 (6) Developer applies to a court for the appointment of a receiver or custodian
230 for any of its assets or properties or has a receiver or custodian appointed for
231 any of its assets or properties, with or without consent, and such receiver
232 shall not be discharged within ninety (90) days after their appointment.

233 (7) Developer adopts a plan of complete liquidation of its assets.

234 **B. Failure to Commence or Substantially Complete Construction.** So long as West
235 Allis is in compliance with all of its obligations under the Purchase and Sale
236 Agreement and the Development Financing Agreement, in the event Developer does
237 not commence construction of the Project pursuant to the Project Schedule, subject
238 to Force Majeure, Authority or the City may, but shall not be required to, purchase

the Property for the price paid to Authority and/or the City by the Developer, as its sole remedy, by giving at least thirty (30) days' prior written notice to Developer of its intention to repurchase, in which case West Allis will take title. If commencement of construction of the Project has occurred, but Developer does not substantially complete construction of the Project pursuant to the Project Schedule, subject to Force Majeure, Authority and the City may charge Developer a fee of \$50.00 per day for each day between the date that substantial completion is required pursuant to the Project Schedule and the date that the Project is substantially complete.

(1) The foregoing right to repurchase shall be subject and subordinate to the lien and rights of any Lender providing financing to the Project and shall automatically terminate upon commencement of construction of the Project.

(2) The term "commence construction" or "commencement of construction," as applicable, as used in this Agreement shall mean the pouring of footings for a building within the Property, provided that if footings are poured prior to Closing, then construction shall be deemed to commence as of Closing. The term "substantial completion" as used in this Agreement shall mean the issuance of an initial occupancy permit for the Project, whether temporary or permanent, subject to punch list items.

C. Limitation on Remedies. Neither party shall be liable to the other for consequential, indirect, incidental or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall be entitled to its costs, including statutory attorney's fees.

- 262 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms and conditions
263 of Section 14 (Time of the Essence), Section 20 (No Partnership or Venture), Section 21
264 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of Terms), Section 25
265 (Amendment of Agreement), Section 26 (Governing Law and Venue), Section 27 (Successors
266 and Assigns), Section 28 (Execution in Counterparts), Section 29 (Titles and Headings),
267 Section 31 (Interpretation), Section 32 (Construction), Section 33 (Severability), Section 38
268 (Binding Effect), and Section 39 (Good Faith) of the Purchase and Sale Agreement shall
269 govern the interpretation and application of this Agreement.
- 270 **15. DEFINED TERMS.** Defined terms contained in the Development Agreement shall, unless a
271 different specific definition is given, be governed by the definitions contained in the Purchase
272 and Sale Agreement.
- 273 **16. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed
274 hereto, constitutes the entire agreement and supersedes all other prior agreements and
275 understandings, both written and oral, by the Parties or any of them, with respect to the
276 development and maintenance of the Project
- 277 **17. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting losses,
278 and it shall not be a breach of this Agreement, if fulfillment of any of the terms of this
279 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil
280 disorders, pandemics, national epidemics wars, acts of enemies, strikes, lockouts, or
281 similar labor troubles, fires, floods, legally required environmental remedial actions,
282 shortage of materials, relocation of utilities, or by other cause not within the control of the
283 Party whose performance was interfered with ("Force Majeure"), and which by the exercise
284 of reasonable diligence such Party is unable to prevent. The time for performance shall be
285 extended by the period of delay occasioned by such Force Majeure.

286

287

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

**AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY
 OF WEST ALLIS**

By: _____

Name:

Title:

Dated: _____

Approved as to form this ____ day
of _____, 2024.

Name: Kail Decker
Title: City Attorney

DEVELOPER: JJH LLC

By:_____

By: Jeffrey Hook
Managing Member and Owner P

Dated: _____

Development Agreement List of Exhibits

Exhibit A	Property
Exhibit B	Project Plans
Exhibit C	Project Schedule
Exhibit D	Certificate of Completion

EXHIBIT A

Project Plans

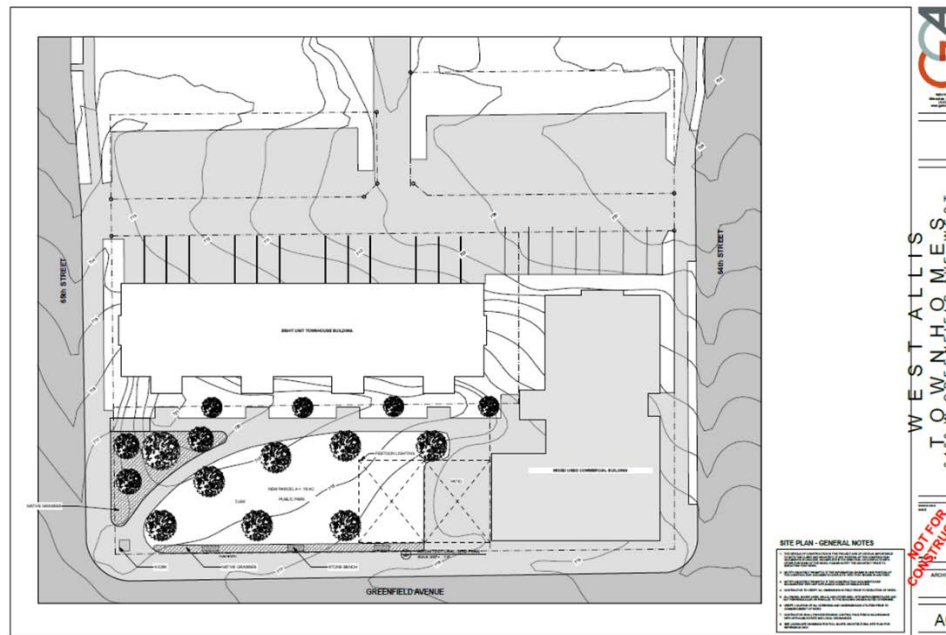


Exhibit B

EXHIBIT C

Project Schedule

Item	Description	Date	Entity
1	Closing	As defined in the Purchase and Sale Agreement	AUTHORITY/DEVELOPER
2	Commence Construction	Within 45 days following Closing	DEVELOPER
3	Project Completion	24 months following the later of (a) Closing and (b) commencement of construction, subject to Force Majeure	DEVELOPER
4	Final Request for Certification of Completion	60 days following construction completion	DEVELOPER

EXHIBIT D

CERTIFICATE OF COMPLETION

JJH LLC COMPLETION GUARANTY

This Guaranty by is made by JJH LLC, a Wisconsin Limited Liability Company, (“JJH”)(**“Guarantor”**) (**“Developer”**), to and for the benefit of the City of West Allis, Wisconsin (the **“City”**) and the Community Development Authority of the City of West Allis (the **“Authority”**). The City and the Authority will be combined parties within this Agreement and hereby called the **“City.”**

WHEREAS, Pursuant to that certain Development Agreement and Development Finance Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time,(the **“Development Agreement”**) and (the **“Development Finance Agreement:**) by the Developer, the City, and the Authority, pursuant to Section 66.1335 of the Wisconsin Statutes , have agreed to make certain financial accommodations available to Developer, on the terms and subject to the conditions set forth in the Development Agreement and Development Financing Agreement; and,

WHEREAS, pursuant to that certain Development Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the **“Development Agreement”**) by and among the City, Authority, and the Developer, the Developer agreed to certain terms and conditions with respect to the development and maintenance of a multifamily apartment project more particularly described in the Development Agreement (the **“Project”**); and

WHEREAS, the City and the Authority require, as a condition of entering into the Development Financing Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of Developer to the City and the Authority pursuant to the terms hereof; and,

WHEREAS, JJH will derive substantial benefits from the conduct of the Developer's business and operations; and, by reason of the relationship with the Developer, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of the Developer to obtain the benefits under the Development Financing Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Financing Agreement

2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against such Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor agrees to file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by it to the extent that such taxes shall have become due and all extensions have expired. The Guarantor has no knowledge of any liabilities as to it, which may be asserted against it upon audit of its federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City or the Authority, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor, or any of its properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that the City and/or the Authority has not made any representations or warranties with respect to, and agrees that the City and/or the Authority does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Development Financing Agreement or the financial condition of Developer. The Guarantor has independently determined the issues relating to completion of the Project.

3. The Guarantor hereby absolutely and unconditionally guarantees to the City and the Authority (i) the prompt and complete performance of Developer's obligation to complete the construction of the Project as set forth in the Development Agreement ("**Guaranteed Obligations**"). In the event that Developer fails to substantially complete construction of the Project as required under the terms of the Development Agreement, then, upon receipt of written notice from the City, Guarantor will within thirty (30) days after receipt of such notice undertake to complete construction of the Project pursuant to the provisions of this Section 3 and thereafter pursue such construction through to substantial completion of the Project. If the City elects to require Guarantor to complete the Project, then within thirty (30) days after written demand by the City, Authority, Guarantor will commence such construction of the Project.

4. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns; however, the Guarantor shall not transfer or assign its Obligations to an affiliate or another entity without the written consent of the City and or Authority . This Guaranty shall remain in full force and effect so long as any of the Guaranteed Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Development Agreement or any of the terms thereof, the continuance of any Guaranteed Obligations on the part of the Developer on the Development Agreement, or the power or authority or lack of power or authority of the Developer or any other party to execute and deliver the Development Financing Agreement, Development Agreement, or to perform any of the Guaranteed Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to perform any covenant or agreement under the terms of the Development Agreement, or the failure to resort for payment to the Developer or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Development Financing Agreement and/or Development Agreement or amendments, modifications, consents or waivers with respect to the Development Financing Agreement and/or Development Agreement or any subordination of the Guaranteed Obligations to any other obligations of the Developer (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Developer might have to the payment or to the performance or observance of any of the Guaranteed Obligations, other than full payment or performance thereof, as applicable.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Guaranteed Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Guaranteed Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment or performance of the Guaranteed Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Developer or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further

understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Developer shall default in the performance of the Guaranteed Obligations under the terms of the Development Agreement beyond any applicable grace or cure period and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default until terminated as herein provided.

5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed Obligations remain unpaid or unperformed, as applicable, and may be enforced by the City or any successor in interest under the Development Agreement; provided that the City may only transfer this Guaranty, the Development Agreement and the Development Financing Agreement to the CDA or any successor to the CDA or to the City, in each case, affiliated with the City of West Allis and to no other party without the consent of Guarantor and provided further that notice is given to the Guarantor within a reasonable time after such assignment.

6. This Guaranty shall terminate and Guarantor shall be released from all further liability hereunder upon the issuance of the Certificate of Completion (as defined in the Development Agreement).

7. Notices hereunder shall be given in accordance with the provisions of the Development Financing Agreement.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the day of _____, 2024.

JJH LLC

Name: Jeffrey Hook
Title: Owner and Managing Member

State of Wisconsin)
) ss.
Milwaukee County)

Personally, came before me this ____ day of _____, 2024 the above-named Jeffrey Hook, managing member and owner of JJH LLC me known to be the person who executed the foregoing instrument and acknowledged same on behalf of such company.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____
My Commission: _____

Acceptance:

This Guaranty is hereby accepted this ____ day of _____ 2024, by the City of West Allis and the Community Development Authority of the City of West Allis.

CITY OF WEST ALLIS (“City”)

By: _____

Dan Devine, Mayor

By: _____

Rebecca Grill, City Clerk

By _____

Patrick Schloss, Executive Director

Document Number	CERTIFICATE OF COMPLETION
Document Title	
CERTIFICATE OF COMPLETION	
6400 BLOCK APARTMENTS	
Recording Area	
Name and Return Address	
J Peter J. Faust, Attorney at Law	
O’Neil, Cannon, Hollman, DeJong	
and Laing S.C.	
111 E. Wisconsin Avenue, Suite	
1400	
Milwaukee, WI 53202	
Attn: Peter J. Faust	

Parcel Identification Number (PIN)

Property Address	
Developer:	JJH LLC, a Wisconsin limited liability company

Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2024, as amended or modified, recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
	See attached Exhibit "A"
Legal Description:	

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") and the City of West Allis, caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of _____, 2024, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority and the City to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority and the City, this shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer's obligations pursuant to Sections 2.F, 4.B, 12.A, and 12.C of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Dated at West Allis, Wisconsin, this _____ day of _____, 2024.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

Name: Patick Schloss
Title: Executive Director

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2024, _____,
_____ of the Community Development Authority of the City of West Allis, to me
known to be the persons who executed the foregoing instrument, and to me known to be such
_____, and acknowledged that they executed the foregoing instrument as such
officers as the deed of said Community Development Authority by its authority.

(SEAL)

Name:
Notary Public, State of Wisconsin
My Commission expires:

1 **Development Agreement**

2 **Exhibit F**

3 **DEVELOPMENT FINANCING AGREEMENT**

4 **(TAX INCREMENTAL DISTRICT NUMBER 20)**

5 **THIS AGREEMENT** is entered into as of this ____ day of July, 2024 (the “Effective Date”),
6 between the Community Development Authority of the City of West Allis, Wisconsin , a separate
7 body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of
8 Wisconsin Statutes (“Authority”), the City of West Allis (“City”), (Authority and City are collectively
9 referred to as “West Allis”) and JJH3 LLC, a Wisconsin limited liability company, its successors
10 and/or assigns (“Developer”).

11 **WHEREAS**, on even date herewith, West Allis and Developer have entered into a Purchase
12 and Sale Agreement (the “Purchase and Sale Agreement”) for the sale of certain real property (the
13 “Public Property”), identified in the Purchase and Sale Agreement constitutes the “Property,” to be
14 used for the Project as defined below; and,

15 **WHEREAS**, Pursuant to the Purchase and Sale Agreement for the purchase and sale of
16 certain property owned by the City of West Allis and the Community Development Authority of the
17 City of West Allis, described in the Purchase and Sale Agreement under **Exhibit A** of the Purchase
18 and Sale Agreement; and,

19 **WHEREAS**, as of the date hereof, West Allis closed on the sale of the Property to the
20 Developer pursuant to the Purchase and Sale Agreement (the “Closing”), which sale was

1 contingent upon, among other matters, the Developer's commitment to construct 8 townhome
2 units and a multifamily mixed-use apartment building with 11-units and with approximately 2,300
3 sq. ft. of commercial space (the "Development Agreement"). The Project will include
4 approximately 25 surface parking spaces. The estimated budget for the project is \$7.4 million. The
5 Developer will construct a new 50 ft. 119 ft. (6,020) sq. ft. public space within the Project area. The
6 Plan Commission approved the site plan on May 29, 2024, and the Plan is outlined in the Purchase
7 and Sale Agreement under **Exhibit B – Project Plan**. The Developer's Project Plan is consistent
8 with the TID Project Plan; and,

9 **WHEREAS**, the Property and Project are located in a newly created City Tax Incremental
10 District Number 20 (the "District") which City has established in order to finance project costs
11 related to eliminating blight within the District as permitted under Wis. Stats. Section 66.1105; and,

12 **WHEREAS**, pursuant to the Purchase and Sale Agreement, West Allis agreed to provide
13 certain financial incentives and assistance to allow the Developer to develop the Project and the
14 Developer would not undertake the development and construction of the Project without such
15 financial incentives and assistance; and,

16 **WHEREAS** the Parties desire to set forth in writing the terms of such financial incentives
17 and assistance in the terms and conditions under which West Allis will provide such financial
18 incentives and assistance; and,

19 **WHEREAS**, the Developer plans to expend certain costs to construct the Project and all
20 such costs as described on **Exhibit I– Project Costs of the Development Financing Agreement**
21 hereto (the "Project Costs").

1 **WHEREAS**, the Project will serve the purpose of eliminating the blighted conditions which
2 exist in the District in accordance with Section 66.1105(4) (gm)4. a.-b. of the Wisconsin
3 Statutes.

4 **WHEREAS**, West Allis has determined that the Project and the City Investment (defined
5 below) related to the Project serve a public purpose by eliminating blighted conditions and
6 encouraging residential development within the City, enhancing the City's tax base, promoting
7 employment opportunities, inducing appropriate development of the Property, and
8 encouraging redevelopment of nearby parcels; and,

9 **WHEREAS** Developers would not undertake the Project without the availability of tax
10 increment financing as provided in this Agreement; and

11 **NOW, THEREFORE**, the Parties, in consideration of the terms, mutual obligations and
12 conditions contained in this Agreement and for other good and valuable consideration, the receipt
13 and sufficiency of which are hereby acknowledged, agree as follows:

14 **1. Developer Investment, Equity and Financing.** On or prior to Closing, Developer will
15 demonstrate to the City that in connection with the Project: (i) Developer has obtained
16 approximately \$5.733 million in a combination of (a) debt financing from a private lending
17 institution (the "Debt Financing") and (b) private equity ("Equity"). Developer shall have the
18 right to adjust the projected amounts of Debt Financing and Equity provided that Developer
19 shall, in the aggregate, have obtained sufficient Debt Financing and Equity that, together with
20 the public funding and financing assistance described in this Agreement, is sufficient to
21 complete development of the Project. Developer and/or its affiliates shall provide any and
22 all guaranties required to obtain the necessary Debt Financing provided any and all such

1 guaranties are on commercially reasonable terms and conditions and consistent with
2 Developer's and its affiliates' standard practices.
3

4 **2. Tax Increment Financing.** Pursuant to the Wisconsin Tax Increment Law, Wis. Stats.
5 §66.1105 *et seq.*, the Common Council of the City of West Allis created by resolution Tax
6 Incremental District Number 20, City of West Allis, as of July 10, 2024 (the "District") and
7 approved the project plan (the "Project Plan") for the District (hereby incorporated by
8 reference as **Exhibit II – Tax Incremental District Number 20**). The Property is within the
9 boundaries of the District and the transaction contemplated by Purchase and Sale
10 Agreement, the Development Agreement and this Agreement is essential to the viability of
11 the District.

12 a. The Project to be developed by the Developer benefits the surrounding
13 neighborhood and West Allis (i.e. the City and the Authority) as a whole. West Allis
14 has determined that the Project is consistent with Project Plan and the City's 2040
15 Master Plan as of May 29, 2024.

16 b. West Allis desires to encourage economic development, expand the tax
17 base, and create new jobs within the area, all in furtherance of and in compliance
18 with the TID Project Plan and the Master Plan. West Allis finds that the Project and
19 this Agreement are in the vital and best interests of West Allis and its residents and
20 serve a public purpose in accordance with state and local law.

21 c. The Project would not occur without the financial participation of West Allis
22 as provided herein.

23 d. The City has created a Tax Incremental Financing District to facilitate the
24 actions and financings described in this Agreement. The City shall include the

1 Project in the TID. Property taxes paid on properties located within TID in excess of
2 those paid on the base valuation are referred to as "Tax Increments."

3 **3. TID Law.** All terms that are capitalized but not defined in this Agreement and that are
4 defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax
5 Increment Law in Section 66.1105 of Wisconsin Statutes.

6 **4. Financial Assistance.** West Allis hereby agrees to provide to the Developer for the
7 Project the following financial incentives and financial assistance:

8 a. Property Conveyance. The City owns the Project area and hereby agrees to
9 convey the Property to the Developer or its affiliate for \$1 in accordance with the terms of the
10 Purchase and Sale Agreement.

11 b. Developer Municipal Revenue Obligation. West Allis will provide to the
12 Developer with an estimated amount of \$1,665,533 of "Pay Go" TIF payments (referred to as
13 "D-MRO") benefits to the Developer based on the estimates provided in **Exhibit III – TIF**
14 **Model of the Development Financing Agreement.** The amount of each annual payment
15 will vary based upon the Projects increment paid. Estimated payments are provided on the
16 Exhibit C and were prepared and modeled by the City's TIF consultant Ehlers and hereby
17 attached. The Annual Payment will be made based upon the actual Tax Increment received
18 by West Allis but can be greater than or less than the amount shown in Exhibit C.
19 Adjustments to the amount paid in any year of the D-MRO Schedule shall not amend or
20 modify the maximum total amount of D-MRO, estimated at \$1,665,533. At the closing on
21 the sale of the Property to the Developer (the "Closing"), at the Developer's request, West
22 Allis will issue an estimated payment schedule to evidence the D-MRO (the D-MRO
23 Estimated Schedule"), as attached and incorporated herein as **Exhibit IV- TID #20-6400**
24 **Block Cash Flow Projection** and D-MRO Schedule), to effect a total of disbursement in the

1 estimated amount of \$1,665,533 over the 20-years following the Closing based on the final
2 D-MRO Schedule. TIF #20 will be available up to the 27-year statutory limit of the TIF to allow
3 the payments of the D-MRO during the 27-year statutory time limit. This Agreement shall
4 evidence the obligation of West Allis to make D-MRO payments to the Developer in
5 accordance with the final –D-MRO Estimated Schedule. The sole source of the repayment
6 for the D-MRO will be the Tax Increments from the Project. Installments of the D-MRO shall
7 commence on October 1 in the first year that the Project generates Tax Increment and will be
8 due and payable on each October 1 thereafter.

9 c. Environmental Assistance. West Allis will utilize funds from an EPA
10 Assessment grant to assist with additional environmental costs on City owned land. Other
11 environmental costs will need to be addressed utilizing TIF Funds or charged to the TIF.
12

13 **5. Takeout Refinancing.** If the Developer anticipates a Takeout Refinancing (as
14 hereinafter defined) of Debt Financing within twelve (12) months following Project Stabilization (as
15 hereinafter defined). If sufficient Takeout Proceeds (as hereinafter defined) are available,
16 Developer may make a payment to the Authority out of the Takeout Proceeds within fifteen (15)
17 months following Project Stabilization (the “Takeout payment in a multiple of \$50,000).

18 a. Percentage. The West Allis participation through the TIF shall be reduced by one (1%)
19 for every \$50,000 achieved or paid through Takeout Refinancing.

20 b. Definition of Takeout Refinancing. As used herein, “Takeout Proceeds” shall mean
21 proceeds available to Developer from the Takeout Refinancing less: (i) payment of all closing costs
22 in connection with the Takeout Refinancing, (ii) payment of all sums required to satisfy existing
23 mortgages on the Property, (iv) establishment of reasonable reserves, including, without limitation,

any reserves required by the Takeout Lender (as defined below); and (vi) payment of all sums required to pay the current year and any and all accrued preferred returns to investors in the Project, under the Project's limited liability company agreement.

c. Underwriting Criteria for Takeout Refinancing. The Parties acknowledge and agree that the total loan amount for the Takeout Refinancing will be subject to Developer's sole discretion and subject to Developer's then-current underwriting criteria.

6. Application of Tax Increments. The West Allis annual budget, as prepared by staff and as submitted to City's Common Council for approval, will include payments on the D-MRO to be made in such budget year, and that its staff will request the necessary appropriation from the Common Council for the portion amount of the Tax Increments of the Property minus administrative fees, to be generated that year, will advise the Common Council of any effect on City's credit rating of any failure to appropriate sufficient funds toward payment of D-MRO, and will exhaust all available administrative reviews and appeals in the event that that portion of the budget is not approved.

Increments shall be applied as follows:

a. Payment of any outstanding City administration fees for certain expenses in connection with the administration of the TIF #20 and administration of the D-MRO as outlined in the **Exhibit II**.

b. Payment of annual payment of the D-MRO as set forth in **Exhibit IV** attached hereto.

1 c. The Tax Increments shall be calculated based on the tax incremental base value
2 and the actual value increment for the Property, as determined annually by the Wisconsin
3 Department of Revenue for each tax year.

4 Any amounts due in any year for the City TID Administration Fee and the D-MRO but not
5 paid from Takeout Proceeds shall carry over until paid or waived upon closure of TID #20. The City
6 TID Administration Fee and D-MRO shall carry over without interest.

7 **7. Developer Completion Guaranty.** Developer shall provide West Allis with a Guaranty of
8 Completion for the Project. "Completion" shall be defined as the issuance of the Certificate of
9 Completion (as defined in the Development Agreement). Upon Completion, the Guaranty of
10 Completion shall be released in its entirety.

11 **8. Savings Agreement.** West Allis and the Developer have agreed on a final Project Budget
12 for the Project substantially in the form attached as **Exhibit I** (the "Project Budget"). West Allis will
13 be engaging, at its expense, a construction cost consultant to review the Project Budget and to
14 monitor final costs. West Allis agrees in good faith to consider using the same construction cost
15 consultant as is being used by the Developer's Lender in connection with the Project. The
16 Developer agrees to cooperate with the consultant and provide such information as the consultant
17 may request to satisfy this section.

18 a. Cost Savings Definition. "Cost Savings" shall mean the difference, if any,
19 between (i) total disbursements by or on behalf of the Developer, its affiliates, or their
20 assignees in connection with the Project and (ii) the Project Budget. Amounts remaining
21 unspent in any category within the Project Budget may be used to offset cost overruns in
22 any other category of the Project Budget.

1 b. Application of Cost Savings. Upon Project Stabilization (defined below),
2 Cost Savings shall be applied in the following priority:

3 i. The Developer shall fund into an account (the "Capital Reserve Account")
4 an amount equal to \$40,769.00 to pay for replacement costs, capital improvements
5 and non-routine operating expenses associated with the Project, including without
6 limitation, construction defects and failures to the extent not covered by applicable
7 warranties, and deductibles on insurance claims without the prior consent of the
8 West Allis; then

9 ii. Any remaining Costs Savings after item (i) above ("Net Savings") shall be
10 paid 50% to the West Allis and 50% to the Developer. West Allis shall deposit any
11 Net Savings it receives into the TID.

12 c. Capital Reserve Account. Developer and West Allis hereby acknowledge
13 and agree that Developer shall have the right to withdraw funds from the Capital
14 Reserve Account during the two-year period commencing at Project Stabilization
15 (the "Reserve Period") to pay for replacement costs, and non-routine operating
16 expenses, including without limitation, construction defects and failures to the
17 extent not covered by applicable warranties, and deductibles on insurance claims
18 without the prior consent of West Allis. Upon the expiration of the Reserve Period,
19 any funds remaining in the Capital Reserve Account shall be distributed 50% to
20 West Allis and 50% to the Developer. The West Allis shall deposit any such
21 distribution it receives into the TID.

1 d. Calculation of Net Savings. Final determination of Net Savings shall be
2 made by West Allis's construction cost consultant, in good faith and acting
3 reasonably, subject to the reasonable review and approval of Developer. The
4 calculation of the actual cost of the Project and therefore the determination of Net
5 Savings will conform to the disbursement records of the Developer's construction
6 lender and First American Title Insurance Company. Within 60 days following
7 Project Stabilization, Developer shall provide West Allis and its construction cost
8 consultant with a detailed description of the actual costs of the Project in a manner
9 and format consistent with the original Project Budget. West Allis or its consultant
10 may request any additional support or verification as may be reasonably needed,
11 including invoices and other proof of payments to compare the final cost to the
12 original Project Budget.

13 **9. Project Stabilization Definition.** "Project Stabilization" shall mean the earlier of
14 (a) the date upon which the Project has achieved and maintained 95% physical occupancy of
15 apartments available for rent (i.e., excluding from total apartment count, models and units
16 occupied for marketing and management purposes) continuously over any ninety (90) day period or
17 (b) the fifth (5th) anniversary of the date of Closing. Notwithstanding the foregoing, Developer may
18 make a distribution of all or any percentage of Net Savings payable to West Allis prior to achieving
19 95% physical occupancy if necessary or desirable to comply with any applicable loan covenants
20 and obligations in effect in connection with any Debt Financing.

21 **10. Profit Participation.**

22 a. Profit Participation Triggers. In further consideration of the participation by
23 West Allis in this Agreement, and as more particularly provided below, upon the occurrence

1 (during the time in which TID #20 remains open) of: 1) a sale by Developer or its affiliate of
2 the Project or the conveyance of greater than a majority and controlling interest in
3 Developer or its affiliate then owning the Project to any third-party unrelated to Developer (a
4 “Sale”); or 2) a Cash Out Refinancing (as defined below) of the Project (each a “Trigger
5 Event”), West Allis shall be entitled to a one-time Profit Participation as hereinafter
6 provided.

7 b. Profit Participation and Definition. If Net Proceeds (as hereinafter defined)
8 result from a Sale or Cash Out Refinancing, and provided further that the conditions
9 outlined below are satisfied in the event of such Sale or Cash Out Refinancing, in sufficient
10 amounts to result in the total Investor Equity (as hereinafter defined) realizing an Unlevered
11 Internal Rate of Return, to be determined based on the methodology reflected in the
12 example calculation attached hereto as **Exhibit V** and in accordance with standard industry
13 practice (“UIRR”) in excess of 7%, the excess Net Proceeds shall be paid to West Allis (the
14 “Profit Participation”). There shall be no Profit Participation if the Unlevered IRR realized on
15 Investor Equity is less than 7%. West Allis shall deposit any Profit Participation it receives
16 into the TID.

17 c. Definition of Investor Equity. As used herein, “Investor Equity” shall mean
18 the cash invested into the Project by investor members including the Developer.

19 d. Definition of Cash Out Refinancing. “Cash Out Refinancing” mean
20 refinancing of the Project that generates sufficient cash to directly result in a cash
21 distribution to the Developer that results in the members receiving a return of all their
22 capital and the preferred returns and distributions earned through the date of such event,
23 and the Developer receiving a return of all its capital and preferred returns. As necessary,

1 the amount of Net Proceeds for purposes of calculating the UIRR from partial cash out
2 financings, where cash is distributed to the members but in insufficient amounts to return
3 all of such capital and returns, and partial Sale events after which Developer retains a
4 continued ownership interest in the Project, will be accumulated for purposes of
5 establishing the total amount of Net Proceeds for purposes of calculating the UIRR and will
6 not be paid until the total amount of the Net Proceeds can be calculated. Unless otherwise
7 agreed to by the Developer and West Allis, the Profit Participation shall be paid in one lump
8 sum pursuant to the terms and provisions herein and as more particularly set forth below.

9 e. Definition of Net Proceeds. "Net Proceeds" is herein defined to mean the
10 gross sale or refinancing proceeds, less:

11 i. Costs of the sale and customary costs of closing or the costs of
12 refinancing, such as title insurance, closing fees, brokers' fees, lenders' fees and
13 points, taxes, recording fees, transfer fees, expense prorations, accounting
14 expenses and attorneys' fees;

15 ii. Amounts due lender(s) under the notes and financing agreements
16 for the Project (including any working capital loans or other advances of funds made
17 by Developer or any of its members or affiliates for the Project);

18 iii. Investor Equity, including any accrued and unpaid preferred return
19 thereon; and

20 f. Timing of Payment. Upon the occurrence of a Trigger Event that requires the
21 Developer to pay the Profit Participation, the Developer shall have up to ninety (90) days after
22 the determination of the amount of the Profit Participation to make such payments. Any
23 determination shall be made utilizing a final closing statement from such Trigger Event.

1 g. West Allis Ongoing Obligations. If a Sale occurs before closure of TID #20,
2 West Allis agrees to (i) continue to make the scheduled payments of the D-MRO (to the
3 extent not already fully disbursed), to disburse payments either to the Developer, or at
4 Developer's option, to the purchaser of the Project or to the purchaser of the controlling
5 interest in Developer or to the then owner of the Project (to the extent not already fully
6 disbursed), and (ii) to continue administering and operating TID #20 in accordance with this
7 Agreement.

