



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, June 7, 2022

7:02 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Roadt and Troop #580.

D. PUBLIC HEARINGS

1. [R-2022-0353](#) Resolution relative to the determination for a Conditional Use Permit for Urban Pioneer, a proposed multifamily dwelling, to be located at 8001 W. National Ave. and 80** W. National Ave.
Sponsors: Safety and Development Committee
2. [R-2022-0359](#) Resolution relative to the determination for a Conditional Use Permit for Taco Johns, a proposed restaurant with accessory drive-through service, to be located on a new lot to be created east of 6767 W. Greenfield Ave.
Sponsors: Safety and Development Committee

E. CITIZEN PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery - Administration & Finance and Safety & Development

Room 128 - License & Health, Public Works & Advisory

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

G. MAYOR'S REPORT

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

H. ALDERPERSON'S REPORT

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

I. APPROVAL OF MINUTES

3. [2022-0621](#) May 17, 2022 Draft Common Council Minutes.

Recommendation: Approve

J. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

4. [O-2022-0086](#) Ordinance to adjust term of transient merchant and junk picker licenses.

Recommendation: Pass

Sponsors: Alderperson Grisham

5. [R-2022-0364](#) Resolution to Amend Fee Schedule - Retail Food Establishment Update June 2022.

Recommendation: Adopt

6. [R-2022-0375](#) Resolution authorizing the City Engineer to amend an existing Professional Services Contract with KL Engineering, Inc. for 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 \$280,000.

Recommendation: Adopt

Sponsors: Public Works Committee

7. [R-2022-0376](#) Resolution authorizing the City Engineer to amend an existing agreement with Donohue & Associates, Inc. for Engineering Consulting Services related to the construction of the emergency generator located at the West Allis Police and Municipal Court Center in an amount not to exceed \$55,150.

Recommendation: Adopt

Sponsors: Public Works Committee

8. [R-2022-0380](#) Resolution to facilitate the purchase of 530 96-gallon and 50 64-gallon garbage carts in the amount of \$32,794.70 support the 2022 Quality of Life Focus Initiative for the standardization of garbage carts for one, two, three family residential dwelling units.

Recommendation: Adopt

Sponsors: Public Works Committee

9. [R-2022-0409](#) Resolution declaring the Summer Concert Series, scheduled for four Thursdays in 2022 on June 23, July 21, August 25 and September 8 at Veterans Park, a community event.

Recommendation: Adopt

10. [2022-0650](#) Claim by Shirley Glore regarding personal injury on or about July 4, 2021.

Recommendation: Refer to City Attorney

11. [2022-0697](#) Claim for MidFirst Bank vs Tiffany Johnson for Foreclosure of Mortgage.

Recommendation: Refer to City Attorney

12. [2022-0654](#) Communication from the City Administrator regarding notification of retirement of Peter Daniels, City Engineer, effective July 15, 2022.

Recommendation: Approve

13. [2022-0699](#) Class B Tavern Seasonal Temporary Premise Extension for Outdoor Dining Only request for Al Pastor Mexican Food, 6533 W. Mitchell Street, from June 8, 2022 to November 30, 2022. (TEMP 22 14)

14. [2022-0659](#) Class A/B/C Alcohol License Renewal Applications.

CLASS A BEER

(ALC 22 107) - Sra Guriqbal Singh, Agent for National Petro LLC, D/B/A BP Sunrise, 9530 W National Ave.

(ALC 22 48) - Dineshkumar P Patel, Agent for HND INC, D/B/A Cigarette Depot, 1512 S 84th St.

(ALC 22 31) - Patrick Bannon, Agent for Wisconsin CVS Pharmacy, LLC, D/B/A CVS/Pharmacy #5676, 7552 W Oklahoma Ave.

(ALC 22 39) - Simranjeet Singh Benipal, Agent for Fast Fuel Convenience 2 LLC, D/B/A Fast Fuel Convenience, 6000 W National Ave.

(ALC 22 28) - Bhola Singh, Agent for National Quick Food Mart LLC, D/B/A Kwik Pantry, 5631 W National Ave.

(ALC 22 150) - Ryan Robert Giesen, Agent for Kwik Trip INC, D/B/A Kwik Trip #1047, 10923 W Lapham St.

(ALC 22 4) - Yes Patel, Agent for Vadeshvar INC, D/B/A West Allis Food & Spirits, 9127 W Lincoln Ave.

(ALC 22 143) - Navneet K Randhawa, Agent for DN Group, D/B/A West Allis Liquor & Tobacco, 7218 W Greenfield Ave.

CLASS A LIQUOR & BEER

(ALC 22 50) - Lindsey Bree, Agent for Aldi INC (Wisconsin), D/B/A Aldi #10, 1712 S 108th St.

(ALC 22 108) - Tarlok Bhatia, Agent for Layton Food & Gas LLC, D/B/A Becher Liquor & Beer, 2077 S 78th St.

(ALC 22 22) - Jaswinder Singh, Agent for Class One Liquor INC, D/B/A Class One Liquor Inc, 8423 W Cleveland Ave.

(ALC 22 101) - Hemant Khuttan, Agent for Cleveland Liquor LLC, D/B/A Cleveland Liquor, 9131 W Cleveland Ave.

(ALC 22 20) - Jasmeet Singh, Agent for County Beer & Liquor, D/B/A County Beer & Liquor, 979 S 60th St.

(ALC 22 36) - Mohinder S Dhillon, Agent for Mohinder S. Dhillon, D/B/A Dhillon Beer & Liquor, 5832 W Burnham St.

(ALC 22 78) - Bryan C Edwards, Agent for Skogen's Foodliner, INC, D/B/A Festival Foods, 11111 West Greenfield Ave.

(ALC 22 122) - Guriqbal Singh Sra, Agent for Kwik Pantry 6716 LLC, D/B/A Kwik Pantry, 6716 W Lincoln Ave.

(ALC 22 92) - Qing Jie Mo, Agent for Mei Hua Market LLC, D/B/A Mei Hua Market, 11066 W National Ave.

(ALC 22 30) - Jun Guo Xiao, Agent for New Asian Supermarket, D/B/A New Asian Supermarket, 10704 W Oklahoma Ave.

(ALC 22 46) - Inderjeet Singh, Agent for Supreme Enterprises INC, D/B/A OK Liquor, 10711 W Oklahoma Ave.

(ALC 22 23) - Manjit Singh Dhillon, Agent for Manjit Singh Dhillon, D/B/A Olympia Food & Liquor, 9034 W Greenfield Ave.

(ALC 22 84) - Talwinder Soos, Agent for Taj & Navi Corporation, D/B/A One Stop West Allis Food & Liquor, 5909 W Lincoln Ave.

(ALC 22 25) - Danny C Sarandos, Agent for Parthenon Foods INC, D/B/A Parthenon Foods, 8415 W Greenfield Ave.

(ALC 22 83) - Ronald L Johnson, II, Agent for Piggly Wiggly Midwest, LLC, D/B/A Piggly Wiggly Supermarket #70, 10282 W National Ave.

(ALC 22 132) - Bhaveshkumar J Patel, Agent for Sanvi Group LLC, D/B/A Riverbend Liquor, 7506 W Oklahoma Ave.

(ALC 22 103) - Maria Rupena Karczewski, Agent for Rupena's INC, D/B/A Rupena's Foods, 7641 W Beloit Rd.

(ALC 22 144) - Pabitra Halder, Agent for State Fair Liquor & Food INC, D/B/A State Fair Liquor & Food Mart, 1568 S 81st St.

(ALC 22 120) - Chauhan K Baljit, Agent for Red Diamond INC, D/B/A Super Bottle Depot, 1357 S 76th St.

(ALC 22 45) - Daniel Nowak, Agent for Tall Guy and A Grill Catering, D/B/A Tall Guy & A Grill Catering, 6735 W Lincoln Ave.

(ALC 22 74) - Kevin F Meyer, Agent for Target Corporation, D/B/A Target Store T-2199, 2600 S 108th St.

(ALC 22 145) - Rajesh G Patel, Agent for Swami Shree LLC, D/B/A VJ's Food Mart, 9206 W. Schlinger Ave.

(ALC 22 140) - Kulwinder S Dhaliwal, Agent for Pooja LLC, D/B/A Walsh's Beer & Liquor, 10910 W Greenfield Ave.

(ALC 22 116) - Thi T Cao, Agent for Wandering Arrow LLC, D/B/A Wild Roots, 6807 W Becher St.

(ALC 22 17) - Chezare Misko, Agent for Wisconsin Athletic Club LLC, D/B/A

Wisconsin Athletic Club, 1939 S 108th St.

CLASS B TAVERN

(ALC 22 115) - Gudelia Calva Vazquez, Agent for Ricky's Restaurant LLC, D/B/A Al Pastor Mexican Food, 6533 W Mitchell St.

(ALC 22 142) - Citlali E Mendieta, Agent for Antigua Latin Restaurant LLC, D/B/A Antigua Latin Inspired Kitchen, 6207 W National Ave.

(ALC 22 97) - Satishkumar V Patel, Agent for Mallas Food Services LLC, D/B/A Aris Sports Bar, 1657 S 108th St.

(ALC 22 77) - Sally A. Dollar, Agent for BSDOLLAR LLC, D/B/A Barcode, 2110 S 60th St.

(ALC 22 137) - Martin Weigel, Agent for Weigel's HillCrest INC, D/B/A Benno's Genuine Bar & Grill, 7413 W Greenfield Ave.

(ALC 22 37) - Keith P Randolph, Agent for Boosters West, D/B/A Boosters West, 7731 W Becher St.

(ALC 22 32) - Shawn R Lange, Agent for Boz's, D/B/A Boz's Sports Bar, 1325 S 70th St.

(ALC 22 40) - Joseph S Braun, Agent for Braun's Pub & Eatery LLC, D/B/A Braun's Power House, 7100 W National Ave.

(ALC 22 81) - John G Mackowski, Agent for ZJ Squared Ventures, D/B/A Brass Monkey, 11904 W Greenfield Ave.

(ALC 22 105) - John Ralph Starr, Agent for John Starr Pickles LLC, D/B/A Broken Starr Saloon, 1100 S 60th St.

(ALC 22 128) - Anthony Sternig, Agent for Blazinng Wings INC, D/B/A Buffalo Wild Wings #409, 2950 S 108th St.

(ALC 22 151) - Wendy Marie Hafemann, Agent for 2878 Bulldog Company, D/B/A Bull Dog Ale House, 2878 S 108th St.

(ALC 22 26) - Amy Elizabeth Thompson, Agent for Amy Burns, D/B/A Bug N Out, 5630 W Lincoln Ave.

(ALC 22 112) - Claudia A Martorano, Agent for Burnham Bowl, D/B/A Burnham Bowl, 6016 W Burnham St.

(ALC 22 162) - Casey Rataczak, Agent for Camino Bar West Allis LLC,

D/B/A Camino, 7211 W. Greenfield Ave.

(ALC 22 125) - Christopher A Paul, Agent for Capri Restaurant Group, D/B/A Capri Di Nuovo, 8340 W Beloit Rd.

(ALC 22 12) - Lawrence J Robe Jr, Agent for Lawrence Robe Jr., D/B/A Capt'n Nicks, 1503 S 81st St.

(ALC 22 67) - Mark J Swieczak Sr, Agent for Mark J. Swieczak Sr., D/B/A Cataros Italian Villa, 5641 W Beloit Rd.

(ALC 22 35) - Antonio G Ingrilli, Agent for Caterina's Ristorante INC, D/B/A Caterina's Ristorante, 9104 W Oklahoma Ave.

(ALC 22 65) - Richard William Kinnee, Agent for Dick & Gloria's Cocktails & Dreams LLC, Cocktails & Dreams, 2201 S 55th St.

(ALC 22 121) - Joseph Carmen La Susa, Agent for Corvina Wine Company LLC, D/B/A Corvina Wine Company, 6038 W Lincoln Ave.

(ALC 22 82) - Geraldo R Howard, Agent for Cream City Print Lounge LLC, D/B/A Cream City Print Lounge, 8010 W National Ave.

(ALC 22 33) - Markus Gorsic, Agent for Jagers LLC, D/B/A Da Bar, 1900 S 60th St.

(ALC 22 171) - Jeffrey J. Krueger, Agent for R&D Krueger Enterprises INC, D/B/A Dickens Grille & Spirits, 9646 W. Greenfield Ave.

(ALC 22 133) - Tammy L Dopp, Agent for Doppelganger's LLC, D/B/A Dopp's Bar & Grill, 1753 S 68th St.

(ALC 22 79) - Mark Timber, Agent for Lo N Slow LLC, D/B/A Double B's Barbeque, 7412 W Greenfield Ave.

(ALC 22 94) - Melanie Marie Kukis, Agent for Eckbar LLC, D/B/A Eckbar, 7408 W Walker St.

(ALC 22 10) - Sandra J Piotrowski, Agent for Fiddler's Green, INC, D/B/A Fiddler's Green, 6108 W Burnham St.

(ALC 22 117) - Steven Ticali, Agent for Filippo's Italian Restaurant INC, D/B/A Filippo's Italian Restaurant, 6915 W Lincoln Ave.

(ALC 22 7) - Mark S Silber, Agent for Mark S. Silber, D/B/A Flappers, 7527 W Becher St.

(ALC 22 153) - Michael Grant Lange, Agent for Mike 7 LLC, D/B/A Fourth-N-Long, 8911 W National Ave.

(ALC 22 47) - Yun Zheng, Agent for Fujiyama LLC, D/B/A Fujiyama Sushi & Hibachi, 2916 S 108th St.

(ALC 22 123) - Melissa A Schrubbe, Agent for DHV Enterprises LLC, D/B/A GM's Dog House, 1641 S 68th St.

(ALC 22 109) - Debra L Hosseini, Agent for Gus' Deli LLC, D/B/A Gus' Deli, 813 S 60th St.

(ALC 22 147) - Scott Biggar, Agent for West Allis Hotel Ventures LLC, D/B/A Hampton Inn & Suites Milwaukee West, 8201 W Greenfield Ave.

(ALC 22 64) - Richard G Branski, Agent for K&M of West Allis INC, D/B/A Hanke's, 6101 W Lincoln Ave.

(ALC 22 15) - David Steven Socolick, Agent for Dave Socilick, D/B/A Happy Dave's Pub, 7033 W Becher St.

(ALC 22 9) - Marc J Lovora, Agent for MLSD INC, D/B/A Happy Tap, 6801 W Beloit Rd.

(ALC 22 136) - Brian J Blocher, Agent for Havana Lounge LLC, D/B/A Havana Lounge & Cigar, 9505 W Greenfield Ave.

(ALC 22 91) - Jeffrey S Raush, Agent for Milwaukee Entertainment LLC, D/B/A Heart Breakers, 9440 W National Ave.

(ALC 22 49) - John Roots, Agent for National 92nd LLC, D/B/A Henry Flach's, 9140 W National Ave.

(ALC 22 157) - Yacoub I. Kaloti, Agent for AHTRST Concessions LLC, D/B/A Holiday Inn Express West Allis, 10111 W Lincoln Ave.

(ALC 22 16) - Jeffery M Clark, Agent for Jc's Pub INC, D/B/A JC's Pub & Grub, 8028 W National Ave.

(ALC 22 96) - Joel Hoecherl, Agent for JD's Pub LLC, D/B/A JD's Pub & Grill, 6300 W Lincoln Ave.

(ALC 22 146) - Kevin F Bagurdes, Agent for Jimmy B's Trail's End INC, D/B/A Jimmy B's Trail's End, 7216 W Lincoln Ave.

(ALC 22 119) - Christopher John Bitz II, Agent for Jocii Enterprises, D/B/A Jock Stop Sports Bar, 7930 W National Ave.

(ALC 22 14) - Jason J Powelski, Agent for Jayders LLC, D/B/A Just J's, 9033 W National Ave.

(ALC 22 1) - Ed Jones, Agent for EKC Investments LLC, D/B/A Kane's Bar & Grill, 6922 W Orchard St.

(ALC 22 34) - Julian R Lukic-Kegel, Agent for Kegel's LLC, D/B/A Kegel's Inn, 5901 W National Ave.

(ALC 22 62) - Gina Marie Jaeckel, Agent for Kip's Inn, INC, D/B/A Kip's Inn, 837 S 108th St.

(ALC 22 160) - Urbano Ramirez, Agent for La Costena Cafe LLC, D/B/A La Costena Café, 5823 W Burnham St.

(ALC 22 113) - Fatima I Garcia, Agent for Fatima Garcia-Silva, D/B/A Las Fajitas Mexican Restaurant, 10114 W Greenfield Ave.

(ALC 22 51) - Hugo J Juarez, Agent for ARH Enterprises LLC, D/B/A Las Palmas, 6007 W Burnham St.

(ALC 22 42) - Kyle Ida, Agent for Layman Brewing LLC, D/B/A Layman Brewing, 6001 W Madison St.

(ALC 22 148) - Kathy L Goedde, Agent for CRG Investments LLC, D/B/A Limanski's Pub, 8900 W Greenfield Ave.

(ALC 22 93) - Joseph E Lynch, Agent for 5th District Pub INC, D/B/A Lynch's, 2300 S 108th St.

(ALC 22 154) - Justin A. Fernandez, Agent for Mapa INC, D/B/A Mama Mia Italian Cuisine, 8531 W Greenfield Ave.

(ALC 22 158) - Daniel M. McGuire, Agent for McGuire's Bar, D/B/A McGuire's Bar, 6235 W National Ave.

(ALC 22 29) - Dennis R Ermi, Agent for Michael's Family Restaurant of West Allis W.A., D/B/A Michael's Family Restaurant of West Allis, 8417 W Cleveland Ave.

(ALC 22 53) - Deborah Ann Ramirez, Agent for Mis Suenos LLC, D/B/A Mis Suenos, 7335 W Greenfield Ave.

(ALC 22 27) - Michelle A Alexander, Agent for Mishe's LLC, D/B/A Mishe's, 7411 W Becher St.

(ALC 22 8) - John E Roots, Agent for Calhoun BBQ INC, D/B/A Natty Oaks Pub & Eatery, 11505 W National Ave.

(ALC 22 85) - Michael C O'Connor, Agent for Oar LLC, D/B/A O'Connor's Perfect Pint, 8423 W Greenfield Ave.

(ALC 22 102) - Kristine M Budiak, Agent for Field Trip LLC, D/B/A Paulie's Field Trip, 1430 S 81st St.

(ALC 22 99) - Kristine M Budiak, Agent for Paulie's Pub & Eatery LLC, D/B/A Paulie's Pub & Eatery, 8031 W Greenfield Ave.

(ALC 22 90) - Maria Goumenos, Agent for M D Y Pegasus LLC, D/B/A Pegasus Restaurant, 7727 W Greenfield Ave.

(ALC 22 11) - Randal W Katzuba, Agent for Randal Katzuba, D/B/A Randy's Neighbor's Inn, 6922 W Becher St.

(ALC 22 87) - Eric G Millard, Agent for Red White And Brews LLC, D/B/A Red White & Brews, 7127 W National Ave.

(ALC 22 100) - Donald L Dougherty, Agent for Riviera of Wisconsin, INC, D/B/A Riviera Lanes, 8600 W Greenfield Ave.

(ALC 22 98) - Sharon L Butterfield, Agent for Sharon L. Butterfield, D/B/A Rockstars Saloon, 5826 W Burnham St.

(ALC 22 24) - Paula A Rossi, Agent for Rosco's LLC, D/B/A Rosco's, 6711 W Beloit Rd.

(ALC 22 106) - Ricky Eugene Sergeant, Agent for Ns INC, D/B/A Sarge's Corner, 1979 S 54th St.

(ALC 22 21) - Jerry Ulrich, Agent for Jerry Ulrich, D/B/A Scooter's Tap, 9000 W National Ave.

(ALC 22 114) - Antonio Escobedo, Agent for Senor Sol LLC, D/B/A Senor Sol Mexican Restaurant, 8129 W Greenfield Ave.

(ALC 22 88) - Toron A Brown, Agent for Set Apart Lounge LLC, D/B/A Set Apart Lounge, 1022 S 60th St.

(ALC 22 134) - Jodie G Hay, Agent for J Hay LLC, D/B/A Shamrox, 6851 W

Beloit Rd.

(ALC 22 5) - Christina M Gajewski, Agent for Shepherd's Sports Lounge INC, D/B/A Shepherd's Hideaway, 8924 W Schlinger Ave.

(ALC 22 2) - Jay Stamates, Agent for 6139 Beloit Tavern LLC, D/B/A Shotskis, 6139 W Beloit Rd.

(ALC 22 127) - Douglas M Ross, Agent for Escape Horse Inn LLC, D/B/A Six Points Pub & Grille, 6200 W Greenfield Ave.

(ALC 22 124) - Benjamin A Buss, Agent for Stalley Cats, D/B/A Stalley Cats, 6201 W Mitchell St.

(ALC 22 135) - Rachel L Daniels, Agent for Stallis Palace LLC, D/B/A Stallis Palace, 8812 W Greenfield Ave.

(ALC 22 155) - William L. Potocic, Agent for Potocic Enterprises LLC, D/B/A State Fair Inn, 8101 W Greenfield Ave.

(ALC 22 43) - Mark S Lutz, Agent for WA Cheese & Sausage Shop LLC, D/B/A Station No. 6, 6800 W Becher St.

(ALC 22 89) - Cindy Sobczak, Agent for Sobczak & Sitowski LLC, D/B/A Steakhouse 100, 7246 W Greenfield Ave.

(ALC 22 95) - Heather A Rodriguez, Agent for HMSR LLC, D/B/A Stingers, 9534 W Greenfield.

(ALC 22 104) - Dean T Ratas, Agent for DTR Enterprises LLC, D/B/A Studz Pub, 6833 W National Ave.

(ALC 22 41) - Supawadee Pamoto, Agent for Su Plus Two LLC, D/B/A Su Plus Two, 7028 W Greenfield Ave.

(ALC 22 52) - Sohan Singh, Agent for Akar INC, D/B/A Tandoor Restaurant, 1117 S 108th St.

(ALC 22 18) - Philip Michael Kleist, Agent for Mlsd INC, D/B/A Tap City Usa, 7207 W National Ave.

(ALC 22 156) - Lawrence E Pryor, Agent for The Buzzard's Nest LLC, D/B/A The Buzzard's Nest, 6000 W Mitchell St.

(ALC 22 76) - Tedrick Timmons, Agent for The Candle Company LLC, D/B/A The Candle Company, 8100 W National Ave.

(ALC 22 75) - Ronald Lee Mellantine, Agent for Top Dog Enterprises LLC, D/B/A The Choice Pub & Eatery, 9638 W National Ave.

(ALC 22 130) - Neal Steffek, Agent for Steffek LLC, D/B/A The Drunk Uncle, 1902 S 68th St.

(ALC 22 131) - Jacob M Silber, Agent for The Network, D/B/A The Network, 9541 W Cleveland Ave.

(ALC 22 129) - Christopher Paul, Agent for MB Dining, D/B/A The Reunion, 6610 W Greenfield Ave.

(ALC 22 152) - Michelle Felten, Agent for Tomken's INC, D/B/A Tomken's, 8001 W Greenfield Ave.

(ALC 22 66) - Thomas P Amann, Agent for Tom Amann LLC, D/B/A Tommy Amann's, 8824 W Becher St.

(ALC 22 126) - Daniel Protic, Agent for Uncle Fester's, D/B/A Uncle Fester's, 5906 W Burnham St.

(ALC 22 38) - Mark S Lutz, Agent for WA Cheese & Sausage Shop LLC, D/B/A West Allis Cheese & Sausage Shop, 2074 S 69th St.

(ALC 22 80) - Nicole M Deback, Agent for Deback's Wrestling Taco LLC, D/B/A Wrestling Taco, 1606 S 84th St.

(ALC 22 118) - Ting Min Chau, Agent for Yang's Eggroll House Restaurant LLC, D/B/A Yang's Eggroll House Restaurant, 1507 S 108th St.

(ALC 22 86) - Patricia Zarate, Agent for Z's Bar INC, D/B/A Z's Bar, 6309 W National Ave.

CLASS B BEER / CLASS C WINE

(ALC 22 110) - Yong Feng Lai, Agent for Fortune Restaurant Corp, D/B/A Fortune Restaurant, 2945 S 108th St.

(ALC 22 141) - Andrew W Vap, Agent for Mongolian Grill Restaurant Operating Company LLC, D/B/A Huhot Mongolian Grill, 3021 S 108th St.

(ALC 22 138) - Ricci G Mane, Agent for JRK Enterprises, D/B/A Pepi's Pizza, 1329 S 70th St.

(ALC 22 44) - Phounpraseuth Vechsathol, Agent for Singha Thai LTD, D/B/A Singha Thai Restaurant, 2237 S 108th St.

(ALC 22 161) - Waner Liang, Agent for Yong Shun LLC, D/B/A Szechuan Restaurant, 11102 W National Ave.

Recommendation: Approve

15. [2022-0668](#) 2020 Single Audit Report.

Recommendation: Place on File

16. [2022-0678](#) Finance Director/Comptroller submitting report for May 2022 indicating City of West Allis checks issued in the amount of \$2,563,677.12.

Recommendation: Place on File

K. COMMON COUNCIL RECESS

L. NEW AND PREVIOUS MATTERS

ADMINISTRATION & FINANCE COMMITTEE

17. [O-2022-0090](#) Ordinance updating appraiser salary grade and replacing safety & training coordinator position title with risk manager position.

Recommendation: Pass

Sponsors: Alderperson Haass

18. [R-2022-0373](#) Resolution to amend Policy No. 1410 relating to time off allocation and negative balance.

Recommendation: Adopt

19. [R-2022-0387](#) Resolution Providing for the Sale of Approximately \$4,315,000 General Obligation Promissory Notes, Series 2022A.

Recommendation: Adopt

Sponsors: Alderperson Haass

20. [R-2022-0399](#) Resolution relative to authorizing the renewal of a 5-year contract for body worn cameras and acquiring unlimited third-party storage for a sum of \$132,800.00 per year from Axon.

Recommendation: Adopt

21. [R-2022-0418](#) Resolution to authorize the agreement between the City and Dell Technologies to purchase new Desktop Computers for \$34,408 from account 100-1101-517.51-11.

Recommendation: Adopt

Sponsors: Alderperson Haass

22. [R-2022-0419](#) Resolution to approve an amendment to the FY 2016-FY 2021 Annual Plan of the Community Development Block Grant Program, relative to allocating an additional \$140,000 of contingency funding to the FY 2021 Community

Development Block Grant Annual Plan for the creation of a new Street Lighting and Pedestrian Improvement Activity.

Recommendation: Related to R-2022-0411

Sponsors: Alderperson Haass

PUBLIC WORKS COMMITTEE

23. [R-2022-0374](#) Resolution Approving an Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to receive \$86,735.00 in funding through the MMSD Green Solutions Program for the installation of Green Infrastructure on the following alleys:

1. The north/south alley west of South Wollmer Road, with West Ohio Avenue on the north and West Wildwood Lane on the south;

2. The north/south and east/west alley north of West National Avenue and west of South 74th Street, with West Lapham Street on the north and South 75th Street on the west.

Recommendation: Adopt

Sponsors: Public Works Committee

24. [R-2022-0379](#) Resolution constituting a relocation order, for the laying out, relocation and improvement of a water transmission and distribution facility.

Recommendation: Adopt

Sponsors: Public Works Committee

25. [R-2022-0410](#) Resolution to approve bid of State Contractors, Inc. for alley reconstruction in the City of West Allis in the amount of \$192,472.00.

Recommendation: Adopt

Sponsors: Public Works Committee

26. [R-2022-0411](#) Resolution to approve bid of MP Systems, Inc for Becher Street String Lighting a Community Development Block Grant Project in the City of West Allis in the amount of \$338,388.38.

Recommendation: Adopt

Sponsors: Public Works Committee

27. [2022-0633](#) Communication regarding 2023 Special Assessment Rates.

Recommendation: Approve

SAFETY & DEVELOPMENT COMMITTEE

Public Hearing Items (Safety & Development Committee)

28. [R-2022-0353](#) Resolution relative to the determination for a Conditional Use Permit for

Urban Pioneer, a proposed multifamily dwelling, to be located at 8001 W. National Ave. and 80** W. National Ave.

Sponsors: Safety and Development Committee

29. [R-2022-0359](#) Resolution relative to the determination for a Conditional Use Permit for Taco Johns, a proposed restaurant with accessory drive-through service, to be located on a new lot to be created east of 6767 W. Greenfield Ave.

Sponsors: Safety and Development Committee

New and Previous Matters

30. [R-2022-0378](#) Resolution approving a Certified Survey Map to split a commercial property into two lots of record located at 6767 W. Greenfield Ave. submitted by Mark Lampe (Tax Key No. 453-0001-005).

Recommendation: Adopt

Sponsors: Safety and Development Committee

31. [2022-0663](#) Discussion regarding eliminating split-zoned properties.

LICENSE & HEALTH COMMITTEE

32. [O-2022-0087](#) Ordinance to amend noise regulation variance process.

Sponsors: Alderperson Reinke and Tenorio

33. [2022-0592](#) New Class A Beer License for National Petro, LLC, d/b/a BP Sunrise, 9530 W. National Avenue, West Allis, WI 53227; Agent: Sra Guriqbal Singh. (ALC 22 107)

34. [2022-0653](#) New Class B Tavern License & Premise Entertainment Permit for Nicky Migz Place LLC, d/b/a Nicky Migz Place, 9105 W. Lincoln Avenue, Agent: Christopher Allen Miguét. Entertainment to include bands and patrons dancing. (ALC 22 139)

Recommendation: Grant

35. [2022-0698](#) Class B Tavern Seasonal Temporary Public Entertainment Premises Permit Amendment request for Riviera of Wisconsin, d/b/a Riviera Lanes, 8600 W. Greenfield Avenue, requesting outdoor entertainment on Wednesday and Thursday nights. (TEMP 22 4)

36. [2022-0604](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for Doppleganger's Inc, d/b/a Dopp's Bar & Grill, 1753 S 68th St, from May 18, 2022 to November 1, 2022. (TEMP 22 10)

37. [2022-0632](#) Class B Tavern Seasonal Temporary Premise Extension request for Camino, 7211-7213 W. Greenfield Avenue, from June 8, 2022 to November 15, 2022. (TEMP 22 11)

38. [2022-0639](#) Transient Merchant License Application for Jessica Lockhart representing TruGreen Lawn Care Service, offering lawn care services through December 31, 2022. (DSSH 5)
39. [2022-0651](#) Application for Transfer of a License from Premises to Premises of a Class A Liquor License for State Fair Liquor & Food Mart's current location at 1568 S. 81st Street to 1717 S. 76th Street, for Pabrita Halder, Agent.
40. [2022-0680](#) 2022-2024 New Operator's License (Bartender/Class D Operator) application for Loretta Parys. (BART 171)
41. [2022-0681](#) 2022-2024 New Operator's License (Bartender/Class D Operator) application for Joel Briones. (BART 172)
Did not appear at 06/07/22 L&H Meeting.
42. [2022-0686](#) Communication regarding Nuisance Abatement Program - Action Plan Progress.

ADVISORY COMMITTEE

43. [R-2022-0389](#) Resolution in support of universal background checks for firearm acquisition and prohibiting the sale of AR-15-style rifles.
Sponsors: Alderperson Vitale
44. [2022-0646](#) Appointment by Mayor Devine of Alice Behnke to the Board of Appeals with a 3-year term to expire June 7, 2025.
Recommendation: Approve

M. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

Aldersperson Thomas G. Lajsic, Council President

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

Tuesday, May 17, 2022

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Avenue

REGULAR MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

Excused 1 - Tenorio

C. PLEDGE OF ALLEGIANCE

Led by Ald. Reinke.

D. PUBLIC HEARINGS

1. [R-2022-0333](#) Resolution relative to the determination for a Special Use Permit for The Deco, a proposed event space, to be located at 7140 W. Greenfield Ave.

Sponsors: Safety and Development Committee

Planning and Zoning Manager Steve Schaer presented.

E. CITIZEN PARTICIPATION

None.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

G. MAYOR'S REPORT

Mayor Devine spoke about:

**National Police, EMS and Public Works Week and thanked those departments for their dedication.*

**Thanked the Public Works Dept. for hosting the job fair and open house.*

**Shared appreciation to the residents who participated in the City Wide clean up with the Community Services Bureau of the Police Dept.*

H. ALDERPERSON'S REPORT

Ald. Reinke talked about Christian Yelich spreading a message of kindness by bagging groceries at Pick N Save and paying for groceries.

I. APPROVAL OF MINUTES

2. [2022-0605](#) May 3, 2022 Draft Common Council Minutes.

Ald. Lajsic moved to approve this matter, Ald. Stefanski seconded, motion carried.

J. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)**Passed The Consent Vote**

Ald. Lajsic moved to approve the Consent Agenda, items #3 - #17, Ald. Grisham seconded, motion carried by roll call vote:

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

No: 0

3. [R-2022-0354](#) Resolution Amending Fee Schedule - Licensing update May 2022.

Sponsors: Administration and Finance Committee

Adopted

4. [R-2022-0355](#) Resolution to grant a utility easement by the City of West Allis to Everstream GLC Holding Company LLC, to install fiber optic cable to service existing cellular equipment located on the water tank located at S. 84 St. and W. National Ave.

Sponsors: Public Works Committee

Adopted

5. [2021-0488](#) Department of Workforce Development Notice of Complaint Open Housing Law of Takia D. Coe ERD Case No. CR202101264.

Placed on File

6. [2021-0733](#) Claim by Element 84 LLC for excessive assessment.
Placed on File
7. [2022-0312](#) Claim by Bo Alan, LLC, regarding alleged personal property excessive assessment for property located at the State Fair.
Denied
8. [2022-0325](#) Claim by Sarahi Martinez, regarding damage to vehicle located at 1960 S 58th St. on February 18, 2022.
Placed on File
9. [2022-0423](#) Claim by Jeffrey Cottrell regarding property damage at 1037-39 S. 74th Street.
Denied
10. [2022-0430](#) Claim by Kathy Bott regarding property damage at 1343 S. 113th Street in January 2022.
Denied
11. [2022-0461](#) Claim by Angelica Torres Juarez regarding personal injury at 5919 W. Burnham Street on September 4, 2020.
Denied
12. [2022-0494](#) Claim by Cynthia Nix regarding garbage collection at 718 S. 123rd Street on Friday, March 4, 2022.
Denied
13. [2022-0583](#) Claim by Paige Radke, regarding injuries sustained along North Avenue, on October 9, 2020.
Placed on File
14. [2022-0597](#) Claim by Bryan Lynch, regarding vehicle damage at 2049 S. 70th Street on January 4, 2022.
Referred to City Attorney
15. [2022-0598](#) Claim by Bryan Lynch, regarding vehicle damage at 2049 S. 70th Street on September 24, 2021.
Referred to City Attorney
16. [2022-0593](#) Finance Director/Comptroller submitting report for April 2022 indicating City of West Allis checks issued in the amount of \$2,198,880.84.
Placed on File
17. [2022-0594](#) April 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$141,782.93.
Placed on File

K. COMMON COUNCIL RECESS

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

The Council recessed at 7:21 p.m.

L. NEW AND PREVIOUS MATTERS**ADMINISTRATION & FINANCE COMMITTEE****Passed The Block Vote**

Ald. Haass moved to approve all the actions on items #18 - #19 on a block vote, motion carried by roll call vote:

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

No: 0

18. [2020-0648](#) Claim by Aurora Health Care regarding excessive assessments at Aurora Health Care, Inc. at 8901 W. Lincoln Ave.

Committee Action:

Ald. Lajsic moved to approve, Ald. Weigel seconded, motion carried.

Council Action: Approved

19. [2022-0611](#) Discussion regarding structural deficit work group option and ideas to mitigate the persistent structural deficit for departments whose liaison responsibilities are with the Administration & Finance Committee.

Committee Action:

Ald. Lajsic moved to hold, Ald. Weigel seconded, motion carried.

Recess meeting adjourned at 7:42 p.m.

Council Action: Held

PUBLIC WORKS COMMITTEE**Passed The Block Vote**

Ald. Roadt moved to approve all the actions on items #20 - #24 on a block vote, motion carried by roll call vote:

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

No: 0

20. [R-2022-0344](#) Resolution determining the necessity of the taking for property located at 5121-5325 West Rogers St. and 2020-60 South 54th St (Tax key # 474-0004-001).

Sponsors: Alderperson Weigel

Committee Action:

Ald. Vitale moved to adopt, Ald. Reinke seconded, motion carried.

Council Action: Adopted

21. [R-2022-0356](#) Resolution to approve bid of Pro Electric, Inc. for Street Lighting Conversion in the City of West Allis in the amount of \$1,104,667.75.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

22. [R-2022-0357](#) Resolution to approve bid of Green Bay Pipe & TV, LLC. for Closed Circuit TV Inspection of Sanitary and Storm Sewers in the City of West Allis in the amount of \$74,555.00.

Sponsors: Public Works Committee

Committee Action:

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

Council Action: Adopted

23. [R-2022-0358](#) Resolution to approve bid of Wolf Paving for street construction in S 91st Street, W. Hayes Avenue, W. Orchard St and W. Vigo Terrace in the City of West Allis in the amount of \$550,129.75.

Sponsors: Public Works Committee

Committee Action:

Ald. Vitale moved to adopt, Ald. Reinke seconded, motion carried.

Council Action: Adopted

24. [2022-0612](#) Discussion regarding structural deficit work group option and ideas to mitigate the persistent structural deficit for departments whose liaison responsibilities are with the Public Works Committee.

Committee Action:

Ald. Grisham moved to hold, Ald. Stefanski seconded, motion carried.

Ald. Stefanski moved to adjourn at 7:29 p.m., Ald. Grisham seconded, motion carried.

Council Action: Held

SAFETY & DEVELOPMENT COMMITTEE

Passed The Block Vote

Ald. Lajsic moved to approve all the actions on items #25 - #26 on a block vote, motion carried by roll call vote:

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

No: 0

25. [R-2022-0333](#) Resolution relative to the determination for a Special Use Permit for The Deco, a proposed event space, to be located at 7140 W. Greenfield Ave.

Sponsors: Safety and Development Committee

Ald. Weigel and Ald. Kuehn amended hours of operation to state Class B Premises hours

Committee Action:

Ald. Kuehn moved to Adopt as amended, Ald. Weigel seconded, motion carried.

Council Action: Adopted

26. [2022-0613](#) Discussion regarding structural deficit work group option and ideas to mitigate the persistent structural deficit for departments whose liaison responsibilities are with the Safety & Development Committee.

Committee Action:

Ald. Lajsic moved to hold, Ald. Weigel seconded, motion carried.

Recess meeting adjourned at 7:48 p.m.

Council Action: Held

LICENSE & HEALTH COMMITTEE**Passed The Block Vote**

Ald. Vitale moved to approve all the actions on items #20 - #24 on a block vote, motion carried by roll call vote:

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

No: 0

27. [O-2022-0080](#) Ordinance to establish a trap/neuter/release program for feral cats amending sections 7.12 and 7.122.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Committee Action:

Ald. Grisham moved to pass, Ald. Stefanski seconded, motion carried.

Council Action: Passed

28. [2022-0462](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for Riviera of Wisconsin, d/b/a Riviera Lanes, 8600 W. Greenfield Avenue, from May 1, 2022 to November 1, 2022. (TEMP 22 4)
- Committee Action:**
Ald. Grisham moved to grant, allowing to be fenced off between Memorial Day and Labor Day and between the hours of 7-10 p.m. on Saturdays and 3-7 p.m. on Sundays, Ald. Reinke seconded, motion carried.
- Council Action: Granted**
29. [2022-0579](#) New Class B Tavern License and Public Entertainment Premise Permit for National 92nd Inc, d/b/a Henry Flachs, 9140 W National Avenue, West Allis, WI 53219; Agent: John Roots. Public Entertainment Premise Permit to include Juke box, disc jockey, pool tables, amusement machines, theater movies, bands, karaoke, patrons dancing, instrumental music and theatrical performances. (ALC 22 49)
- Committee Action:**
Ald. Grisham moved to grant, Ald. Stefanski seconded, motion carried.
- Council Action: Granted**
30. [2022-0602](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for DeBacks Wrestling Taco, d/b/a Wrestling Taco, 1606 S 84th St, from May 20, 2022 to November 1, 2022. (TEMP 22 7)
- Committee Action:**
Ald. Reinke moved to grant the "parking lot option", Ald. Grisham seconded, motion carried.
- Council Action: Granted**
31. [2022-0603](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for Eckbar LLC, d/b/a Eckbar, 7408 W Walker St, from May 30, 2022 to September 30, 2022. (TEMP 22 8)
- Committee Action:**
Ald. Stefanski moved to grant, between May 30, 2022 through October 3, 2022, with outside live music between the hours of 6-8 p.m. on Thursdays and 11-4 on Sundays, Ald. Grisham seconded, motion carried.
- Council Action: Granted**

32. [2022-0604](#) Class B Tavern Seasonal Temporary Premise Extension and Temporary Public Entertainment Premises Permit requests for Doppleganger's Inc, d/b/a Dopp's Bar & Grill, 1753 S 68th St, from May 18, 2022 to November 1, 2022. (TEMP 22 10)
- Committee Action:**
Ald. Stefanski moved to hold; Ald. Vitale seconded, motion carried.
- Council Action: Held**
33. [2022-0606](#) New Class A Liquor and Beer License County Beer & Liquor Inc, d/b/a County Beer & Liquor, 979 S 60th St, West Allis, WI 53214; Agent: Jasmeet Singh. (ALC 22 20)
- Committee Action:**
Ald. Vitale moved to grant; Ald. Stefanski seconded, motion carried.
- Council Action: Granted**
34. [2022-0596](#) April 2022 Police Department tavern violations/calls for service report.
- Committee Action:**
Ald. Reinke moved to place on file, Ald. Grisham seconded, motion carried.
- Council Action: Placed on File**
35. [2022-0614](#) Discussion regarding structural deficit work group option and ideas to mitigate the persistent structural deficit for departments whose liaison responsibilities are with the License & Health Committee.
- Committee Action:**
Ald. Reinke moved to hold, Ald. Stefanski seconded, motion carried.
- Ald. Stefanski moved to adjourn at 8:45 p.m., Ald. Grisham seconded, motion carried.**
- Council Action: Held**

ADVISORY COMMITTEE

Passed The Block Vote

Ald. Reinke moved to approve all the actions on items #36 - #38 on a block vote, motion carried by roll call vote:

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

No: 0

36. [O-2022-0085](#) Ordinance to assign readjusted wards to aldermanic districts.

Sponsors: Alderperson Reinke

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

Council Action: Passed

37. [2022-0607](#) Appointment by Mayor Devine of Brandon Reinke(alternate) to the Plan Commission with a 3-year term to expire May 17, 2025.

Committee Action:

Ald. Vitale moved to approve, Ald. Grisham seconded, motion carried.

Council Action: Approved

38. [2022-0615](#) Appointment by Mayor Devine of Jessica Katzenmeyer to the Plan Commission with a 3-year term to expire May 17, 2025.

Committee Action:

Ald. Grisham moved to approve, Ald. Vitale seconded, motion carried.

Ald. Grisham moved to adjourn at 8:50 p.m., Ald. Vitale seconded, motion carried.

Council Action: Approved

The Council returned from recess at 8:50 p.m.

Roll Call was taken and the following were present:

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

Excused 1 - Tenorio

M. ADJOURNMENT

Ald. Lajsic moved to adjourn at 9:02 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is June 7, 2022 at 7:00 p.m.

YouTube Meeting Links for May 17, 2022:

Common Council Part 1

<https://www.youtube.com/watch?v=BGfUc-lm7Ac>

Recess - Administration & Finance / Safety & Development

<https://www.youtube.com/watch?v=eNQ-bXt80zk>

<https://www.youtube.com/watch?v=6aNDxLGY5Zs>

Recess - License & Health, Public Works & Advisory

<https://www.youtube.com/watch?v=5-8Me9dVuWs>

Common Council Part 2

<https://www.youtube.com/watch?v=sx6BLcEzAPQ>



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**CITY OF WEST ALLIS
ORDINANCE O-2022-0086**

**ORDINANCE TO ADJUST TERM OF TRANSIENT MERCHANT AND JUNK
PICKER LICENSES**

AMENDING SECTION 9.47

WHEREAS, the term for transient merchant and junk picker licenses is 60 days; and

WHEREAS, a longer term would balance the the public interest in licensing those activities and the administrative burdens for city staff and licensees;

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

SECTION 1: **AMENDMENT** “9.47 General Provisions” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

9.47 General Provisions

1. Vicarious Liability. 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	Issuing Officer May Grant (a)	Record Check	Expires	Departments Notified							
					BI NS	Clerk	Engineer	Fire	Health	Planning	Police	Public Works
Adult-Oriented Entertainment	Clerk	No	Yes	June 30	X	X		X	X		X	
Alcohol Beverages												
Class "B" Beer (provisional)	Clerk	Yes(b)		60 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	No	As stated on license		X					X	
"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	No	As state d on licen se		X					X	
"Class C" Wine (provisio nal)	Clerk	Yes(b)		60 days	X	X		X	X		X	
"Class C" Wine (regular)	Clerk	No		June 30	X	X		X	X		X	
of Premises	Clerk	No		As state d on licen se	X	X			X	X	X	
Operator 's (provisio nal)	Clerk	Yes(c)		60 days		X					X	
Operator 's (regular)	Clerk	Yes(f)		Ever y other June 30		X					X	
Operator 's (tempora ry)	Clerk	Yes		1-14 days		X					X	
Animal Sales and Service	Health Commi ssioner	Yes		June 30					X			
Bed and Breakfa st Establis	Health Commi ssioner	Yes		June 30 (e)					X			

hment												
Body Piercing	Health Commissioner	Yes		June 30					X			
Campground and Camping Resort	Health Commissioner	Yes		June 30(e)					X			
Cigarette and Tobacco Products Retailer	Clerk	Yes		June 30		X						
Concrete Contractor	Clerk	Yes		June 30		X	X					
Entertainment Device Distributor	Clerk	Yes		June 30		X					X	
Escort Service	Clerk	No	Yes	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 60 days		X					X	X
Lodging House	Health Commi	Yes		June 30	X				X			

	ssioner											
Manuf ctured and Mobile Home Commu nity	Clerk	Yes		June 30 of even years	X	X					X	
Nicotine Product s Retailer	Clerk	Yes		June 30	X	X			X		X	
Pawnbr oker	Clerk	No		Dec. 31		X					X	
Public Entertai nment												
Regular	Clerk	No	Yes	June 30	X	X		X	X	X	X	
Tempora ry	Clerk	No	Yes (d)	As state d on licen se							X	
Public Swimmi ng Pool	Health Commi ssioner	Yes		June 30(e)					X			
Recreat ional and Educati onal Camp	Health Commi ssioner	Yes		June 30(e)					X			
Retail Food Establis hment	Health Commi ssioner	Yes		June 30(e)					X			
Second hand	Clerk	No		Dec.		X					X	

Article Dealer				31								
Second hand 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 60 days		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 applicants whose applications are pending before the common council and all the following applies:
 - i. The License & Health Committee has recommended granting the license.
 - ii. The applicant has obtained all required licenses and permits.
 - iii. The applicant has passed all required inspections.
- 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 for a temporary public entertainment license if the applicant already holds a Class "B" license.
- 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.
4. Fees. An applicant for a license shall pay any applicable fees listed in the [Fee Schedule](#).

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2022-0086**

**ORDINANCE TO ADJUST TERM OF TRANSIENT MERCHANT AND JUNK
PICKER LICENSES**

AMENDING SECTION 9.47

WHEREAS, the term for transient merchant and junk picker licenses is 60 days; and

WHEREAS, a longer term would balance the the public interest in licensing those activities and the administrative burdens for city staff and licensees; and

WHEREAS, Wis. Stat. 66.0435 requires all local manufactured and mobile home community licenses to expire annually;

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

SECTION 1: **AMENDMENT** “9.47 General Provisions” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

9.47 General Provisions

1. Vicarious Liability. 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	Issuing Officer May Grant (a)	Recorder Check	Expires	Departments Notified							
					BI NS	Clerk	Engineer	Fire	Health	Planning	Police	Public Works
Adult-Oriented Entertainment	Clerk	No	Yes	June 30	X	X		X	X		X	
Alcohol Beverages												
Class "B" Beer (provisional)	Clerk	Yes(b)		60 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	No	As stated on license		X					X	
"Class B" Liquor (provisional)	Clerk	Yes(b)		60 days	X	X		X	X		X	
"Class B"				June								

Liquor (regular)	Clerk	No		30	X	X		X	X		X	
"Class B" Wine (temporary)	Clerk	Yes	No	As stated on license		X					X	
"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	
of Premises	Clerk	No		As stated on license	X	X			X	X	X	
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	Health			June								

Breakfast Establishment	Commissioner	Yes		30 (e)					X			
Body Piercing	Health Commissioner	Yes		June 30					X			
Campground and Camping Resort	Health Commissioner	Yes		June 30(e)					X			
Cigarette and Tobacco Products Retailer	Clerk	Yes		June 30		X						
Concrete Contractor	Clerk	Yes		June 30		X	X					
Entertainment Device Distributor	Clerk	Yes		June 30		X					X	
Escort Service	Clerk	No	Yes	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 4 months		X					X	X

Lodging House	Health Commissioner	Yes		June 30	X				X			
Manufactured and Mobile Home Community	Clerk	Yes		June 30 <u>1 year</u> of even years	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	Yes	June 30	X	X		X	X	X	X	
Temporary	Clerk	No	Yes (d)	As stated on license							X	
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			

Second hand Article Dealer	Clerk	No		Dec. 31		X					X	
Second hand 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 month 60 days		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 applicants whose applications are pending before the common council and all the following applies:
 - i. The License & Health Committee has recommended granting the license.
 - ii. The applicant has obtained all required licenses and permits.
 - iii. The applicant has passed all required inspections.
- 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 for a temporary public entertainment license if the applicant already holds a Class "B" license.
- 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.
4. Fees. An applicant for a license shall pay any applicable fees listed in the [Fee Schedule](#).

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2022-0086**

**ORDINANCE TO ADJUST TERM OF TRANSIENT MERCHANT AND JUNK
PICKER LICENSES**

AMENDING SECTION 9.47

WHEREAS, the term for transient merchant and junk picker licenses is 60 days; and

WHEREAS, a longer term would balance the the public interest in licensing those activities and the administrative burdens for city staff and licensees; and

WHEREAS, Wis. Stat. 66.0435 requires all local manufactured and mobile home community licenses to expire annually;

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

SECTION 1: **AMENDMENT** “9.47 General Provisions” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

9.47 General Provisions

1. Vicarious Liability. 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	Issuing Officer May Grant (a)	Record Check	Expires	Departments Notified							
					BI NS	Clerk	Engineer	Fire	Health	Planning	Police	Public Works
Adult-Oriented Entertainment	Clerk	No	Yes	June 30	X	X		X	X		X	
Alcohol Beverages												
Class "B" Beer (provisional)	Clerk	Yes(b)		60 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	No	As stated on license		X					X	
"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	No	As state d on liden se		X					X	
"Class C" Wine (provisio nal)	Clerk	Yes(b)		60 days	X	X		X	X		X	
"Class C" Wine (regular)	Clerk	No		June 30	X	X		X	X		X	
Extensio n of Premises	Clerk	No		As state d on liden se	X	X			X	X	X	
Operator 's (provisio nal)	Clerk	Yes(c)		60 days		X					X	
Operator 's (regular)	Clerk	Yes(f)		Ever y other June 30		X					X	
Operator 's (tempora ry)	Clerk	Yes		1-14 days		X					X	
Animal Sales and Service	Health Commi ssioner	Yes		June 30					X			
Bed and Breakfast Establis hment	Health Commi ssioner	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 and Tobacco Products Retailer	Clerk	Yes		June 30		X						
Concrete Contractor	Clerk	Yes		June 30		X	X					
Entertainment Device Distributor	Clerk	Yes		June 30		X					X	
Escort Service	Clerk	No	Yes	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		<u>4</u> months 60 days		X					X	X
Lodging House	Health Commissioner	Yes		June 30	X				X			
Manufa				<u>1</u>								

ctured and Mobile Home Community	Clerk	Yes		Year June 30 of even years	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	Yes	June 30	X	X		X	X	X	X	
Temporary	Clerk	No	Yes (d)	As stated on license							X	
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			
Second hand Article Dealer	Clerk	No		Dec. 31		X					X	
Second												

hand 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 4 months 60 days		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 applicants whose applications are pending before the common council and all the following applies:
 - i. The License & Health Committee has recommended granting the license.
 - ii. The applicant has obtained all required licenses and permits.
 - iii. The applicant has passed all required inspections.
- 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 for a temporary public entertainment license if the applicant already holds a Class "B" license.
- 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.
4. Fees. An applicant for a license shall pay any applicable fees listed in the [Fee Schedule](#).

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 JUNE 07, 2022.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis

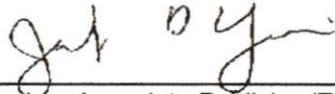


PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Jun. 10, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 10th day of June 2022



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

**NOTICE OF NEWLY ENACTED ORDINANCES**

Please take notice that the City of West Allis enacted on 2022-06-07:

O-2021-0086, Ordinance to adjust term of transient merchant and junk picker licenses.

O-2021-0087, Ordinance to amend noise regulation variance process.

O-2021-0090, Ordinance updating appraiser salary grade and replacing safety & training.

The full text may be obtained at the City Clerk's Office, 7525 W. Greenfield Ave., West

Allis, WI 53214 and through the Legislative Information Center on the City's Website at

<http://www.westalliswi.gov>. Clerk's telephone: 414-302-8220 Published: 2022-06-08

12126528/6-10

PROOF OF PUBLICATION

**CITY OF WEST ALLIS
RESOLUTION R-2022-0364**

**RESOLUTION TO AMEND FEE SCHEDULE - RETAIL FOOD ESTABLISHMENT
UPDATE JUNE 2022**

WHEREAS, the State of Wisconsin updated Wis. Adm. Code Ch. ATCP 75 with new terms and classifications; and

WHEREAS, the fee schedule must be updated to reflect the newest version of the state administrative code;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

SECTION 1: **AMENDMENT** “Food” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

A M E N D M E N T

Food

1. Licenses. The health commissioner may collect the following ~~food-establishment~~license fees, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food establishment base.