8 **11. Conditions to the Parties' Obligations.** The parties' obligations to complete their
9 respective obligations are conditioned on the following being satisfied:

10 a. Zoning & Design Review. The City shall have approved any and all licenses,
11 permits and approvals required for the construction of the Project.

12 b. Evidence of Financing. Evidence that the Developer has secured sufficient
13 financing commitments to enable the Project to proceed.

14 c. Legal Agreements. The Purchase and Sale Agreement, the Development
15 Agreement and this Agreement have been executed and delivered by the applicable parties
16 thereto and all of the conditions to the closing on the Property and the development of the
17 Project have been satisfied or waived by the party benefiting therefrom (collectively, the
18 "Legal Agreements").

19 d. City Financing Approvals. The City shall have approved and shall have taken
20 all actions necessary on the part of the municipality, to properly authorize the above-
21 contemplated actions, investments, contracts and findings, including issuance of the D-
22 MRO and the Legal Agreements.

1 **12. Prevailing Wage Not Required.** City is not aware of any obligations on the part of
2 the Developer arising out of any obligation of or to West Allis that would require Developer
3 to enforce, impose or apply any prevailing wage requirements or any other wage or labor
4 affiliation restrictions on its contractors in connection with any aspect of the Project. City
5 is not aware of any requirement that municipal bidding procedures be utilized to select a
6 contractor for any of the contemplated work.

7 **13. PILOT and Shortfall Agreement.**

8 a. PILOT. Ownership of the Property, or any part thereof, by any person,
9 partnership, corporation, or entity, which in any manner renders any part of the Property
10 exempt from property taxation during the life of TID #20 shall result in a payment in lieu of
11 taxes from the owner of that portion of the Property that is so exempt to the City each year
12 in an amount equal to the amount of taxes that would be due and owing on that portion of
13 the Property if that portion was not tax exempt (the "PILOT Payment"). The PILOT Payment
14 shall be calculated based on the value of the Property for the applicable tax year
15 determined by the City's Assessor's office multiplied by the City's property tax rate for the
16 applicable tax year. Such payment shall be due, payable and collected in the same manner
17 as property taxes, to the extent permitted by law. The Developer, its successors, and
18 assigns as the owners or occupants of the Property waive the right to contest the validity of
19 this provision. This Section shall automatically terminate upon the termination of TID #20.

20 b. Tax Contest. In consideration of West Allis providing the financial
21 assistance outlined in Section 4 of this Agreement, Developer, its successors, assigns, or
22 affiliates, agree to not challenge any property tax assessment levied against the Project
23 prior to the termination of TID #20 except that any or all of them may contest any such

1 property tax assessment but only in good faith and only if and to the extent any such
2 property tax assessment is in excess of the anticipated minimum assessed value of the
3 Property in the same particular tax year as set forth in Exhibit II.

4 c. Change in Method of Taxation. To the extent in compliance with applicable
5 law, if any tax, assessment or like charge is imposed on or assessed against the Project or
6 the use and operations thereof or income therefrom, as an alternative to, a replacement of,
7 or as supplemental to, any or all of the property taxes that are intended by the parties
8 hereto to constitute the Tax Increments, or increment or like revenues under the tax
9 increment law or any equivalent, then such taxes, assessments, and charges shall be
10 deemed to be Tax Increments hereunder and shall be disbursed as set forth in this
11 Agreement. Notwithstanding the foregoing, special assessments and special charges
12 levied by the City for permitted purposes, such as to pay for improvements and services,
13 shall not be included as Tax Increments.

14 **14. ASSIGNMENT OF AGREEMENT.** This Agreement and all rights and obligations
15 therein, including but not limited to the indemnification's provisions thereunder, may be assigned
16 in whole or in part by the Developer to an affiliated entity upon notice to West Allis. However, upon
17 notice to West Allis, Developers may assign this Agreement to an affiliated entity or to its lender in
18 connection with a mortgage on the Property, subject to all terms and conditions of this Agreement.
19 This Agreement may also be collaterally assigned in whole or in part by the Developer to any lender
20 or lenders holding a mortgage on all or any part of the Property. No such lender shall have any
21 liability hereunder unless said lender elects to effectuate such assignment and exercise the
22 Developer's rights hereunder. Upon any such assignment, references to Developer contained in
23 this Agreement shall refer to the assignee, unless the assignment expressly provides otherwise, it
24 being understood, for example, that Developer or any assignee of Developer may elect to retain the

benefits of the D-MRO and is not required to assign the D-MRO to the owner of the Property; provided, however, that the obligations of Section 11 and 13 shall be binding on Developer and its successors and assigns.

15. No Partnership or Venture. The Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between West Allis and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project. No elected official, member, officer, or employee of West Allis during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

16. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To Authority: City of West Allis and Community Development Authority of the City
of West Allis
Economic Development Executive Director
West Allis City Hall
7525 W. Greenfield Avenue
West Allis, WI 53214

To the City: City of West Allis
Office of the City Attorney
7525 W. Greenfield Avenue
West Allis, WI 53214
Attention: City Attorney

To Developer: JJ3H LLC
P.O. Box 1798
Milwaukee, WI 53201
Attn. Jeffrey J. Hook
Email: jhook@JJH3group.com

With a copy to: Peter J. Faust, Attorney at Law
O'Neil, Cannon, Hollman, DeJong and Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202
Attn: Peter J. Faust

17. REPRESENTATIONS AND WARRANTIES OF DEVELOPERS.

The provisions of Section 22.B. of the Purchase Agreement are incorporated herein.

18. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement first set forth above and shall continue until, unless sooner terminated in accordance with this Agreement, until the termination by the City of Tax Incremental District Number 20 in accordance with this Agreement and pursuant to § 66.1105(7), Wis. Stats., as amended.

19. DEFAULT. The provisions of Section 42 of the Purchase and Sale Agreement are incorporated herein.

20. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of Developers; however, this provision shall not constitute an authorization for Developers to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement.

1 **21. Further Assurances.** Following the Closing, each of the Parties will take such
2 further actions and execute and deliver such additional documents and instruments as may be
3 reasonably requested by any other Party in order to perfect and complete the financing of the
4 Project as described herein as well as any other transactions specifically contemplated herein.

5 **22. Waiver of Terms.** Except as otherwise provided herein, any of the terms or
6 conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit
7 thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions.
8 The waiver of any term or condition shall not be construed as a waiver of any other term or
9 condition of this Agreement.

10 **23. Amendment of Agreement.** This Agreement may be amended, supplemented, or
11 modified at any time, but only by a written instrument duly executed by West Allis and the
12 Developer.

13 **24. Governing Law and Venue.** This Agreement shall, in all respects whether as to
14 validity, construction, capacity, performance, or otherwise, be governed by the laws of the
15 State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be
16 commenced and maintained only in a court of competent jurisdiction in the state or federal courts

1 located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the
2 exclusive jurisdiction of such courts.

3 **25. Execution in Counterparts.** This Agreement may be executed simultaneously in
4 one or more counterparts, each of which shall be deemed an original Agreement, but all of which
5 together shall constitute one and the same instrument.

6 **26. Titles and Headings.** Titles and headings to sections or subsections are for
7 purposes of references only and shall in no way limit, define, or otherwise affect the provisions
8 herein.

9 **27. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed
10 hereto, constitute the entire agreement and supersede all other prior agreements and
11 understandings, both written and oral, by the Parties or any of them, with respect to the subject
12 matter hereof.

13 **28. Interpretation.** Unless the context requires otherwise, all words used in this
14 Agreement in the singular number shall extend to and include the plural, all words in the plural
15 number shall extend to and include the singular, and all words in any gender shall extend to and
16 include all genders.

17 **29. Construction.** The West Allis and the Developer acknowledge that each party and
18 its counsel have reviewed and revised this Agreement and that the normal rule of construction to

1 the effect that any ambiguities are to be resolved against the drafting party shall not be employed in
2 the interpretation of this Agreement or any amendments or exhibits hereto.

3 **30. Severability.** If any term or provision of this Agreement is determined to be invalid,
4 illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and
5 provisions of this Agreement shall nevertheless remain in full force and effect.

6 **31. Survive the Closing.** The agreements, covenants, warranties and representations
7 contained herein shall survive the Closing of the transaction contemplated herein.

8 **32. Binding Effect.** The terms and conditions of this Agreement shall be binding upon
9 and benefit the Parties and their respective successors and assigns.

10 **33. Good Faith.** The Parties covenant and agree to act in good faith in the performance
11 and enforcement of the provisions of this Agreement.

12 **34. MISCELLANEOUS.**

13 a. **Mutual Assistance.** West Allis and Developers shall do all things reasonably
14 necessary or appropriate to carry out the terms, provisions and obligations of this
15 Agreement and to aid and assist each other in carrying out this Agreement, including,
16 without limitation, the giving of notices, the holding of public hearings, the enactment by
17 City of resolutions and ordinances, and the execution and delivery of documents,
18 instruments, petitions and certifications. West Allis and Developers shall cooperate fully
19 with each other in seeking from any or all appropriate governmental bodies (whether
20 federal, state, county or local) any approvals and permits that are reasonably necessary or
21 desirable.

1 b. Captions. The captions in this Agreement are inserted only as matters of
2 convenience and for reference and in no way define or limit the scope or intent of the
3 various provisions, terms or conditions hereof.

4 c. Third-Party Beneficiaries. This Agreement creates rights and obligations only
5 for the Parties hereto and their permitted successors and assigns, except as stipulated in
6 this Agreement.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREED TO BY AND BETWEEN the Developer, the Authority, and the City on the date first set forth above.

**Community Development Authority of the City of
West Allis**

By: _____

Patrick M. Schloss, Executive Director

Dated: _____

CITY OF WEST ALLIS

By: _____

Dan Devine, Mayor

Dated: _____

By: _____

Rebecca Grill, City Administrator and City Clerk

Dated: _____

JH3 LLC

By: JH3 LLC, its Manager

By: _____

Jeffrey Hook, Owner and Manager

Dated: _____

DRAFT

EXHIBIT I

TO

DEVELOPMENT FINANCING AGREEMENT

Project Costs

Plan Approval			
Site fees			
Environmental Reclamation			
Construction labor costs			
Construction contingency			
Architectural			
Professional fees			
Testing and Surveying			
Insurance and Taxes			
Title and Abstracts			
Development contingency			
Total			

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EXHIBIT II
TO
DEVELOPMENT FINANCING AGREEMENT

Project Plan

The Project Plan for Tax Incremental District Number 20 is on file in the office of the City Clerk and is incorporated herein by reference.

EXHIBIT III

Development Finance Agreement TIF #20 Cash Flow

City of West Allis, Wisconsin									
Tax Increment District No. 20									
Tax Increment Projection Worksheet									
Type of District	Blighted Area		Base Value		0				
District Creation Date	January 1, 2024		Economic Change Factor		1.00%				
Valuation Date	Jan 1,	2024	Apply to Base Value						
Max Life (Years)	27		Base Tax Rate		\$ 20.10				
Expenditure Period/Termination	22	1/1/2046	Rate Adjustment Factor		0.00%				
Revenue Periods/Final Year	27	2052							
Extension Eligibility/Years	Yes	3							
Eligible Recipient District	Yes								
Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment		
1 2024	0	2025	0	0	2026	\$20.10	0		
2 2025	7,454,200	2026	0	7,454,200	2027	\$20.10	149,801		
3 2026	0	2027	74,542	7,528,742	2028	\$20.10	151,299		
4 2027	0	2028	75,287	7,604,029	2029	\$20.10	152,812		
5 2028	0	2029	76,040	7,680,070	2030	\$20.10	154,340		
6 2029	0	2030	76,801	7,756,870	2031	\$20.10	155,883		
7 2030	0	2031	77,569	7,834,439	2032	\$20.10	157,442		
8 2031	0	2032	78,344	7,912,784	2033	\$20.10	159,016		
9 2032	0	2033	79,128	7,991,911	2034	\$20.10	160,607		
10 2033	0	2034	79,919	8,071,830	2035	\$20.10	162,213		
11 2034	0	2035	80,718	8,152,549	2036	\$20.10	163,835		
12 2035	0	2036	81,525	8,234,074	2037	\$20.10	165,473		
13 2036	0	2037	82,341	8,316,415	2038	\$20.10	167,128		
14 2037	0	2038	83,164	8,399,579	2039	\$20.10	168,799		
15 2038	0	2039	83,996	8,483,575	2040	\$20.10	170,487		
16 2039	0	2040	84,836	8,568,411	2041	\$20.10	172,192		
17 2040	0	2041	85,684	8,654,095	2042	\$20.10	173,914		
18 2041	0	2042	86,541	8,740,636	2043	\$20.10	175,653		
19 2042	0	2043	87,406	8,828,042	2044	\$20.10	177,410		
20 2043	0	2044	88,280	8,916,323	2045	\$20.10	179,184		
21 2044	0	2045	89,163	9,005,486	2046	\$20.10	180,976		
22 2045	0	2046	90,055	9,095,541	2047	\$20.10	182,785		
23 2046	0	2047	90,955	9,186,496	2048	\$20.10	184,613		
24 2047	0	2048	91,865	9,278,361	2049	\$20.10	186,459		
25 2048	0	2049	92,784	9,371,145	2050	\$20.10	188,324		
26 2049	0	2050	93,711	9,464,856	2051	\$20.10	190,207		
27 2050	0	2051	94,649	9,559,505	2052	\$20.10	192,109		
Totals	7,454,200		2,105,305		Future Value of Increment		4,422,961		

Notes:
¹ Tax rate shown is actual 2023/2024 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

City of West Allis, Wisconsin

Tax Increment District No. 20

Cash Flow Projection

Year	Projected Revenues			Projected Expenditures			Balances			Year
	Tax Increments	Interest Earnings	Total Revenues	Municipal Revenue Obligation (PAYGO)	Ongoing Planning & Admin.	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2024			0		45,000	45,000	(45,000)	(45,000)	0	2024
2025			0	0	25,000	25,000	(25,000)	(70,000)	0	2025
2026	0		0	0	25,000	25,000	(25,000)	(95,000)	4,057,961	2026
2027	149,801		149,801	42,301	12,500	54,801	95,000	0	4,015,660	2027
2028	151,299		151,299	138,799	12,500	151,299	0	0	3,876,862	2028
2029	152,812		152,812	140,312	12,500	152,812	0	0	3,736,550	2029
2030	154,340		154,340	141,840	12,500	154,340	0	0	3,594,710	2030
2031	155,883		155,883	143,383	12,500	155,883	0	0	3,451,327	2031
2032	157,442		157,442	144,942	12,500	157,442	0	0	3,306,385	2032
2033	159,016		159,016	146,516	12,500	159,016	0	0	3,159,868	2033
2034	160,607		160,607	148,107	12,500	160,607	0	0	3,011,762	2034
2035	162,213		162,213	149,713	12,500	162,213	0	0	2,862,049	2035
2036	163,835		163,835	151,335	12,500	163,835	0	0	2,710,714	2036
2037	165,473		165,473	152,973	12,500	165,473	0	0	2,557,741	2037
2038	167,128		167,128	154,628	12,500	167,128	0	0	2,403,113	2038
2039	168,799		168,799	156,299	12,500	168,799	0	0	2,246,814	2039
2040	170,487		170,487	157,987	12,500	170,487	0	0	2,088,826	2040
2041	172,192		172,192	159,692	12,500	172,192	0	0	1,929,134	2041
2042	173,914		173,914	161,414	12,500	173,914	0	0	1,767,720	2042
2043	175,653		175,653	163,153	12,500	175,653	0	0	1,604,567	2043
2044	177,410		177,410	164,910	12,500	177,410	0	0	1,439,658	2044
2045	179,184		179,184	166,684	12,500	179,184	0	0	1,272,974	2045
2046	180,976		180,976	168,476	12,500	180,976	0	0	1,104,498	2046
2047	182,785		182,785	180,285	2,500	182,785	0	0	924,213	2047
2048	184,613		184,613	182,113	2,500	184,613	0	0	742,100	2048
2049	186,459		186,459	183,959	2,500	186,459	0	0	558,140	2049
2050	188,324		188,324	185,824	2,500	188,324	0	0	372,316	2050
2051	190,207		190,207	187,707	2,500	190,207	0	0	184,609	2051
2052	192,109		192,109	184,609	7,500	192,109	0	0	0	2052
Totals	4,422,961	0	4,422,961	4,057,961	365,000	4,422,961				Totals
Net Present Value @ 6.5% \$1,592,420										
PROJECTED CLOSURE YEAR										
LEGEND: ----- END OF EXP. PERIOD										

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Exhibit IV

TO

DEVELOPMENT FINANCING AGREEMENT

TAX INCREMENT PROJECT REVENUE BOND

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF MILWAUKEE, CITY OF WEST ALLIS

Date of			
<u>Number</u>	<u>Rate</u>	<u>Original Issue</u>	<u>Amount</u>
			Principal Amount,
R-	[____%]	March 1, 20____	as defined herein

12 FOR VALUE RECEIVED, the City of West Allis, Milwaukee County, Wisconsin (the “City”),
13 promises to pay to JJH3 LLC, or registered assigns, but only in the manner, at the times, from the
14 source of revenue and to the extent hereinafter provided, the Principal Amount (as defined below)
15 together with interest thereon from the date of original issue set forth above, or the most recent

1 payment date to which interest has been paid, to the stated due dates of the principal installments
2 of this Bond, at the rate per annum set forth above.

3 The "Principal Amount" of this Bond shall be a principal amount equal to the actual Project
4 Costs incurred by the Developers (as such terms are defined in the Development Financing
5 Agreement dated as of _____, 2024, between the City of West Allis, the
6 Community Development Authority of the City of West Allis, and JJH3 LLC, a Wisconsin Limited
7 Liability Company (the "Development Financing Agreement")) but not to exceed \$1,665.533 (D-
8 MRO). The Principal Amount shall be determined initially as of the date of issuance of this Bond
9 based on the Project Costs which Developers have contractually committed itself to incur. A final
10 determination of the total Project costs and the Principal Amount of the Bond shall be made upon
11 substantial completion of the Project as provided in the Development Financing Agreement.

12 For each Year (defined below), interest shall accrue on the outstanding Principal Amount of
13 the Bond and the outstanding interest on the Bond determined as of the first day of that Bond Year.
14 The outstanding Principal Amount of the Bond as of any date shall be reduced by the amount of any
15 principal payments previously made on the Bond. For purposes of this Bond, "Bond Year" shall
16 mean the one year period commencing on each _____ 1 and ending on the following
17 _____ 30, except that the first Bond Year shall commence on the effective date of original
18 issue of this Bond and end on _____, ____.

19 Assuming that the Principal Amount of the Bond is equal to the maximum Principal Amount
20 \$1,665,533 this Bond shall be payable in installments of principal due on _____, in each
21 of the years and amounts as follows:

Year

Principal

1 In the event that the total Project Costs incurred by Developers and therefore the final
2 Principal Amount of the Bond is less than \$1,655,000 there shall be a reduction in the principal
3 installments of the Bond beginning with the final maturity and then proceeding to the next
4 preceding maturity until the total of the principal installments on the Bond is equal to the amount
5 of the Project Costs incurred by Developers.

6 Interest shall be payable on _____ 1 in each year, commencing on _____ 1,
7 20__ (the "Bond Payment Dates").

8 This Bond has been issued to finance a project which is a part of City's blight elimination
9 utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621,
10 Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and
11 revenues herein described, which income and revenues have been set aside as a special fund for
12 that purpose and identified as the "Special Redemption Fund." This Bond is issued pursuant to a
13 resolution adopted on _____, _____, by City's Common Council (the "Resolution")
14 and the Development Financing Agreement, and is subject to the terms and conditions of said
15 Resolution and Development Financing Agreement. This Bond does not constitute an
16 indebtedness of City within the meaning of any constitutional or statutory limitation or provision.
17 The principal of and interest on this Bond shall be payable solely in amounts that do not exceed
18 available Tax Increments (as defined in the Development Financing Agreement) received by City
19 with respect to its Tax Incremental District Number 20 (the "Revenues"). Reference is hereby
20 made to the Development Financing Agreement for a more complete statement of the revenues
21 from which and conditions under which this Bond is payable, and the general covenants and
22 provisions pursuant to which this Bond has been issued.

1 Revenues shall be applied first by City for the payment of Administrative Fees for the
2 District, as set forth in the Development Financing Agreement, followed then by the payment of any
3 principal due D-MRO).

4 If on any Bond Payment Date there shall be insufficient Revenues to pay the principal or
5 interest due on this Bond, the amount due but not paid shall accumulate and be payable on the
6 next Bond Payment Date until the final Bond Payment Date. Interest at the rate of [6.55%] per
7 annum shall be paid on such unpaid amounts of principal and interest. The City shall have no
8 obligation to pay any amount of principal or interest on this Bond which remains unpaid after
9 October 1, [2037] and the owner of this Bond shall have no right to receive payment of such
10 amounts.

11 This Bond (a) shall be prepaid on each Bond Payment Date in an amount equal to the
12 amount by which the available Tax Increments collected by City in that Bond Year exceed the
13 amount of principal and interest due on the Bond Payment Date and (b) is subject to prepayment in
14 whole or from time to time in part at any time, at the option of City.

15 Notwithstanding any payment schedule included in this Bond, or any other provision of the
16 Development Financing Agreement or this Bond to the contrary, the amount to be paid by City each
17 year shall be the full amount of the available Tax Increments generated that year; and in each case,
18 the amount (if any) by which the available Tax Increments collected that year exceed the interest
19 due and the principal installment (as stated herein) to be paid that year, shall be regarded as a
20 mandatory prepayment of the principal hereof.

1 City makes no representation or covenant, express or implied that the available Tax
2 Increments or the Revenues will be sufficient to pay, in whole or in part, the amounts which are or
3 may become due and payable hereunder.

4 City's payment obligations hereunder are subject to appropriation by City's Common
5 Council of amounts sufficient to make payments due on this Bond and are conditioned upon
6 Developers not being delinquent in the payment of property taxes with respect to the Property.

7 This Bond is a special, limited revenue obligation and not a general obligation of City and is
8 payable by City only from the source and subject to the qualifications stated or referenced herein.

9 This Bond is not a general obligation of City, and neither the full faith and credit nor the taxing
10 powers of City are pledged to the payment of the principal of this Bond and no property or other
11 asset of City, except the Revenues, are or shall be a source of payment of City's obligations
12 hereunder.

13 This Bond is issued by City pursuant to and in full conformity with the Constitution and laws
14 of the State of Wisconsin.

15

1 This Bond may be transferred or assigned in whole or in part, only with the consent of City
2 on the terms and conditions set forth in the Resolution and the Development Financing Agreement.
3 In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to City
4 either in exchange for a new fully registered bond or for transfer of this Bond on the registration
5 records for the Bond maintained by City. Each permitted transferee or assignee shall take this
6 Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

7 Notwithstanding the foregoing paragraph, upon the request of the holder of the Bond, the
8 holder may assign its rights to payments on the Bond in accordance with the terms and provisions
9 of the Development Financing Agreement, provided, however in no event shall the aggregate
10 amount of the payments made to the holder or its assigns exceed the amount of the available Tax
11 Increment.

12 It is hereby certified and recited that all conditions, things and acts required by law to exist
13 or to be done prior to and in connection with the issuance of this Bond have been done, have
14 existed and have been performed in due form and time.

1 IN WITNESS WHEREOF, the Common Council of the City of West Allis, Milwaukee County,
2 Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting
3 Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original
4 issue specified above.

CITY OF WEST ALLIS

MILWAUKEE COUNTY, WISCONSIN

(SEAL)

By_____

Mayor

By_____

City Clerk

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REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of West Allis, Wisconsin, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of <u>Registration</u>	Name of <u>Registered Owner</u>	Signature of <u>City Clerk</u>
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Exhibit V

TO

DEVELOPMENT FINANCING AGREEMENT

Unlevered Calculation

Need to fill

**CITY OF WEST ALLIS
RESOLUTION R-2024-0368**

**RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN
LAND BY LABEL, LLC, COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS AND THE CITY OF WEST ALLIS FOR THE
MULTIFAMILY DEVELOPMENT FOR THE PROPERTY LOCATED ON THE 4.54
ACRE PARCEL ON THE SOUTHEAST CORNER OF S. 70TH ST. AND W.
WASHINGTON ST., 11** S. 70TH ST., TAX KEY NO. 439-9006-000**

WHEREAS, Land by Label, LLC. (the “Developer”) has an accepted offer to purchase on the on the 4.54 acre parcel on the south east corner of S. 70 St. and W. Washington St., 11** S. 70 St., Tax Key No. 439-9006-000 which is Lot 1 of Certified Survey Map No. 9569, referred to as (the “Property”) for a \$73 million multifamily development; and,

WHEREAS, the Community Development Authority of the City of West Allis adopted Resolution No. 1478, to approve the Development Agreement between Land by Label, LLC, Community Development Authority of the City of West Allis and the City of West Allis as it wishes to encourage economic development, eliminate blight, expand the City’s tax base, and foster job creation for the City of West Allis through the development of the Property; and,

WHEREAS, the Developer plans to build a 5-story, 246-unit multi-family market rate apartment building, referred to as (the “Project”); and,

WHEREAS, the project will include a TIF grant from Tax Increment District #7 as part of a ½ mile contribution, approved by the Joint Review Board on June 4, 2024 and the Community Development Authority of The City of West Allis on June 18, 2024;

WHEREAS, the project will also include Pay as you go financial assistance for up to 20 years thru a Municipal Revenue Obligation within the Development Agreement that will be run thru Tax Increment District #16, the Allis Yards TIF;

WHEREAS, the Property is the located on a portion of the former Allis Chalmers Manufacturing Site and there is environmental contamination in the soils and the City plans to assist with the environmental remediation thru an Environmental Protection Agency Loan as well as a Department of Natural Resources Ready for Reuse Loan, and;

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

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis hereby authorizes a Development Agreement between the City of West Allis, the Community Development Authority of the City of West Allis, the City of West Allis and Land by Label, LLC and/or its assigns, for development of for the property located on the southeast

corner of S. 70 St. and W. Washington St., 11** S. 70 St., Tax Key No. 439-9006-000, Lot 1 of Certified Survey Map No. 9569.

BE IT FURTHER RESOLVED that the Economic Development Executive Director or his designee, is hereby authorized and directed to enter into a Development Agreement between the City of West Allis, the Community Development Authority of the City of West Allis, the City of West Allis and Land by Label, LLC and/or its assigns and take any and all other actions on behalf of the City of West Allis which they deem necessary or desirable in connection with the Development Agreement including, without limitation, negotiating, executing, delivering, and performing obligations in connection with the Loan.

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 any and all Development Agreement related documents between the Community Development Authority of the City of West Allis and the City of West Allis, and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

SECTION 1: **ADOPTION** “R-2024-0368” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0368(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**DEVELOPMENT AGREEMENT
(6400 Block of W. Greenfield Ave)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), made and entered into as of the ____ day of _____, 2024, by and between the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (“Authority”), the City of West Allis, a municipal corporation (“City”), (Authority and City are collectively, “West Allis”) and LxL Allis Yards, LLC, a Wisconsin limited liability company, and its successors and/or assigns (“Developer”). The Authority, the City, and Developer are each referred to herein as a party or together as the “Parties.”

WHEREAS, the Developer has an approved offer to purchase certain property located within Tax Increment District #16, outlined in Lot 1 of Certified Survey Map 9569 (the “CSM”) described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the Property is subject to an existing development agreement originally executed on March 21, 2019, between Cobalt Development and West Allis; and

WHEREAS, the provisions of the preceding development agreement between West Allis and Cobalt Development will continue to remain in place, except for the Fifth Amendment to the Development Agreement which places a priority on the Municipal Revenue Obligation, to have the payment back to the Developer, LxL, Allis Yards, LLC., to only fall behind the Administrative Costs projected annually and above all other potential expenditures for the TIF #16 District.

WHEREAS, the Developer intends to construct a five-story, 247-unit, multi-family residential building with approximately 294 underground parking spaces and approximately 69 surface parking spaces (the “Project”), generally consistent with the preliminary site plan and rendering, attached hereto as **Exhibit B** (the “Project Plans”); and.

WHEREAS, West Allis agrees that the Project Plans are acceptable in all respects, and satisfies, in West Allis’ opinion, the standards set forth in this Development Agreement; and

26 **WHEREAS**, the Project is located within the southeast corner of W. Washington St. and S. 70
27 St. within the S. 70 St. Redevelopment Area, commonly referred to as the Allis Yards Redevelopment;
28 and

29 **WHEREAS**, the Parties have also entered into a Development Financing Agreement (the
30 “Development Financing Agreement”) dated of even date hereof in which West Allis has agreed to
31 provide certain financial incentives and assistance to allow Developer to develop the Project; and

32 **WHEREAS**, the Developer and West Allis desire to set forth in writing the terms and
33 conditions under which Developer has agreed to develop and maintain the Project;

34 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained herein
35 and in the Development Financing Agreement, and for other good and valuable consideration, the
36 receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

37 **1. AUTHORITY’S and CITY’S OBLIGATIONS.** The City and Authority shall have completed the
38 following actions:

39 **A. Approvals.** West Allis shall approve of an amendment to the development
40 agreement between West Allis and Cobalt Development to the extent necessary to
41 allow the Project to move forward.

42 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:

43 **A. Environmental Remediation.** Developer shall be responsible for all costs
44 associated with environmental remediation of the Property as required by the
45 Wisconsin Department of Natural Resources.

46 **B. Construction of Project.** Developer will undertake the following;

47 (1) Developer shall commence construction of the Project no later than the date
48 referred to in **Exhibit C** of this Agreement (the “Project Schedule”) and shall
49 proceed with due diligence to substantial completion and occupancy no later

than the date referred to in the Project Schedule. Failure of Developer to commence or substantially complete construction as required by the Project Schedule, subject to Force Majeure (as defined below), shall constitute a breach of this Agreement; provided, however, such failure shall not constitute a default if Developer is actively and continuously pursuing commencement or substantial completion, as applicable, of construction in good faith and with due diligence.

(2) The Project shall be landscaped in accordance with approved Project Plans.

C. Availability of Funds and Approval for Construction. Prior to the execution of this Agreement, and from time to time thereafter, upon reasonable request of West Allis, but not more than once in a 12-month period, Developer shall provide to West Allis evidence satisfactory to West Allis and their financial and/or construction cost consultants, in West Allis' reasonable discretion, that Developer has available to it the necessary corporate approvals and sufficient funds for the completion of the Project upon the schedule set forth herein. Notwithstanding anything in this Section 2 to the contrary, Developer may deliver such materials to Authority's and the City's financial consultant upon receipt of such consultant's agreement to keep such information confidential, other than with respect to disclosures to West Allis, and the financial consultant will report to West Allis on the contents thereof.

D. Development Finance. In order to advance the Project, West Allis agreed to provide certain economic incentives to support the redevelopment effort that are outlined within **Exhibit E – Development Finance Agreement**.