Type	Fee Amount	Authority
<u>Additional Kitchen Area</u>	<u>\$88.00 each</u>	<u>WS 97.41(4)</u>
<u>Food Establishment License Late Fee</u>	<u>\$100.00 (filed after June 30)</u>	<u>WS 97.41(4)</u>
Micro Markets	\$44.00 (single location) \$66.00 (multiple locations)	
Retail Food Establishment - not serving meals (TCS food)	\$150.00 (prepackaged) \$300.00 (simple) \$425.00 (moderate) \$1,030.00 (complex)	
Retail Food Establishment - not serving meals (non-TCS food)	\$175.00 (simple) \$295.00 (moderate)	
Retail Food Establishment - serving meals	\$230.00 (prepackaged TCS) \$375.00 (simple) \$525.00 (moderate) \$725.00 (complex)	
<u>Retail Food Establishment - serving meals (Special Organization: 4-12 days at one location)</u>	<u>\$204.00</u>	
Transient Food Establishment (for profit)	\$198.00 annually	
Transient Food Establishment (not-for-profit)	\$0.00 (1-3 days annually) \$198.00 (4+ days annually)	

Type	Fee Amount	Authority
Food Establishment License Late Fee	\$100.00 (filed after June 30)	
Micromarket License	\$44.00 (single) \$66.00 (two or more) + \$100.00 if filed after June 30	
Additional Kitchen Area	\$88.00	
DPI School - Re-Heat Only Kitchen Inspection	\$375.00	
DPI School - Production Kitchen Inspection	\$725.00	
Restaurant License (fixed or mobile location)	\$230.00 (pre-packaged) \$375.00 (low complexity) \$525.00 (moderate complexity) \$725.00 (high complexity)	
Retail Food License Without Processing	\$150.00	
Retail Food License With Processing (no potentially hazardous foods)	\$175.00 (<\$25,000) \$295.00 (>\$25,000)	
Retail Food License With Processing & Potentially Hazardous Foods	\$300.00 (<\$25,000) \$425.00 (\$25,000-\$1,000,000) \$1,030.00 (>\$1,000,000)	
Special Organization Serving Meals License	\$204.00 (4-12 days)	
Temporary Food Establishment - For-Profit	\$198.00	
Temporary Food Establishment - Retail Non-Profit	\$0.00 (1-12 days annually) \$198.00 (13+ days annually)	
Temporary Food Establishment - Meals Non-Profit	\$0.00 (1-3 days annually) \$198.00 (4+ days annually)	

2. Inspections. The health commissioner may collect the following inspection fees, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food establishment base.

Service	Fee Amount	Authority
<u>Retail Food Establishment - not serving meals (pre-packaged)</u>	<u>\$103.00 Pre-Inspection</u> <u>\$90.00 Re-inspections</u>	
<u>Retail Food Establishment - not serving meals (simple) (non-TCS foods)</u>	<u>\$155.00 Pre-Inspection</u> <u>\$90.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (simple) (TCS foods)</u>	<u>\$155.00 Pre-Inspection</u> <u>\$100.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (moderate) (non-TCS foods)</u>	<u>\$206.00 Pre-Inspection</u> <u>\$190.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (moderate) (TCS foods)</u>	<u>\$412.00 Pre-Inspection</u> <u>\$190.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (complex)</u>	<u>\$375.00 Pre-Inspection</u> <u>\$450.00 Re-Inspections</u>	
Retail Food Establishment - serving meals (pre-packaged)	<u>\$200.00 Pre-Inspection</u> <u>\$98.00 1st Re-Inspection</u> <u>\$130.00 2nd+ Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (simple)</u>	<u>\$250.00 Pre-Inspection</u> <u>\$240.00 1st Re-inspection</u> <u>\$320.00 2nd+ Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (moderate)</u>	<u>\$300.00 Pre-Inspection</u> <u>\$353.00 1st Re-inspection</u> <u>\$470.00 2nd+ Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (complex)</u>	<u>\$375.00 Pre-Inspection</u> <u>\$578.00 1st Re-inspection</u> <u>\$770.00 2nd+ Re-Inspections</u>	
Sanitation Inspection Fee For Class B and C Liquor Licenses	\$50.00 Initial Inspection \$25.00 Re-Inspections	
Transient Food Establishment License Inspection	\$50.00 1st Inspection \$100.00 2nd+ Re-Inspections	

Service	Fee Amount	Authority
Restaurant License Inspection Pre-Packaged	\$200.00 Pre-Inspection \$98.00 1st Re- Inspection \$130.00 2nd+ Re- Inspections	
Restaurant License Inspection Low Complexity	\$250.00 Pre-Inspection \$240.00 1st Re- inspection \$320.00 2nd+ Re- Inspections	
Restaurant License Inspection Moderate Complexity	\$300.00 Pre-Inspection \$353.00 1st Re- inspection \$470.00 2nd+ Re- Inspections	
Restaurant License Inspection High Complexity	\$375.00 Pre-Inspection \$578.00 1st Re- inspection \$770.00 2nd+ Re- Inspections	
Retail Food License Inspection Without Processing	\$103.00 Pre-Inspection \$90.00 Re-inspections	
Retail Food License Inspection With Processing (no potentially hazardous foods) \$0-\$25,000	\$155.00 Pre-Inspection \$90.00 Re-Inspections	
Retail Food License Inspection With Processing (no potentially hazardous foods) Greater than \$25,000	\$206.00 Pre-Inspection \$190.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods \$0-\$25,000	\$155.00 Pre-Inspection \$100.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods \$25,001-\$1,000,000	\$412.00 Pre-Inspection \$190.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods Greater than \$1,000,000	\$375.00 Pre-Inspection \$450.00 Re-Inspections	

3. Certificates. The health commissioner may collect the following certificate fees, as applicable.

Certificate	Fee Amount	Authority
<u>DPI School</u>	<u>\$725.00 (production kitchen)</u> <u>\$375.00 (reheat only)</u>	<u>WS 97.33(1m)</u>

4. Operating Without License. The health commissioner may collect the following fees for operating without a license, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food

establishment base.

Type	Fee Amount	Authority
Micro Markets	\$80.00 (single location) \$100.00 (multiple locations)	<u>ATCP 75.08(3)(e)</u>
Retail Food Establishment - not serving meals (TCS food)	\$90.00 (prepackaged) \$100.00 (simple) \$100.00 (moderate) \$100.00 (complex)	ATCP 75.08(3)(e)
Retail Food Establishment - not serving meals (non-TCS food)	\$100.00 (simple) \$100.00 (moderate)	<u>ATCP 75.08(3)(e)</u>
Retail Food Establishment - serving meals	\$749.00 (prepackaged TCS) \$749.00 (simple) \$749.00 (moderate) \$749.00 (complex)	<u>ATCP 75.08(3)(e)</u>

5. Reserved.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West
Allis

Dan Devine, Mayor City Of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0364**

**RESOLUTION TO AMEND FEE SCHEDULE - RETAIL FOOD ESTABLISHMENT
UPDATE JUNE 2022**

WHEREAS, the State of Wisconsin updated Wis. Adm. Code Ch. ATP 75 with new terms and classifications; and

WHEREAS, the fee schedule must be updated to reflect the newest version of the state administrative code;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

SECTION 1: **AMENDMENT** "Food" of the City Of West Allis Fee Schedule is hereby *amended* as follows:

A M E N D M E N T

Food

1. Licenses. The health commissioner may collect the following ~~food-establishment~~license fees, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food establishment base.

Type	Fee Amount	Authority
<u>Additional Kitchen Area</u>	<u>\$88.00 each</u>	<u>WS 97.41(4)</u>
<u>Food Establishment License Late Fee</u>	<u>\$100.00 (filed after June 30)</u>	<u>WS 97.41(4)</u>
Micro Markets	\$44.00 (single location) \$66.00 (multiple locations)	
Retail Food Establishment - not serving meals (TCS food)	\$150.00 (prepackaged) \$300.00 (simple) \$425.00 (moderate) \$1,030.00 (complex)	
Retail Food Establishment - not serving meals (non-TCS food)	\$175.00 (simple) \$295.00 (moderate)	
Retail Food Establishment - serving meals	\$230.00 (prepackaged TCS) \$375.00 (simple) \$525.00 (moderate) \$725.00 (complex)	
<u>Retail Food Establishment - serving meals (Special Organization: 4-12 days at one location)</u>	<u>\$204.00</u>	
Transient Food Establishment (for profit)	\$198.00 annually	
Transient Food Establishment (not-for-profit)	\$0.00 (1-3 days annually) \$198.00 (4 days annually)	

Type	Fee Amount	Authority
Food Establishment License Late Fee	\$100.00 (filed after June 30)	
Micromarket License	\$44.00 (single) \$66.00 (two or more) \$100.00 if filed after June 30	
Additional Kitchen Area	\$88.00	
DPI School - Re-Heat Only Kitchen Inspection	\$375.00	
DPI School - Production Kitchen Inspection	\$725.00	
Restaurant License (fixed or mobile location)	\$230.00 (pre-packaged) \$375.00 (low complexity) \$525.00 (moderate complexity) \$725.00 (high complexity)	
Retail Food License Without Processing	\$150.00	
Retail Food License With Processing (no potentially hazardous foods)	\$175.00 (<\$25,000) \$295.00 (>\$25,000)	
Retail Food License With Processing & Potentially Hazardous Foods	\$300.00 (<\$25,000) \$425.00 (\$25,000-\$1,000,000) \$1,030.00 (>\$1,000,000)	
Special Organization Serving Meals License	\$204.00 (4-12 days)	
Temporary Food Establishment - For-Profit	\$198.00	
Temporary Food Establishment - Retail Non-Profit	\$0.00 (1-12 days annually) \$198.00 (13 days annually)	
Temporary Food Establishment - Meals Non-Profit	\$0.00 (1-3 days annually) \$198.00 (4 days annually)	

2. Inspections. The health commissioner may collect the following inspection fees, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food establishment base.

Service	Fee Amount	Authority
<u>Retail Food Establishment - not serving meals (pre-packaged)</u>	<u>\$103.00 Pre-Inspection</u> <u>\$90.00 Re-inspections</u>	
<u>Retail Food Establishment - not serving meals (simple) (non-TCS foods)</u>	<u>\$155.00 Pre-Inspection</u> <u>\$90.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (simple) (TCS foods)</u>	<u>\$155.00 Pre-Inspection</u> <u>\$100.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (moderate) (non-TCS foods)</u>	<u>\$206.00 Pre-Inspection</u> <u>\$190.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (moderate) (TCS foods)</u>	<u>\$412.00 Pre-Inspection</u> <u>\$190.00 Re-Inspections</u>	
<u>Retail Food Establishment - not serving meals (complex)</u>	<u>\$375.00 Pre-Inspection</u> <u>\$450.00 Re-Inspections</u>	
Retail Food Establishment - serving meals (pre-packaged)	<u>\$200.00 Pre-Inspection</u> <u>\$98.00 1st Re-Inspection</u> <u>\$130.00 2nd Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (simple)</u>	<u>\$250.00 Pre-Inspection</u> <u>\$240.00 1st Re-inspection</u> <u>\$320.00 2nd Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (moderate)</u>	<u>\$300.00 Pre-Inspection</u> <u>\$353.00 1st Re-inspection</u> <u>\$470.00 2nd Re-Inspections</u>	
<u>Retail Food Establishment - serving meals (complex)</u>	<u>\$375.00 Pre-Inspection</u> <u>\$578.00 1st Re-inspection</u> <u>\$770.00 2nd Re-Inspections</u>	
Sanitation Inspection Fee For Class B and C Liquor Licenses	\$50.00 Initial Inspection \$25.00 Re-Inspections	
Transient Food Establishment License Inspection	\$50.00 1st Inspection \$100.00 2nd Re-Inspections	

Service	Fee Amount	Authority
Restaurant License Inspection Pre-Packaged	\$200.00 Pre-Inspection \$98.00 1st Re-Inspection \$130.00 2nd Re-Inspections	
Restaurant License Inspection Low Complexity	\$250.00 Pre-Inspection \$240.00 1st Re-inspection \$320.00 2nd Re-Inspections	
Restaurant License Inspection Moderate Complexity	\$300.00 Pre-Inspection \$353.00 1st Re-inspection \$470.00 2nd Re-Inspections	
Restaurant License Inspection High Complexity	\$375.00 Pre-Inspection \$578.00 1st Re-inspection \$770.00 2nd Re-Inspections	
Retail Food License Inspection Without Processing	\$103.00 Pre-Inspection \$90.00 Re-inspections	
Retail Food License Inspection With Processing (no potentially hazardous foods) \$0-\$25,000	\$155.00 Pre-Inspection \$90.00 Re-Inspections	
Retail Food License Inspection With Processing (no potentially hazardous foods) Greater than \$25,000	\$206.00 Pre-Inspection \$190.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods \$0-\$25,000	\$155.00 Pre-Inspection \$100.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods \$25,001-\$1,000,000	\$412.00 Pre-Inspection \$190.00 Re-Inspections	
Retail Food License Inspection With Processing & Potentially Hazardous Foods Greater than \$1,000,000	\$375.00 Pre-Inspection \$450.00 Re-Inspections	

3. Certificates. The health commissioner may collect the following certificate fees, as applicable.

Certificate	Fee Amount	Authority
<u>DPI School</u>	<u>\$725.00 (production kitchen)</u> <u>\$375.00 (reheat only)</u>	<u>WS 97.33(1m)</u>

4. Operating Without License. The health commissioner may collect the following fees for operating without a license, as applicable. "Retail Food Establishment" shall include any permanent retail food establishment, mobile retail food establishment, and mobile retail food

establishment base.

Type	Fee Amount	Authority
Micro Markets	\$80.00 (single location) \$100.00 (multiple locations)	<u>ATCP 75.08(3)(e)</u>
Retail Food Establishment - not serving meals (TCS food)	\$90.00 (prepackaged) \$100.00 (simple) \$100.00 (moderate) \$100.00 (complex)	ATCP 75.08(3)(e)
Retail Food Establishment - not serving meals (non-TCS food)	\$100.00 (simple) \$100.00 (moderate)	<u>ATCP 75.08(3)(e)</u>
Retail Food Establishment - serving meals	\$749.00 (prepackaged TCS) \$749.00 (simple) \$749.00 (moderate) \$749.00 (complex)	<u>ATCP 75.08(3)(e)</u>

5. Reserved.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0375**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO AMEND AN EXISTING
PROFESSIONAL SERVICES CONTRACT WITH KL ENGINEERING, INC. FOR
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 \$280,000**

WHEREAS, the City had an existing agreement with KL Engineering, Inc. to prepare a Street Lighting Conversion Plan for the City of West Allis that was presented to the Common Council and which outlines a budget and construction plan for the duration of the entire street lighting conversion process ; and,

WHEREAS, with the recent discontinuance of low-pressure sodium (LPS) luminaire manufacturing, the City has approximately 7 years before large numbers of streetlight fixtures begin to go dark. The Street Lighting Conversion Plan evaluated alternatives for upgrading the City's lighting system to ensure lighting systems remain operational, to increase overall efficiency and to take advantage of cost-savings resulting from decreased energy usage and maintenance; and,

WHEREAS, the City previously amended their agreement with KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2022.; 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 City will need further assistance from KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2023; 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 2022 adopted budget.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated May 23, 2022 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 \$280,000 be and is hereby accepted. Funding for this purchase has been budgeted and is available in the 2022 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-2022-0375” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0375(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



5400 King James Way I Suite 200
Madison, WI 53719
608.663.1218
Toll Free: 800.810.4012
www.klengineering.com

May 23, 2022

Peter Daniels, P.E.
City 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 – 2022 Lighting Circuit Upgrades

Dear Peter:

KL Engineering, Inc. is pleased to provide you with this proposal to perform construction engineering services for the 2022 Lighting Circuit Upgrade Projects. 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 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**.

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 is within similar proportion to our costs for the previous circuit conversion projects (\$780/light), leaning conservatively based on a larger magnitude of work within the same timeframe, and the schedule impacts and coordination associated with the State Fair. Our current cost includes funds for both the oversight of 2022 Circuit conversions, as well as the ongoing oversight to complete the remaining restoration and punch list work from the 2021 circuit conversion design contract.

- Ongoing 2021 Construction Oversight: \$15,000
 - Restoration & Final punch list
- 2022 Construction Oversight (185 lights): \$145,000
 - Scoped as follows
- Total Contract Cost: \$160,000

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.

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.
Senior Engineer II

KL Engineering, Inc.

Approved By:  _____
Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: May 23, 2022

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A

Construction Engineering Scope of Services

2022 Circuit Conversions West Allis, Wisconsin

Project Background:

This proposal is to perform construction engineering services for the 2022 circuit conversion projects. Projects included in the 2022 Streetlighting Circuit Conversion scope are as follows:

1. Circuit M-1: Base Bid Only (as described in the plans)
2. Circuit N-4: Entire Circuit
3. Circuit O-1 (as-built mapping only)
4. Circuit O-2 (as-built mapping only)

Active Construction Oversight and Inspection

- Schedule Assumptions:
 - Construction kickoff by June 1, 2022
 - Construction completion deadline (per bid contract) is October 31, 2022
 - Full-time active construction is expected to occur for the entire 24-week project duration (23 week allowable schedule, with an additional week for as-built quantification), with modified activity during the Wisconsin State Fair
- Basis for Active Oversight and Inspection by KL Engineering:
 - Total Allocation – 1,104 hours (includes management, inspection, and administrative efforts)
 - Accounts for staffing for the entire 24-week project duration
 - Based on an average of 3 site visits per week for the entire duration
 - On-site hours are increased from previous year due to lessons learned and increased project size
 - 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-bid meeting for the high voltage series circuit conversion project.
 - 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. This task includes up to forty (40) hours for 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 mapping will be compiled from field locations.
 - Mapping will be developed, converted, and formatted for inclusion with the City's GIS database
 - Mapping will be coordinate correct and digitally based, updated plans are not included



STANDARD BILLING RATE SCHEDULE EFFECTIVE DECEMBER 1, 2021

Administration	\$80.00
Limited Term Employee	\$60.00
Technician I	\$66.00
Technician II	\$75.00
Technician III	\$85.00
Technician IV	\$90.00
Technician V	\$95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$120.00
Surveyor I	\$75.00
Surveyor II	\$80.00
Surveyor III	\$85.00
Surveyor IV	\$88.00
Surveyor V	\$90.00
Senior Surveyor I	\$95.00
Senior Surveyor II	\$103.00
Senior Surveyor III	\$105.00
Engineer I	\$90.00
Engineer II	\$94.00
Engineer III	\$98.00
Engineer IV	\$102.00
Engineer V	\$105.00
Senior Engineer I	\$110.00
Senior Engineer II	\$120.00
Senior Specialist III	\$120.00
Senior Engineer III	\$130.00
Technical Leader	\$130.00
Project Leader	\$143.00
Senior Technical Leader	\$145.00
Senior Project Leader	\$145.00
Discipline Leader	\$155.00
Director	\$165.00
Principal	\$175.00

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 December 1, 2021 and will remain in effect until October 31, 2022 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.
General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Owner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in anyway to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.



5400 King James Way I Suite 200
Madison, WI 53719
608.663.1218
Toll Free: 800.810.4012
www.klengineering.com

May 23, 2022

Peter Daniels, P.E.
City Engineer
City of West Allis Engineering Department
7525 W Greenfield Ave. Room 212
West Allis, WI 53214

RE: Proposal for Lighting Design Services – City of West Allis – 2023 Lighting Circuit Upgrades

Dear Peter:

KL Engineering, Inc. is pleased to provide you with this proposal to perform lighting and electrical design for the 2023 Lighting Circuit Upgrades. The following attachments are included with this letter, and should be considered part of our contract for engineering services:

- Attachment A – Project Background, Design Team, and Schedule
- Attachment B – Contract Assumptions and Scope of Services
- Attachment C – Billing Schedule
- Attachment D – General Terms and Conditions

The total cost for lighting design services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$120,000**. The level of effort for KL Engineering to provide lighting and electrical design is described in **Attachment A**.

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 lighting and electrical design included with this proposal is within similar magnitude and proportion to our previous circuit conversion project costs, average approximately 350 lighting units converted between both City and Contractor forces, at approximately \$350/light.

Upon delegation of circuits to be converted with this design contract, KL will coordinate with the City of West Allis to ensure the work and budget are compatible. KL will produce a written document to confirm contract scope and budget, and any discrepancies will be handled via amendment as necessary.

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 January 1, 2023. 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 with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely,
KL Engineering, Inc.



Jake Joyal, P.E.
Senior Engineer II

KL Engineering, Inc.

Approved By:  _____

Title: Director – Infrastructure Services

Date: May 23, 2021

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A

Project Background, Design Team, and Schedule

Lighting and Electrical Design Services 2023 Circuit Conversions West Allis, Wisconsin

Project Background:

In 2019 the City of West Allis completed a planning study which evaluated alternatives for upgrading the City's lighting systems. The purpose of this study was to ensure lighting remains operational, to increase overall efficiency and to take advantage of cost savings resulting from decreased energy usage and reduced maintenance. The study concluded that 225 LPS luminaires must be converted annually from high voltage series circuitry to low voltage parallel circuitry in order to keep pace with impending LPS outages.

KL Engineering has provided lighting design services for Circuit Conversions over the past 3 years, resulting of the conversion of 13 high voltage lighting systems. Approximately half of the construction has been performed by the City's electrical staff, while the other half was publicly let for the work to be performed by contractor forces. In total, the past 3 years of Circuit Conversions will have converted 900 lighting units from high voltage series to low voltage parallel.

KL Engineering will continue to implement several "best practices" that we have identified from our services preparing the previous projects. Our team plans to deliver the 2023 conversion projects in an efficient and high-quality manner, with minimal time and resources needed from City staff.

Circuits designated for conversion in 2023 will be determined upon notice to proceed through coordination with West Allis Engineering and Electrical Maintenance. In keeping pace with depletion of LPS backstock, capacity of city forces, and annual circuit conversion budget, this contract assumes the 2023 projects will consist of approximately 350 lighting units, with up to 200 being converted by contractor forces.

Design Team:

KL is prepared to dedicate a team to fulfill the tasks outlined in this proposal. Professional resumes of the team members can be made available upon request. The KL project team consists of engineers, technicians, and a master electrician who have been selected based on experience and knowledge of the specific services offered with this proposal. A larger support staff beyond those mentioned will be available to supplement our planning, design, and construction efforts when required.

Jake Joyal, PE (Project Manager, Madison, WI)

As the project manager for the 2023 street lighting circuit conversion project, Jake will be responsible for coordinating KL team performance and committing firm resources to ensure successful completion of project tasks. Jake will also be responsible for leading the design team preparation of the plans and specifications and reviewing all project work for accuracy and completeness. Jake has established relationships with City of West Allis staff and will be their primary contact for coordination through the preliminary and final design stages.

Mike Scarmon, PE (Quality Control and Admin, Madison, WI)

As the project administrator in charge of quality control for the 2023 street lighting circuit conversion project, Mike will be responsible for providing internal quality control for KL's project tasks through preliminary and final design, and construction. Mike's primary focus will include contract documents, administrative coordination with the City of West Allis and other miscellaneous planning tasks.

Tony Steinert (Electrical Designer and Construction Lead, Green Bay, WI)

Tony will provide field documentation and assist with electrical design for the circuit conversion projects. He will focus on establishing existing and proposed infrastructure location, condition, and electrical

capacity. Tony's role will include reviewing plans, estimates, and constructability. He will also coordinate with contractors, utilities, and other project stakeholders

Andrew Lobdell (Lighting Designer, Madison, WI)

Andrew will be responsible for drafting the plans, and any necessary construction details. He will create existing lighting design files from the GIS files provided by the city and will create as-built files for the City to import back into their GIS database. He will also assist with bid item quantities, and estimates developed for the street lighting circuit conversion project.

Project Schedule:

We anticipate quickly mobilizing upon receiving authorization to proceed with the intent to prepare biddable plans for a construction site in early spring. See below for the anticipated design schedule for the 2023 lighting upgrade projects:

- June 1, 2022: Authorization to proceed
- Week of July 11th, 2022: Kickoff meeting
- Week of October 3rd, 2022: Design review meeting #1
- Week of January 16th, 2023: Design review meeting #2
- March 10, 2023: Plans to City for Review
- March 22 & 29, 2023: Plans advertised for bids
- April, 2023: Award bids
- May, 2023: Start construction

The schedule for the remainder of the construction season will be dictated by the contractor(s) who will be selected to complete the work and other factors that will be determined through the design process.

Attachment B

Contract Assumptions and Scope of Services

Lighting and Electrical Design Services

2023 Circuit Conversions

West Allis, Wisconsin

Preliminary Engineering:

The preliminary engineering phase includes data collection and investigative efforts necessary to establish the design parameters that will be subsequently used in the Design Engineering phase.

The scope of preliminary engineering work is similar for all project segments. The preliminary engineering sub-tasks include the following:

- Update the Lighting System Analyzer Database
 - The database prepared as part of the planning study will be updated and maintained on an ongoing basis.
 - Updates include adjusting estimates to reflect 2022 bid results.
- Meetings – KL will facilitate a kickoff meeting in mid-October at the City of West Allis to confirm the following project details:
 - Lessons learned from 2022 Circuit Conversion Design Process
 - Schedule and project milestones
 - Design methodology and standard practices
 - Points of contact and coordination
- Mapping
 - KL will use the City's GIS database to develop a 2D layout of the extents of each circuit to be used in lieu of actual survey data. This database will also be used to obtain rough approximations of gas and electric utility locations, as well as existing streetlighting infrastructure.
 - KL will coordinate with diggers hotline for utility mapping of the circuit conversion area to determine potential locations of significant conflicts.
 - KL will perform a field review and manually locate all streetlighting units and controls. Data will be uploaded into Civil 3D for design utilization to create removal plans.
 - Field survey will not be collected except for when work falls within roadway reconstruction limits, where KL will coordinate with the City to obtain survey data from others. KL may request additional survey to be completed by the City when more specific mapping data is required.
- Field Work
 - KL will perform field reviews to manually locate all existing streetlighting infrastructure for the specified high voltage series circuits.
 - KL will inspect all existing lighting infrastructure to determine and document its availability for re-use.
 - KL will measure all applicable panel amperages and circuit voltage drops on existing low voltage electrical services to determine capacity for carrying additional loads from converted high voltage systems.
 - KL will field verify and document any significant potential conflicts including complex overhead or underground utility configurations, steep grades, railroad corridors, tree canopy issues, paved terrace areas, and other similar features.
 - KL will field document all existing signing within the project limits as it pertains to shared lighting infrastructure.
- Electrical Standards
 - Includes revisions to the electrical standards and details as necessary based on lessons learned from previous Circuit Conversion projects.
- Deliverables
 - Includes plans with existing conditions mapping and depiction of all features described above.
 - Includes site photos, electrical documentation, and other field notes.

Design Engineering:

This task includes completion of streetlighting and electrical design for the high voltage circuits, as well as development of plans, specifications and construction estimates for preliminary and final project intervals. The scope of design engineering work is similar for all project segments.

The design engineering sub-tasks include the following:

- Meetings – KL will meet with City staff at two (2) design intervals in October and January to review all circuit conversion design plans and determine any conflicts with scheduling or roadway reconstruction projects.
- Design Standards
 - Lighting design will utilize and reference West Allis standard electrical specifications and details.
 - Lighting infrastructure will be designed to meet NEC specifications.
 - Lighting design will be based on a 1-for-1 replacement with existing lighting units. Exact layout will be designed based on best practices, field conditions, and construction coordination.
 - Photometric modeling and illumination documentation are not included.
 - All lighting infrastructure will conform to the standardized materials as determined for use with these projects. Exceptions to standard conditions may require additional design effort to complete.
- Electrical Service and Controls Coordination
 - Using the City mapping created from GIS and manual locates, proposed cabinet locations will be determined. Proposed cabinet locations shall be optimized by taking consideration of neighboring low voltage service capacities, as well as all future high voltage circuit conversion projects.
 - It is assumed that existing low voltage lighting services outside of the project limits may be considered as a potential power source.
 - It is assumed that proposed low voltage lighting services may be installed with the anticipation for future expansion beyond the project limits.
 - This task includes coordination with the electrical utility for up to one (1) new electrical service per high voltage series circuit being converted, completing the permit form and application, and conflict mitigation.
- Street Lighting Design
 - All existing street lighting infrastructure that was located from manual inspection and GIS databases will be mapped in AutoCAD Civil 3D and required removals will be determined.
 - Final lighting layout, electrical conduit routing, pull box and control cabinet locations will be mapped in AutoCAD Civil 3D.
 - Using the proposed layouts, voltage drop calculations will be performed to determine optimized electrical circuiting and conductor sizing. All calculations will be documented with spreadsheets and will be available for review upon request.
 - Includes establishing requirements for temporary connections, temporary lighting, and other construction operations.
 - Includes accounting for sign replacement where infrastructure is shared
- Field Work
 - Upon completion of pre-final design, KL will field verify all proposed lighting, pull box and cabinet locations to ensure design efficiency and mitigate conflicts with existing geometrics and known utilities.

Bidding and Administration:

This task includes preparing and submitting deliverables for project advertisement and letting. The scope of bidding and administration work is similar for all project segments.

The bidding and administration sub-tasks include the following:

- Prepare Bidding Plans and Specifications – KL will develop and submit construction documents for each circuit conversion for two project intervals, pre-final and final, with one (1) opportunity for official review after the pre-final submittal. Deliverables will include the following:
 - Lighting Removal Plans
 - Lighting Plans
 - Signing Plans
 - Construction Details (4 pages)
 - Technical Specifications

- Bid Tabulations
- Project Delivery and Administration
 - This proposal assumes that construction estimates will be updated continuously and presented at check-in meetings with the City of West Allis.
 - This proposal assumes lighting designs associated with any concurrent roadway reconstruction projects will be included with the circuit conversion project lettings and will not be bid as part of the roadway projects. Preparing lighting deliverables for multiple lettings may require additional services to complete.
 - This proposal is based on the City completing bidding documents and advertisement for one (1) letting per all high voltage series circuit conversions. The required contractor sealed bid submittal package will include the following elements that then assure conformance with state bidding and construction laws as noted in Wisconsin Statutes 66.0901, and 62.15:
 - Bid bond
 - Signed bid form (binding price)
 - All proposed material submittals (correlate with the bid price)
 - Affidavit of organization
 - Project bidding manual
 - Project advertisement on Quest
 - Other front-end documents as required
- Meetings and Coordination:
 - Includes one (1) kick-off meeting as described previously.
 - Includes two (2) design review meetings as described previously.
 - Includes one (1) pre-bid meeting with contractors.



STANDARD BILLING RATE SCHEDULE EFFECTIVE DECEMBER 1, 2021

Administration	\$80.00
Limited Term Employee	\$60.00
Technician I	\$66.00
Technician II	\$75.00
Technician III	\$85.00
Technician IV	\$90.00
Technician V	\$95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$120.00
Surveyor I	\$75.00
Surveyor II	\$80.00
Surveyor III	\$85.00
Surveyor IV	\$88.00
Surveyor V	\$90.00
Senior Surveyor I	\$95.00
Senior Surveyor II	\$103.00
Senior Surveyor III	\$105.00
Engineer I	\$90.00
Engineer II	\$94.00
Engineer III	\$98.00
Engineer IV	\$102.00
Engineer V	\$105.00
Senior Engineer I	\$110.00
Senior Engineer II	\$120.00
Senior Specialist III	\$120.00
Senior Engineer III	\$130.00
Technical Leader	\$130.00
Project Leader	\$143.00
Senior Technical Leader	\$145.00
Senior Project Leader	\$145.00
Discipline Leader	\$155.00
Director	\$165.00
Principal	\$175.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc)	at cost
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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 December 1, 2021 and will remain in effect until October 31, 2022 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.
General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Owner shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Owner or any person or organization for which Owner is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Owner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Owner or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Owner or by others acting through the Owner.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in anyway to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

**CITY OF WEST ALLIS
RESOLUTION R-2022-0375**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO AMEND AN EXISTING
PROFESSIONAL SERVICES CONTRACT WITH KL ENGINEERING, INC. FOR
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 \$280,000**

WHEREAS, the City had an existing agreement with KL Engineering, Inc. to prepare a Street Lighting Conversion Plan for the City of West Allis that was presented to the Common Council and which outlines a budget and construction plan for the duration of the entire street lighting conversion process ; and,

WHEREAS, with the recent discontinuance of low-pressure sodium (LPS) luminaire manufacturing, the City has approximately 7 years before large numbers of streetlight fixtures begin to go dark. The Street Lighting Conversion Plan evaluated alternatives for upgrading the City's lighting system to ensure lighting systems remain operational, to increase overall efficiency and to take advantage of cost-savings resulting from decreased energy usage and maintenance; and,

WHEREAS, the City previously amended their agreement with KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2022.; 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 City will need further assistance from KL Engineering, Inc. to produce drawings and specifications for the new street lighting circuits which will be under construction in 2023; 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 2022 adopted budget.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated May 23, 2022 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 \$280,000 be and is hereby accepted. Funding for this purchase has been budgeted and is available in the 2022 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-2022-0375” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0375(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.


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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0376**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO AMEND AN EXISTING
AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR ENGINEERING
CONSULTING SERVICES RELATED TO THE CONSTRUCTION OF THE
EMERGENCY GENERATOR LOCATED AT THE WEST ALLIS POLICE AND
MUNICIPAL COURT CENTER IN AN AMOUNT NOT TO EXCEED \$55,150**

WHEREAS, the City has an existing agreement with Donohue & Associates, Inc. for Engineering Consulting Services for the design and installation of an emergency generator systems at the Fire Department Administration Building, Fire Station Number 3 and Police Department in the amount of \$123,231; and,

WHEREAS, the City will need further assistance from Donohue & Associates, Inc. to perform construction phase services for the removal of the existing two generators and the installation of a new generator at the Police and Municipal Court Center.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that up to \$55,150 is hereby approved for Donohue & Associates, Inc. for the construction phase services of the work to replace the generator located at the Police and Municipal Court Center; and,

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to enter into an amended agreement for Engineering Consulting Services with Donohue & Associates, Inc.; and,

BE IT FURTHER RESOLVED That funding for this work has been budgeted and will be charged to Account Number 100-4101-533.70-05, General Fund, Capital Items-Infrastructure.

SECTION 1: **ADOPTION** “R-2022-0376” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0376(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



May 27, 2022

Mr. Peter Daniels
City Engineer
7525 W. Greenfield Ave
West Allis, WI 53214

Re: Police Station – Construction Related Services Proposal

Dear Mr. Daniels:

We greatly appreciate the opportunity to present this proposal to perform construction phase services for you related to the generator replacement at the Police Station.

Scope of Services

Donohue will provide the following services:

Construction Phase Services

- Attend pre-con meeting at the Police Station
- Review shop drawings
- Response to contractor Requests for Information
- Coordinate with WIL Surge Electric
- Perform punchlist observation site visit and create list of required corrections
- Perform periodic construction observations visits. Scope assumes 26 visits from Allen Howe and 3 visits from Frank Macino

Compensation

Compensation for the work as defined in the Scope of Services of this proposal shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. The total cost for these basic Services will not exceed \$55,150 without prior written approval from City.

We look forward to collaborating on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michael Stohl'.

Michael Stohl, PE, Project Manager
920.803.7345

**CITY OF WEST ALLIS
RESOLUTION R-2022-0376**

**RESOLUTION AUTHORIZING THE CITY ENGINEER TO AMEND AN EXISTING
AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR ENGINEERING
CONSULTING SERVICES RELATED TO THE CONSTRUCTION OF THE
EMERGENCY GENERATOR LOCATED AT THE WEST ALLIS POLICE AND
MUNICIPAL COURT CENTER IN AN AMOUNT NOT TO EXCEED \$55,150**

WHEREAS, the City has an existing agreement with Donohue & Associates, Inc. for Engineering Consulting Services for the design and installation of an emergency generator systems at the Fire Department Administration Building, Fire Station Number 3 and Police Department in the amount of \$123,231; and,

WHEREAS, the City will need further assistance from Donohue & Associates, Inc. to perform construction phase services for the removal of the existing two generators and the installation of a new generator at the Police and Municipal Court Center.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that up to \$55,150 is hereby approved for Donohue & Associates, Inc. for the construction phase services of the work to replace the generator located at the Police and Municipal Court Center; and,

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to enter into an amended agreement for Engineering Consulting Services with Donohue & Associates, Inc.; and,

BE IT FURTHER RESOLVED That funding for this work has been budgeted and will be charged to Account Number 100-4101-533.70-05, General Fund, Capital Items-Infrastructure.

SECTION 1: **ADOPTION** “R-2022-0376” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0376(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.


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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



Reg # 85283

Incorporates terms and conditions located at:
www.cascadeng.com/terms-warranties

CASCADE ENGINEERING - CG
Container
4950 37TH STREET SE
FAX: (616) 975-4902
GRAND RAPIDS, MI 49512
United States

Q U O T E

Quote Number: Q39312 Revision: 0
Quote Date: 05/26/22 Page: 1
Print Date: 05/26/22
Expire Date: 05/31/22

Sold To: MU52171

Ship To: MU52171

CITY OF WEST ALLIS
DPW - INV. YANKA BLDG.
6300 W McGEACH AVE
WEST ALLIS, WI 53219
United States

CITY OF WEST ALLIS
DPW - INV. YANKA BLDG.
6300 W McGEACH AVE
WEST ALLIS, WI 53219
United States

Attention: ROBERT BARWICK
Telephone: 4143028303

Attention: ROBERT BARWICK
Telephone: 4143028303

Salesperson 1: 41

Credit Terms: 110N30
1% 10 DAYS NET 30 DAYS

Purchase Order: QUOTE
Ship Via: CH ROB OTR
FOB Point: WEST ALLIS, WI

Resale:
Remarks: PRICED WITH SOURCWELL 041521-CEI

Ln	Item Number	Qty Quoted	Qty to Rel	UM	Price	Extended Price
1	90577-10STK-EC CART 64 GRN OLY/ECO/NO LOGO/LID GRN OLY/S	50.0	50.0	EA	47.94	2,397.00
2	9691621-10STK-EC CART 96 GRN OLY/ECO/NO LOGO/LID GRN OLY/S	530.0	530.0	EA	55.09	29,197.70

Non-Taxable: 0.00	Currency: USD	Line Total:	31,594.70
Taxable: 32,794.70	0.00%	Discount:	0.00
Tax Date: 05/26/22		:	0.00
	Taxable Shipping	24 :	1,200.00
	Taxable Handling Charge	94 :	0.00
	Total Tax:		0.00
	Total:		32,794.70

**CITY OF WEST ALLIS
RESOLUTION R-2022-0380**

RESOLUTION TO FACILITATE THE PURCHASE OF 530 96-GALLON AND 50 64-GALLON GARBAGE CARTS IN THE AMOUNT OF \$32,794.70 SUPPORT THE 2022 QUALITY OF LIFE FOCUS INITIATIVE FOR THE STANDARDIZATION OF GARBAGE CARTS FOR ONE, TWO, THREE FAMILY RESIDENTIAL DWELLING UNITS

WHEREAS, the Ordinance mandating the use of City-issued containers/carts for one, two, three family residential family dwellings was amended and approved in November 2021;

WHEREAS, a transitional period was designated from January 1, 2022, through May 31, 2022 to offer all eligible customers for garbage collection an official 96-gallon or 64-gallon container for purchase at a discounted rate starting January 1, 2022;

WHEREAS, the full price fee per unit for a 96-gallon garbage cart will be \$58 and for a 64-gallon garbage \$50 given the proposal dated May 26, 2022;

WHEREAS, the Finance Department-Purchasing received Sourcewell Cooperative Contract #041521-CEI, for purchase and delivery of 530 96-gallon carts for the total amount of \$29,197.70 and 50 64-gallon carts for the total amount of \$2,397 and shipping to include \$1,200;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated May 26, 2022, submitted by Cascade Cart Engineering for providing for 530 96-gallon and 50 64-gallon refuse carts for a total net sum of \$32,794.70 be and hereby accepted.

BE IT FURTHER RESOLVED that the Finance Department-Purchasing be and hereby authorized to enter into a contract for the aforesaid materials.

SECTION 1: **ADOPTION** “R-2022-0380” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0380(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0380**

RESOLUTION TO FACILITATE THE PURCHASE OF 530 96-GALLON AND 50 64-GALLON GARBAGE CARTS IN THE AMOUNT OF \$32,794.70 SUPPORT THE 2022 QUALITY OF LIFE FOCUS INITIATIVE FOR THE STANDARDIZATION OF GARBAGE CARTS FOR ONE, TWO, THREE FAMILY RESIDENTIAL DWELLING UNITS

WHEREAS, the Ordinance mandating the use of City-issued containers/carts for one, two, three family residential family dwellings was amended and approved in November 2021;

WHEREAS, a transitional period was designated from January 1, 2022, through May 31, 2022 to offer all eligible customers for garbage collection an official 96-gallon or 64-gallon container for purchase at a discounted rate starting January 1, 2022;

WHEREAS, the full price fee per unit for a 96-gallon garbage cart will be \$58 and for a 64-gallon garbage \$50 given the proposal dated May 26, 2022;

WHEREAS, the Finance Department-Purchasing received Sourcewell Cooperative Contract #041521-CEI, for purchase and delivery of 530 96-gallon carts for the total amount of \$29,197.70 and 50 64-gallon carts for the total amount of \$2,397 and shipping to include \$1,200;

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BE IT FURTHER RESOLVED that the Finance Department-Purchasing be and hereby authorized to enter into a contract for the aforesaid materials.

SECTION 1: **ADOPTION** “R-2022-0380” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0380(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.


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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0409**

**RESOLUTION DECLARING THE SUMMER CONCERT SERIES, SCHEDULED
FOR FOUR THURSDAYS IN 2022 ON JUNE 23, JULY 21, AUGUST 25 AND
SEPTEMBER 8 AT THE VETERANS PARK, A COMMUNITY EVENT**

WHEREAS, the Common Council of the City of West Allis declares the Summer Concert Series as a community event and will provide the necessary permits to host the events and other support as necessary; and,

WHEREAS, by being a City Sponsored Event, the City of West Allis agrees to waive all permit fees for holding such an event.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of West Allis declares the Summer Concert Series as a community event and permits the possession and consumption of alcoholic beverages at Veterans Park, 6900 W. National Ave, from 6 – 8 p.m. on Thursday, June 23, 2022, Thursday, July 21, 2022, Thursday, August 25, 2022, and Thursday, September 8, 2022.

SECTION 1: **ADOPTION** “R-2022-0409” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0409(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0409**

**RESOLUTION DECLARING THE SUMMER CONCERT SERIES, SCHEDULED FOR
FOUR THURSDAYS IN 2022 ON JUNE 23, JULY 21, AUGUST 25 AND SEPTEMBER 8
AT THE VETERANS PARK, A COMMUNITY EVENT**

WHEREAS, the Common Council of the City of West Allis declares the Summer Concert Series as a community event and will provide the necessary permits to host the events and other support as necessary; and,

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SECTION 1: **ADOPTION** “R-2022-0409” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0409(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer

Rebecca Grill

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine

Dan Devine, Mayor City Of West Allis





City Attorney's Office
attorney@westalliswi.gov
Office: 414.302.8450
Fax: 414.302.8444

Kail Decker
City Attorney
Sheryl L. Kuhary
Deputy City Attorney
Nicholas S. Cerwin
Rebecca Monti

Principal Assistant City Attorneys

June 13, 2022

West Allis Common Council
7525 West Greenfield Avenue
West Allis, WI 53214

RE: Monthly Claims Report – June 21, 2022

Dear Common Council:

Pursuant to §2.15(3)(b) of the West Allis Revised Municipal Code, I am submitting the following report of claims paid and claims recommended for disallowance for the month identified above.

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Javon B. Lattimore	5/29/15	Statute of Limitations	2015-0784	N/A
Koreen McGough	4/28/16	Statute of Limitations	2016-0464	N/A
James M. Peterman	1 st Qtr of 2016	Statute of Limitations	2016-0261	N/A

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Brian Lynch (Vehicle Damage)	9/24/21	\$271.87	2022-0598	21-2261
Brian Lynch (Towing)	1/4/22	\$94.95	2022-0597	22-809
Shirley Glore (by Atty Chaparas)	7/4/21	\$80,062.00	2021-1014	21-1614

Any claims in excess of \$10,000 are reported out separately for the committee and council's consideration. I ask that this report be accepted and placed on file.

For additional information on any of the above-reference claims, please do not hesitate to contact my office.

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk



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

May 31, 2022

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

Mayor Devine and Common Council Members:

I have received notification from Peter Daniels, City Engineer, of his desire to retire from City employment with the City of West Allis, effective July 15, 2022.

Immediate plans for the oversight and operation of the Engineering Department include appointment of Principal Engineer, Rob Hutter, as Interim/Acting City Engineer.

Please contact me if you have any questions.

Sincerely,

Rebecca Grill
City Administrator/City Clerk
City of West Allis



Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

Date: May 17, 2022

Rebecca Grill
City Administrator/Clerk

Re: Retirement Notice

Dear Rebecca:

In accordance with City Policy 1112, I am providing the required notice of my retirement from City Service as City Engineer effective July 15, 2022.

It has been an honor to have served the City of West Allis for over 31 years in the Engineering Department. I owe my successful career to current and past Mayors, Council Members, Executive Team Members, and Engineering Team Members. I am grateful to have had the opportunity to work with so many talented and dedicated people and appreciate the opportunities I have had to learn, grow and contribute.

I plan to begin receiving retirement benefits from the Wisconsin Retirement System on July 18. I also plan to begin employment as an engineer with the Port of Milwaukee on July 25. Anyone who knows me is aware that most of my leisure hours are spent near the water in the harbor area of Milwaukee either on a bike or in a kayak or in a boat. I'm looking forward to embarking on this very unique opportunity to combine my passions outside of work with my engineering expertise.

Throughout the next couple months I will be available to offer any assistance to ensure the smoothest transition and provide a stable continuity of service.

Sincerely,

Peter C. Daniels

Peter C. Daniels, P.E.
City Engineer

Cc: Mayor
Common Council Members
Engineering Department Team Members



06/03/2022

TEMP-22-14**Temporary Extension and Temporary Public Entertainment Premises Applications****Status:** Complete**Date Created:** Jun 2, 2022**Applicant**

Gudelia Calva-Vazquez
 gudis185@gmail.com
 6531 W Mitchell St.
 West Allis , WI 53214
 (414) 552-0613

Location

6533 W MITCHELL ST
 West Allis, WI 53214

Owner:

Lutz Land Management LLC
 PO Box 270592 Milwaukee, WI 53227

Applicant / License Agent Information**Applicant Last Name (include suffix if applicable)**

Calva-Vazquez

Applicant First Name

Gudelia

Mailing Address

6531 W Mitchell St

City

West Allis

State

WI

Zip Code

53214

Phone Number

414 552-0613

E-Mail Address

gudis185@gmail.com

Application Information**Do you have a Class B Tavern License for the area your are requesting an extension or public entertainment permit?**

Yes

If you chose "No", you do not qualify for this type of permit.**Enter your current Class B Tavern License #**

2021-001

What type of permit(s) are you applying for?

Seasonal - OUTDOOR DINING ONLY

Temporary Extension of a Class B Premises Permit -

Any Class B licensed establishment who wishes to extend their premises outdoors must include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Building Inspection and Neighborhood Services, Health, and Police Departments.

Temporary Public Entertainment Permit -

Needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment)

Business Information**DBA/Trade/Business Name**

Al Pastor Mexican Food

Business Address (License Location)

6533 W Mitchell St West Allis, WI

Business Zip Code

53214

Business Phone Number

414 885-0756

SEASONAL EXTENSION FOR OUTDOOR DINING ONLY**Permit may not exceed 6 months.****Start Date**

06/12/2022

End Date

11/30/2022

Enter the times when the Seasonal Extension will be used for **OUTDOOR DINING ONLY**.**If there is a day during the week you will not use it, enter "NONE".****Sunday Start & End Time**

11:00AM-9:00PM

Monday Start & End Time

NONE

Tuesday Start & End Time

11:00AM-9:00PM

Wednesday Start & End Time

11:00AM-9:00PM

Thursday Start & End Time

11:00AM-9:00PM

Friday Start & End Time

11:00AM-9:00PM

Saturday Start & End Time

11:00AM-9:00PM

You must upload a diagram of the proposed seasonal extended premises and indicate where alcohol will be served and consumed. Please be sure to indicate the area(s) which will be fenced off, defining the premises.**Diagram of Area (PDF or JPG)**

IMG_20220602_152219996.jpg

Uploaded by Gudelia Calva-Vazquez on Jun 2, 2022 at 3:30 pm

Other Licenses or Permits that may be needed for your event:**Is your event a block party, church festival, concert, parade, carnival, or other large gathering?**

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

Will you be putting up any tents that are 400 square feet or larger?

No

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

Will hot food be kept warm and served outside?

Yes

If you answered yes to having hot food, you will need to check with the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

Terms and Conditions for Extensions of Class B Premises Permits

I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.



I understand that 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.



I understand that 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.



I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.



I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.



I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.



I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.



I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.

**Acceptance & Signature**

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)

**READ CAREFULLY BEFORE SIGNING:**

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Applicant's Digital Signature

Gudelia Calva-Vazquez
06/02/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

Clerk Administration Information**Application Correct and Complete?**

Yes

Are other licenses/permits being applied for at the same time?

No

If "DAILY" or "SEASONAL - Outdoor Dining Only", the application can go on the Consent Agenda.

If "SEASONAL - Outdoor Dining & Entertainment/Music, the application goes on the Recess - LH section of the agenda.

Attachments




IMG_20220602_152521496_HDR.jpg

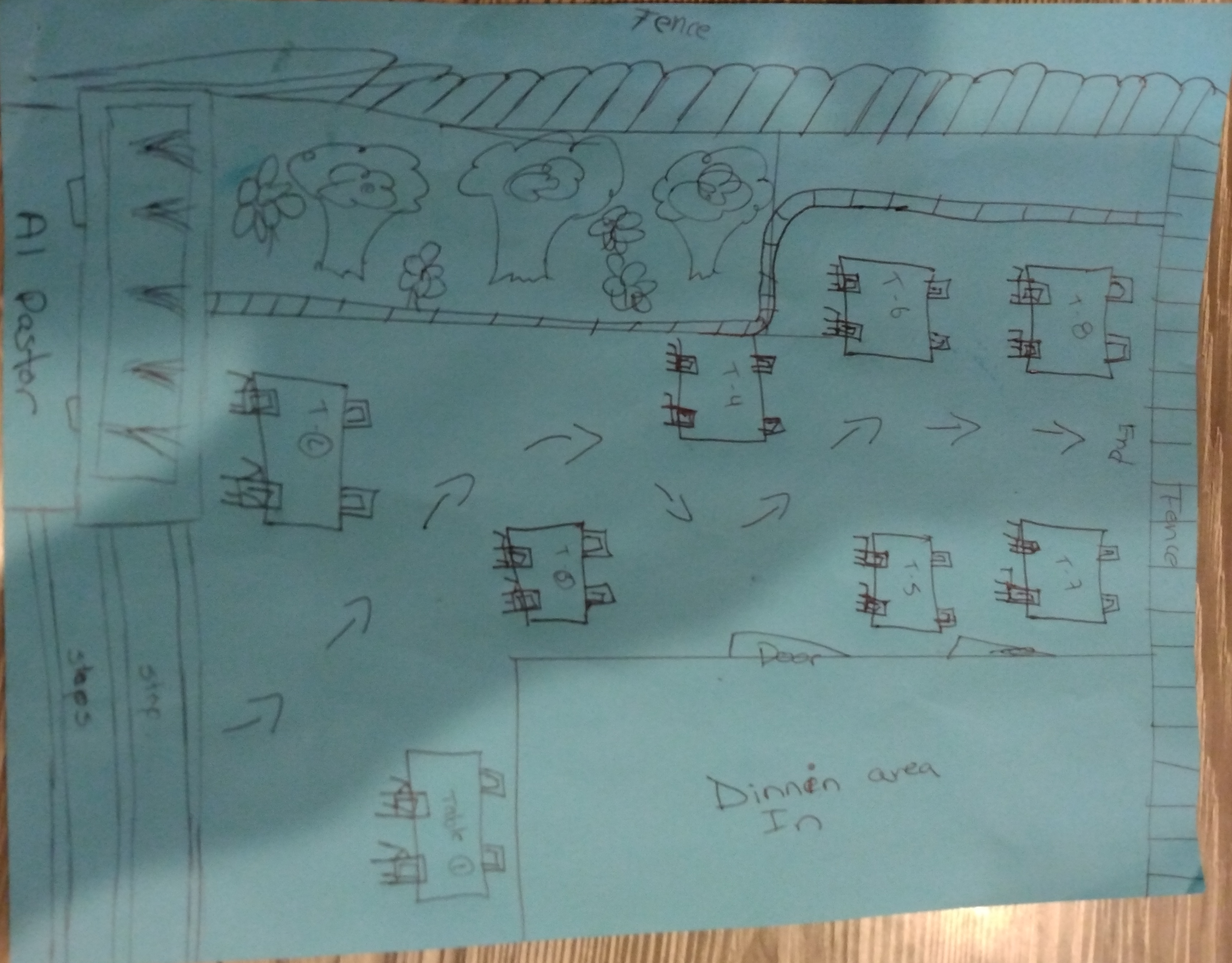
Uploaded by Gudelia Calva-Vazquez on Jun 2, 2022 at 3:43 pm

History

Date	Activity
May 31, 2022 at 9:58 pm	Gudelia Calva-Vazquez started a draft of Record TEMP-22-14
Jun 2, 2022 at 3:43 pm	Gudelia Calva-Vazquez added attachment IMG_20220602_152521496_HDR.jpg to Record TEMP-22-14
Jun 2, 2022 at 3:43 pm	Gudelia Calva-Vazquez added attachment IMG_20220602_152521496_HDR.jpg to Record TEMP-22-14
Jun 2, 2022 at 3:43 pm	Gudelia Calva-Vazquez submitted Record TEMP-22-14
Jun 3, 2022 at 2:56 pm	completed payment step Fee Payment on Record TEMP-22-14
Jun 3, 2022 at 2:56 pm	changed the deadline to Jun 04, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-14
Jun 3, 2022 at 2:56 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record TEMP-22-14
Jun 3, 2022 at 2:56 pm	changed the deadline to Jun 04, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-14
Jun 3, 2022 at 2:57 pm	Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record TEMP-22-14
Jun 3, 2022 at 3:11 pm	Gina Gresch changed I understand I may also need to have a food license or permit and/or an inspection of the premises. from "true" to "false" on Record TEMP-22-14
Jun 3, 2022 at 3:11 pm	Gina Gresch removed approval step Health Department Notification of Food from Record TEMP-22-14
Jun 3, 2022 at 3:15 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-14
Jun 3, 2022 at 3:15 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "No" on Record TEMP-22-14
Jun 3, 2022 at 3:15 pm	reactivated payment step Fee Payment on Record TEMP-22-14
Jun 3, 2022 at 3:16 pm	Gina Gresch waived payment step Fee Payment on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Sunday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Tuesday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Wednesday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Thursday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Saturday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:17 pm	Gina Gresch changed Friday Start & End Time from "11:00AM to 9:00 PM" to "11:00AM-9:00PM" on Record TEMP-22-14
Jun 3, 2022 at 3:27 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-14
Jun 3, 2022 at 3:27 pm	Gina Gresch completed Record TEMP-22-14

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Fee Payment	Waived	Jun 2, 2022 at 3:43 pm	Jun 3, 2022 at 3:16 pm	-	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	Jun 3, 2022 at 2:56 pm	Jun 3, 2022 at 3:27 pm	Gina Gresch	06/03/2022



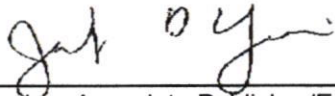


PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Jun. 3, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 3rd day of June 2022



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

**PROOF OF PUBLICATION**

CITY OF WEST ALLIS NOTICE OF ALCOHOL BEVERAGE LICENSE APPLICATIONS

Please take notice that the following have applied for a Renewal Class A, B or C Fermented Malt Beverage (Beer) and/or Intoxicating Liquors (Wine and Liquor) for license period July 1, 2022- June 30, 2023. The applications will be considered by the the Common Council on Tuesday, June 7, 2022 at 7:00 PM at the West Allis City Hall, Common Council Chambers, 7525 W. Greenfield Avenue.

CLASS A BEER

LEGAL ENTITY D/B/A ADDRESS AGENT LICENSE

National Petro LLC BP Sunrise 9530 W National Ave Sra Guriqbal Singh ALC 22 107
HND INC Cigarette Depot 1512 S 84th St Dineshkumar P Patel ALC 22 48
Wisconsin CVS Pharmacy, LLC CVS/Pharmacy #5676 7552 W Oklahoma Ave Patrick Bannon ALC 22 31
Fast Fuel Convenience 2 LLC Fast Fuel Convenience 6000 W National Ave Simranjeet Singh Benipal ALC 22 39
National Quick Food Mart LLC Kwik Pantry 5631 W National Ave Bhola Singh ALC 22 28
Kwik Trip INC Kwik Trip #1047 10923 W Lapham St Ryan Robert Giesen ALC 22 150
Vadashvar INC West Allis Food & Spirits 9127 W Lincoln Ave Patel ALC 22 4
DN Group West Allis Liquor & Tobacco 7218 W Greenfield Ave Navneet K Randhawa ALC 22 143

CLASS A LIQUOR & BEER

Aldi INC (Wisconsin) Aldi #10 1712 S 108th St Lindsey Bree ALC 22 50
Layton Food & Gas LLC Becher Liquor & Beer 2077 S 78th St Tarlok Bhatia ALC 22 108
2878 Bulldog Company Bull Dog Ale House 2878 S 108th St Wendy Marie Hafemann ALC 22 151
Class One Liquor INC Class One Liquor Inc 8423 W Cleveland Ave Jaswinder Singh ALC 22 22
Cleveland Liquor LLC Cleveland Liquor 9131 W Cleveland Ave Hemant Khuttan ALC 22 101
County Beer & Liquor County Beer & Liquor 979 S 60th St Jasmeet Singh ALC 22 20
Mohinder S. Dhillon Dhillon Beer & Liquor 5832 W Burnham St Mohinder S Dhillon ALC 22 36
MDL Express LLC Express Pantry 8530 W Greenfield Ave Manpreet Singh ALC 22 111
Skogen's Foodliner, INC Festival Foods 11111 West Greenfield Ave Bryan C Edwards ALC 22 78
Kwik Pantry 6716 LLC Kwik Pantry 6716 W Lincoln Ave Guriqbal Singh Sra ALC 22 122
Mei Hua Market LLC Mei Hua Market 11066 W National Ave Qing jie Mo ALC 22 92
New Asian Supermarket New Asian Supermarket 10704 W Oklahoma Ave Jun Guo Xiao ALC 22 30
Supreme Enterprises INC OK Liquor 10711 W Oklahoma Ave Inderjeet Singh ALC 22 46
Manjit Singh Dhillon Olympia Food & Liquor 9034 W Greenfield Ave Manjit Singh Dhillon ALC 22 23
Taj & Navi Corporation One Stop West Allis Food & Liquor 5909 W Lincoln Ave Talwinder Soos ALC 22 84
Parthenon Foods INC Parthenon Foods 8415 W Greenfield Ave Danny C Sarandos ALC 22 25
Piggly Wiggly Midwest, LLC Piggly Wiggly Supermarket #70 10282 W National Ave Ronald L Johnson, II ALC 22 83
Sanvi Group LLC Riverbend Liquor 7506 W Oklahoma Ave Bhaveshkumar J Patel ALC 22 132
Rupena's INC Rupena's Foods 7641 W Beloit Rd Maria Rupena Karczewski ALC 22 103
State Fair Liquor & Food INC State Fair Liquor & Food Mart 1568 S 81st St Pabitra Halder ALC 22 144
Red Diamond INC Super Bottle Depot 1357 S 76th St Chauhan K Baljit ALC 22 120

Tall Guy and A Grill Catering Tall Guy & A Grill Catering 6735 W Lincoln Ave Daniel Nowak ALC 22 45
Target Corporation Target Store T-2199 2600 S 108th St Kevin F Meyer ALC 22 74
Swami Shree LLC VJ's Food Mart 9206 W. Schlinger Ave Rajesh G Patel ALC 22 145
Pooja LLC Walsh's Beer & Liquor 10910 W Greenfield Ave Kulwinder S Dhaliwal ALC 22 140
Wandering Arrow LLC Wild Roots 6807 W Becher St Thi T Cao ALC 22 116
Wisconsin Athletic Club LLC Wisconsin Athletic Club 1939 S 108th St Chezare Misko ALC 22 17

CLASS B TAVERN

Ricky's Restaurant LLC Al Pastor Mexican Food 6533 W Mitchell St Gudelia Calva Vazquez ALC 22 115
Antigua Latin Restaurant LLC Antigua Latin Inspired Kitchen 6207 W National Ave Citlali E Mendieta ALC 22 142
Mallas Food Services LLC Aris Sports Bar 1657 S 108th St Satishkumar V Patel ALC 22 97
BSDOLLAR LLC Barcode 2110 S 60th St Sally A. Dollar ALC 22 77
Weigel's HillCrest INC Benno's Genuine Bar & Grill 7413 W Greenfield Ave Martin Weigel ALC 22 137
Boosters West Boosters West 7731 W Becher St Keith P Randolph ALC 22 37
Boz's Boz's Sports Bar 1325 S 70th St Shawn R Lange ALC 22 32
JZ Squared Ventures Brass Monkey 11904 W Greenfield Ave John G Mackowski ALC 22 81
Braun's Pub & Eatery LLC Braun's Power House 7100 W National Ave Joseph S Braun ALC 22 40
John Starr Pickles LLC Broken Starr Saloon 1100 S 60th St John Ralph Starr ALC 22 105
Blazing Wings INC Buffalo Wild Wings #409 2950 S 108th St Anthony Sternig ALC 22 128
Amy Burns Bug N Out 5630 W Lincoln Ave Amy Elizabeth Thompson ALC 22 26
Burnham Bowl Burnham Bowl 6016 W Burnham St Claudia A Martorano ALC 22 112
Camino Bar West Allis LLC Camino 7211 W. Greenfield Ave Casey Rataczak ALC 22 162
Capri Restaurant Group Capri Di Nuovo 8340 W Beloit Rd Christopher A Paul ALC 22 125
Lawrence Robe Jr. Capt'n Nicks 1503 S 81st St Lawrence J Robe Jr ALC 22 12
Mark J. Swieczak Sr. Cataros Italian Villa 5641 W Beloit Rd Mark J Swieczak Sr ALC 22 67
Caterina's Ristorante INC Caterina's Ristorante 9104 W Oklahoma Ave Antonio G Ingrilli ALC 22 35
Dick & Gloria's Cocktails & Dreams LLC Cocktails & Dreams 2201 S 55th St Richard William Kinnee ALC 22 65
Corvina Wine Company LLC Corvina Wine Company 6038 W Lincoln Ave Joseph Carmen La Susa ALC 22 121
Cream City Print Lounge LLC Cream City Print Lounge 8010 W National Ave Geraldo R Howard ALC 22 82
Jagers LLC Dabar 1900 S 60th St Markus Gorsic ALC 22 33
R&D Krueger Enterprises INC Dickens Grille & Spirits 9646 W. Greenfield Ave Jeffrey J. Krueger ALC 22 171
Doppelganger's LLC Dopp's Bar & Grill 1753 S 68th St Tammy L Dopp ALC 22 133
Lo N Slow LLC Double B's Barbeque 7412 W Greenfield Ave Mark Timber ALC 22 79
Eckbar LLC Eckbar 7408 W Walker St Melanie Marie Kukis ALC 22 94
Fiddler's Green, INC Fiddler's Green 6108 W Burnham St Sandra J Piotrowski ALC 22 10
Filippo's Italian Restaurant INC Filippo's Italian Restaurant 6915 W Lincoln Ave Steven Ticali ALC 22 117
Mark S. Silber Flappers 7527 W Becher St Mark S Silber ALC 22 7
Mike 7 LLC Fourth-N-Long 8911 W National Ave michael grant lange ALC 22 153

AFFIDAVIT OF PUBLICATION

Fujiyama LLC Fujiyama Sushi & Hibachi 2916 S 108th St Yun Zheng ALC 22 47
 DHV Enterprises LLC GM's Dog House 1641 S 68th St Melissa A Schrubbe ALC 22 123
 Gus' Deli LLC Gus' Deli 813 S 60th St Debra L Hosseini ALC 22 109
 West Allis Hotel Ventures LLC Hampton Inn & Suites Milwaukee West 8201 W Greenfield Ave Scott Biggar ALC 22 147
 K&M of West Allis INC Hanke's 6101 W Lincoln Ave Richard G Branski ALC 22 64
 Dave Socilick Happy Dave's Pub 7033 W Becher St David Steven Socolick ALC 22 15
 MLSD INC Happy Tap 6801 W Beloit Rd Marc J Lovora ALC 22 9
 Havana Lounge LLC Havana Lounge & Cigar 9505 W Greenfield Ave Brian J Blocher ALC 22 136
 Milwaukee Entertainment LLC Heart Breakers 9440 W National Ave Jeffrey S Raush ALC 22 91
 National 92nd LLC Henry Flach's 9140 W National Ave John Roots ALC 22 49
 AHTST Concessions LLC Holiday Inn Express West Allis 10111 W Lincoln Ave Yacoub I. Kaloti ALC 22 157
 Jc's Pub INC Jc's Pub & Grub 8028 W National Ave Jeffery M Clark ALC 22 16
 JD's Pub LLC JD's Pub & Grill 6300 W Lincoln Ave Joel Hoecherl ALC 22 96
 Jimmy B's Trail's End INC Jimmy B's Trail's End 7216 W Lincoln Ave Kevin F Bagurdes ALC 22 146
 Jocli Enterprises Jock Stop Sports Bar 7930 W National Ave Christopher John Bitz II ALC 22 119
 Jayders LLC Just J's 9033 W National Ave Jason J Powelski ALC 22 14
 EKC Investments LLC Kane's Bar & Grill 6922 W Orchard St Ed Jones ALC 22 1
 Kegel's LLC Kegel's Inn 5901 W National Ave Julian R Lukic-Kegel ALC 22 34
 Kip's Inn, INC Kip's Inn 837 S 108th St Gina Marie Jaekel ALC 22 62
 La Costena Cafe LLC La Costena Café 5823 W Burnham St Urbano Ramirez ALC 22 160
 Fatima Garcia-Silva Las Fajitas Mexican Restaurant 10114 W Greenfield Ave Fatima I Garcia ALC 22 113
 ARH Enterprises LLC Las Palmas 6007 W Burnham St Hugo J Juarez ALC 22 51
 Layman Brewing LLC Layman Brewing 6001 W Madison St Kyle Ida ALC 22 42
 CRG Investments LLC Limanski's Pub 8900 W Greenfield Ave Kathy L Goedde ALC 22 148
 5th District Pub INC Lynch's 2300 S 108th St Joseph E Lynch ALC 22 93
 Mapa INC Mama Mia Italian Cuisine 8531 W Greenfield Ave Justin A. Fernandez ALC 22 154
 McGuire's Bar McGuire's Bar 6235 W National Ave Daniel M. McGuire ALC 22 158
 Michael's Family Restaurant of West Allis W.A. Michael's Family Restaurant of West Allis 8417 W Cleveland Ave Dennis R Ermi ALC 22 29
 Mis Suenos LLC Mis Suenos 7335 W Greenfield Ave Deborah Ann Ramirez ALC 22 53
 Mishe's LLC Mishe's 7411 W Becher St Michelle A Alexander ALC 22 27
 Calhoun BBQ INC Natty Oaks Pub & Eatery 11505 W National Ave John E Roots ALC 22 8
 Oar LLC O'Connor's Perfect Pint 8423 W Greenfield Ave Michael C O'Connor ALC 22 85
 Field Trip LLC Paulie's Field Trip 1430 S 81st St Kristine M Budiak ALC 22 102
 Paulie's Pub & Eatery LLC Paulie's Pub & Eatery 8031 W Greenfield Ave Kristine M Budiak ALC 22 99
 M D Y Pegasus LLC Pegasus Restaurant 7727 W Greenfield Ave Maria Goumenos ALC 22 90
 La Says Invest LLC Public Table 5835 W National Ave Christopher J Kuranz ALC 22 149
 Randal Katzuba Randy's Neighbor's Inn 6922 W Becher St Randal W

Katzuba ALC 22 11
 Red White And Brews LLC Red White & Brews 7127 W National Ave Eric G Millard ALC 22 87
 Riviera of Wisconsin, INC Riviera Lanes 8600 W Greenfield Ave Donald L Dougherty ALC 22 100
 Sharon L. Butterfield Rockstars Saloon 5826 W Burnham St Sharon L Butterfield ALC 22 98
 Rosco's LLC Rosco's 6711 W Beloit Rd Paula A Rossi ALC 22 24
 Ns INC Sarge's Comer 1979 S 54th St Ricky Eugene Sergeant ALC 22 106
 Jerry Ulrich Scooter's Tap 9000 W National Ave Jerry Ulrich ALC 22 21
 Senor Sol LLC Senor Sol Mexican Restaurant 8129 W Greenfield Ave Antonio Escobedo ALC 22 114
 Set Apart Lounge LLC Set Apart Lounge 1022 S 60th St Toron A Brown ALC 22 88
 J Hay LLC Shamrox 6851 W Beloit Rd Jodie G Hay ALC 22 134
 Shepherd's Sports Lounge INC Shepherd's Hideaway 8924 W Schlinger Ave Christina M Gajewski ALC 22 5
 6139 Beloit Tavern LLC Shotskis 6139 W Beloit Rd Jay Stamates ALC 22 2
 Escape Horse Inn LLC Six Points Pub & Grille 6200 W Greenfield Ave Douglas M Ross ALC 22 127
 Stalley Cats Stalley Cats 6201 W Mitchell St Benjamin A Buss ALC 22 124
 Stallis Palace LLC Stallis Palace 8812 W Greenfield Ave Rachel L Daniels ALC 22 135
 Potocic Enterprises LLC State Fair Inn 8101 W Greenfield Ave William L. Potocic ALC 22 155
 WA Cheese & Sausage Shop LLC Station No. 6 6800 W Becher St Mark S Lutz ALC 22 43
 Sobczak & Sitowski LLC Steakhouse 100 7246 W Greenfield Ave Cindy Sobczak ALC 22 89
 HMSR LLC Stingers 9534 W Greenfield Heather A Rodriguez ALC 22 95
 DTR Enterprises LLC Studz Pub 6833 W National Ave Dean T Ratat ALC 22 104
 Su Plus Two LLC Su Plus Two 7028 W Greenfield Ave Supawadee Pamoto ALC 22 41
 Akar INC Tandoor Restaurant 1117 S 108th St Sohan Singh ALC 22 52
 Mlsd INC Tap City Usa 7207 W National Ave Philip Michael Kleist ALC 22 18
 The Buzzard's Nest LLC The Buzzard's Nest 6000 W Mitchell St Lawrence E Pryor ALC 22 156
 The Candle Company LLC The Candle Company 8100 W National Ave Tedrick Timmons ALC 22 76
 Top Dog Enterprises LLC The Choice Pub & Eatery 9638 W National Ave Ronald Lee Mellantine ALC 22 75
 Steffek LLC The Drunk Uncle 1902 S 68th St Neal Steffek ALC 22 130
 The Network The Network 9541 W Cleveland Ave Jacob M Silber ALC 22 131
 MB Dining The Reunion 6610 W Greenfield Ave Christopher Paul ALC 22 129
 Tomken's INC Tomken's 8001 W Greenfield Ave Michelle Felten ALC 22 152
 Tom Amann LLC Tommy Amann's 8824 W Becher St Thomas P Amann ALC 22 66
 Uncle Fester's Uncle Fester's 5906 W Burnham St Daniel Protic ALC 22 126
 WA Cheese & Sausage Shop LLC West Allis Cheese & Sausage Shop 2074 S 69th St Mark S Lutz ALC 22 38
 Deback's Wrestling Taco LLC Wrestling Taco 1606 S 84th St Nicole M Deback ALC 22 80
 Yang's Eggroll House Restaurant LLC Yang's Eggroll House Restaurant 1507 S 108th St Ting Min Chau ALC 22 118
 Z's Bar INC Z's Bar 6309 W National Ave Patricia Zarate ALC 22 86
CLASS B BEER / CLASS C WINE
 Fortune Restaurant Corp Fortune Restaurant 2945 S 108th St Yong Feng Lai ALC 22 110
 Mongolian Grill Restaurant Operating Company LLC Huhot Mongolian Grill 3021 S 108th St Andrew W Vap ALC 22 141
 JRK Enterprises Pepi's Pizza 1329 S 70th St Ricci G Mane ALC 22 138

AFFIDAVIT OF PUBLICATION

Page 4 of 4

Singha Thai LTD Singha Thai Restaurant 2237 S 108th St Phounpraseuth
Vechasathol ALC 22 44
Yong Shun LLC Szechuan Restaurant 11102 W National Ave Waner Liang
ALC 22 161

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CITY OF WEST ALLIS, WISCONSIN
West Allis, Wisconsin

SINGLE AUDIT
For the Year Ended December 31, 2020



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Common Council
City of West Allis, Wisconsin
West Allis, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of West Allis, Wisconsin (the "City"), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise City's basic financial statements, and have issued our report thereon dated July 31, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.


Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP
Wauwatosa, Wisconsin
July 30, 2021



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL AND STATE PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND
REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS REQUIRED
BY THE UNIFORM GUIDANCE AND THE WISCONSIN STATE SINGLE AUDIT GUIDELINES**

Common Council
City of West Allis, Wisconsin
West Allis, Wisconsin

Report on Compliance for Each Major Federal and State Program

We have audited the City of West Allis, Wisconsin's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and the Wisconsin *State Single Audit Guidelines* that could have a direct and material effect on each of the City's major federal and state programs for the year ended December 31, 2020. The City's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the Wisconsin *State Single Audit Guidelines*. Those standards and the Uniform Guidance and the Wisconsin *State Single Audit Guidelines* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal and state program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our qualified and unmodified opinions on compliance for major federal and state programs. However, our audit does not provide a legal determination of the City's compliance.

Basis for Qualified Opinion on the Housing Choice Voucher Program Cluster

As described in the accompanying schedule of findings and questioned costs, the City did not comply with requirements regarding the Housing Choice Voucher Program Cluster as described in finding 2020-001 for Eligibility. Compliance with such requirements is necessary, in our opinion, for the City's to comply with the requirements applicable to that program.

Qualified Opinion on the Housing Choice Voucher Program Cluster

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Housing Choice Voucher Program Cluster for the year ended December 31, 2020.

Unmodified Opinion on Each of the Other Major Federal and State Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal and state programs identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs for the year ended December 31, 2020.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and the Wisconsin *State Single Audit Guidelines* and which are described in the accompanying schedule of findings and questioned costs as items 2020-002. Our opinion on each major federal and state program is not modified with respect to these matters.

The City's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Wisconsin *State Single Audit Guidelines*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal and state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal and state program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2020-001 to be a material weakness.

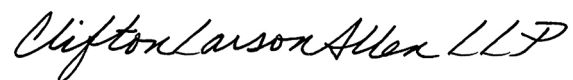
A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal and state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2020-002 to be a significant deficiency.

The City's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Wisconsin *State Single Audit Guidelines*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal and State Awards and the DHS Cost Reimbursement Award Schedules Required by the Uniform Guidance and the Wisconsin *State Single Audit Guidelines*

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated July 30, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards and the DHS Cost Reimbursement Award Schedules are presented for purposes of additional analysis as required by the Uniform Guidance and the Wisconsin *State Single Audit Guidelines* and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards and the DHS Cost Reimbursement Award Schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.



CliftonLarsonAllen LLP

Wauwatosa, Wisconsin
March 23, 2022

City of West Allis, Wisconsin
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2020**

Grantor Agency/Federal Program Title	CFDA Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/20	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/20	Total Expenditures	Subrecipient Payments
U.S. DEPARTMENT OF AGRICULTURE								
Supplemental Food Program for Women, Infants, and Children	10.557	WI Department of Health Services	154710	\$ (218,353)	\$ 737,262	\$ 229,149	\$ 748,058	\$ -
Supplemental Food Program for Women, Infants, and Children	10.557	WI Department of Health Services	154746	-	19,646	-	19,646	-
Supplemental Food Program for Women, Infants, and Children	10.557	WI Department of Health Services	154760	(198)	6,626	7,948	14,376	-
Total Supplemental Food Program for Women, Infants, and Children				(218,551)	763,534	237,097	782,080	-
WIC Grants to States	10.578	WI Department of Health Services	154740	(2,625)	14,068	605	12,048	-
SNAP Cluster								
State Administrative Matching Grants for the Supplemental Nutrition Assistance	10.561	WI Department of Health Services	154661	(3,830)	20,082	4,743	20,995	-
Total U.S. Department of Agriculture				(225,006)	797,684	242,445	815,123	-
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT								
CDBG Entitlement Grants Cluster								
Community Development Block Grants	14.218	Direct Program	B-20-MC-55-0011	(402,449)	1,460,904	230,894	1,289,349	-
(COVID-19) Community Development Block Grants	14.228	Direct Program	B-20-MW-55-0011	-	204,303	15,041	219,344	-
Total CDBG Entitlement Grants Cluster				(402,449)	1,665,207	245,935	1,508,693	-
Housing Voucher Cluster								
Section 8 Housing Choice Vouchers	14.871	Direct Program	WI201	-	2,967,240	-	2,967,240	-
Section 8 Management Fees	14.871	Direct Program	WI201	-	316,114	-	316,114	-
(COVID-19) Section 8 CARES Act Supplemental Funds	14.871	Direct Program	WI201	-	1,910	-	1,910	-
Total Housing Voucher cluster				-	3,285,264	-	3,285,264	-
HOME Investment Partnerships Program	14.239	Milwaukee County	Not available	-	82,862	-	82,862	-
Total U.S. Department of Housing and Urban Development				(402,449)	5,033,333	245,935	4,876,819	-
U.S. DEPARTMENT OF JUSTICE								
Drugs Task Force Grant	16.710	Direct Program	Not available	-	17,538	1,145	18,683	-
Drugs Task Force Grant (MEG Unit)	16.710	Milwaukee County	Not available	-	45,316	7,668	52,984	-
COPS Anti Heroin TskF	16.710	Direct Program	Not available	-	7,818	-	7,818	-
DEA- Relentless Pursuit	16.710	Direct Program	Not available	-	62,256	-	62,256	-
Total Public Safety Partnership and Community Policing Grants				-	132,928	8,813	141,741	-
Equitable Sharing Program	16.922	Direct Program	Not available	-	152,121	-	152,121	-
Byrne Justice Assist Grant	16.738	Milwaukee County	2018-DJ-BX-0480	(8,993)	22,723	-	13,730	-
OCDETF (OrgCrm Drug TF)	16.001	Milwaukee County	Not available	(29,902)	31,581	6,075	7,754	-
Comprehensive Opioid Abuse Site-Based Program (Cardiff Model Grant)	16.754	Direct Program	Not available	(22,583)	172,912	57,329	207,658	-
(COVID-19) Coronavirus Emergency Supplemental Funding Program	16.034	Direct Program	2020-VD-BX-1637	-	-	47,196	47,196	-
Total U.S. Department of Justice				(61,478)	512,265	119,413	570,200	-
U.S. DEPARTMENT OF TRANSPORTATION								
Highway Planning and Construction Cluster								
Highway Planning and Construction	20.205	WI Department of Transportation	1060-37-90	-	25,583	-	25,583	-
Total Highway Planning and Construction Cluster				-	25,583	-	25,583	-
Highway Safety Cluster								
State and Community Highway Safety								
Speed Task Force	20.600	WI Department of Transportation	3950980-20-45	(3,960)	3,960	-	-	-
Highway Safety	20.600	WI Department of Transportation	3950980-40-02	-	23,186	-	23,186	7,772
Pedestrian Safety	20.600	WI Department of Transportation	3950959-80-08	-	12,901	-	12,901	-
National Priority Safety Programs								
Alcohol Enforcement Grant	20.616	City of Wauwatosa	3950980-31-20	(7,211)	24,385	-	17,174	-
Seatbelt Task Force	20.616	City of West Milwaukee	3950959-25-23	-	10,745	-	10,745	-
Total Highway Safety Cluster				(11,171)	75,177	-	64,006	7,772
Total U.S. Department of Transportation				(11,171)	100,760	-	89,589	7,772

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2020**

Grantor Agency/Federal Program Title	CFDA Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/20	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/20	Total Expenditures	Subrecipient Payments
U.S. DEPARTMENT OF TREASURY								
(COVID-19) Coronavirus Relief Fund	21.019	WI Department of Health Services	155803	-	17,792	8,248	26,040	-
(COVID-19) Coronavirus Relief Fund	21.019	WI Department of Health Services	155804	-	-	30,000	30,000	-
(COVID-19) Coronavirus Relief Fund	21.019	WI Department of Health Services	155805	-	269,995	97,218	367,213	-
Total (COVID-19) Coronavirus Relief Fund				-	287,787	135,466	423,253	-
ENVIRONMENTAL PROTECTION AGENCY								
Brownfield's Assessment and Cleanup Cooperative Agreements	66.818	Direct Program	BF-00E00912-0	-	320,661	-	320,661	-
Total Environmental Protection Agency				-	320,661	-	320,661	-
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES								
Public Health Emergency Preparedness	93.069	WI Department of Health Services	155015	(17,445)	47,417	15,685	45,657	-
Public Health Emergency Preparedness	93.069	WI Department of Health Services	155050	-	5,844	-	5,844	-
Public Health Emergency Preparedness	93.069	WI Department of Health Services	155190	(242)	16,320	4,375	20,453	-
Total Public Health Emergency Preparedness				(17,687)	69,581	20,060	71,954	-
Food and Drug Administration Research	93.103	U.S. Food and Drug Administration	G-T-1810-06346	(3,000)	3,000	-	-	-
Food and Drug Administration Research	93.103	U.S. Food and Drug Administration	G-MP-1810-06348	(15,656)	15,656	-	-	-
Food and Drug Administration Research	93.103	U.S. Food and Drug Administration	G-T-1908-07275	(1,888)	1,888	-	-	-
Total Food and Drug Administration Research				(20,544)	20,544	-	-	-
Injury Prevention and Control Research and State and Community Based Programs	93.136	WI Department of Health Services	150216	-	4,301	1,629	5,930	-
Immunization Cooperative Agreements	93.268	WI Department of Health Services	155020	-	7,908	1,649	9,557	-
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	WI Department of Health Services	155802	-	-	1,151	1,151	-
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	WI Department of Health Services	155806	-	-	117,744	117,744	-
Total Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)				-	-	118,895	118,895	-
Public Health Crisis Response: Cooperative Agreements for Emergency Response: Public Health Crisis Response	93.354	WI Department of Health Services	155129	(18,500)	18,500	-	-	-
Public Health Crisis Response: Cooperative Agreements for Emergency Response: Public Health Crisis Response	93.354	WI Department of Health Services	155801	-	39,336	12,160	51,496	-
Total Public Health Crisis Response: Cooperative Agreements for Emergency Response: Public Health Crisis Response				(18,500)	57,836	12,160	51,496	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.991	WI Department of Health Services	155800	-	5,327	840	6,167	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.991	WI Department of Health Services	159220	(207)	10,411	1,650	11,854	-
Total Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)				(207)	15,738	2,490	18,021	-
Maternal and Child Health Services Block Grant	93.994	WI Department of Health Services	159320	(10,807)	16,590	20,635	26,418	-
Maternal and Child Health Services Block Grant	93.994	WI Department of Health Services	159322	-	-	-	-	-
Total Maternal and Child Health Services Block Grant				(10,807)	16,590	20,635	26,418	-
Total U.S. Department of Health and Human Services				(67,745)	192,498	177,518	302,271	-
U.S. DEPARTMENT OF HOMELAND SECURITY								
Assistance to Firefighters Grant	97.044	Direct Program	EMW-2015-FO-06535	-	-	-	-	-
Total U.S. Department of Homeland Security				-	-	-	-	-
EXECUTIVE OFFICE OF THE PRESIDENT								
High Intensity Drug Trafficking Area Problem	95.001	Direct Program	G17ML0006A G18ML0006A	(441,841)	1,834,334	716,755	2,109,248	-
TOTAL FEDERAL AWARDS				<u>\$ (1,209,690)</u>	<u>\$ 9,079,322</u>	<u>\$ 1,637,532</u>	<u>\$ 9,507,164</u>	<u>\$ 7,772</u>

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin
SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2020

Grantor Agency/State Program Title	State I.D. Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/20	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/20	Total Expenditures	Subrecipient Payments
DEPARTMENT OF HEALTH SERVICES								
WIC Farmers' Market	435.154720	Direct Program	154720	\$ -	\$ -	\$ 6,656	\$ 6,656	\$ -
CONS CONTRACTS CHHD LD	435.157720	Direct Program	157720	(1,315)	4,372	2,347	5,404	-
Total Department of Health Services				<u>(1,315)</u>	<u>4,372</u>	<u>9,003</u>	<u>12,060</u>	<u>-</u>
DEPARTMENT OF MILITARY AFFAIRS								
Mobile Field Force	465.312	Emergency Manager	2018-MFF-01-11896	-	6,500	-	6,500	-
Total Department of Military Affairs				<u>-</u>	<u>6,500</u>	<u>-</u>	<u>6,500</u>	<u>-</u>
DEPARTMENT OF JUSTICE								
Beat Patrol Grant	505.603	Direct Program	2019-BP-01-14872 2019-BPOT-01-14879	(25,465)	82,778	64,121	121,434	-
DCI CEASE Program				-	421	-	421	
Drug Trafficking Response Grant	Not available	Direct Program	2019-DT-01-14985	(3,793)	3,793	-	-	-
Total Department of Justice				<u>(29,258)</u>	<u>86,992</u>	<u>64,121</u>	<u>121,855</u>	<u>-</u>
TOTAL STATE AWARDS				<u>\$ (30,573)</u>	<u>\$ 97,864</u>	<u>\$ 73,124</u>	<u>\$ 140,415</u>	<u>\$ -</u>

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 154710	CARS Profile or PO #: 154760	CARS Profile or PO #: 154746	CARS Profile or PO #: 154740
Award Amount	\$ 803,227	\$ 32,320	\$ 19,646	\$ 12,625
Award Period	1/1/20 - 12/31/20	1/1/20 - 12/31/20	1/1/20 - 12/31/20	10/1/19 - 9/30/20
Period of Award within the Audit Period	<u>1/1/20 - 12/31/20</u>	<u>1/1/20 - 12/31/20</u>	<u>1/1/20 - 12/31/20</u>	<u>1/1/20 - 9/30/20</u>
A. Expenditures reported to DHS or revenue received	\$ 748,058	\$ 14,376	\$ 19,646	\$ 12,048
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 470,385	\$ 13,067	\$ -	\$ -
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	165,569	273	-	-
3. Payroll Taxes (Social Security)	34,456	995	-	-
4. Rent or Occupancy	11,488	-	-	-
5. Professional Services	-	-	-	-
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	1,779	-	-	-
8. Employee Licenses and Dues	200	-	-	-
9. Supplies	59,723	-	-	-
10. Telephone	3,743	-	-	-
11. Equipment	-	-	-	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	649	-	-	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	-	41	19,646	-
20. Other	66	-	-	12,048
B. Total Operating Costs of Awards	<u>748,058</u>	<u>14,376</u>	<u>19,646</u>	<u>12,048</u>
C. Less Disallowed Costs	-	-	-	-
D. Less Program Revenues and Other Offsets to Costs	-	-	-	-
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, " Net Allowable Operating Costs" to Calculate Allowable Profit	<u>748,058</u>	<u>14,376</u>	<u>19,646</u>	<u>12,048</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 154661	CARS Profile or PO #: 154661	CARS Profile or PO #: 155015	CARS Profile or PO #: 155015
Award Amount	\$ 23,337	\$ 23,337	\$ 51,821	\$ 52,196
Award Period	10/1/19 - 9/30/20	10/1/20 - 9/30/21	7/1/19 - 6/30/20	7/1/20 - 6/30/21
Period of Award within the Audit Period	<u>1/1/20 - 9/30/20</u>	<u>10/1/20 - 12/31/20</u>	<u>1/1/20 - 6/30/20</u>	<u>7/1/20 - 12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 16,417	\$ 4,578	\$ 26,823	\$ 18,834
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 7,022	\$ 1,441	\$ 2,545	\$ 10,299
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	3,073	752	639	2,428
3. Payroll Taxes (Social Security)	502	124	184	771
4. Rent or Occupancy	-	-	-	-
5. Professional Services	-	-	-	-
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	-	-	2,357	(450)
8. Employee Licenses and Dues	-	-	-	510
9. Supplies	3,307	977	5,865	3,112
10. Telephone	2,492	514	1,769	1,939
11. Equipment	-	-	1,339	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	-	770	-	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	21	-	10,455	225
20. Other	-	-	1,670	-
B. Total Operating Costs of Awards	<u>16,417</u>	<u>4,578</u>	<u>26,823</u>	<u>18,834</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, "Net Allowable Operating Costs" to Calculate Allowable Profit	<u>16,417</u>	<u>4,578</u>	<u>26,823</u>	<u>18,834</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 155050	CARS Profile or PO #: 155190	CARS Profile or PO #: 155190	CARS Profile or PO #: 155020
Award Amount	\$ 7,125	\$ 16,558	\$ 16,558	\$ 17,018
Award Period	7/1/19 - 6/30/20	7/1/19 - 6/30/20	7/1/20-6/30/21	1/1/20-12/31/20
Period of Award within the Audit Period	<u>1/1/20 - 6/30/20</u>	<u>1/1/20-6/30/20</u>	<u>7/1/20-12/31/20</u>	<u>1/1/20-12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 5,844	\$ 14,915	\$ 5,538	\$ 9,557
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 3,237	\$ -	\$ 179	\$ 6,263
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	2,382	-	56	2,841
3. Payroll Taxes (Social Security)	225	-	23	453
4. Rent or Occupancy	-	-	-	-
5. Professional Services	-	-	-	-
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	-	-	-	-
8. Employee Licenses and Dues	-	-	-	-
9. Supplies	-	8,937	2,828	-
10. Telephone	-	1,511	1,909	-
11. Equipment	-	-	-	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	-	-	-	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	-	-	543	-
20. Other	-	4,467	-	-
B. Total Operating Costs of Awards	<u>5,844</u>	<u>14,915</u>	<u>5,538</u>	<u>9,557</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, " Net Allowable Operating Costs" to Calculate Allowable Profit	<u>5,844</u>	<u>14,915</u>	<u>5,538</u>	<u>9,557</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 150216	CARS Profile or PO #: 150216	CARS Profile or PO #: 155800	CARS Profile or PO #: 155800
Award Amount	\$ 25,000	\$ 23,751	\$ 5,400	\$ 5,400
Award Period	9/1/19-8/31/20	9/1/20-8/31/21	7/1/19-6/30/20	7/1/20-6/30/21
Period of Award within the Audit Period	<u>1/1/20-8/31/20</u>	<u>9/1/20-12/31/20</u>	<u>1/1/20-6/30/20</u>	<u>7/1/20-12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 4,301	\$ 1,629	\$ 5,327	\$ 840
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 3,047	\$ 1,169	\$ -	\$ 634
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	1,143	420	-	159
3. Payroll Taxes (Social Security)	111	40	-	47
4. Rent or Occupancy	-	-	-	-
5. Professional Services	-	-	-	-
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	-	-	-	-
8. Employee Licenses and Dues	-	-	-	-
9. Supplies	-	-	5,327	-
10. Telephone	-	-	-	-
11. Equipment	-	-	-	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	-	-	-	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	-	-	-	-
20. Other	-	-	-	-
B. Total Operating Costs of Awards	<u>4,301</u>	<u>1,629</u>	<u>5,327</u>	<u>840</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, "Net Allowable Operating Costs" to Calculate Allowable Profit	<u>4,301</u>	<u>1,629</u>	<u>5,327</u>	<u>840</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 159220	CARS Profile or PO #: 159220	CARS Profile or PO #: 154720	CARS Profile or PO #: 157720
Award Amount	\$ 10,411	\$ 13,895	\$ 6,656	\$ 10,567
Award Period	10/1/19-9/30/20	10/1/20-9/30/21	1/1/20-12/31/20	1/1/20-12/31/20
Period of Award within the Audit Period	<u>1/1/20-9/30/20</u>	<u>10/1/20-12/31/20</u>	<u>1/1/20-12/31/20</u>	<u>1/1/20-12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 10,204	\$ 1,650	\$ 6,656	\$ 5,404
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 8,247	\$ -	\$ 5,537	\$ 3,595
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	1,145	-	396	1,547
3. Payroll Taxes (Social Security)	812	-	425	262
4. Rent or Occupancy	-	-	-	-
5. Professional Services	-	-	-	-
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	-	1,650	-	-
8. Employee Licenses and Dues	-	-	-	-
9. Supplies	-	-	-	-
10. Telephone	-	-	-	-
11. Equipment	-	-	-	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	-	-	298	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	-	-	-	-
20. Other	-	-	-	-
B. Total Operating Costs of Awards	<u>10,204</u>	<u>1,650</u>	<u>6,656.00</u>	<u>5,404</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, "Net Allowable Operating Costs" to Calculate Allowable Profit	<u>10,204</u>	<u>1,650</u>	<u>6,656</u>	<u>5,404</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 159320	CARS Profile or PO #: 155801	CARS Profile or PO #: 155802	CARS Profile or PO #: 155803
Award Amount	\$ 26,420	\$ 52,196	\$ 21,400	\$ 19,992
Award Period	1/1/20-12/31/20	4/1/20-3/31/21	3/1/20-12/31/20	3/1/20-12/31/20
Period of Award within the Audit Period	<u>1/1/20-12/31/20</u>	<u>4/1/20-12/31/20</u>	<u>3/1/20-12/31/20</u>	<u>3/1/20-12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 26,418	\$ 51,496	\$ 1,151	\$ 26,040
B. Total Operating Costs of Award				
1. Employee Salaries and Wages	\$ 4,532	\$ 30,359	\$ -	\$ 4,357
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	971	8,569	-	1,351
3. Payroll Taxes (Social Security)	340	2,245	-	324
4. Rent or Occupancy	-	-	-	-
5. Professional Services	-	2,253	-	20,008
6. Employee Travel	-	-	-	-
7. Conference, Meetings or Education	170	(393)	-	-
8. Employee Licenses and Dues	-	-	-	-
9. Supplies	20,405	(4,169)	-	-
10. Telephone	-	3,834	-	-
11. Equipment	-	-	-	-
12. Depreciation	-	-	-	-
13. Utilities	-	-	-	-
14. Bad Debts	-	-	-	-
15. Postage and Shipping	-	616	-	-
16. Insurance	-	-	-	-
17. Interest	-	-	-	-
18. Bank Fees and Charges	-	-	-	-
19. Advertising and Marketing	-	8,182	-	-
20. Other	-	-	1,151	-
B. Total Operating Costs of Awards	<u>26,418</u>	<u>51,496</u>	<u>1,151</u>	<u>26,040</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, " Net Allowable Operating Costs" to Calculate Allowable Profit	<u>26,418</u>	<u>51,496</u>	<u>1,151</u>	<u>26,040</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

City of West Allis, Wisconsin

SETTLEMENT OF DHS COST REIMBURSEMENT AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

DHS Identification Number	CARS Profile or PO #: 155804	CARS Profile or PO #: 155805	CARS Profile or PO #: 155806
Award Amount	\$ 30,000	\$ 367,213	\$ 922,900
Award Period	3/1/20-12/31/20	3/1/20-12/31/20	10/1/20-10/1/22
Period of Award within the Audit Period	<u>3/1/20-12/31/20</u>	<u>3/1/20-12/31/20</u>	<u>10/1/20-12/31/20</u>
A. Expenditures reported to DHS or revenue received	\$ 30,000	\$ 367,213	\$ 117,744
B. Total Operating Costs of Award			
1. Employee Salaries and Wages	\$ 19,147	\$ 239,883	\$ 86,477
2. Employee Fringe Benefits (Health, Dental, Life, Retirement)	5,410	56,147	8,731
3. Payroll Taxes (Social Security)	1,419	18,100	5,819
4. Rent or Occupancy	-	-	-
5. Professional Services	293	53,083	16,717
6. Employee Travel	-	-	-
7. Conference, Meetings or Education	-	-	-
8. Employee Licenses and Dues	-	-	-
9. Supplies	190	-	-
10. Telephone	1,084	-	-
11. Equipment	-	-	-
12. Depreciation	-	-	-
13. Utilities	-	-	-
14. Bad Debts	-	-	-
15. Postage and Shipping	-	-	-
16. Insurance	-	-	-
17. Interest	-	-	-
18. Bank Fees and Charges	-	-	-
19. Advertising and Marketing	-	-	-
20. Other	2,457	-	-
B. Total Operating Costs of Awards	<u>30,000</u>	<u>367,213</u>	<u>117,744</u>
C. Less Disallowed Costs	<u>-</u>	<u>-</u>	<u>-</u>
D. Less Program Revenues and Other Offsets to Costs	<u>-</u>	<u>-</u>	<u>-</u>
E. Total Allowable Costs: If the Agency is for Profit, Enter This Number in Figure 10 - Allowable Profit Schedule, Line 1, "Net Allowable Operating Costs" to Calculate Allowable Profit	<u>30,000</u>	<u>367,213</u>	<u>117,744</u>
F. Gain or (Loss) = Line A - Line E	\$ -	\$ -	\$ -

The notes to the schedules of expenditures of federal and state awards and the settlement of DHS cost reimbursement awards are an integral part of this schedule.

CITY OF WEST ALLIS, WISCONSIN
NOTES TO THE SCHEDULES OF EXPENDITURES
OF FEDERAL AND STATE AWARDS AND THE SETTLEMENT
OF DHS COST REIMBURSEMENT AWARDS
Year Ended December 31, 2020

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedules of expenditures of federal and state awards and the Settlement of DHS Cost Reimbursement Schedules of the City of West Allis, Wisconsin (the City) are presented in accordance with the requirements of Title 2 *U.S code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Wisconsin *State Single Audit Guidelines* issued by the Wisconsin Department of Administration.

The schedules of expenditures of federal and state awards and the Settlement of DHS Cost Reimbursement Schedules include all federal and state awards of the City. Because the schedules present only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedules are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and the Wisconsin *State Single Audit Guidelines* for all awards with the exception of Federal CFDA Number 21.019, which follows criteria determined by the Department of Treasury for allowability of costs. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 – INDIRECT COST ALLOCATION RATE

The City has elected not to apply the 10 percent de minimis cost rate to awards for the year ended December 31, 2020.

NOTE 4 - OVERSIGHT AGENCIES

The federal and state oversight agencies for the City are as follows:

Federal - U. S. Department of Housing and Urban Development
State - Wisconsin Department of Health Services

CITY OF WEST ALLIS, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2020

Section I – Summary of Auditors' Results

Financial Statements

- | | | |
|--|------------|-----------------------|
| Type of auditors' report issued: | Unmodified | |
| 1. Internal control over financial reporting: | | |
| • Material weakness(es) identified? | _____ yes | ___X___ no |
| • Significant deficiency(ies) identified? | _____ yes | ___X___ none reported |
| 2. Noncompliance material to financial statements noted? | | |
| | _____ yes | ___X___ no |

Federal Awards

- | | | |
|---|--|-----------------------|
| 1. Internal control over major federal programs: | | |
| • Material weakness(es) identified? | ___X___ yes | _____ no |
| • Significant deficiency(ies) identified? | _____ yes | ___X___ none reported |
| 2. Type of auditors' report issued on compliance for major federal programs: | | |
| | Qualified for Section Housing Choice Voucher,
Unmodified for all other programs | |
| 3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | | |
| | ___X___ yes | _____ no |

Identification of Major Federal Programs

CFDA Number(s)	Name of Federal Program or Cluster
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children
14.871	Section 8 Housing Choice Voucher Cluster
Dollar threshold used to distinguish between Type A and Type B programs:	
	\$ <u>750,000</u>
Auditee qualified as low-risk auditee?	
	_____ yes ___X___ no

**CITY OF WEST ALLIS, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2020**

Section I – Summary of Auditors' Results

State Financial Assistance

1. Internal control over state projects:

- Material weakness(es) identified? _____ yes X no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? X yes _____ none reported

2. Type of auditors' report issued on compliance for state projects:

Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with state requirements?

 X yes _____ no

Identification of Major State Projects

CSFA Number(s)

505.603

Name of State Project

Beat Patrol Grant

Dollar threshold used to distinguish between Type A and Type B state projects:

\$ 250,000

Auditee qualified as low-risk auditee?

_____ yes X no

CITY OF WEST ALLIS, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2020

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal and State Programs

2020-001: Third Party Asset Verification
Federal Agency: U.S. Department of Housing and Urban Development
Federal Program Title: Housing Choice Voucher Program Cluster
CFDA No: 14.871
Compliance Requirement: Eligibility
Award Period: January 1, 2020 – December 31, 2020
Type of Finding:

- Internal Control, Material Weakness in Internal Control over Compliance
- Material Noncompliance (Modified Opinion)

Criteria or specific requirement: Assets reported on the tenant assistance application were verified by the leasing specialist by obtaining 3rd party verification of assets. If the tenant listed bank accounts, the PHA must obtain account balances from the bank or copies of bank statements. If the tenant receives SS income or wages, look at these forms to see if there is any indication of direct deposit. If so, the PHA should have gotten bank statements. (24 CFR 985.516).

Condition: During our testing, we noted the City failed to maintain documentation with the requirements to obtain 3rd party verification as stated in the criteria section of this finding.

Questioned Costs: Known – None |

Context: From a statistically valid sample of forty (40) program participant files selected for testing, eighteen (18) files failed to maintain documentation of eligibility with the requirement to obtain 3rd party verification of assets as stated in the criteria section of this finding. The sample size was based on guidance from chapter 11 of the AICPA Audit Guide, Government Auditing Standards and Single Audits.

Cause: The City's system of internal controls included in the policies and procedures failed to identify the noncompliance as described in the condition section of this finding.

Effect: The failure of the internal controls has resulted in noncompliance with the requirements of 24 CFR 985.516 as stated in the criteria section of this finding.

Repeat Finding: No

Recommendation: We recommend that the City review its system of internal control related to the policies and procedures in place to mitigate the risk of noncompliance with the requirements as stated in the criteria section of this finding.

Views of Responsible Officials: There is no disagreement with the audit finding.

Responsible Person and Anticipated Completion Date: Steven Schaer, Manager, Planning and Zoning and September 30, 2022.

CITY OF WEST ALLIS, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2020

Section III – Findings and Questioned Costs – Major Federal and State Programs (Continued)

2020-002: Quarterly Reporting
State Agency: Wisconsin Department of Justice
State Program Title: Boat Patrol
State Listing No: 505.603
Compliance Requirement: Reporting
Award Period: January 1, 2020 – December 31, 2020
Type of Finding:

- Internal Control, Significant Deficiency in Internal Control over Compliance
- Other Matters

Criteria or specific requirement: The agreement requires that quarterly financial and performance reports be filed with the Wisconsin Department of Justice no later than April 4, 2020; July 12, 2020; October 12, 2020; and January 30, 2021.

Condition: During our testing, we noted the City failed to timely file the required quarterly reports as stated in the criteria section of this finding.

Questioned Costs: Known – None | Likely - Undeterminable

Context: From a statistically valid sample of four (4) quarterly reports selected for testing, two (2) failed to be filed by the applicable deadlines noted in the criteria section of this finding. The sample size was based on guidance from chapter 11 of the AICPA Audit Guide, Government Auditing Standards and Single Audits.

Cause: The City's system of internal controls included in the policies and procedures failed to identify the noncompliance as described in the condition section of this finding.

Effect: The failure of the internal controls has resulted in noncompliance with the reporting requirements as stated in the criteria section of this finding.

Repeat Finding: No


Recommendation: We recommend that the City review its system of internal control related to the policies and procedures in place to mitigate the risk of noncompliance with the requirements as stated in the criteria section of this finding.

Views of Responsible Officials: There is no disagreement with the audit finding.

Responsible Person and Anticipated Completion Date: Kris Moen, Deputy Finance Director and June 30, 2022.

CITY OF WEST ALLIS, WISCONSIN
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2020

Section IV – Other Issues

- | | |
|--|--|
| 1. Do the auditors' report or the notes to the financial statements include disclosure with regard to substantial doubt as to the auditee's ability to continue as a going concern? | No |
| 2. Does the auditors' report show audit issues (i.e., material noncompliance, nonmaterial noncompliance, questioned costs, material weaknesses, significant deficiencies, management letter comments, excess revenue or excess reserve) related to grants or contracts with funding agencies that require audits to be in accordance with the Wisconsin <i>State Single Audit Guidelines</i> : | |
| Department of Justice | Yes |
| Department of Health Services | No |
| Department of Military Affairs | No |
| Department of Transportation | No |
| 3. Was a management letter or other document conveying audit comments issued as a result of this audit? | Yes |
| 4. Name and signature of Principal | 

Jordan Boehm, CPA |
| 5. Date of Report | March 23, 2022 |

**CITY OF WEST ALLIS, WISCONSIN
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2020**

Federal: U.S. Department of Housing and Urban Development

State: Wisconsin Department of Health Services

The City of West Allis, Wisconsin respectfully submits the following corrective action plan for the year ended December 31, 2020.

Audit period: January 1, 2020 to December 31, 2020

The findings from the schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

FINDINGS—FINANCIAL STATEMENT AUDIT

There were no financial statement audit finding to report in accordance with Government Auditing Standards for the year ended December 31, 2020.

FINDINGS—FEDERAL AND STATE AWARD PROGRAMS AUDITS

U.S. Department of Housing and Urban Development

2020-001 Housing Choice Voucher Program – Assistance Listing No. 14.871

Recommendation: We recommend that the City review its system of internal control related to the policies and procedures in place to mitigate the risk of noncompliance with the requirements as stated in the criteria section of this finding.

Explanation of disagreement with audit finding: There is no disagreement with the audit finding.

Action taken in response to finding: Prior to notification of this audit finding in March 2022, the Housing Office experienced staffing turnover and other organizational changes, which included key program staff, and a departmental reorganization that changed program supervision responsibilities. After efforts to stabilize the staffing interruptions, Housing Staff took corrective action in early 2021 to cross-train and work toward improvement and consistency as it relates specifically to verifying and maintaining participant eligibility requirements. Housing staff indicated such efforts were completed by July 2021.

A more complete review of the policies and procedures and overall system of internal control for the Housing Choice Voucher program is likely needed due to the recent staffing and organizational changes. It is anticipated that this review will be completed during 2022.

Name(s) of the contact person(s) responsible for corrective action: Steven Schaer

Planned completion date for corrective action plan: 9/30/2022

2020-002 Beat Patrol – State ID No. 505.603

Recommendation: We recommend that the City review its system of internal control related to the policies and procedures in place to mitigate the risk of noncompliance with the requirements as stated in the criteria section of this finding.

**CITY OF WEST ALLIS, WISCONSIN
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2020**

Explanation of disagreement with audit finding: There is no disagreement with the audit finding.

Action taken in response to finding: Prior to notification of this audit finding in March 2022, the city had recognized the impact that staff turnover and knowledge gaps were having from a risk assessment standpoint. Specific to grant compliance, in late 2021, the City Finance Department drafted a Grant Management Policy to formalize responsibilities for grant management and compliance. A key component of that policy includes establishing a program point of contact for each grant who can work closely with a Grant Accountant in the Finance Department to ensure financial reporting is completed timely and accurately. The program point of contact also completes performance reporting as needed for the grant. The Grant Management Policy is in a final review stage and is expected to be formally adopted by the City's Common Council during Q2 2022. Afterwards, communication of the new policy requirements and training, as needed, will be conducted in all City Departments that administer grant funding.

For the Beat Patrol Grant, a Captain at the Police Department is the program point of contact, and he has effectively managed the reporting deadlines for over a year now. He works closely with the Grant Accountant in Finance on all necessary reporting requirements for this and other Police Department grants. In short, these issues are not occurring anymore. The reports that were filed late, as noted in the finding, were previously handled by a long-tenured Grant Accountant. We were not well prepared for her departure, but since that time have worked to establish a shared "deadline calendar" for critical items such as grant reports, and more effective cross-training that should avoid such issues in the future.

Name(s) of the contact person(s) responsible for corrective action: Kris Moen

Planned completion date for corrective action plan: 6/30/2022

If the U.S. Department of Housing and Urban Development or the Wisconsin Department of Health Services has questions regarding this plan, please call Kris Moen, Deputy Finance Director, at (414) 302-8251.