E. Conveyance. Prior to issuance of an Occupancy Permit for the Project, Developer shall not sell, transfer or convey the Property to anyone other than an Affiliate (as

hereinafter defined), except that Developer may at any time, with or without West Allis' consent: (i) mortgage all or any portion of the Project property as security for the Project's financing (a "Mortgage"); (ii) collaterally assign Developer's interest in this Agreement to Developer's mortgage lender ("Lender") in connection with the Project's financing. For purposes of this Agreement "Affiliate" shall mean an entity controlling, controlled by or in common control with Developer. Nothing herein shall preclude Developer from selling a majority membership interest in the ownership of the Property. Lender shall be permitted to foreclose on the Property without West Allis' consent.

F. Nondiscrimination. Developer shall not restrict the use or enjoyment of the Property or the Project of a person because of race, color, national origin, age, sex or disability in the sale, use or occupancy of the Project.

3. DESIGN AND CONSTRUCTION STANDARDS. The Parties have concluded that the Project will create a quality development that fits the context and vitality of the surrounding neighborhood redevelopment while utilizing contemporary design standards, and that the development is intended to increase the tax base and enhance the neighborhood. Building plans and specifications, including architectural elevations, for the Project, to include construction materials, shall be substantially in conformity with the Project Plans. The construction, design and operation of the Project shall comply in all material respects with the approved Project Plans.

4. UTILITIES AND SITE LIGHTING. All new utility lines on the Property shall be installed underground in easements provided, therefore. No new overhead electric power, telephone or cable service will be permitted. Existing overhead wires may remain in place. Parking and roadway lighting (fixture, height, type and intensity) where provided shall be approved by

West Allis. Area lighting shall not be mounted on the building. Full cut off fixtures shall be utilized to prevent light splay onto surrounding properties.

5. CERTIFICATE OF COMPLETION. Notwithstanding anything in this Agreement to the contrary, construction of the Project in accordance with the final plans and specifications approved by the City's Plan Commission shall conclusively evidence compliance with this Agreement. Following completion of construction of the Project in accordance with such final approved plans and issuance of an occupancy permit by the City of West Allis, at the written request of Developer, West Allis shall execute and deliver to Developer a Certificate of Completion in substantially the form attached hereto as **Exhibit D** confirming that the Project is acceptable to West Allis in all respects and satisfies, in West Allis' opinion, the standards set forth in this Agreement (the "Certificate of Completion"). The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in this Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project, and (b) the required date for completion of the Project; provided, however, that Developer's obligations pursuant to Sections 2.G, 4.B, 12.A, and 12.C shall continue in effect until otherwise satisfied as set forth in this Agreement.

6. MAINTENANCE RESPONSIBILITIES.

A. Developer shall keep the Property and any easement areas on the Property in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (1) The removal of all litter, trash, refuse, and wastes.
- (2) The mowing of all lawn areas should be conducted in accordance with municipal code.

- 122 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
123 attractive condition.
- 124 (4) The care and pruning of trees and shrubbery outside of easements within
125 Property boundaries.
- 126 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
127 working order.
- 128 (6) The keeping of all exterior building surfaces in a clean, well-maintained
129 condition.
- 130 (7) The striping and sealing of parking and driveway areas.
- 131 (8) The removal of unlicensed or inoperable vehicles.
- 132 (9) Snow and ice removal.

133 **B. Maintenance During Construction.** During construction, it shall be the
134 responsibility of Developer to ensure that construction sites on the Property are kept
135 free of unsightly accumulations of rubbish and scrap materials; and that
136 construction material, trailers, and the like are kept in a neat and orderly manner. If
137 any street rights-of-way abutting the Property are damaged as a result of Developer's
138 construction activities, Developer shall repair said damage to edge of pavement.
139 Burning of excess or scrap construction material is prohibited. Construction site
140 erosion control practices shall be implemented to prevent erosion, sedimentation
141 and pollution of air or water during construction in accordance with the Building
142 Permit for erosion control issued by the City's Building Inspection & Neighborhood
143 Services Department on October 25, 2021, as Permit No. 211849. The Developer is
144 responsible for any snow removal, grass cutting, weed removal, and fencing the
145 Property.

146 **C. Storm Water Management and Controls.** Developer shall be responsible for
147 obtaining all necessary stormwater permits for the Project.

148 **7. PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES**

149 **A.** Throughout the life of the District, the Developer will pay (or cause to be paid) all ad
150 valorem property taxes properly assessed against any portion of the Project Site owned
151 by the Developer before such taxes become delinquent. The foregoing shall not prohibit
152 the Developer from contesting, in good faith, the assessed value of any portion of the
153 Project Site.

154 **B.** In the event that any portion of the Project Site becomes exempt from ad valorem taxes
155 during the statutory life of the District, then for the remaining life of the District (the
156 “PILOT Term”), the owner of such exempt portion of the Project Site shall make (or cause
157 to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem
158 property taxes would have been for such portion of the Project Site (as determined by the
159 City assessor, subject to the owner’s right to contest such determination) had it not been
160 exempt. Notice of such assessment shall be given in the same manner and timeframe
161 as if the exempt portion of the Project Site was not exempt. Such payment in lieu of taxes
162 shall be due and payable at the same time and in the same manner as the ad valorem
163 taxes would have been due and payable for such year. If the then-owner fails to make a
164 payment in lieu of taxes when due, the City may, in addition to all other remedies
165 available to it, levy a special assessment against the exempt portion of the Project Site
166 owned by such owner in the amount of the unpaid payments provided any recoveries are
167 limited to the amount then due. Notwithstanding the levying of such special
168 assessment, the payment obligation under this Section 13 shall be the personal

obligation of the then-owner of the exempt portion of the Project Site. The covenant contained in this Section 13 shall be deemed to be a covenant running with the land and shall be binding upon the then-owners of any portion of the Project Site for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce the same against all of the then-owners of an exempt portion of the Project Site. The covenants and obligations set forth in this Article may be embodied in a separate document and recorded against the Property as provided herein.

8. NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) City and (ii) Developer, or any contractor or subcontractor employed by Developer.

9. CONFLICT OF INTEREST

No elected official, member, officer, or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

10. WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the City (as to the City) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such

delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of West Allis
West Allis City Hall
7525 W. Greenfield Avenue
West Allis, WI 53214
Attn: City Clerk

With a copy to: Economic Development
Economic Development Executive Director
7525 W. Greenfield Avenue
West Allis, WI 53214
Attention: Patrick Schloss

With a copy to: City Attorney
7525 W. Greenfield Avenue
West Allis, WI 53214
Attention: Kail Decker

If to the Developer: LXL Allis Yards, LLC
c/o Land by Label, LLC

Attn: Ian Martin

11. DEFAULT PROVISIONS AND REMEDIES.

A. Event of Default. The occurrence of the following conditions shall constitute an “Event of Default” so long as such conditions exist and are continuing:

- (1) Developer fails to perform or satisfy any of its obligations under this Agreement within thirty (30) days following written notice from Authority or the City; provided, however, if the default is not reasonably susceptible of cure within such thirty (30) day period, then Developer shall have such additional period of time to cure the default as long as the Developer is diligently pursuing such cure to completion.

- 227 (2) Developer becomes insolvent or generally does not pay or becomes unable
228 to pay or admits in writing to its inability to pay its debts as they mature.
- 229 (3) Developer makes an assignment for the benefit of creditors or to an agent
230 authorized to liquidate any substantial amount of assets.
- 231 (4) Developer becomes the subject of an “order for relief” within the meaning of
232 the United States Bankruptcy Code or files a petition in bankruptcy, for
233 reorganization or to affect a plan or other arrangement with creditors.
- 234 (5) Developer has a petition or application filed against it in bankruptcy or any
235 similar proceeding or has such a proceeding commenced against it, and such
236 petition, application or proceeding shall remain undismissed for a period of
237 ninety (90) days or Developer files an answer to such petition or application,
238 admitting the material allegations thereof.
- 239 (6) Developer applies to a court for the appointment of a receiver or custodian
240 for any of its assets or properties or has a receiver or custodian appointed for
241 any of its assets or properties, with or without consent, and such receiver
242 shall not be discharged within ninety (90) days after their appointment.
- 243 (7) Developer adopts a plan of complete liquidation of its assets.

244 **B. Failure to Commence or Substantially Complete Construction.** So long as West
245 Allis is in compliance with all of its obligations under this Agreement and the
246 Development Financing Agreement, in the event Developer does not commence
247 construction of the Project pursuant to the Project Schedule, subject to Force
248 Majeure, West Allis may, but shall not be required to, purchase the Property for the
249 price paid to Cobalt Development, as its sole remedy, by giving at least thirty (30)
250 days’ prior written notice to Developer of its intention to repurchase, in which case

West Allis will take title. If commencement of construction of the Project has occurred, but Developer does not substantially complete construction of the Project pursuant to the Project Schedule, subject to Force Majeure, Authority and the City may charge Developer a fee of \$50.00 per day for each day between the date that substantial completion is required pursuant to the Project Schedule and the date that the Project is substantially complete.

(1) The foregoing right to repurchase shall be subject and subordinate to the lien and rights of any Lender providing financing to the Project and shall automatically terminate upon commencement of construction of the Project.

(2) The term “commence construction” or “commencement of construction,” as applicable, as used in this Agreement shall mean the pouring of footings for a building within the Property, provided that if footings are poured prior to Closing, then construction shall be deemed to commence as of Closing. The term “substantial completion” as used in this Agreement shall mean the issuance of an initial occupancy permit for the Project, whether temporary or permanent, subject to punch list items.

9. Limitation on Remedies. Neither party shall be liable to the other for consequential, indirect, incidental or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall be entitled to its costs, including statutory attorney’s fees.

12. DEFINED TERMS. Defined terms contained in the Development Agreement shall, unless a different specific definition is given, be governed by the definitions contained in this Agreement.

13. ENTIRE AGREEMENT. This Agreement, including the schedules and Exhibits annexed hereto, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the development and maintenance of the Project

14. **FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders, pandemics, national epidemics wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required environmental remedial actions, shortage of materials, relocation of utilities, or by other cause not within the control of the Party whose performance was interfered with ("Force Majeure"), and which by the exercise of reasonable diligence such Party is unable to prevent. The time for performance shall be extended by the period of delay occasioned by such Force Majeure.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

**AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY
OF WEST ALLIS**

By: _____

Name:

Title:

Dated: _____

Approved as to form this _____ day
of _____, 2024.

Name: Kail Decker
Title: City Attorney

DEVELOPER: Land by Label, LLC, LxL Allis Yards, LLC

By:_____

By: Ian Martin
Managing Member and Owner

Dated: _____

Development Agreement List of Exhibits

Exhibit A	Property
Exhibit B	Project Plans
Exhibit C	Project Schedule
Exhibit D	Certificate of Completion
Exhibit E	Development Finance Agreement

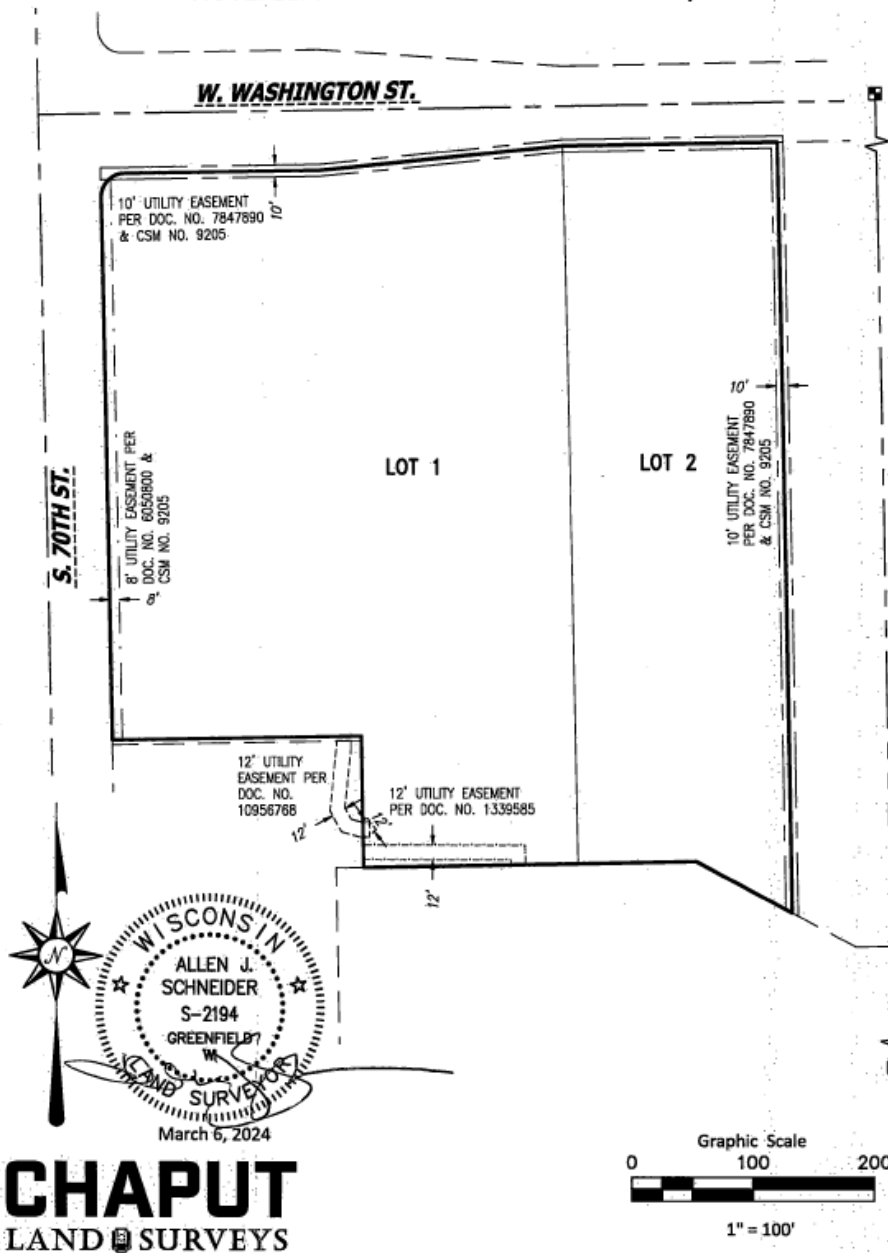
EXHIBIT A

INSERT DETAILED LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO. 9569

A redivision of part of Lot 2 of Certified Survey Map No. 9205, being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

NOTE: Easements shown for reference only.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8058
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider Drawing No. 5073.00-mem
Professional Land Surveyor S-2194 Sheet 2 of 6 Sheets

EXHIBIT B

Project Plans



EXHIBIT B (Cont)



EXHIBIT C**Project Schedule**

Item	Description	Date	Entity
1	Closing	As defined in Development Agreement	DEVELOPER
2	Commence Construction	Within 45 days following Closing	DEVELOPER
3	Project Completion	24 months following the later of (a) Closing and (b) commencement of construction, subject to Force Majeure	DEVELOPER
4	Final Request for Certification of Completion	60 days following construction completion	DEVELOPER

EXHIBIT D

CERTIFICATE OF COMPLETION

LAND BY LABEL COMPLETION GUARANTY

This Guaranty by is made by Land by Label LLC, a Wisconsin Limited Liability Company, (“LXL Allis Yards, LLC”)(“**Guarantor**”) (“**Developer**”), to and for the benefit of the City of West Allis, Wisconsin (the “**City**”) and the Community Development Authority of the City of West Allis (the “**Authority**”). The City and the Authority will be combined parties within this Agreement and hereby called the “West Allis”.

WHEREAS, Pursuant to that certain Development Agreement and Development Finance Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time,(the “**Development Agreement**”) and (the “Development Finance Agreement:”) by the Developer, the City, and the Authority, pursuant to Section 66.1335 of the Wisconsin Statutes , have agreed to make certain financial accommodations available to Developer, on the terms and subject to the conditions set forth in the Development Agreement and Development Financing Agreement; and,

WHEREAS, pursuant to that certain Development Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Agreement**”) by and among the City, Authority, and the Developer, the Developer agreed to certain terms and conditions with respect to the development and maintenance of a multifamily apartment project more particularly described in the Development Agreement (the “**Project**”); and

WHEREAS, West Allis requires, as a condition of entering into the Development Financing Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of Developer to West Allis pursuant to the terms hereof; and,

WHEREAS, LXL will derive substantial benefits from the conduct of the Developer's business and operations; and, by reason of the relationship with the Developer, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of the Developer to obtain the benefits under the Development Financing Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Financing Agreement

2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as follows:

- A. This Guaranty is legal, valid, binding upon and enforceable against such Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor agrees to file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by it to the extent that such taxes shall have become due

and all extensions have expired. The Guarantor has no knowledge of any liabilities as to it, which may be asserted against it upon audit of its federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to West Allis, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor, or any of its properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that West Allis has not made any representations or warranties with respect to, and agrees that West Allis does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Development Financing Agreement or the financial condition of Developer. The Guarantor has independently determined the issues relating to completion of the Project.

3. The Guarantor hereby absolutely and unconditionally guarantees to West Allis (i) the prompt and complete performance of Developer's obligation to complete the construction of the Project as set forth in the Development Agreement ("**Guaranteed Obligations**"). In the event that Developer fails to substantially complete construction of the Project as required under the terms of the Development Agreement, then, upon receipt of written notice from West Allis , Guarantor will within thirty (30) days after receipt of such notice undertake to complete construction of the Project pursuant to the provisions of this Section 3 and thereafter pursue such

construction through to substantial completion of the Project. If West Allis elects to require Guarantor to complete the Project, then within thirty (30) days after written demand by West Allis , Guarantor will commence such construction of the Project.

4. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns; however, the Guarantor shall not transfer or assign its Obligations to an affiliate or another entity without the written consent of the West Allis . This Guaranty shall remain in full force and effect so long as any of the Guaranteed Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Development Agreement or any of the terms thereof, the continuance of any Guaranteed Obligations on the part of the Developer on the Development Agreement, or the power or authority or lack of power or authority of the Developer or any other party to execute and deliver the Development Financing Agreement, Development Agreement, or to perform any of the Guaranteed Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to perform any covenant or agreement under the terms of the Development Agreement, or the failure to resort for payment to the Developer or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Development Financing Agreement and/or Development Agreement or amendments,

modifications, consents or waivers with respect to the Development Financing Agreement and/or Development Agreement or any subordination of the Guaranteed Obligations to any other obligations of the Developer (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Developer might have to the payment or to the performance or observance of any of the Guaranteed Obligations, other than full payment or performance thereof, as applicable.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Guaranteed Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Guaranteed Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment or performance of the Guaranteed Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Developer or to any other person, firm or corporation, their

properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Developer shall default in the performance of the Guaranteed Obligations under the terms of the Development Agreement beyond any applicable grace or cure period and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default until terminated as herein provided.

5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed Obligations remain unpaid or unperformed, as applicable, and may be enforced by West Allis or any successor in interest under the Development Agreement; provided that West Allis may only transfer this Guaranty, the Development Agreement and the Development Financing Agreement to West Allis, in each case, affiliated with West Allis and to no other party without the consent of Guarantor and provided further that notice is given to the Guarantor within a reasonable time after such assignment.

6. This Guaranty shall terminate and Guarantor shall be released from all further liability hereunder upon the issuance of the Certificate of Completion (as defined in the Development Agreement).

7. Notices hereunder shall be given in accordance with the provisions of the Development Financing Agreement.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the day of _____, 2024.

Land by Label, LLC, LxL Allis Yards, LLC

Name: Ian Martin
Title: Owner and Managing Member

State of Wisconsin)
) ss.
Milwaukee County)

Personally, came before me this ____ day of _____, 2024 the above-named Ian Martin managing member and owner of Land by Label LLC me known to be the person who executed the foregoing instrument and acknowledged same on behalf of such company.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____
My Commission: _____

Acceptance:

This Guaranty is hereby accepted this ____ day of _____ 2024, by the City of West Allis and the Community Development Authority of the City of West Allis.

CITY OF WEST ALLIS (“City”)

By: _____

Dan Devine, Mayor

By: _____

Rebecca Grill, City Clerk

By _____

Patrick Schloss, Executive Director

Document Number	CERTIFICATE OF COMPLETION
Document Title	
CERTIFICATE OF COMPLETION Allis Yards Apartments	
Recording Area	
Name and Return Address	
J	

Parcel Identification Number (PIN)

Property Address	
Developer:	LXL LLC, a Wisconsin limited liability company
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2024, as amended or modified, recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") and the City of West Allis, caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance

with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of _____, 2024, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority and the City to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority and the City, this shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer's obligations pursuant to Sections 2.G, 4.B, 12.A, and 12.C of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

1 Dated at West Allis, Wisconsin, this _____ day of _____, 2024.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

Name: Patick Schloss
Title: Executive Director

2
3 STATE OF WISCONSIN)
4)ss.
5 MILWAUKEE COUNTY)

6 Personally came before me this ____ day of _____, 2024, _____,
7 _____ of the Community Development Authority of the City of West Allis, to me
8 known to be the persons who executed the foregoing instrument, and to me known to be such
9 _____, and acknowledged that they executed the foregoing instrument as such
10 officers as the deed of said Community Development Authority by its authority.

(SEAL)

Name:
Notary Public, State of Wisconsin
My Commission expires:

11
12
13
14
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21

1
2 **EXHIBIT E**

3 **DEVELOPMENT FINANCING AGREEMENT**

4 **(TAX INCREMENTAL DISTRICT NUMBER 16)**

5 **THIS AGREEMENT** is entered into as of this ____ day of July, 2024 (the “Effective Date”),
6 between the Community Development Authority of the City of West Allis, Wisconsin, a separate
7 body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of
8 Wisconsin Statutes (“Authority”), the City of West Allis (“City”), (Authority and City are collectively
9 referred to as “West Allis”) and LxL Allis Yards, a Wisconsin limited liability company, its
10 successors and/or assigns (“Developer”).

11 **WHEREAS**, the Developer has entered into a binding purchase and sale agreement dated
12 November 27, 2023 (as amended) (the “Purchase and Sale Agreement”) for the purchase and the
13 sale of certain property owned by West Quarter East, LLC, an affiliate of Cobalt Partners (the
14 “Property” or “Apartment Parcel”), which Property is more particularly described in **Exhibit A –**
15 **Property** of the Development Agreement which is incorporated herein; and,

16
17 **WHEREAS**, as of the date hereof, the Developer has closed on the sale of the Property
18 pursuant to the Development Agreement (the “Closing”), which Development Agreement was
19 contingent upon, among other matters, the Developer’s commitment to construct the Project (as
20 hereinafter defined) on the Property as more particularly set forth in that certain Development
21 Agreement of even date herewith by and between the Authority and Developer (the “Development
22 Agreement”) ”) for the development of real property (the “Property”), identified in the Development

1 Agreement constitutes the “Property,” to be used for the Project as defined below; and the Parties
2 entering into this Agreement; and,
3

4 **WHEREAS**, Pursuant to the Development Agreement for the development of certain
5 property, described in the Development Agreement under **Exhibit A** of the Purchase and Sale
6 Agreement; and,
7

8 **WHEREAS**, as of the date hereof, West Allis has agreed to certain financial incentives to the
9 Developer pursuant to the Development Agreement which is contingent upon, among other
10 matters, the Developer’s commitment to construct a 246 market-rate multifamily apartment
11 building (the “Development Agreement”). 294 underground parking spaces and approximately 69
12 surface parking spaces for the apartment buildings. The development described above is
13 hereinafter referred to as the “Project” and is located within the Allis Yards redevelopment in the
14 City of West Allis, Wisconsin (the “District”). The Redevelopment District was declared to be a
15 rehabilitation – conservation district pursuant to the Project Plan for the creation of Tax
16 Incremental District No. 16 approved on July 31, 2018 (deemed to be and referred to herein as the
17 “Project Master Plan”). The Project will be developed pursuant to the terms of this Agreement.
18 The Plan Commission approved the site plan on **May 29, 2024**, and the Plan is outlined in the
19 Development Agreement under **Exhibit B – Project Plan**. The Developer’s Project Plan is
20 consistent with the TID Project Plan; and,

1 **WHEREAS**, the Property and Project are located in a Tax Incremental District Number 16
2 (the “District”) which City has established in order to finance project costs related to eliminating
3 blight within the District as permitted under Wis. Stats. Section 66.1105; and,

4 **WHEREAS**, pursuant to the Development Agreement, West Allis agreed to provide certain
5 financial incentives and assistance to allow the Developer to develop the Project and the
6 Developer would not undertake the development and construction of the Project without such
7 financial incentives and assistance; and,

8 **WHEREAS** the Parties desire to set forth in writing the terms of such financial incentives
9 and assistance in the terms and conditions under which West Allis will provide such financial
10 incentives and assistance; and,

11 **WHEREAS**, the Developer plans to expend certain costs to construct the Project and all
12 such costs as described on **Exhibit I– Project Costs of the Development Financing Agreement**
13 hereto (the “Project Costs”).

14 **WHEREAS**, the Project will serve the purpose of eliminating the blighted conditions which
15 exist in the District in accordance with Section 66.1105(4) (gm)4. a.-b. of the Wisconsin
16 Statutes.

17 **WHEREAS**, West Allis has determined that the Project and the City Investment (defined
18 below) related to the Project serve a public purpose by eliminating blighted conditions and
19 encouraging residential development within the City, enhancing the City’s tax base, promoting
20 employment opportunities, inducing appropriate development of the Property, and
21 encouraging redevelopment of nearby parcels; and,

1 **WHEREAS** Developers would not undertake the Project without the availability of tax
2 increment financing as provided in this Agreement; and

3 **NOW, THEREFORE**, the Parties, in consideration of the terms, mutual obligations and
4 conditions contained in this Agreement and for other good and valuable consideration, the receipt
5 and sufficiency of which are hereby acknowledged, agree as follows:

6 **1. Developer Investment, Equity and Financing.** On or prior to Closing, Developer will
7 demonstrate to the City that in connection with the Project: (i) Developer has obtained
8 approximately \$60 million in a combination of (a) debt financing from a private lending
9 institution (the “Debt Financing”) and (b) private equity (“Equity”). Developer shall have the
10 right to adjust the projected amounts of Debt Financing and Equity provided that Developer
11 shall, in the aggregate, have obtained sufficient Debt Financing and Equity that, together with
12 the public funding and financing assistance described in this Agreement, is sufficient to
13 complete development of the Project. Developer and/or its affiliates shall provide any and
14 all guaranties required to obtain the necessary Debt Financing provided any and all such
15 guaranties are on commercially reasonable terms and conditions and consistent with
16 Developer’s and its affiliates’ standard practices.

17
18 **2. Tax Increment Financing.** The Property is within the boundaries of Tax Increment
19 Financing District #16, (the “District”) the District and the transaction contemplated by the
20 Development Agreement and this Agreement is essential to the viability of the District.

21 a. The Project to be developed by the Developer benefits the surrounding
22 neighborhood and West Allis (i.e. the City and the Authority) as a whole. West Allis

1 has determined that the Project is consistent with Project Plan and the City 's 2040
2 Master Plan as of May 29, 2024.

3 b. West Allis desires to encourage economic development, expand the tax
4 base, and create new jobs within the area, all in furtherance of and in compliance
5 with the TID Project Plan and the Master Plan. West Allis finds that the Project and
6 this Agreement are in the vital and best interests of West Allis and its residents and
7 serve a public purpose in accordance with state and local law.

8 c. The Project would not occur without the financial participation of West Allis
9 as provided herein.

10 d. The City has created a Tax Incremental Financing District to facilitate the
11 actions and financings described in this Agreement. Property taxes paid on
12 properties located within TID in excess of those paid on the base valuation are
13 referred to as "Tax Increments."

14 **3. TID Law.** All terms that are capitalized but not defined in this Agreement and that are
15 defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax
16 Increment Law in Section 66.1105 of Wisconsin Statutes.

17 **4. Financial Assistance.** West Allis hereby agrees to provide to the Developer for the
18 Project the following financial incentives and financial assistance:

19 a. Tax Increment Financing Grant. The City agrees to pay the developer
20 \$2,600,000 from Tax Increment Finance District #7 as approved as an allowable expense
21 within ½ mile of the TIF #7 boundary, per approvals from Joint Review Board on June 4, 2024,
22 the Community Development Authority of the City of West Allis on June 18, 2024 and The City
23 of West Allis on July 10, 2024. This grant will be released after the following funding sources
24 are released to the project:

1. Developer equity (around \$16.6M)
2. Deferred equity which is his reinvested fee (around \$1.7M)
3. Ready for Reuse Loan (\$2M)
4. EPA Loan (\$2M)

5. Tax Increment Financing Grant (\$2.6M)

a. Developer Municipal Revenue Obligation. West Allis will provide to the Developer an amount not to exceed \$9,678,661 of “Pay Go” TIF payments (referred to as “D-MRO”) benefits to the Developer based on the estimates provided in **Exhibit III – TIF Model of the Development Financing Agreement**. The amount of each annual payment will vary based upon the Projects increment paid. The City will calculate the MRO by taking the tax increment created each year, multiplying it by 85% and then subtracting out the scheduled Administrative Fees scheduled within Exhibit C. Estimated payments are provided on the Exhibit C and were prepared and modeled by the City’s TIF consultant Ehlers and hereby attached. The Annual Payment will be made based upon the actual Tax Increment received by West Allis but can be greater than or less than the amount shown in Exhibit C. Adjustments to the amount paid in any year of the D-MRO Schedule shall not amend or modify the maximum total amount of D-MRO, not to exceed \$9,678,661. This Agreement shall evidence the obligation of West Allis to make D-MRO payments to the Developer in accordance with the final –D-MRO Estimated Schedule. The sole source of the repayment for the D-MRO will be the Tax Increments from the Project. Installments of the D-MRO shall commence on October 1 in the first year that the Project generates Tax Increment and will be due and payable on each October 1 thereafter, through October 1, 2046.

b. Environmental Assistance. West Allis will utilize funds from an EPA Revolving Loan Fund as well as a WDNR Ready for Reuse Loan fund to assist with the environmental costs.

1 **6. Takeout Refinancing.** Developer anticipates a Takeout Refinancing (as hereinafter
2 defined) of Debt Financing within twelve (12) months following Project Stabilization (as hereinafter
3 defined). If sufficient Takeout Proceeds (as hereinafter defined) are available, Developer shall
4 make a payment to the Authority out of the Takeout Proceeds within fifteen (15) months following
5 Project Stabilization up to, but not in excess of \$1,250,000.

6 a. the Takeout Payment shall not cause the projected cash on cash return on the Investor
7 Equity (as hereinafter defined) for the year immediately following the date of the Takeout Refinancing
8 to be less than 9.00% based on the NOI (as hereinafter defined); and

9 1. [intentionally deleted]; and

10 b. the debt service coverage ratio (“DSCR”) in the year immediately following the closing of
11 the Takeout Refinancing must be at least 1.40 based upon the actual terms of the Takeout
12 Refinancing and the NOI.

13 As used herein, “NOI” shall mean the net operating income from the Project that is equal to
14 the actual in-place net operating income for the twelve (12) month period immediately preceding the
15 closing of the Takeout Refinancing.