**CITY OF WEST ALLIS, WISCONSIN
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED DECEMBER 31, 2020**

Federal: U.S. Department of Housing and Urban Development

State: Wisconsin Department of Health Services

The City of West Allis, Wisconsin respectfully submits the following summary schedule of prior audit findings for the year ended December 31, 2020.

Audit period: January 1, 2020 to December 31, 2020

The findings from the prior audit's schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the prior year.

FINDINGS—FINANCIAL STATEMENT AUDIT

2019 – 001 Audit Adjustment

Condition: Two material journal entries were identified, proposed to management, and accepted during the performance of the audit to report activity related to long term debt issuance in accordance with GAAP.

Status: Corrective action has been taken.

FINDINGS— FEDERAL AND STATE AWARD PROGRAMS AUDITS

There were no federal or state award program audit findings in the prior year.

If the U.S. Department of Housing and Urban Development or the Wisconsin Department of Health Services has questions regarding this schedule, please call Kris Moen, Deputy Finance Director, at (414) 302-8251.

Monthly Listing of Claims Paid

May 2022

Payment Date: 05/02/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29552	WE ENERGIES	100-4118-531.41-04		Group Bill	5,948.29
29552 - Summary					5,948.29
05/02/2022 - Summary					5,948.29

Payment Date: 05/03/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29373	A. GALENA, LLC	223-7602-563.43-03		HAPRENT-5-22	1,192.00
29373 - Summary					1,192.00
29374	ADSIT, CHRIS	223-7602-563.43-03		HAPRENT-5-22	1,293.00
29374 - Summary					1,293.00
29375	AMBROSELLI, DOMINIC	223-7602-563.43-03		HAPRENT-5-22	904.00
29375 - Summary					904.00
29376	AMU-PLUS, LLC	223-7602-563.43-03		HAPRENT-5-22	463.00
29376 - Summary					463.00
29377	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-5-22	892.00
29377 - Summary					892.00
29378	ANDERSON, JEFFREY	223-7602-563.43-03		HAPRENT-5-22	1,821.00
29378 - Summary					1,821.00
29379	APPLETON RENTAL HOMES LLC	223-7602-563.43-03		HAPRENT-5-22	408.00
29379 - Summary					408.00
29380	ARIOSTO LOPEZ CAMPOS	223-7602-563.43-03		HAPRENT-5-22	732.00
29380 - Summary					732.00
29381	ASPENWOOD GLEN	226-7605-563.43-08		HAPRENT-5-22	545.00
29381 - Summary					545.00
29382	ATD RENTALS 80 LLC	223-7602-563.43-03		HAPRENT-5-22	573.00
29382 - Summary					573.00
29383	ATID PROPERTIES	223-7602-563.43-03		HAPRENT-5-22	489.00
29383 - Summary					489.00
29384	AUTUMN GLEN LLC	223-7602-563.43-03		HAPRENT-5-22	928.00
29384 - Summary					928.00
29385	AVILA, JORGE	223-7602-563.43-03		HAPRENT-5-22	815.00
29385 - Summary					815.00
29386	BAJIC, LUISEC/O BIECK MANAGEMENT	226-7605-563.43-08		HAPRENT-5-22	450.00
29386 - Summary					450.00
29387	BAM RENTALS, LLC	223-7602-563.43-03		HAPRENT-5-22	514.00
29387 - Summary					514.00
29388	BARTELS, BRIAN	223-7602-563.43-03		HAPRENT-5-22	882.00
29388 - Summary					882.00
29389	BARTSCH MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-5-22	625.00
29389 - Summary					625.00
29390	BAYER, WERNER	223-7602-563.43-03		HAPRENT-5-22	1,672.00
29390 - Summary					1,672.00
29391	BECHER APARTMENTS, INC	223-7602-563.43-03		HAPRENT-5-22	775.00
29391 - Summary					775.00
29392	BECHER PROPERTY LLC	223-7602-563.43-03		HAPRENT-5-22	775.00
29392 - Summary					775.00
29393	BELOIT ROAD SENIOR APARTMENTS LLC	223-7602-563.43-07		HAPRENT-5-22	41,189.00
29393 - Summary					41,189.00
29394	BERRADA PROPERTIES MGT INC	226-7605-563.43-08		HAPRENT-5-22	671.00
29394 - Summary					671.00
29395	BIECK MANAGEMENT, INC.	223-7602-563.43-03		HAPRENT-5-22	567.00
29395 - Summary					567.00
29396	BILL HOAG PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	596.00
29396 - Summary					596.00
29397	BLAKE-WEISE MGT DBA FRENCH QUARTER	223-7602-563.43-03		HAPRENT-5-22	600.00

Monthly Listing of Claims Paid
May 2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29397	BLAKE-WEISE MGT DBA FRENCH QUARTER	226-7605-563.43-08		HAPRENT-5-22	845.00
29397 - Summary					1,445.00
29398	BRAMBILA, EXSIQUIA RUBIO	226-7605-563.43-08		HAPRENT-5-22	845.00
29398 - Summary					845.00
29399	BRELL INVESTMENTS	226-7605-563.43-08		HAPRENT-5-22	393.00
29399 - Summary					393.00
29400	BRUCKNER, DAN	223-7602-563.43-03		HAPRENT-5-22	437.00
29400 - Summary					437.00
29401	BUCKHORN STATION HARMONY HSG, LLC	226-7605-563.43-08		HAPRENT-5-22	292.00
29401 - Summary					292.00
29402	BURNHAM HILL APTS	226-7605-563.43-08		HAPRENT-5-22	1,605.00
29402 - Summary					1,605.00
29403	BUSKA, CHARLOTTE	226-7605-563.43-08		HAPRENT-5-22	539.00
29403 - Summary					539.00
29404	BUTTITTA, NICK	223-7602-563.43-03		HAPRENT-5-22	568.00
29404 - Summary					568.00
29405	CARNEGIE PLACE	223-7602-563.43-03		HAPRENT-5-22	1,411.00
	CARNEGIE PLACE	226-7605-563.43-08		HAPRENT-5-22	1,400.00
29405 - Summary					2,811.00
29406	CARRAN, CARL	223-7602-563.43-03		HAPRENT-5-22	1,551.00
	CARRAN, CARL	226-7605-563.43-08		HAPRENT-5-22	1,183.00
29406 - Summary					2,734.00
29407	CHYBOWSKI, STEVEN	223-7602-563.43-03		HAPRENT-5-22	642.00
29407 - Summary					642.00
29408	CITY OF WEST ALLIS-FSS DEPOSITS	223-7602-563.43-03		FSSRENT-5-22	287.00
29408 - Summary					287.00
29409	CITYWIDE RENTALS &PROPERTY MGMT LLC	223-7602-563.43-03		HAPRENT-5-22	2,431.00
29409 - Summary					2,431.00
29410	CLARKE SQUARE TERRACE HOUSING LLC	226-7605-563.43-08		HAPRENT-5-22	506.00
29410 - Summary					506.00
29411	COLON, JORGE	223-7602-563.43-03		HAPRENT-5-22	481.00
29411 - Summary					481.00
29412	CORNERSTONE MANAGEMENT ASSOC	226-7605-563.43-08		HAPRENT-5-22	1,392.00
29412 - Summary					1,392.00
29413	CREAM CITY CAPITAL LLC	226-7605-563.43-08		HAPRENT-5-22	650.00
29413 - Summary					650.00
29414	DAYFORTH APARTMENTS LLP	226-7605-563.43-08		HAPRENT-5-22	775.00
29414 - Summary					775.00
29415	EBERLE, JOSEPH	223-7602-563.43-03		HAPRENT-5-22	834.00
29415 - Summary					834.00
29416	EDWARDS REAL ESTATE LLC	226-7605-563.43-08		HAPRENT-5-22	519.00
29416 - Summary					519.00
29417	ELITE PROPERTIES INC	223-7602-563.43-03		HAPRENT-5-22	441.00
	ELITE PROPERTIES INC	226-7605-563.43-08		HAPRENT-5-22	402.00
29417 - Summary					843.00
29418	ENHANCED PROPERTIES LLC	223-7602-563.43-03		HAPRENT-5-22	636.00
29418 - Summary					636.00
29419	ENIGMA PROPERTIES - 8420	226-7605-563.43-08		HAPRENT-5-22	1,121.00
29419 - Summary					1,121.00
29420	FABISZAK, MEL	223-7602-563.43-03		HAPRENT-5-22	522.00
29420 - Summary					522.00
29421	FILIATRAULT, MARK	223-7602-563.43-03		HAPRENT-5-22	521.00
29421 - Summary					521.00
29422	FLESSAS, JOHN	223-7602-563.43-03		HAPRENT-5-22	650.00
29422 - Summary					650.00
29423	FRISKE, JONATHON	223-7602-563.43-03		HAPRENT-5-22	1,200.00
29423 - Summary					1,200.00

Monthly Listing of Claims Paid
May 2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29424	FRONT GATE PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	847.00
29424 - Summary					847.00
29425	GALOVIC, STEFAN	223-7602-563.43-03		HAPRENT-5-22	558.00
29425 - Summary					558.00
29426	GRAD, FRANK	223-7602-563.43-03		HAPRENT-5-22	1,135.00
29426 - Summary					1,135.00
29427	GRANDLICH, DANIEL	223-7602-563.43-03		HAPRENT-5-22	356.00
29427 - Summary					356.00
29428	GREENFIELD GARDEN, LLC	223-7602-563.43-03		HAPRENT-5-22	1,410.00
29428 - Summary					1,410.00
29429	GREENFIELD SENIOR APARTMENTS, LLC	223-7602-563.43-03		HAPRENT-5-22	297.00
	GREENFIELD SENIOR APARTMENTS, LLC	226-7605-563.43-08		HAPRENT-5-22	723.00
29429 - Summary					1,020.00
29430	GVI PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	802.00
29430 - Summary					802.00
29431	HEARTLAND-WEST ALLIS COURTYARD LLC	223-7602-563.43-03		HAPRENT-5-22	3,408.00
29431 - Summary					3,408.00
29432	HELBLING, RICHARD	223-7602-563.43-03		HAPRENT-5-22	315.00
29432 - Summary					315.00
29433	HENDRICKSON, BARBARA	226-7605-563.43-08		HAPRENT-5-22	1,652.00
29433 - Summary					1,652.00
29434	HERITAGE WEST ALLIS	223-7602-563.43-03		HAPRENT-5-22	3,474.00
29434 - Summary					3,474.00
29435	HERTEL, MR STACY	223-7602-563.43-03		HAPRENT-5-22	259.00
29435 - Summary					259.00
29436	HISTORIC LOFTS ON KILBOURN	226-7605-563.43-08		HAPRENT-5-22	372.00
29436 - Summary					372.00
29437	HOCHSCHILD, LAWRENCE	223-7602-563.43-03		HAPRENT-5-22	1,060.00
	HOCHSCHILD, LAWRENCE	226-7605-563.43-08		HAPRENT-5-22	523.00
29437 - Summary					1,583.00
29438	HOOKE, SUSAN	223-7602-563.43-03		HAPRENT-5-22	1,400.00
29438 - Summary					1,400.00
29439	HOSPEL, BRIAN	226-7605-563.43-08		HAPRENT-5-22	246.00
29439 - Summary					246.00
29440	HOUSE, ASHLEY	223-7602-563.43-03		HAPRENT-5-22	362.00
29440 - Summary					362.00
29441	HUBINGER, ROBERT	223-7602-563.43-03		HAPRENT-5-22	886.00
29441 - Summary					886.00
29442	IRIZARRY, JOSEPH	223-7602-563.43-03		HAPRENT-5-22	404.00
29442 - Summary					404.00
29443	JDM INVESTMENTS, LLC	223-7602-563.43-03		HAPRENT-5-22	367.00
29443 - Summary					367.00
29444	JKKRAHN INVESTMENTS, LLC	223-7602-563.43-03		HAPRENT-5-22	998.00
29444 - Summary					998.00
29445	JOHN ELLIOTT REALTY	223-7602-563.43-03		HAPRENT-5-22	519.00
29445 - Summary					519.00
29446	K.B. CO INVESTMENTS	226-7605-563.43-08		HAPRENT-5-22	2,180.00
29446 - Summary					2,180.00
29447	KEOUGH, MATTHEW	223-7602-563.43-03		HAPRENT-5-22	177.00
29447 - Summary					177.00
29448	KEY WAY RENTALS, LLC	223-7602-563.43-03		HAPRENT-5-22	657.00
29448 - Summary					657.00
29449	KIEFER RATH, JANE	226-7605-563.43-08		HAPRENT-5-22	516.00
29449 - Summary					516.00
29450	KLEIN, CAROL J	223-7602-563.43-03		HAPRENT-5-22	656.00
29450 - Summary					656.00
29451	KLOSE JR, JOHN P.	223-7602-563.43-03		HAPRENT-5-22	1,000.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
29451	Summary				1,000.00
29452	KNITTING FACTORY HARMONY HOUSING LL	226-7605-563.43-08		HAPRENT-5-22	1,214.00
29452	Summary				1,214.00
29453	KORONKA, HELEN	223-7602-563.43-03		HAPRENT-5-22	504.00
29453	Summary				504.00
29454	KRUEGER, RONALD	223-7602-563.43-03		HAPRENT-5-22	379.00
29454	Summary				379.00
29455	KTI, LLC	223-7602-563.43-03		HAPRENT-5-22	725.00
29455	Summary				725.00
29456	LADEWIG, GAVIN	223-7602-563.43-03		HAPRENT-5-22	595.00
29456	Summary				595.00
29457	LAKE, CHRIS	223-7602-563.43-03		HAPRENT-5-22	636.00
29457	Summary				636.00
29458	LEJA, LARRY	223-7602-563.43-03		HAPRENT-5-22	277.00
29458	Summary				277.00
29459	LINCOLN CREST APARTMENTS	223-7602-563.43-03		HAPRENT-5-22	10,453.00
	LINCOLN CREST APARTMENTS	226-7605-563.43-08		HAPRENT-5-22	680.00
29459	Summary				11,133.00
29460	LOGIC PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	567.00
29460	Summary				567.00
29461	MAHNKE, JACK	223-7602-563.43-03		HAPRENT-5-22	1,103.00
29461	Summary				1,103.00
29462	MAIER, NATE	223-7602-563.43-03		HAPRENT-5-22	152.00
29462	Summary				152.00
29463	MALIN, MARTIN	226-7605-563.43-08		HAPRENT-5-22	711.00
29463	Summary				711.00
29464	MARGARITA VILLA, LLC	226-7605-563.43-08		HAPRENT-5-22	691.00
29464	Summary				691.00
29465	MERZ, MARK AND STEPHANIE	223-7602-563.43-03		HAPRENT-5-22	606.00
29465	Summary				606.00
29466	METRO RENTAL MGMT	226-7605-563.43-08		HAPRENT-5-22	997.00
29466	Summary				997.00
29467	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-5-22	32,061.00
	METROPOLITAN ASSOCIATES	226-7605-563.43-08		HAPRENT-5-22	2,627.00
29467	Summary				34,688.00
29468	MIAO, XIANGDONG	223-7602-563.43-03		HAPRENT-5-22	675.00
29468	Summary				675.00
29469	MILWAUKEE INVESTMENTS II, LLC	223-7602-563.43-03		HAPRENT-5-22	1,983.00
29469	Summary				1,983.00
29470	MONTENEGRO, JOSE	223-7602-563.43-03		HAPRENT-5-22	582.00
29470	Summary				582.00
29471	MORRISON, TOM	223-7602-563.43-03		HAPRENT-5-22	1,278.00
	MORRISON, TOM	226-7605-563.43-08		HAPRENT-5-22	830.00
29471	Summary				2,108.00
29472	MY PLACE RENTALS, LLC	223-7602-563.43-03		HAPRENT-5-22	540.00
29472	Summary				540.00
29473	NASH, BRYAN	223-7602-563.43-03		HAPRENT-5-22	399.00
29473	Summary				399.00
29474	NATIONAL AVE LOFTS LLC	226-7605-563.43-08		HAPRENT-5-22	376.00
29474	Summary				376.00
29475	NAWROCKI, GREGORY	226-7605-563.43-08		HAPRENT-5-22	314.00
29475	Summary				314.00
29476	NORTHERN MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-5-22	604.00
29476	Summary				604.00
29477	NYMAN, MICHAEL	223-7602-563.43-03		HAPRENT-5-22	308.00
29477	Summary				308.00
29478	O'CONNELL, KAYE	223-7602-563.43-03		HAPRENT-5-22	631.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
29478 - Summary					631.00
29479	OCTANE CAPITAL PARTNERS, LLC	226-7605-563.43-08		HAPRENT-5-22	514.00
29479 - Summary					514.00
29480	OLSZEWSKI, PATRICE	223-7602-563.43-03		HAPRENT-5-22	619.00
29480 - Summary					619.00
29481	ORTH, JOSEPH OR LONI	223-7602-563.43-03		HAPRENT-5-22	397.00
29481 - Summary					397.00
29482	OTT, DONALD	223-7602-563.43-03		HAPRENT-5-22	605.00
29482 - Summary					605.00
29483	PATTEE, RYAN	223-7602-563.43-03		HAPRENT-5-22	696.00
29483 - Summary					696.00
29484	PECSI, PAUL	223-7602-563.43-03		HAPRENT-5-22	971.00
	PECSI, PAUL	226-7605-563.43-08		HAPRENT-5-22	966.00
29484 - Summary					1,937.00
29485	PERFORMANCE ASSET MANAGEMENT	226-7605-563.43-08		HAPRENT-5-22	1,229.00
29485 - Summary					1,229.00
29486	PICKART, ,KAY	223-7602-563.43-03		HAPRENT-5-22	728.00
29486 - Summary					728.00
29487	PLENNES, TIMOTHY	223-7602-563.43-03		HAPRENT-5-22	737.00
	PLENNES, TIMOTHY	226-7605-563.43-08		HAPRENT-5-22	800.00
29487 - Summary					1,537.00
29488	PORCH LIGHT PROPERTY MGMT	223-7602-563.43-03		HAPRENT-5-22	4,087.00
	PORCH LIGHT PROPERTY MGMT	226-7605-563.43-08		HAPRENT-5-22	496.00
29488 - Summary					4,583.00
29489	REIS PROPERTY MANAGEMENT	223-7602-563.43-03		HAPRENT-5-22	1,010.00
29489 - Summary					1,010.00
29490	RITTENHOUSE, KARYN	223-7602-563.43-03		HAPRENT-5-22	501.00
29490 - Summary					501.00
29491	ROBINSON, EDWARD (TED)	223-7602-563.43-03		HAPRENT-5-22	454.00
29491 - Summary					454.00
29492	ROBINSON, TRAMAINE	223-7602-563.43-03		HAPRENT-5-22	433.00
29492 - Summary					433.00
29493	RODIEZ, TIM	226-7605-563.43-08		HAPRENT-5-22	1,127.00
29493 - Summary					1,127.00
29494	ROGLIN, MARY	226-7605-563.43-08		HAPRENT-5-22	600.00
29494 - Summary					600.00
29495	ROGICH, EARL & SHARON	223-7602-563.43-03		HAPRENT-5-22	489.00
29495 - Summary					489.00
29496	ROGOWSKI, DAVID	223-7602-563.43-03		HAPRENT-5-22	650.00
29496 - Summary					650.00
29497	ROTAB LLC	223-7602-563.43-03		HAPRENT-5-22	568.00
29497 - Summary					568.00
29498	ROZMAN, GLORIA	223-7602-563.43-03		HAPRENT-5-22	944.00
	ROZMAN, GLORIA	226-7605-563.43-08		HAPRENT-5-22	575.00
29498 - Summary					1,519.00
29499	RUPENA, MATTHEW	226-7605-563.43-08		HAPRENT-5-22	2,546.00
29499 - Summary					2,546.00
29500	S. 13TH STREET LLC	226-7605-563.43-08		HAPRENT-5-22	299.00
29500 - Summary					299.00
29501	SCHEARS, JOSHUA	223-7602-563.43-03		HAPRENT-5-22	205.00
29501 - Summary					205.00
29502	SCHELL, EVAN	226-7605-563.43-08		HAPRENT-5-22	591.00
29502 - Summary					591.00
29503	SCHMALL, PETER	223-7602-563.43-03		HAPRENT-5-22	331.00
29503 - Summary					331.00
29504	SCHMID, THERESA SCHLUETER	223-7602-563.43-03		HAPRENT-5-22	566.00
29504 - Summary					566.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
29505	SCHUELE, RONALD	223-7602-563.43-03		HAPRENT-5-22	1,098.00
29505 - Summary					1,098.00
29506	SCHULTZ, VICKI	223-7602-563.43-03		HAPRENT-5-22	1,046.00
29506 - Summary					1,046.00
29507	SMART ASSET REALTY	223-7602-563.43-03		HAPRENT-5-22	1,763.00
	SMART ASSET REALTY	226-7605-563.43-08		HAPRENT-5-22	550.00
29507 - Summary					2,313.00
29508	SORMRUDE, JULIAN	223-7602-563.43-03		HAPRENT-5-22	339.00
29508 - Summary					339.00
29509	SOUTHEAST WISCONSIN PROP MGMT	223-7602-563.43-03		HAPRENT-5-22	1,864.00
	SOUTHEAST WISCONSIN PROP MGMT	226-7605-563.43-08		HAPRENT-5-22	631.00
29509 - Summary					2,495.00
29510	STAMOS, JANA	223-7602-563.43-03		HAPRENT-5-22	704.00
29510 - Summary					704.00
29511	STEFANIAK, PETER	223-7602-563.43-03		HAPRENT-5-22	434.00
29511 - Summary					434.00
29512	STEFANOVICH, SUSAN	223-7602-563.43-03		HAPRENT-5-22	605.00
29512 - Summary					605.00
29513	STRYEWA, LLC	223-7602-563.43-03		HAPRENT-5-22	397.00
29513 - Summary					397.00
29514	SUPREME BUILDERS, INC.	223-7602-563.43-03		HAPRENT-5-22	708.00
29514 - Summary					708.00
29515	SUV PROPERTIES LLC	223-7602-563.43-03		HAPRENT-5-22	725.00
29515 - Summary					725.00
29516	S2 REAL ESTATE GROUP 2 LLC	223-7602-563.43-03		HAPRENT-5-22	478.00
29516 - Summary					478.00
29517	TADDEY, RONALD & MARCIA	223-7602-563.43-03		HAPRENT-5-22	475.00
29517 - Summary					475.00
29518	TEWLESS SEED	226-7605-563.43-08		HAPRENT-5-22	792.00
29518 - Summary					792.00
29519	THE BERKSHIRE-WEST ALLIS	223-7602-563.43-03		HAPRENT-5-22	8,866.00
	THE BERKSHIRE-WEST ALLIS	226-7605-563.43-08		HAPRENT-5-22	5,561.00
29519 - Summary					14,427.00
29520	TJH ENTERPRISES, LLC	223-7602-563.43-03		HAPRENT-5-22	968.00
29520 - Summary					968.00
29521	TOOHEY, JOHN JR	223-7602-563.43-03		HAPRENT-5-22	914.00
29521 - Summary					914.00
29522	TWG CLYDE LLC	226-7605-563.43-08		HAPRENT-5-22	571.00
29522 - Summary					571.00
29523	URBAN, JEFFERY	223-7602-563.43-03		HAPRENT-5-22	560.00
29523 - Summary					560.00
29524	VAN DORF, DAVID	223-7602-563.43-03		HAPRENT-5-22	281.00
29524 - Summary					281.00
29525	VETERANS PARK LLCLANDMARKOF WESTALL	223-7602-563.43-03		HAPRENT-5-22	2,136.00
	VETERANS PARK LLCLANDMARKOF WESTALL	226-7605-563.43-08		HAPRENT-5-22	1,235.00
29525 - Summary					3,371.00
29526	VIEYRA, MICHAEL	223-7602-563.43-03		HAPRENT-5-22	539.00
29526 - Summary					539.00
29527	VP INVESTORS LLC	223-7602-563.43-03		HAPRENT-5-22	470.00
29527 - Summary					470.00
29528	WE ENERGIES	223-7602-563.43-03		URRENT-5-22	18.00
	WE ENERGIES	223-7602-563.43-04		URRENT-5-22	856.00
	WE ENERGIES	226-7605-563.43-04		URRENT-5-22	419.00
29528 - Summary					1,293.00
29529	WEINGART, NANCY	223-7602-563.43-03		HAPRENT-5-22	789.00
29529 - Summary					789.00
29530	WELLSTON APARTMENTS	226-7605-563.43-08		HAPRENT-5-22	780.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
29530 - Summary					780.00
29531	WENKER, GARY	223-7602-563.43-03		HAPRENT-5-22	311.00
29531 - Summary					311.00
29532	WESLEY SCOTT HARMONY HOUSING,	226-7605-563.43-08		HAPRENT-5-22	1,487.00
29532 - Summary					1,487.00
29533	WEST GLEN PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	600.00
29533 - Summary					600.00
29534	WIESNER, BENJAMIN	223-7602-563.43-03		HAPRENT-5-22	705.00
29534 - Summary					705.00
29535	WIESNER, JOHN	223-7602-563.43-03		HAPRENT-5-22	445.00
29535 - Summary					445.00
29536	WILLIAM A PASSAVANT LLC	226-7605-563.43-08		HAPRENT-5-22	824.00
29536 - Summary					824.00
29537	WILLIAMSTOWN BAY-CUDAHY LLC	226-7605-563.43-08		HAPRENT-5-22	1,589.00
29537 - Summary					1,589.00
29538	WINDWARD RENTALS LLC	223-7602-563.43-03		HAPRENT-5-22	166.00
29538 - Summary					166.00
29539	WOOD PROPERTY MANAGEMENT, LLC	223-7602-563.43-03		HAPRENT-5-22	463.00
29539 - Summary					463.00
29540	WRIGHT, MEGAN	223-7602-563.43-03		HAPRENT-5-22	442.00
29540 - Summary					442.00
29541	ZAGRODNIK, ROBERT AND DOROTHY	223-7602-563.43-03		HAPRENT-5-22	630.00
29541 - Summary					630.00
29542	ZASTROW, DANIEL	223-7602-563.43-03		HAPRENT-5-22	593.00
29542 - Summary					593.00
29543	ZAWAHIR, BILLIE JO	223-7602-563.43-03		HAPRENT-5-22	510.00
29543 - Summary					510.00
29544	ZOCCOLI, MARCO	223-7602-563.43-03		HAPRENT-5-22	7,067.00
	ZOCCOLI, MARCO	226-7605-563.43-08		HAPRENT-5-22	5,514.00
29544 - Summary					12,581.00
29545	ZORIC, LUKA	223-7602-563.43-03		HAPRENT-5-22	503.00
29545 - Summary					503.00
29546	1422, LLC	223-7602-563.43-03		HAPRENT-5-22	390.00
29546 - Summary					390.00
29547	15 LLC	223-7602-563.43-03		HAPRENT-5-22	460.00
	15 LLC	226-7605-563.43-08		HAPRENT-5-22	799.00
29547 - Summary					1,259.00
29548	2401 S. 92ND ST. LLC	223-7602-563.43-03		HAPRENT-5-22	750.00
29548 - Summary					750.00
29549	2453 N. 17TH ST., LLC	223-7602-563.43-03		HAPRENT-5-22	3,048.00
29549 - Summary					3,048.00
29550	3317-19 WOLLMER LLC	223-7602-563.43-03		HAPRENT-5-22	542.00
29550 - Summary					542.00
29551	700 LOFTS MILWAUKEE, LLC	226-7605-563.43-08		HAPRENT-5-22	219.00
29551 - Summary					219.00
05/03/2022 - Summary					266,870.00

Payment Date: 05/06/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29553	FUEL SYSTEMS INC	100-0000-141.01-00		PO NUM 144797	612.66
29553 - Summary					612.66
29554	GRAINGER	100-0000-141.01-00		PO NUM 144798	216.51
29554 - Summary					216.51
29555	HUMPHREY SERVICE PARTS INC	100-0000-141.01-00		PO NUM 144800	534.52
29555 - Summary					534.52
29556	RAMBOLL ENVIRON US CORPORATION	258-3102-565.30-02		PO# 141656	4,488.00
	RAMBOLL ENVIRON US CORPORATION	314-6601-563.31-29	T14010	PO# 141656	477.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
29556	RAMBOLL ENVIRON US CORPORATION	315-6606-563.30-02	T15010	PO-BLANKET	2,896.25
	RAMBOLL ENVIRON US CORPORATION	354-6052-533.31-02	BF0015	CONSULTING SERVICES	5,535.50
	RAMBOLL ENVIRON US CORPORATION	354-6052-533.31-02	BF0015	PO# 143100	4,244.04
29556 - Summary					17,641.29
29557	ZARNOTH BRUSH WORKS	100-0000-141.01-00		PO NUM 144925	480.00
29557 - Summary					480.00
184098	Aisha McIntosh	100-0000-451.02-00		TRIP Refund	250.00
184098 - Summary					250.00
184099	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
184099 - Summary					54.77
184100	AIRGAS USA LLC	100-0000-141.01-00		PO NUM 144784	489.14
184100 - Summary					489.14
184101	AUTOMATIC ENTRANCES OF WI INC	220-7522-563.31-02	C21408	BLD MNT,INSTALLATION&REPA	2,930.00
184101 - Summary					2,930.00
184102	BADGER METER INC	501-0000-141.01-00		PO NUM 144787	1,697.68
184102 - Summary					1,697.68
184103	BAYCOM	100-0000-141.01-00		PO NUM 144924	190.00
184103 - Summary					190.00
184104	BERGLUND CONSTRUCTION COMPANY	354-6051-517.31-01	BF0024	CONSTRUCTION SERV,GENERAL	500.00
184104 - Summary					500.00
184105	CDW-G	100-1101-517.32-01		DATA PROC:COMPUTER&SOFTWA	11,600.00
184105 - Summary					11,600.00
184106	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mats and Mop	70.19
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mop/Towels/Mats 3/17	71.91
	CINTAS CORPORATION NO. 2	100-2201-522.51-07		Mop/Towels 3/17/22	67.19
	CINTAS CORPORATION NO. 2	100-3001-541.51-06		Mop and handles 3/17	5.47
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mats 3/11/22	96.00
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 3/10/22	4.58
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		4x6 mat 3/17/22	17.79
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		CRT/Mop 3/11/22	7.40
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 3/17	4.58
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mop 3/17/22	8.22
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towels 3/10/22	15.92
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towels/Mop/Mat 3/17	23.51
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		Uniforms 3/10/22	60.68
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 3/10/22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 2/24/22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 3/17/22	209.56
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 3/17/22	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 3/10/22	45.31
184106 - Summary					1,172.74
184107	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	66.00
184107 - Summary					66.00
184108	CITY OF WEST ALLIS	350-0000-229.02-00		519-0001-016	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0204-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0360-002	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0289-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0405-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0013-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0058-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0203-002	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0489-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0395-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0305-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0465-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0212-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0091-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0071-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-9003-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0390-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0210-000	0.00

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184108	CITY OF WEST ALLIS	350-0000-229.02-00		452-0400-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0386-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0554-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		487-0152-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0206-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0208-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0157-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0231-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0322-002	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0256-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		487-0186-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		445-0164-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0216-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0141-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		479-0858-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0453-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0076-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		444-9001-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		455-0019-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0478-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0367-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		517-0263-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		478-0308-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0265-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0364-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		517-0043-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0196-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0474-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0360-001	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0184-000	0.00
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0239-000	0.00
184108 - Summary					0.00
184109	CITY OF WEST ALLIS	501-0000-229.05-00		MANUAL CHECK	200.83
184109 - Summary					200.83
184110	COMMUNITY PLANNING & DEVELOPMENT	220-7521-563.30-02	C22101	PO# 143861	3,375.00
184110 - Summary					3,375.00
184111	CORE AND MAIN	100-0000-141.01-00		PO NUM 144789	119.57
	CORE AND MAIN	501-0000-141.01-00		PO NUM 144789	4,975.23
184111 - Summary					5,094.80
184112	CROWLEY CONSTRUCTION CORPORATION	220-7522-563.31-01	C21407	PO# 144011	1,252.95
184112 - Summary					1,252.95
184113	CUDAHY ROOFING & SUPPLY, INC	354-6052-533.31-01	BF0026	PO# 144710	63,050.00
184113 - Summary					63,050.00
184114	DOBBERSTEIN LAW FIRM, LLC	100-0000-202.07-00		B Takach #2010SC004072	20.89
184114 - Summary					20.89
184115	FACTORY MOTOR PARTS CO	100-0000-141.01-00		PO NUM 144794	1,192.26
184115 - Summary					1,192.26
184116	FASTENAL COMPANY	100-0000-141.01-00		PO NUM 144795	300.37
	FASTENAL COMPANY	501-0000-141.01-00		PO NUM 144795	547.52
184116 - Summary					847.89
184117	GRAYBAR	100-0000-141.01-00		PO NUM 144799	4,141.42
	GRAYBAR	220-7522-563.31-02	C20405	PO# 144730	4,583.24
184117 - Summary					8,724.66
184118	HARTERT, JOHN	501-0000-229.05-00		MANUAL CHECK	656.71
184118 - Summary					656.71
184119	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144923	661.34
	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144922	593.72
	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144921	1,140.72
184119 - Summary					2,395.78
184120	MARIA BURSETH	501-0000-229.05-00		MANUAL CHECK	393.67
184120 - Summary					393.67

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184121	NAPA AUTO PARTS- WEST ALLIS	100-0000-141.01-00		PO NUM 144816	186.97
184121 - Summary					186.97
184122	NATIONAL BUSINESS FURNITURE LLC	100-2101-521.44-01		PO# 144759	664.10
184122 - Summary					664.10
184123	NEHER ELECTRIC SUPPLY INC	100-0000-141.01-00		PO NUM 144804	386.70
	NEHER ELECTRIC SUPPLY INC	354-6051-517.31-02	M2220M	ELEC EQUIP&SUP(EXCPT CABL	31,900.50
184123 - Summary					32,287.20
184124	NEWPORT NETWORK SOLUTIONS, INC	100-1101-517.32-01		DATA PROC:COMPUTER&SOFTWA	6,100.00
184124 - Summary					6,100.00
184125	PRO ELECTRIC INC	354-6051-517.31-01	M2020M	CONSTRUCTION SERV, HEAVY	1,000.00
184125 - Summary					1,000.00
184126	R. S. PAINT & TOOLS LLC	501-0000-141.01-00		PO NUM 144807	209.76
184126 - Summary					209.76
184127	TAPCO	100-0000-141.01-00		PO NUM 144814	355.56
184127 - Summary					355.56
184128	UNITED WAY - MILWAUKEE	100-0000-202.09-00		PAYROLL SUMMARY	396.12
184128 - Summary					396.12
184129	VERIZON WIRELESS	100-0101-511.41-06		March Verizon	79.93
	VERIZON WIRELESS	100-0201-513.41-06		March Verizon	32.59
	VERIZON WIRELESS	100-0501-517.41-06		March Verizon	46.69
	VERIZON WIRELESS	100-1101-517.41-06		March Verizon	386.36
	VERIZON WIRELESS	100-1301-517.41-06		March Verizon	139.61
	VERIZON WIRELESS	100-1502-514.41-06		March Verizon	0.24
	VERIZON WIRELESS	100-2101-521.32-01		March Verizon	1,146.01
	VERIZON WIRELESS	100-2101-521.41-06		March Verizon	2,007.10
	VERIZON WIRELESS	100-2201-522.32-01		March Verizon	19.99
	VERIZON WIRELESS	100-2201-522.41-06		March Verizon	730.71
	VERIZON WIRELESS	100-2201-522.41-10		March Verizon	758.19
	VERIZON WIRELESS	100-2301-523.32-04		March Verizon	122.31
	VERIZON WIRELESS	100-2301-523.41-06		March Verizon	50.23
	VERIZON WIRELESS	100-2401-524.41-06		March Verizon	169.80
	VERIZON WIRELESS	100-3101-565.41-06		March Verizon	44.80
	VERIZON WIRELESS	100-4001-533.41-06		March Verizon	88.55
	VERIZON WIRELESS	100-4101-533.41-06		March Verizon	586.77
	VERIZON WIRELESS	100-4118-531.41-06		March Verizon	440.60
	VERIZON WIRELESS	100-4201-535.41-06		March Verizon	366.93
	VERIZON WIRELESS	100-4218-531.41-06		March Verizon	444.34
	VERIZON WIRELESS	100-4301-533.41-06		March Verizon	624.97
	VERIZON WIRELESS	100-4401-533.41-06		March Verizon	0.92
	VERIZON WIRELESS	100-4501-533.41-06		March Verizon	59.43
	VERIZON WIRELESS	100-4601-533.41-06		March Verizon	830.54
	VERIZON WIRELESS	100-5007-552.41-06		March Verizon	30.24
	VERIZON WIRELESS	202-0801-521.64-05		March Verizon	45.49
	VERIZON WIRELESS	214-0801-521.64-05		March Verizon	199.56
	VERIZON WIRELESS	222-7601-563.41-06		March Verizon	191.54
	VERIZON WIRELESS	240-7904-542.41-06	H22004	March Verizon	379.83
	VERIZON WIRELESS	240-7904-542.41-06	H22029	March Verizon	87.90
	VERIZON WIRELESS	240-7913-542.41-06	H22014	March Verizon	308.71
	VERIZON WIRELESS	240-7913-542.41-06	H22020	March Verizon	319.72
	VERIZON WIRELESS	240-7915-542.41-06	H19102	March Verizon	81.54
	VERIZON WIRELESS	260-8201-517.41-06		March Verizon	191.45
	VERIZON WIRELESS	260-8202-517.41-06		March Verizon	30.42
	VERIZON WIRELESS	266-8350-522.51-11		March Verizon	162.16
	VERIZON WIRELESS	501-2901-537.41-06		March Verizon	559.92
	VERIZON WIRELESS	510-3801-536.41-06		March Verizon	162.18
	VERIZON WIRELESS	540-1801-538.41-06		March Verizon	222.18
	VERIZON WIRELESS	550-4233-535.41-06		March Verizon	163.08
184129 - Summary					12,313.53
184130	VERMEER-WISCONSIN INC	100-0000-141.01-00		PO NUM 144920	63.18
184130 - Summary					63.18
184131	VISU-SEWER INC	510-3803-536.75-01	P2139N	CONSTRUCTION SERV, HEAVY	491.62
184131 - Summary					491.62

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184132	WAPPA-PAC	100-0000-202.15-00		PAYROLL SUMMARY	31.00
184132 - Summary					31.00
184133	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	2,769.16
184133 - Summary					2,769.16
184134	ACKER MILLWORK CO, INC	220-7522-563.31-02	C21408	BLD CONSTRUCTION SERV,NEW	5,900.50
184134 - Summary					5,900.50
184135	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
184135 - Summary					54.77
184136	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	66.00
184136 - Summary					66.00
184137	FIRE COMPANY FUND	100-0000-202.16-00		PAYROLL SUMMARY	693.00
184137 - Summary					693.00
184138	LOCAL 342	100-0000-202.08-00		PAYROLL SUMMARY	7,635.08
184138 - Summary					7,635.08
184139	LOCAL 342 - CONDUIT FUND	100-0000-202.08-00		PAYROLL SUMMARY	445.00
184139 - Summary					445.00
184140	WAPPA-PAC	100-0000-202.15-00		PAYROLL SUMMARY	31.00
184140 - Summary					31.00
184141	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	2,769.16
184141 - Summary					2,769.16
05/06/2022 - Summary					200,103.46

Payment Date: 05/09/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29558	ADAMCZYK, DANIEL	100-2402-524.56-02		Bldg Insp Institute-DA	111.95
29558 - Summary					111.95
29559	ALBRECHT, SCOTT	255-8101-521.51-09	I21534	Tableclothes/signs	514.23
29559 - Summary					514.23
29560	BAILEY, KENT	255-8101-521.56-03	I21534	Travel 01/22-03/22	466.24
29560 - Summary					466.24
29561	BELDIN, CHRISTOPHER	215-0801-521.64-05		canine training	145.38
29561 - Summary					145.38
29562	CARLETON, NICHOLAS	100-5212-517.30-04		DPW Safety Shoe Reimb.	149.99
29562 - Summary					149.99
29563	CHILDS, CRAIG D. PHD SC	100-2001-523.59-01		new officers	3,800.00
	CHILDS, CRAIG D. PHD SC	100-2101-521.60-04		detective debrief	1,000.00
29563 - Summary					4,800.00
29564	CIVICPLUS	100-1301-517.30-04		HR Annual Fee	752.46
	CIVICPLUS	100-8808-517.32-01		Develop Dept. Annual Fee	752.46
	CIVICPLUS	240-7913-542.31-02	H22014	Health Annual Fee	827.40
	CIVICPLUS	260-8202-517.32-01		Main Account	12,095.52
29564 - Summary					14,427.84
29565	COREY OIL LTD	100-2201-522.53-01		55 G DRUM/DIESEL FLUID	221.15
	COREY OIL LTD	100-2201-522.53-01		COOLANT FOR RIGS	417.50
	COREY OIL LTD	100-4501-533.44-08		DEF	589.45
29565 - Summary					1,228.10
29566	DC ELLINGTON COMPANY	100-2201-522.54-02		(1) OCCUPANCY LOAD SIGN	40.00
29566 - Summary					40.00
29567	FOLEY, BRANDON	100-2201-522.56-02		FDIC CONF/FOLEY	529.49
29567 - Summary					529.49
29568	GIBILIAN, ANTONIO	100-5210-517.25-01		Georgia Smoke Diver Cert.	600.00
29568 - Summary					600.00
29569	GRAINGER	100-4218-531.44-08		(2) cans/ orange paint	22.30
	GRAINGER	100-4501-533.51-09		Safety Lifting Slings	59.44
	GRAINGER	100-4501-533.51-09		sling lifting straps	381.72
29569 - Summary					463.46
29570	GRILL, REBECCA	100-1001-513.56-02		RG Travel Reimbursement	120.51

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29570 - Summary					120.51
29571	HETZER, ANDREA	100-4001-533.56-02		AW Academy travel reimbur	105.00
29571 - Summary					105.00
29572	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		STEER WHEEL SEAL	39.09
	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		(1) RADIATOR CAP	37.12
29572 - Summary					76.21
29573	INDUSTRIAL MARKETING	100-4218-531.44-08		Hose pipe/ oring	35.64
	INDUSTRIAL MARKETING	100-4301-533.44-08		Oil Seal, O-ring	72.61
	INDUSTRIAL MARKETING	100-4301-533.44-08		Rebuild	1,930.47
29573 - Summary					2,038.72
29574	KEIFER, GREG	100-4118-531.58-01		master electrician lic	204.00
29574 - Summary					204.00
29575	KEMKE, DAVID	100-5212-517.30-04		DPW Safety Shoe Reimb.	0.00
29575 - Summary					0.00
29576	KERWIN, SHELLY	100-2402-524.56-02		Bldg Insp Institute-SK	125.99
29576 - Summary					125.99
29577	LASKY, SCOTT	255-8101-521.30-04	I20549	IT meeting reg fee	150.00
	LASKY, SCOTT	255-8101-521.56-03	I20549	IT meeting airfare	815.20
29577 - Summary					965.20
29578	MANTHE, JARED	100-2107-521.56-02		WAI conference	544.52
29578 - Summary					544.52
29579	MITCHELL, PATRICK	100-2107-521.56-02		Meeting exp	45.00
29579 - Summary					45.00
29580	MOLLESON, DON	100-4118-531.58-01		comm elec inspector cert	40.00
29580 - Summary					40.00
29581	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I21534	Mat rental	50.24
29581 - Summary					50.24
29582	SANFILIPPO, JAMES	255-8101-521.51-09	I20549	Headphones (8)	450.22
	SANFILIPPO, JAMES	255-8101-521.51-09	I20549	Headphones (4)	218.36
29582 - Summary					668.58
29583	SCHWARTZ, DAN	100-4601-533.14-10		April Mileage	49.14
29583 - Summary					49.14
29584	SHERWIN INDUSTRIES INC	100-4218-531.44-08		Electrode extender	31.12
	SHERWIN INDUSTRIES INC	100-4218-531.44-08		S41993, Electrode	30.35
29584 - Summary					61.47
29585	SKROBACK, AARON	100-4201-535.58-01		tanker and pro-rated cdl	77.02
29585 - Summary					77.02
29586	STEALTH PARTNER GROUP, LLC	602-9101-517.21-60		May Stop Loss fee	79,839.92
29586 - Summary					79,839.92
29587	WE ENERGIES	100-2110-521.41-04		Vets Substation Elec	316.42
	WE ENERGIES	100-2110-521.41-04		April Electric	5,554.38
	WE ENERGIES	100-2110-521.41-05		April Gas	3,365.19
	WE ENERGIES	100-2110-521.41-05		Vets Substation Gas	240.98
	WE ENERGIES	100-2201-522.41-04		Fire 3 Elec	867.24
	WE ENERGIES	100-2201-522.41-04		Fire 1 Elec	1,505.29
	WE ENERGIES	100-2201-522.41-05		Fire #1 Gas	821.56
	WE ENERGIES	100-2201-522.41-05		Fire 3 Gas	595.28
	WE ENERGIES	100-2201-522.41-05		Fire 1 Gas	557.04
	WE ENERGIES	100-3001-541.41-04		Health Elec	979.52
	WE ENERGIES	100-3001-541.41-05		Health Gas	455.14
	WE ENERGIES	100-3401-544.41-04		Sr Center	616.33
	WE ENERGIES	100-3401-544.41-05		Health Gas	593.71
	WE ENERGIES	100-3507-555.41-04		Library Elec	68.91
	WE ENERGIES	100-3507-555.41-04		Library Electric	2,628.11
	WE ENERGIES	100-3507-555.41-05		Library Gas	2,305.69
	WE ENERGIES	100-4101-533.41-04		1718 S 84	112.15
	WE ENERGIES	100-4101-533.41-04		1000 S 72 Elec	38.83
	WE ENERGIES	100-4101-533.41-04		7525 W. Greenfield Ave.	3,451.69
	WE ENERGIES	100-4101-533.41-04		Reservoir Park Lighting	43.02
	WE ENERGIES	100-4101-533.41-04		Liberty Heighths	609.17

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29587	WE ENERGIES	100-4101-533.41-04		Historical Lighting	37.44
	WE ENERGIES	100-4101-533.41-04		Seneca Station Elec	19.76
	WE ENERGIES	100-4101-533.41-04		Historical Elec	82.70
	WE ENERGIES	100-4101-533.41-04		Reservoir Elec	54.59
	WE ENERGIES	100-4101-533.41-04		Park Elec	28.43
	WE ENERGIES	100-4101-533.41-05		Liberty Heights	83.87
	WE ENERGIES	100-4101-533.41-05		1000 S 72 Gas	57.39
	WE ENERGIES	100-4101-533.41-05		City Hall Gas	2,310.33
	WE ENERGIES	100-4101-533.41-05		Historical Gas	557.05
	WE ENERGIES	100-4118-531.41-04		6133 W Mitchell Elec	189.82
	WE ENERGIES	100-4118-531.41-04		6991 W Orchard	30.46
	WE ENERGIES	100-4118-531.41-04		5822 W Lapham St	136.09
	WE ENERGIES	100-4118-531.41-04		76th and Natl	127.89
	WE ENERGIES	100-4118-531.41-04		1426 S 74	15.17
	WE ENERGIES	100-4118-531.41-04		LED Lighting	3,782.97
	WE ENERGIES	100-4118-531.41-04		St Light Cabinet	87.35
	WE ENERGIES	100-4118-531.41-04		1422 S 73 Elec	46.35
	WE ENERGIES	100-4118-531.41-04		Lighting cabinet Mineral	154.86
	WE ENERGIES	100-5007-552.41-04		Market Elec	151.17
	WE ENERGIES	314-6601-563.31-60	T14010	6771 W Natl Elec	23.95
	WE ENERGIES	501-2601-537.41-04		801 S 77 Elec	29.45
	WE ENERGIES	501-2601-537.41-04		1725 S 96 Elec	68.47
	WE ENERGIES	501-2601-537.41-04		5536 W Natl Elec	40.14
	WE ENERGIES	501-2601-537.41-05		Pumping Station Gas	85.32
	WE ENERGIES	501-2601-537.41-05		1725 S 96 Gas	313.47
29587 - Summary					34,240.14
29588	WEISNIGHT, MICHAEL	100-2402-524.56-02		Bldg Insp Institute-MW	121.31
29588 - Summary					121.31
184142	Accent Properties	100-0000-229.04-00		1645 S 80 ST	100.00
184142 - Summary					100.00
184143	ADVANCED WELDING SUPPLY COMPANY	100-2201-522.51-08		WELDING WIRE	119.50
184143 - Summary					119.50
184144	AECOM TECHNICAL SERVICES INC	350-6008-531.31-02	P2136S	Parking Lot D&I	5,052.93
	AECOM TECHNICAL SERVICES INC	350-6008-531.31-02	P2137S	Parking Lot D&I	5,052.63
	AECOM TECHNICAL SERVICES INC	540-1807-538.30-02		IDDE Work	11,667.48
184144 - Summary					21,773.04
184145	AECOM TECHNICAL SERVICES INC	540-1807-538.30-02	DNR020	AECOM SWMP	3,412.44
184145 - Summary					3,412.44
184146	AIR ONE EQUIPMENT INC	100-2201-522.44-03		INTAKE VALVE REBUILD	492.05
	AIR ONE EQUIPMENT INC	100-2201-522.44-03		INTAKE REBUILD	132.35
184146 - Summary					624.40
184147	AIRGAS USA LLC	100-4101-533.53-02		Cylinder rental 4/22	35.07
	AIRGAS USA LLC	100-4501-533.44-08		Cylinder Rental 4/22	1,034.77
	AIRGAS USA LLC	501-2601-537.53-22		Cylinder Rental 4/22	35.08
184147 - Summary					1,104.92
184148	AT & T LONG DISTANCE	255-8101-521.30-04	I21538	PEN 2280	770.00
184148 - Summary					770.00
184149	AT&T	100-1101-517.41-06		AT&T Senior Center	95.40
184149 - Summary					95.40
184150	AT&T	255-8101-521.30-04	I20549	Long distance	46.38
184150 - Summary					46.38
184151	AURORA HEALTH CARE	100-2101-521.30-04		Blood draw	825.00
184151 - Summary					825.00
184152	BADGER LAUNDRY MACHINERY INC	100-2201-522.44-02		LABOR/EXTRACTOR REPAIR	117.00
184152 - Summary					117.00
184153	BADGER OIL EQUIP CO INC	100-4401-533.30-04		pump 4-output board	683.85
184153 - Summary					683.85
184154	BATTERIES PLUS BULBS	100-2101-521.51-02		battery	5.73
184154 - Summary					5.73
184155	BAXTER & WOODMAN	501-2901-537.30-02		OCCT STUDY, PRS, WTR AGE	4,348.75

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184155 - Summary					4,348.75
184156	BELL OPTICAL	100-4001-533.60-02		Diebitz Safety Glasses	99.00
	BELL OPTICAL	100-4001-533.60-02		Arena Safety Glasses	67.00
184156 - Summary					166.00
184157	BOARDMAN & CLARK, LLP	501-0000-229.17-05		Reduce the deposit	136.00
	BOARDMAN & CLARK, LLP	501-0000-229.17-06		Reduce the deposit	1,743.00
	BOARDMAN & CLARK, LLP	501-0000-449.09-00		Recognize the revenue	(1,879.00)
	BOARDMAN & CLARK, LLP	501-2706-537.30-02		ATT Monopole escrow acct	1,743.00
	BOARDMAN & CLARK, LLP	501-2706-537.30-02		Verizon escrow 116	136.00
184157 - Summary					1,879.00
184158	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	59.90
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		(24) HALO SEALS	357.84
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	4.05
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	2,312.13
184158 - Summary					2,733.92
184159	BUTTERS-FETTING CO INC	100-4101-533.44-08		Liberty heights boiler	4,757.21
	BUTTERS-FETTING CO INC	100-4101-533.44-08		Fire1 repair tube heaters	194.52
184159 - Summary					4,951.73
184160	Calderon Services LLC	100-0000-229.04-00		11943 W Holt Ave	100.00
184160 - Summary					100.00
184161	Cornerstone Roofing Inc.	100-0000-229.04-00		5839 W Madison St	100.00
184161 - Summary					100.00
184162	CAMBRE, CAREN	255-8101-521.30-04	I21548	Trainer fee	5,000.00
184162 - Summary					5,000.00
184163	CARLSON DETTMANN CONSULTING	100-1301-517.30-02		Forestry/Facility Reclass	550.00
184163 - Summary					550.00
184164	CASPER'S TRUCK EQUIPMENT	100-4218-531.44-08		Tailgate spring (2)	36.00
184164 - Summary					36.00
184165	CDW-G	255-8101-521.51-09	I20549	IT supplies	36.45
	CDW-G	255-8101-521.51-09	I20549	Monitor	202.64
184165 - Summary					239.09
184166	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #77614227	24.79
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #77603025	95.18
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #77620279	207.93
	CENGAGE LEARNING INC	100-3502-555.52-36		eBooks and Hosting Fee	250.00
184166 - Summary					577.90
184167	CHARTER COMMUNICATIONS	255-8101-521.30-04	I20549	Internet	169.71
184167 - Summary					169.71
184168	CHARTER COMMUNICATIONS HOLDINGS,LLC	100-2101-521.30-04		Charter	50.00
184168 - Summary					50.00
184169	CHESTNUT RIDGE NURSERY INC	100-4301-533.53-02		2022S street trees	1,278.00
	CHESTNUT RIDGE NURSERY INC	100-4301-533.53-02		2022 spring trees CDBG	1,870.00
	CHESTNUT RIDGE NURSERY INC	220-7522-563.53-16	C22401	2022 spring trees	4,539.00
	CHESTNUT RIDGE NURSERY INC	220-7522-563.53-16	C22401	2022S street trees CDBG	2,444.00
	CHESTNUT RIDGE NURSERY INC	350-6008-531.31-02	P2223S	2022 spring trees CIP	169.00
	CHESTNUT RIDGE NURSERY INC	350-6008-531.31-02	P2224S	2022 spring trees CIP	128.00
184169 - Summary					10,428.00
184170	CHUE YEE YANG AND MAI KEE	350-6008-531.31-07	P1946S	easement parcel 43 Beloit	400.00
184170 - Summary					400.00
184171	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mops and Mats 4/21/22	70.19
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mops/Mats 3/24	70.19
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Shop towels and mats 4/14	71.91
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mats and uniforms 3/31	59.99
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mats and Uniforms 4/7	70.19
	CINTAS CORPORATION NO. 2	100-2201-522.51-07		Shop Towels/mop 4/14	67.19
	CINTAS CORPORATION NO. 2	100-3004-541.51-06		Mops 4/14/22	5.47
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mats 3/25/22	96.00
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		CRT and Mop 3/25	7.40
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 4/21/22	4.58
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 3/31	4.58

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184171	CINTAS CORPORATION NO. 2	100-4101-533.51-09		City Hall 4/14	8.22
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mat Housing 4/14	17.79
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mats City Hall 4/22/22	96.00
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		CRT and Mop City Hall	7.40
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 4/14	4.58
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mats 4/8/22	96.00
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		CRT and mop 4/8	7.40
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 4/7/22	4.56
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 3/24	4.58
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towels and mats	23.51
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Shop towels 4/21/22	15.92
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Shop Towels 3/24	15.92
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towel/mat 4/14	23.51
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Shop Towels 4/7	15.92
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		Uniforms 4/14	65.51
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		uniforms 3/24	57.94
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		Uniforms 3/31/22	57.94
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		Uniforms 4/21/22	65.51
	CINTAS CORPORATION NO. 2	100-4201-535.51-09		Uniforms 4/7	57.94
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 3/24/22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 4/21/22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 4/7	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 3/31	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 4/14/22	259.63
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 4/14	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 4/7/22	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 4/21/22	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 3/24/22	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 3/31	45.31
184171 - Summary					2,498.26
184172	CITY OF WEST ALLIS	350-0000-229.02-00		517-0263-000	6,009.67
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0256-000	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		519-0001-016	827.50
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0216-000	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		455-0019-000	3,506.52
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0465-000	10.50
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0386-000	29.83
	CITY OF WEST ALLIS	350-0000-229.02-00		487-0186-000	2,488.80
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0367-000	2,363.98
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0364-000	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0091-000	109.85
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0203-002	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0196-000	4,161.50
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0395-000	4,913.24
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0212-000	246.74
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0141-000	75.26
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0478-000	136.04
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0013-000	109.85
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0239-000	6.30
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0360-002	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0204-000	2,334.83
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0305-000	25.77
	CITY OF WEST ALLIS	350-0000-229.02-00		487-0152-000	2,488.80
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0210-000	4,247.52
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0453-000	10.50
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0390-001	6,325.42
	CITY OF WEST ALLIS	350-0000-229.02-00		474-0058-000	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0076-000	348.14
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0231-000	126.75
	CITY OF WEST ALLIS	350-0000-229.02-00		439-0206-001	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		517-0043-000	5,286.12
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0405-000	6.30
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0184-000	253.50
	CITY OF WEST ALLIS	350-0000-229.02-00		439-9003-000	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0474-000	309.43

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184172	CITY OF WEST ALLIS	350-0000-229.02-00		444-9001-000	505.11
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0489-000	5,219.78
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0400-000	3,530.88
	CITY OF WEST ALLIS	350-0000-229.02-00		479-0858-000	1,600.00
	CITY OF WEST ALLIS	350-0000-229.02-00		452-0360-001	1,866.30
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0265-000	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0322-002	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		445-0164-001	2,074.00
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0554-001	121.03
	CITY OF WEST ALLIS	350-0000-229.02-00		491-0157-000	64.22
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0208-000	760.50
	CITY OF WEST ALLIS	350-0000-229.02-00		475-0289-000	84.50
	CITY OF WEST ALLIS	350-0000-229.02-00		490-0071-000	10.50
	CITY OF WEST ALLIS	350-0000-229.02-00		478-0308-001	1,600.00
184172 - Summary					73,949.48
184173	CITY SCREEN PRINT & EMBROIDERY	100-2201-522.60-01		EMBROIDERY CHARGES	365.00
184173 - Summary					365.00
184174	CLIFTONLARSONALLEN LLP	100-8812-517.30-01		2020 audit-final invoice	9,450.00
184174 - Summary					9,450.00
184175	COLLABORATIVE SUMMER LIBRARY PROGRA	100-3506-555.51-09		INVOICE #21773	347.37
184175 - Summary					347.37
184176	COMMUNITY PLANNING & DEVELOPMENT	220-7521-563.30-02	C22101	Tech Assistance	1,080.00
184176 - Summary					1,080.00
184177	CON-COR COMPANY INC	501-2901-537.44-03		Flange	14.39
184177 - Summary					14.39
184178	CONDITIONED AIR DESIGN, INC	100-4101-533.44-08		PD no heat repairs	5,165.27
184178 - Summary					5,165.27
184179	CORE AND MAIN	501-2707-537.44-56		MUD PLUGS DEB GUARD VPLUG	135.00
	CORE AND MAIN	501-2708-537.44-57		3/4 VB-222 VAC BREAKER NL	915.00
	CORE AND MAIN	540-1801-538.53-02		ferncos	1,122.05
184179 - Summary					2,172.05
184180	CRANE 1 SERVICES, INC	501-2706-537.44-54		INSPECT CRANE & HOIST	500.00
184180 - Summary					500.00
184181	Dan Folkman	100-0000-229.04-00		1359 S 85 St	100.00
184181 - Summary					100.00
184182	Dan Folkman	100-0000-229.04-00		1355 S 85 St	100.00
184182 - Summary					100.00
184183	Dujuan Cherry	100-0000-422.01-08		Occupancy Refund	225.00
184183 - Summary					225.00
184184	DASH MEDICAL GLOVES INC	100-2201-522.53-41		(5) CASES EXAM GLOVES	1,426.95
184184 - Summary					1,426.95
184185	DIVERSIFIED BENEFIT SERVICES, INC	100-5219-517.21-15		HRA admin fee	100.00
184185 - Summary					100.00
184186	DOBBERSTEIN LAW FIRM, LLC	100-0000-202.07-00		Brian Takach 2010SC004072	20.89
184186 - Summary					20.89
184187	DON'S AUTO BODY	100-2110-521.44-03		parts	8,070.78
	DON'S AUTO BODY	100-2110-521.44-03		squad repair	1,774.66
184187 - Summary					9,845.44
184188	DOYNE, SHAUN	255-8101-521.56-03	I21538	DHE Conference	1,371.58
184188 - Summary					1,371.58
184189	E H WACHS	501-2707-537.44-56		Operating Nut, Standard	1,132.12
	E H WACHS	501-2707-537.44-56		OPERATING NUT, STANDARD-7	92.14
184189 - Summary					1,224.26
184190	EAST ALLIS NEIGHBORHOOD ASSOCIATION	100-2302-563.37-02		Focus Grant - EANA	1,500.00
184190 - Summary					1,500.00
184191	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded & diesel fuel	30,850.79
184191 - Summary					30,850.79
184192	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		misc hardware garage	42.00
	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		supplies	57.49

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184192	ELLIOTT'S ACE HARDWARE	100-2201-522.44-02		HOSE TESTER REPAIR	26.21
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-09		POWER STRIP/ST 63	24.29
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-09		STATION 62	28.66
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		CHALK LINE REEL 50	5.93
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		(2) DRUM FANS/TRAINING	399.98
	ELLIOTT'S ACE HARDWARE	217-0901-522.64-05	FR0005	PADLOCK/CPAT EQUIPMENT	8.63
184192 - Summary					593.19
184193	EPIKOS	350-6008-531.31-07	P1927S	Easement Natl Ave	1,000.00
184193 - Summary					1,000.00
184194	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire 2-ele-cat 1/pressure	675.00
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		Fire#1-ele-cat1-annual	675.00
	EXPRESS ELEVATOR LLC	100-4101-533.32-04		City Hall-elev cat1-annua	675.00
184194 - Summary					2,025.00
184195	FEDEX	255-8101-521.30-04	I21534	Shipping	19.77
184195 - Summary					19.77
184196	FERGUSON ENTERPRISES #1550	100-2201-522.44-02		HOSE MAINTENANCE/REPAIR	161.50
	FERGUSON ENTERPRISES #1550	100-2201-522.44-02		FF HOSE REPAIR	134.16
184196 - Summary					295.66
184197	FIRST MIDWEST BANK	100-2101-521.30-04		record copies	19.60
184197 - Summary					19.60
184198	FRANKLIN AGGREGATES INC	501-2707-537.44-56		3/8 CHIPS	372.20
	FRANKLIN AGGREGATES INC	501-2708-537.44-57		3/8 CHIPS	372.21
184198 - Summary					744.41
184199	GENERAL COMMUNICATIONS	100-2101-521.70-02		parts	1,581.00
184199 - Summary					1,581.00
184200	GOODYEAR COMMERCIAL TIRE & SERVICE	100-2201-522.44-03		TIRE REPAIR/#4211	48.00
184200 - Summary					48.00
184201	GRAYSHIFT, LLC	255-8101-521.30-04	I20549	Graykey licenses 358 days	63,990.00
184201 - Summary					63,990.00
184202	HDR INC- HEAVY DUTY RADIATOR	100-2201-522.44-03		TRANS COOLER REPAIR	188.95
184202 - Summary					188.95
184203	HOTSY	100-4101-533.44-08		dpw pressure washer parts	1,174.81
184203 - Summary					1,174.81
184204	HYDRAULIC COMPONENT SERVICES	100-4201-535.44-08		Hydraulic Cylinder Repair	1,971.46
	HYDRAULIC COMPONENT SERVICES	100-4218-531.44-08		Cylinder 89897	1,103.73
184204 - Summary					3,075.19
184205	Infinity Exteriors LLC	100-0000-229.04-00		8000 W Oklahoma Ave	100.00
184205 - Summary					100.00
184206	Infinity Exteriors LLC	100-0000-229.04-00		1131 S 98 St	100.00
184206 - Summary					100.00
184207	Integrative Psyche	100-0000-422.01-08		Occupancy permit refund	600.00
184207 - Summary					600.00
184208	INTERSTATE ROOF SYSTEMS CONSULTANTS	100-4001-533.30-04		IRSC Inspection	1,062.50
184208 - Summary					1,062.50
184209	J & E Heating and Cooling LLC	100-0000-422.01-01		HVAC permit refund	55.00
184209 - Summary					55.00
184210	James Turner	100-0000-442.01-04		Board of Appeals Refund	175.00
184210 - Summary					175.00
184211	Jennifer Pacheco	100-0000-229.04-00		823 S 92 St	100.00
184211 - Summary					100.00
184212	JAIMES, ESMERALDA NAVA	350-6008-531.31-07	P1946S	easement parcel 45 Beloit	400.00
184212 - Summary					400.00
184213	JX PETERBILT -WAUKESHA	100-0000-141.01-00		PO NUM 144801	34.15
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		C65-6026-000010440	201.99
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Credit for Return	(1,839.94)
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		P49-6010	33.99
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Gasket & clamps	152.34
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Engine Parts	277.44
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Bellows	321.40

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Check#	Vendor	GL Account	Proj No	Description	Amount
184213	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Snaploc socket	5.09
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Core Credit	(104.40)
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Misc.emission parts	3,448.29
	JX PETERBILT -WAUKESHA	100-4501-533.44-08		Not Ordered, Returned	91.99
	JX PETERBILT -WAUKESHA	100-4501-533.44-08		Credit for Inv. 2358298P	(91.99)
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		EGR cooler kit w/ core ch	678.70
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Air transfer tube	109.73
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Hose	16.93
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Core Credit	(67.50)
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Emissions parts	147.55
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Misc. engine parts	251.27
	JX PETERBILT -WAUKESHA	540-1801-538.44-08		Air intake connector	305.18
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		Pressure Switch	155.99
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		5549-53715-36	190.99
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		Credit for Return	(543.76)
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		Inside door release cbl.	490.99
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		Inside relse. handle	0.00
184213 - Summary					4,266.42
184214	KRAWCZYK, DUGINSKI & ROHR, SC	305-6606-563.31-20		6414-22 W Greenfield	168.00
184214 - Summary					168.00
184215	LAKESIDE INTERNATIONAL TRUCKS INC	100-4218-531.44-08		Fan Clutch Assemble	2,367.04
	LAKESIDE INTERNATIONAL TRUCKS INC	100-4218-531.44-08		Battery box cover	263.64
184215 - Summary					2,630.68
184216	LANGE ENTERPRISES	100-2101-521.44-08		SIGN PLATE POSTS MATERIAL	1,545.37
	LANGE ENTERPRISES	100-4101-533.53-02		RESTOCK, SHIP FEES	54.35
	LANGE ENTERPRISES	100-4101-533.53-02		SIGN MATERIALS SIGN POSTS	2,962.58
184216 - Summary					4,562.30
184217	LEAVES INSPIRED TREE NURSERY LLC	100-4301-533.53-02		2022 Spring Trees	174.00
	LEAVES INSPIRED TREE NURSERY LLC	220-7522-563.53-16	C22401	2022 Spring Trees	217.00
184217 - Summary					391.00
184218	LEXISNEXIS RISK SOLUTIONS	255-8101-521.30-04	I20549	Lumen Annual Subscr.	13,470.00
184218 - Summary					13,470.00
184219	LEXISNEXIS RISK SOLUTIONS	100-2101-521.30-04		April record checks	1,629.75
184219 - Summary					1,629.75
184220	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	1,163.42
	LIFE-ASSIST, INC	100-2201-522.53-41		MISC MEDICAL SUPPLIES	1,581.81
	LIFE-ASSIST, INC	100-2201-522.53-41		(24) PRESSURE BANDAGES	107.76
	LIFE-ASSIST, INC	100-2201-522.53-41		(1) BX ALBUTEROL	26.35
	LIFE-ASSIST, INC	100-2201-522.53-41		(1) BX SYRINGES	135.90
184220 - Summary					3,015.24
184221	Michael Rankin	100-0000-229.04-00		2235 S 56 St	100.00
184221 - Summary					100.00
184222	MACQUEEN EQUIPMENT	100-2201-522.44-02		FF EQUIPMENT REPAIR	151.49
	MACQUEEN EQUIPMENT	540-1801-538.44-08		Retainer loop	607.46
	MACQUEEN EQUIPMENT	540-1801-538.44-08		Fuel rail sensor	615.68
184222 - Summary					1,374.63
184223	MCFLS	100-3501-555.30-04		ECommerce	132.53
	MCFLS	100-3501-555.51-01		Postage	172.78
	MCFLS	100-3505-555.32-01		Circulation	18.44
184223 - Summary					323.75
184224	MCKAY NURSERY CO	220-7522-563.53-16	C22401	2022 Spring Trees CDBG	998.00
184224 - Summary					998.00
184225	MIDLAND PAPER	260-8202-517.51-02		Paper	706.12
184225 - Summary					706.12
184226	MIDWEST TAPE	100-3502-555.52-22		INVOICE #501985622	44.99
	MIDWEST TAPE	100-3502-555.52-22		INVOICE #501955560	109.97
184226 - Summary					154.96
184227	MILWAUKEE CNTY REG OF DEEDS	397-0000-129.00-00		Czaplewski Mortgage	30.00
184227 - Summary					30.00
184228	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		Bail	3,500.00
	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		bail	2,150.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
184228	Summary				5,650.00
184229	MILWAUKEE METRO SEWER DISTRICT	540-1807-538.31-06	RAIN	Rain Barrels MMSD	4,500.00
184229	Summary				4,500.00
184230	MILWAUKEEJOBS.COM	100-1301-517.54-02		Featured Tags for posting	95.00
184230	Summary				95.00
184231	MONROE TRUCK EQUIPMENT INC	501-2901-537.44-03		Turnbuckle assem.	49.25
184231	Summary				49.25
184232	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		(1) RADIATOR CAP	8.57
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		QUALITY HTR HOSE	4.55
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		COOLING SYSTEM FILTER	89.54
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		(2) FRONT BEAM WIPER	31.10
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.51-08		SURFACE PREP PAD/SHOP	12.72
	NAPA AUTO PARTS- WEST ALLIS	100-2401-524.44-03		Battery Core	(10.00)
	NAPA AUTO PARTS- WEST ALLIS	100-4118-531.44-08		Preventative Maintenance	54.30
	NAPA AUTO PARTS- WEST ALLIS	100-4118-531.44-08		(8) spark plugs - HT15	79.92
	NAPA AUTO PARTS- WEST ALLIS	100-4118-531.44-08		Brake Repair	405.97
	NAPA AUTO PARTS- WEST ALLIS	100-4218-531.44-08		Bulkhead fitting (2)	14.64
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		FT-7974	81.57
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		Spark Plug	4.71
	NAPA AUTO PARTS- WEST ALLIS	100-4501-533.44-08		Misc. heat shrink tube	9.90
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Alternator	174.06
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Core Return	(39.38)
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Credit	(210.70)
184232	Summary				711.47
184233	NAVIANT INC	100-3501-555.70-01		ScanPro and Installation	2,895.00
184233	Summary				2,895.00
184234	NEHER ELECTRIC SUPPLY INC	354-6051-517.31-02	M2220M	CREEXSPSMDHT2ME8L4	179.00
184234	Summary				179.00
184235	OSI ENVIRONMENTAL INC	550-4233-535.41-09		antifreeze disposal	361.25
184235	Summary				361.25
184236	PACER SERVICE CENTER	100-0303-516.52-01		2702654 (1.1.22-3.31.22)	68.40
184236	Summary				68.40
184237	PARTNER2LEARN, LLC	100-8813-517.30-04		301 Strategic Planning	2,518.39
184237	Summary				2,518.39
184238	PAUL CONWAY SHIELDS	100-2201-522.53-27		(2) LEATHER RADIO HOLDERS	64.40
	PAUL CONWAY SHIELDS	100-2201-522.53-27		55 GAL SIM SMOKE	975.00
	PAUL CONWAY SHIELDS	100-2201-522.60-01		CLOTHING/ACCESSORIES	1,141.28
	PAUL CONWAY SHIELDS	100-2201-522.60-01		FF BOOTS/BATTS	506.73
184238	Summary				2,687.41
184239	PITZER, JACOB A.	350-6008-531.31-07	P1946S	Easement Beloit Rd	400.00
184239	Summary				400.00
184240	PORT-A-JOHN INC	100-4101-533.32-04		Skate Pk-PAJ to 5/14/22	96.00
	PORT-A-JOHN INC	100-4201-535.30-04		POJ Transfer Station	96.00
184240	Summary				192.00
184241	PRINT TECH LLC	260-8202-517.44-02		Press Parts	147.18
184241	Summary				147.18
184242	R A SMITH NATIONAL INC	350-6008-531.30-02	P2039S	Signal retiming 92nd St	1,154.34
184242	Summary				1,154.34
184243	RELIANCE STANDARD LIFE INSURANCE CO	100-5217-517.21-11		LTD May premiums	3,508.12
184243	Summary				3,508.12
184244	RELIANT FIRE APPARATUS INC	100-2201-522.44-03		DOOR SENSOR	206.52
184244	Summary				206.52
184245	RHYME BUSINESS PRODUCTS LLC	100-1101-517.30-13		Rhyme - April	5,113.31
184245	Summary				5,113.31
184246	RITTER TECHNOLOGY LLC	100-2201-522.44-03		TRANS HOSE LINE	270.95
	RITTER TECHNOLOGY LLC	100-2201-522.51-08		SHOP HOSE FITTING	17.70
	RITTER TECHNOLOGY LLC	100-4218-531.44-08		code 61/62 plugs	137.29
	RITTER TECHNOLOGY LLC	100-4501-533.44-08		Fuel Hose for LPG	48.37
184246	Summary				474.31

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184247	RNOW INC	540-1801-538.44-08		SP7300-01343	54.02
	RNOW INC	540-1801-538.44-08		3000-01092	(823.34)
	RNOW INC	540-1801-538.44-08		7310-01933, 7310-01934	(61.94)
	RNOW INC	540-1801-538.44-08		Cyclone sep. outlet	3,866.33
	RNOW INC	540-1801-538.44-08		8x72 Kanaflex hose	343.02
184247 - Summary					3,378.09
184248	SCHICHEL NURSERY INC	100-4301-533.53-02		Spring 2022 Trees	140.00
	SCHICHEL NURSERY INC	100-4301-533.53-02		2022 Spring Trees	2,383.00
	SCHICHEL NURSERY INC	220-7522-563.53-16	C22401	Spring 2022 Trees CDBG	2,191.00
	SCHICHEL NURSERY INC	220-7522-563.53-16	C22401	2022 Spring Trees CDBG	8,097.00
	SCHICHEL NURSERY INC	350-6008-531.31-02	P2129S	2022S Trees CIP 90th	288.00
	SCHICHEL NURSERY INC	350-6008-531.31-02	P2220S	2022S Trees CIP 77th	2,245.00
	SCHICHEL NURSERY INC	350-6008-531.31-02	P2222S	2022S Trees CIP Scott	288.00
184248 - Summary					15,632.00
184249	SOUTH CENTRAL PLANNING &	100-1101-517.32-01		MGO April - last!	2,500.00
184249 - Summary					2,500.00
184250	SOUTHEASTERN WISCONSIN WATERSHEDS	540-1801-538.30-04		Respect Waters Program	20,746.00
184250 - Summary					20,746.00
184251	SPECTRUM	100-1101-517.41-06		Spectrum - April	14.83
184251 - Summary					14.83
184252	STREICHER'S INC	100-2201-522.60-01		CLOTHING/DUFEK	0.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/UNIFORMS	0.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/JOB SHIRTS	0.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/STIGLITZ	0.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/GENERAL	0.00
184252 - Summary					0.00
184253	STRYKER MEDICAL	100-2201-522.44-02		POWER LOAD REPAIR/LABOR	72.50
184253 - Summary					72.50
184254	SUPERION, LLC	100-1101-517.32-01		NaviLine Inv-01 Jun 2022	12,611.00
	SUPERION, LLC	100-1101-517.32-01		Access Fee 6/22-6/23	1,348.20
184254 - Summary					13,959.20
184255	SYMBOLARTS LLC	100-2107-521.51-09		Badges	190.00
184255 - Summary					190.00
184256	T-MOBILE USA	255-8101-521.30-04	I21538	GPS 0990	60.00
184256 - Summary					60.00
184257	T-MOBILE USA, INC.	255-8101-521.30-04	I21538	GPS 0990	660.00
184257 - Summary					660.00
184258	TAPCO	100-2101-521.32-01		mtce/supp park tickets	375.00
	TAPCO	100-4601-533.30-02		Revert signal timings 92	120.00
184258 - Summary					495.00
184259	TELEFLEX FUNDING LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	1,115.50
	TELEFLEX FUNDING LLC	100-2201-522.53-41		(1) BX EZ-10 NEEDLES	555.17
184259 - Summary					1,670.67
184260	TFORCE FREIGHT, INC	100-2201-522.44-03		REPAIR/#4403	616.70
184260 - Summary					616.70
184261	THE EXPEDITORS INC	510-3803-536.30-04		Emergency San TV Work	2,000.00
184261 - Summary					2,000.00
184262	TRI CITY NATIONAL BANK	100-0000-229.16-00		Loan Repayments	485.76
184262 - Summary					485.76
184263	TSI INC	100-2201-522.44-02		RP-8038 REPAIR/CLEAN	1,594.59
184263 - Summary					1,594.59
184264	U S POSTMASTER - MILW	100-5002-517.51-01		Proofreading Newsletter	0.00
184264 - Summary					0.00
184265	US CELLULAR	255-8101-521.30-04	I21538	PEN setup-monitor	1,800.00
184265 - Summary					1,800.00
184266	US POSTMASTER	260-8202-517.51-02		Annual BRM Permit	265.00
184266 - Summary					265.00
184267	VERIZON WIRELESS-VSAT	255-8101-521.30-04	I21538	PEN 9828	200.00
184267 - Summary					200.00

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184268	VIRTUAL ACADEMY	214-0801-521.64-05		Training	5,625.00
184268 - Summary					5,625.00
184269	West Allis Rotary	202-0000-465.01-00		refund	250.00
184269 - Summary					250.00
184270	WAUKESHA COUNTY SHERIFF'S DEPT	100-0000-229.11-10		bail	360.00
184270 - Summary					360.00
184271	WAUSAU EQUIPMENT COMPANY INC	100-4218-531.44-08		Plow Compression Spring	208.85
184271 - Summary					208.85
184272	WEDIGE RADIATOR & AC, INC	100-4201-535.44-08		dpf cleaning	644.49
	WEDIGE RADIATOR & AC, INC	540-1801-538.44-08		2833 egr cleaning	211.50
184272 - Summary					855.99
184273	WI DEPT OF JUSTICE	255-8101-521.30-04	I20549	TIME-BadgerNet	2,040.00
184273 - Summary					2,040.00
184274	WI DEPT OF JUSTICE - DCI	255-8101-521.56-03	I21548	Training hotel	96.00
184274 - Summary					96.00
184275	WILDE TOYOTA	214-0801-521.64-05		part	119.81
184275 - Summary					119.81
184276	WILL ALVERIO MASONRY	397-0000-129.00-00		Gramza Garage Repairs	8,700.00
184276 - Summary					8,700.00
184277	WORLDWIDE INTERPRETERS, INC.	100-2101-521.30-04		translator	16.24
	WORLDWIDE INTERPRETERS, INC.	100-3003-541.30-04		CHS	84.68
184277 - Summary					100.92
184278	ZIGNEGO COMPANY INC	501-2707-537.44-56		base course 1.25	727.63
	ZIGNEGO COMPANY INC	501-2707-537.53-10		base course 1.25	347.03
	ZIGNEGO COMPANY INC	501-2708-537.44-57		base course 1.25	727.63
	ZIGNEGO COMPANY INC	540-1801-538.53-02		1.25 base course	248.26
	ZIGNEGO COMPANY INC	540-1801-538.53-02		9 bag	2,480.10
	ZIGNEGO COMPANY INC	540-1801-538.53-02		WI 660 #1	295.63
184278 - Summary					4,826.28
184279	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	405.90
	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MISC MEDICAL SUPPLIES	984.00
	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	1,188.00
184279 - Summary					2,577.90
184280	6325 MITHLI LLC	397-6307-563.31-67		CDA Res 1420	33,500.00
184280 - Summary					33,500.00
184281	CITY OF WEST ALLIS	220-7526-565.31-02	C21511	BINS Permit 16245	60.00
184281 - Summary					60.00
184282	MILWAUKEE CNTY REG OF DEEDS	100-2301-523.30-04		CSM REVIEW - LOT SPLIT	75.00
184282 - Summary					75.00
05/09/2022 - Summary					614,380.11

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29590	US BANK - PCARD	100-0000-201.03-00		COMPASS MINERALS AMER	27,490.78
	US BANK - PCARD	100-0000-229.07-00		TARGET 00021998	23.88
	US BANK - PCARD	100-0000-441.08-00		DOJ EPAY RECORDS CHECK	371.00
	US BANK - PCARD	100-0301-516.51-02		OFFICE DEPOT #1090	4.08
	US BANK - PCARD	100-0301-516.51-02		OFFICEMAX/DEPOT 6869	24.44
	US BANK - PCARD	100-0301-516.51-02		AMZN MKTP US*162125UU2	91.11
	US BANK - PCARD	100-0501-517.30-04		PAYPAL *WAAO WAAO	52.00
	US BANK - PCARD	100-0501-517.52-01		PWC REAL E* PWC REAL E	545.00
	US BANK - PCARD	100-0501-517.52-02		REALTOR ASSOCIATION/MLS	64.00
	US BANK - PCARD	100-1001-513.51-09		AMZN MKTP US*1064Y6G12 AM	169.98
	US BANK - PCARD	100-1001-513.57-02		WISCMUNCLERKS	15.00
	US BANK - PCARD	100-1101-517.32-01		DROBOX*BX4K18T6KC1S	140.00
	US BANK - PCARD	100-1101-517.44-08		CDW GOVT #V059078	255.00
	US BANK - PCARD	100-1101-517.51-11		AMZN MKTP US*164VY8D41	191.76
	US BANK - PCARD	100-1101-517.57-01		GIPAW	50.00
	US BANK - PCARD	100-1301-517.51-09		RODIEZS RUNNING STORE	600.00
	US BANK - PCARD	100-1301-517.51-09		ALLIS BIKE & FITNESS	300.00

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29590	US BANK - PCARD	100-1301-517.54-02		FACEBK *E7PEPDPQY2	3.64
	US BANK - PCARD	100-1301-517.54-02		FACEBK *MCB33EBRY2	125.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK *7VLW7DB9Z2	30.87
	US BANK - PCARD	100-1301-517.54-02		FACEBK *3JECVDBRY2	75.00
	US BANK - PCARD	100-1301-517.54-02		FACEBK *ZZRF6ETQY2	50.00
	US BANK - PCARD	100-1301-517.57-01		AMERICAN SOCIETY OF SA	200.00
	US BANK - PCARD	100-1401-515.51-02		OFFICEMAX/DEPOT 6869	48.38
	US BANK - PCARD	100-1501-517.54-02		BRIDGETOWER ADS	600.34
	US BANK - PCARD	100-1502-514.51-09		A RIFKIN CO	338.96
	US BANK - PCARD	100-2001-523.56-03		SQ *WEST ALLIS CHEESE & S	66.75
	US BANK - PCARD	100-2101-521.30-04		INTOXIMETERS INC	140.00
	US BANK - PCARD	100-2101-521.30-04		AMZN MKTP US*163LG92V0	20.99
	US BANK - PCARD	100-2101-521.30-04		SHRED-IT USA LLC	103.91
	US BANK - PCARD	100-2101-521.32-01		CRADLEPOINT	720.00
	US BANK - PCARD	100-2101-521.32-01		TDS METROCOM	334.01
	US BANK - PCARD	100-2101-521.44-01		IMMEDIA SYS	78.03
	US BANK - PCARD	100-2101-521.44-01		AMAZON.COM*1614M4500	48.30
	US BANK - PCARD	100-2101-521.44-01		AMZN MKTP US*161NX96T0	49.63
	US BANK - PCARD	100-2101-521.51-02		OFFICEMAX/DEPOT 6869	95.65
	US BANK - PCARD	100-2101-521.51-09		AMZN MKTP US*1A6068QC2	14.95
	US BANK - PCARD	100-2101-521.51-09		STREICHER'S MILW	156.97
	US BANK - PCARD	100-2101-521.51-09		REDIQUICK DRY CLEANERS	27.12
	US BANK - PCARD	100-2101-521.56-02		AUTOGRAPH HOTELS	106.00
	US BANK - PCARD	100-2101-521.56-02		CITY OF GREEN BAY	8.25
	US BANK - PCARD	100-2101-521.70-01		GRAINGER	324.71
	US BANK - PCARD	100-2102-521.60-01		STREICHER'S MO	8,843.84
	US BANK - PCARD	100-2107-521.51-05		ACTION TARGETS	236.36
	US BANK - PCARD	100-2107-521.56-02		HILTON APPLETON FB	59.13
	US BANK - PCARD	100-2107-521.56-02		HILTON APPLETON	360.00
	US BANK - PCARD	100-2107-521.56-02		CITY OF APPLETON PARKI	10.00
	US BANK - PCARD	100-2107-521.57-02		FBI LEEDA INC	695.00
	US BANK - PCARD	100-2107-521.57-02		PAYPAL *WISCONSINTR	235.00
	US BANK - PCARD	100-2107-521.57-02		PAYPAL *WISCONSINAS	550.00
	US BANK - PCARD	100-2107-521.57-02		SAFARILAND TRAINING GR	1,790.00
	US BANK - PCARD	100-2110-521.51-06		OFFICEMAX/DEPOT 6869	145.47
	US BANK - PCARD	100-2110-521.51-06		NASSCO INC.	722.26
	US BANK - PCARD	100-2110-521.51-06		GRAINGER	380.06
	US BANK - PCARD	100-2114-521.51-03		EVIDENT INC	60.00
	US BANK - PCARD	100-2201-522.44-03		FASTENAL COMPANY 01WIMI3	25.32
	US BANK - PCARD	100-2201-522.44-05		SHERWIN WILLIAMS 703713	68.64
	US BANK - PCARD	100-2201-522.44-05		MENARDS WEST ALLIS WI	144.19
	US BANK - PCARD	100-2201-522.51-01		THE UPS STORE 6257	41.73
	US BANK - PCARD	100-2201-522.51-02		OFFICEMAX/DEPOT 6175	83.48
	US BANK - PCARD	100-2201-522.51-04		SQ *AGGIE'S BAKERY & CAKE	14.77
	US BANK - PCARD	100-2201-522.51-04		GREBE S BAKERY	39.60
	US BANK - PCARD	100-2201-522.51-04		NASSCO INC.	123.04
	US BANK - PCARD	100-2201-522.51-06		AMZN MKTP US*1H9FF4632	59.94
	US BANK - PCARD	100-2201-522.51-06		NASSCO INC.	700.50
	US BANK - PCARD	100-2201-522.51-07		NASSCO INC.	24.04
	US BANK - PCARD	100-2201-522.51-08		AMZN MKTP US*1A4KZ7RW2	47.98
	US BANK - PCARD	100-2201-522.51-09		AMZN MKTP US*1A1FC22T2	69.99
	US BANK - PCARD	100-2201-522.52-03		EVERNOTE CORP	69.99
	US BANK - PCARD	100-2201-522.52-03		MILWAUKEE JOURNAL	14.99
	US BANK - PCARD	100-2201-522.53-27		AMZN MKTP US*1Q7604XK1	159.50
	US BANK - PCARD	100-2201-522.53-27		IN *MICHIGAN RESCUE CONCE	185.96
	US BANK - PCARD	100-2201-522.53-27		ALLS HANDS FIRE EQUIPMENT	881.99
	US BANK - PCARD	100-2201-522.53-27		AMZN MKTP US*1H9FF4632	51.34
	US BANK - PCARD	100-2201-522.53-27		MAGNUM ELECTRONICS INC	1,138.50
	US BANK - PCARD	100-2201-522.53-41		911 NETWORK	442.73
	US BANK - PCARD	100-2201-522.54-02		IN *HENSCHELHAUS PUBLISHI	1,067.50
	US BANK - PCARD	100-2201-522.56-02		LYFT 1 RIDE 04-12	11.97
	US BANK - PCARD	100-2201-522.56-02		NEXTCAR RENTALS	115.71
	US BANK - PCARD	100-2201-522.57-01		WIIAAI CHAPTER 25	25.00
	US BANK - PCARD	100-2201-522.57-02		WIIAAI CHAPTER 25	600.00
	US BANK - PCARD	100-2201-522.57-02		FIRESTATS, LLC.	(600.00)

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Check#	Vendor	GL Account	Proj No	Description	Amount
29590	US BANK - PCARD	100-2201-522.70-01		AMZN MKTP US*1O4A00CG2	29.49
	US BANK - PCARD	100-2402-524.51-09		DOA E PAY DOC SALES	137.05
	US BANK - PCARD	100-2501-515.51-02		OFFICEMAX/DEPOT 6869	44.00
	US BANK - PCARD	100-3001-541.51-02		TARGET.COM *	(16.88)
	US BANK - PCARD	100-3001-541.51-02		AMZN MKTP US*1607F3XM2	27.42
	US BANK - PCARD	100-3001-541.51-02		AMZN MKTP US*1H5XX09L1	116.04
	US BANK - PCARD	100-3001-541.51-02		AMAZON.COM*1A7NF4T10 AMZN	32.24
	US BANK - PCARD	100-3001-541.51-02		AMZN MKTP US*1H3LX5U82	65.98
	US BANK - PCARD	100-3001-541.51-02		AMZN MKTP US*1H2OE0RZ0	23.98
	US BANK - PCARD	100-3001-541.51-02		DOLLARTREE	14.51
	US BANK - PCARD	100-3001-541.51-04		FESTIVAL FOODS WEST	49.99
	US BANK - PCARD	100-3001-541.51-04		COUSINS SUBS #1137	153.03
	US BANK - PCARD	100-3001-541.51-06		AMAZON.COM*1A1WS35R1 AMZN	297.36
	US BANK - PCARD	100-3001-541.51-06		OFFICEMAX/DEPOT 6869	29.88
	US BANK - PCARD	100-3001-541.54-02		FACEBK *938BHD3F72	15.00
	US BANK - PCARD	100-3001-541.57-02		WIHEALTHYAGING.ORG	0.00
	US BANK - PCARD	100-3003-541.53-41		AMZN MKTP US*166U14902	139.00
	US BANK - PCARD	100-3003-541.53-41		AMZN MKTP US*1H1H223J0	14.99
	US BANK - PCARD	100-3003-541.53-41		AMZN MKTP US*160076782 AM	89.85
	US BANK - PCARD	100-3003-541.57-02		PLANNED PAR* EVENT REG	200.00
	US BANK - PCARD	100-3101-565.30-04		BLN*MONDAY.COM	461.49
	US BANK - PCARD	100-3501-555.51-01		USPS PO 5687650214	13.65
	US BANK - PCARD	100-3501-555.51-02		OFFICEMAX/DEPOT 6869	226.24
	US BANK - PCARD	100-3501-555.70-01		IN *AUNT FLOW, LLC	480.00
	US BANK - PCARD	100-3502-555.52-21		BAKER & TAYLOR - BOOKS	930.66
	US BANK - PCARD	100-3502-555.52-23		BAKER & TAYLOR - BOOKS	307.35
	US BANK - PCARD	100-3502-555.52-28		AMAZON.COM*1H0A52EJ2 AMZN	16.99
	US BANK - PCARD	100-3502-555.52-28		AMAZON.COM*1A6988Y92 AMZN	24.99
	US BANK - PCARD	100-3502-555.52-28		BAKER & TAYLOR - BOOKS	5,899.01
	US BANK - PCARD	100-3502-555.52-30		BAKER & TAYLOR - BOOKS	65.50
	US BANK - PCARD	100-3502-555.52-31		WISCONSINACADEMY	30.00
	US BANK - PCARD	100-3502-555.52-31		MWO* MIDWEST OUTDOORS	14.95
	US BANK - PCARD	100-3502-555.52-31		GAMESTOP	14.99
	US BANK - PCARD	100-3502-555.52-33		THOMSON WEST*TCD	821.00
	US BANK - PCARD	100-3502-555.52-36		EBSCO	2,782.00
	US BANK - PCARD	100-3502-555.52-36		CAMPAIGNMONITOR	24.65
	US BANK - PCARD	100-3502-555.52-38		BAKER & TAYLOR - BOOKS	1,943.86
	US BANK - PCARD	100-3502-555.52-48		BAKER & TAYLOR - BOOKS	2,112.78
	US BANK - PCARD	100-3502-555.52-51		CATHOLIC HERALD	28.00
	US BANK - PCARD	100-3502-555.52-57		BAKER & TAYLOR - BOOKS	179.51
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*1O40C3NG1	82.81
	US BANK - PCARD	100-3506-555.51-09		PICK N SAVE #847	4.99
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*1A3A923U1	6.89
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*168PJ8E60	52.96
	US BANK - PCARD	100-3506-555.51-09		BAKER & TAYLOR - BOOKS	10.08
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*1H4ST9Q00	50.98
	US BANK - PCARD	100-3506-555.51-09		SHIRTCHAMP.COM	55.79
	US BANK - PCARD	100-3506-555.51-09		OTC BRANDS INC	39.98
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*168DS2SQ1	5.38
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*1O9Z22CP1	71.66
	US BANK - PCARD	100-3506-555.51-09		AMZN MKTP US*168394Q90	27.88
	US BANK - PCARD	100-3507-555.51-06		NASSCO INC.	125.43
	US BANK - PCARD	100-3507-555.51-06		SAN-A-CARE	330.66
	US BANK - PCARD	100-3507-555.51-06		AMZN MKTP US*1607N3X22	23.10
	US BANK - PCARD	100-4001-533.51-02		AMAZON.COM*1O4Z393Q1	39.99
	US BANK - PCARD	100-4001-533.51-02		AMZN MKTP US	(14.99)
	US BANK - PCARD	100-4001-533.56-02		UBER TRIP	171.92
	US BANK - PCARD	100-4001-533.56-02		SPIRIT AIRL 4870301099265	53.00
	US BANK - PCARD	100-4001-533.56-02		LOEWS HOTELS	1,034.99
	US BANK - PCARD	100-4001-533.56-02		UBER* TRIP	10.00
	US BANK - PCARD	100-4101-533.44-08		MENARDS WEST ALLIS WI	47.92
	US BANK - PCARD	100-4101-533.44-08		FERGUSON ENT #1020	140.78
	US BANK - PCARD	100-4101-533.44-08		MARK'S PLUMBING PARTS	786.91
	US BANK - PCARD	100-4101-533.44-08		JIM MURRAY INC	527.10
	US BANK - PCARD	100-4101-533.44-08		HAJOCA ABLE DIST 353	602.72

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Check#	Vendor	GL Account	Proj No	Description	Amount
29590	US BANK - PCARD	100-4101-533.53-02		SHERWIN WILLIAMS 703713	110.87
	US BANK - PCARD	100-4101-533.53-02		JOE WILDE COMPANY, LLC	84.34
	US BANK - PCARD	100-4101-533.53-02		ELLIOTT ACE HDWE	6.29
	US BANK - PCARD	100-4118-531.44-08		WHITLOWS SECURITY SPECIAL	9.50
	US BANK - PCARD	100-4118-531.53-02		SUPERBREAKERS	119.85
	US BANK - PCARD	100-4201-535.60-02		AMAZON PRIME*167LO7CH0	13.04
	US BANK - PCARD	100-4201-535.60-02		AMAZON PRIME	(13.04)
	US BANK - PCARD	100-4218-531.44-08		AMZN MKTP US*1H63V9X80	149.98
	US BANK - PCARD	100-4218-531.44-08		AMZN MKTP US*166984S32	168.96
	US BANK - PCARD	100-4301-533.44-08		AMZN MKTP US*165MY4HX2	39.99
	US BANK - PCARD	100-4301-533.44-08		DEKANE EQUIPMENT CORP	72.24
	US BANK - PCARD	100-4301-533.51-09		ASSOCIATED BAG COMPANY	479.36
	US BANK - PCARD	100-4301-533.51-09		FLEET FARM ECOM 4000	419.99
	US BANK - PCARD	100-4301-533.51-09		AMZN MKTP US*168QM1CN0	237.78
	US BANK - PCARD	100-4301-533.51-09		AMAZON.COM*1A23C5LP2 AMZN	57.41
	US BANK - PCARD	100-4301-533.51-09		ELLIOTT ACE HDWE	17.98
	US BANK - PCARD	100-4301-533.51-09		AMZN MKTP US*162AT3160	426.51
	US BANK - PCARD	100-4301-533.51-09		BLAIN'S FARM & FLEET	118.96
	US BANK - PCARD	100-4301-533.51-09		BESTSERVICESTORESLLC	431.48
	US BANK - PCARD	100-4501-533.44-08		AMZN MKTP US*1H2LY3BO1	59.95
	US BANK - PCARD	100-4501-533.51-09		SNAPONTOOLS	5,000.00
	US BANK - PCARD	100-4501-533.52-01		AUTOAUTH SERVICE	50.00
	US BANK - PCARD	100-4601-533.56-02		AMERICAN AIR0012419582905	388.69
	US BANK - PCARD	100-4601-533.57-02		APWA - PWX REGISTRATION	829.00
	US BANK - PCARD	100-5002-517.51-09		4IMPRINT, INC	253.14
	US BANK - PCARD	100-5002-517.51-09		WISCONSIN STATE FAIR	772.00
	US BANK - PCARD	100-5212-517.30-04	WA2201	AURORA PATIENT PAYMENT	15.00
	US BANK - PCARD	100-5212-517.30-04	WA3001	CONCENTRA INC	286.00
	US BANK - PCARD	100-5212-517.30-04	WA4101	AURORA PATIENT PAYMENT	226.00
	US BANK - PCARD	100-5212-517.30-04	WA4201	CONCENTRA INC	1,080.00
	US BANK - PCARD	100-5212-517.30-04	WA4201	AURORA PATIENT PAYMENT	256.00
	US BANK - PCARD	100-5212-517.30-04	WA4301	CONCENTRA INC	360.00
	US BANK - PCARD	100-5212-517.30-04	WA4301	AURORA PATIENT PAYMENT	44.00
	US BANK - PCARD	100-8807-517.64-50	CAAD	INTUIT *QUICKBOOKS ONLINE	540.00
	US BANK - PCARD	100-8807-517.64-50	CIF	INTUIT *QUICKBOOKS ONLINE	540.00
	US BANK - PCARD	100-8810-517.51-04		SQ *AGGIE'S BAKERY & CAKE	28.49
	US BANK - PCARD	100-8810-517.51-04		COUSINS SUBS #1137	337.09
	US BANK - PCARD	100-8813-517.30-04		ZOOM.US 888-799-9666	199.90
	US BANK - PCARD	100-8813-517.30-04		AMZN MKTP US	(28.22)
	US BANK - PCARD	204-0701-555.64-05		BESTBUYDIRECT241912933	139.54
	US BANK - PCARD	206-0601-544.64-05		SPECTRUM	24.42
	US BANK - PCARD	206-0601-544.64-05		AMZN MKTP US*1H81G8QQ2	494.55
	US BANK - PCARD	206-0601-544.64-05		SENDIK'S NEW BERLIN	66.37
	US BANK - PCARD	207-0615-544.51-09		STAINED GLASS STUDIO	200.34
	US BANK - PCARD	207-0616-544.51-09		AMAZON.COM*1A9EM2RH2	122.53
	US BANK - PCARD	207-0620-544.51-09		HOBBY-LOBBY #858	14.75
	US BANK - PCARD	207-0620-544.51-09		DOLLAR TREE	10.55
	US BANK - PCARD	208-0701-555.64-05		BAKER & TAYLOR - BOOKS	20.38
	US BANK - PCARD	215-0801-521.64-05		WISCONSIN LAW ENFORCEME	600.00
	US BANK - PCARD	215-0801-521.64-05		HAMPTON INN APPLETON	834.00
	US BANK - PCARD	215-0801-521.64-05		A TO Z PRINTING	78.50
	US BANK - PCARD	220-7522-563.31-02	C21408	BLOCK IRON & SUPPLY CO,	35.00
	US BANK - PCARD	220-7522-563.31-02	C21410	PAYMENTUS CORP	23.60
	US BANK - PCARD	220-7522-563.31-02	C21410	BRIDGETOWER ADS	409.53
	US BANK - PCARD	220-7522-563.31-02	C21410	WE ENERGIES	1,238.00
	US BANK - PCARD	220-7522-563.51-09	C22218	ZOOM.US 888-799-9666	14.99
	US BANK - PCARD	220-7522-563.51-09	C22218	AMZN MKTP US*1H4HR3401	97.90
	US BANK - PCARD	222-7601-563.30-04		DOJ EPAY RECORDS CHECK	84.00
	US BANK - PCARD	222-7601-563.51-02		OFFICE DEPOT #1090	9.56
	US BANK - PCARD	222-7601-563.56-02		HOLIDAY INN ROTHSCCHILD	540.00
	US BANK - PCARD	222-7601-563.57-02		NAN MCKAY & ASSOC INC	850.00
	US BANK - PCARD	240-7904-542.51-01	H22004	USPS.COM POSTAL STORE	234.00
	US BANK - PCARD	240-7904-542.51-01	H22047	USPS.COM CLICKNSHIP	77.90
	US BANK - PCARD	240-7911-542.31-02	H22012	SIGNUPGENIUS	29.99
	US BANK - PCARD	240-7940-542.51-09	H22035	EVENFLO COMPANY INC	785.66

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29590	US BANK - PCARD	255-8101-521.30-04	I21534	STAMPS.COM	17.99
	US BANK - PCARD	255-8101-521.51-09	I21556	OFFICEMAX/DEPOT 6869	135.71
	US BANK - PCARD	258-3102-565.51-02		THE HOME DEPOT #4902	61.70
	US BANK - PCARD	258-3102-565.56-01		WILD ROOTS	57.52
	US BANK - PCARD	260-8201-517.30-04		BUNNY STUDIO BUNNY STU	642.00
	US BANK - PCARD	260-8201-517.32-01		SPROUT SOCIAL, INC	323.00
	US BANK - PCARD	260-8201-517.54-03		FACEBK *7VLW7DB9Z2	65.86
	US BANK - PCARD	260-8201-517.54-04		AMZN MKTP US*1O57Q7CE0	25.98
	US BANK - PCARD	260-8201-517.54-04		4IMPRINT, INC	1,897.87
	US BANK - PCARD	260-8202-517.32-01		STK*SHUTTERSTOCK	209.95
	US BANK - PCARD	260-8202-517.32-01		ADOBE ACROPRO SUBS	222.55
	US BANK - PCARD	260-8202-517.32-01		MAILCHIMP	97.99
	US BANK - PCARD	260-8202-517.32-01		RISEVISION	31.50
	US BANK - PCARD	260-8202-517.32-01		LUMEN5.COM	79.00
	US BANK - PCARD	260-8202-517.32-04		PB LEASING	645.30
	US BANK - PCARD	260-8202-517.51-02		AMZN MKTP US*1O3BY5DF1	43.52
	US BANK - PCARD	260-8202-517.51-02		WESTERN STATES ENVELOPE	2,144.10
	US BANK - PCARD	260-8202-517.51-02		AMAZON.COM*1A56A09V0 AMZN	34.64
	US BANK - PCARD	260-8202-517.51-02		MACRO ENTERPRISES CORPORA	434.72
	US BANK - PCARD	260-8202-517.51-09		GAN*NEWSPAPERSUBSCRIPT	7.99
	US BANK - PCARD	350-6008-531.31-02		BRIDGETOWER ADS	168.17
	US BANK - PCARD	350-6008-531.31-02	P2220S	DNR WS2 WT3 EPAY SERV FEE	3.50
	US BANK - PCARD	350-6008-531.31-02	P2220S	DNR WS2 WT3 EPAY SALE	140.00
	US BANK - PCARD	350-6008-531.31-02	P2220S	BRIDGETOWER ADS	341.57
	US BANK - PCARD	350-6008-531.31-02	P2224S	DNR WS2 WT3 EPAY SERV FEE	3.50
	US BANK - PCARD	350-6008-531.31-02	P2224S	DNR WS2 WT3 EPAY SALE	140.00
	US BANK - PCARD	350-6008-531.31-02	P2225S	BRIDGETOWER ADS	66.22
	US BANK - PCARD	397-6307-563.31-67		OFFICEMAX/DEPOT 6869	26.99
	US BANK - PCARD	501-2706-537.44-54		VAG USA LLC	2,527.98
	US BANK - PCARD	501-2706-537.44-54		FERGUSON ENT #1020	25.24
	US BANK - PCARD	501-2706-537.44-54		ELLIOTT ACE HDWE	6.46
	US BANK - PCARD	501-2706-537.44-54		HAJOCA ABLE DIST 353	110.98
	US BANK - PCARD	501-2706-537.44-54		GRAINGER	80.49
	US BANK - PCARD	501-2708-537.44-57		ELLIOTT ACE HDWE	17.24
	US BANK - PCARD	501-2709-537.53-50		HAJOCA ABLE DIST 353	91.13
	US BANK - PCARD	501-2709-537.53-50		FERGUSON ENT #1020	95.76
	US BANK - PCARD	501-2802-537.32-01		CHECKAPPOINTMENTS COM	39.95
	US BANK - PCARD	501-2901-537.29-01		AURORA PATIENT PAYMENT	88.00
	US BANK - PCARD	501-2901-537.44-03		FOX TAIL LIGHTS	22.90
	US BANK - PCARD	501-2901-537.51-02		OFFICEMAX/DEPOT 6869	33.12
	US BANK - PCARD	501-2901-537.51-08		THE HOME DEPOT #4902	24.58
	US BANK - PCARD	501-2901-537.53-18		HAJOCA ABLE DIST 353	203.30
	US BANK - PCARD	501-2901-537.53-50		UPS*1Z622TFD4320023411	15.15
	US BANK - PCARD	501-2901-537.53-50		UPS*29VH99MF4CQ	12.00
	US BANK - PCARD	502-2901-537.31-02	DNR005	BRIDGETOWER ADS	298.00
	US BANK - PCARD	540-1801-538.41-09		WASTE MGMT WM EZPAY	2,587.58
	US BANK - PCARD	540-1801-538.44-08		IN *COLE-MANN CREATIONS L	200.00
	US BANK - PCARD	540-1801-538.53-02		THE HOME DEPOT 4902	311.88
	US BANK - PCARD	550-4233-535.41-09		WASTE MGMT WM EZPAY	72,622.92
29590 - Summary					184,688.58
184283	BORING BOB'S TOURS	100-0000-229.01-00		Overpaid Tax 25824	1.31
184283 - Summary					1.31
184284	CITY OF WEST ALLIS	100-0000-229.01-00		Overpaid Tax 4400318000	0.30
184284 - Summary					0.30
184285	DANIEL KABARA	100-0000-229.01-00		Overpaid Tax 4390297000	1,086.00
184285 - Summary					1,086.00
184286	EDWARD GROHALL	100-0000-229.01-00		Overpaid Tax 4869922006	783.49
184286 - Summary					783.49
184287	JAMIE LEE AYUDAN	100-0000-229.01-00		Overpaid Tax 445-0054-000	720.46
184287 - Summary					720.46
184288	JOSE TORRES	100-0000-229.01-00		Overpaid Tax 4460165000	1,029.67
184288 - Summary					1,029.67
184289	JOSE TORRES	100-0000-229.01-00		Overpaid Tax 4540148000	1,055.28

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Check#	Vendor	GL Account	Proj No	Description	Amount
184289 - Summary					1,055.28
184290	WISCONSIN TITLE CLOSING SERVICE INC	100-0000-229.01-00		Overpaid Tax 4400400000	103.78
184290 - Summary					103.78
05/10/2022 - Summary					189,468.87

Payment Date: 05/17/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29590	BECHER APARTMENTS, INC	223-7602-563.43-03		HAPRENT-5-22	1,373.00
29590 - Summary					1,373.00
29591	BURNHAM HILL APTS	226-7605-563.43-08		HAPRENT-5-22	875.00
29591 - Summary					875.00
29592	COTTRELL, JEFF	223-7602-563.43-03		HAPRENT-5-22	468.00
29592 - Summary					468.00
29593	JTS PROPERTIES, LLC	223-7602-563.43-03		HAPRENT-5-22	865.00
29593 - Summary					865.00
29594	KNITTING FACTORY HARMONY HOUSING LL	226-7605-563.43-08		HAPRENT-5-22	436.00
29594 - Summary					436.00
29595	METROPOLITAN ASSOCIATES	223-7602-563.43-03		HAPRENT-5-22	563.00
	METROPOLITAN ASSOCIATES	226-7605-563.43-08		HAPRENT-5-22	1,232.00
29595 - Summary					1,795.00
29596	RICH FIELD PROPERTY	223-7602-563.43-03		HAPRENT-5-22	32.00
29596 - Summary					32.00
29597	RUPENA, MATTHEW	226-7605-563.43-08		HAPRENT-5-22	700.00
29597 - Summary					700.00
29598	WE ENERGIES	226-7605-563.43-04		URRENT-5-22	106.00
29598 - Summary					106.00
29599	ZOCCOLI, MARCO	226-7605-563.43-08		HAPRENT-5-22	352.00
29599 - Summary					352.00
29600	PETERS, ROBERT & NANCY	226-7605-563.43-08		HAPRENT-5-22	0.00
29600 - Summary					0.00
05/17/2022 - Summary					7,002.00