16 c. Definition of Takeout Refinancing. As used herein, “Takeout Proceeds” shall mean
17 proceeds available to Developer from the Takeout Refinancing less: (i) payment of all closing costs
18 in connection with the Takeout Refinancing, (ii) payment of all sums required to satisfy existing
19 mortgages on the Property, (iv) establishment of reasonable reserves, including, without limitation,
20 any reserves required by the Takeout Lender (as defined below); and (vi) payment of all sums
21 required to pay the current year and any and all accrued preferred returns to investors in the
22 Project, under the Project’s limited liability company agreement.

1 d. Underwriting Criteria for Takeout Refinancing. The Parties acknowledge and agree that
2 the total loan amount for the Takeout Refinancing will be subject to Developer's sole discretion and
3 subject to Developer's then-current underwriting criteria.

4 **7. Application of Tax Increments.** The West Allis annual budget, as prepared by staff
5 and as submitted to City's Common Council for approval, will include payments on the D-MRO to
6 be made in such budget year, and that its staff will request the necessary appropriation from the
7 Common Council for 85% of the amount of the Tax Increments of the Property minus
8 administrative fees, to be generated that year, will advise the Common Council of any effect on
9 City's credit rating of any failure to appropriate sufficient funds toward payment of D-MRO, and will
10 exhaust all available administrative reviews and appeals in the event that that portion of the budget
11 is not approved.

12 Increments shall be applied as follows:

- 13 a. Payment of any outstanding City administration fees for certain expenses in
14 connection with the administration of the TIF #16 and administration of the D-MRO as outlined in
15 the **Exhibit II**.
- 16 b. Payment of annual payment of the D-MRO as set forth in **Exhibit IV** attached hereto.
- 17 c. The Tax Increments shall be calculated based on the tax incremental base value
18 and the actual value increment for the Property, as determined annually by the City.

19 Any amounts due in any year for the City TID Administration Fee and the D- shall carry over
20 until paid or waived upon closure of TID #16. The City TID Administration Fee and D-MRO shall
21 carry over without interest.

1 **8. Developer Completion Guaranty.** Developer shall provide West Allis with a Guaranty of
2 Completion for the Project. "Completion" shall be defined as the issuance of the Certificate of
3 Completion (as defined in the Development Agreement). Upon Completion, the Guaranty of
4 Completion shall be released in its entirety.

5 **9. Savings Agreement.** West Allis and the Developer have agreed on a final Project Budget
6 for the Project substantially in the form attached as **Exhibit I** (the "Project Budget"). West Allis will
7 be engaging, at its expense, a construction cost consultant to review the Project Budget and to
8 monitor final costs. West Allis agrees in good faith to consider using the same construction cost
9 consultant as is being used by the Developer's Lender in connection with the Project. The
10 Developer agrees to cooperate with the consultant and provide such information as the consultant
11 may request to satisfy this section.

12 a. Cost Savings Definition. "Cost Savings" shall mean the difference, if any,
13 between (i) total disbursements by or on behalf of the Developer, its affiliates, or their
14 assignees in connection with the Project and (ii) the Project Budget. Amounts remaining
15 unspent in any category within the Project Budget may be used to offset cost overruns in
16 any other category of the Project Budget.

17 b. Application of Cost Savings. Upon Project Stabilization (defined below),
18 Cost Savings shall be applied in the following priority:

19 i. The Developer shall fund into an account (the "Capital Reserve Account")
20 an amount equal to \$161,500 to pay for replacement costs, capital improvements
21 and non-routine operating expenses associated with the Project, including without
22 limitation, construction defects and failures to the extent not covered by applicable

1 warranties, and deductibles on insurance claims without the prior consent of the
2 West Allis; then

3 ii. Any remaining Costs Savings after item (i) above (“Net Savings”) shall be
4 paid 50% to the West Allis and 50% to the Developer. West Allis shall deposit any
5 Net Savings it receives into the TID.

6 c. Capital Reserve Account. Developer and West Allis hereby acknowledge
7 and agree that Developer shall have the right to withdraw funds from the Capital
8 Reserve Account during the two-year period commencing at Project Stabilization
9 (the “Reserve Period”) to pay for replacement costs, and non-routine operating
10 expenses, including without limitation, construction defects and failures to the
11 extent not covered by applicable warranties, and deductibles on insurance claims
12 without the prior consent of West Allis. Upon the expiration of the Reserve Period,
13 any funds remaining in the Capital Reserve Account shall be distributed 50% to
14 West Allis and 50% to the Developer. The West Allis shall deposit any such
15 distribution it receives into the TID.

16 d. Calculation of Net Savings. Final determination of Net Savings shall be
17 made by West Allis’s construction cost consultant, in good faith and acting
18 reasonably, subject to the reasonable review and approval of Developer. The
19 calculation of the actual cost of the Project and therefore the determination of Net
20 Savings will conform to the disbursement records of the Developer’s construction
21 lender and First American Title Insurance Company. Within 60 days following
22 Project Stabilization, Developer shall provide West Allis and its construction cost
23 consultant with a detailed description of the actual costs of the Project in a manner

1 and format consistent with the original Project Budget. West Allis or its consultant
2 may request any additional support or verification as may be reasonably needed,
3 including invoices and other proof of payments to compare the final cost to the
4 original Project Budget.

5 **10. Project Stabilization Definition.** “Project Stabilization” shall mean the earlier of
6 (a) the date upon which the Project has achieved and maintained 95% physical occupancy of
7 apartments available for rent (i.e., excluding from total apartment count, models and units
8 occupied for marketing and management purposes) continuously over any ninety (90) day period or
9 (b) the fifth (5th) anniversary of the date of Closing. Notwithstanding the foregoing, Developer may
10 make a distribution of all or any percentage of Net Savings payable to West Allis prior to achieving
11 95% physical occupancy if necessary or desirable to comply with any applicable loan covenants
12 and obligations in effect in connection with any Debt Financing.

13 **11. Profit Participation.**

14 a. Profit Participation Triggers. In further consideration of the participation by
15 West Allis in this Agreement, and as more particularly provided below, upon the occurrence
16 (during the time in which TID #16 remains open) of: 1) a sale by Developer or its affiliate of
17 the Project or the conveyance of greater than a majority and controlling interest in
18 Developer or its affiliate then owning the Project to any third-party unrelated to Developer (a
19 “Sale”); or 2) a Cash Out Refinancing (as defined below) of the Project (each a “Trigger
20 Event”), West Allis shall be entitled to a one-time Profit Participation as hereinafter
21 provided.

1 **12. Contingent Payment and Definition.** If Net Proceeds (as hereinafter defined)
2 resulting from a Sale or Cash Out Refinancing and provided further that the conditions
3 outlined below are satisfied, result in the greater of: (a) the total Investor Equity (as
4 hereinafter defined) realizing an Internal Rate of Return, to be determined based on the
5 methodology reflected in the example calculation attached hereto as **Exhibit H –**
6 **Calculation of Rate of Return** and in accordance with standard industry practice (“IRR”) in
7 excess of 15%, or (b) an Equity Multiple (as defined herein) on Investor Equity in excess of
8 2.50x then 50% of the remaining proceeds shall be paid to the Authority (the “Contingent
9 Payment”). There shall be no Contingent Payment if the IRR is below 15% or the Equity
10 Multiple is below 2.50x. As used herein, “Investor Equity” shall mean the cash invested into
11 the Fund but expressly excluding from the calculated return any Sponsor Created Savings,
12 any return on Sponsor Created Savings and any cash reinvestment of development fees by
13 Sponsor and any return thereon and expressly excluding therefrom any promote or carried
14 interest of Sponsor. As used herein, “Equity Multiple” shall mean a fraction whereby the
15 numerator is all of the net cash distributions made to the Investor Equity and the
16 denominator is the original amount of Investor Equity.

17 c. Definition of Investor Equity. As used herein, “Investor Equity” shall mean
18 the cash invested into the Project by investor members including the Developer.

19 d. Definition of Cash Out Refinancing. “Cash Out Refinancing” mean
20 refinancing of the Project that generates sufficient cash to directly result in a cash
21 distribution to the Developer that results in the members receiving a return of all their
22 capital and the preferred returns and distributions earned through the date of such event,
23 and the Developer receiving a return of all its capital and preferred returns. As necessary,
24 the amount of Net Proceeds for purposes of calculating the IRR from partial cash out

1 financings, where cash is distributed to the members but in insufficient amounts to return
2 all of such capital and returns, and partial Sale events after which Developer retains a
3 continued ownership interest in the Project, will be accumulated for purposes of
4 establishing the total amount of Net Proceeds for purposes of calculating the IRR and will
5 not be paid until the total amount of the Net Proceeds can be calculated. Unless otherwise
6 agreed to by the Developer and West Allis, the Profit Participation shall be paid in one lump
7 sum pursuant to the terms and provisions herein and as more particularly set forth below.

8 e. Definition of Net Proceeds. "Net Proceeds" is herein defined to mean the
9 gross sale or refinancing proceeds, less:

10 i. Costs of the sale and customary costs of closing or the costs of
11 refinancing, such as title insurance, closing fees, brokers' fees, lenders' fees and
12 points, taxes, recording fees, transfer fees, expense prorations, accounting
13 expenses and attorneys' fees;

14 ii. Amounts due lender(s) under the notes and financing agreements
15 for the Project (including any working capital loans or other advances of funds made
16 by Developer or any of its members or affiliates for the Project);

17 iii. Investor Equity, including any accrued and unpaid preferred return
18 thereon; and

19 f. Timing of Payment. Upon the occurrence of a Trigger Event that requires the
20 Developer to pay the Profit Participation, the Developer shall have up to ninety (90) days after
21 the determination of the amount of the Profit Participation to make such payments. Any
22 determination shall be made utilizing a final closing statement from such Trigger Event.

1 g. West Allis Ongoing Obligations. If a Sale occurs before closure of TID #16,
2 West Allis agrees to (i) continue to make the scheduled payments of the D-MRO (to the
3 extent not already fully disbursed), to disburse payments either to the Developer, or at
4 Developer's option, to the purchaser of the Project or to the purchaser of the controlling
5 interest in Developer or to the then owner of the Project (to the extent not already fully
6 disbursed), and (ii) to continue administering and operating TID #16 in accordance with this
7 Agreement.

8 **13. Conditions to the Parties' Obligations.** The parties' obligations to complete their
9 respective obligations are conditioned on the following being satisfied:

10 a. Zoning & Design Review. The City shall have approved any and all licenses,
11 permits and approvals required for the construction of the Project.

12 b. Evidence of Financing. Evidence that the Developer has secured sufficient
13 financing commitments to enable the Project to proceed.

14 c. Legal Agreements. The Purchase and Sale Agreement, the Development
15 Agreement and this Agreement have been executed and delivered by the applicable parties
16 thereto and all of the conditions to the closing on the Property and the development of the
17 Project have been satisfied or waived by the party benefiting therefrom (collectively, the
18 "Legal Agreements").

19 d. City Financing Approvals. The City shall have approved and shall have taken
20 all actions necessary on the part of the municipality, to properly authorize the above-
21 contemplated actions, investments, contracts and findings, including issuance of the D-
22 MRO and the Legal Agreements.

1 **14. Prevailing Wage Not Required.** City is not aware of any obligations on the part of
2 the Developer arising out of any obligation of or to West Allis that would require Developer
3 to enforce, impose or apply any prevailing wage requirements or any other wage or labor
4 affiliation restrictions on its contractors in connection with any aspect of the Project. City
5 is not aware of any requirement that municipal bidding procedures be utilized to select a
6 contractor for any of the contemplated work.

7 **15. PILOT and Shortfall Agreement.**

8 a. PILOT. Ownership of the Property, or any part thereof, by any person,
9 partnership, corporation, or entity, which in any manner renders any part of the Property
10 exempt from property taxation during the life of TID #16 shall result in a payment in lieu of
11 taxes from the owner of that portion of the Property that is so exempt to the City each year
12 in an amount equal to the amount of taxes that would be due and owing on that portion of
13 the Property if that portion was not tax exempt (the “PILOT Payment”). The PILOT Payment
14 shall be calculated based on the value of the Property for the applicable tax year
15 determined by the City’s Assessor’s office multiplied by the City’s property tax rate for the
16 applicable tax year. Such payment shall be due, payable and collected in the same manner
17 as property taxes, to the extent permitted by law. The Developer, its successors, and
18 assigns as the owners or occupants of the Property waive the right to contest the validity of
19 this provision. This Section shall automatically terminate upon the termination of TID #20.

20 b. Tax Contest. In consideration of West Allis providing the financial
21 assistance outlined in Section 4 of this Agreement, Developer, its successors, assigns, or
22 affiliates, agree to not challenge any property tax assessment levied against the Project
23 prior to the termination of TID #16 except that any or all of them may contest any such

1 property tax assessment but only in good faith and only if and to the extent any such
2 property tax assessment is in excess of the anticipated minimum assessed value of the
3 Property in the same particular tax year as set forth in Exhibit II.

4 c. Change in Method of Taxation. To the extent in compliance with applicable
5 law, if any tax, assessment or like charge is imposed on or assessed against the Project or
6 the use and operations thereof or income therefrom, as an alternative to, a replacement of,
7 or as supplemental to, any or all of the property taxes that are intended by the parties
8 hereto to constitute the Tax Increments, or increment or like revenues under the tax
9 increment law or any equivalent, then such taxes, assessments, and charges shall be
10 deemed to be Tax Increments hereunder and shall be disbursed as set forth in this
11 Agreement. Notwithstanding the foregoing, special assessments and special charges
12 levied by the City for permitted purposes, such as to pay for improvements and services,
13 shall not be included as Tax Increments.

14 **16. ASSIGNMENT OF AGREEMENT.** This Agreement and all rights and obligations
15 therein, including but not limited to the indemnification's provisions thereunder, may be assigned
16 in whole or in part by the Developer to an affiliated entity upon notice to West Allis. However, upon
17 notice to West Allis, Developers may assign this Agreement to an affiliated entity or to its lender in
18 connection with a mortgage on the Property, subject to all terms and conditions of this Agreement.
19 This Agreement may also be collaterally assigned in whole or in part by the Developer to any lender
20 or lenders holding a mortgage on all or any part of the Property. No such lender shall have any
21 liability hereunder unless said lender elects to effectuate such assignment and exercise the
22 Developer's rights hereunder. Upon any such assignment, references to Developer contained in
23 this Agreement shall refer to the assignee, unless the assignment expressly provides otherwise, it
24 being understood, for example, that Developer or any assignee of Developer may elect to retain the

benefits of the D-MRO and is not required to assign the D-MRO to the owner of the Property;
provided, however, that the obligations of Section 11 and 13 shall be binding on Developer and its
successors and assigns.

17. No Partnership or Venture. The Developer and its contractors or subcontractors shall
be solely responsible for the completion of the Project. Nothing contained in this Agreement shall
create or effect any partnership, venture or relationship between West Allis and the Developer or
any contractor or subcontractor employed by the Developer in the construction of the Project. No
elected official, member, officer, or employee of West Allis during his/her tenure or for one year
thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any
proceeds thereof.

18. Notices. All notices permitted or required by this Agreement shall be given in
writing and shall be considered given upon receipt if hand delivered to the party or person
intended, or one calendar day after deposit with a nationally recognized overnight commercial
courier service, or two (2) business days after deposit in the United States mail, postage prepaid,
by certified mail, return receipt requested, addressed by name and address to the party or person
intended as follows:

To Authority: City of West Allis and Community Development Authority of the City
of West Allis
Economic Development Executive Director
West Allis City Hall
7525 W. Greenfield Avenue
West Allis, WI 53214

To the City: City of West Allis
Office of the City Attorney
7525 W. Greenfield Avenue
West Allis, WI 53214
Attention: City Attorney

To Developer: LxL Allis Yards, LLC
Attn. Ian Martin
Email:

With a copy to: Attorney at Law
[Redacted]

19. REPRESENTATIONS AND WARRANTIES OF DEVELOPERS.

The provisions of Section 22.B. of the Purchase Agreement are incorporated herein.

20. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement first set forth above and shall continue until, unless sooner terminated in accordance with this Agreement, until the termination by the City of Tax Incremental District Number 20 in accordance with this Agreement and pursuant to § 66.1105(7), Wis. Stats., as amended.

21. DEFAULT. The provisions of Section 42 of the Purchase and Sale Agreement are incorporated herein.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of Developers; however, this provision shall not constitute an authorization for Developers to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement.

23. Further Assurances. Following the Closing, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be

1 reasonably requested by any other Party in order to perfect and complete the financing of the
2 Project as described herein as well as any other transactions specifically contemplated herein.

3 **24. Waiver of Terms.** Except as otherwise provided herein, any of the terms or
4 conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit
5 thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions.
6 The waiver of any term or condition shall not be construed as a waiver of any other term or
7 condition of this Agreement.

8 **25. Amendment of Agreement.** This Agreement may be amended, supplemented, or
9 modified at any time, but only by a written instrument duly executed by West Allis and the
10 Developer.

11 **26. Governing Law and Venue.** This Agreement shall, in all respects whether as to
12 validity, construction, capacity, performance, or otherwise, be governed by the laws of the
13 State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be
14 commenced and maintained only in a court of competent jurisdiction in the state or federal courts

1 located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the
2 exclusive jurisdiction of such courts.

3 **27. Execution in Counterparts.** This Agreement may be executed simultaneously in
4 one or more counterparts, each of which shall be deemed an original Agreement, but all of which
5 together shall constitute one and the same instrument.

6 **28. Titles and Headings.** Titles and headings to sections or subsections are for
7 purposes of references only and shall in no way limit, define, or otherwise affect the provisions
8 herein.

9 **29. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed
10 hereto, constitute the entire agreement and supersede all other prior agreements and
11 understandings, both written and oral, by the Parties or any of them, with respect to the subject
12 matter hereof.

13 **30. Interpretation.** Unless the context requires otherwise, all words used in this
14 Agreement in the singular number shall extend to and include the plural, all words in the plural
15 number shall extend to and include the singular, and all words in any gender shall extend to and
16 include all genders.

17 **31. Construction.** The West Allis and the Developer acknowledge that each party and
18 its counsel have reviewed and revised this Agreement and that the normal rule of construction to

1 the effect that any ambiguities are to be resolved against the drafting party shall not be employed in
2 the interpretation of this Agreement or any amendments or exhibits hereto.

3 **32. Severability.** If any term or provision of this Agreement is determined to be invalid,
4 illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and
5 provisions of this Agreement shall nevertheless remain in full force and effect.

6 **33. Survive the Closing.** The agreements, covenants, warranties and representations
7 contained herein shall survive the Closing of the transaction contemplated herein.

8 **34. Binding Effect.** The terms and conditions of this Agreement shall be binding upon
9 and benefit the Parties and their respective successors and assigns.

10 **35. Good Faith.** The Parties covenant and agree to act in good faith in the performance
11 and enforcement of the provisions of this Agreement.

12 **36. MISCELLANEOUS.**

13 a. **Mutual Assistance.** West Allis and Developers shall do all things reasonably
14 necessary or appropriate to carry out the terms, provisions and obligations of this
15 Agreement and to aid and assist each other in carrying out this Agreement, including,
16 without limitation, the giving of notices, the holding of public hearings, the enactment by
17 City of resolutions and ordinances, and the execution and delivery of documents,
18 instruments, petitions and certifications. West Allis and Developers shall cooperate fully
19 with each other in seeking from any or all appropriate governmental bodies (whether
20 federal, state, county or local) any approvals and permits that are reasonably necessary or
21 desirable.

1 b. Captions. The captions in this Agreement are inserted only as matters of
2 convenience and for reference and in no way define or limit the scope or intent of the
3 various provisions, terms or conditions hereof.

4 c. Third-Party Beneficiaries. This Agreement creates rights and obligations only
5 for the Parties hereto and their permitted successors and assigns, except as stipulated in
6 this Agreement.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREED TO BY AND BETWEEN the Developer, the Authority, and the City on the date first set forth above.

**Community Development Authority of the City of
West Allis**

By: _____

Patrick M. Schloss, Executive Director

Dated: _____

CITY OF WEST ALLIS

By: _____

Dan Devine, Mayor

Dated: _____

By: _____

Rebecca Grill, City Administrator and City Clerk

Dated: _____

LxL Allis Yards, LLC

By: LxL Allis Yards, its Manager

By: _____

Ian Martin, Owner and Manager

Dated: _____

DRAFT

EXHIBIT I (PROJECT COSTS)

TO

DEVELOPMENT FINANCING AGREEMENT

Allis Yards West Allis, WI ESTIMATED DEVELOPMENT BUDGET			
USES OF FUNDS			
Land		\$	3,843,750
Construction			
General Conditions & Winter Conditions			5,257,706
Construction - Trade Subcontracts			48,240,690
Construction Fee			2,829,804
Construction Contingency			1,000,000
Bonds			-
Subtotal -- Construction			57,328,200
Development Costs			
Design & Engineering			1,500,000
Taxes & Insurance			715,000
Fees & Permits			154,400
Legal & Professional			205,000
Marketing & Property Start-Up			700,879
Subtotal -- Development Costs			3,275,279
Financing			
Construction Interest			3,500,000
Financing Fees			666,378
Other Financing Costs			275,000
Subtotal -- Financing			4,441,378
Operating Reserve			1,100,000
Development Contingency			150,000
Developer Fee		\$	2,651,794
TOTAL DEVELOPMENT BUDGET			72,790,401
	Per Unit		295,896
SOURCES OF FUNDS			
Construction Loan			47,750,000
DNR Ready to Reuse Loan			2,000,000
EPA Loan			2,000,000
TIF Grant			2,600,000
Developer's Equity--Fees Contributed			1,749,879
Cash Equity			16,690,522
TOTAL SOURCES OF FUNDS		\$	72,790,401

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EXHIBIT II
TO
DEVELOPMENT FINANCING AGREEMENT

Project Plan

The Project Plan for Tax Incremental District Number16 is on file in the office of the City Clerk
and is incorporated herein by reference.

EXHIBIT III

Development Finance Agreement TIF #16 Cash Flow

City of West Allis, Wisconsin

Tax Increment District # 16 - "West Quarter Project" (70th St. Corridor)

Cash Flow Projection

Year	Projected Revenues										Expenditures										Balances			Year					
	Tax Increments	Investment Income	Personal Property Aid	Assessed Value Shortfall Payments ¹	Debt Service Shortfall Payments ¹	Special Assessments ²	Proceeds from LT Debt	Advances ³	TIF 7 Funded Dev. Incentive	Developer Loan Guaranty Fee	Sale of Property	Total Revenues	State Trust Fund Loan 6,500,000 Dated Date: 02/19/19 Prin (3/15) Rate Interest	FIRE Loan 3,350,000 Dated Date: 06/01/20 Prin (12/31) Rate Interest	Variable GSE, Series 2012A 6,000,000 Dated Date: 06/18/21 Prin (3/15) Rate Interest	TIF Admin. & Streetcape Expense ⁴	Advance Repayment ⁵	Developer Incentive	Developer Incentive (Ats Yrly)	Finance Related Expense	Replacement Park Insp.	Developer Payments ⁶	Total Expenditures		Annual	Cumulative Fund Balance	Liabilities Outstanding		
2018							7,200,000					0												85,510	(85,510)	(85,510)	2018		
2019	26,548				62,026		2,650,000					2,738,574	205,232 4.500%	312,534					7,200,000				7,275,900	20,390	(85,120)	6,500,000	2019		
2020	263,464				226,977		6,296,387				160,000	6,966,827	6,294,768 4.500%	408,787					2,650,000				9,265,799	(407,140)	(86,440)	8,464,764	2020		
2021	338,285	3,894			29,366							338,285			275,000 3.000%	353,030							104,880	483,167	265,889	(605,340)	9,060,000	2021	
2022	338,291	10,572		340,516	39,364							738,708											400	484,161	302,543	(131,601)	8,790,000	2022	
2023	331,236			340,516	29,366							338,291												400	484,161	302,543	(131,601)	8,464,579	2023
2024	470,925		7,060		180,227	51,724						709,936												400	484,161	302,543	(131,601)	8,134,579	2024
2025	470,925		7,060		180,227	51,724						709,936												400	484,161	302,543	(131,601)	7,804,579	2025
2026	470,925		7,060		180,227	51,724						709,936												400	484,161	302,543	(131,601)	7,474,579	2026
2027	1,005,897		7,060		180,227	51,724						1,084,681												400	484,161	302,543	(131,601)	7,144,579	2027
2028	1,541,462		7,060		180,227	51,724						1,680,246												400	484,161	302,543	(131,601)	6,814,579	2028
2029	1,556,877		7,060		180,227	51,724						1,695,661												400	484,161	302,543	(131,601)	6,484,579	2029
2030	1,572,446		7,060		180,227	51,724						1,711,076												400	484,161	302,543	(131,601)	6,154,579	2030
2031	1,588,170		7,060		180,227	51,724						1,726,491												400	484,161	302,543	(131,601)	5,824,579	2031
2032	1,604,052		7,060		180,227	51,724						1,741,906												400	484,161	302,543	(131,601)	5,494,579	2032
2033	1,620,092		7,060		180,227	51,724						1,757,321												400	484,161	302,543	(131,601)	5,164,579	2033
2034	1,636,293		7,060		180,227	51,724						1,772,736												400	484,161	302,543	(131,601)	4,834,579	2034
2035	1,652,656		7,060		180,227	51,724						1,788,151												400	484,161	302,543	(131,601)	4,504,579	2035
2036	1,669,183		7,060		180,227	51,724						1,803,566												400	484,161	302,543	(131,601)	4,174,579	2036
2037	1,685,875		7,060		180,227	51,724						1,818,981												400	484,161	302,543	(131,601)	3,844,579	2037
2038	1,702,733		7,060		180,227	51,724						1,834,396												400	484,161	302,543	(131,601)	3,514,579	2038
2039	1,719,761		7,060		180,227	51,724						1,849,811												400	484,161	302,543	(131,601)	3,184,579	2039
2040	1,736,958		7,060		180,227	51,724						1,865,226												400	484,161	302,543	(131,601)	2,854,579	2040
2041	1,754,328		7,060		180,227	51,724						1,880,641												400	484,161	302,543	(131,601)	2,524,579	2041
2042	1,771,871		7,060		180,227	51,724						1,896,056												400	484,161	302,543	(131,601)	2,194,579	2042
2043	1,789,590		7,060		180,227	51,724						1,911,471												400	484,161	302,543	(131,601)	1,864,579	2043
2044	1,807,486		7,060		180,227	51,724						1,926,886												400	484,161	302,543	(131,601)	1,534,579	2044
2045	1,825,561		7,060		180,227	51,724						1,942,296												400	484,161	302,543	(131,601)	1,204,579	2045
2046	1,843,816		7,060		180,227	51,724						1,957,706												400	484,161	302,543	(131,601)	874,579	2046
Total	35,029,491	14,466	155,317	492,217	1,352,499	517,240	16,146,387	181,344	2,600,000	160,000	100,000	57,248,961	6,500,000	721,321	3,350,000	1,026,133	6,000,000	1,273,641	772,253	475,061	223,181	9,800,000	107,688	645,784	1,844,718	33,652,688	Total		

Notes:

¹Per Article IV of the Development Agreement, Developer will pay an Assessed Value Shortfall Payment equal to the taxes that would have been paid on any difference between the Base Value (\$25,100,000) and the actual assessed value.

²Per Article III of the Development Agreement, Developer will pay a Debt Service Shortfall Payment equal to any difference between the City's payments due on the Project Loan, and any tax increments, capitalized interest amounts, or Assessed Value Shortfall Payments received. This City will pay the cost of streetscape improvements with advances to be recovered through special assessment levied on the benefitted property.

³Assessed Value Shortfall and Debt Service Shortfall Payments made by the Developer will be treated as contingent non-interest-bearing loans, repaid out of available Tax Increments after all debt incurred by the City to fund the Project Loan has been fully repaid.