Payment Date: 05/19/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
184291	CUMMINS NPOWER LLC	550-4233-535.70-03		ADJUSTMENT	0.00
	CUMMINS NPOWER LLC	550-4233-535.70-03		clear credits from EAL	0.00
184291	Summary				0.00
184292	FLAMING RIVER INDUSTRIES-PC	100-0000-141.01-00		VEHICLE ACCESSORIES	0.00
	FLAMING RIVER INDUSTRIES-PC	100-0000-141.01-00		clear credits from EAL	0.00
184292	Summary				0.00
184293	HOME DEPOT - PCARD	100-4401-533.64-01		P- CARD	0.00
	HOME DEPOT - PCARD	100-4401-533.64-01		P-CARD	0.00
	HOME DEPOT - PCARD	100-4401-533.64-01		clear credits from EAL	0.00
184293	Summary				0.00
184294	MEGA LLC	212-0801-521.64-05		clear credits from EAL	0.00
	MEGA LLC	212-0801-521.64-05		FOODS:STAPLE GROCERY/MISC	0.00
184294	Summary				0.00
184295	SHERWIN WILLIAMS AUTOMOTIVE	100-0000-141.01-00		Fix EAL	0.00
	SHERWIN WILLIAMS AUTOMOTIVE	100-0000-141.01-00		PAINT & SUPPLIES	0.00
	SHERWIN WILLIAMS AUTOMOTIVE	100-0000-141.01-00		clear credits from EAL	0.00
	SHERWIN WILLIAMS AUTOMOTIVE	100-0000-469.01-00		clear credits from EAL	2.46
184295	Summary				2.46
184296	STAPLES ADVANTAGE P-CARD	100-4401-533.64-01		P- CARD	0.00
	STAPLES ADVANTAGE P-CARD	100-4401-533.64-01			0.00
184296	Summary				0.00
184297	ULINE- PCARD	100-0000-141.01-00		P-CARD	0.00
	ULINE- PCARD	100-0000-141.01-00		clear credits from EAL	0.00
184297	Summary				0.00

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Check#	Vendor	GL Account	Proj No	Description	Amount
184298	WE ENERGIES	350-6008-531.31-01		clear credits from EAL	0.00
	WE ENERGIES	350-6008-531.31-01	P0428S	ELECTRIC SERVICE INSTALLA	0.00
184298 - Summary					0.00
05/19/2022 - Summary					2.46

Payment Date: 05/20/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
29601	ARING EQUIPMENT COMPANY INC	100-0000-141.01-00		PO NUM 144785	183.96
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Credit needed, not recd	7.71
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Misc. driveline parts	936.85
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Part not received	(7.71)
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Parts Not Needed	(131.51)
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		8023550974	(432.09)
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Parts Return	(590.35)
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Sealing Kits	197.60
29601 - Summary					164.46
29602	CLARKE MOSQUITO CONTROL	540-1801-538.51-09		JANITORIAL SUPPLIES	30,716.40
29602 - Summary					30,716.40
29603	COREY OIL LTD	100-0000-141.01-00		PO NUM 144791	5,645.92
29603 - Summary					5,645.92
29604	FUEL SYSTEMS INC	100-0000-141.01-00		PO# 144797	50.19
	FUEL SYSTEMS INC	100-0000-141.01-00		PO NUM 144797	388.32
29604 - Summary					438.51
29605	GRAINGER	100-0000-141.01-00		PO NUM 144798	411.12
29605 - Summary					411.12
29606	HUMPHREY SERVICE PARTS INC	100-0000-141.01-00		PO NUM 144800	1,621.87
29606 - Summary					1,621.87
29607	ZARNOTH BRUSH WORKS	100-0000-141.01-00		PO NUM 144929	444.00
29607 - Summary					444.00
29608	AB DATA	501-2802-537.51-01		water utility statements	321.21
	AB DATA	510-3803-536.51-01		water utility statements	321.21
	AB DATA	540-1807-538.51-01		water utility statements	321.21
	AB DATA	550-4233-535.51-01		water utility statements	321.21
29608 - Summary					1,284.84
29609	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Credited on Inv. 608359	1,837.33
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		O-ring,bolt & clamp	27.66
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Hoses & o-rings	1,000.20
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Sealing o-ring-4	24.44
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Fuel injector & o-ring	1,122.74
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Return Credit	(2,709.61)
	ARING EQUIPMENT COMPANY INC	100-4218-531.44-08		Trans Filter and Gasket	111.47
	ARING EQUIPMENT COMPANY INC	100-4301-533.44-08		Return Credit	(288.92)
	ARING EQUIPMENT COMPANY INC	100-4301-533.44-08		Hose & o-rings	210.17
	ARING EQUIPMENT COMPANY INC	550-4233-535.44-08		Foot step parts	257.40
29609 - Summary					1,592.88
29610	BOHN, JAMES	255-8101-521.56-03	I21534	Travel log	274.37
	BOHN, JAMES	255-8101-521.56-03	I22534	Directors meeting	1,534.87
29610 - Summary					1,809.24
29611	CARROLL, RYAN	255-8101-521.56-03	I21548	Rx summit	2,454.80
29611 - Summary					2,454.80
29612	COOPER, MATTHEW	255-8101-521.56-03	I21548	Clear tem recert.	64.00
29612 - Summary					64.00
29613	DC ELLINGTON COMPANY	100-2201-522.54-02		(1) OCCUPANCY LOAD SIGN	20.00
29613 - Summary					20.00
29614	DEVINE, DAN	100-0201-513.56-02		Urban Alliance/League	312.31
29614 - Summary					312.31
29615	DOUGLAS, JOHN	100-5212-517.30-04		DPW Safety Shoe Reimb.	150.00
29615 - Summary					150.00
29616	GRAINGER	100-0000-141.01-00		PO NUM 144798	16.68
	GRAINGER	100-4501-533.51-09		Misc. web slings	163.34

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Check#	Vendor	GL Account	Proj No	Description	Amount
29616 - Summary					180.02
29617	HENG, GARRETT	255-8101-521.56-03	I21538	Travel log	187.20
29617 - Summary					187.20
29618	HOFFMAN, JAMES	255-8101-521.56-03	I21538	Travel log	305.37
29618 - Summary					305.37
29619	HORNING, DYLAN	100-5212-517.30-04		DPW Safety Shoe Reimb.	150.00
29619 - Summary					150.00
29620	HUMPHREY SERVICE PARTS INC	100-2201-522.44-03		(1) VALVE KIT	50.61
	HUMPHREY SERVICE PARTS INC	100-4201-535.44-08		Air Line Fittings	85.71
	HUMPHREY SERVICE PARTS INC	100-4201-535.44-08		Safety Pressure Valve	25.69
29620 - Summary					162.01
29621	LASKY, SCOTT	255-8101-521.56-03	I21549	IT committee mtg	515.96
29621 - Summary					515.96
29622	LEE, AR	240-7904-542.56-01	H22004	Mileage	27.44
29622 - Summary					27.44
29623	LINCOLN CONTRACTORS SUPPLY INC	100-4218-531.44-08		Inline Oiler	198.25
29623 - Summary					198.25
29624	MCCARRON, HAYLEY	255-8101-521.56-03	I21548	Rx summit	1,308.15
29624 - Summary					1,308.15
29625	NELTON, BETH	240-7904-542.56-01	H22004	Mileage	15.33
29625 - Summary					15.33
29626	O'HARA, SHANNON	100-0000-102.09-00		Potting Soil for Activity	25.26
29626 - Summary					25.26
29627	ONDRICKA, CHRISTINE	100-2107-521.56-02		WAHI conf /hotel	270.00
29627 - Summary					270.00
29628	OZINGA READY MIX CONCRETE, INC	540-1801-538.53-02		barrier block	1,410.00
29628 - Summary					1,410.00
29629	PACKERLAND RENT A MAT INC	255-8101-521.30-04	I22534	Mat rental	68.87
29629 - Summary					68.87
29630	POOLER, MASON	100-2201-522.56-02		LODGING	140.74
	POOLER, MASON	100-2201-522.56-02		MEALS REIMBURSEMENT	154.00
29630 - Summary					294.74
29631	PORTER, CALEB A	100-2101-521.56-02		WAHI conf hotel/meal	296.00
29631 - Summary					296.00
29632	SANFILIPPO, JAMES	255-8101-521.51-09	I21538	Batteries	67.52
29632 - Summary					67.52
29633	SCHAER, STEVE	100-2301-523.56-02		APA - SAN DIEGO CONF	2,032.78
	SCHAER, STEVE	100-2301-523.56-02		APA Conference	785.00
29633 - Summary					2,817.78
29634	SEIDL, THERESA	240-7904-542.56-01	H22004	Mileage	1.99
29634 - Summary					1.99
29635	STACHULA, NICK	255-8101-521.56-03	I21548	Clear team recert.	64.00
29635 - Summary					64.00
29636	SWANSON, CHRISTOPHER	100-4401-533.58-01		swanson cdl expenses	232.42
29636 - Summary					232.42
29637	WE ENERGIES	100-2201-522.41-04		Fire #2 Elec	1,638.16
	WE ENERGIES	100-2201-522.41-05		Fire #2 Gas	1,123.12
	WE ENERGIES	100-4101-533.41-04		6300 W McGeoch Elec	65.59
	WE ENERGIES	100-4101-533.41-04		Klenz Park	43.90
	WE ENERGIES	100-4101-533.41-05		6300 W McGeoch	2,857.38
	WE ENERGIES	100-4101-533.41-05		6200 W Beloit Gas	18.90
	WE ENERGIES	100-4118-531.41-04		1426 S 74 St	15.32
	WE ENERGIES	100-4118-531.41-04		Group Elec	326.47
	WE ENERGIES	100-4118-531.41-04		Electric Group Bill	5,432.84
	WE ENERGIES	100-4118-531.41-04		Lighting cabinet Elec	19,214.06
	WE ENERGIES	100-4118-531.41-04		Electric 2700 S 84	128.66
	WE ENERGIES	100-4118-531.41-04		1425 S 71 St	31.25
	WE ENERGIES	100-4118-531.41-04		2307 S 92 Elec	47.51
	WE ENERGIES	100-4201-535.41-04		Landfill Elec	306.44

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Check#	Vendor	GL Account	Proj No	Description	Amount
29637	WE ENERGIES	100-4201-535.41-04		3601 S 116 St	52.18
	WE ENERGIES	501-2601-537.41-04		Group Bill	10,769.12
	WE ENERGIES	501-2601-537.41-04		2009 s 84 St Elect	95.65
	WE ENERGIES	510-3801-536.41-04		7012 W Burnham	22.51
	WE ENERGIES	540-1801-538.41-04		Pump Grant St Elec	316.42
	WE ENERGIES	540-1801-538.41-05		Pump Grant St Gas	19.35
	WE ENERGIES	540-1801-538.41-05		2179 S 111 St	113.58
29637 - Summary					42,638.41
184299	AFLAC	100-0000-202.14-01		PAYROLL SUMMARY	54.77
184299 - Summary					54.77
184300	AT& T MOBILITY	255-8101-521.30-04	I20549	January Service	337.82
	AT& T MOBILITY	255-8101-521.30-04	I20549	March Service	337.52
184300 - Summary					675.34
184301	BADGER METER INC	501-0000-141.01-00		PO NUM 144787	1,140.08
184301 - Summary					1,140.08
184302	BILL'S POWER CENTER INC	100-4301-533.44-08		00 Grease	40.00
184302 - Summary					40.00
184303	BUSCH SYSTEMS INTERNATIONAL INC.	100-4101-533.51-09		MISC SERVICES,NO.1	484.77
	BUSCH SYSTEMS INTERNATIONAL INC.	100-4101-533.51-09		HARDWARE & RELATED ITEMS	3,724.20
184303 - Summary					4,208.97
184304	CDW-G	100-1101-517.32-01		PO# 144904	2,348.64
	CDW-G	240-7913-542.51-09	H22014	PO# 144917	786.09
184304 - Summary					3,134.73
184305	CITY OF WEST ALLIS	100-0000-202.07-00		PAYROLL SUMMARY	69.00
184305 - Summary					69.00
184306	DOBBERSTEIN LAW FIRM, LLC	100-0000-202.07-00		B Takach #2010SC004072	37.85
184306 - Summary					37.85
184307	EVIDENT INC	255-8101-521.51-09	I21538	PO# 144747	407.41
184307 - Summary					407.41
184308	FERGUSON WATERWORKS #1476	501-0000-141.01-00		PO NUM 144796	1,478.85
184308 - Summary					1,478.85
184309	GOODYEAR COMMERCIAL TIRE & SERVICE	100-0000-141.01-00		PO NUM 144817	1,481.49
184309 - Summary					1,481.49
184310	GRAYBAR	100-0000-141.01-00		PO NUM 144799	103.82
184310 - Summary					103.82
184311	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144932	594.82
	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144934	1,110.84
	HYDRAULIC COMPONENT SERVICES	100-0000-141.01-00		PO NUM 144938	581.00
184311 - Summary					2,286.66
184312	INTERSTATE POWER SYSTEM INC	100-0000-141.01-00		PO NUM 144930	447.84
184312 - Summary					447.84
184313	JX PETERBILT -WAUKESHA	100-0000-141.01-00		PO NUM 144801	447.91
184313 - Summary					447.91
184314	KEMKE, DAVID	100-5212-517.30-04		DPW Safety Shoe Reimb.	150.00
184314 - Summary					150.00
184315	KEY CODE MEDIA	260-8201-517.70-03		SOUND SYS,COMPONENTS,&ACC	25,329.00
184315 - Summary					25,329.00
184316	MHL SYSTEMS	100-0000-141.01-00		PO NUM 144936	11,718.99
184316 - Summary					11,718.99
184317	MILWAUKEE COUNTY EMS	100-2201-522.53-41	COVID	50 QUICKVUE RAPID TEST	312.50
184317 - Summary					312.50
184318	MILWAUKEE RUBBER PRODUCTS, INC	100-0000-141.01-00		PO NUM 144937	14.99
184318 - Summary					14.99
184319	MOTION INDUSTRIES	100-0000-141.01-00		PO NUM 144933	398.02
184319 - Summary					398.02
184320	MOTOROLA SOLUTIONS INC	100-2201-522.44-04		RADIO COMMUNICATION EQUIP	14,934.87
184320 - Summary					14,934.87
184321	MUSSON BROTHERS INC	510-3803-536.75-01	P2140N	PO# 144768	95,807.50

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Check#	Vendor	GL Account	Proj No	Description	Amount
184321	Summary				95,807.50
184322	M12/ENGINEERING	100-0000-141.01-00		PO NUM 144889	845.30
184322	Summary				845.30
184323	NEHER ELECTRIC SUPPLY INC	354-6051-517.31-02	M2220M	ELEC EQUIP&SUP(EXCPT CABL	48,972.00
184323	Summary				48,972.00
184324	QUAD	100-5002-517.51-01		Proofreading Newsletter	350.00
184324	Summary				350.00
184325	SALAMONE SUPPLIES	100-0000-141.01-00		PO NUM 144808	279.48
184325	Summary				279.48
184326	STEPP MANUFACTURING CO INC	100-0000-141.01-00		PO NUM 144931	34.23
184326	Summary				34.23
184327	STREICHER'S INC	100-2201-522.60-01		CLOTHING/UNIFORMS	1,091.94
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/GENERAL	235.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/JOB SHIRTS	65.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/DUFEK	40.00
	STREICHER'S INC	100-2201-522.60-01		CLOTHING/STIGLITZ	391.93
184327	Summary				1,823.87
184328	T & A INDUSTRIAL LTD	100-0000-141.01-00		PO NUM 144813	97.82
184328	Summary				97.82
184329	UNITED WAY - MILWAUKEE	100-0000-202.09-00		PAYROLL SUMMARY	396.12
184329	Summary				396.12
184330	WAPPA-PAC	100-0000-202.15-00		PAYROLL SUMMARY	31.00
184330	Summary				31.00
184331	WEST ALLIS PROFESSIONAL POLICE	100-0000-202.08-00		PAYROLL SUMMARY	2,769.16
184331	Summary				2,769.16
184332	WISCONSIN LIFTING SPECIALISTS INC	100-0000-141.01-00		PO NUM 144928	353.00
184332	Summary				353.00
184333	A/E GRAPHICS INC	350-6008-531.31-02	P2226S	2022-11 Plans	65.34
	A/E GRAPHICS INC	350-6008-531.31-02	P2229S	2022-6 Plans	59.76
	A/E GRAPHICS INC	350-6008-531.31-02	P2234S	2022-4 Plans	55.80
184333	Summary				180.90
184334	Allison Bout	100-0000-229.04-00		2356 S 57 St	100.00
184334	Summary				100.00
184335	ACORN FARMS	100-4301-533.53-02		spring 2022 street trees	2,137.00
	ACORN FARMS	220-7522-563.53-16	C22401	spring 2022 CDBG	4,925.00
	ACORN FARMS	220-7522-563.53-16	C22401	spring 2022 trees CDBG	4,320.00
	ACORN FARMS	350-6008-531.31-02	P2225S	spring 2022 CIP Vigo Terr	78.00
	ACORN FARMS	350-6008-531.31-02	P2229S	spring 2022 CIP Madison	372.00
184335	Summary				11,832.00
184336	AIRGAS USA LLC	100-2201-522.53-41		MEDICAL/OXYGEN	178.79
	AIRGAS USA LLC	100-2201-522.53-41		MEDICAL SUPPLIES/OXYGEN	910.08
184336	Summary				1,088.87
184337	ALLRITE HOME & REMODELING INC	220-7534-563.31-01	C21307	Nardi Window Replacement	3,612.00
184337	Summary				3,612.00
184338	ANTIGUA PROPERTIES, LLC	350-6008-531.31-07	P1927S	Easement	500.00
184338	Summary				500.00
184339	ARZAGA, JOSE	255-8101-521.56-03	I21548	Clear team recert.	64.00
184339	Summary				64.00
184340	ASSETWORKS LLC	100-1101-517.32-01		AssetWorks Annual	28,570.33
184340	Summary				28,570.33
184341	AT & T LONG DISTANCE	255-8101-521.30-04	I21538	PEN 0761	825.00
	AT & T LONG DISTANCE	255-8101-521.30-04	I21538	PEN 1234	775.00
184341	Summary				1,600.00
184342	AT& T MOBILITY	255-8101-521.30-04	I21549	Phone	337.47
184342	Summary				337.47
184343	AT&T	100-1101-517.41-06		AT&T April	70.56
184343	Summary				70.56
184344	AT&T	255-8101-521.30-04	I21549	Phone	528.04

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Check#	Vendor	GL Account	Proj No	Description	Amount
184344	Summary				528.04
184345	AT&T	255-8101-521.30-04	I21549	Phone	4,002.27
184345	Summary				4,002.27
184346	AURORA HEALTH CARE	100-2001-523.59-01		new hire med eval	97.50
184346	Summary				97.50
184347	AVK LAW, LLC	255-8101-521.30-04	I22534	Move legal advice	118.50
184347	Summary				118.50
184348	Benjamin Riche	100-0000-451.01-00		restitution	100.00
184348	Summary				100.00
184349	BADGER MATERIALS RECYCLING, LLC	550-4233-535.41-09		tires at drop-off	377.85
184349	Summary				377.85
184350	BETTERNDORF, PAUL A. & SUZANNE L.	350-6008-531.31-07	P1946S	Easement	400.00
184350	Summary				400.00
184351	BLIFFERT LUMBER CO	100-4601-533.51-09		1-1/8x48 pointed lath	158.40
184351	Summary				158.40
184352	BLUE WATER SECURITY SOLUTIONS	100-2107-521.57-02		Sniper Training	500.00
184352	Summary				500.00
184353	BOULTER, STEPHANIE	350-0000-229.02-00		Trust Deposit Refund	16.32
184353	Summary				16.32
184354	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 63	1,122.05
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	396.91
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MISC MEDICAL SUPPLIES	429.91
	BOUND TREE MEDICAL LLC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 61	223.40
184354	Summary				2,172.27
184355	BROCK WHITE COMPANY LLC	100-4218-531.53-02		rebar pins	1,500.00
	BROCK WHITE COMPANY LLC	501-2707-537.44-56		rebar pins	1,500.00
184355	Summary				3,000.00
184356	BUTTERS-FETTING CO INC	100-4101-533.44-08		PD-repair AHU	132.80
	BUTTERS-FETTING CO INC	100-4101-533.44-08		CH-hot water pump leaking	2,123.43
	BUTTERS-FETTING CO INC	100-4101-533.44-08		CH-conf. room overheating	890.20
	BUTTERS-FETTING CO INC	100-4101-533.44-08		DPW-repair boiler	1,022.69
	BUTTERS-FETTING CO INC	100-4101-533.44-08		CH- repair baseboard heat	1,491.32
	BUTTERS-FETTING CO INC	100-4101-533.44-08		3rd floor no heat	324.20
184356	Summary				5,984.64
184357	Christensen, Michael	100-0000-442.03-07		Christensen, Michael E	990.19
184357	Summary				990.19
184358	CAMBRE, CAREN	255-8101-521.30-04	I21548	Trainer fee	5,000.00
184358	Summary				5,000.00
184359	CARE-PLUS DENTAL PLANS INC	100-5211-517.21-70		CarePlus June premiums	19,233.97
184359	Summary				19,233.97
184360	CASPER'S TRUCK EQUIPMENT INC	100-4218-531.44-08		Tailgate Parts	97.00
184360	Summary				97.00
184361	CDW-G	255-8101-521.51-09	I21549	TelePres	434.00
184361	Summary				434.00
184362	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #77661691	24.79
	CENGAGE LEARNING INC	100-3502-555.52-27		INVOICE #77647236	24.79
184362	Summary				49.58
184363	CHARTER COMMUNICATIONS HOLDINGS,LLC	100-2101-521.30-04		records for det case	100.00
184363	Summary				100.00
184364	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Police Mats and towels	71.91
	CINTAS CORPORATION NO. 2	100-2101-521.51-07		Mop and mats	59.99
	CINTAS CORPORATION NO. 2	100-2101-521.51-09		Mop and mats 5/5/22	70.19
	CINTAS CORPORATION NO. 2	100-2201-522.51-07		Fire #2 5-12-22	67.19
	CINTAS CORPORATION NO. 2	100-3001-541.51-06		Mops and handles	5.47
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Credit from Cintas	(166.00)
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mat Housing	17.79
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniform 5/5/22	2.29
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 4/28/22	2.29
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mats Recycling	96.00

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184364	CINTAS CORPORATION NO. 2	100-4101-533.51-09		CRT and mop	7.40
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Mops City Hall	8.22
	CINTAS CORPORATION NO. 2	100-4101-533.51-09		Uniforms 5/12/22	2.29
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Shop Towels	15.92
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towels and mat	23.51
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Credit from Cintas	(15.92)
	CINTAS CORPORATION NO. 2	100-4118-531.51-09		Towels and mop	23.51
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 4/28/22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 5-12-22	209.56
	CINTAS CORPORATION NO. 2	100-4501-533.51-09		Uniforms 5/5/22	159.49
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 5-12/22	42.22
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 4/28/22	45.31
	CINTAS CORPORATION NO. 2	501-2601-537.51-07		Uniforms 5/5/22	42.22
184364 - Summary					1,000.41
184365	CINTAS FIRE PROTECTION	100-4101-533.32-04		Fire#2-Kitch/Air test ins	219.60
184365 - Summary					219.60
184366	CIRCA	100-1301-517.54-02		Sponsored job postings	190.00
184366 - Summary					190.00
184367	CNA SURETY	100-2101-521.30-04		new notary bond	30.00
184367 - Summary					30.00
184368	CRESCENT ELECTRIC SUPPLY COMPANY	220-7522-563.31-02	C20405	Electrical Fittings	17.44
184368 - Summary					17.44
184369	CUMMINS SALES AND SERVICE	100-2201-522.44-03		COOLANT TEMP SENSOR	23.56
184369 - Summary					23.56
184370	Dean Merrill	100-0000-229.04-00		916-18 S 74 St	100.00
184370 - Summary					100.00
184371	DOYNE, SHAUN	255-8101-521.56-03	I21548	Rx summit	987.72
184371 - Summary					987.72
184372	DUNN'S SPORTING GOODS	100-4001-533.30-04		PW and logo on front	232.30
184372 - Summary					232.30
184373	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad repair	1,325.90
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		core credit	(91.90)
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		PCO jeep parts/repair	101.35
	EAGLE AUTOMOTIVE -MILWAUKEE	100-2110-521.44-03		squad parts	321.52
	EAGLE AUTOMOTIVE -MILWAUKEE	214-0801-521.64-05		SIU car parts/repair	206.69
184373 - Summary					1,863.56
184374	EDWARD H. WOLF & SONS, INC.	100-4501-533.53-01		Unleaded and Diesel Fuel	32,600.46
184374 - Summary					32,600.46
184375	EGOLDFAX	100-1101-517.30-13		egoldfax - April	130.61
184375 - Summary					130.61
184376	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		desk key	8.26
	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		new keys	20.28
	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		credit item	(4.49)
	ELLIOTT'S ACE HARDWARE	100-2101-521.51-09		garage misc hardware	4.66
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-02		FRIDGE BULBS/ST 62	10.79
	ELLIOTT'S ACE HARDWARE	100-2201-522.44-08		POND REPAIR/ST 62	5.57
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-06		(1) CS REFILL SOAP	64.99
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SHOP/ACKER	8.94
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		SHOP/ST 62	9.86
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		AA/LTHM BATTERIES/SHOP	25.18
	ELLIOTT'S ACE HARDWARE	100-2201-522.51-08		MISC SHOP ITEMS/ST 62	60.19
	ELLIOTT'S ACE HARDWARE	100-2201-522.53-27		JFTA/TRAINING SUPPLIES	68.62
	ELLIOTT'S ACE HARDWARE	100-2201-522.60-02	MIH	MIH/SAFETY	0.90
	ELLIOTT'S ACE HARDWARE	100-2201-522.60-02	MIH	MIH/OTTOW	2.58
	ELLIOTT'S ACE HARDWARE	100-4118-531.53-02		C BATTERIES FOR BORE RIG	19.99
	ELLIOTT'S ACE HARDWARE	217-0901-522.64-05	FR0005	(2) PADLOCKS/CPAT STORAGE	17.26
184376 - Summary					323.58
184377	EXPRESS ELEVATOR LLC	100-4101-533.32-04		PD-Cat1/pressure test (2)	1,350.00
184377 - Summary					1,350.00
184378	FACTUAL DATA	220-7526-565.31-02	C21516	Kegel Credit Report	73.60
	FACTUAL DATA	220-7526-565.31-02	C21516	Bell Credit Report	65.95

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184378	Summary				139.55
184379	FEDEX	255-8101-521.30-04	I21534	FedEx	58.67
184379	Summary				58.67
184380	FERGUSON WATERWORKS #1476	501-0000-141.01-00		PO NUM 144796	889.95
	FERGUSON WATERWORKS #1476	540-1801-538.53-02		sewer pipe	2,747.08
184380	Summary				3,637.03
184381	FIDELITY NATIONAL TITLE CO	350-0000-229.02-00		Trust Deposit Refund	351.98
184381	Summary				351.98
184382	FOCUS TITLE, LLC	350-0000-229.02-00		Trust Deposit Refund	10.50
184382	Summary				10.50
184383	FRANKLIN AGGREGATES INC	501-2707-537.44-56		3/8 chips	476.62
	FRANKLIN AGGREGATES INC	501-2708-537.44-57		3/8 chips	476.61
184383	Summary				953.23
184384	GOVERNMENT BRANDS SHARED SERVICES	100-0501-517.32-04		Annual License Renewal	10,739.68
184384	Summary				10,739.68
184385	GRAYBAR	220-7522-563.31-02	C20405	NEMA UL APPROVED ENCL	459.42
	GRAYBAR	220-7522-563.31-02	C20405	Fittings for NEMA ENCL	19.14
184385	Summary				478.56
184386	GROOMS, PAUL AND LAURIE ANN	350-6008-531.31-07	P1946S	Easement	1,000.00
184386	Summary				1,000.00
184387	HF GROUP LLC	100-3504-555.44-08		INVOICE #22004204	654.77
184387	Summary				654.77
184388	HILLER FORD INC	100-2110-521.44-03		squad repair	841.76
	HILLER FORD INC	100-4118-531.44-08		Oil Dip Stick Tube	28.78
	HILLER FORD INC	501-2901-537.44-03		Vacuum Canister and Valve	172.07
	HILLER FORD INC	501-2901-537.44-03		Air Filter Clip/Clamp	2.13
184388	Summary				1,044.74
184389	HOME DEPOT CREDIT SERVICES	255-8101-521.51-09	I21549	IT supplies	89.06
184389	Summary				89.06
184390	HOTSY	100-4101-533.44-08		dpw pressure washer	182.42
	HOTSY	501-2901-537.44-08		Turbo nozzle (3)	852.50
184390	Summary				1,034.92
184391	HUMANA WELLNESS	602-5601-517.30-04		Rewards From Previous Mon	7,297.00
	HUMANA WELLNESS	602-5601-517.30-04		Administrative Fee	1,131.90
184391	Summary				8,428.90
184392	IAED	100-2101-521.32-01		recertification test	55.00
184392	Summary				55.00
184393	INTERSTATE ROOF SYSTEMS CONSULTANTS	100-4001-533.30-04		IRSC Roof Inspection	2,250.00
184393	Summary				2,250.00
184394	IRON MOUNTAIN	255-8101-521.30-04	I21534	Shredding	151.87
184394	Summary				151.87
184395	Jacobson, Paige	100-0000-421.02-12		Application Refund	76.00
184395	Summary				76.00
184396	JUST PRO GARAGE DOORS LLC	397-0000-129.00-00		Gramza - garage door	2,625.00
184396	Summary				2,625.00
184397	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Solenoid Valve	110.71
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Defective Part Credit	(85.99)
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Parking Control Valve	57.99
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Bracket	384.54
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Front Shock	51.99
	JX PETERBILT -WAUKESHA	100-4201-535.44-08		Fan Pressure Switch	155.99
	JX PETERBILT -WAUKESHA	550-4233-535.44-08		Solenoid Valve	85.99
184397	Summary				761.22
184398	Karen Martindale	100-0000-229.04-00		1365 S 57 St	100.00
184398	Summary				100.00
184399	KAESTNER AUTO ELECTRIC CO	100-4301-533.44-08		Starter	239.99
184399	Summary				239.99
184400	KALLCENTS	255-8101-521.30-04	I21538	Q-card service	17.69

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184400 - Summary					17.69
184401	KALTENBRUN, MATTHEW	255-8101-521.56-03	I21548	Clear team recert.	51.00
184401 - Summary					51.00
184402	KANKAKEE NURSERY CO	100-4301-533.53-02		Spring 2022 Trees	1,178.00
	KANKAKEE NURSERY CO	220-7522-563.53-16	C22401	Spring 2022 Trees CDBG	5,444.00
184402 - Summary					6,622.00
184403	KENZ INNOVATION HCM, INC	602-5601-517.30-04		April admin fees	2,331.00
184403 - Summary					2,331.00
184404	KL ENGINEERING	220-7522-563.31-01	C17418	Becher String Light desig	8,052.50
184404 - Summary					8,052.50
184405	KNIGHT BARRY TITLE	350-0000-229.02-00		Trust Deposit Refund	668.22
184405 - Summary					668.22
184406	Luis Jose Camacho Alvarado	100-0000-451.02-00		Trip Refund	360.00
184406 - Summary					360.00
184407	LA BRE, LORI	350-6008-531.31-07	P1946S	Easement	300.00
184407 - Summary					300.00
184408	LAKESIDE INTERNATIONAL TRUCKS INC	100-4218-531.44-08		Air Horn	96.33
	LAKESIDE INTERNATIONAL TRUCKS INC	540-1801-538.44-08		EGR Cooler	939.41
184408 - Summary					1,035.74
184409	LALONDE CONTRACTORS INC	350-6008-531.31-01	P2223S	S 66th St-Streets	1,140.00
	LALONDE CONTRACTORS INC	501-2901-537.75-01	P2223H	S 66th St-Water	203,434.90
	LALONDE CONTRACTORS INC	510-3803-536.75-01	P2223N	S 66th St-Sanitary	134,463.00
	LALONDE CONTRACTORS INC	540-1807-538.75-01	P2223R	S 66th St-Storm	380.00
184409 - Summary					339,417.90
184410	LAND CLOSING SERVICES INC	350-0000-229.02-00		Trust Deposit Refund	84.50
184410 - Summary					84.50
184411	LEGAL FILES SOFTWARE INC	100-0302-516.32-01		Acct WESTALLIS01	2,384.00
184411 - Summary					2,384.00
184412	LIFE-ASSIST, INC	100-2201-522.53-41			1,109.81
	LIFE-ASSIST, INC	100-2201-522.53-41		MEDICAL SUPPLIES/ST 62	142.26
184412 - Summary					1,252.07
184413	LIFELINE SYSTEMS	100-0000-442.03-07		April 2022 Lifequest	34,054.67
	LIFELINE SYSTEMS	100-0000-442.03-11		April 2022 MVA	959.08
184413 - Summary					35,013.75
184414	LITTLE FALLS MACHINE INC	100-4218-531.44-08		Repair	2,237.84
184414 - Summary					2,237.84
184415	LIVING AS A LEADER	100-8813-517.30-04		April Invoice	1,350.00
184415 - Summary					1,350.00
184416	LOPEZ, MICHAEL	255-8101-521.56-03	I21548	Clear team recert.	239.50
184416 - Summary					239.50
184417	LUTHERAN SOCIAL SERVICES OF WI	222-7601-563.30-04		April Monthly Invoice	4,142.18
	LUTHERAN SOCIAL SERVICES OF WI	222-7604-563.30-04		March Summary Invoice	2,035.61
184417 - Summary					6,177.79
184418	Michael Peine	100-0000-422.01-09		Plan review refund	200.00
184418 - Summary					200.00
184419	MACQUEEN EQUIPMENT	100-2201-522.44-02		MSA REPAIRS/SERVICE	609.45
	MACQUEEN EQUIPMENT	100-4201-535.44-08		Yoke assembly	132.09
	MACQUEEN EQUIPMENT	100-4201-535.44-08		Repair Parts	176.61
	MACQUEEN EQUIPMENT	100-4201-535.44-08		Lever	240.15
	MACQUEEN EQUIPMENT	540-1801-538.44-08		WASHERS, HEX JAM, STOPNUT	668.86
184419 - Summary					1,827.16
184420	MANNEDGE CONSULTING, LLC	255-8101-521.30-04	I22534	Move consulting	4,000.00
184420 - Summary					4,000.00
184421	MARQUETTE UNIV CAREER SERVICES CENT	255-8101-521.43-03	I21534	May, 2022 rent	47,406.60
184421 - Summary					47,406.60
184422	MAXIM HEALTHCARE STAFFING SERVICES,	240-7937-542.30-03	EF2105	Vaccinators	1,802.50
184422 - Summary					1,802.50
184423	MAXIM HEALTHCARE STAFFING, INC	240-7937-542.30-03	EF2105	Vaccinators	1,942.50

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184423 - Summary					1,942.50
184424	MENARDS - WEST ALLIS	100-2201-522.51-09		PRODUCT RETURN	(11.37)
	MENARDS - WEST ALLIS	100-2201-522.51-09		DRYWALL ANCHORS/ST 62	16.18
	MENARDS - WEST ALLIS	100-2201-522.51-09		ST 62/DORM	11.37
	MENARDS - WEST ALLIS	100-4118-531.53-02		250W PAR38 3K DLED	136.28
	MENARDS - WEST ALLIS	100-4118-531.53-02		OUTLETS FOR GREENFIELD AV	110.66
	MENARDS - WEST ALLIS	100-4118-531.53-02		WH 1-3/16X6 HLF RND	25.98
184424 - Summary					289.10
184425	MENARDS- WEST MILWAUKEE	100-4118-531.53-02		250W PAR38 3K DLED	180.05
184425 - Summary					180.05
184426	MEREDITH, BRUCE	255-8101-521.30-04	I21549	Meeting registration fee	150.00
	MEREDITH, BRUCE	255-8101-521.56-03	I21549	IT meeting travel	1,715.12
184426 - Summary					1,865.12
184427	MERIT TITLE	350-0000-229.02-00		Trust Deposit Refund	97.13
184427 - Summary					97.13
184428	MIDWEST TAPE	100-3502-555.52-22		INVOICE #502024064	39.99
	MIDWEST TAPE	100-3502-555.52-22		INVOICE #502043565	136.97
184428 - Summary					176.96
184429	MILWAUKEE COUNTY CLERK OF COURTS	100-0000-229.11-10		Bail	3,650.00
184429 - Summary					3,650.00
184430	MILWAUKEE COUNTY TREASURER	100-0000-451.01-00		April court fines	12,036.12
184430 - Summary					12,036.12
184431	MOTOROLA SOLUTIONS INC	100-2201-522.44-04		(12) RADIO BATTERIES	158.40
184431 - Summary					158.40
184432	MSC INDUSTRIAL SUPPLY CO INC	100-0000-141.01-00		PO NUM 144939	206.22
184432 - Summary					206.22
184433	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		squad parts	136.09
	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		squad repair	469.54
	NAPA AUTO PARTS- WEST ALLIS	100-2110-521.44-03		credit return squad part	(37.49)
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		(1) RADIATOR CAP	8.57
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.44-03		SIDE DOOR/LIFE SUPPORT	36.09
	NAPA AUTO PARTS- WEST ALLIS	100-2201-522.53-01		OIL FILTER/OIL	108.38
	NAPA AUTO PARTS- WEST ALLIS	100-4118-531.44-08		Repair	27.87
	NAPA AUTO PARTS- WEST ALLIS	100-4201-535.44-08		Headlight & connector	16.57
	NAPA AUTO PARTS- WEST ALLIS	100-4201-535.44-08		AC Tube Insulation	19.69
	NAPA AUTO PARTS- WEST ALLIS	100-4218-531.44-08		Hose Fittings	57.60
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		Air Freshener	3.99
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		Fiberglass resin	64.99
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		Replacement Strobe Light	72.22
	NAPA AUTO PARTS- WEST ALLIS	100-4301-533.44-08		Fan Blower Motor	90.49
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Front wheel seal-2	24.26
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Air filter-500165	20.55
	NAPA AUTO PARTS- WEST ALLIS	501-2901-537.44-03		Shocks,rotors & bushings	417.32
184433 - Summary					1,536.73
184434	NEENAH FOUNDRY CO	540-1801-538.53-02		26 round storm grate	228.00
184434 - Summary					228.00
184435	NETWORK HEALTH ADMIN SERVICES, LLC	602-9101-517.21-83		FSP April Retiree adm fee	150.00
	NETWORK HEALTH ADMIN SERVICES, LLC	602-9101-517.21-83		FSP April Admin fee	450.00
184435 - Summary					600.00
184436	NEW BERLIN REDI-MIX	100-4218-531.53-02		7 bag #1 stone with air	134.00
	NEW BERLIN REDI-MIX	501-2707-537.44-56		7 bag #1 stone with air	4,291.75
	NEW BERLIN REDI-MIX	501-2707-537.44-56		7 bag stone with air	852.50
	NEW BERLIN REDI-MIX	540-1801-538.53-02		7 bag #1 stone with air	2,365.75
184436 - Summary					7,644.00
184437	PARKITECTURE & PLANNING, LLC	220-7521-563.30-02	C22101	On-site Review	1,336.00
184437 - Summary					1,336.00
184438	PEREZ, ATANACIO	350-6008-531.31-07	P1946S	Easement	400.00
184438 - Summary					400.00
184439	POMP'S TIRE SERVICE INC	100-2110-521.53-03		squad tires	1,853.51
184439 - Summary					1,853.51

Monthly Listing of Claims Paid
May 2022

Check#	Vendor	GL Account	Proj No	Description	Amount
184440	R A SMITH NATIONAL INC	510-3803-536.75-01	MMSD09	raSmith Inspection	218.00
184440 - Summary					218.00
184441	REGISTRATION FEE TRUST	100-4601-533.44-03		Muni Plates Vehicle 169	5.00
184441 - Summary					5.00
184442	RELIABLE DOOR SYSTEMS INC	100-4101-533.53-02		PD-Xtra springs	774.98
184442 - Summary					774.98
184443	RELIANCE STANDARD LIFE INSURANCE CO	100-5217-517.21-11		June premiums	5,417.85
184443 - Summary					5,417.85
184444	RICOH USA INC	255-8101-521.30-04	I21549	Copier charges	590.31
184444 - Summary					590.31
184445	RNOW INC	510-3801-536.44-08		1x1,000 Sewer hose	2,890.20
	RNOW INC	510-3801-536.44-08		Water pump & seals	430.01
184445 - Summary					3,320.21
184446	RUSSELL HERDER GBC	255-8101-521.30-04	I21549	BPA services	12,480.00
184446 - Summary					12,480.00
184447	S.B. FRIEDMAN AND CO	315-6606-563.30-02	T15010	APRIL 2-29, 2022	4,718.50
184447 - Summary					4,718.50
184448	Sheryl Eller	100-0000-451.02-00		Trip Refund	60.00
184448 - Summary					60.00
184449	SCHOTT, JOHN	255-8101-521.56-03	I21548	Clear team recert.	64.00
184449 - Summary					64.00
184450	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		NEW RADIATOR/#4305	5,694.75
	SEAGRAVE FIRE APPARATUS LLC	100-2201-522.44-03		COOLANT LEVEL SENSOR	182.00
184450 - Summary					5,876.75
184451	SECURIAN FINANCIAL GROUP INC	100-5209-517.21-04		June premiums	15,017.50
184451 - Summary					15,017.50
184452	SIDELLO PROPERTY SERVICES INC	100-2406-524.30-04	A11111	Work order-1576 S 81 St	375.00
184452 - Summary					375.00
184453	SIGNARAMA	100-4001-533.30-04		DPW open house yard signs	352.20
	SIGNARAMA	100-4001-533.30-04		10 no mow may yard signs	225.00
184453 - Summary					577.20
184454	SIMCO DRILLING EQUIPMENT INC	501-2901-537.44-03		Connecting Link	20.43
184454 - Summary					20.43
184455	SOFTWARE EXPRESSIONS, INC.	100-3003-541.32-04		May Invoice	350.00
184455 - Summary					350.00
184456	SORCE SERVICES, LLC	100-2201-522.53-27		TRAINING/GARAGE CLEAN-OUT	465.00
184456 - Summary					465.00
184457	STARK PAVEMENT CORP	100-4218-531.53-02		3/8 surface	230.92
	STARK PAVEMENT CORP	501-2707-537.44-56		3/8 surface	122.50
	STARK PAVEMENT CORP	540-1801-538.53-02		3/8 surface	192.94
184457 - Summary					546.36
184458	STATE OF WISCONSIN	100-0000-451.01-00		April court fines	35,219.62
184458 - Summary					35,219.62
184459	SUPERIOR VISION INSURANCE INC	100-5218-517.21-12		May vision premium	1,189.05
184459 - Summary					1,189.05
184460	SYMBIONT	501-2901-537.30-02		GIS applications support	824.75
184460 - Summary					824.75
184461	T-MOBILE USA, INC.	255-8101-521.30-04	I21538	PEN 8915	800.00
	T-MOBILE USA, INC.	255-8101-521.30-04	I21538	GPS 8915	1,770.00
184461 - Summary					2,570.00
184462	Tarnowski, Shirley	100-0000-442.03-07		Tarnowski, Joseph	894.48
184462 - Summary					894.48
184463	TABASKA, KAREN	350-0000-229.02-00		Trust Deposit Refund	67.60
184463 - Summary					67.60
184464	TAPCO	100-2101-521.32-01		elec park tix support	375.00
184464 - Summary					375.00
184465	TEREX SERVICES	100-4118-531.44-08		1861 - Annual Inspections	1,010.00

Monthly Listing of Claims Paid
May 2022

Check#	Vendor	GL Account	Proj No	Description	Amount
184465	TEREX SERVICES	100-4118-531.44-08		1558 - Annual Inspections	1,135.00
	TEREX SERVICES	100-4118-531.44-08		1856 - Annual Inspections	1,010.00
	TEREX SERVICES	100-4301-533.44-08		1863 - Annual Inspections	772.50
	TEREX SERVICES	100-4301-533.44-08		1853 - Annual Inspections	1,010.00
184465 - Summary					4,937.50
184466	THIRD SECTOR CREATIVE, INC	255-8101-521.30-04	I22534	Printing	2,044.00
184466 - Summary					2,044.00
184467	THOMSON REUTERS - WEST	100-0303-516.52-01		Acct1000616368	515.15
	THOMSON REUTERS - WEST	255-8101-521.30-04	I21549	Subscription	6,771.00
184467 - Summary					7,286.15
184468	TIME WARNER CABLE	100-1101-517.41-06		Spectrum - May	884.22
184468 - Summary					884.22
184469	TOM KRUEGER PHOTOGRAPHY	201-5101-517.30-04		Gala Photos	450.00
184469 - Summary					450.00
184470	TRANS UNION LLC	100-2101-521.30-04		April record checks	234.81
184470 - Summary					234.81
184471	TRI CITY NATIONAL BANK	220-7521-563.30-04	C22101	TCNB April 2022	56.00
	TRI CITY NATIONAL BANK	224-7701-563.30-04		TCNB April 2022	38.00
	TRI CITY NATIONAL BANK	396-6301-563.30-07		TCNB April 2022	7.00
	TRI CITY NATIONAL BANK	397-6301-563.30-07		TCNB April 2022	16.00
184471 - Summary					117.00
184472	TROPHY ATHLETIC SUPPLY CO	255-8101-521.51-09	I22534	Plaque	185.00
184472 - Summary					185.00
184473	TRUCK COUNTRY	100-0000-141.01-00		PO NUM 144815	325.70
	TRUCK COUNTRY	100-2201-522.44-03		SENSOR CALIBRATION/#4305	460.00
	TRUCK COUNTRY	100-2201-522.44-03		VALVE KIT	10.60
	TRUCK COUNTRY	100-4218-531.44-08		Returned and Credited	1,929.63
	TRUCK COUNTRY	100-4218-531.44-08		Batt. box cover keeper-2	57.34
	TRUCK COUNTRY	100-4218-531.44-08		Core Credit	(260.31)
	TRUCK COUNTRY	100-4218-531.44-08		203K/2613816,203K/1662905	(107.11)
	TRUCK COUNTRY	100-4218-531.44-08		203F/DR 10461768-Core	(153.13)
	TRUCK COUNTRY	100-4218-531.44-08		203C/4326874RX & -Core	(813.29)
	TRUCK COUNTRY	100-4218-531.44-08		203F/RKR AA50048PL	148.54
	TRUCK COUNTRY	100-4218-531.44-08		Battery box cover	176.17
	TRUCK COUNTRY	100-4218-531.44-08		Credit for cancelled item	(326.57)
	TRUCK COUNTRY	100-4218-531.44-08		203C/5473296RX-CORE CRED	(70.44)
	TRUCK COUNTRY	100-4218-531.44-08		Steering Linkage Parts	403.06
	TRUCK COUNTRY	100-4218-531.44-08		203F/TDA A1 3102C4293	(806.12)
	TRUCK COUNTRY	100-4218-531.44-08		CREDIT-203F/A22-74244-007	(371.09)
	TRUCK COUNTRY	100-4218-531.44-08		203F/06-43584-000	330.97
	TRUCK COUNTRY	100-4301-533.44-08		Battery box cover	150.39
	TRUCK COUNTRY	100-4301-533.44-08		Parking Brake Valve	179.96
	TRUCK COUNTRY	100-4301-533.44-08		AMU Gaskets	15.75
	TRUCK COUNTRY	100-4301-533.44-08		1290JT074, 1245JT064,	102.80
	TRUCK COUNTRY	100-4301-533.44-08		Battery box cover bracket	57.34
	TRUCK COUNTRY	100-4501-533.44-08		PO# 144815	30.87
	TRUCK COUNTRY	100-4501-533.44-08		Did not order	(30.87)
	TRUCK COUNTRY	100-4501-533.44-08		Credit	(401.63)
	TRUCK COUNTRY	100-4501-533.44-08		Credited on X203842563:01	401.63
	TRUCK COUNTRY	540-1801-538.44-08		Engine Repair	62.88
	TRUCK COUNTRY	540-1801-538.44-08		EGR Parts	1,577.76
	TRUCK COUNTRY	540-1801-538.44-08		203F/12-17023-000	(294.52)
	TRUCK COUNTRY	540-1801-538.44-08		203F/BW 280809N	(34.15)
	TRUCK COUNTRY	540-1801-538.44-08		90 DEGREE HOSE ELBOW	22.36
	TRUCK COUNTRY	540-1801-538.44-08		203C/5473368RX-Core	(70.44)
	TRUCK COUNTRY	550-4233-535.44-08		Particulate Filter	542.83
	TRUCK COUNTRY	550-4233-535.44-08		Core Credit	(153.13)
184473 - Summary					3,093.78
184474	UNITED RENTALS	100-4118-531.53-02		LIFT RENTAL - CITY HALL	692.65
184474 - Summary					692.65
184475	US TITLE & CLOSING, LLC	350-0000-229.02-00		Trust Deposit Refund	84.50
184475 - Summary					84.50

Monthly Listing of Claims Paid
May 2022

Check#	Vendor	GL Account	Proj No	Description	Amount
184476	UTILITY SALES & SERVICE INC	100-4118-531.44-08		Filter & switch	69.81
	UTILITY SALES & SERVICE INC	100-4118-531.44-08		Filter-HW3510	25.50
	UTILITY SALES & SERVICE INC	100-4301-533.44-08		Decals & indicator	135.71
184476 - Summary					231.02
184477	VERIZON WIRELESS	255-8101-521.30-04	I21549	Cell phones	3,073.07
184477 - Summary					3,073.07
184478	VERIZON WIRELESS-VSAT	255-8101-521.30-04	I21538	PLU 9332	190.00
184478 - Summary					190.00
184479	VON BRIESEN & ROPER SC	100-8801-517.30-02		Matter 6664-00006	572.00
184479 - Summary					572.00
184480	WEDIGE RADIATOR & AC, INC	540-1801-538.44-08		2834 egr cleaning	306.50
184480 - Summary					306.50
184481	WEST ALLIS POLICE DEPT PETTY CASH	100-2101-521.51-09		Petty Cash for WISH prog	199.93
	WEST ALLIS POLICE DEPT PETTY CASH	212-0801-521.64-05		Petty cash for Comm SVC	421.11
184481 - Summary					621.04
184482	WIL-SURGE ELECTRIC INC	354-6053-523.31-01	BF0027	Police Generator	6,300.00
184482 - Summary					6,300.00
184483	WINDSTREAM COMMUNICATIONS INC	255-8101-521.30-04	I21549	Internet	9,642.56
184483 - Summary					9,642.56
184484	WIS DEPT OF FINANCIAL INSTITUTIONS	100-2101-521.30-04		new notary commission	20.00
184484 - Summary					20.00
184485	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1737S	WisDOT invoice	41.53
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1829S	WisDOT invoice	17,938.93
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P1946S	WisDOT invoice	1,523.57
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2130T	WisDOT invoice - street	45,746.46
	WISCONSIN DEPT OF TRANSPORTATION	350-6008-531.31-01	P2131T	WisDOT invoice	9,562.38
	WISCONSIN DEPT OF TRANSPORTATION	501-2901-537.31-01	P2130H	WisDOT invoice - water	509.62
	WISCONSIN DEPT OF TRANSPORTATION	510-3803-536.31-01	P2130N	WisDOT invoice - sanitary	7,274.07
	WISCONSIN DEPT OF TRANSPORTATION	540-1807-538.31-01	P2130R	WisDOT invoice - storm	1,708.37
184485 - Summary					84,304.93
184486	WISCONSIN KENWORTH	100-2201-522.44-03		THERMOSTAT	55.32
184486 - Summary					55.32
184487	WISCONSIN TITLE CLOSING	350-0000-229.02-00		Trust Deposit Refund	272.34
184487 - Summary					272.34
184488	WORLDWIDE INTERPRETERS, INC.	100-2101-521.30-04		translator	5.60
	WORLDWIDE INTERPRETERS, INC.	100-3003-541.30-04		CHS Interpreters	50.96
184488 - Summary					56.56
184489	ZIGNEGO COMPANY INC	540-1801-538.53-02		1.25 base course	127.13
184489 - Summary					127.13
184490	ZOLL MEDICAL CORPORATION	100-2201-522.53-41		MEDICAL SUPPLIES	784.45
184490 - Summary					784.45
184491	1ST SERVICE TITLE & CLOSING	350-0000-229.02-00		Trust deposit refund	20.00
184491 - Summary					20.00
05/20/2022 - Summary					1,199,901.93

Payment Date: 05/23/2022

Check#	Vendor	GL Account	Proj No	Description	Amount
184492	KNIGHT BARRY TITLE	220-7526-565.31-02	C21516	5-27-22 loan closing	80,000.00
184492 - Summary					80,000.00
05/23/2022 - Summary					80,000.00
Overall - Summary					2,563,677.12

**CITY OF WEST ALLIS
ORDINANCE O-2022-0090**

**SALARY ORDINANCE UPDATING APPRAISER SALARY GRADE AND REPLACING
SAFETY & TRAINING COORDINATOR POSITION TITLE WITH RISK MANAGER
POSITION**

AMENDING SALARY ORDINANCE

WHEREAS, a labor market adjustment to the salary schedule is necessary to attract and retain appraisers; and

WHEREAS, it would be beneficial to the city to change the position of Safety & Training Coordinator to Risk Manager in order to broaden the scope of the position;

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

Change Appraiser position in the City Assessor's Office from salary grade F to H

Replace "Safety & Training Coordinator" position with "Risk Manager" position in salary grade K.