City of West Allis, Wisconsin

Tax Increment District # 16 - "West Quarter Project" (70th St. Corridor)

Cash Flow Projection

Year	Projected Revenues												State Trust Fund Loan 6,500,000			FIRE Loan 3,350,000		
	Tax	Investment	Personal	Assessed	Debt Service	Special	Proceeds from		TIF 7 Funded	Developer			Total	Dated Date:	02/19/19	Dated Date:	06/01/20	
	Increments	Income	Property Aid	Value Shortfall Payments ¹	Shortfall Payments ²	Assessments ³	LT Debt	Advanc ⁴	Dev. Incentive	Loan Guaranty	Sale of	Revenues	Prin (3/15)	Rate	Interest	Prin (12/31)	Rate	Interest
2018							7,200,000				100,000	0						
2019												7,300,000						
2020	26,548				62,026		2,650,000					2,738,574	205,232	4.500%		312,534		
2021	283,464				226,977		6,296,387				160,000	6,966,827	6,294,768	4.500%		408,787		
2022	338,285	3,894			326,571	29,366						698,116		4.500%				
2023	318,291	10,572		340,516	39,364	29,366						738,708		4.500%			2.500%	
2024	531,236			151,701	340,516	29,366		181,344	2,600,000			3,834,163		4.500%		71,422	2.500%	378,578
2025	470,925		7,060		180,227	51,724						709,936		4.500%		143,036	2.500%	81,964
2026	475,634		7,060		176,218	51,724						710,636		4.500%		146,611	2.500%	78,389
2027	1,005,897		7,060			51,724						1,064,681		4.500%		150,277	2.500%	74,723
2028	1,541,462		7,060			51,724						1,600,246		4.500%		154,034	2.500%	70,965
2029	1,556,877		7,060			51,724						1,615,661		4.500%		157,884	2.500%	67,114
2030	1,572,446		7,060			51,724						1,631,230		4.500%		161,832	2.500%	63,165
2031	1,588,170		7,060			51,724						1,646,954		4.500%		165,877	2.500%	59,123
2032	1,604,052		7,060			22,358						1,633,470		4.500%		170,024	2.500%	54,976
2033	1,620,092		7,060			22,358						1,649,510		4.500%		174,275	2.500%	50,725
2034	1,636,293		7,060			22,358						1,665,711		4.500%		178,632	2.500%	46,368
2035	1,652,656		7,060									1,659,716		4.500%		183,098	2.500%	41,902
2036	1,669,183		7,060									1,676,243		4.500%		187,675	2.500%	37,325
2037	1,685,875		7,060									1,692,935		4.500%		192,367	2.500%	32,633
2038	1,702,733		7,060									1,709,793		4.500%		197,176	2.500%	27,824
2039	1,719,761		7,060									1,726,821				202,105	2.500%	22,895
2040	1,736,958		7,060									1,744,018				207,158	2.500%	17,842
2041	1,754,328		7,060									1,761,388				212,337	2.500%	12,663
2042	1,771,871		7,060									1,778,931				214,180	2.500%	7,355
2043	1,789,590		7,060									1,796,650						
2044	1,807,486		7,060									1,814,546						
2045	1,825,561		7,060									1,832,621						
2046	1,843,816		7,060									1,850,876						
Total	35,529,491	14,466	155,317	492,217	1,352,499	517,240	16,146,387	181,344	2,600,000	160,000	100,000	57,248,961	6,500,000		721,321	3,350,000		1,226,535

EXHIBIT III (Cont)

Expenditures								Balances				
TID Admin. & Other Costs	Streetscape Expense ^a	Advance Repayment ^a	Develop. Incentive	Develop. Incentive - Allis Yards	Finance Related Expense	Replacement Park Imp.	Reimburse Developer Shortfall Payments ^a	Total Expenditures	Annual	Cumulative Fund Balance	Liabilities Outstanding	Year
85,510								85,510	(85,510)	(85,510)		2018
79,800			7,200,000					7,279,800	20,200	(65,310)	6,500,000	2019
57,993			2,650,000					3,225,759	(487,185)	(552,495)	9,644,768	2020
29,535	293,657				106,889			7,133,635	(166,808)	(719,303)	9,355,000	2021
6,728					400			435,157	262,959	(456,344)	9,080,000	2022
6,688					400			436,165	302,543	(153,801)	8,790,000	2023
25,000	181,344			2,600,000				3,686,572	147,592	(6,210)	8,418,578	2024
7,000		22,358		0				680,511	29,426	23,216	26,027,883	2025
7,000		22,358		0				681,211	29,426	52,642	25,566,272	2026
7,000		22,358		446,680				1,128,291	(63,610)	(10,968)	24,644,314	2027
10,000		22,358		897,828				1,582,538	17,708	6,740	23,257,453	2028
25,000		22,358		906,806				1,606,316	9,345	16,085	21,847,763	2029
25,000		22,358		915,874				1,614,884	16,345	32,430	20,415,058	2030
25,000		22,358		925,033				1,628,168	18,786	51,216	18,954,148	2031
25,000		22,358		934,283				1,633,681	(211)	51,005	17,474,840	2032
25,000		22,358		943,626				1,646,468	3,043	54,048	15,971,940	2033
25,000		22,358		953,062				1,653,928	11,784	65,831	14,450,246	2034
25,000				962,593				1,638,641	21,075	86,906	12,909,556	2035
25,000				972,219				1,650,164	26,079	112,985	11,344,662	2036
25,000				981,941				1,661,068	31,866	144,851	9,755,355	2037
25,000				991,760				1,671,541	38,252	183,103	8,141,418	2038
25,000				1,001,678		426,688		1,678,366	48,455	231,558	6,937,635	2039
25,000				1,011,695		219,095	214,289	1,695,079	48,939	280,497	5,718,782	2040
25,000				1,021,811			440,148	1,711,959	49,428	329,925	4,484,634	2041
25,000				1,032,030			370,444	1,729,008	49,923	379,848	3,158,424	2042
25,000				1,042,350			819,835	1,887,185	(90,535)	289,313	2,116,074	2043
25,000				1,052,773				1,077,773	736,772	1,026,085	1,063,301	2044
25,000				1,063,301				1,088,301	744,319	1,770,405	(0)	2045
25,000								25,000	1,825,876	3,596,281	(0)	2046
772,253	475,001	223,581	9,850,000	20,657,340	107,688	645,784	1,844,716	53,652,680				Total
Present Value of 2027-2044 MRO Payments at 5.5%				9,638,671								
Optional Redemption		Total Assessed Value, Debt Service and Developer Deposit Payments					1,844,716	Projected TID Closure				
		Unrecovered Amount ^a					0					
MRO Payment Percentage		85%										

Exhibit IV

TO

DEVELOPMENT FINANCING AGREEMENT

TAX INCREMENT PROJECT REVENUE BOND

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF MILWAUKEE, CITY OF WEST ALLIS

<u>Number</u>	<u>Rate</u>	<u>Date of</u> <u>Original Issue</u>	<u>Amount</u>
R-	[]%	March 1, 20__	Principal Amount, as defined herein

FOR VALUE RECEIVED, the City of West Allis, Milwaukee County, Wisconsin (the “City”), promises to pay to LxL Allis Yards, LLC, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount (as defined below) together with interest thereon from the date of original issue set forth above, or the most recent payment date to which interest has been paid, to the stated due dates of the principal installments of this Bond, at the rate per annum set forth above.

The “Principal Amount” of this Bond shall be a principal amount equal to the actual Project Costs incurred by the Developers (as such terms are defined in the Development Financing Agreement dated as of _____, 2024, between the City of West Allis, the Community Development Authority of the City of West Allis, and LxL Allis Yards, LLC, a Wisconsin Limited Liability Company (the “Development Financing Agreement”)) but not to exceed \$9,678,661 (D-MRO). The Principal Amount shall be determined initially as of the date of issuance of this Bond based on the Project Costs which Developers have contractually committed itself to incur. A final determination of the total Project costs and the Principal Amount of the Bond shall be made upon substantial completion of the Project as provided in the Development Financing Agreement.

For each Year (defined below), interest shall accrue on the outstanding Principal Amount of the Bond and the outstanding interest on the Bond determined as of the first day of that Bond Year. The outstanding Principal Amount of the Bond as of any date shall be reduced by the amount of any principal payments previously made on the Bond. For purposes of this Bond, “Bond Year” shall mean the one year period commencing on each _____ 1 and ending on the following _____ 30, except that the first Bond Year shall commence on the effective date of original issue of this Bond and end on _____, ____.

Assuming that the Principal Amount of the Bond is equal to the maximum Principal Amount \$20,657,340 this Bond shall be payable in installments of principal due on _____, in each of the years and amounts as follows:

<u>Year</u>	<u>Principal</u>
-------------	------------------

DRAFT

In the event that the total Project Costs incurred by Developers and therefore the final Principal Amount of the Bond is less than \$9,678,661 there shall be a reduction in the principal installments of the Bond beginning with the final maturity and then proceeding to the next preceding

maturity until the total of the principal installments on the Bond is equal to the amount of the Project Costs incurred by Developers.

Interest shall be payable on _____ 1 in each year, commencing on _____ 1, 20__ (the “Bond Payment Dates”).

This Bond has been issued to finance a project which is a part of City’s blight elimination utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This Bond is issued pursuant to a resolution adopted on _____, _____, by City’s Common Council (the “Resolution”) and the Development Financing Agreement, and is subject to the terms and conditions of said Resolution and Development Financing Agreement. This Bond does not constitute an indebtedness of City within the meaning of any constitutional or statutory limitation or provision. The principal of and interest on this Bond shall be payable solely in amounts that do not exceed available Tax Increments (as defined in the Development Financing Agreement) received by City with respect to its Tax Incremental District Number 16 (the “Revenues”). Reference is hereby made to the Development Financing Agreement for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

Revenues shall be applied first by City for the payment of Administrative Fees for the District, as set forth in the Development Financing Agreement, followed then by the payment of any principal due D-MRO).

If on any Bond Payment Date there shall be insufficient Revenues to pay the principal or interest due on this Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. Interest at the rate of [6.55%] per annum shall be paid on such unpaid amounts of principal and interest. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after October 1, [2037] and the owner of this Bond shall have no right to receive payment of such amounts.

This Bond (a) shall be prepaid on each Bond Payment Date in an amount equal to the amount by which the available Tax Increments collected by City in that Bond Year exceed the amount of principal and interest due on the Bond Payment Date and (b) is subject to prepayment in whole or from time to time in part at any time, at the option of City.

Notwithstanding any payment schedule included in this Bond, or any other provision of the Development Financing Agreement or this Bond to the contrary, the amount to be paid by City each year shall be the full amount of the available Tax Increments generated that year; and in each case, the amount (if any) by which the available Tax Increments collected that year exceed the interest due and the principal installment (as stated herein) to be paid that year, shall be regarded as a mandatory prepayment of the principal hereof.

City makes no representation or covenant, express or implied that the available Tax Increments or the Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

City's payment obligations hereunder are subject to appropriation by City's Common Council of amounts sufficient to make payments due on this Bond and are conditioned upon Developers not being delinquent in the payment of property taxes with respect to the Property.

This Bond is a special, limited revenue obligation and not a general obligation of City and is payable by City only from the source and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of City, and neither the full faith and credit nor the taxing powers of City are pledged to the payment of the principal of this Bond and no property or other asset of City, except the Revenues, are or shall be a source of payment of City's obligations hereunder.

This Bond is issued by City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

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This Bond may be transferred or assigned in whole or in part, only with the consent of City on the terms and conditions set forth in the Resolution and the Development Financing Agreement. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

Notwithstanding the foregoing paragraph, upon the request of the holder of the Bond, the holder may assign its rights to payments on the Bond in accordance with the terms and provisions of the Development Financing Agreement, provided, however in no event shall the aggregate amount of the payments made to the holder or its assigns exceed the amount of the available Tax Increment.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of West Allis, Milwaukee County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

**CITY OF WEST ALLIS
MILWAUKEE COUNTY, WISCONSIN**

(SEAL)

By _____
Mayor

By _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of West Allis, Wisconsin, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of <u>Registration</u>	Name of <u>Registered Owner</u>	Signature of <u>City Clerk</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

DRAFT

Document Number	<p align="center">INDEMNIFICATION AGREEMENT</p> <p align="center">Document Title</p>	
		<p>Recording Area</p> <hr/> <p>Name and Return Address:</p> <p>Amundsen Davis, LLC Attn: Ryan M. Spott, Esq. 111 E. Kilbourn Ave., Suite 1400 Milwaukee, WI 53202</p>
		<hr/> <p>Parcel Identification Number (PIN)</p>

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

Drafted by:
Patrick Schloss
Community Development Authority
City of West Allis

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into as of the ____ day of June, 2024, by and between: **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the "Authority"), the **CITY OF WEST ALLIS, WISCONSIN** ("City") and **Mark Higgins**, property owner of 6620 W. Mitchell, West Allis, WI 53214 (the "Developer") The Authority, the City, and the Developer are also identified together as "Parties" within this Agreement.

Recitals

WHEREAS, the Authority is the owner of certain real property in the City of West Allis, Wisconsin, identified as Lot 1 of Certified Survey Map No. 9370 (the "CSM"), recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Recording Office"), on December 2, 2021, as Document No. 11193094 as more particularly described and depicted on **Exhibit A – Authority Property**, attached hereto (the "Authority Property" or "Lot 1").

WHEREAS, Developer is the owner of certain real property in the City of West Allis, Wisconsin, that is adjacent to the Authority Property and is more particularly identified as Parcel 1 of Certified Survey Map No. 6513, recorded in the Recording Office on May 12, 1998, on Reel 4302, Image 1308-1311, as Document No. 7530958 as more particularly described and depicted on **Exhibit B – Developer Property**, attached hereto (the "Developer Property").

WHEREAS, On or about the date of this Agreement, the Authority intends to convey a portion of Lot 1 to Developer as more particularly described and depicted on **Exhibit C – Property**, attached hereto (the "Property"), and this Agreement is a material part of the conveyance and the Developer would not purchase or accept conveyance of the Property without this Agreement.

WHEREAS, As a condition of the conveyance of the Property, Developer agrees to terminate (with respect to the Developer Property) an Easement for Ingress and Egress that was recorded on October 13, 1998, on Reel 4413 Image 578-580.

WHEREAS, The Authority Property is subject to a Stormwater Easement Agreement dated August 24, 2018, and recorded in the Recording Office on August 28, 2018 as Document No. 10806830, as amended by that certain First Amendment to Stormwater Easement Agreement dated March 16, 2022, and recorded in the Recording Office on July 27, 2022 as Document No. 11269560 (together, as the same may be amended, the "Stormwater Easement Agreement"), and is also subject to a Reciprocal Easement and Operating Agreement dated December 23, 2021, recorded in the Recording Office on December 30, 2021 as Document No. 11203577, as amended by that certain First Amendment to Reciprocal Easement and Operating Agreement dated _____, 2024, and recorded in the Recording Office on _____ as Document No. _____ (together, as the same may be amended, the "REA").

WHEREAS, it is the intent of the Parties that (1) Developer not be responsible for any portion of the costs and maintenance obligations under the Stormwater Easement Agreement or the REA as a result of acquiring the Property, including repairing the Property, (2) the Authority and City shall be solely responsible for the operation and maintenance of the Stormwater Facilities (as defined in the Stormwater

Easement Agreement and the REA) without any cost or performance obligations of Developer from and after the conveyance of the Property to Developer, including repairing the property as the result of activities pursuant to the Stormwater Easement Agreement and REA, and (3) the Authority and the City will indemnify and defend Developer from and against all claims or damages arising under or resulting from any use of or construction of improvements on the Property in violation of rights of parties under the terms and conditions of the Stormwater Easement Agreement or REA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Agreement:

1. Stormwater Facilities and Related Improvements. Developer acknowledges that certain Stormwater Facilities (as defined in the Stormwater Easement Agreement and the REA) exist on the Property that convey stormwater from areas beyond the Property, which improvements are located within a recorded easement on the Property. Developer agrees not to modify, alter, damage or tamper with the proper functioning of the Stormwater Facilities, and upon reasonable advance written notice, to provide parties to the Stormwater Easement Agreement or REA routine and regular access within the Stormwater Easement Area (as defined in the Stormwater Easement Agreement and the REA) to inspect, maintain, repair and/or replace the Stormwater Facilities, provided the Stormwater Facilities at all time remain wholly located within the Stormwater Easement Area. The CDA and City shall, at their sole cost and expense and within 10 days following completion of any such access or work, restore the Property to the same or better condition that existed prior to the commencement of any such access to the Stormwater Easement Area and any inspection, maintenance, repair, and or replacement of the Stormwater Facilities.

2. Maintenance. The Developer has no obligation to perform any maintenance, repairs, replacements or improvements of the existing or future Stormwater Facilities.

3. Indemnification: The Authority and City agree to indemnify, defend, and hold harmless the Developer from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to any obligation and the exercise of any rights contained in the Stormwater Easement Agreement or the REA, including payment obligations of any kind arising out of activities undertaken pursuant to the Stormwater Easement Agreement or the REA. It is expressly agreed that the Authority, the City, and the owner of fee title to Lot 1 from time to time shall be solely responsible for all payment and performance obligations under the Stormwater Easement Agreement and the REA, notwithstanding the conveyance of the Property to the Developer. The indemnification will include, without limitation:

A. Indemnification from and defense of the Developer for (i) the construction, maintenance, repairs, and replacements of improvements in the Stormwater Easement Area, (ii) responsibility for any costs, expenses, and assessments of any kind against the Property in connection with the Stormwater Easement Agreement or REA, (iii) damage to the Property as arising from activities under the Stormwater Easement Agreement or REA that is not repaired by the parties of the recorded Stormwater Easement Agreement, REA or the Authority, including, without limitation, reimbursement to Developer for any costs and expenses of third party contractors hired by Developer to correct or replace any such damage.

B. Indemnification from and defense of all claims or damages arising under or resulting from Developer's use of the Property and construction of improvements on the Property in violation of rights of parties under the terms and conditions of the Stormwater Easement Agreement or REA or without consent of the parties thereto.

4. Term: This Agreement shall be permanent and perpetual and run with the land unless and until the Parties mutually agree to dissolve this Agreement. Termination shall be by written recordable instrument executed by the Parties hereto or their respective successors and assigns.

5. Assignment. Developer may assign this Agreement and its rights hereunder. The Authority and the City may not assign this Agreement or their respective rights hereunder. Further, upon the sale, transfer, conveyance or other change of ownership or control of Lot 1, the CDA and the City shall not be released from their obligations under this Agreement and will remain jointly and severally liable for all of the obligations under this Agreement.

6. Authority. The persons executing this Agreement represent and warrant that they have the legal authority to bind the respective party for which each signature is made and the CDA has the authority to bind and encumber the Authority Property.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9. Capitalized Terms: Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Stormwater Easement Agreement or the REA.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first written above.

Signatures on Next Page

Authority

By: _____

Name: Patrick Schloss, Executive Director

Dated: _____

STATE OF WISCONSIN)
) SS.

COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024, by Patrick Schloss, as Executive Director of the Community Development Authority of the City of West Allis.

[NOTARIAL SEAL]

Name Printed: _____

Notary Public, County of Milwaukee

My commission expires: _____

Approved as to form this _____ day.

Of _____, 2024.

Kail Decker, City Attorney

CITY OF WEST ALLIS

By: _____

Name: Dan Devine, Mayor

Dated: _____

By: _____

Name: _____, City Clerk

Dated: _____

STATE OF WISCONSIN)

) SS.

COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024, by Dan Devine, as Mayor, and _____, as City Clerk, of the City of West Allis, Wisconsin.

[NOTARIAL SEAL]

Name Printed: _____

Notary Public, County of Milwaukee

My commission expires: _____

DEVELOPER

BY: _____

Mark Higgins, owner

STATE OF WISCONSIN)

) SS.

COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024, by Mark Higgins,
owner of 6620 W. Mitchell Street.

[NOTARIAL SEAL]

Name Printed: _____

Notary Public, County of Milwaukee

My commission expires: _____

EXHIBIT A

Authority Property

[Description to be inserted]

EXHIBIT B

Developer Property

[Description to be inserted]

EXHIBIT C

Property

[Description to be inserted]

**CITY OF WEST ALLIS
RESOLUTION R-2024-0371**

**RESOLUTION PERMITTING CERTAIN EXPENDITURES UP TO \$3,750,000 TO
BE MADE WITH A ONE-HALF MILE RADIUS OF TAX INCREMENTAL
DISTRICT NO. 7 (WHITNALL SUMMIT TIF) OF THE CITY OF WEST ALLIS**

WHEREAS, costs incurred to undertake projects within territory that is located within a one-half mile radius of a tax incremental district's boundaries and within the municipality that created the district are eligible Project Costs as permitted by Wis. Stat. § 66.1105(2)(f)1.n.; and

WHEREAS, before a municipality may make or incur an expenditure for Project Costs for an area that is outside of a district's boundaries, the Joint Review Board must approve the proposed expenditure; and

WHEREAS, on June 4, 2024, the Joint Review Board approved the City's request to fund as an eligible Tax Incremental District No. 7 Project Cost the following: a \$3,750,000 development grant incentive to Land By Label Development Group for the construction of a 246-unit multi-family residential building with a project cost estimated at approximately \$72,300,000 at the southeast corner of S. 70 St. and W. Washington St. ("Project").

WHEREAS, on June 18, 2024 The Community Development Authority of the City of West Allis adopted Resolution No. 1480, to permit certain expenditures up to \$3,750,000 to be made with a one-half mile radius of Tax Incremental District No. 7 (Whitnall Summit TIF) of the City of West Allis as a development grant incentive to Land By Label Development Group for the construction of a 246-unit multi-family residential building with a project cost estimated at approximately \$72,300,000 at the southeast corner of S. 70 St. and W. Washington St.

WHEREAS, the development of the Project would not occur without the benefits noted above; and,

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis approves the request to fund the foregoing Project up to \$3,750,000 as an eligible Tax Incremental District No. 7 Project Cost.

SECTION 1: **ADOPTION** "R-2024-0371" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0371(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2024-0374**

**RESOLUTION TO APPROVE FIFTH 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)**

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. has requested a fifth amendment to the Development Agreement, hereby attached as Exhibit A to allow for the Municipal Revenue obligation associated with the Land by Label residential project to be prioritized and fall only behind Administrative costs; and,

WHEREAS, the Community Development Authority (CDA) of the City of West Allis (the “Authority”) approved the Fifth 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. 1479 approved on June 18, 2024; and,

WHEREAS, the Fifth Amendment approves the City to prioritize the Municipal Revenue Obligation associated with the Land by Label residential project to be prioritized and fall only behind Administrative costs hereby attached; 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, plans to sell the property located within Tax Increment Financing District #16, on a 4.54-acre parcel on the southeast corner of S. 70th St. and W. Washington St., 11** S. 70th St., Tax Key No. 439-9006-000, to Land by Label, LLC. Land by Label, LLC, and/or its assigns. Land by Label plans to develop the vacant brownfield site into a 5-story 246-unit market rate multi-family development, (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 Fifth Amendment to the Development Agreement between the City of West Allis and Cobalt Partners LLC, Tax Incremental District 16, within S. 70th St. Corridor (West Quarter).

1. Adopts Exhibit A – Fifth 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-2024-0374” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0374(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

EXHIBIT A

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Fifth Amendment") is made and entered into as of the ___ day of July, 2024 by and between West Quarter West, LLC ("WQW") and West Quarter East, LLC ("WQE", and collectively with WQW, the "Developer"), and the City of West Allis, a Wisconsin municipal corporation (the "City").

RECITALS

City and Developer acknowledge the following:

- A City and Developer entered into that certain Development Agreement dated as of March 22, 2019 (the "Development Agreement") for development of the Project within the District.
- City and Developer desire to amend the Development Agreement as set forth herein.
- City, pursuant to Common Council action dated July 10, 2024, has approved this Fifth Amendment and authorized the execution by the proper City officials on the City's behalf.
- Developer has approved this Fifth Amendment and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the Recitals and the promises and undertakings set forth herein, the parties do hereby amend the Development Agreement effective as of the date hereof as follows, as it relates to:

1. In Article III, Debt Service Guaranty, the term Available Funds is amended to exclude payments made towards the Developer Municipal Revenue Obligation as set forth in Paragraph 4.b. of the "Development Financing Agreement" dated the ___th day of July, 2024 between LxL Allis Yards, the City of West Allis and the Community Development Authority of the City of West Allis.

IN WITNESS WHEREOF, this Fifth Amendment is executed as of the date first above written.

□

WEST QUARTER WEST, LLC
By: Cobalt Partners, LLC,

Scott J. Yauck Member and Manager

INSERT NOTARY
STATE OF WISCONSIN)
) ss.

_____ COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named _____
and _____, the Member and Manager of West Quarter West, LLC, to me known to be the persons
who executed the foregoing agreement on behalf of West Quarter West, LLC and by its authority and
acknowledged the same.

Name:
Notary Public, State of Wisconsin
My Commission expires:

[Signatures Continue on Following Pages]



WEST QUARTER EAST, LLC
By: Cobalt Partners, LLC, Manager

By _____

Scott J. Yauck Member and Manager

INSERT NOTARY
STATE OF WISCONSIN)
) ss.

_____ COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named _____
and _____, the Member and Manager of West Quarter East, LLC, to me known to be the persons
who executed the foregoing agreement on behalf of West Quarter East, LLC and by its authority and
acknowledged the same.

Name:
Notary Public, State of Wisconsin
My Commission expires:

[Signatures Continue on Following Pages]



By CITY OF WEST ALLIS

Dan Devine, Mayor

Rebecca Grill, City Clerk

STATE OF WISCONSIN)

) ss.

_____ COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named _____ and _____, the Mayor and City Administrator/Clerk, respectively, of the City of West Allis, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority and acknowledged the same.

Name:

Notary Public, State of Wisconsin

My Commission expires:



[Signatures Continue on Following Page]

Approved as to form this _____ day of July, 2024

Kail Decker, City Attorney

Countersigned this _____ day of October 2023, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.

Jason Kaczmarek

Finance Director/Comptroller

Countersigned this __ day of July, 2024, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.

Jason Kaczmarek, Finance Director

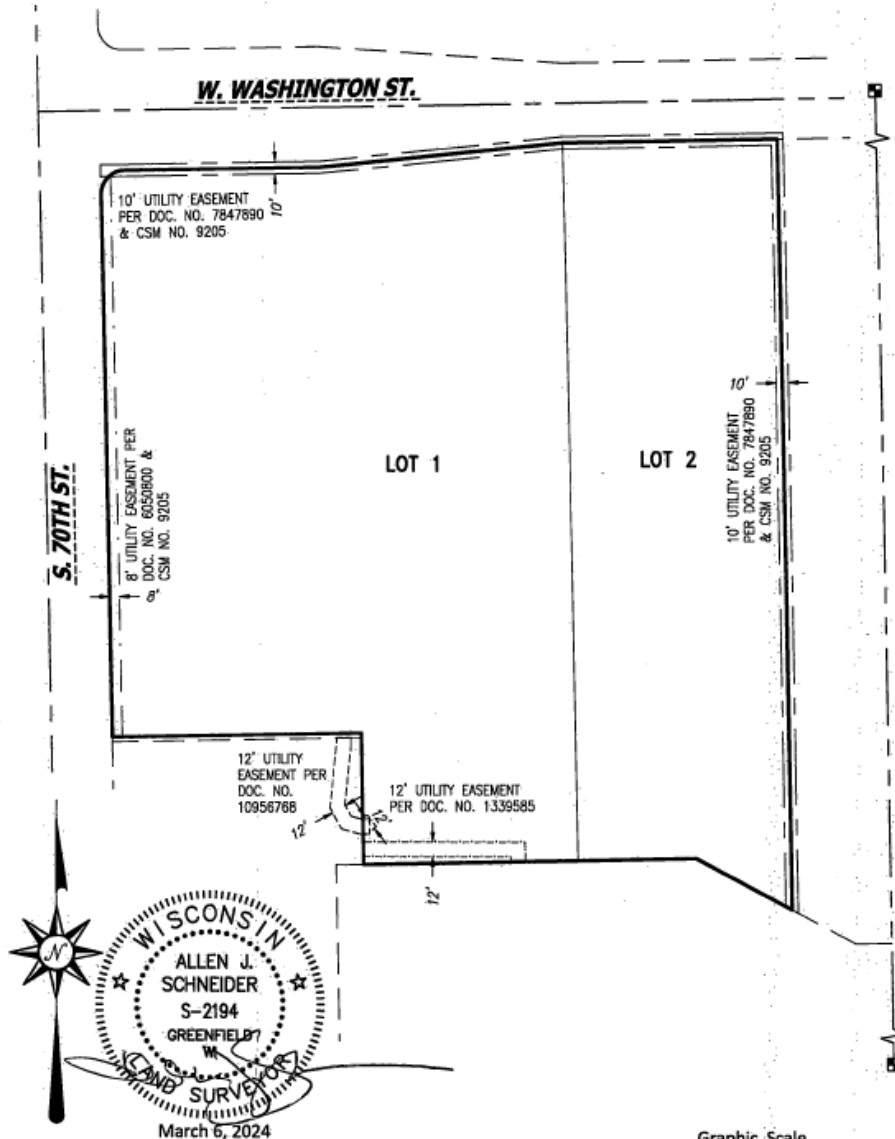


EXHIBIT A

CERTIFIED SURVEY MAP NO. 9569

A redivision of part of Lot 2 of Certified Survey Map No. 9205, being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 34, Town 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

NOTE: Easements shown for reference only.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider Drawing No. 5073.00-mem
Professional Land Surveyor S-2194 Sheet 2 of 6 Sheets

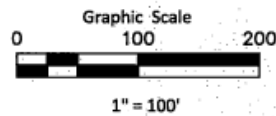


EXHIBIT B

City of West Allis, Wisconsin																			
Tax Increment District # 16 - "West Quarter Project" (70th St. Corridor)																			
Cash Flow Projection																			
Year	Tax	Investment	Personal	Assessed	Debt Service	Special	Proceeds from	Developer	Loan	State Trust Fund Loan	Fire Loan	Interest	Principal	Balance	Revenue	Prin (3/15)	Rate	Balance	Rate
	Increments	Income	Property	Value	Payment	Assessment	LT Debt	Adv. on	Dev. Incentive	Fee	Sale of	Revenues	Prin (3/15)	Rate	Revenues	Prin (3/15)	Rate	Revenues	Prin (3/15)
2018																			
2019	26,548						7,200,000												
2020	283,464						2,650,000												
2021	338,285	3,894					6,296,387												
2022	318,291	10,572					39,964												
2023	531,236						340,516												
2024	470,925						340,516												
2025	475,634						340,516												
2026	1,005,897						340,516												
2027	1,541,462						340,516												
2028	1,556,877						340,516												
2029	1,572,446						340,516												
2030	1,588,170						340,516												
2031	1,604,062						340,516												
2032	1,620,092						340,516												
2033	1,636,293						340,516												
2034	1,652,656						340,516												
2035	1,669,183						340,516												
2036	1,685,875						340,516												
2037	1,702,733						340,516												
2038	1,719,761						340,516												
2039	1,736,958						340,516												
2040	1,754,328						340,516												
2041	1,771,871						340,516												
2042	1,789,590						340,516												
2043	1,807,486						340,516												
2044	1,825,561						340,516												
2045	1,843,816						340,516												
2046																			
Total	35,529,491	34,466	155,317	492,217	1,352,499	517,240	16,146,387	181,344	2,600,000	160,000	100,000	57,248,961	6,500,000	721,321	3,350,000	1,226,535			

Notes:

1. The City of West Allis (the "Investment Agreement") has entered into an investment agreement with the City of West Allis (the "City") to provide for the City's investment in the City of West Allis (the "City"). The City of West Allis (the "Investment Agreement") has entered into an investment agreement with the City of West Allis (the "City") to provide for the City's investment in the City of West Allis (the "City").

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149. The City of West Allis (the "Investment Agreement") has entered into an investment agreement with the City of West Allis

Notes:

¹Per Article IV of the Development Agreement, Developer will pay an Assessed Value Shortfall Payment equal to the taxes that would have been paid on any difference between the Base Value (\$25,100,000) and the actual assessed value.

²Per Article III of the Development Agreement, Developer will pay a Debt Service Shortfall Payment equal to any difference between the City's payments due on the Project Loan, and any tax increments, capitalized interest amounts, or Assessed Value Shortfall Payments received.

³The City will pay the cost of streetscape improvements with advances to be recovered through special assessment levied on the benefitted property.

⁴Assessed Value Shortfall and Debt Service Shortfall Payments made by the Developer will be treated as contingent non-interest-bearing loans, repaid out of available Tax increments after all debt incurred by the City to fund the Project Loan has been fully repaid.