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. 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.
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
<u>6/7/22</u>	<u>None</u>	<u>Link</u>	
5/3/22	6/6/22 None	<u>Link</u>	O-2022-0084
4/19/22	5/2/22	<u>Link</u>	O-2022-0075
4/7/22	4/18/22	<u>Link</u>	O-2022-0047
2/2/22	4/6/22	<u>Link</u>	O-2022-0036
1/11/22	2/1/22	<u>Link</u>	O-2022-0012
10/3/21	1/10/22	<u>Link</u>	O-2021-0076
7/13/21	10/2/21	<u>Link</u>	O-2021-0051
6/15/21	7/12/21	<u>Link</u>	O-2021-0049
6/1/21	6/14/21	<u>Link</u>	O-2021-0042
3/2/21	5/31/21	<u>Link</u>	O-2021-0022
2/2/21	3/1/21	<u>Link</u>	
12/15/20	2/1/21	<u>Link</u>	
10/18/20	12/17/20	<u>Link</u>	
9/1/20	10/17/20	<u>Link</u>	
3/17/20	8/31/20	<u>Link</u>	
3/3/20	3/16/20	<u>Link</u>	
1/7/20	3/2/20	<u>Link</u>	
8/6/19	1/6/20	<u>Link</u>	
3/19/19	8/5/19	<u>Link</u>	
10/16/18	3/18/19	<u>Link</u>	
10/2/18	10/15/18	Link	
6/19/18	10/1/18	<u>Link</u>	
4/17/18	6/18/18	<u>Link</u>	
3/6/18	4/16/18	<u>Link</u>	
1/14/18	3/5/18	<u>Link</u>	

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

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

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. The rates assigned to any position marked with an asterisk shall increase by 3.5% if the employee is a City resident.

Position	Minimum Hourly Pay	Maximum Hourly Pay
Code Enforcement Part-Time Inspector*	\$24.51	\$29.41
Co-Facilitator (WISH)*	\$25.00	\$30.00
College Co-op/Intern	\$12.00	\$17.50
Community Service Officer*	\$11.76	\$14.71
Crossing Guard	\$11.00	\$13.00
High School Co-op	\$8.00	\$9.00
Lead Library Page*	\$10.00	\$15.00
Library Page*	\$8.33	\$10.50
Market Attendant*	\$17.56	\$24.08
Neighborhood Partnership Specialist*	\$18.00	\$23.00
Night Parker Taker*	\$7.84	\$9.80
Part-Time Cleaner*	\$12.00	\$17.00
Police Background Investigator*	\$24.51	\$29.41
Security Installers*	\$11.76	\$14.71
Special Voting Deputy*	\$9.80	\$9.80
Temporary Seasonal Laborer*	\$13.00	\$16.00
WISH Child Care Provider*	\$9.80	\$14.71

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. \$125.00 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. \$150.00 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. \$175.00 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. \$350.00 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 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 the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis

**CITY OF WEST ALLIS
ORDINANCE O-2022-0090**

**SALARY ORDINANCE UPDATING APPRAISER SALARY GRADE AND REPLACING
SAFETY & TRAINING COORDINATOR POSITION TITLE WITH RISK MANAGER
POSITION**

AMENDING SALARY ORDINANCE

WHEREAS, a labor market adjustment to the salary schedule is necessary to attract and retain appraisers; and

WHEREAS, it would be beneficial to the city to change the position of Safety & Training Coordinator to Risk Manager in order to broaden the scope of the position;

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

Change Appraiser position in the City Assessor's Office from salary grade F to H

Replace "Safety & Training Coordinator" position with "Risk Manager" position in salary grade K.

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. 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.
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
6/7/22	None	Link	
5/3/22	6/6/22 None	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	
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

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

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. The rates assigned to any position marked with an asterisk shall increase by 3.5% if the employee is a City resident.

Position	Minimum Hourly Pay	Maximum Hourly Pay
Code Enforcement Part-Time Inspector*	\$24.51	\$29.41
Co-Facilitator (WISH)*	\$25.00	\$30.00
College Co-op/Intern	\$12.00	\$17.50
Community Service Officer*	\$11.76	\$14.71
Crossing Guard	\$11.00	\$13.00
High School Co-op	\$8.00	\$9.00
Lead Library Page*	\$10.00	\$15.00
Library Page*	\$8.33	\$10.50
Market Attendant*	\$17.56	\$24.08
Neighborhood Partnership Specialist*	\$18.00	\$23.00
Night Parker Taker*	\$7.84	\$9.80
Part-Time Cleaner*	\$12.00	\$17.00
Police Background Investigator*	\$24.51	\$29.41
Security Installers*	\$11.76	\$14.71
Special Voting Deputy*	\$9.80	\$9.80
Temporary Seasonal Laborer*	\$13.00	\$16.00
WISH Child Care Provider*	\$9.80	\$14.71

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. \$125.00 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. \$150.00 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. \$175.00 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. \$350.00 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 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 the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of West Allis



Dan Devine, Mayor City Of West Allis

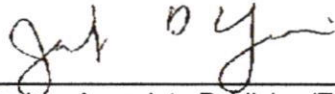


PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Jun. 10, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 10th day of June 2022

NOTICE OF NEWLY ENACTED ORDINANCES

Please take notice that the City of West Allis enacted on 2022-06-07:

O-2021-0086, Ordinance to adjust term of transient merchant and junk picker licenses.

O-2021-0087, Ordinance to amend noise regulation variance process.

O-2021-0090, Ordinance updating appraiser salary grade and replacing safety & training.

The full text may be obtained at the City Clerk's Office, 7525 W. Greenfield Ave., West

Allis, WI 53214 and through the Legislative Information Center on the City's Website at

<http://www.westalliswi.gov>. Clerk's telephone: 414-302-8220 Published: 2022-06-08

12126528/6-10



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



PROOF OF PUBLICATION

**CITY OF WEST ALLIS
RESOLUTION R-2022-0373**

**RESOLUTION TO AMEND POLICY NO. 1410 RELATING TO TIME OFF
ALLOCATION ACCRUAL AND NEGATIVE BALANCES.**

WHEREAS, It is necessary to amend Policy No. 1410 to clarify provisions relating to permitting the accrual of time off allocations when on unpaid leave under FMLA;

WHEREAS, It is necessary to further amend Policy No. 1410 to establish that department head approval is first required whenever borrowing any time off allocation before it is earned, and to clarify provisions relating to repayment at the time of separation of employment of any time off borrowed;

NOW THEREFORE, Be it ordained by the Common Council of the City of West Allis, in the State of Wisconsin, as follows: Policy No. 1410, Total Benefit Package, is adopted as presented.

SECTION 1: AMENDMENT “1410 Total Benefit Package (TBP)” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

1410 Total Benefit Package (TBP)

1. PURPOSE

To describe the policies and procedures of the City of West Allis in regard to the Total Benefit Package (TBP) for employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, non-represented regularly appointed employees and part-time appointed employees holding a minimum of a 0.5 full-time equivalent (FTE) budgeted position (except rehired City of West Allis retirees who are not eligible to participate in the City’s active employee health and dental insurance programs), and Elected Officials.

3. ELIGIBILITY/EFFECTIVE DATE

- a. New Employees hired on and after November 1, 2018.
- b. Existing Employees who have selected the TBP; effective date January 1, 2019.
- c. Elected Officials – Terms of elective office which commence in 2019/2020.
- d. Members of the Police and Fire Department who change from sworn represented to sworn non-represented positions (selection of the TBP must take place within 30 days of appointment to non-represented position and will be effective on the date of the employee’s appointment to the position).

4. POLICY

It is the policy of the City to provide benefits for its regularly appointed active employees holding a minimum of a 0.5 FTE budgeted position.

5. REFERENCES

- a. Uniformed Services Employment and
- b. Reemployment Rights Act (USERRA)
- c. Wis. Stats. Sections 321.63, 321.64, and 321.65.
- d. City of West Allis Revised Municipal Code
 - i. Section 2.76, 4.10 and 5.126
- e. City of West Allis Policies and Procedures
 - i. #1205 - Payroll and Time Records
 - ii. #1412 - Holidays
 - iii. #1413 - Health and Dental Insurance – Legacy Plan
 - iv. #1448 - Family and Medical Leave Act
 - v. #1466 - Donation of Time
 - vi. #1469 - Voluntary Time Off
 - vii. #1472 - HIPAA Privacy Rules
 - viii. #1483 - Voluntary Benefit Programs

6. GOALS OF THE TOTAL BENEFIT PACKAGE (TBP)

- a. Achieve a competitive Advantage in Recruiting and Retention
- b. Reduce the City's OPEB Liability
- c. Mitigate health care cost increases to contribute to the long term financial sustainability for the City's taxpayers
- d. Meet needs of a diverse workforce
- e. Reward desired behavior (accountability) with extra time off (more equitable to those that come to work every day)
- f. Does not challenge employees' integrity
- g. Reduce Sick Leave Abuse
- h. Ease of Administration
 - i. Employer Scheduling/Predictability (reduce unscheduled absences)
 - j. Employee Flexibility and Privacy
- k. Elimination of awkward City accrual system for time off (on books before earned/pay back if not fully earned/end of employment payout calculations)
- l. Employees more engaged at work since they can take off when needed for personal reasons

7. RESPONSIBILITIES

- a. Mayor and Common Council.
 - i. Ensure funding within the City's limited resources and state-imposed expenditure requirements.
- b. City Administrator, Human Resources and Finance Departments.
 - i. Ensure that the policy is administered consistent with other City policies, procedures, and applicable laws and guidelines.
 - ii. Request appropriate funding.
 - iii. Regularly make recommendations for changes and updates consistent with the goals of the TBP and the criteria for Employee Benefit

- Committee activities.
- iv. Communicate package details with employees and retirees as needed and if applicable.
- c. Executive (Department Head), Deputy, Managerial and Supervisory employees.
 - i. Adhere to the guidelines provided in policy and procedure.
 - ii. Provide feedback and recommendations for changes which may enhance the overall efficiency and effectiveness of the TBP and accomplishment of the TBP goals.
 - iii. Provide oversight and accountability for employees and their use of benefits provided to maintain service delivery and continuity of services at required and expected levels.
 - iv. Make prudent decisions regarding exceptions to advance notice requirement.
- d. Employees.
 - i. Provide timely notification regarding use of benefits provided in this TBP as required.
 - ii. Exercise careful, judicious, and responsible use of benefits which does not adversely impact the City's obligation to maintain service delivery and continuity of services at required and expected levels.
 - iii. Request all types of time off at least 48 hours in advance whenever possible. Exceptions to advance notice may be made occasionally in the event service delivery and continuity of services is not affected and in the case of illness or emergency.

8. PROCEDURES

- a. Time Off.
 - i. Time Off Bank (TOB).
 - (1) The City of West Allis offers a time off package which requires employees to carefully, judiciously, and responsibly plan their time away from work and maximize the time spent at work.
 - (2) TOB may be used for vacation, personal time, illness, health care appointments, or time off to care for others.
 - (3) The use of time off, including any and all increments, is approved at the sole discretion of the Department Head.
 - (4) Time off must be scheduled and approved by the Department Head or designee, in advance, except in the case of illness or emergency.
 - (5) Time Off shall be taken in increments consistent with Policy #1205 – Payroll & Time Records.
 - (6) The TOB does not include scheduled holidays; holidays are administered through Policy #1412 - Holidays.
 - (7) Elected Officials do not have a TOB.
 - (8) Time off is allocated to employees in paid status based on years of service (exceptions only in the case of employment

contract, hiring agreement, employee recognition program, performance management system, and lateral benefit considerations), based on the following schedules for regular full-time equivalent (1.0 FTE) employees:

Years of Service	Hours Per Month/Max Days per Year	TOB Max
Less than 5 years	16.67 hours/25 days	200 hours/25 days
5-10 years	20.00 hours/30 days	240 hours/30 days
10-25 years	23.33 hours/35 days	280 hours/35 days
25 years and over	26.67 hours/40 days	320 hours/40 days

Those employees holding a budgeted position of less than full-time shall have their time off hours prorated according to actual FTE.

- (9) Time off used in any calendar year shall not exceed the maximum hours allocated plus any hours awarded as part of a monthly recognition, a performance management program, or an attendance incentive.
- (10) Time off shall not be used to extend employment. (See section 8(a)(xii) for exceptions for employees who convert to the TBP.)
- (11) Time off is earned monthly and will be posted to an employee's TOB the first pay period following the end of the month in which the time off was earned.
- (12) Employees must be in ~~paid status (utilizing their TOB, bereavement leave, compensatory time, holiday, extended sick leave, or a combination of such) for the entire month to receive the time off allocation.~~ a paid status for the entire month to receive the time off allocation. "Paid status" in this paragraph includes use of the TOB or compensatory time off; holiday, bereavement or extended sick leave; unpaid FMLA leave; or any combination thereof.
- (13) Upon voluntary separation from employment, for which proper notice has been given, (14 days of notice for all employees, ~~except as follows~~ 30 days for employees in deputy, managerial or supervisory positions; and 60 days for

department heads, or as outlined in employment agreements) or in the case of an employee's death, the unused TOB balance up to the employee's current TOB maximum will be paid out.

(14) In the case of involuntary separation, employees will not be paid out for the unused TOB balance.

- ii. Extended Sick Leave Bank (ESLB). An ESLB will be available for all employees with the opportunity to reach a balance of up to 720 hours. Use of time in the ESLB shall be limited to FMLA eligible events for the employee and their family members subject to the provisions of FMLA regulations in 8(c)(ix). Employees may choose to convert up to 200 hours annually from their TOB into the ESLB subject to the established guidelines.
- iii. Negative Balance in the TOB. ~~F~~Full-time employees may, upon approval of the department head, use borrow up to 40 hours of time off ~~in advance of earning Time Off and it's~~ before it is earned and credited to the TOB. Upon ~~termination~~ separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck. Employees with ~~a~~ budgeted positions of less than full-time may ~~use borrow~~ hours prorated according to their FTE.
- iv. Lateral Service Credit.
 - (1) New employees (or existing employees who convert to the TBP) with experience relevant to their position with the City may be placed in a higher level 'years of service bank' that recognizes their previous relevant experience on a 2 for 1 basis with a 20 year maximum recognition (10 year "bump").
 - (2) Decisions regarding relevant experience and the lateral service credit will be made by the Department Head, the Human Resources Director, and the City Administrator.
 - (3) Employees awarded this credit will remain in this higher level until they work the requisite number of years to earn additional credit as outlined in the tables above, per their actual years of service with the City of West Allis.
 - (4) If a vacation adjustment had previously been awarded for relevant experience during an employee's tenure with the City of West Allis, and is more beneficial to the employee, he/she shall be afforded the additional time off awarded to him/her until the years of service with the City of West Allis matches the credit. At such time, time off will then be awarded consistent with the table above.
- v. Advanced Notice Required/Attendance Incentive. At least 48 hours' notice/request is required for employees to use time off except in the case of illness, injury or emergency. Employees who have two (2) or less unplanned events in a calendar year will receive additional hours

of time off (eight (8) hours for full-time employees and prorated based on FTE for part-time employees). This additional time off is available for use in the calendar year following the year it was earned.

Employees who have multiple unplanned events per calendar year may be subject to discipline.

- vi. Holidays. Holidays will be awarded consistent with Policy #1412 – Holidays, with the exception of random holidays which shall not be awarded to employees who are part of the TBP as these hours are already included in their TOB.
- vii. Bereavement Leave. Paid Bereavement leave is provided for employees who are in paid status consistent with the following – Up to 10 days off for the death of a legally recognized spouse, child (adult or minor); Up to 5 days for the death of a brother, sister, mother, father; includes step and in law relationships for all listed relatives. Time off must be taken within six (6) months from date of death and documentation must be provided consistent with established guidelines.
- viii. Jury Duty.
 - (1) Leave of absence for jury duty will be granted to City employees.
 - (2) An employee who receives notice of jury duty must notify his or her supervisor as soon as possible so that any necessary workplace arrangements may be made.
 - (3) An eligible employee will receive his or her regular, straight time wage for serving on jury duty provided that payment received for jury duty, less any travel allowance, is turned in to the City Treasurer's Office.
 - (4) An employee who works second or third shift and who serves a full day of jury duty shall not report for work either the night before jury duty or the night after jury duty (one or the other); said time to be determined in advance by the employee's supervisor.
 - (5) An employee on jury duty shall work his or her scheduled hours when not required to physically report for jury duty, when not assigned to a case, when the jury is not convened, etc.
 - (6) An employee shall notify his or her supervisor when he or she is released early from jury duty and the supervisor will determine whether the employee should report to work for the remainder of his or her shift, or, in the case of a second or third shift employee, for his or her entire next shift. If a second or third shift employee is able to work his or her normal shift (i.e. does not miss work because of jury duty), he or she shall keep the partial day of jury pay.

- (7) No overtime hours shall be incurred as a result of an employee's jury duty service. Hours served on jury duty shall not count as hours worked for the City for overtime pay purposes (e.g. if an employee serves eight hours on jury duty and then works for the City later in the day on an emergency callback, the employee may receive any applicable premium pay for the callback but shall otherwise be paid at straight time for those hours worked).

ix. Voluntary Unpaid Time Off.

- (1) An employee requesting voluntary time off shall make the request per established guidelines.
- (2) The form shall be submitted to the employee's Department Head or designee for review.
- (3) If approved by the Department Head or designee, the form will be submitted to the Human Resources Director, and Finance Director for review.
- (4) If denied, the Department Head or designee shall advise the employee in person and by providing the original form listing the basis for denial. A copy of the form shall be submitted to Human Resources Department for inclusion in the employee's personnel file.
- (5) All leave in an employee's TOB must be exhausted in order for the employee to qualify for Voluntary Unpaid Time Off.
- (6) The maximum number of hours of voluntary time off an individual may request is forty (40) hours (one week) per calendar year. Part-time employees will have voluntary time off prorated based on FTE (full time equivalent); for example, a 0.5 FTE may receive up to twenty (20) hours per calendar year.
- (7) Any changes to approved voluntary time off must be resubmitted under these same procedures.
- (8) Voluntary time off shall be recorded on time records by using the abbreviation "VT".
- (9) The Human Resources Department will prepare reports summarizing the voluntary time off usage when requested.
- (10) In granting such voluntary time off, no overtime work shall be allowed to result for any other employee.
- (11) Voluntary time off shall in no way be considered an entitlement, related to any contract, rule, policy or procedure.
- (12) Voluntary time off may be cancelled by the Department Head.

x. Armed Services Training and Military Leave.

- (1) General Policies.
 - (A) Employees of the City, who are now or hereafter become members of a uniformed service, shall be

granted leaves of absence during any period of active or inactive training or duty in such service.

- (B) Employees, except temporary employees as defined in the Reinstatement Section below, taking leave for military service have a right to be reemployed upon their return provided the employees:
 - (a) Give the City advance written or verbal notice of their service and submit appropriate documentation, unless giving such notice is impossible, unreasonable, or precluded by military necessity;
 - (b) Have five years or less of cumulative service in the uniformed services while with the City. Note: service during a declared national emergency and annual training in the Guard or Reserves is not counted toward the five-year cap;
 - (c) Return to work or apply for reemployment in a timely manner after conclusion of service; and,
 - (d) Have not been separated from service with a disqualifying discharge or under other than honorable conditions.
- (C) Except as set forth in Reserve or National Guard Section below, employees shall not be entitled to any wages while absent for military service. For a period of up to forty-five (45) consecutive days said employees shall be entitled to all other benefits of City employment. Employees on military leave may, but cannot be required to, use their TOB. [Employees are entitled to the rights and benefits that the City provides to other employees who are on leave of absence with similar seniority, status and pay.] Should an employee opt not to use previously accrued paid leave, the time off shall be documented as unpaid Military Leave (coded as “VM” for City timekeeping purposes).
- (D) Health Insurance. Employees called up to active military service beyond the forty-five (45) days referenced in 8(a)(x)(B)(c), directly above, shall be provided health insurance coverage in accordance with the provisions this policy.
- (E) Pension Benefits. For Wisconsin Retirement System (WRS) purposes, an employee leaving their job to

perform military service is placed on unpaid military leave of absence. Neither the City nor the employee is required to make WRS contributions during the employee's military leave of absence. The City will make applicable employer-required contributions upon the employee's return from active military duty and reemployment with the City. Once an employee who is responsible for making the WRS employee-required contributions is no longer on active military duty and is reemployed with the City, the employee may choose whether they will make up none, some or all of the missed WRS employee required contributions. Any "make up" contributions shall be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service, or; (2) five years. The City shall make employer-required contributions to match the contributions made by the employee. The City will also fund any additional obligations, including interest that would have accrued on the employee- and employer-required contributions, once those contributions are made. Once the employee returns to work with the City, the City will submit the USERRA Certification form (ET-4560) with a copy of the employee's DD-214 or, if the employee did not receive a DD-214, based on the employee's length of military service, submit the employee's military orders.

(2) Active Duty.

(A) Reinstatement. Employees, other than temporary employees who hold brief or non-recurrent positions and who have no reasonable expectation that their employment will continue indefinitely or for a significant period of time, are entitled to reemployment rights following uniformed service. Upon completion and release from active duty under honorable conditions, an employee shall be reinstated into the position held at the time of taking such leave of absence, with the same seniority, pay, status, and benefit rights they would have had if they had worked continuously, or to a position of like seniority, status, pay, benefits and salary advancement; provided however, that he or she is still qualified to perform the duties of his or her position or similar position. If he or she is not so qualified, he

or she shall be employed in such position for which he or she shall be qualified at seniority, status, pay, benefits and salary advancement of the position held at the time of taking such leave. Any person occupying a probationary status upon commencing military leave shall revert to such status upon reinstatement. The positions of employees on military leave shall not be filled, except by appointment through the certification of the persons next eligible. The persons appointed to fill such positions during the absence of employees on military leave shall, upon the latter's' reinstatement, be transferred to similar positions, if one is available, or if not, their name shall be placed on the appropriate reinstatement lists in accordance with City policies, rules or regulations.

- (B) Application for Reemployment. For leaves of more than 180 days, employees must apply for reemployment within ninety (90) days of discharge from the military. For leaves of 31 to 180 days, employees must apply for reemployment within fourteen (14) days of discharge. For leaves of less than 31 days, employees must apply for reemployment the next full workday plus 8 hours for safe travel. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.
- (C) Nothing contained herein shall be construed as limiting the authority of the City to require a person to provide proof of discharge under honorable conditions or any other pertinent administrative data.

(3) Reserve or National Guard Training.

- (A) Pay for Training. Employees of the City, other than persons filling temporary appointments as described in the active duty reinstatement section above, who are required to attend training as members of the military service shall receive up to ten (10) days of pay per calendar year while attending said training. The first ten (10) days of leave taken will be applied in the sequential date order the leave is used within the calendar year. Employees' pay for the period of such leave, including travel time, shall be the difference between their salary or wages (without

overtime), and basic military pay, if the military pay is the lesser. In the event the military pay meets or exceeds the employee's pay for the period of such leave, then no payment for salary or wages will be paid to the employee from the City. The Finance Director/Comptroller shall require the persons to furnish proof as to the number of days spent in active duty training, including travel time, and as to the amount of basic military pay by certified copy of the employees' orders, or in such other form as the Finance Director/Comptroller may in their judgment deem acceptable, within 30 calendar days of reemployment. No adjustment in employees' total annual salary shall be made on account of the provisions of this section in reporting to the state retirement fund or group insurance board.

- (B) Employees shall not be entitled to any wages for any period of time beyond ten (10) days, but shall otherwise be entitled to all other benefits of City employment up to a period of forty-five (45) consecutive days.

xi. Donation of Time Off.

(1) General Policies.

- (A) A qualified absence shall include, but will not be limited to, an absence for medical and/or other catastrophic emergency needs of the employee or the employee's immediate family members, as defined by the Family and Medical Leave Act, or in the aftermath of a family member's death.
- (B) The recipient of the donated hours shall use the hours to extend paid leave time. The recipient, under no circumstances, shall be paid cash for the hours donated.
- (C) *Hours listed will be prorated based on FTE.
- (D) An employee wishing to donate vacation or random holiday time hours shall state their intention per established guidelines. The maximum number of hours donated by an individual shall be 24 hours.*
- (E) The number of hours donated to one employee for his/her use shall be up to 120 hours*. The City Administrator may grant an exception of up to an additional 40 hours.*
- (F) The application and use of the donated time in the case of death shall be limited to the relationships listed in the bereavement leave section and up to six

(6) months after the date of death.

- (G) No employee may donate more than 40+ hours of combined time for all employees per calendar year.
- (H) If the employee donating hours is paid at an hourly rate different from the recipient, the donation of hours shall be on an hour-for-hour basis without calculation of dollars between the accrual amounts of either the donating and/or receiving employee(s). Recipient employees shall be paid at their regular wage rate.

(I) Donation transfer shall not result in overtime for the recipient.

(J) Any donated time not used by the recipient for the purpose of the request shall be credited back to the donor.

(2) Requests for Donation of Time.

(A) Qualifying Employee and Eligibility: An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater is eligible upon date of hire.

(B) An employee wishing to request donation of time must first exhaust all TOB time and compensatory time.

(C) The requestor shall state his/her intention in writing to the Human Resources Division. The request shall include whether or not the employee wishes to see exceptions as contained in sections 8(a)(xi)(1)(E). and (F).

xii. Existing Employees Conversion to the TBP.

(1) Time Off Bank (TOB).

(A) Employees who have accrued vacation available at time of conversion shall have said hours placed in their TOB.

(B) Beginning January 1, 2019, all time off will be posted in an employee's TOB on a monthly basis, with the award of time occurring in the month after it is earned.

(C) Employees whose vacation was previously allocated based on anniversary date shall receive their prorated vacation in their TOB during January 2019 or the month they convert to the TBP, and will begin earning the monthly allotment in the following month.

(D) For the first three calendar years of existing employees' participation in the TBP, they will be allowed to exceed the TOB maximum balance and

will be allowed to use more than the maximum allowed usage but in the case of voluntary separation no more than the TOB maximum shall be paid out.

(2) Extended Sick Leave Bank (ESLB).

(A) For employees who previously accrued 15 days of sick leave per year (Sickness Disability Program B): Up to a maximum of 720 hours will be transferred from the employee's accrued sick leave to the ESLB. No credit or compensation will be awarded for hours in excess of 720 hours.

(B) For employees with the Long Term Sick Leave Policy (Sickness Disability Program A): Up to 720 hours will be placed in the ESLB. Employees who have utilized time off in the past three years will have the hours initially credited reduced based on the following: Average hours used in last three years X.35; $720 - (\text{average hours used} \times .35) = \text{amount allocated to ESLB}$.

(3) Negative Balance in the TOB. For the first calendar year of existing employees' participation in the TBP, exceptions to allow more than the 40 hour negative balance in the TOB may be made by the City Administrator based on special or unusual circumstances. Upon ~~termination~~separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck.

b. Other Benefits.

i. Long Term Disability Insurance (LTDI).

- (1) Regular full-time and regular part-time employees holding a budgeted position of 0.5 FTE or greater, will be eligible for long-term disability insurance.
- (2) Coverage will be provided at 66 2/3% of the employee's pay for injuries or illnesses after a ninety (90)-calendar day waiting period.
- (3) The carrier must deem an employee's leave eligible. (If not eligible, the employee's circumstances may allow use of any combination of hours from the TOB, ESLB, negative TOB, and Voluntary Unpaid Time Off per policy.)
- (4) The City shall pay the full cost of the premium.
- (5) Long-term disability insurance is effective on the first of the month after ninety (90) (uninterrupted) calendar days of employment.

ii. Vision Insurance.

- (1) Group vision insurance may be made available to employees.

- (2) If offered, employees may select a plan from those made available.
- (3) If offered and elected, employees shall pay one hundred percent (100%) of the premium.

iii. Tuition Reimbursement.

- (1) An employee shall be eligible for the Tuition Reimbursement Program upon completion of probation.
- (2) Employees must be in paid status* while attending the program for which they are receiving reimbursement and current employment performance must be at “performing” level to qualify for tuition reimbursement. (*Exceptions may be made by the Human Resources Director and City Administrator for those employees on LDTL.)
- (3) Eligible employees must remain employed with the City for six (6) months following completion of the approved program. If an employee resigns, retires or is involuntarily terminated prior to six (6) months, the employee shall repay the City the amount of the tuition reimbursement monies paid. The reimbursement will be subtracted from the final paycheck if funds are available or otherwise collected from the employee.
- (4) Qualified employees shall receive 50% reimbursement from the City, up to \$1,500 per year, with a maximum lifetime benefit of \$4,500 per employee. This amount is prorated based on budgeted FTE.
- (5) Reimbursement may be awarded for certificates, conferences, seminars, academic degrees involving subjects that will support the employee’s development in their current position or other positions with the City of West Allis.
- (6) Attendance for certificate programs, conferences, or seminars may occur during the employee’s regular work hours subject to approval by the employee’s Department Head and the City Administrator.
- (7) Attendance in classes relating to the pursuit of an academic degree may in no case occur during the employee’s regular work hours; however, hours may be adjusted if the operations of the department and employee’s job allow.
- (8) Employees must receive advance approval from both their Department Head and the Human Resources Director utilizing the Tuition Reimbursement Request Form as established.
- (9) In the case of courses toward an academic degree, a grade of a “C” or equivalent is required. For other attendance, employees must provide documentation of successful

completion of the course. All documentation must be submitted within 30 days of completion to be eligible for reimbursement. Reimbursement will not be provided for programs not successfully completed.

- (10) A Department Head may require an employee who receives Tuition Reimbursement to submit a report regarding the program for which the tuition reimbursement was received.
- (11) An employee must immediately notify their Department Head and Human Resources if he/she cease to be enrolled in the program for which the Tuition Reimbursement was approved.
- (12) Tuition Reimbursement does not apply to programs or training that are required or sponsored by the City.
- (13) The City will not pay Tuition Reimbursement that is paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other subsidies.
- (14) Requests for Tuition Reimbursement will be considered within the limitations of budgetary constraints of the City.

iv. Tuition Repayment.

- (1) An employee will be eligible for Tuition Repayment upon completion of probation.
- (2) Full-time employees who have student loans made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of that Act, and the loans are not in deferment, may receive \$75 per month or \$900 per year with a \$2,700 maximum lifetime benefit per employee.
- (3) Loans must be for the employee's education only.
- (4) Guidelines shall be set for effective administration.
- (5) Availability of Tuition Repayment is contingent upon budgetary capacity, and shall be based on seniority.

v. Other Voluntary Benefit Programs. Other Voluntary Benefit Programs such as employee assistance, deferred compensation, and health savings accounts shall be administered consistent with Policy #1483 – Voluntary Benefit Programs.

vi. Life Insurance.

- (1) Eligibility and Enrollment.
 - (A) Employee eligibility and enrollment shall be in accordance with the Department of Employee Trust Funds' (ETF) WI Public Employers Group Life Insurance Program.
- (2) Program Benefits.

- (A) Basic Coverage in the amount of an employee's prior year's annual earnings adjusted to the next highest one thousand dollars (\$1,000). The Basic Coverage is paid in full by the City.
 - (B) Supplemental Coverage equal to one (1) times an employee's Basic Coverage.
 - (C) Supplemental Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
 - (D) Additional Coverage equal to one (1), two (2) or three (3) times an employee's Basic Coverage. Additional Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
 - (E) Spouse/Domestic Partner and/or Dependent Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
 - (F) Additional benefits are available (such as Accidental Death/Dismemberment/Loss of Use Coverage, Living Benefits in cases of terminal illness, waiver of premiums during periods of total disability, and retired employees coverage) as provided by ETF's WI Public Employers Group Life Insurance Program.
- vii. Wisconsin Retirement System (WRS) Pension. The City of West Allis participates in the Wisconsin Retirement System. Employees are eligible for participation in WRS consistent with State law, WRS policies and contribution requirements.
- c. Health and Dental Insurance – Active Employees. It is the policy of the City to provide health and dental insurance coverage for its active employees. The City's health and dental insurance programs offer coverage to said qualified employees and their dependents.
 - i. COBRA: Under Federal law, if group health and/or dental benefits end due to a "qualifying event", a participating plan member may elect coverage under the plan provided they are not: (a) entitled to Medicare or (b) covered under another group plan (Medicaid/Title 19 included) that does not have a pre-existing exclusion or limitation affecting them. The individual has the right to elect coverage under the plan for up to 18, 29 or 36 months depending on the qualifying event. The Human Resources Department is responsible for administering COBRA benefits.
 - ii. Privacy Rules (Health Insurance Portability and Accountability Act [HIPAA]; Protected Health Information [PHI]).
 - (1) Privacy Rules require the City of West Allis, as a group health

plan, a health care provider, and a plan sponsor with access to protected health information, to comply with various administrative requirements contained within the Privacy Rules.

- (2) Policy #1472 HIPAA Privacy Rules addresses compliance with the administrative requirements mandated by the Privacy Rules.

iii. Initial Eligibility and Effective Date of Coverage.

- (1) Employees become eligible for Health and Dental Insurance on the first day of the month following 30 days of employment.
- (2) Department Heads, with the approval of the Human Resources Director, Finance Director/Comptroller/City Treasurer, and City Administrator, may make exceptions to the provisions contained herein for significant recruitment/hiring reasons. However, no exceptions to the benefits provided to retirees will be permitted.

iv. Enrollment.

- (1) An employee who chooses to participate in the City's Health or Dental Insurance Programs shall enroll upon their initial eligibility and/or during the City's annual Open Enrollment.
- (2) Enrollment at any other time is only permitted within 30 days of a change in City employment status or due to a qualifying event (i.e. loss of other coverage).

v. Change of Status.

- (1) Any change in status (e.g., marriage, birth, or adoption of a child, military reinstatement, dependent eligibility reinstatement, etc.) is effective upon the date of the qualifying event if notification and proper paperwork are received by the Human Resources Department within 30 days of the event.
- (2) The City Administrator may extend the 30-day reporting requirement to within 60 days of the event.
- (3) Any request for a change of status beyond 60 days after the event shall be directed to the Common Council.
- (4) The City Administrator and the Common Council may require the employee to pay any costs incurred by the City due to failure to report within 30 days of the event prior to allowing the change in status.
- (5) The employee shall retroactively pay any premium share due prior to acceptance of the change in status.

vi. One-Plan Per Family Rule. An employee who is married to another employee or retiree of the City shall enroll in only one City-sponsored health and/or dental plan.

vii. Subrogation. In the event the City makes any payment of medical

- expenses pursuant to the terms of any health insurance program, the City shall be subrogated to all the employee's/insured's rights of recovery therefore against any third party or his/her insurer for such payment pursuant to Section 2.76(13) of the Revised Municipal Code.
- viii. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within the plan year as needed.

ix. Family and Medical Leave Act (FMLA).

(1) General Information and Policy.

- (A) The Family and Medical Leave Acts provide eligible employees with up to 12 workweeks of unpaid protected leave each year for specified family and medical reasons and up to 26 workweeks to care for a covered service member. The eligibility and entitlements are defined differently under federal and state law.
- (B) Federal Family and Medical Leave Act of 1993. The 2009 and 2010 National Defense Authorization Acts as they relate to military family leave (including the Department of Labor's Final Rule, effective January 16, 2009, which provides updates to the regulations and incorporates military family leave requirements). The June 22, 2010, U.S. Department of Labor's administrative interpretation clarifying the definition of "son or daughter" of the "in loco parentis" doctrine. The March 27, 2015, U.S. Department of Labor's revised definition of "spouse".
- (C) Wisconsin Family and Medical Leave Act (Section 103.10 Wis. Stats.; Chapter DWD 225 Wisconsin Administrative Code).
- (D) It is the policy of the City of West Allis to grant up to twelve (12) weeks of family and medical leave during any calendar year to eligible employees, in accordance with the federal and Wisconsin Family and Medical Leave Acts (FMLA) and to grant up to twenty-six (26) weeks of military caregiver leave during any single 12-month period in accordance with the federal Family Medical Leave Act as amended by the National Defense Authorization Act. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy.

(2) Eligibility.

- (A) Federal – Employees are entitled to FMLA benefits if

they have been employed by the City for at least 12-months (not necessarily consecutive) and have worked at least 1,250 hours during the 12-months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility.

- (B) State – Employees are entitled to FMLA benefits if they have been employed by the City for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave.

(3) Qualifying Event and Amount of Leave.

(A) Birth or Adoption.

- (a) Eligible employees may take up to a total of twelve 12 workweeks of unpaid FMLA leave in a calendar year for the following qualifying events:

1. The birth or placement of a child for adoption or, under the federal FMLA, for foster care or a child of a person standing in loco parentis.
2. State law provides for up to six (6) workweeks of unpaid leave for any one child.
3. Federal law requires that leave conclude within 12 months after the birth.

(B) Family Care Leave.

- (a) To care for the employee's spouse, child, or parent with a serious health condition. The Wisconsin FMLA includes caring for a spouse's parent, a domestic partner and a domestic partner's parent. The federal FMLA includes standing "in loco parentis" to a child.

- (b) State law provides eligible employees up to 2 workweeks of family care leave.

(C) Employee's Own Serious Health Condition.

- (a) For the employee's own serious health condition that renders the employee unable to perform his/her job.

- (b) State law provides eligible employees up to 2 workweeks of FMLA medical leave.

(D) Federal FMLA - Armed Forces or Military Leave.

- (a) Under the federal FMLA, if the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child in the armed forces (including members of the National Guard or Military Reserves) has been deployed or called to active military duty in a foreign country.
- (4) Military Caregiver Leave.
 - (A) An eligible employee who is the spouse, parent, child, or next of kin of a current member of the armed forces/covered service member (including the regular armed forces, the National Guard and the Reserves), or a veteran who served in the military within the preceding 5 years and whose discharge was not dishonorable, who was injured while on active duty, or whose pre-existing injury or illness was aggravated by service on active duty, may be eligible for up to 26 workweeks of federal FMLA leave in a single 12-month period to care for the service member/veteran who is undergoing medical treatment, recuperation, or therapy for a serious service-related injury or illness, or a service-related aggravation of a pre-existing injury or illness, incurred while in the line of duty. Leave to care for an injured or ill service member/veteran, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.
- (5) Leave qualifying for both Wisconsin and federal FMLA leave (including military caregiver leave) will count against the employee's entitlement under both laws and will run concurrently. When the reasons(s) for qualified leave differ, the leave may not run concurrently under state and federal law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed. FMLA leave will run concurrently with qualified sick leave. Qualified leave taken under Worker's Compensation will run concurrently with federal FMLA leave and, at the employee's request, with Wisconsin FMLA leave.
- (6) Under the federal FMLA, spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-

law) who has a serious health condition. For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 workweeks of leave in a single 12-month period.

(7) Non-Continuous or Intermittent Leave.

(A) Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:

- (a) When it is medically necessary to care for a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) with a serious health condition or because of the employee's serious health condition; or
- (b) To care for a newborn, adopted or foster child; or
- (c) For military caregiver leave. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the City; such leave must be completed within the 12-month period beginning on the date of birth or placement of the child. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

(B) When scheduling intermittent or reduced schedule leave, employees must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

(C) The employee may not take, or be required to take,

more leave than medically necessary to address the circumstances that caused the need for the leave.

(8) Payments on FMLA.

(A) In general, both Wisconsin and federal FMLA leaves are unpaid. Under the federal FMLA, the City may require employees, or employees may choose, to substitute paid leave for which they are eligible (such as vacation days, personal leave or compensatory time) for unpaid leave. Under the Wisconsin FMLA, employees may choose to substitute available accrued leave for unpaid leave. Any such substituted leave will run concurrently with FMLA leave.

(B) An employee who is taking leave because of the employee's own serious health condition, the serious health condition of a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA), for a qualifying exigency, or for the birth, adoption or foster care of a child (and has exhausted all applicable sick leave benefits) must use all paid vacation, random or compensatory time as part of such leave and take the remainder of the entitlement as unpaid leave.

(C) The City will require that any leave provided by a City collective bargaining agreement be substituted for federal FMLA leave.

(D) As with all leaves of absence, no employee may pursue or engage in employment when on FMLA leave.

(9) FMLA notice and how to apply for FMLA leave.

(A) When an employee calls in seeking time off for the employee's illness/injury or a family member's (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) illness/injury, in order to constitute FMLA notice, thereby triggering the City's duty to treat the absence as a potential FMLA absence, the employee must provide sufficient information to their supervisor to make the City aware of the possible need for FMLA leave and the anticipated timing and duration of the leave. Upon being made aware of an employee's possible need/qualification for FMLA leave, the supervisor shall so notify the Human Resources Director (HR Director).

- (B) When leave is foreseeable, the employee must submit a Family and Medical Leave Employee Request form (“request form”) to the HR Director at least 30 days in advance of the leave or, when foreseeable but less than 30 days in advance, as soon as practicable. When the need for leave is not foreseeable, the employee must notify the HR Director and thereafter submit the request form as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, it is considered practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the City’s usual and customary notice requirements applicable to that employee for such leave. Failure to give timely notice and/or submit the request form may result in the delay or denial of FMLA leave and may subject the employee to discipline under City policies.
- (C) If the leave is for a family member’s (including a domestic partner and a domestic partner’s parent under the Wisconsin FMLA) or the employee’s serious health condition, or to care for a covered service member, the employee must submit a medical certification form from the employee’s or the family member’s health care provider within 15 days. If the leave is for a qualifying exigency, the employee must submit a certification form to support the request for such leave within 15 days. The employee must provide a complete and sufficient certification. If the employee receives written notification that the certification is incomplete and/or insufficient, the employee shall have seven days to cure the identified deficiencies. If an employee does not provide the required certification by the designated deadlines, or if the City determines that an employee’s absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted a non-FMLA leave of absence.
- (D) Second or third opinions at the City’s expense and periodic re-certifications at the employee’s expense may be required under certain circumstances. The

City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

(E) Forms are available through the Human Resources Department.

(a) Family and Medical Leave Employee Request Form

(b) Health Care Provider FMLA Certification

(c) Certification of Qualifying Exigency for Military Family Leave

(d) Certification for Serious Injury or Illness of Covered Service member – for Military Family Leave

(e) Domestic Partner Certification Form

(f) In Loco Parentis Certification Form

(10) Health Insurance Benefits.

(A) Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a schedule established by the City.

(B) The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

(C) The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

(11) Other Benefits.

(A) Benefits that accrue based upon hours worked shall accrue during the period of FMLA leave in accordance with the provisions contained in the City Ordinances, Policies and Procedures, and Rules and Regulations that address the accrual of such benefits.. Qualified FMLA leave will not be counted as an

absence under the City's attendance policy. Employees taking FMLA leave will be treated in the same manner as employees taking non-FMLA leave with respect to the administration of attendance reward programs and any rewards based on attendance (e.g. if an employee who uses paid vacation leave for a non-FMLA purpose would receive the payment, then the employee who uses paid vacation leave for an FMLA-protected purpose would also receive the payment).

- (B) Other City benefits (e.g. life insurance coverage) may be continued during periods of unpaid FMLA leave, and arrangements should be made for the employee's portion of the payments with the Finance Department.

(12) Worker's Compensation and Light Duty.

- (A) Federal FMLA leave may run concurrent with Worker's Compensation, as may Wisconsin FMLA leave upon the employee's request, provided that the injury meets the criteria for a "serious health condition," as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.
- (B) If an employee accepts a light duty assignment while on Worker's Compensation, or while recovering from a serious health condition, that time may not count against the employee's family or medical leave entitlement. An employee who voluntarily accepts a light duty assignment does not waive the right to job restoration; however, the employee's right to job restoration ceases at the end of the FMLA calendar year. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their Worker's Compensation benefits.

(13) Fitness for Duty and Return to Work.

- (A) An employee returning from FMLA leave for his or her own serious health condition must provide a "Fitness for Duty" statement signed by their treating physician. An employee who fails to provide a Fitness for Duty statement will be prohibited from returning to work until it is provided. Failure to

provide a Fitness for Duty statement may result in discipline up to and including termination. Upon return from FMLA leave, an employee shall be restored to their original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee may not be restored to their original or equivalent position if they are unable to perform the essential functions of their job because of a mental or physical condition.

(14) Complaint Procedure. An employee who believes their FMLA rights have been violated should contact the Human Resources Director and attempt to resolve the matter internally. However, if the matter is not resolved within a reasonable period of time after contacting the Human Resources Director, the employee may file a complaint with the Wisconsin Equal Rights Division (Wisconsin FMLA), the U.S. Department of Labor (federal FMLA), or may bring a private lawsuit against the City.

(15) Definitions.

(A) Child – Biological, adopted, or foster child, stepchild (including, under federal FMLA law, an employee's stepchild that is the child of the employee's same-sex or common law spouse), legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing "in loco parentis," who is under 18 years of age or, under the Wisconsin FLMA a child who is 18 years of age or older and cannot care for himself or herself because of a serious health condition, or under the Federal FMLA who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

(B) Domestic Partner – The Wisconsin FMLA provides certain benefits to employees with a registered or unregistered domestic partner.

(a) Registered domestic partners (registered with the Register of Deeds in their county of residence) must demonstrate/attest: 1) Each individual is at least 18 years old and capable of consenting to the domestic partnership; 2) Neither individual is married or in a domestic partnership with another individual; 3) The two individuals share a common residence;

- 4) The two individuals are not nearer kin than second cousins; and 5) The individuals are the same gender.
- (b) Unregistered domestic partners must demonstrate/attest: 1) Each individual is at least 18 years old and otherwise competent to enter into a contract; 2) Neither individual is married or in a domestic partnership with another individual; 3) They share a common residence; 4) They are not related by blood in any way that would prohibit marriage under Wisconsin law; 5) They consider themselves to be members of each other's immediate family; and 6) They agree to be responsible for each other's basic living expenses.
- (C) Health Care Provider - Under the federal FMLA, a doctor of medicine, doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, and Christian Science Practitioner. Under the Wisconsin FMLA, a person described under section 146.81 (1) Wis. Stats., excluding a person described under s. 146.81 (1) (hp).
- (D) Incapable of Self-Care - The individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (e.g. grooming, hygiene, bathing, dressing, eating) or instrumental activities of daily living (e.g. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).
- (E) In Loco Parentis - Under federal law, a person who has put himself or herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption. It embodies the two (2) ideas of assuming the parental status and discharging the parental duties. Either day-to-day care or financial support may establish an in loco parentis relationship where the employee intends to assume the responsibilities of a parent with regard to a child.
- (F) Next of Kin - A covered service member's "next of

kin” is the service member’s nearest blood relative, other than the covered servicemen’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA, in which case the designated individual shall be deemed to be the covered service member’s next of kin.

- (G) Parent - Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee (and of an employee’s spouse or domestic partner under the Wisconsin FMLA). Under the federal FMLA, “parent” includes an individual who provided day-to-day care to the employee when the employee was a child. Under federal FMLA, the same-sex spouse of an employee’s parent is included regardless of that individual’s parental status or whether s/he provided day-to-day care or financial support for the employee as a child.
- (H) Qualifying Exigency - Qualifying exigencies, for purposes of the federal FMLA, include:
 - (a) Short-notice Deployment: Addresses issues that arise when a covered military member is notified of an impending call or order, and deployment is within seven days of notification. Leave is limited to seven calendar days beginning the date the covered military member is notified of an impending call or order to active duty.
 - (b) Military Events and Related Activities Associated with the Call or Order to Active Duty: Attending official ceremonies, programs or events sponsored by the military; and attending family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
 - (c) Childcare and School Activities: Arranging

alternative childcare when the order/call to active duty necessitates a change in the existing childcare arrangement; providing childcare on an urgent, immediate need basis (but not on a routine, regular or everyday basis); enrolling in or transferring a child to a new school or day care facility as necessary; and attending meetings with staff at a school or day care when meetings are necessary due to circumstances arising out of the call or order to active duty (e.g. disciplinary meetings, parent-teacher conferences, school counselors). This provision applies to children of the covered military member under age 18 or over 18 if incapable of self-care because of physical or mental disability at the time the FMLA leave commences.

- (d) Financial and Legal Arrangements: Making and updating financial and legal arrangements to address the covered military member's absence (e.g. preparing financial and health care powers of attorney, transferring bank account signature authority, enrolling in Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will); acting as the covered military member's representative before federal, state or local agencies for purposes of obtaining, arranging or appealing military benefits.
- (e) Counseling: Attending counseling, provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member. A "child" is the covered military member's own child under age 18 or over 18 if incapable of self-care because of a physical or mental disability.
- (f) Rest and Recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment. The

employee may take up to 15 calendar days of leave to match the military member's Rest and Recuperation Leave Orders for each instance of rest and recuperation leave the covered military member receives.

- (g) Post-deployment Activities: Attending welcome home ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status; and addressing issues arising out of the death of a covered military member while on active duty.
- (h) Parental Care: Leave may be taken to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an urgent, immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility (e.g. meeting with hospice or social service providers).
- (i) Additional Activities: Includes events which arise out of the covered military member's active duty or call to active duty status, provided the City and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.
- (j) Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:
 - 1. inpatient care in a hospital, hospice or residential medical care facility; or
 - 2. under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider); or

3. under the federal FMLA, continuing treatment by a health care provider including any one or more of the following:
4. A period of incapacity of more than three (3) consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
 1. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider. (Note: Under the above two bullet points, the employee's treatment must be an in-person visit to a health care provider and the first [or only] visit must take place within seven days of the first day of incapacity).
5. any period of incapacity due to pregnancy or for prenatal care;
6. chronic conditions requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may

cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);

7. permanent/long term conditions requiring supervision for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease);
8. multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis). Examples of a serious health condition include, but are not limited to, heart attacks or other serious heart conditions, most cancers, strokes, appendicitis, pneumonia, and ongoing pregnancy and prenatal care.

(I) Single 12-Month Period – The “single 12-month period” for purposes of military caregiver leave is a period that commences on the date an employee first takes leave to care for a covered service member with a serious injury or illness and ends 12 months after that date. This is a different period than the calendar year that is used by the City to determine an employee's other FMLA leave entitlements (e.g. referenced in section 8(c)(ix) of this Policy).

(J) Spouse – Under the federal FMLA, effective March 27, 2015, “spouse” is defined to include employees in same-sex marriages and common-law marriages entered into in a state where those statuses are legally recognized or entered into, validly, outside of the United States if they could have entered into in at least one state, regardless of the state in which the employee currently works or resides. Under the Wisconsin FMLA “spouse” means an employee's legal husband or wife

- (K) Workweek – The employee’s usual or normal schedule (hours/days per week) prior to the start of FMLA leave.
- x. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered.
- xi. Medicare Advantage or Medicare Supplemental Program, if offered.
 - (1) Medicare eligible active employees and their Medicare eligible spouses may elect to forgo the active employee health plan and choose to participate in the Medicare Advantage or Medicare Supplemental Program bearing 100% of the premiums and costs.
- xii. Monthly Premium Share.
 - (1) Dental Insurance.
 - (A) The City may pay the monthly premium on behalf of a full-time employee (1.0 FTE).
 - (B) The monthly premium for part-time employees is prorated based on FTE.
 - (C) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
 - (2) Health Insurance.
 - (A) The City pays the monthly health insurance premium less the employee’s monthly premium share as set forth by the Common Council or according to any applicable collective bargaining agreement. The monthly premium for part-time employees is prorated based on FTE.
 - (B) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
 - (3) Elected Officials.
 - (A) Mayor. The mayor shall pay a prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.
 - (B) Alderpersons. Effective with the Terms of Elected Office which commence in 2020 and subsequent years:
 - (a) Except as stated below, alderpersons who choose to participate in Health and/or Dental Insurance shall pay the full premium (100%).
 - (b) Alderpersons who have served continuously in that position since 2008 and choose to participate in Health and/or Dental Insurance

shall pay prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.

- (C) Municipal Judge. Notwithstanding the FTE categorization of the municipal judge for any other purpose, the municipal judge shall pay a premium share equivalent to a full-time employee as defined in the annual budget document and/or by ordinance.
- (4) Retirement.
 - (A) Dental Insurance coverage is not included in the City's retirement package; however, dental COBRA coverage will be offered as applicable.
 - (B) If the City provides a retiree health care option, it is administered consistent with 8.0 (4) Retiree Health Plan.
- (5) Surviving Spouse of a Deceased Active Employee.
 - (A) The City will provide health insurance coverage to the surviving spouse and eligible dependents of an active City employee who dies while in the service of the City, provided the employee has completed twenty (20) full-time years¹ of service, under the following provisions:
 - (a) For the surviving spouse and eligible dependents of a deceased active employee who has not attained retirement age per the State of Wisconsin's (WI) Department of Employee Trust Fund's (ETF) – Wisconsin Retirement System's (WRS) Death Benefits regulations, the City will pay 50% of the monthly premium for ten (10) years or until the surviving spouse is employed by another employer providing health insurance coverage or remarries, whichever occurs first.
 - (b) In the event the surviving spouse or dependent is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease and continuation coverage (COBRA) will be offered.
 - (B) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease

and continuation coverage (COBRA) will be offered; the surviving spouse and/or eligible dependent(s) are subject to paying the full monthly premium per COBRA regulations.

- (C) If the deceased employee was of retirement age per WI ETF-WRS's Death Benefits regulations and considered eligible to receive a WRS retirement annuity per ETF's requirements, the surviving spouse and eligible dependents would qualify for retiree health insurance benefits for a maximum of ten (10) years or when the spouse becomes eligible for Medicaid/Title 19/Medicare Parts A and/or B or upon attaining Medicare age, whichever comes first.

(6) Military Leave Benefit Continuation.

- (A) Health insurance benefits shall be implemented in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal, state, or local laws.
- (B) In addition to such, the City will provide continuation of health insurance benefits for an employee who is called up to active military service, his/her spouse, and any eligible dependents, beyond the forty-five (45) days, as if he/she were an active employee; for such continuation of health insurance benefits, the employee, spouse, and/or dependents will be required to pay the applicable monthly premium share in accordance with City policies and procedures.
- (C) Extended health insurance coverage shall continue during the entire period of active military service call up and shall cease upon the employee's failure to return to employment following release from active duty. Coordination of benefits shall occur with any military health insurance coverage, and any military or other federal health insurance benefits or services shall be primary.

d. Retiree Health Plan.

- i. Eligibility. A retired employee is eligible for either a single (employee only), couple (employee plus spouse or employee plus one dependent), or family (employee plus spouse and one or more dependents OR employee plus two or more dependents) plan the first of the month following their date of retirement as approved by the WI ETF-WRS as long as the WRS retirement annuity (age limits

dependent upon employee classification as defined by WRS) is effective upon the retirement date and he/she has twenty (20)² years of continuous employment with the City of West Allis.