City of West Allis, Wisconsin

Tax Increment District # 16 - "West Quarter Project" (70th St. Corridor)

Cash Flow Projection

Year	Projected Revenues											State Trust Fund Loan			FIRE Loan			
	Tax Increments	Investment Income	Personal Property Afd	Assessed Value Shortfall Payment ¹	Debt Service Shortfall Payment ²	Special Assessment ³	Proceeds from LT Debt	Advancem ⁴	TID 7 Funded Dev. Incentive	Developer Loan Guaranty Fee	Sale of Property	Total Revenues	6,500,000 Dated Date: 02/19/19			3,350,000 Dated Date: 06/01/20		
													Prin (3/15)	Rate	Interest	Prin (12/1)	Rate	Interest
2018							7,200,000					0						
2019							2,650,000				100,000	7,300,000						
2020	26,548				62,026		6,296,387					2,738,574	205,232	4.500%	312,534			
2021	283,464				226,977					160,000		6,966,827	6,294,768	4.500%	408,787			
2022	338,285	3,894			326,571	29,366						698,116		4.500%				
2023	318,291	10,572		340,516	39,964	29,366						738,708		4.500%		2.500%		
2024	531,236			151,701	340,516	29,366		181,344	2,600,000			3,634,163		4.500%	71,422	2.500%	378,578	
2025	470,925		7,060		180,227	51,724						709,936		4.500%	143,036	2.500%	81,964	
2026	475,634		7,060		176,218	51,724						710,636		4.500%	146,611	2.500%	78,389	
2027	1,005,897		7,060			51,724						1,064,681		4.500%	150,277	2.500%	74,723	
2028	1,541,462		7,060			51,724						1,600,246		4.500%	154,034	2.500%	70,966	
2029	1,556,877		7,060			51,724						1,615,661		4.500%	157,884	2.500%	67,116	
2030	1,572,446		7,060			51,724						1,631,230		4.500%	161,832	2.500%	63,168	
2031	1,588,170		7,060			51,724						1,646,954		4.500%	165,877	2.500%	59,123	
2032	1,604,062		7,060			22,358						1,633,470		4.500%	170,024	2.500%	54,976	
2033	1,620,092		7,060			22,358						1,649,510		4.500%	174,275	2.500%	50,725	
2034	1,636,293		7,060			22,358						1,665,711		4.500%	178,632	2.500%	46,368	
2035	1,652,656		7,060									1,659,716		4.500%	183,098	2.500%	41,902	
2036	1,669,183		7,060									1,676,243		4.500%	187,675	2.500%	37,325	
2037	1,685,875		7,060									1,692,935		4.500%	192,367	2.500%	32,633	
2038	1,702,733		7,060									1,709,795		4.500%	197,176	2.500%	27,824	
2039	1,719,761		7,060									1,726,821		4.500%	202,105	2.500%	22,895	
2040	1,736,958		7,060									1,744,018		4.500%	207,158	2.500%	17,842	
2041	1,754,328		7,060									1,761,388		4.500%	212,337	2.500%	12,663	
2042	1,771,871		7,060									1,778,931		4.500%	217,643	2.500%	7,355	
2043	1,789,590		7,060									1,796,650		4.500%				
2044	1,807,486		7,060									1,814,546		4.500%				
2045	1,825,561		7,060									1,832,621		4.500%				
2046	1,843,816		7,060									1,850,876		4.500%				
Total	35,529,491	14,466	155,317	492,217	1,352,499	517,240	16,146,387	181,344	2,600,000	160,000	100,000	57,248,961	6,500,000		721,321	3,350,000	1,226,535	

EXHIBIT B
(Cont)

Expenditures														Balances			Year
TID Admin. & Other Costs	Streetscape Expense ^a	Advance Repayment ^a	Develop. Incentive	Develop. Incentive - Allis Yards	Finance Related Expense	Replacement Park Imp.	Reimburse Developer Shortfall Payments ^a	Total Expenditures	Annual	Cumulative Fund Balance	Liabilities Outstanding						
85,510								85,510	(85,510)	(85,510)		2018					
79,800			7,200,000					7,279,800	20,200	(65,310)	6,500,000	2019					
57,993			2,650,000					3,225,759	(487,185)	(552,495)	9,644,768	2020					
29,535	293,657				106,889			7,133,635	(166,808)	(719,303)	9,355,000	2021					
6,728					400			435,157	262,959	(456,344)	9,080,000	2022					
6,688					400			436,165	302,543	(153,801)	8,790,000	2023					
25,000	181,344			2,600,000				3,686,572	147,592	(6,210)	8,418,578	2024					
7,000		22,358		0				680,511	29,426	23,216	26,027,883	2025					
7,000		22,358		0				681,211	29,426	52,642	25,566,272	2026					
7,000		22,358		446,680				1,128,291	(63,610)	(10,968)	24,644,314	2027					
10,000		22,358		897,828				1,582,538	17,708	6,740	23,257,453	2028					
25,000		22,358		906,806				1,606,316	9,345	16,085	21,847,763	2029					
25,000		22,358		915,874				1,614,884	16,345	32,430	20,415,058	2030					
25,000		22,358		925,033				1,628,168	18,786	51,216	18,954,148	2031					
25,000		22,358		934,283				1,633,681	(211)	51,005	17,474,840	2032					
25,000		22,358		943,626				1,646,468	3,043	54,048	15,971,940	2033					
25,000		22,358		953,062				1,653,928	11,784	65,831	14,450,246	2034					
25,000				962,593				1,638,641	21,075	86,906	12,909,556	2035					
25,000				972,219				1,650,164	26,079	112,985	11,344,662	2036					
25,000				981,941				1,661,068	31,866	144,851	9,755,355	2037					
25,000				991,760				1,671,541	38,252	183,103	8,141,418	2038					
25,000				1,001,678		426,688		1,678,366	48,455	231,558	6,937,635	2039					
25,000				1,011,695		219,095	214,289	1,695,079	48,939	280,497	5,718,782	2040					
25,000				1,021,811			440,148	1,711,959	49,428	329,925	4,484,634	2041					
25,000				1,032,030			370,444	1,729,008	49,923	379,848	3,158,424	2042					
25,000				1,042,350			819,835	1,887,185	(90,535)	289,313	2,116,074	2043					
25,000				1,052,773				1,077,773	736,772	1,026,085	1,063,301	2044					
25,000				1,063,301				1,088,301	744,319	1,770,405	(0)	2045					
25,000								25,000	1,825,876	3,596,281	(0)	2046					
772,253	475,001	223,581	9,850,000	20,657,340	107,688	645,784	1,844,716	53,652,680				Total					
Present Value of 2027-2044 MRO Payments at 5.5%				9,618,671													
Optional Redemption		Total Assessed Value, Debt Service and Developer Deposit Payments					1,844,716	Projected TID Closure									
Unrecovered Amount ^d							0										
MRO Payment Percentage		65%															

**CITY OF WEST ALLIS
RESOLUTION R-2024-0377**

**RESOLUTION APPROVING A \$2,000,000 BROWNFIELD REVOLVING LOAN
FUND GRANT TO LXL ALLIS YARDS, LLC, FOR THE PROPERTY LOCATED
ON THE 4.54 ACRE PARCEL ON THE SOUTHEAST CORNER OF S. 70 ST. AND
W. WASHINGTON ST., 11** S. 70 ST., TAX KEY NO. 439-9006-000. (FORMER ALLIS
CHALMERS TRACTOR PLANT)**

WHEREAS, the City has identified the 4.54 acres of land consisting of the southeast corner of S. 70 St. and W. Washington St., 11** S. 70 St., Tax Key No. 439-9006-000 (“Property”) as eligible for an U.S. EPA Brownfields Revolving Loan Fund (RLF) Loan due to known environmental contamination and required cleanup; and,

WHEREAS, the LxL Allis Yards, LLC (the “Developer”) has an approved offer to purchase the Property for the development as part of a redevelopment Project and will be eligible for the RLF Loan; and,

WHEREAS, the City submitted to the U.S. EPA an eligibility letter for the Property for review and the U.S. EPA approved the Property’s eligibility on June 18, 2024; and,

WHEREAS, the City has offered a \$2,000,000 RLF to the development remediation on the Property; and,

WHEREAS, the Developer is required to fund all EPA RLF related expenses upfront, and will then be reimbursed by the City of West Allis; and,

WHEREAS, the Developer if required to provide a 20% match to the project and adhere to all necessary federal provisions.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of a loan in the amount not to exceed Two million dollars (\$2,000,000) to LxL Allis Yards, LLC, in accordance with the terms and conditions outlined in the commitment letter attached as Exhibit A attached hereto and incorporate herein by reference.

BE IT FURTHER RESOLVED that the Economic Development Executive Director or his designee, is hereby authorized and directed to enter into a Revolving Loan Contract by and between the City of West Allis and LxL Allis Yards, LLC and take any and all other actions on behalf of the City of West Allis which they deem necessary or desirable in connection with the U.S. EPA Revolving Loan Fund including, without limitation, negotiating, executing, delivering, and performing obligations in connection with the Loan.

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 any and all U.S. EPA Revolving Loan Fund Subgrant-related documents

between the Community Development Authority of the City of West Allis and the City of West Allis, and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

SECTION 1: **ADOPTION** “R-2024-0377” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0377(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



July 10, 2024

LxL Allis Yards, LLC
c/o Land by Label Development Co.
7044 South Ballpark Drive
Suite 305
Franklin, WI 53132
Attn: Ian Martin and Emily Cialdini

Dear LxL Allis Yards, LLC:

Pursuant to your application and information provided by you, the Common Council of the City of West Allis ("City") hereby agrees to make a West Allis Brownfield Revolving Loan Fund loan to LxL Allis Yards, LLC in accordance with the federal U.S. Environmental Protection Agency regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Land by Label Development Co. (entity owning the land) with offices at 7044 S. Ballpark Drive, Suite 305, Franklin, WI 53132
2. Owner. LxL Allis Yards, LLC
3. Guarantor: Land by Label Development Co.
4. Project. Loan proceeds are to be used to reimburse Borrower for costs incurred by Owner for environmental work associated with the site capping, grading and soil management. Funds will be associated with work at the following properties:
 - A. Lot 1. to the property on the southeast corner of S. 70th and W. Washington Street, 1100 S. 70th St., West Allis, WI, 53214 (Tax Key #439-9002-000). (3.75 acres)
5. Loan Amount. The loan amount shall not exceed Two Million Dollars (\$2,000,000). Disbursement of the aggregate principal will be at draw request & work performance. The loan is on a reimbursement basis. The loan will be evidenced by a note payable by the Borrower to the City.
6. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be one percent (1.00%) per annum, provided that no interest will accrue for a period of 24 months following closing and will begin accruing starting on the 25th month following closing. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18%) per annum until paid.



7. Term. The term of this loan shall be ten years (120 months) with a 25-year amortization. A balloon payment will be required upon the last payment.
8. Payments. The loan will not have principal and interest payments for a period of 24 months following closing. Principal and interest payments will be required starting on the 25th month following closing.
 - A. The loan will be required to be an automatic withdraw from the Borrower's account for payment.
9. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
10. Security. As security for the loan, the Borrower will deliver to the city:
 - A. Loan Agreement outlining the conditions of the loan including necessary environmental clean-up work to be performed for the loan funds.
 - B. A Note payable to the City of West Allis.
 - C. Corporate Guaranty from Land by Label, 7044 South Ballpark Drive, Suite 305, Franklin, WI 53132 and Personal Guaranty – Ian Martin.
 - D. A subordinate Mortgage on the Property at 1100 S. 70th St.
11. Loan Processing Fee. A non-refundable fee of Eight Thousand Dollars (\$8,000) to be paid upon acceptance and delivery of this Commitment (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
12. Maturity Date. This loan shall mature 10 years after closing.
13. Closing Date. The loan shall close following the acquisition of the properties stated above under Section 3.
14. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
15. Duns Number/Federal ID Number. Borrower must provide a Duns/Federal ID Number as proof of application by closing and provide a federal identification number to the City.
16. Match. The Borrower is required to provide a 20% match of the total loan calculated at One Hundred Thousand Dollars (\$400,000.00). The Match must come from payment of West Allis Brownfield Revolving Loan Funds eligible activities.



17. General Conditions. All of the terms and conditions contained in the attached “Federal Requirements” (Attachment A) are incorporated into this Commitment and as provided in the draft attached. City of West Allis Brownfield Revolving Loan Agreement (Attachment B)
18. Contract. The work associated with these funds must follow the attached Federal Contract documents attached as Attachment C. Borrower is responsible for compliance with all necessary federal requirements.
19. U.S. EPA. The loan is subject to approval of eligibility from U.S. EPA. Borrower must comply with all necessary U.S. EPA requirements.
20. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before July 31, 2024, along with the non-refundable loan processing fee and the written guarantee by LXL Allis Yards, LLC and Ian Martin. If not so accepted, the City shall have no further obligation hereunder.

SIGNATURES CONTINUED ON NEXT PAGE



CITY OF WEST ALLIS

By: _____
Patrick M. Schloss, Executive Director
Economic Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

BORROWER

Date: _____ By: _____

Managing Member
LXL Allis Yards, LLC

Received Acceptance and Loan Processing Fee:

By: _____
Shaun M. Mueller
Development Project Manager

Date: _____

Attachments

City of West Allis
CONTAMINATED SITE LOAN AGREEMENT FOR US EPA RLF FUNDS:
LxL Allis Yards, LLC (DRAFT) Subject EPA Eligibility

I. PARTIES

This Agreement is made effective as of July __ 2024 (the “Effective Date”), by and between the City of West Allis, a municipal corporation (“City”), with offices at 7525 W. Greenfield Ave, West Allis, Wisconsin 53214, and LxL Allis Yards, LLC, a Wisconsin limited liability company (“Borrower”), with its principal offices at 7044 S. Ballpark, Drive, Suite 305, Franklin, WI 53132.

II. RECITALS

- A. Whereas, City is the recipient of a grant to establish a Revolving Loan Fund Program (the “RLF”) from the United States Environmental Protection Agency (the “USEPA”) and is authorized to make loans pursuant to the Enabling Federal Statute (as defined below) and Cooperative Agreement (as defined below); and
- B. Whereas, on _____, _____, 2024, Borrower acquired the following parcel hereinafter referred to as the “Property” and more particularly described under **Exhibit 1 – Legal Description**: 1100 S. 70th St. , West Allis, WI, 53214 (Tax Key # 439-9002-000). (3.75 acres), West Allis, Milwaukee County, Wisconsin
- C. Whereas, the Property is a Contaminated Site (as defined below) contaminated with a combination of petroleum products and **hazardous substances in the soil, including: (i) certain volatile organic compounds (VOCs); and (ii) PAHs; and**
- D. Whereas, the CDA previously entered into, and Borrower will continue the WDNR NR 700 Voluntary Cleanup Process and certifies that the cleanup will be consistent with the National Contingency Plan requirements for a non-time critical removal action and in accordance with Chapter NR 700 Wisconsin Administrative Code; and
- E. Whereas, the Property is a Contaminated Site and Borrower has submitted to City a **Phase I Environmental Report Prepared _____ Consulting, Inc. (“_____”) dated _____ 2024; Analysis of Brownfield Cleanup Alternatives prepared by _____ dated _____ 2024; and Remedial Action Plan prepared by _____ dated _____; and**
- F. Whereas, Borrower intends to redevelop the Property; and
- G. Whereas, Borrower has made an Application (as defined below) to City for a loan to clean up the Property (the “Loan”); and
- H. Whereas, the total loan amount shall be up to \$2,000,000, as more particularly set forth in Section IV(B) below;

Commented [PS1]: Need legal

Commented [PS2]: Items will be from Phase I and Phase II, eligibility conditions

Commented [PS3R2]: Reports will be needed for Section E

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE TO THE FOLLOWING TERMS:

III. DEFINITIONS

- A. "Agreement" means this Contaminated Site Loan Agreement by and between City and Borrower. The Application described below is incorporated into this Agreement by reference.
- B. "Application" means the Contamination Cleanup Loan Application submitted to City, and all other loan documents as described below and materials submitted by Borrower to City requesting or in support of its request for the Loan.
- C. "Closing Date" is the date on which the Note (as defined below) is executed or the Effective Date, whichever date shall occur last, and the date after which eligible contamination cleanup costs may be incurred for subsequent payment from the Loan Proceeds (as defined below).
- D. "Commitment Letter" means that certain letter dated 2024, from City to Borrower.
- E. "Contaminated Site" means a site contaminated with a release of hazardous substances and petroleum products defined by both the federal CERCLA and under Section 292.01(5) Wis. Stats. as a pollutant or contaminant, presenting an imminent and substantial endangerment to the public health, welfare, or the environment.
- F. "Contractor" means a person, including the general contractor, who shall be engaged to work on or to furnish materials or supplies for the Project (as defined below).
- G. "Cooperative Agreement" means the agreement between the USEPA and City governing the administration and implementation of the Cleanup Revolving Loan Fund identified as Agreement No. BF-00E00912-0.
- H. "Cost-Share Requirement" means Borrower's required contribution of not less than twenty percent (20%) of total Eligible Project Costs as set forth in the Project Budget.
- I. "Default" means an Event of Default found in Section VIII of this Agreement, or any event that but for the passing of time or the giving of notice or both would be an Event of Default.
- J. "Due Date" means the day upon which the first Loan payment is due, as specified in the Note.
- K. "Enabling Federal Statute" means Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k).
- L. "Final Due Date" means the day upon which the final Loan payment is due, or such other due date as may be specified in the Note, or such accelerated date upon which the

Commented [PS4]: Will need to confirm which funding agreement

Commented [PS5]: Developer has a 20% cost share requirement

entire outstanding balance of principal and accrued interest then due under the Note may become due and payable as the result of an Event of Default.

M. "Loan Documents" means all of the following:

1. The Commitment Letter
2. This Agreement
3. The Note
4. The Application including all attachments
5. Guaranty, which is attached hereto as Exhibit 4 – Guaranty.
6. All other documents that evidence, secure or govern the Loan and which are required to be executed and delivered by Borrower to the City as a condition of making the initial advance under the Commitment Letter.

N. "Loan Period" means the time period from the Closing Date until the Final Due Date.

O. "Loan Proceeds" means the total principal sum of the Loan disbursed to the Borrower.

P. "Note" means the Promissory Note for the Loan from Borrower to City dated as of the Closing Date.

Q. "Payment Request" means a document submitted to City by Borrower concurrent with invoices, requesting a draw of Loan Proceeds. Invoices submitted with the Payment Request shall reflect only Eligible Project Costs.

R. "Project" means the Contaminated Site cleanup activities at the Property further described in the Remedial Action Plan (defined below), as finally approved by WDNR.

S. "Project Budget" means the approved project budget and project activities attached hereto as Exhibit 3 – Project Budget, as amended from time to time in writing by City.

T. "Project Costs" or "Eligible Project Costs" shall be defined as City-approved expenses incurred in performing and accomplishing contamination cleanup activities during the Loan Period to pay costs incurred no more than 90 days prior to the Closing Date in connection with the Project, which shall include, but are not limited to: the costs of labor, supplies, materials, program costs and services and WDNR oversight fees associated with the Project, and as described in the Project Budget of this Agreement and the Application. Eligible Project Costs shall have already been pre-approved by City and used in determining the amount of the Loan and submitted in the Application in conformance with the requirements of Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k). Eligible Project Costs shall not include:

1. Costs associated with site investigation;
 2. Cleanup Project costs incurred by Borrower more than 90 days prior to the Closing Date;
 3. Costs of Loan Application preparation, Loan Document preparation or legal review;
 4. Costs of financial management, audits or Payment Request preparation;
 5. Borrower facility, administrative, supplies, equipment or overhead costs.
- U. "Project Schedule" means the timeline submitted in the Application, Part V.
- V. "Property" means the Contaminated Site identified in item II.B, above.
- W. "Remedial Action Plan" means the documented Remedial Action Plan prepared by a ----, subject to review and approval by WDNR.
- X. "WDNR" means the Wisconsin Department of Natural Resources, a regulatory and technical assistance agency that oversees the methods, process and completion of cleanup on Contaminated Sites.

IV. LOAN TERMS AND CONDITIONS

The following terms and conditions shall apply:

- A. **Cost-Share Requirement.** Borrower shall provide a match of funds of at least 20% of the loan amount. The match amount shall be used for Eligible Project Costs.
- B. **Loan Amount.** City shall loan the Loan Proceeds to Borrower in the total aggregate amount of the lesser of: (i) the aggregate amount of all Eligible Project Costs less the Cost-Share Requirement, or (ii) \$2,000,000.
- C. **Disbursement of Loan Proceeds.** Upon receiving a Payment Request for an Eligible Project Cost, City shall disburse the Loan Proceeds to Borrower based upon the progress of the work completed and within thirty (30) days of the receipt by City of satisfactory documentation of expenditures. Payment Requests must include supporting invoices and subcontractor invoices that describe the services performed and reference the date services were performed. Invoices, when compiled with any previously submitted invoices for the same line item in the Project Budget must not exceed an amount that is 10% above the amount set forth for such line item in the Project Budget.

V. REPAYMENT, REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

- A. **Project Reporting.** Beginning on January 1, 2025 and quarterly thereafter, Borrower shall submit to City a report on the distribution of funds and the progress of the Project

Commented [PS6]: Will be determined

covered from the Closing Date through the period covered by the report. The reports must be received by City no later than the 15th of each month following the quarter.

B. **Financial Information Reporting.** Borrower agrees that it shall maintain adequate financial records with respect to the distribution of funds and the progress of the Project. Borrower shall provide the following financial reporting information to City:

1. Accounting system records that track eligible site-specific Project Costs for which Loan Proceeds have been requested or disbursed.
2. An audit or acceptable alternative audit information such as deposit slips and cancelled checks, showing the receipts and expenditures for Project Costs. Accounts and records related to the Project Costs shall be reasonably accessible to City through any authorized representatives, for the purpose of examination and audit.

C. **Other Project Information.** Borrower agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence, and other documents reasonably sufficient to evidence in proper detail the nature and propriety of the expenditures of Loan Proceeds. Borrower shall permit a representative of City at any reasonable time during normal business hours and place upon reasonable notice (but not more than once in any 12-month period) to inspect, audit and monitor the Project and related financial information. Borrower shall maintain Project and related financial information for at least seven (7) years following the completion of the Project or the completion of any litigation, claim, negotiation, audit, or other action involving those documents, disclosed to City prior to the termination of the seven (7) year period.

D. **Project Completion Information.** Borrower agrees to ensure that cleanup will be performed in accordance with the WDNR NR 700 Voluntary Cleanup Process and the Remedial Action Plan, as maybe amended or modified, subject to approval by WDNR, and agrees that it shall obtain from the WDNR and submit to City proof of cleanup completion.

VI. REPRESENTATIONS AND WARRANTIES

A. **Environmental Representations and Warranties.** Borrower represents and warrants that:

1. Borrower is the current owner of the Property but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. Section 9607, nor a responsible person as defined in Section 292.11 Wis. Stats. City has determined that the Property and Borrower are eligible for brownfield funds through letters submitted to the USEPA and WDNR, for hazardous substances and petroleum sites, respectively.
2. Borrower further represents and warrants that, to Borrower's actual knowledge:

- a. The Property satisfies the definition of a brownfield site as defined in Section 101(39) of CERCLA, 42 U.S.C. 9601(39);
 - b. The Property is not listed or, to Borrower's actual knowledge, proposed for listing on the National Priorities List of the USEPA;
 - c. The Property is not subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA) Sec. 9003(h);
 - d. Borrower did not generate or transport hazardous substances, pollutants or contaminants at or to the Property other than as approved by WDNR;
 - e. Intentionally Deleted;
 - f. Borrower did not own the property during the dispensing or disposal of petroleum products on the Property, other than as approved by WDNR;
 - g. Borrower acquired the Property on [REDACTED], 2024;
 - h. Intentionally Deleted;
 - i. Borrower did not cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property, other than as approved by WDNR;
 - j. Neither the Property nor Borrower is subject to an administrative order, court order, penalties, consent or judicial consent decree issued to or entered under CERCLA, resulting from environmental non-compliance; and
 - k. The Property is not subject to the jurisdiction, custody or control of the United States government.
3. Borrower further represents and warrants that:
- a. Borrower will not at any time in the future generate or transport hazardous substances, pollutants or contaminants at or to the Property in violation of applicable law; and
 - b. Borrower will not at any time in the future cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property in violation of applicable law.
- B. **Ownership.** Borrower will own the Property on or before the Closing Date.
- C. **Intentionally Deleted.**

VII. COVENANTS OF BORROWER

Borrower agrees that it will fully and faithfully comply with the covenants contained in this Article from the Closing Date until all of the Loan Proceeds and accrued interest have been repaid to City in the manner provided in this Agreement; and the financial and project reporting obligations owed to City pursuant to this Agreement have been completed. The reporting obligations shall include the following:

- A. **Compliance.** Borrower agrees to complete the Project in accordance with the WDNR NR 700 Voluntary Cleanup Process, the Remedial Action Plan, Application, Project Schedule and the Project Budget.
- B. **Protection of Human Health and Environment.** Borrower agrees that cleanup activities shall protect human health and the environment.
- C. **Intentionally Deleted.**
- D. **Project Inspection Rights.** Borrower agrees that City shall have the right to access the Property upon reasonable notice and at reasonable times to inspect activities relating to the Project at the City's own risk and halt such activities if necessary to enforce compliance with the terms of this Agreement.
- E. **Project Completion Notice.** Borrower agrees that it will notify City of the Project's completion as described in this Agreement.
- F. **Notice of Default.** Promptly upon any officer of Borrower obtaining actual knowledge of any Events of Default (as defined below), Borrower shall deliver to City a notice specifying the nature and period of existence of such condition or event and what action Borrower has taken, is taking and proposes to take with respect to any condition or event that constitutes an Event of Default.
- G. **Government Notices.** Borrower will deliver to City promptly after receipt copies of all notices, requests, subpoenas, inquiries or other writings received from any governmental agency concerning: any violation or alleged violation of any environmental laws; the storage, use or disposal of any environmentally regulated substances; or the violation or alleged violation of any other law, ordinance, governmental regulation, or court order, including the violation or alleged violation of Borrower's payment or nonpayment of any taxes, if the events or circumstances related thereto could reasonably be expected to have a material adverse effect on completion of the Project.
- H. **Expenses of Collection or Enforcement.** Borrower agrees that if at any time Borrower defaults on any provision of this Agreement it will pay City or its assigns (in addition to any other amounts that may be due from Borrower) an amount equal to the reasonable costs and expenses of collection or enforcement of City's claims, including reasonable attorney's fees and other legal expenses.

- I. **Erect a Sign.** Borrower agrees erect a sign on the Property, approved by City, stating that the Project is being financed in part by USEPA CRLF Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected unlawful activities.

Commented [PS7]: Important to put EPA on the fence screening or a sign is posted. They will come here to tour the site.

VIII. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- A. Default by Borrower under any of the other Loan Documents that is not cured within the applicable cure period, if any;
- B. Any representation or warranty made by Borrower hereunder proves false or misleading in any material respect when made;
- C. Use of the Loan Proceeds for purposes other than provided in this Agreement;
- D. Default by Borrower in the performance of any other term, covenant or agreement contained herein, which default is not cured within thirty (30) days of receipt of a notice of default; provided, however, if such default is not of a nature that it can be cured in thirty (30) days, then no Event of Default shall exist provided Borrower commences curing such default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure such default.
- E. Failure of Borrower to satisfy any judgment or remove any levy or other process against the assets of Borrower within thirty (30) days after the entry or levy thereof as extended during any good faith contest thereof by Borrower, or at least five (5) days prior to the time of any proposed sale under any such judgment or levy;
- F. Upon the occurrence of an Event of Default under this Section, Borrower promises to pay to City all collection and reasonable fees and expenses actually incurred by City, whether or not litigation is commenced, including, but not limited to, penalties and/or fees due under this Agreement.

IX. REMEDIES OF CITY

- A. **Rights Available.** Upon the occurrence of an Event of Default, City may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Agreement and all other remedies available to City under the Loan Documents, at law or in equity, at anytime and from time to time. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy, whether or not the indebtedness evidenced by the Note shall be due and payable and whether or not City shall have instituted any actions for the enforcement of its rights under the Note.
- B. **Secure Site.** Upon an Event of Default, Borrower shall secure the Property. The cost of securing the Property is the responsibility of Borrower. If Borrower fails to secure the Property within twenty-four (24) hours, City may, but shall not be obligated, to do so at Borrower's sole cost.

X. CERTIFICATIONS

Borrower agrees to do the following for so long as amounts remain due under the Note:

- A. **Compliance With All Laws.** Borrower shall carry out the Project activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments or for Nonprofits and Educational Institutions, 40 C.F.R. Part 31 or Part 30; the National Oil and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. §§ 276a to 276a-5 and 42

U.S.C. § 3222 as set forth in CERCLA § 104 (g); all applicable "cross-cutting requirements" described in this section, including those federal requirements agreed between the EPA and the City defined by their Cooperative Agreement No BF- 00E00912-0; MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333), the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

1. Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF Funds.

2. Refer to Exhibit 2 – Wage Decision. Borrower must utilize the attached wage decision for all work associated with the Project and all construction contracts.

- B. **Litigation.** Borrower shall promptly give notice in writing to City of any litigation pending or threatened against the Property or Borrower, as applicable, in excess of Twenty Thousand Dollars (\$20,000).
- C. **Non-Discrimination and Equal Opportunity.** Borrower agrees to comply with the statutes prohibiting discrimination on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, and other protected statuses. Borrower hereby represents that 18% of Eligible Project Costs relate to work to be performed by Small Business Enterprises, Minority Business Enterprises and /or Women-Owned Business Enterprises. Borrower shall submit a report of its efforts listed in this subsection at the request of City.
- D. **Debarment and Suspension.** Borrower certifies that Borrower and, to its knowledge, any Contractor(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter “public”) transactions;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; (ii) violation of federal or state antitrust laws; or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection 2, above;
 4. Have not within the preceding three (3) years had a public transaction terminated for cause or default; and
 5. Is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Property.
- E. **Project Work.** Borrower certifies that it will conduct the Project in accordance with the appropriate WDNR guidelines and the existing Remedial Action Plan, as may be amended or modified, subject to approved by WDNR. Based on public involvement requirements or unforeseen site circumstances, Borrower shall consult with the WDNR to determine if it is necessary to formally amend the Remedial Action Plan or Project. All changes or modifications to the Project or Remedial Action Plan shall be approved in writing by the WDNR prior to such change or modification becoming effective.
- F. **Notice of Change in Remedial Action Plan.** Borrower shall promptly report to the City in writing (i) any circumstances of which Borrower becomes aware that would be expected to require changes in the Remedial Action Plan and (ii) the discovery by Borrower of hazardous substances, pollutants or contaminants not identified in the Remedial Action Plan. The WDNR oversight staff shall approve all changes in or modifications to the Remedial Action Plan prior to such change or modification becoming effective. City will not require any changes to the Remedial Action Plan above and beyond those required by the WDNR oversight staff. Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications. In the event that unforeseen conditions are discovered during the course of the Project, City and Borrower may mutually agree to a revision of the Project Budget and Project activities (as set forth in Section XII of this Agreement) and other Project documents.
- G. **Project Start and Completion.** Borrower agrees to begin the Project within 30 days of the Closing Date and to complete the Project on or before **December 31, 2024**, subject to unavoidable delay. As used herein, the term “unavoidable delay” shall mean delays due to acts of God, fire, storm, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, pandemics, national epidemics, governmental

Commented [PS8]: TBD

restrictions or any similar cause over which Borrower is unable to exercise control. Borrower shall notify City when the Project is delayed, the reasons for any delay, the estimated time of delay, and when the Project is complete. The notice of completion shall contain certification or documentation necessary to establish the following:

1. Borrower has prepared, and the WDNR has approved, a Closure Request Report. This report shall summarize the actions taken, the resources committed, and the problems encountered in completion of the Project, if any. Borrower shall supply supplemental information as needed by City to complete a "Cleanup Closeout Report."
2. The WDNR has issued an appropriate assurance of cleanup completion letter.
3. All Loan Proceeds were expended for Eligible Project Costs.

XI. MISCELLANEOUS

- A. **Governing Law and Inconsistent Provisions.** The Loan Documents shall be construed in accordance with and governed by the laws of the State of Wisconsin except where superseded by federal statutes or regulations. Any suit or proceeding 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. Where provisions of the Application are inconsistent with provisions of this Agreement, this Agreement takes precedence over the Application.
- B. **Null and Void Covenants.** Borrower agrees that, in the event that any provision of this Agreement or any other instrument executed at closing in conjunction with this Agreement shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are now and shall hereafter be deemed separate.
- C. **Notices.** Except as otherwise expressly provided herein, all notices, payment requests, requests for changes in the Project Budget, schedule or scope of work, and other communications provided for in this Agreement shall be in writing and (i) mailed by certified mail, postage prepaid, or (ii) delivered by a recognized overnight express delivery service or (iii) provided any such communication is also sent by (ii) above within one business day thereafter, sent by facsimile to the City:

To City: City of West Allis
 7525 W. Greenfield
 Avenue West Allis, WI
 53214
 Attn: Economic Development Executive Director
 Phone: (414) 302-8460
 Facsimile: (414) 302-8401

To Borrower: LxL Allis Yards, LLC
c/o Land by Label Development Co.
7044 South Ballpark Drive
Suite 305
Franklin, WI 53132
Attn: Ian Martin and Emily Cialdini

All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mail, provided that a copy of such document shall also have been sent via facsimile or email transmission on the same day as the mailing. Without this facsimile or email transmission, notices, requests, demands or other communications shall be effective, when mailed, or electronically mailed only upon receipt.

- D. **Amendments.** Amendments, modifications, termination or waiver of any provision of any portion of this Agreement or consent to any departure by Borrower therefrom shall not be effective unless it is in writing and signed by an authorized representative of City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may not be amended unless by a written instrument signed by City and Borrower.
- E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

XII. APPROVED PROJECT BUDGET AND PROJECT ACTIVITIES

The Project activities and Project Costs shall be as set forth in the Project Budget attached hereto as Exhibit 3- Project Budget. Modifications to any such Project activities or Project Costs must be approved in writing by City; provided, however, changes to the Project Budget that do not violate the provisions of Article IV C. related to line item increases shall not require such consent.

SIGNATURES CONTINUED ON NEXT PAGE

XIII. SIGNATURES

City and Borrower, as of the Effective Date, hereby acknowledge their assent to this Agreement and agree to be bound by its terms through their signatures entered below:

BORROWER:

LxL Allis Yards, LLC

By:

By: _____

Name:

Its:

Signature Page to EPA Loan Agreement

CITY:

City of West Allis

By: _____
Patrick Schloss

Title: Economic Development
Executive Director

Approved as to form:

Date:

Kail Decker, City Attorney

Signature Page to EPA Loan Agreement

- Exhibit 1. Legal Description
- Exhibit 2. Wage Decision
- Exhibit 3. Project Budget
- Exhibit 4. Guaranty

Signature Page to EPA Loan Agreement

EXHIBIT 1

Legal Description

1-1

EXHIBIT 2

Wage Decision

[See attached]

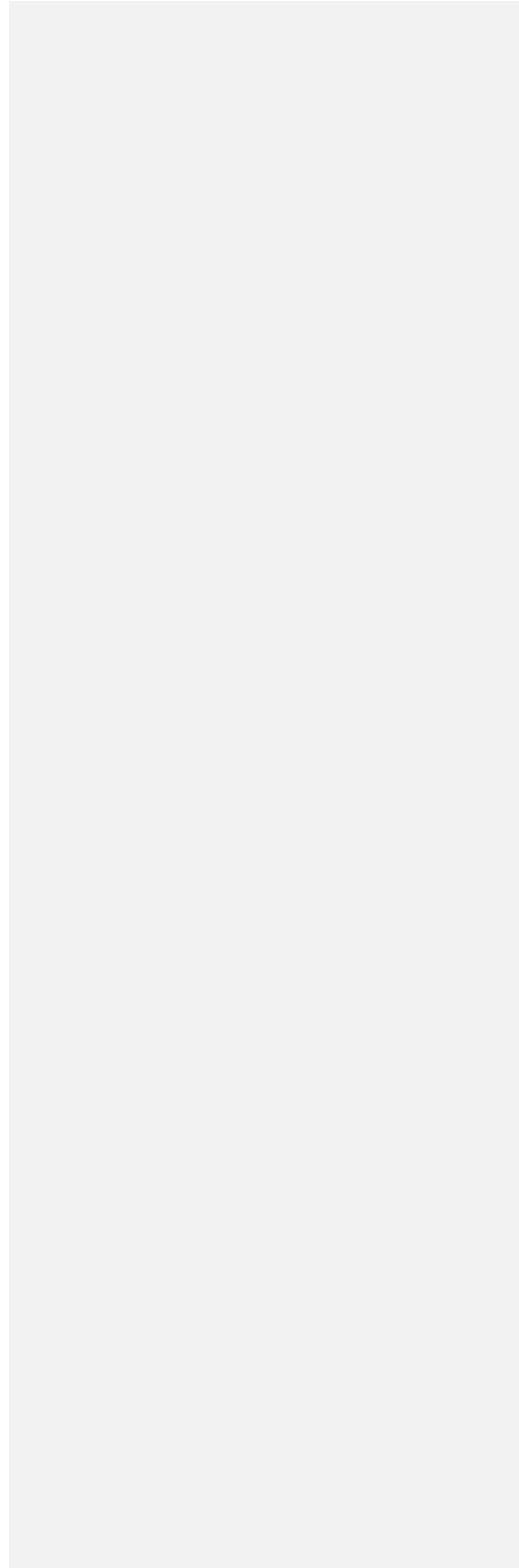


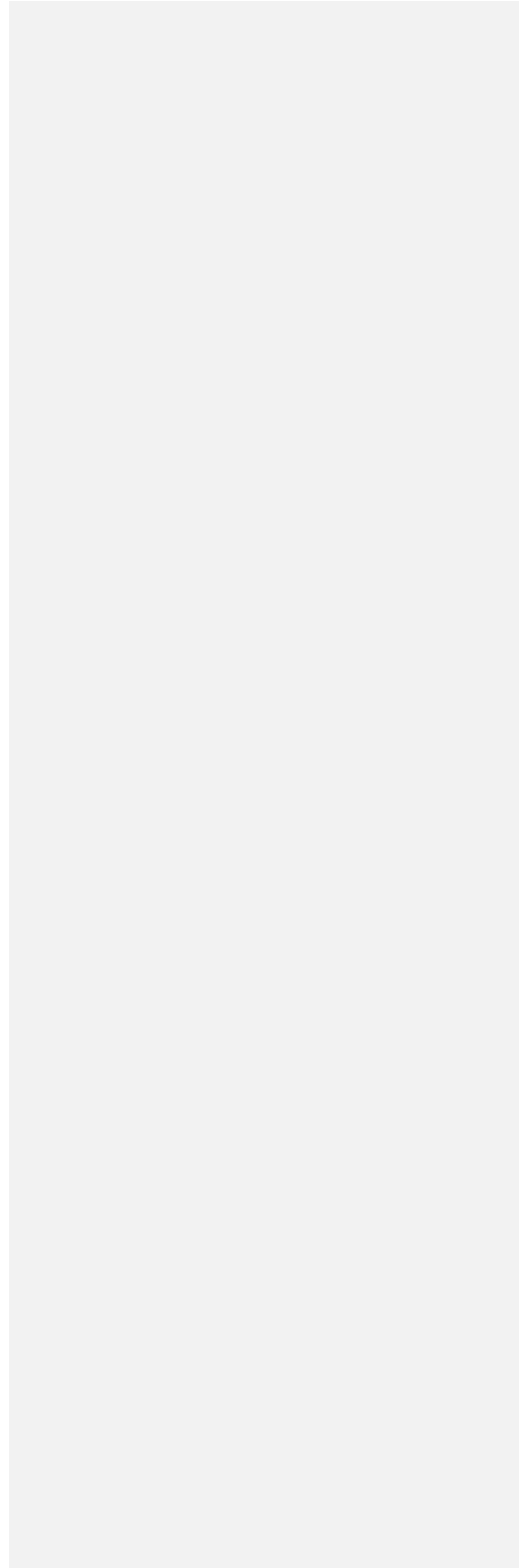
EXHIBIT 3
Project Budget

[See attached]

EXHIBIT 4

Guaranty

[See attached]



GUARANTY

In order to induce **CITY OF WEST ALLIS**, a Wisconsin municipal corporation ("**Lender**"), on this day July _____, 2024 to make a certain loan to **LXL ALLIS YARDS, LLC**, a Wisconsin limited liability company ("**Borrower**"), in the principal amount of \$2,000,000 (the "**Loan**"), as evidenced by (a) that certain Contaminated Site Loan Agreement for US EPA RLF Funds, dated of even date herewith between Borrower and Lender, as the same may be amended from time to time (the "**Loan Agreement**"); and (b) that certain Promissory Note of even date herewith in the original principal amount of \$2,000,000 (the "**Note**") issued by Borrower to the order of Lender, the undersigned ("**Guarantor**") hereby unconditionally guarantees to Lender the full and prompt performance and payment of any and all indebtedness, interest, principal, liabilities and obligations of Borrower (and any and all successors of the Borrower) to Lender with respect to the Loan in accordance with the terms of the Note, the Loan Agreement or the other Loan Documents (hereinafter collectively referred to as the "**Guaranteed Indebtedness**"), and the undersigned agrees to pay on demand all reasonable costs, expenses and attorneys' fees reasonably paid or incurred by the Lender in the enforcement of this Guaranty, whether incurred before or after judgment. Additionally, the undersigned guarantees the accuracy of, and agrees to be bound by, any and all representations and warranties in the Loan Agreement, whether such representations and warranties are made by Borrower on behalf of itself or made by Borrower on behalf of Guarantor.

All capitalized terms not otherwise defined in this Guaranty shall have the meanings given to them in the Loan Agreement.

This is a guaranty of payment and performance and not of collection. Without limiting the foregoing, the undersigned absolutely, irrevocably and unconditionally indemnifies and saves Lender harmless from and against all liabilities, suits, proceedings, actions, claims, assertions, charges, demands, delays, injuries and expenses (including reasonable attorneys' fees and disbursements, whether incurred before or after judgment) which are reasonable incurred by Lender as a result of any allegation or determination that the Guaranteed Indebtedness involves a fraudulent conveyance, transfer or obligation under federal or state law. Upon an Event of Default under the Loan Agreement that is continuing, the undersigned will, upon thirty (30) days' written demand from Lender, undertake such actions and expend such sums as may be necessary to discharge all of the Guaranteed Indebtedness.

No notice of any renewal, compromise or extension of the Guaranteed Indebtedness or of any modification in the terms of the same or of the terms of any other Loan Documents needs to be given to the undersigned who hereby consents to any such act. The undersigned hereby expressly waives presentment, demand, notice of nonpayment, protest and notice of protest on the Guaranteed Indebtedness and also acceptance of this Guaranty.

Lender is expressly authorized to forward or deliver any or all collateral for the Guaranteed Indebtedness which may at any time be placed with it by Borrower, the undersigned or any other Person for collection and remittance or for credit or to collect the same in any other manner and to renew, extend, compromise, exchange, release, surrender or modify the terms of any or all of such collateral with or without consideration, without notice to the undersigned and

without in any manner affecting the absolute liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by any failure, neglect or omission on the part of Lender to realize upon the collateral for the Guaranteed Indebtedness, nor by the taking by Lender of any other guaranty or guaranties to secure the Guaranteed Indebtedness, nor by the taking by Lender of collateral for the Guaranteed Indebtedness, nor by any act or failure to act whatsoever (except payment) which but for this provision might or could in law or in equity act to release or reduce the liabilities of the undersigned hereunder. If any payment applied by Lender to the Guaranteed Indebtedness (whether received from Borrower, the undersigned or any other Person) is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

The undersigned waives any and all surety defenses including all defenses, claims, setoffs and discharges of Borrower or any other obligor pertaining to the Note, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert against Lender any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, ultra vires acts, usury, illegality or unenforceability which may be available to Borrower with respect to the Guaranteed Indebtedness or any setoff available against Lender to Borrower, whether or not on account of a related transaction, and the undersigned expressly agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Guaranteed Indebtedness notwithstanding provisions of Wisconsin law that may prevent Lender from enforcing such deficiency against Borrower. The liability of the undersigned shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of or other similar event or proceeding affecting Borrower or any of its assets. The undersigned will not assert against Lender any claim, defense or setoff available to the undersigned against Borrower.

The undersigned acknowledges that this Guaranty is in effect and binding as to it and agrees that possession of this Guaranty by Lender shall be conclusive evidence of due delivery hereof and further agrees that as to it, it shall continue in full force and effect notwithstanding the death or release of any other guarantor.

Until such time as the Guaranteed Indebtedness is paid and performed in full, the undersigned irrevocably and absolutely waives all rights of reimbursement, subrogation, indemnification or similar rights against Borrower with respect to this Guaranty, whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that the undersigned are not deemed a "creditor" (as defined in Section 101 of the Federal Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the Federal Bankruptcy Code.

The undersigned hereby represents and warrants to Lender: (i) the undersigned has filed all federal, state and other income and other tax returns required to be filed, which returns properly reflect taxes owed by the undersigned for the period covered thereby and the undersigned has paid or made appropriate provisions for the payment of all taxes which may become due pursuant to said returns and for the payment of all present installments of any assessments, fees and other governmental charges upon the undersigned or upon any of its property, except for such returns which the failure to file, and such taxes which the failure to pay, would not have a material adverse effect on the business, properties, assets, operations or condition (financial or otherwise) of the undersigned; and (ii) there are no actions, suits or proceedings pending or, to the actual knowledge of the undersigned, threatened against or affecting the undersigned, which, if determined adversely to the undersigned, would have a material adverse effect on the condition of the undersigned or on the ability of the undersigned to perform its obligations under this Guaranty and the other Loan Documents.

The undersigned covenants to file all tax returns and reports which are required by law to be filed by the undersigned and will pay before they become delinquent, all taxes, assessments and governmental charges and levies imposed upon the undersigned or its property.

The undersigned is presently informed of the financial condition of Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment or performance of the Guaranteed Indebtedness.

If any demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the Guaranteed Indebtedness and if Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, provided any such settlement or compromise is undertaken in good faith, then the undersigned will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by Lender.

It is agreed that Guarantor's liability is independent of any other guaranties at any time in effect with respect to all or any part of the Guaranteed Indebtedness, and Guarantor's liability hereunder may be enforced regardless of the existence of any such other guaranties.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Lender.

If this Guaranty is executed by more than one signer, then all agreements and obligations herein shall be joint and several as to each signer and shall be fully binding upon and enforceable against any and all such signers.

Any notice or other communication to the other party in connection with this Agreement shall be in writing and shall be sent in accordance with the provisions of the Loan Agreement, or with respect to Guarantor, in accordance with the provisions of the Loan Agreement at the address set forth on the signature page to this Guaranty, or to such other address as Guarantor may request by like notice.

The liability of the undersigned for repayment of the Loan shall terminate on the first date that both of the following have occurred: (a) all amounts due under the Loan prior to the Maturity Date have been paid in full; and (b) all principal payments due under the Note on the Maturity Date have been paid in full.

AT THE OPTION OF LENDER, THIS GUARANTY MAY BE ENFORCED IN ANY FEDERAL COURT OR WISCONSIN STATE COURT SITTING IN MILWAUKEE COUNTY, WISCONSIN, AND GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTY, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE

GUARANTOR AND LENDER HEREBY EACH WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GUARANTOR AND LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

This Guaranty, effective as of the date first set forth above, shall be construed and interpreted in accordance with and governed by the laws of the State of Wisconsin in which state it shall be performed by the undersigned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of
the ____ day of July _____, 2024.

LxL Allis Yards, LLC

Name: Ian Martin

Its: Manager

State of Wisconsin)
) ss.
Milwaukee County)

Per LxL Allis Yards, LLC came before me this _____ day of, 2024 the above-named
_____, Manager of LxL Allis Yards, LLC, to me known to be the person
who executed the foregoing instrument and acknowledged same on behalf of such
company.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____
My Commission: _____

Signature Page to Guaranty

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

US EPA



Community Development Division
City of West Allis

7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 302-8460

SECTION 1 INTRODUCTION

- 1. Minority Business Participation**
- 2. Code of Conduct**
- 3. Record Retention**
- 4. Contract Provisions**
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SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

- 1. Equal Opportunity**
- 2. EEO Officer**
- 3. Dissemination of EEO Policy**
- 4. Recruitment of Employees**
- 5. Selection of SubCONTRACTORS, Procurement of Materials and Leasing of Equipment**
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- 1. Regulations**
- 2. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion**
- 3. Instructions for Certification Lower Tier Covered Transactions**
- 4. Payment of Prevailing Wages**
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- 6. Conformance Rates**
- 7. Payment of Fringe Benefits**
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- 10. Withholding Payments**
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SECTION 4 ATTACHMENTS

- 1. Minority and Women's Business Goals**
- 2. Minority and Women's Business Compliance Report**
- 3. Federal Labor Provisions- HUD FORM 4010**
- 4. Equal Employment Opportunity Poster**
- 5. Intentionally Deleted**
- 6. Notice to All Employees of Federally Assisted Projects**
- 7. Wage Decision**
- 8. Prevailing Wage Payroll Format**
- 9. Health and Safety Poster**

1. MINORITY BUSINESS PARTICIPATION:

On each federally funded project, the CONTRACTOR is required to maintain documentation supporting their best efforts to achieve the MBE/WBE participation. Only those businesses duly registered on Wisconsin Department of Commerce Minority and Women's Business Directory may be counted toward the goal. The directory is available at www.commerce.state.wi.us/php/mbe-od/alpha_result_page.php or http://commerce.wi.gov/php/WBE/wbe_od_start.php/name.

The goals are provided under **Section 5 – Attachment 1**.

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (24 CFR Part 85.36(e)).

Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation of small and minority businesses and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Wisconsin Department of Commerce; and
- F. Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps stated above A-E.

The reporting charts under Section 5- Item 2 will require completion to document minority firms and women enterprises were provided the opportunity to bid or provide services under this Contract bid.

2. CODE OF CONDUCT: 24 CFR 84.42

The contract utilizing all or part grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

3. RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

4. CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, the CONTRACTOR must adhere to **Federal Labor Provisions- HUD FORM 4010 under Section 5 – Attachment 3**.

Required Contract Provisions Federally Assisted Construction Contracts:

Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where CONTRACTORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

If this contract is in excess of \$25,000, the contract provides provision for termination including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CONTRACTOR.

If the contract is in excess of \$100,000, the contract requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the City, HUD and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the CONTRACTOR's own organization and with the assistance of workers under the CONTRACTOR's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

5. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts, which exceed \$100,000 – 49 CFR 20)

The CONTRACTOR certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees that by submitting a bid or proposal that they require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters, which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

6. ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access the CONTRACTOR's pertinent books, documents, papers or other records which are pertinent to the grant and/or project in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

1. Equal Employment Opportunity Regulations

Since this project will be financed all or in part with Community Development Block Grant funds, the CONTRACTOR and any subcontractors shall be required to meet all regulations of the Federal Government and the HUD in regard to equal opportunity and employment practices. The award of this contract will not be made until the successful bidder has demonstrated ability to comply with all these regulations as required by the HUD. The apparent low bidder will be required to show compliance with federal regulations. **See Equal Employment Opportunity Poster under Section 5- Attachment 5 for required posting at all work sites.**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

The CONTRACTOR will include the portion of the following provisions of Paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Orders 11375 and 13279, as supplemented in Department of Labor regulations (41 CFR Part 60), so that such provisions will be binding upon each subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Equal employment opportunity (EEO) requirements are not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the CONTRACTOR's project activities under this contract. The Equal Opportunity Construction CONTRACTOR Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the CONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO.

The CONTRACTOR will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex, age or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex orientation, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to pose in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex, age, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising that said labor union or workers' representatives of CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 dated December 12, 2002, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 13279 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include provisions of Paragraph A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- H. No person in the United States shall, on the ground race, color, sex orientation, religion, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

2. CONTRACTOR EEO OFFICER:

The CONTRACTOR will designate and make known to the City of West Allis the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

3. DISSEMINATION OF POLICY:

All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority employees.

Notices and posters identifying the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. RECRUITMENT OF EMPLOYEES:

When advertising for employees, the CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONTRACTOR for employment consideration.

In the event the CONTRACTOR has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

The CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subCONTRACTORS, including procurement of materials and leases of equipment.

The CONTRACTOR shall notify all potential subCONTRACTORS and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subCONTRACTORS or subCONTRACTORS with meaningful minority group and female representation among their employees.

The CONTRACTOR will use his best efforts to ensure subCONTRACTOR compliance with their EEO obligations.

6. EEO RECORDS AND REPORTS:

The CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of five years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the CONTRACTOR shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

7. NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this contract. The CONTRACTOR further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

8. FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the CONTRACTOR to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The CONTRACTOR or subCONTRACTOR shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subCONTRACTOR fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

9. Intentionally Deleted

10. OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For this federally assisted construction contract, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all CONTRACTORS and subCONTRACTORS holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the CONTRACTOR/bidder of

the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction CONTRACTOR must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

11. Compliance with Rehabilitation Action of 1973

- A. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Pursuant to Section 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§793 and 794); Definition: "Individual with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment, as provided in 29 U.S.C. §706(8)(B). For purposes of employment, this term does not include: Any individual who is currently engaging in the illegal use of drugs, as provided in 29 U.S.C. §706(8)(C), or any individual who is an alcoholic whose current use of alcohol prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol abuse, would constitute a direct threat to property or the safety of others, as provided in 29 U.S.C. §706(8)(C)(v); or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job (as provided in 29 U.S.C. §706(8)(D)).
1. The CONTRACTOR will not discriminate against any employee because of disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
 2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations a relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the

contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 Federal Labor Standards Regulations

Any and all CONTRACTORS, subcontractors, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

The attached **Notice to All Employees Poster on Federally Assisted Projects** must be posted on the worksite during the entirety of the project. **See Section 5- Attachment 6.**

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. **Wage Decision attached under Section 5 – Attachment 7.**
3. Contract Work Hours and Safety Standards Act
4. Copeland Act (Anti-Kickback Act)
5. Fair Labor Standards Act
6. **Payroll Format attached under Section 5 – Attachment 8**

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the contract is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The CONTRACTOR shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the CONTRACTOR to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The CONTRACTOR shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The CONTRACTOR further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The City covered transaction will rely upon a certification of a CONTRACTOR in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List), which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the CONTRACTOR and subCONTRACTOR providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier subCONTRACTOR shall provide immediate written notice to the person to which this proposal is submitted if at any time the subCONTRACTOR learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR and subCONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The CONTRACTOR and subCONTRACTOR further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A CONTRACTOR in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The CONTRACTOR and subCONTRACTOR certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the CONTRACTOR and subCONTRACTOR are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or its subCONTRACTORS and such laborers and mechanics. The wage determination shall be posted at all times by the CONTRACTOR and its subCONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

4. PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other

persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

The CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

5. CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the CONTRACTOR or subCONTRACTOR, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the CONTRACTOR or subCONTRACTORS, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

6. PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR or subCONTRACTORS, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the CONTRACTOR or subCONTRACTOR does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met.

7. APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered

with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR or subCONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the CONTRACTOR's or subCONTRACTOR's registered program should be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a

State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR or subCONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

8. OVERTIME REQUIREMENTS:

No CONTRACTOR or subCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

9. WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the CONTRACTOR or subCONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime CONTRACTOR, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the CONTRACTOR or any subCONTRACTOR the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the CONTRACTOR and any subCONTRACTOR responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such CONTRACTOR and subCONTRACTOR shall be liable to the United States for liquidated damages.

11. STATEMENTS AND PAYROLLS:

Applicable to all Federally assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The CONTRACTOR shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR and each subCONTRACTOR during the course of the work and preserved for a period of 5 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the CONTRACTOR and subCONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subCONTRACTORS employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each CONTRACTOR and subCONTRACTOR shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subCONTRACTORS.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subCONTRACTOR or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance”.

Attachment # 1

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and subcontracts in excess of \$10,000 (EO 11246). All hours of work (federal and nonfederal) in each trade, regardless of the location of work, are subject to these goals.

- A. Goals for Women: 6.9%
- B. Goals for Minorities: 8.0%

Attachment # 2

Project No.: _____

Project Title: _____

Contract for: _____ Amount: \$ _____

MBE CONTACTS

(At least three minority business enterprises are to be contacted for each subcontract)

MBE/WBE Firm Name and Address	Reason for Acceptance or Rejection	Dollar Amount
		\$
		\$
		\$
		\$
		\$
		\$
Total Dollar Amount to be expended for Minority Business Enterprises		\$

I/We, _____, hereby indicate that the above mentioned
(Firm Name)
minority contractors were contacted and contractors accepted or rejected as indicated.

Date: _____

Signature of Authorized Representative

Approved by: _____

ATTACHMENT #3

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men

performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- | | |
|--|--|
| ■ In the sale or rental of housing or residential lots | ■ In the provision of real estate brokerage services |
| ■ In advertising the sale or rental of housing | ■ In the appraisal of housing |
| ■ In the financing of housing | ■ Blockbusting is also illegal |

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410



NOTICE

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS*

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits *polygraph* (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to \$10,000 against violators. Employees or job applicants may also bring their own court actions.

ADDITIONAL INFORMATION

Additional information may be obtained, and complaints of violations may be filed, at local offices of the Wage and Hour Division. To locate your nearest Wage-Hour office, telephone our toll-free information and help line at 1 - 866 - 4USWAGE (1 - 866 - 487 - 9243). A customer service representative is available to assist you with referral information from 8am to 5 pm in your time zone; or if you have access to the internet, you may log onto our Home page at www.wagehour.dol.gov.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

**The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.*

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1462
June 2003



City of West Allis
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214

Project Name/Address: _____

ANTI-LOBBYING CERTIFICATE

Certification for contracts, grants, loans and cooperative agreements funded with CDBG or HOME dollars

The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., and 18 P.C.S. § 4904 (pertaining to unsworn falsification to authorities) apply to this certification and disclosure.

Company Name: _____

Company Officer: _____
(Print Name and Title)

(Signature)

(Date)

ATTACHMENT #6

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects



MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

	
7525 West Greenfield Avenue West Allis, Wisconsin 53214 Phone 414/382-8468 Fax 414/382-8401	Department of Development Patrick Schloss Contracting Officer Manager pschloss@ci.west-allis.wi.us http://www.ci.west-allis.wi.us

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**



Attachment #7

WAGE DECISION



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(g). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding work." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies requiring this information review the information to determine that employers have timely legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collector, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

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Wage/Fringe Benefit Certification
(To Be Completed by Contractor/Subcontractors Prior to Contract Award.)

GRANTEE:	GRANT:	PROJECT:		
This is to certify that _____ plans to use the following classifications of workers on the above referenced project:				
From Applicable Wage Decision				Total Package to be paid by Contractor
Classification	Base Wage Due	Fringe Benefits Due	Total Package Due	
Certified by: _____				Title: _____
(Must be Certified by Owner or Chief Financial Officer)				Date: _____

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

INSTRUCTION FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employee as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, address, and Social Security number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 8 hours per day and 40 hours in a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

Fringe Benefits - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in the amounts not less than were determined in the applicable wage decisions of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63,000/120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filing out paragraph 4 of the statement.

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the
(Contractor or Subcontractor)
_____ that during the payroll commencing on the
(Building or work)

_____ day of _____ and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat., 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks

Name and Title	Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

SAFETY AND HEALTH PROTECTION ON THE JOB

INTRODUCTION:

The intent of the Indiana Occupational Safety and Health Act of 1974, Indiana Code 22-8-1.1, is to assure, so far as possible, safe and healthful working conditions for the workers in the State.

The Indiana Department of Labor has primary responsibility for administering and enforcing the Act and the safety and health standards promulgated under its provisions.

Requirements of the Act include the following:

EMPLOYERS:

Each employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Act further requires that employers comply with the Occupational Safety and Health Standards, Rules and Regulations.

EMPLOYEES:

All employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued under the Act which are applicable to their own actions and conduct.

INSPECTION:

The Act requires that an opportunity be provided for employees and their representatives to bring possible safety and health violations to the attention of the Department of Labor inspector in order to aid the inspection. This requirement may be fulfilled by allowing a representative of the employees and a representative of the employer to accompany the inspector during inspection. Where there is no employee representative, the inspector shall consult with a reasonable number of employees.

COMPLAINT:

Employees have the right to file a complaint with the Department of Labor. There shall be an inspection where reasonable grounds exist for the Department of Labor to believe there may be a hazard. Unless permission is given by the employees complaining to release their names, they will be withheld from the employer. Telephone Number (317) 232-2693.

The Act provides that no employer shall discharge, suspend or otherwise discriminate in terms of conditions of employment against any employees for their failure or refusal to engage in unsafe practices or for filing a complaint, testifying or otherwise acting to exercise their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with the Department of Labor within 30 days of the alleged discrimination. Please note that extensions of the 30-day filing requirement may be granted under certain special circumstances, such as where the employer has concealed, or misled the employee regarding the grounds for discharge. However, a grievance-arbitration proceeding which is pending would not be considered justification for an extension of the 30-day filing period. The Commissioner of Labor shall investigate said complaint and upon finding discrimination in violation of the Act, shall order the employer to provide necessary relief to the employees. This relief may include rehiring, reinstatement to the job with back pay, and restoration of seniority.

All employees are also afforded protection from discrimination under Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the alleged discrimination.

VIOLATION NOTICE:

When an alleged violation of any provision of the Act has occurred, the Department of Labor shall promptly issue a written order to the employer, who shall be required to post it prominently at or near the place where the alleged violation occurred until it is made safe and required safeguards are provided or 3 days, whichever is longer.

PROPOSED PENALTIES:

The Act provides for CIVIL penalties of not more than \$7,000 for each serious violation and for CIVIL penalties of up to \$7,000 for each non-serious violation. Any employer who fails to correct a violation within the prescribed abatement period may be assessed a CIVIL penalty of not more than \$7,000 for each day beyond the abatement date during which such violation continues. Also, any employer who knowingly or repeatedly violates the Act may be assessed CIVIL penalties of not more than \$70,000 for each violation. A minimum penalty of \$5,000 may be imposed for each knowing violation. A violation of posting requirements can bring a penalty of up to \$7,000.

VOLUNTARY ACTIVITY:

The Act encourages efforts by labor and management, before the Department of Labor inspections, to reduce injuries and illnesses arising out of employment.

The Act encourages employers and employees to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries.

Such cooperative action would initially focus on the identification and elimination of hazards that could cause death, injury, or illness to employees and supervisors.

The Act provides a consultation service to assist in voluntary compliance and give recommendations for the abatement of cited violations. This service is available upon a written request from the employer to the Bureau of Safety Education and Training (BuSET). Telephone Number (317) 232-2688.

COVERAGE:

The Act does not cover those hired for domestic service in or about a private home and those covered by a federal agency. Those exempted from the Act's coverage include employees in maritime services, who are covered by U.S. Department of Labor, and employees in atomic energy activities who are covered by the Atomic Energy Commission.

NOTE:

Under a plan approved March 6, 1974, by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the State of Indiana is providing job safety and health protection for workers throughout the State. OSHA will monitor the operation of this plan to assure that continued approval is merited. Any person may make a complaint regarding the State administration of this plan directly to the OSHA Regional Office. Regional Administrator, Region V, U.S. Department of Labor, Occupational Safety and Health Administration, 230 South Dearborn Street, Chicago, Illinois 60604, Telephone Number (312) 353-2220.

MORE INFORMATION:

INDIANA DEPARTMENT OF LABOR
402 West Washington Street, Room W195
Indianapolis, Indiana 46204
Telephone: (317) 232-2655
TTY/Voice: 1-800-743-3333
Fax: (317) 233-3790
Internet: <http://www.state.in.us/dol>

Lori Torres

Lori Torres
Commissioner of Labor

EMPLOYERS: This poster must be displayed prominently in the workplace.



Superseded General Decision Number: WI20230015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/10/2024
6	05/24/2024
7	06/21/2024

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under		
25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.18	25.88

BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 47.10	25.16

BRWI0002-005 06/01/2023

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.97	25.02

BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.50	26.96

BRWI0006-002 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.08	25.98

BRWI0007-002 06/01/2023

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.95	26.80

BRWI0008-002 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

BRWI0009-001 06/01/2023

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0011-002 06/01/2023

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0013-002 06/01/2023

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

BRWI0019-002 06/01/2023

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.32	26.74

BRWI0021-002 06/01/2023

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.49	27.24

BRWI0034-002 06/01/2023		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/05/2023		

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/05/2023		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2023

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0955-002 06/05/2023

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIIVER.....	\$ 39.43	27.02

CARP1056-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	27.77

CARP1074-002 06/05/2023

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIIVER.....	\$ 39.43	27.02

CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIIVER.....	\$ 39.43	27.02

CARP1146-002 06/05/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIIVER.....	\$ 39.43	27.02

CARP2337-009 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.22	34.01

CARP2337-010 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 39.31	32.21

* ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

* ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
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Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
West of a line 6 miles West of the West boundary of Oconto
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/28/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 47.75	26.72

ELEC0494-006 05/28/2023		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.40	23.90

ELEC0494-013 05/28/2023		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.65	18.36
Technician.....	\$ 34.65	18.36

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2023

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton,

and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.94	29.50%+10.00

ELEC0890-003 06/01/2023		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.25	25.95%+11.63

ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.21	24.05
Group 2.....	\$ 49.71	24.05
Group 3.....	\$ 49.21	24.05
Group 4.....	\$ 48.37	24.05
Group 5.....	\$ 44.39	24.05
Group 6.....	\$ 39.24	24.05

HAZARDOUS WASTE PREMIUMS:
 EPA Level ""A"" Protection: \$3.00 per hour
 EPA Level ""B"" Protection: \$2.00 per hour
 EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

IRON0512-021 04/30/2023		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.00

* LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

* LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01

Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.52	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

* LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

* LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

PAIN0108-002 06/01/2023		

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 41.04	21.95
Spray & Sandblast.....	\$ 42.04	21.95

PAIN0259-002 05/01/2008		

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
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PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Painters:

Bridge.....	\$ 39.84	24.86
Brush.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates	Fringes
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PAINTER

Brush.....	\$ 35.00	20.62
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates	Fringes
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PAINTER.....	\$ 35.00	20.62
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates	Fringes
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Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates	Fringes
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Painters:.....	\$ 26.71	14.38
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PLAS0599-002 06/01/2023

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49
Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

 PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

 PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

 PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

 PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.82	20.12

* PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

PLUM0118-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 50.50	25.47

* PLUM0400-003 05/31/2024

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84

PLUM0434-002 05/28/2023

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.89	22.73

* PLUM0601-003 06/03/2024

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19

* PLUM0601-009 06/03/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 37.72	27.41

* SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER.....	\$ 16.52 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**CITY OF WEST ALLIS
RESOLUTION R-2024-0380**

RESOLUTION AUTHORIZING THE SUBMITTAL OF A WISCONSIN READY FOR REUSE LOAN APPLICATION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE ALLIS YARDS RESIDENTIAL REDEVELOPMENT FOR THE PROPERTY LOCATED ON THE 4.54 ACRE PARCEL ON THE SOUTHEAST CORNER OF S. 70TH ST. AND W. WASHINGTON ST., 11 S. 70TH ST., TAX KEY NO. 439-9006-000. (FORMER ALLIS CHALMERS TRACTOR PLANT) IN THE CITY OF WEST ALLIS, BY THE CITY OF WEST ALLIS, AND THE SUBSEQUENT APPROPRIATION OF CITY OF WEST ALLIS FUNDS TO HELP SECURE THE WISCONSIN READY FOR REUSE LOAN.**

WHEREAS, the City of West Allis recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of West Allis has declared its intent to partner with Land By Label LLC as developer ("Land By Label") to complete the Ready for Reuse Loan activities described in the application if awarded funds; and

WHEREAS, the City of West Allis and Land By Label will maintain records documenting all expenditures made during the Ready for Reuse Loan period; and

WHEREAS, the City of West Allis and Land By Label will allow employees from the Department of Natural Resources access to inspect the loan site or facility and grant records; and

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis hereby authorizes the submittal of a Wisconsin Ready for Reuse loan application to the Wisconsin Department of Natural Resources for the Allis Yards Residential Redevelopment for the property located on the 4.54 acre parcel on the southeast corner of S. 70 St. and W. Washington St., 11** S. 70th St., Tax Key No. 439-9006-000. (Former Allis Chalmers Tractor Plant) by the City of West Allis, and the subsequent appropriation of City of West Allis funds to help secure the Wisconsin Ready for Reuse Loan.

BE IT FURTHER RESOLVED that The City of West Allis requests funds and assistance available from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with state rules for the program; and

BE IT FURTHER RESOLVED that the Economic Development Executive Director and Finance Director of the City of West Allis and/or their designees, are hereby authorized and directed to enter to take any and all other actions on behalf of the City of West Allis which they deem necessary or desirable in connection with the Ready for Reuse Application including, without limitation, negotiating, executing, delivering, and performing obligations in connection with the Ready for Reuse funding.

EXHIBIT A

The land referred to in this Commitment is described as follows:

Parcel A:

Lot 1 of Certified Survey Map 9569 recorded in the Milwaukee County Register of Deeds office on April 9, 2024, as Document No. 11411446, being a redivision of part of Lot 2 of Certified Survey Map No. 9205, being part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Parcel B:

Non-exclusive easement for the benefit of Parcel A reserved in Warranty Deed dated June 4, 1986 and recorded on June 24, 1986, on Reel 1904, Image 1258, as Document No. 5928957 as modified by Document No. 5928960 and by Document No. 6035719 and amended by Amendment to Easement Agreement dated November 9, 2020 and recorded on July 12, 2021, as Document No. 11137147 for ingress and egress as provided for therein.

Parcel C:

Storm Water and Sanitary Sewer Easement for the benefit of Parcel A as contained in a Storm Water and Sanitary Sewer Easement Agreement dated September 27, 2021 and recorded on September 27, 2021, as Document No. 11168143.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0383**

**RESOLUTION APPROVING THE TERMS & CONDITIONS FOR AN ECONOMIC
DEVELOPMENT LOAN TO K&K BARISTA LLC, UNDER THE NATIONAL
AVENUE COMMERCIAL CORRIDOR INSTORE FORGIVABLE LOAN
PROGRAM IN AN AMOUNT UP TO \$15,000**

WHEREAS, Kamisha and Kenneth Maebane, owners of K&K Barista LLC, has applied for a loan from the City of West Allis in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000), under the National Avenue Commercial Corridor InStore Forgivable Loan Program, for equipment to open a coffee shop at 1417 S. 70th St., West Allis; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Kamisha and Kenneth Maebane, owners of K&K Barista LLC, and has determined that the Project is eligible for funding under the National Avenue Commercial Corridor InStore Forgivable Loan Program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of a National Avenue Commercial Corridor InStore Forgivable Loan for the purpose of completing the Project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an Economic Development Loan to K&K Barista LLC, located at 1417 S. 70th St. under the National Avenue Commercial Corridor InStore Forgivable Loan Program in an amount up to \$15,000 as outlined in Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

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

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

BE IT FURTHER RESOLVED that the Economic Development Executive Director is authorized to modify the terms of the loan agreement or documents if within the original intent

of the loan or will help the business to achieve the goals of the loan.

BE IT FURTHER RESOLVED that this loan is funded by the Community Development Block Grant Program.

SECTION 1: **ADOPTION** “R-2024-0383” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0383(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

July 2020



Kenneth Kane Kaisha Kane
KOK Capital
1000 S 10th St
West Allis WI 53227

Dea Kenneth Kane Kaisha Kane

Consent to your application and information provided by you regarding the proposed operation of the establishment on the site to be located at 1000 S 10th St in the City of West Allis. We hereby agree to make a loan to you in accordance with the terms and conditions of the Loan Grant Regulations and the provisions set forth in the conditions.

1. Purpose The purpose of this Kaisha Kane Kenneth Kane as one of KOK Capital

2. Grants Kaisha Kane Kenneth Kane

3. Loan The loan shall be used for the purpose of the proposed operation of the establishment on the business located at 1000 S 10th St in West Allis WI 53227

4. Loan Amount The loan amount shall not exceed fifteen thousand Dollars (\$15,000.00) or less of the loan.

As a condition of the loan, the borrower shall not use the loan proceeds for any purpose other than the operation of the establishment on the site to be located at 1000 S 10th St in the City of West Allis. The loan shall be evidenced by a note payable by the borrower to the City. The loan shall bear an interest rate of 5% per annum. The interest shall be paid monthly on the 15th day of each month. The interest shall be paid in advance of the loan.

5. Interest Rate To be paid on basis of 5% per year. The interest rate shall be the same rate as the rate of 5% per annum at the time of the loan. To pay the interest rate is set and a commitment shall be made. In the event of a default in the loan, the interest shall be 10% per annum. The interest shall be paid in advance of the loan.

6. Term The term of this loan shall be 12 months.

7. Payments Payments shall be as follows:

- No interest on the loan payments on the first 12 months of the loan.
- Interest only payments on the 12th month of the loan.

8. Late Fee A late fee shall not be charged on each of the late payments of the loan. The late fee shall be \$100.00 per month. The late fee shall be paid in advance of the loan.

9. Security As security of the loan, the borrower shall provide to the City:

A. A First General Business Security Agreement on the assets of the City of West Allis
KOK Capital

B. An Unconditional Personal Guarantee of Kaisha Kane Kenneth Kane in an amount equal to the outstanding balance due on the loan.

Kenneth K. Kaishaane
K. Kaishaane
Joy
Kaishaane

Loan Process The A non-representative of the City of Dallas is authorized to be a loan officer and to accept on behalf of the City of Dallas any and all terms and conditions of the note. The fee is compensation to the City of Dallas for the loan and shall be paid by the City of Dallas on acceptance of the loan by the City of Dallas.

aturity Date This loan shall mature on July 1, 2000.

osure Date The loan shall close on or before July 1, 2000.

Payment The loan shall be repaid in full at any time without penalty or restriction.

Joinder/Retention The City of Dallas agrees to the joinder.

To create the following permanent positions of the next two years or more at least fifty-one percent of the total number of positions are to be held by the City of Dallas for the reasons set forth in the attached.

General Conditions All the terms and conditions contained in the attached General Conditions shall be a part of the loan and shall be a part of the loan. The City of Dallas shall be bound by the terms and conditions of the loan.

Acceptance Effect as to the General Conditions of the loan shall be the same as if the City of Dallas had accepted the loan by the City of Dallas on the terms and conditions contained herein by the City of Dallas. The City of Dallas shall be bound by the terms and conditions of the loan and shall be bound by the terms and conditions of the loan. The City of Dallas shall be bound by the terms and conditions of the loan and shall be bound by the terms and conditions of the loan.

Upon the announcement of the business condition of the Note, the City of Dallas shall be bound by the terms and conditions of the loan.

Each of the following loan terms
Each of the following loan terms
Each of the following loan terms
Each of the following loan terms
Each of the following loan terms

Kenneth Kaishaane
K&K Barista LLC
Joy
a

ACCEPTANCE

The person who has accepted the terms and conditions hereby agrees to

K&K Barista LLC

Date

by
Kenneth Kaishaane

by
Kaishaane

Received and acknowledged

by
at
Executive Director

Date
Attachments

Economic Development Program/Loan Program
Project Beneficiary Profile



West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.
 Thank you for your cooperation.

Name: _____ Address: _____
 Phone #: _____

RACE: (You MUST mark one)

- | | |
|--|---|
| <input type="checkbox"/> White | <input type="checkbox"/> Black/African American |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> American Indian/Alaskan Native and White |
| <input type="checkbox"/> Asian & White | <input type="checkbox"/> Black/African American and White |
| <input type="checkbox"/> American Indian/Alaskan and Black/African | |
| <input type="checkbox"/> Other Multi-Racial | |

ETHNICITY: (You MUST mark one) ☐ Hispanic ☐ Non-Hispanic

Family Size and Income Levels (2023): (Please circle one)

Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	21,000	24,000	27,000	29,950	32,350	34,750	37,150	39,550
Low	35,000	40,000	45,000	49,950	53,950	57,950	61,950	65,950
Moderate	42,000	48,000	54,000	59,940	64,740	69,540	74,340	79,140
Non-Low/Moderate	55,950	63,950	71,950	79,900	86,300	92,700	99,100	105,500

Female Head of Household – (please circle) Yes or No

* “Family” means all persons residing in the same household.

** “Income” means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

 Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer:**

Name _____
Address _____
City: _____ State: _____ Zip: _____

2. **Name and Address of Employee:**

Name _____
Address _____
City: _____ State: _____ Zip: _____

3. **Employee Identification Number (or S.S.#):** _____

4. **Job Title** _____

5a. **Date Hired** _____

5b. **Date Terminated, if applicable:** _____

5c. **Date Retained** _____

5d. **Date Replacement Hired:** _____

6. **Average Hours Per Week Worked:** _____
____ Full time or ____ Part time

7. **When hired, was the employee LMI (Low and Moderate Income)?**

Yes _____ No _____

Are there employer sponsored healthcare benefits? _____

Were you unemployed prior to employment? _____

8. **Category of work (Please Circle One)**

Office & Manager	Craft Workers (skilled)
Technicians	Operators (Semi skilled)
Sales	Laborers
Office & Clerical	Service Worker



ATTACHMENT B
CITY OF WEST ALLIS
EMPLOYMENT DEVELOPMENT GRANTS
GENERAL CONDITIONS OF EMPLOYMENT

PROJECT NUMBER KKK-2018-001

PROJECT NAME Job Training

GRANT AMOUNT \$10,000

In addition to the other terms and conditions set forth in the grant agreement, the loan is subject to the following general terms and conditions and other representations:

1. Loan The loan is defined as the execution and delivery of the Note and other documents by and between the City and the borrower. It is of the essence of the respect to the loan date that there can be no extensions of the loan date unless agreed upon in writing and granted in writing at least ten days prior to the original loan date.

2. Job Creation Within two years of the date of the loan, the borrower shall create at least the number of jobs as set forth in the loan agreement to operate in the City of West Allis. The borrower shall agree that the jobs created shall be full-time jobs and that the borrower shall not employ any of those jobs previously employed by the City. The borrower shall provide information as the City may deem necessary to document this representation. A job to operate in the City shall be defined as a new job created in the City of West Allis. The grant agreement shall be subject to the section of Rental Assistance program administered by the City.

3. Need for Assistance The borrower represents that the project is not being taken unless the borrower has a need for assistance as the borrower can obtain any lease only a portion of the cost and equity which is necessary to complete the project.

4. Other Regulations The borrower of the loan shall comply with all applicable regulations set forth in the City of West Allis.

5. Loan Documentation The borrower shall execute and deliver to the City and

Economic Development Loan Agreement and a note loan documents of the City shall be necessary operative to the completion of the loan. Such documents shall be in form and substance and content satisfactory to the City. All documents and data pertaining to the proceeds of the transaction are subject to the approval of the City Attorney. Officers shall provide a statement of representation and assurances as the City or its Attorney may reasonably require.

4. The Documentation shall not be to the extent required by the City. The officers shall submit to the City in form and content acceptable to the City.

5. All present reports of the Economic Development Office and Institutions concerning a secured security interests in the project equipment and fixtures and codes of ordinances statements in connection therewith.

6. All appropriate documents concerning the existence and continuance of the corporation and any amendments and resolutions affecting the project and the loan and setting the appropriate officers and duties of the corporation as the case may be to execute and complete the loan documents.

7. Evidence of the appropriate collateral and other assets and sources of the equipment and fixtures of the project and the loan shall be provided to the City. The City may require such information that the corporation's business activities and operations comply with applicable ordinances and regulations and safety and other standards and regulations.

8. Such copies of the evidence of collateral acceptable to the City of any insurance policy in the loan documents.

9. A certificate of occupancy and license and other necessary documents to conduct the corporation's business operation.

10. All loan documents of the City shall be necessary operative to the completion of the subject loan in accordance with the Note security agreement and other ordinances and statements as a condition of the completion thereof.

11. Representation. The officers shall submit to the City a statement of opinion satisfactory to the City that the corporation is a legal entity and is in good standing in all jurisdictions where it transacts business that the loan documents are a valid and enforceable agreement of the terms of

that the Loan Documents and the Borrowers' obligations thereunder do not contain the terms and conditions of any agreement to amend the Borrowers' liability only under the Borrowers' loan and that there are no automatic installment obligations of the Borrowers' loan against or against the Borrower or the Borrower's estate. The Borrowers' estate is not liable to the City for the City's obligations to the same estate of the Guarantors. Such obligations shall be as of the date of the loan.

Costs. All costs and expenses incident to the making of the loan and the enforcement of the loan, including fees and expenses of the City's counsel, shall be paid by the Borrower. If the Borrower does not pay the loan costs,

Assignment. The City shall not be obligated to close the loan if, as of the date of the loan, the same is a state of the Borrower in the name of the business organization of the Borrower or any Guarantor.

Bankruptcy. The City shall not be obligated to close the loan if, as of the date of the loan, the Borrower or any Guarantor is a party to a bankruptcy proceeding in which the Borrower or the Guarantor is insolvent or the state insolvency proceedings of a federal trustee of the Borrower or the Guarantor are a part of the proceedings of any part of the bankruptcy of the City or any state or any party takes any action to reorganize the state or federal proceedings in the federal bankruptcy of the state or federal states.

Transfer Restriction. Effect as of the date of the loan, the entire loan proceeds shall be used to pay the term of the loan or any extension thereof or any part thereof or any sale, assignment, transfer or payment of any interest of the loan in any state or stock of the same interest in the Borrowers' estate or the estate of the Guarantors. The City shall not be unreasonable in the future. The Borrower shall continue to maintain its existence and right to do business in the City of the State of Arizona.

Liens and Pledges. Effect as of the date of the loan, the entire loan proceeds shall be used to pay the term of the loan or any extension thereof or any part thereof or any sale, assignment, transfer or payment of any interest of the loan in any state or stock of the same interest in the Borrowers' estate or the estate of the Guarantors.

Insurance and Contingent Pledges. Effect as of the date of the loan, the

_____ the entire loan proceeds shall be used to pay the principal and interest on the loan and to pay the taxes and other charges on the loan.

_____ Environmental Attorneys represents and warrants to the City that to the best of its knowledge and belief and a reasonable inquiry that its business operations and activities are not likely to cause or contribute to any environmental contamination or degradation of the environment and the City is not in a position to determine whether the City and any site in the vicinity of the same are not likely to be the site of any hazardous waste or other toxic substance or storage.

_____ Use of Funds The proceeds of the loan in the annex set forth in the entire certificate.

_____ Assignment Against the Proceeds Assignment The entire is not assignable or transferable by the proceeds.

_____ Not Joint Venture The City shall not be deemed to be a partner or joint venture with the proceeds and proceeds shall not be and the City shall not be any and all parties resulting from such a construction or other construction of the relations of the parties.

_____ Entire Agreement The entire shall be the entire agreement of the parties and the proceeds and proceeds shall not be and the City shall not be any and all parties resulting from such a construction or other construction of the relations of the parties.

_____ Guarantee of the City The proceeds shall not be and the City shall not be any and all parties resulting from such a construction or other construction of the relations of the parties.

_____ Complete Performance and Release The proceeds shall not be and the City shall not be any and all parties resulting from such a construction or other construction of the relations of the parties.

City of any of the conditions contained herein shall be null and void.

Duration of the Contract. The term of the contract shall be for a period of one (1) year, commencing on the date of the execution of the contract. The contract shall be renewed for successive one (1) year periods unless terminated in writing by either party. The contract shall be terminated if the contractor fails to complete the work within the specified time frame.

Assignment. The contractor shall not assign, subcontract, or otherwise dispose of its obligations under this contract without the prior written consent of the City. Any assignment or subcontract made without such consent shall be null and void, and the contractor shall be liable for damages.

Insurance. The contractor shall maintain and pay for all insurance required by the City and the State of California, including but not limited to general liability, workers' compensation, and automobile liability.

Dispute Resolution. Any dispute arising out of or in connection with this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the County of Los Angeles, California. The arbitrator's decision shall be final and binding on both parties.

Entire Agreement. This contract represents the entire agreement between the parties and supersedes all previous agreements, understandings, and negotiations.

Representations. The contractor represents to the City that all information provided in the contract is true and accurate, and that the contractor is qualified to perform the work.

City

Kenneth A. Kane

Kathleen Kane

regulations at 22 CFR 128.10 and the Secretary's decision on the application of the regulations to the Department of the Interior by the United States.

11. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

12. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

13. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

14. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

15. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

16. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

17. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

18. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

19. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

20. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

21. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

22. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

23. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

24. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

25. The Secretary's decision on the application of the regulations to the Department of the Interior is hereby affirmed.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0386**

**RESOLUTION APPROVING A STORMWATER INDEMNIFICATION
AGREEMENT BY AND BETWEEN THE CITY OF WEST ALLIS AND THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS
AND MARK HIGGINS FOR THE PROPERTY LOCATED AT 6620 W. MITCHELL
ST. AND SONA PARCEL 1 WITHIN THE SIX POINTS FARMERS MARKET
REDEVELOPMENT AREA**

WHEREAS, the Community Development Authority of the City of West Allis (the “CDA”) is interested in selling a portion of Parcel 1 within the SoNa Redevelopment area to Mark Higgins, property owner of 6620 W. Mitchell Street (the “Buyer); and,

WHEREAS, in order to proceed with orderly development of Markers Row, the City and the CDA is willing to provide a Stormwater Indemnification Agreement, hereby attached as Exhibit A, to address the encumbrances that limit the portion of land to be transferred to Higgins in exchange for a release of an Ingress and Egress Agreement that allows Higgins access to Mitchell St., through CDA owned land; and,

WHEREAS, the Stormwater Indemnification Agreement will require the City and the CDA to provide indemnification to Higgins relative to conditions of the existing Reciprocal Easement Agreement and a Stormwater Easement related to the redevelopment of SoNa.

WHEREAS, the Economic Development Executive Director is recommending entering into the Agreement in order to advance redevelopment within Parcel 1 and Markers Row.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the Stormwater Indemnification Agreement by and between the City and Community Development Authority of the City of West Allis and Mark Higgins for the property located at 6620 W. Mitchell St. and SoNa Parcel 1 within the Six Points Farmers Market Redevelopment Area.

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

BE IT FURTHER RESOLVED that the Economic Development Executive Director be and is hereby authorized and directed to execute and deliver the aforesaid amended Agreement on behalf of the City.

SECTION 1: **ADOPTION** “R-2024-0386” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0386(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-24-16

Applicant's Full Name:
Shana Ewan

Agent's Full Name:
Shana

License Type(s):
Class B Tavern

Legal Name:
Shana Ewan

Trade/Business Name:
The Chi Lounge and Grill

Business Address:
8307 W. Becher St.

Types of Entertainment:

Premise Description:

Alcohol will be stored:
Alcohol beverages will be stored behind the bar on shelves, also stored in a locked cabinet.

Alcohol will be sold/consumed:
Alcohol beverages will be sold at the bar only.

Alcohol beverage receipts location:
All alcohol beverage receipts will be stored in a lot cabinet. In a back room where the kitchen is located.

Hours of Operation:

Sunday: 9:00 am to 2:00am

Thursday: 9:00 am to 2:30 am

Monday: 9:00 am to 2:00 am

Friday: 9:00 am to 2:30am

Tuesday: 9:00 am to 2:00 am

Saturday: 9:00 am to 2:30 am

Wednesday: 9:00 am to 2:00 am

Date Applied:
May 27, 2024

Legal Notice Published On:



City Clerk
clerk@westalliswi.gov

June 3, 2024

Shana Ewan
4382 skylark ln.
Greendale , Wisconsin 53129

RE: Class B Tavern License Application Review for The Chi Lounge and Grill at 8307 W. Becher St.

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: June 11, 2024

Time: 7:00 pm

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
2. Once inside, proceed straight back to the Common Council Chambers and wait for the Common Council to take a break for their recess committee meetings.
3. Sometime after 7 pm, when the Common Council takes a break for the recess committee meetings, go to Art Gallery.

Room Locations:

Room 128: Exit the Common Council Chambers and head towards the parking lot. Room 128 will be on your left through the wooden doors, just before the glass doors leading to the parking lot. Please wait in the back area until your application is called.

Art Gallery: Exit the Common Council Chambers and go down the stairs to the lower level. The Art Gallery will be directly ahead of you at the bottom of the stairs. Please find a suitable area to wait until your application is called.

If you use a wheelchair or have mobility concerns, please approach a staff member for assistance.

Committee Recommendation:

When you appear before the committee, they will likely make a recommendation. This recommendation will be voted on when the Common Council starts after the committee meetings are finished. The typical recommendations are:

1. Approval (with or without changes or conditions).
2. Denial.
3. Hold until a future meeting date.

Common Council Decision:

The Common Council will consider the Committee recommendations and either approve, deny, or hold the application. As the final decision-makers, their decision may differ from the committee's recommendation.

- If your license is approved by the Common Council and all requirements have been met, you will receive a notification within the next two days. This notification will allow you to view and print out your license.
- If your license is denied by the Common Council, you will receive a letter advising you of such and reminding you that you cannot reapply for six months.
- If your license is held by the Committee or the Common Council, you will receive another notice at a later date to appear before the committee.

This is the typical process and may vary from time to time if there are extenuating circumstances.

If you have any questions, email clerk@westalliswi.gov.

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

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



NEW LICENSE APPLICATION SUMMARY FOR COMMITTEE REVIEW

Record #: ALC-24-25

Applicant's Full Name:
Sally Sebern

Agent's Full Name:
Frank

License Type(s):
Class B Beer
Public Entertainment Premises

Legal Name:
West Allis DDF LLC

Trade/Business Name:
Jimmy B's

Business Address:
7216 W Lincoln Ave

Types of Entertainment:
Yes

Premise Description:

Alcohol will be stored:
Restuarant, bar, kitchen, first floor
office/storage rooms and entire
basement area

Alcohol will be sold/consumed:
Restuarant, bar, outside patio; if
applicable

**Alcohol beverage receipts
location:**
office/storage area

Hours of Operation:

Sunday: 11:30am - 12am

Thursday: 10:30am - 2am

Monday: 11:30am - 10pm

Friday: 10:30am - 2:30am

Tuesday: 10:30am - 2am

Saturday: 10:30am - 2:30am

Wednesday: 10:30am - 2am

Date Applied:
June 25, 2024

Legal Notice Published On:
June 28, 2024



City Clerk
clerk@westalliswi.gov

July 1, 2024

Sally Sebern
7216 W Lincoln Ave
West Allis, WI 53219

RE: Class B Beer License Application Review for Jimmy B's at 7216 W Lincoln Ave

City of West Allis Applicant:

Attendance Required:

Your hearing for your license application(s) is scheduled before the Economic Development Committee -

Date: July 10, 2024

Time:

Location: Art Gallery, City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.

Please note that attending the hearing is required. If you do not attend, your application may be denied.

In the event of a denial, you must wait six months from the date of the decision to reapply.

If you are unable to attend the hearing, please contact the clerk's office at clerk@westalliswi.gov by 4 pm on the day of the meeting or earlier.

Arrival Instructions:

1. Park in the lot on the south side (rear) of the building.
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Americans with Disabilities Act Notice: *Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.*



City Clerk
clerk@westalliswi.gov

May 7, 2024

Andrew Shroble
2400 S 84 St
West Allis , WI 53227

RE: Operator's License Application Review

Dear Andrew;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on:
May 21, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

SECOND APPEARANCE HEARING NOTICE

June 10, 2024

Andrew Shroble
2400 S 84 St
West Allis , WI 53227

RE: Operator's License Application Review

Dear Andrew;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 10, 2024 at 7:00PM in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

Please leave a comment letting us know you received this notice and that you plan on attending the hearing.

It is VERY IMPORTANT to notify us by 4PM the day of your hearing if you will not be attending and the reason why. Please be aware your license could still be denied if you are absent or the committee could choose to reschedule your hearing.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

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- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

June 3, 2024

Christopher Schutte
3242 W Mangold Ave
Greenfield , WI 53221

RE: Operator's License Application Review

Dear Christopher;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **June 11, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

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- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

June 3, 2024

Danielle Nichols
3011 S 56 St Apt #8
Milwaukee, WI 53219

RE: Operator's License Application Review

Dear Danielle;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **June 11, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

SECOND APPEARANCE HEARING NOTICE

July 2, 2024

Danielle Nichols
3011 S 56 St Apt #8
Milwaukee, WI 53219

RE: Operator's License Application Review

Dear Danielle;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 10, 2024 at 7:00 PM in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

Please leave a comment letting us know you received this notice and that you plan on attending the hearing.

It is VERY IMPORTANT to notify us by 4PM the day of your hearing if you will not be attending and the reason why. Please be aware your license could still be denied if you are absent or the committee could choose to reschedule your hearing.

If you have questions, please email clerk@westalliswi.gov.

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
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- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

July 1, 2024

Derek Sullivan
w158n5798 Elmway Dr.
Menomonee Falls, WI 53051

RE: Operator's License Application Review

Dear Derek;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 10, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

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An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

July 3, 2024

Alyris Rios Martinez
1615 W Palamino Dr
Racine, WI 53402

RE: Operator's License Application Review

Dear Alyris;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **July 10, 2024 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

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- Any other relevant evidence of rehabilitation and present fitness.



City Clerk
clerk@westalliswi.gov

July 1, 2024

Elizabeth Flores
405 Emerson Ave
South Milwaukee, WI 53172

RE: Transient Merchant (Food Peddler/Direct Seller / Solicitor / Hawker) Application Review

Dear Elizabeth :

Your application for a(n) Transient Merchant (Food Peddler/Direct Seller / Solicitor / Hawker) is scheduled for a televised hearing before the License and Health Committee on: **July 10, 2024 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses.

If you fail to appear your license application could be denied. If your license is denied, you will have to wait six months from the date of denial to reapply.

Please park in the parking lot on the south side of the building. Room 128 is the first room on your right when you enter the building. The Art Gallery is located in the lower level through glass doors.

If you have questions, please email clerk@westalliswi.gov.