- ii. Duration. The City will cease to provide health insurance to any covered member included in the retiree's plan upon that individual's Medicaid/Title 19/Medicare Parts A and/or B eligibility or upon attaining Medicare age or up to a maximum of ten (10) years of coverage following retirement, whichever event occurs first.
- iii. All other covered members shall remain participants in the City's retiree health insurance program for up to a maximum of ten (10) years following the retiree's retirement or until a subsequent qualifying event occurs that would otherwise terminate their coverage, whichever comes first. See (N) for additional information.

iv. Coverage at the time of and throughout Retirement.

- (1) A retiree will be placed in the same plan type they had in place at the time of retirement (single, couple, family); however, retirees may later choose a single plan over a couple or family plan; or a couple plan over a family plan.
- (2) Addition of dependents or spouse during retirement prohibited.

- (A) A retiree with single coverage cannot change to any other type of coverage.
- (B) A retiree with couple coverage (employee plus spouse) cannot add a new spouse or dependent if they divorce or if their spouse dies; if this occurs, coverage will be adjusted to a single plan.
- (C) A retiree with couple coverage (employee plus dependent) cannot add a new dependent or a spouse if the original dependent is removed from coverage; coverage will be adjusted to a single plan in the event the couple coverage was for an employee plus dependent.
- (D) A retiree with family coverage is not able to add new family members (that is, if they have or adopt a child or remarry, the new child and/or spouse cannot be added); coverage will be adjusted to a couple plan once eligible dependents are no longer eligible.

v. Continuous Participation Required.

- (1) If a retiring employee does not wish to participate in the retiree health insurance program at the time of retirement, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.
- (2) If a spouse/eligible dependent is removed from coverage, they

permanently lose their ability to participate in the City's retiree health insurance program.

- (3) If a retiree cancels coverage at any time, for any reason, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.

vi. Timely Enrollment.

- (1) A retiree who chooses to participate in the City's retiree health insurance program shall enroll upon their initial eligibility and, thereafter, must re-enroll annually during the City's annual Health Insurance Open Enrollment.
- (2) Failure to timely enroll or re-enroll will result in loss of insurance coverage.

vii. Change of Status.

- (1) A change in status is effective upon the date of the qualifying event (e.g., eligibility for other health care coverage, death of a spouse, remarriage of a deceased retiree's spouse, divorce, legal separation, Medicaid/Title 19/Medicare Parts A and/or B eligibility, attaining Medicare age, dependent no longer qualifies for health coverage, etc.) if notification and proper paperwork is received by the Human Resources Department within 30 days of the event.
- (2) Qualifying event changes are administered in accordance with City policy.
- (3) Failure to provide notification for change of status within 30 days of the event may result in a loss of coverage and/or reimbursement for premiums and services as applicable.

viii. Monthly Premium Share.

- (1) Retiring employees who were hired on or after November 1, 2018:
 - (A) Retiree will pay a percentage of the premium as established annually by the Common Council. (The minimum percentage paid by the retiree shall be 50%.)
- (2) Retiring employees who converted to the TBP:
 - (A) Upon retirement, a retiree who retires with a balance of 680 hours or more in their ESLB will pay the same monthly premium share as active employees for 36 full months immediately following retirement provided they are not eligible for Medicare. After such time they shall pay in accordance with b. or c. below. (If the retiree is Medicare eligible and the retiree's spouse is not, the spouse will be eligible to pay the same monthly premium share as active employees for 36 full months immediately following

the retiree's retirement or until the spouse becomes Medicare eligible, whichever occurs first.)

(B) Upon retirement (or after the time period provided in a. expires), a retiree pays 20% of the monthly premium if eligible for post Medicare insurance at the time of conversion to the TBP.

(C) Upon retirement (or after the time period provided in a. expires), a retiree who was not eligible for post Medicare insurance at the time of conversion to the TBP pays 35% of the monthly premium.

(3) Upon retirement, a part-time employee's monthly premium and premium share obligation is prorated based on the averaged FTE hours they actually worked over the most recent twenty (20)³ years prior to retirement.

ix. Participation Administration.

(1) An annual premium rate notification is prepared by the City's Finance Department and is distributed during the City's annual Insurance Open Enrollment period for those retirees participating in the City's retiree health insurance program.

(2) A retiree is required to participate in automatic withdrawal (ACH) of retiree insurance premiums from a savings or checking account, prepayment of an entire year of premium payments, or some other payment method that meets with the approval of the Finance Director/Comptroller/City Treasurer and City Attorney. When not prepaid, payments are due by the 10th of the month for the following month's coverage and will be drawn from the respective bank account on the 10th of the month (or prior to such date if the 10th falls on a weekend or holiday). Failure to participate in an automatic withdrawal, prepay for an entire year, or make other mutually agreeable payment method shall constitute grounds for sanctions under Section 9.

(3) Protective Service Employees Only--Per the federal Pension Protection Act of 2006, a protective service employee may elect to have health insurance premiums deducted directly from their Wisconsin Retirement System monthly annuity payment if he/she retired at normal retirement age. The Act contains a provision permitting eligible individuals to exclude up to \$3,000 for qualified health insurance premiums paid by the retiree from their gross taxable income each year, as long as the premiums are deducted from their retirement benefit.

x. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within

the plan year as needed.

- xi. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered (see section 8(c)(i)). Health Insurance coverage may be available to the surviving spouse of a deceased retired employee (see Section 8(d)(xiv) below).
- xii. Surviving Spouse and/or Dependents of Deceased Retired Employee.
 - (1) The benefits provided in Section 8(c)(xii)(5)(C) shall apply to the surviving spouse and/or dependents of a deceased retired employee who was participating in the City's retiree health insurance program upon death.
 - (2) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.
 - (3) In the event a surviving spouse of a retiree is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.
- xiii. Disability Retirement.
 - (1) An employee who qualifies for a disability retirement under the WI ETF-WRS is eligible to participate in the City's retiree health insurance program if, within ten (10) calendar days from the date a health care provider determines the employee is permanently and totally disabled, or will never return to duty within the City of West Allis service, the employee makes application for disability retirement benefits under the WI ETF-WRS, provided he or she is otherwise eligible for such benefits. Said participation shall be in accordance with the following provisions:
 - (A) Duration provided in 8(d)(iii).
 - (B) Monthly Premium Share outlined in 8(d)(ix).
- xiv. Medicare Advantage or Medicare Supplemental Program, if offered.
 - (1) Retirees and their eligible dependents may choose to participate bearing 100% of the premiums and costs if transitioning from an active City plan to the then current Medicare Advantage or Medicare Supplemental Plan.

9. Sanctions.

Anyone who provides false, fraudulent, incomplete or untimely information or who fails to make complete and timely premium payments, may face legal action, reductions or denials of benefits, loss of continuation rights, and/or other action, up to and including termination of coverage and/or disciplinary action.

¹ Fifteen (15) years of continuous full-time service for those existing employees who choose to convert to the TBP. A part-time employee's service shall be prorated based on the employee's averaged FTE actually worked over the last twenty (20) or fifteen (15) years of service.

² Fifteen (15) years for employees who choose to convert to the TBP

³ Fifteen (15) years for employees who choose to convert to the TBP.

Effective Date: 10/2/18

Revision Date: 11/19/19

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0373**

**RESOLUTION TO AMEND POLICY NO. 1410 RELATING TO TIME OFF
ALLOCATION ACCRUAL AND NEGATIVE BALANCES.**

WHEREAS, It is necessary to amend Policy No. 1410 to clarify provisions relating to permitting the accrual of time off allocations when on unpaid leave under FMLA;

WHEREAS, It is necessary to further amend Policy No. 1410 to establish that department head approval is first required whenever borrowing any time off allocation before it is earned, and to clarify provisions relating to repayment at the time of separation of employment of any time off borrowed;

NOW THEREFORE, Be it ordained by the Common Council of the City of West Allis, in the State of Wisconsin, as follows: Policy No. 1410, Total Benefit Package, is adopted as presented.

SECTION 1: AMENDMENT “1410 Total Benefit Package (TBP)” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

A M E N D M E N T

1410 Total Benefit Package (TBP)

1. PURPOSE

To describe the policies and procedures of the City of West Allis in regard to the Total Benefit Package (TBP) for employees.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis departments, boards, commissions, non-represented regularly appointed employees and part-time appointed employees holding a minimum of a 0.5 full-time equivalent (FTE) budgeted position (except rehired City of West Allis retirees who are not eligible to participate in the City’s active employee health and dental insurance programs), and Elected Officials.

3. ELIGIBILITY/EFFECTIVE DATE

- a. New Employees hired on and after November 1, 2018.
- b. Existing Employees who have selected the TBP; effective date January 1, 2019.
- c. Elected Officials – Terms of elective office which commence in 2019/2020.
- d. Members of the Police and Fire Department who change from sworn represented to sworn non-represented positions (selection of the TBP must take place within 30 days of appointment to non-represented position and will be effective on the date of the employee’s appointment to the position).

4. POLICY

It is the policy of the City to provide benefits for its regularly appointed active

employees holding a minimum of a 0.5 FTE budgeted position.

5. REFERENCES

- a. Uniformed Services Employment and
- b. Reemployment Rights Act (USERRA)
- c. Wis. Stats. Sections 321.63, 321.64, and 321.65.
- d. City of West Allis Revised Municipal Code
 - i. Section 2.76, 4.10 and 5.126
- e. City of West Allis Policies and Procedures
 - i. #1205 - Payroll and Time Records
 - ii. #1412 - Holidays
 - iii. #1413 - Health and Dental Insurance – Legacy Plan
 - iv. #1448 - Family and Medical Leave Act
 - v. #1466 - Donation of Time
 - vi. #1469 - Voluntary Time Off
 - vii. #1472 - HIPAA Privacy Rules
 - viii. #1483 - Voluntary Benefit Programs

6. GOALS OF THE TOTAL BENEFIT PACKAGE (TBP)

- a. Achieve a competitive Advantage in Recruiting and Retention
- b. Reduce the City's OPEB Liability
- c. Mitigate health care cost increases to contribute to the long term financial sustainability for the City's taxpayers
- d. Meet needs of a diverse workforce
- e. Reward desired behavior (accountability) with extra time off (more equitable to those that come to work every day)
- f. Does not challenge employees' integrity
- g. Reduce Sick Leave Abuse
- h. Ease of Administration
 - i. Employer Scheduling/Predictability (reduce unscheduled absences)
 - j. Employee Flexibility and Privacy
- k. Elimination of awkward City accrual system for time off (on books before earned/pay back if not fully earned/end of employment payout calculations)
- l. Employees more engaged at work since they can take off when needed for personal reasons

7. RESPONSIBILITIES

- a. Mayor and Common Council.
 - i. Ensure funding within the City's limited resources and state-imposed expenditure requirements.
- b. City Administrator, Human Resources and Finance Departments.
 - i. Ensure that the policy is administered consistent with other City policies, procedures, and applicable laws and guidelines.
 - ii. Request appropriate funding.
 - iii. Regularly make recommendations for changes and updates consistent with the goals of the TBP and the criteria for Employee Benefit Committee activities.
 - iv. Communicate package details with employees and retirees as needed and if applicable.

- c. Executive (Department Head), Deputy, Managerial and Supervisory employees.
 - i. Adhere to the guidelines provided in policy and procedure.
 - ii. Provide feedback and recommendations for changes which may enhance the overall efficiency and effectiveness of the TBP and accomplishment of the TBP goals.
 - iii. Provide oversight and accountability for employees and their use of benefits provided to maintain service delivery and continuity of services at required and expected levels.
 - iv. Make prudent decisions regarding exceptions to advance notice requirement.
- d. Employees.
 - i. Provide timely notification regarding use of benefits provided in this TBP as required.
 - ii. Exercise careful, judicious, and responsible use of benefits which does not adversely impact the City's obligation to maintain service delivery and continuity of services at required and expected levels.
 - iii. Request all types of time off at least 48 hours in advance whenever possible. Exceptions to advance notice may be made occasionally in the event service delivery and continuity of services is not affected and in the case of illness or emergency.

8. PROCEDURES

- a. Time Off.
 - i. Time Off Bank (TOB).
 - (1) The City of West Allis offers a time off package which requires employees to carefully, judiciously, and responsibly plan their time away from work and maximize the time spent at work.
 - (2) TOB may be used for vacation, personal time, illness, health care appointments, or time off to care for others.
 - (3) The use of time off, including any and all increments, is approved at the sole discretion of the Department Head.
 - (4) Time off must be scheduled and approved by the Department Head or designee, in advance, except in the case of illness or emergency.
 - (5) Time Off shall be taken in increments consistent with Policy #1205 – Payroll & Time Records.
 - (6) The TOB does not include scheduled holidays; holidays are administered through Policy #1412 - Holidays.
 - (7) Elected Officials do not have a TOB.
 - (8) Time off is allocated to employees in paid status based on years of service (exceptions only in the case of employment contract, hiring agreement, employee recognition program, performance management system, and lateral benefit considerations), based on the following schedules

for regular full-time equivalent (1.0 FTE) employees:

Years of Service	Hours Per Month/Max Days per Year	TOB Max
Less than 5 years	16.67 hours/25 days	200 hours/25 days
5-10 years	20.00 hours/30 days	240 hours/30 days
10-25 years	23.33 hours/35 days	280 hours/35 days
25 years and over	26.67 hours/40 days	320 hours/40 days

Those employees holding a budgeted position of less than full-time shall have their time off hours prorated according to actual FTE.

- (9) Time off used in any calendar year shall not exceed the maximum hours allocated plus any hours awarded as part of a monthly recognition, a performance management program, or an attendance incentive.
- (10) Time off shall not be used to extend employment. (See section 8(a)(xii) for exceptions for employees who convert to the TBP.)
- (11) Time off is earned monthly and will be posted to an employee's TOB the first pay period following the end of the month in which the time off was earned.
- (12) Employees must be in ~~paid status (utilizing their TOB, bereavement leave, compensatory time, holiday, extended sick leave, or a combination of such) for the entire month to receive the time off allocation.~~ a paid status for the entire month to receive the time off allocation. "Paid status" in this paragraph includes use of the TOB or compensatory time off; holiday, bereavement or extended sick leave; unpaid FMLA leave; or any combination thereof.
- (13) Upon voluntary separation from employment, for which proper notice has been given, (14 days of notice for all employees, ~~except as follows~~ 30 days for employees in deputy, managerial or supervisory positions; and 60 days for department heads, or as outlined in employment agreements) or in the case of an employee's death, the unused TOB balance up to the employee's current TOB maximum will be paid out.

- (14) In the case of involuntary separation, employees will not be paid out for the unused TOB balance.
- ii. Extended Sick Leave Bank (ESLB). An ESLB will be available for all employees with the opportunity to reach a balance of up to 720 hours. Use of time in the ESLB shall be limited to FMLA eligible events for the employee and their family members subject to the provisions of FMLA regulations in 8(c)(ix). Employees may choose to convert up to 200 hours annually from their TOB into the ESLB subject to the established guidelines.
 - iii. Negative Balance in the TOB. ~~F~~Full-time employees may, upon approval of the department head, use borrow up to 40 hours of time off ~~in advance of earning Time Off and it's~~ before it is earned and credited to the TOB. Upon ~~termination~~ separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck. Employees with ~~a~~ budgeted positions of less than full-time may ~~use~~ borrow hours prorated according to their FTE.
 - iv. Lateral Service Credit.
 - (1) New employees (or existing employees who convert to the TBP) with experience relevant to their position with the City may be placed in a higher level 'years of service bank' that recognizes their previous relevant experience on a 2 for 1 basis with a 20 year maximum recognition (10 year "bump").
 - (2) Decisions regarding relevant experience and the lateral service credit will be made by the Department Head, the Human Resources Director, and the City Administrator.
 - (3) Employees awarded this credit will remain in this higher level until they work the requisite number of years to earn additional credit as outlined in the tables above, per their actual years of service with the City of West Allis.
 - (4) If a vacation adjustment had previously been awarded for relevant experience during an employee's tenure with the City of West Allis, and is more beneficial to the employee, he/she shall be afforded the additional time off awarded to him/her until the years of service with the City of West Allis matches the credit. At such time, time off will then be awarded consistent with the table above.
 - v. Advanced Notice Required/Attendance Incentive. At least 48 hours' notice/request is required for employees to use time off except in the case of illness, injury or emergency. Employees who have two (2) or less unplanned events in a calendar year will receive additional hours of time off (eight (8) hours for full-time employees and prorated based on FTE for part-time employees). This additional time off is available for use in the calendar year following the year it was earned. Employees who have multiple unplanned events per calendar year

may be subject to discipline.

- vi. Holidays. Holidays will be awarded consistent with Policy #1412 – Holidays, with the exception of random holidays which shall not be awarded to employees who are part of the TBP as these hours are already included in their TOB.
- vii. Bereavement Leave. Paid Bereavement leave is provided for employees who are in paid status consistent with the following – Up to 10 days off for the death of a legally recognized spouse, child (adult or minor); Up to 5 days for the death of a brother, sister, mother, father; includes step and in law relationships for all listed relatives. Time off must be taken within six (6) months from date of death and documentation must be provided consistent with established guidelines.
- viii. Jury Duty.
 - (1) Leave of absence for jury duty will be granted to City employees.
 - (2) An employee who receives notice of jury duty must notify his or her supervisor as soon as possible so that any necessary workplace arrangements may be made.
 - (3) An eligible employee will receive his or her regular, straight time wage for serving on jury duty provided that payment received for jury duty, less any travel allowance, is turned in to the City Treasurer's Office.
 - (4) An employee who works second or third shift and who serves a full day of jury duty shall not report for work either the night before jury duty or the night after jury duty (one or the other); said time to be determined in advance by the employee's supervisor.
 - (5) An employee on jury duty shall work his or her scheduled hours when not required to physically report for jury duty, when not assigned to a case, when the jury is not convened, etc.
 - (6) An employee shall notify his or her supervisor when he or she is released early from jury duty and the supervisor will determine whether the employee should report to work for the remainder of his or her shift, or, in the case of a second or third shift employee, for his or her entire next shift. If a second or third shift employee is able to work his or her normal shift (i.e. does not miss work because of jury duty), he or she shall keep the partial day of jury pay.
 - (7) No overtime hours shall be incurred as a result of an employee's jury duty service. Hours served on jury duty shall not count as hours worked for the City for overtime pay purposes (e.g. if an employee serves eight hours on jury duty and then works for the City later in the day on an emergency callback, the employee may receive any applicable premium

pay for the callback but shall otherwise be paid at straight time for those hours worked).

ix. Voluntary Unpaid Time Off.

- (1) An employee requesting voluntary time off shall make the request per established guidelines.
- (2) The form shall be submitted to the employee's Department Head or designee for review.
- (3) If approved by the Department Head or designee, the form will be submitted to the Human Resources Director, and Finance Director for review.
- (4) If denied, the Department Head or designee shall advise the employee in person and by providing the original form listing the basis for denial. A copy of the form shall be submitted to Human Resources Department for inclusion in the employee's personnel file.
- (5) All leave in an employee's TOB must be exhausted in order for the employee to qualify for Voluntary Unpaid Time Off.
- (6) The maximum number of hours of voluntary time off an individual may request is forty (40) hours (one week) per calendar year. Part-time employees will have voluntary time off prorated based on FTE (full time equivalent); for example, a 0.5 FTE may receive up to twenty (20) hours per calendar year.
- (7) Any changes to approved voluntary time off must be resubmitted under these same procedures.
- (8) Voluntary time off shall be recorded on time records by using the abbreviation "VT".
- (9) The Human Resources Department will prepare reports summarizing the voluntary time off usage when requested.
- (10) In granting such voluntary time off, no overtime work shall be allowed to result for any other employee.
- (11) Voluntary time off shall in no way be considered an entitlement, related to any contract, rule, policy or procedure.
- (12) Voluntary time off may be cancelled by the Department Head.

x. Armed Services Training and Military Leave.

(1) General Policies.

- (A) Employees of the City, who are now or hereafter become members of a uniformed service, shall be granted leaves of absence during any period of active or inactive training or duty in such service.
- (B) Employees, except temporary employees as defined in the Reinstatement Section below, taking leave for military service have a right to be reemployed upon their return provided the employees:

- (a) Give the City advance written or verbal notice of their service and submit appropriate documentation, unless giving such notice is impossible, unreasonable, or precluded by military necessity;
 - (b) Have five years or less of cumulative service in the uniformed services while with the City.
Note: service during a declared national emergency and annual training in the Guard or Reserves is not counted toward the five-year cap;
 - (c) Return to work or apply for reemployment in a timely manner after conclusion of service; and,
 - (d) Have not been separated from service with a disqualifying discharge or under other than honorable conditions.
- (C) Except as set forth in Reserve or National Guard Section below, employees shall not be entitled to any wages while absent for military service. For a period of up to forty-five (45) consecutive days said employees shall be entitled to all other benefits of City employment. Employees on military leave may, but cannot be required to, use their TOB. [Employees are entitled to the rights and benefits that the City provides to other employees who are on leave of absence with similar seniority, status and pay.] Should an employee opt not to use previously accrued paid leave, the time off shall be documented as unpaid Military Leave (coded as “VM” for City timekeeping purposes).
- (D) Health Insurance. Employees called up to active military service beyond the forty-five (45) days referenced in 8(a)(x)(B)(c), directly above, shall be provided health insurance coverage in accordance with the provisions this policy.
- (E) Pension Benefits. For Wisconsin Retirement System (WRS) purposes, an employee leaving their job to perform military service is placed on unpaid military leave of absence. Neither the City nor the employee is required to make WRS contributions during the employee’s military leave of absence. The City will make applicable employer-required contributions upon the employee’s return from active military duty and reemployment with the City. Once an employee

who is responsible for making the WRS employee-required contributions is no longer on active military duty and is reemployed with the City, the employee may choose whether they will make up none, some or all of the missed WRS employee required contributions. Any “make up” contributions shall be made beginning with the date of reemployment and ending on the earlier of: (1) three times the period of military service, or; (2) five years. The City shall make employer-required contributions to match the contributions made by the employee. The City will also fund any additional obligations, including interest that would have accrued on the employee- and employer-required contributions, once those contributions are made. Once the employee returns to work with the City, the City will submit the USERRA Certification form (ET-4560) with a copy of the employee’s DD-214 or, if the employee did not receive a DD-214, based on the employee’s length of military service, submit the employee’s military orders.

(2) Active Duty.

- (A) Reinstatement. Employees, other than temporary employees who hold brief or non-recurrent positions and who have no reasonable expectation that their employment will continue indefinitely or for a significant period of time, are entitled to reemployment rights following uniformed service. Upon completion and release from active duty under honorable conditions, an employee shall be reinstated into the position held at the time of taking such leave of absence, with the same seniority, pay, status, and benefit rights they would have had if they had worked continuously, or to a position of like seniority, status, pay, benefits and salary advancement; provided however, that he or she is still qualified to perform the duties of his or her position or similar position. If he or she is not so qualified, he or she shall be employed in such position for which he or she shall be qualified at seniority, status, pay, benefits and salary advancement of the position held at the time of taking such leave. Any person occupying a probationary status upon commencing military leave shall revert to such status upon reinstatement. The positions of employees on military leave shall not be filled, except by appointment

through the certification of the persons next eligible. The persons appointed to fill such positions during the absence of employees on military leave shall, upon the latter's reinstatement, be transferred to similar positions, if one is available, or if not, their name shall be placed on the appropriate reinstatement lists in accordance with City policies, rules or regulations.

- (B) Application for Reemployment. For leaves of more than 180 days, employees must apply for reemployment within ninety (90) days of discharge from the military. For leaves of 31 to 180 days, employees must apply for reemployment within fourteen (14) days of discharge. For leaves of less than 31 days, employees must apply for reemployment the next full workday plus 8 hours for safe travel. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.
 - (C) Nothing contained herein shall be construed as limiting the authority of the City to require a person to provide proof of discharge under honorable conditions or any other pertinent administrative data.
- (3) Reserve or National Guard Training.
- (A) Pay for Training. Employees of the City, other than persons filling temporary appointments as described in the active duty reinstatement section above, who are required to attend training as members of the military service shall receive up to ten (10) days of pay per calendar year while attending said training. The first ten (10) days of leave taken will be applied in the sequential date order the leave is used within the calendar year. Employees' pay for the period of such leave, including travel time, shall be the difference between their salary or wages (without overtime), and basic military pay, if the military pay is the lesser. In the event the military pay meets or exceeds the employee's pay for the period of such leave, then no payment for salary or wages will be paid to the employee from the City. The Finance Director/Comptroller shall require the persons to furnish proof as to the number of days spent in active duty training, including travel time, and as to the amount of basic military pay by certified copy of the employees' orders, or in such other form as the

Finance Director/Comptroller may in their judgment deem acceptable, within 30 calendar days of reemployment. No adjustment in employees' total annual salary shall be made on account of the provisions of this section in reporting to the state retirement fund or group insurance board.

- (B) Employees shall not be entitled to any wages for any period of time beyond ten (10) days, but shall otherwise be entitled to all other benefits of City employment up to a period of forty-five (45) consecutive days.

xi. Donation of Time Off.

(1) General Policies.

- (A) A qualified absence shall include, but will not be limited to, an absence for medical and/or other catastrophic emergency needs of the employee or the employee's immediate family members, as defined by the Family and Medical Leave Act, or in the aftermath of a family member's death.
- (B) The recipient of the donated hours shall use the hours to extend paid leave time. The recipient, under no circumstances, shall be paid cash for the hours donated.
- (C) *Hours listed will be prorated based on FTE.
- (D) An employee wishing to donate vacation or random holiday time hours shall state their intention per established guidelines. The maximum number of hours donated by an individual shall be 24 hours.*
- (E) The number of hours donated to one employee for his/her use shall be up to 120 hours*. The City Administrator may grant an exception of up to an additional 40 hours.*
- (F) The application and use of the donated time in the case of death shall be limited to the relationships listed in the bereavement leave section and up to six (6) months after the date of death.
- (G) No employee may donate more than 40+ hours of combined time for all employees per calendar year.
- (H) If the employee donating hours is paid at an hourly rate different from the recipient, the donation of hours shall be on an hour-for-hour basis without calculation of dollars between the accrual amounts of either the donating and/or receiving employee(s). Recipient employees shall be paid at their regular wage rate.
- (I) Donation transfer shall not result in overtime for the

recipient.

- (J) Any donated time not used by the recipient for the purpose of the request shall be credited back to the donor.

(2) Requests for Donation of Time.

- (A) Qualifying Employee and Eligibility: An employee holding a budgeted position of 0.5 FTE (full time equivalent) or greater is eligible upon date of hire.
- (B) An employee wishing to request donation of time must first exhaust all TOB time and compensatory time.
- (C) The requestor shall state his/her intention in writing to the Human Resources Division. The request shall include whether or not the employee wishes to see exceptions as contained in sections 8(a)(xi)(1)(E). and (F).

xii. Existing Employees Conversion to the TBP.

(1) Time Off Bank (TOB).

- (A) Employees who have accrued vacation available at time of conversion shall have said hours placed in their TOB.
- (B) Beginning January 1, 2019, all time off will be posted in an employee's TOB on a monthly basis, with the award of time occurring in the month after it is earned.
- (C) Employees whose vacation was previously allocated based on anniversary date shall receive their prorated vacation in their TOB during January 2019 or the month they convert to the TBP, and will begin earning the monthly allotment in the following month.
- (D) For the first three calendar years of existing employees' participation in the TBP, they will be allowed to exceed the TOB maximum balance and will be allowed to use more than the maximum allowed usage but in the case of voluntary separation no more than the TOB maximum shall be paid out.

(2) Extended Sick Leave Bank (ESLB).

- (A) For employees who previously accrued 15 days of sick leave per year (Sickness Disability Program B): Up to a maximum of 720 hours will be transferred from the employee's accrued sick leave to the ESLB. No credit or compensation will be awarded for hours in excess of 720 hours.
- (B) For employees with the Long Term Sick Leave

Policy (Sickness Disability Program A): Up to 720 hours will be placed in the ESLB. Employees who have utilized time off in the past three years will have the hours initially credited reduced based on the following: Average hours used in last three years X.35; $720 - (\text{average hours used} \times .35) = \text{amount allocated to ESLB}$.

- (3) Negative Balance in the TOB. For the first calendar year of existing employees' participation in the TBP, exceptions to allow more than the 40 hour negative balance in the TOB may be made by the City Administrator based on special or unusual circumstances. Upon ~~termination~~separation of employment, any negative balance will be deducted from the final paycheck or billed to the employee if sufficient funds are not available on the final paycheck.

b. Other Benefits.

i. Long Term Disability Insurance (LTDI).

- (1) Regular full-time and regular part-time employees holding a budgeted position of 0.5 FTE or greater, will be eligible for long-term disability insurance.
- (2) Coverage will be provided at 66 2/3% of the employee's pay for injuries or illnesses after a ninety (90)-calendar day waiting period.
- (3) The carrier must deem an employee's leave eligible. (If not eligible, the employee's circumstances may allow use of any combination of hours from the TOB, ESLB, negative TOB, and Voluntary Unpaid Time Off per policy.)
- (4) The City shall pay the full cost of the premium.
- (5) Long-term disability insurance is effective on the first of the month after ninety (90) (uninterrupted) calendar days of employment.

ii. Vision Insurance.

- (1) Group vision insurance may be made available to employees.
- (2) If offered, employees may select a plan from those made available.
- (3) If offered and elected, employees shall pay one hundred percent (100%) of the premium.

iii. Tuition Reimbursement.

- (1) An employee shall be eligible for the Tuition Reimbursement Program upon completion of probation.
- (2) Employees must be in paid status* while attending the program for which they are receiving reimbursement and current employment performance must be at "performing" level to qualify for tuition reimbursement. (*Exceptions may be made by the Human Resources Director and City Administrator for those employees on LDTI.)

- (3) Eligible employees must remain employed with the City for six (6) months following completion of the approved program. If an employee resigns, retires or is involuntarily terminated prior to six (6) months, the employee shall repay the City the amount of the tuition reimbursement monies paid. The reimbursement will be subtracted from the final paycheck if funds are available or otherwise collected from the employee.
- (4) Qualified employees shall receive 50% reimbursement from the City, up to \$1,500 per year, with a maximum lifetime benefit of \$4,500 per employee. This amount is prorated based on budgeted FTE.
- (5) Reimbursement may be awarded for certificates, conferences, seminars, academic degrees involving subjects that will support the employee's development in their current position or other positions with the City of West Allis.
- (6) Attendance for certificate programs, conferences, or seminars may occur during the employee's regular work hours subject to approval by the employee's Department Head and the City Administrator.
- (7) Attendance in classes relating to the pursuit of an academic degree may in no case occur during the employee's regular work hours; however, hours may be adjusted if the operations of the department and employee's job allow.
- (8) Employees must receive advance approval from both their Department Head and the Human Resources Director utilizing the Tuition Reimbursement Request Form as established.
- (9) In the case of courses toward an academic degree, a grade of a "C" or equivalent is required. For other attendance, employees must provide documentation of successful completion of the course. All documentation must be submitted within 30 days of completion to be eligible for reimbursement. Reimbursement will not be provided for programs not successfully completed.
- (10) A Department Head may require an employee who receives Tuition Reimbursement to submit a report regarding the program for which the tuition reimbursement was received.
- (11) An employee must immediately notify their Department Head and Human Resources if he/she cease to be enrolled in the program for which the Tuition Reimbursement was approved.
- (12) Tuition Reimbursement does not apply to programs or training that are required or sponsored by the City.
- (13) The City will not pay Tuition Reimbursement that is paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other

subsidies.

- (14) Requests for Tuition Reimbursement will be considered within the limitations of budgetary constraints of the City.

iv. Tuition Repayment.

- (1) An employee will be eligible for Tuition Repayment upon completion of probation.
- (2) Full-time employees who have student loans made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of that Act, and the loans are not in deferment, may receive \$75 per month or \$900 per year with a \$2,700 maximum lifetime benefit per employee.
- (3) Loans must be for the employee's education only.
- (4) Guidelines shall be set for effective administration.
- (5) Availability of Tuition Repayment is contingent upon budgetary capacity, and shall be based on seniority.

v. Other Voluntary Benefit Programs. Other Voluntary Benefit Programs such as employee assistance, deferred compensation, and health savings accounts shall be administered consistent with Policy #1483 – Voluntary Benefit Programs.

vi. Life Insurance.

- (1) Eligibility and Enrollment.
 - (A) Employee eligibility and enrollment shall be in accordance with the Department of Employee Trust Funds' (ETF) WI Public Employers Group Life Insurance Program.
- (2) Program Benefits.
 - (A) Basic Coverage in the amount of an employee's prior year's annual earnings adjusted to the next highest one thousand dollars (\$1,000). The Basic Coverage is paid in full by the City.
 - (B) Supplemental Coverage equal to one (1) times an employee's Basic Coverage.
 - (C) Supplemental Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
 - (D) Additional Coverage equal to one (1), two (2) or three (3) times an employee's Basic Coverage. Additional Coverage is an optional election paid in full by the employee through an after-tax payroll deduction.
 - (E) Spouse/Domestic Partner and/or Dependent Coverage is an optional election paid in full by the

employee through an after-tax payroll deduction.

- (F) Additional benefits are available (such as Accidental Death/Dismemberment/Loss of Use Coverage, Living Benefits in cases of terminal illness, waiver of premiums during periods of total disability, and retired employees coverage) as provided by ETF's WI Public Employers Group Life Insurance Program.

- vii. Wisconsin Retirement System (WRS) Pension. The City of West Allis participates in the Wisconsin Retirement System. Employees are eligible for participation in WRS consistent with State law, WRS policies and contribution requirements.
- c. Health and Dental Insurance – Active Employees. It is the policy of the City to provide health and dental insurance coverage for its active employees. The City's health and dental insurance programs offer coverage to said qualified employees and their dependents.
 - i. COBRA: Under Federal law, if group health and/or dental benefits end due to a "qualifying event", a participating plan member may elect coverage under the plan provided they are not: (a) entitled to Medicare or (b) covered under another group plan (Medicaid/Title 19 included) that does not have a pre-existing exclusion or limitation affecting them. The individual has the right to elect coverage under the plan for up to 18, 29 or 36 months depending on the qualifying event. The Human Resources Department is responsible for administering COBRA benefits.
 - ii. Privacy Rules (Health Insurance Portability and Accountability Act [HIPAA]; Protected Health Information [PHI]).
 - (1) Privacy Rules require the City of West Allis, as a group health plan, a health care provider, and a plan sponsor with access to protected health information, to comply with various administrative requirements contained within the Privacy Rules.
 - (2) Policy #1472 HIPAA Privacy Rules addresses compliance with the administrative requirements mandated by the Privacy Rules.
 - iii. Initial Eligibility and Effective Date of Coverage.
 - (1) Employees become eligible for Health and Dental Insurance on the first day of the month following 30 days of employment.
 - (2) Department Heads, with the approval of the Human Resources Director, Finance Director/Comptroller/City Treasurer, and City Administrator, may make exceptions to the provisions contained herein for significant recruitment/hiring reasons. However, no exceptions to the benefits provided to retirees will be permitted.
 - iv. Enrollment.

- (1) An employee who chooses to participate in the City's Health or Dental Insurance Programs shall enroll upon their initial eligibility and/or during the City's annual Open Enrollment.
- (2) Enrollment at any other time is only permitted within 30 days of a change in City employment status or due to a qualifying event (i.e. loss of other coverage).

v. Change of Status.

- (1) Any change in status (e.g., marriage, birth, or adoption of a child, military reinstatement, dependent eligibility reinstatement, etc.) is effective upon the date of the qualifying event if notification and proper paperwork are received by the Human Resources Department within 30 days of the event.
- (2) The City Administrator may extend the 30-day reporting requirement to within 60 days of the event.
- (3) Any request for a change of status beyond 60 days after the event shall be directed to the Common Council.
- (4) The City Administrator and the Common Council may require the employee to pay any costs incurred by the City due to failure to report within 30 days of the event prior to allowing the change in status.

- (5) The employee shall retroactively pay any premium share due prior to acceptance of the change in status.

vi. One-Plan Per Family Rule. An employee who is married to another employee or retiree of the City shall enroll in only one City-sponsored health and/or dental plan.

vii. Subrogation. In the event the City makes any payment of medical expenses pursuant to the terms of any health insurance program, the City shall be subrogated to all the employee's/insured's rights of recovery therefore against any third party or his/her insurer for such payment pursuant to Section 2.76(13) of the Revised Municipal Code.

viii. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within the plan year as needed.

ix. Family and Medical Leave Act (FMLA).

(1) General Information and Policy.

- (A) The Family and Medical Leave Acts provide eligible employees with up to 12 workweeks of unpaid protected leave each year for specified family and medical reasons and up to 26 workweeks to care for a covered service member. The eligibility and entitlements are defined differently under federal and state law.

- (B) Federal Family and Medical Leave Act of 1993. The 2009 and 2010 National Defense Authorization Acts

as they relate to military family leave (including the Department of Labor's Final Rule, effective January 16, 2009, which provides updates to the regulations and incorporates military family leave requirements). The June 22, 2010, U.S. Department of Labor's administrative interpretation clarifying the definition of "son or daughter" of the "in loco parentis" doctrine. The March 27, 2015, U.S. Department of Labor's revised definition of "spouse".

- (C) Wisconsin Family and Medical Leave Act (Section 103.10 Wis. Stats.; Chapter DWD 225 Wisconsin Administrative Code).
- (D) It is the policy of the City of West Allis to grant up to twelve (12) weeks of family and medical leave during any calendar year to eligible employees, in accordance with the federal and Wisconsin Family and Medical Leave Acts (FMLA) and to grant up to twenty-six (26) weeks of military caregiver leave during any single 12-month period in accordance with the federal Family Medical Leave Act as amended by the National Defense Authorization Act. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy.

(2) Eligibility.

- (A) Federal – Employees are entitled to FMLA benefits if they have been employed by the City for at least 12-months (not necessarily consecutive) and have worked at least 1,250 hours during the 12-months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility.
- (B) State – Employees are entitled to FMLA benefits if they have been employed by the City for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave.

(3) Qualifying Event and Amount of Leave.

(A) Birth or Adoption.

- (a) Eligible employees may take up to a total of twelve (12) workweeks of unpaid FMLA leave in a calendar year for the following qualifying events:

1. The birth or placement of a child for adoption or, under the federal FMLA, for foster care or a child of a

- person standing in loco parentis.
- 2. State law provides for up to six (6) workweeks of unpaid leave for any one child.
- 3. Federal law requires that leave conclude within 12 months after the birth.

(B) Family Care Leave.

- (a) To care for the employee's spouse, child, or parent with a serious health condition. The Wisconsin FMLA includes caring for a spouse's parent, a domestic partner and a domestic partner's parent. The federal FMLA includes standing "in loco parentis" to a child.
- (b) State law provides eligible employees up to 2 workweeks of family care leave.

(C) Employee's Own Serious Health Condition.

- (a) For the employee's own serious health condition that renders the employee unable to perform his/her job.

- (b) State law provides eligible employees up to 2 workweeks of FMLA medical leave.

(D) Federal FMLA - Armed Forces or Military Leave.

- (a) Under the federal FMLA, if the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child in the armed forces (including members of the National Guard or Military Reserves) has been deployed or called to active military duty in a foreign country.

(4) Military Caregiver Leave.

- (A) An eligible employee who is the spouse, parent, child, or next of kin of a current member of the armed forces/covered service member (including the regular armed forces, the National Guard and the Reserves), or a veteran who served in the military within the preceding 5 years and whose discharge was not dishonorable, who was injured while on active duty, or whose pre-existing injury or illness was aggravated by service on active duty, may be eligible for up to 26 workweeks of federal FMLA leave in a single 12-month period to care for the service member/veteran who is undergoing medical

treatment, recuperation, or therapy for a serious service-related injury or illness, or a service-related aggravation of a pre-existing injury or illness, incurred while in the line of duty. Leave to care for an injured or ill service member/veteran, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

- (5) Leave qualifying for both Wisconsin and federal FMLA leave (including military caregiver leave) will count against the employee's entitlement under both laws and will run concurrently. When the reasons(s) for qualified leave differ, the leave may not run concurrently under state and federal law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed. FMLA leave will run concurrently with qualified sick leave. Qualified leave taken under Worker's Compensation will run concurrently with federal FMLA leave and, at the employee's request, with Wisconsin FMLA leave.
- (6) Under the federal FMLA, spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition. For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 workweeks of leave in a single 12-month period.
- (7) Non-Continuous or Intermittent Leave.
 - (A) Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:
 - (a) When it is medically necessary to care for a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) with a serious health condition or because of the employee's serious health condition; or
 - (b) To care for a newborn, adopted or foster child; or
 - (c) For military caregiver leave. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the City; such leave must be completed

within the 12-month period beginning on the date of birth or placement of the child. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

- (B) When scheduling intermittent or reduced schedule leave, employees must make a reasonable effort to schedule the leave so as not to unduly disrupt the City's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.
- (C) The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

(8) Payments on FMLA.

- (A) In general, both Wisconsin and federal FMLA leaves are unpaid. Under the federal FMLA, the City may require employees, or employees may choose, to substitute paid leave for which they are eligible (such as vacation days, personal leave or compensatory time) for unpaid leave. Under the Wisconsin FMLA, employees may choose to substitute available accrued leave for unpaid leave. Any such substituted leave will run concurrently with FMLA leave.
- (B) An employee who is taking leave because of the employee's own serious health condition, the serious health condition of a family member (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA), for a qualifying exigency, or for the birth, adoption or foster care of a child (and has exhausted all applicable sick leave benefits) must use all paid vacation, random or compensatory time as part of such leave and take the remainder of the entitlement as unpaid leave.

- (C) The City will require that any leave provided by a City collective bargaining agreement be substituted for federal FMLA leave.
 - (D) As with all leaves of absence, no employee may pursue or engage in employment when on FMLA leave.
- (9) FMLA notice and how to apply for FMLA leave.
- (A) When an employee calls in seeking time off for the employee's illness/injury or a family member's (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) illness/injury, in order to constitute FMLA notice, thereby triggering the City's duty to treat the absence as a potential FMLA absence, the employee must provide sufficient information to their supervisor to make the City aware of the possible need for FMLA leave and the anticipated timing and duration of the leave. Upon being made aware of an employee's possible need/qualification for FMLA leave, the supervisor shall so notify the Human Resources Director (HR Director).
 - (B) When leave is foreseeable, the employee must submit a Family and Medical Leave Employee Request form ("request form") to the HR Director at least 30 days in advance of the leave or, when foreseeable but less than 30 days in advance, as soon as practicable. When the need for leave is not foreseeable, the employee must notify the HR Director and thereafter submit the request form as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, it is considered practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the City's usual and customary notice requirements applicable to that employee for such leave. Failure to give timely notice and/or submit the request form may result in the delay or denial of FMLA leave and may subject the employee to discipline under City policies.
 - (C) If the leave is for a family member's (including a domestic partner and a domestic partner's parent under the Wisconsin FMLA) or the employee's serious health condition, or to care for a covered service member, the employee must submit a medical certification form from the employee's or the family

member's health care provider within 15 days. If the leave is for a qualifying exigency, the employee must submit a certification form to support the request for such leave within 15 days. The employee must provide a complete and sufficient certification. If the employee receives written notification that the certification is incomplete and/or insufficient, the employee shall have seven days to cure the identified deficiencies. If an employee does not provide the required certification by the designated deadlines, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted a non-FMLA leave of absence.

- (D) Second or third opinions at the City's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
- (E) Forms are available through the Human Resources Department.
 - (a) Family and Medical Leave Employee Request Form
 - (b) Health Care Provider FMLA Certification
 - (c) Certification of Qualifying Exigency for Military Family Leave
 - (d) Certification for Serious Injury or Illness of Covered Service member – for Military Family Leave
 - (e) Domestic Partner Certification Form
 - (f) In Loco Parentis Certification Form
- (10) Health Insurance Benefits.
 - (A) Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a schedule established by the City.
 - (B) The City may recover its share of health insurance

premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

- (C) The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

(11) Other Benefits.

- (A) Benefits that accrue based upon hours worked shall accrue during the period of FMLA leave in accordance with the provisions contained in the City Ordinances, Policies and Procedures, and Rules and Regulations that address the accrual of such benefits.. Qualified FMLA leave will not be counted as an absence under the City's attendance policy. Employees taking FMLA leave will be treated in the same manner as employees taking non-FMLA leave with respect to the administration of attendance reward programs and any rewards based on attendance (e.g. if an employee who uses paid vacation leave for a non-FMLA purpose would receive the payment, then the employee who uses paid vacation leave for an FMLA-protected purpose would also receive the payment).

- (B) Other City benefits (e.g. life insurance coverage) may be continued during periods of unpaid FMLA leave, and arrangements should be made for the employee's portion of the payments with the Finance Department.

(12) Worker's Compensation and Light Duty.

- (A) Federal FMLA leave may run concurrent with Worker's Compensation, as may Wisconsin FMLA leave upon the employee's request, provided that the injury meets the criteria for a "serious health condition," as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

- (B) If an employee accepts a light duty assignment while on Worker's Compensation, or while recovering from a serious health condition, that time may not count against the employee's family or medical leave entitlement. An employee who voluntarily accepts a light duty assignment does not waive the right to job restoration; however, the employee's right to job restoration ceases at the end of the FMLA calendar year. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their Worker's Compensation benefits.
- (13) Fitness for Duty and Return to Work.
 - (A) An employee returning from FMLA leave for his or her own serious health condition must provide a "Fitness for Duty" statement signed by their treating physician. An employee who fails to provide a Fitness for Duty statement will be prohibited from returning to work until it is provided. Failure to provide a Fitness for Duty statement may result in discipline up to and including termination. Upon return from FMLA leave, an employee shall be restored to their original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee may not be restored to their original or equivalent position if they are unable to perform the essential functions of their job because of a mental or physical condition.
- (14) Complaint Procedure. An employee who believes their FMLA rights have been violated should contact the Human Resources Director and attempt to resolve the matter internally. However, if the matter is not resolved within a reasonable period of time after contacting the Human Resources Director, the employee may file a complaint with the Wisconsin Equal Rights Division (Wisconsin FMLA), the U.S. Department of Labor (federal FMLA), or may bring a private lawsuit against the City.
- (15) Definitions.
 - (A) Child – Biological, adopted, or foster child, stepchild (including, under federal FMLA law, an employee's stepchild that is the child of the employee's same-sex or common law spouse), legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing

“in loco parentis,” who is under 18 years of age or, under the Wisconsin FLMA a child who is 18 years of age or older and cannot care for himself or herself because of a serious health condition, or under the Federal FMLA who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

- (B) Domestic Partner – The Wisconsin FMLA provides certain benefits to employees with a registered or unregistered domestic partner.
 - (a) Registered domestic partners (registered with the Register of Deeds in their county of residence) must demonstrate/attest: 1) Each individual is at least 18 years old and capable of consenting to the domestic partnership; 2) Neither individual is married or in a domestic partnership with another individual; 3) The two individuals share a common residence; 4) The two individuals are not nearer kin than second cousins; and 5) The individuals are the same gender.
 - (b) Unregistered domestic partners must demonstrate/attest: 1) Each individual is at least 18 years old and otherwise competent to enter into a contract; 2) Neither individual is married or in a domestic partnership with another individual; 3) They share a common residence; 4) They are not related by blood in any way that would prohibit marriage under Wisconsin law; 5) They consider themselves to be members of each other’s immediate family; and 6) They agree to be responsible for each other’s basic living expenses.
- (C) Health Care Provider - Under the federal FMLA, a doctor of medicine, doctor of osteopathy, physician’s assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, and Christian Science Practitioner. Under the Wisconsin FMLA, a person described under section 146.81 (1) Wis. Stats., excluding a person described under s. 146.81 (1) (hp).
- (D) Incapable of Self-Care - The individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (e.g. grooming, hygiene, bathing, dressing, eating) or

instrumental activities of daily living (e.g. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).

- (E) In Loco Parentis - Under federal law, a person who has put himself or herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption. It embodies the two (2) ideas of assuming the parental status and discharging the parental duties. Either day-to-day care or financial support may establish an in loco parentis relationship where the employee intends to assume the responsibilities of a parent with regard to a child.
- (F) Next of Kin - A covered service member's "next of kin" is the service member's nearest blood relative, other than the covered servicemen's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin.
- (G) Parent - Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee (and of an employee's spouse or domestic partner under the Wisconsin FMLA). Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child. Under federal FMLA, the same-sex spouse of an employee's parent is included regardless of that individual's parental status or whether s/he provided day-to-day care or financial support for the employee as a child.
- (H) Qualifying Exigency - Qualifying exigencies, for purposes of the federal FMLA, include:
 - (a) Short-notice Deployment: Addresses issues that arise when a covered military member is

notified of an impending call or order, and deployment is within seven days of notification. Leave is limited to seven calendar days beginning the date the covered military member is notified of an impending call or order to active duty.

- (b) **Military Events and Related Activities**
Associated with the Call or Order to Active Duty: Attending official ceremonies, programs or events sponsored by the military; and attending family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
- (c) **Childcare and School Activities:** Arranging alternative childcare when the order/call to active duty necessitates a change in the existing childcare arrangement; providing childcare on an urgent, immediate need basis (but not on a routine, regular or everyday basis); enrolling in or transferring a child to a new school or day care facility as necessary; and attending meetings with staff at a school or day care when meetings are necessary due to circumstances arising out of the call or order to active duty (e.g. disciplinary meetings, parent-teacher conferences, school counselors). This provision applies to children of the covered military member under age 18 or over 18 if incapable of self-care because of physical or mental disability at the time the FMLA leave commences.
- (d) **Financial and Legal Arrangements:** Making and updating financial and legal arrangements to address the covered military member's absence (e.g. preparing financial and health care powers of attorney, transferring bank account signature authority, enrolling in Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will); acting as the covered military member's representative before federal, state

- or local agencies for purposes of obtaining, arranging or appealing military benefits.
- (e) Counseling: Attending counseling, provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member. A “child” is the covered military member’s own child under age 18 or over 18 if incapable of self-care because of a physical or mental disability.
 - (f) Rest and Recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment. The employee may take up to 15 calendar days of leave to match the military member’s Rest and Recuperation Leave Orders for each instance of rest and recuperation leave the covered military member receives.
 - (g) Post-deployment Activities: Attending welcome home ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member’s active duty status; and addressing issues arising out of the death of a covered military member while on active duty.
 - (h) Parental Care: Leave may be taken to care for a military member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty. Such care may include arranging for alternative care, providing care on an urgent, immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility (e.g. meeting with hospice or social service providers).
 - (i) Additional Activities: Includes events which arise out of the covered military member’s active duty or call to active duty status,

provided the City and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

- (j) Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:
1. inpatient care in a hospital, hospice or residential medical care facility; or
 2. under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider); or
 3. under the federal FMLA, continuing treatment by a health care provider including any one or more of the following:
 4. A period of incapacity of more than three (3) consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
 1. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care

provider. (Note: Under the above two bullet points, the employee's treatment must be an in-person visit to a health care provider and the first [or only] visit must take place within seven days of the first day of incapacity).

5. any period of incapacity due to pregnancy or for prenatal care;
6. chronic conditions requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
7. permanent/long term conditions requiring supervision for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease);
8. multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis). Examples of a serious health condition include, but are not limited to, heart attacks or other serious heart conditions, most cancers, strokes, appendicitis, pneumonia, and ongoing pregnancy and prenatal care.

(I) Single 12-Month Period – The “single 12-month period” for purposes of military caregiver leave is a period that commences on the date an employee first takes leave to care for a covered service member with a serious injury or illness and ends 12 months after

that date. This is a different period than the calendar year that is used by the City to determine an employee's other FMLA leave entitlements (e.g. referenced in section 8(c)(ix) of this Policy).

- (J) Spouse – Under the federal FMLA, effective March 27, 2015, “spouse” is defined to include employees in same-sex marriages and common-law marriages entered into in a state where those statuses are legally recognized or entered into, validly, outside of the United States if they could have entered into in at least one state, regardless of the state in which the employee currently works or resides. Under the Wisconsin FMLA “spouse” means an employee’s legal husband or wife
- (K) Workweek – The employee’s usual or normal schedule (hours/days per week) prior to the start of FMLA leave.
- x. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered.
- xi. Medicare Advantage or Medicare Supplemental Program, if offered.
 - (1) Medicare eligible active employees and their Medicare eligible spouses may elect to forgo the active employee health plan and choose to participate in the Medicare Advantage or Medicare Supplemental Program bearing 100% of the premiums and costs.
- xii. Monthly Premium Share.
 - (1) Dental Insurance.
 - (A) The City may pay the monthly premium on behalf of a full-time employee (1.0 FTE).
 - (B) The monthly premium for part-time employees is prorated based on FTE.
 - (C) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
 - (2) Health Insurance.
 - (A) The City pays the monthly health insurance premium less the employee’s monthly premium share as set forth by the Common Council or according to any applicable collective bargaining agreement. The monthly premium for part-time employees is prorated based on FTE.
 - (B) Premiums may qualify under the City’s Section 125: Flexible Spending Program (see Policy #1483 - Voluntary Benefit Programs).
 - (3) Elected Officials.

- (A) Mayor. The mayor shall pay a prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.
 - (B) Alderpersons. Effective with the Terms of Elected Office which commence in 2020 and subsequent years:
 - (a) Except as stated below, alderpersons who choose to participate in Health and/or Dental Insurance shall pay the full premium (100%).
 - (b) Alderpersons who have served continuously in that position since 2008 and choose to participate in Health and/or Dental Insurance shall pay prorated premium share based on FTE consistent with other employees and as defined in the annual budget document and/or by ordinance.
 - (C) Municipal Judge. Notwithstanding the FTE categorization of the municipal judge for any other purpose, the municipal judge shall pay a premium share equivalent to a full-time employee as defined in the annual budget document and/or by ordinance.
- (4) Retirement.
- (A) Dental Insurance coverage is not included in the City's retirement package; however, dental COBRA coverage will be offered as applicable.
 - (B) If the City provides a retiree health care option, it is administered consistent with 8.0 (4) Retiree Health Plan.
- (5) Surviving Spouse of a Deceased Active Employee.
- (A) The City will provide health insurance coverage to the surviving spouse and eligible dependents of an active City employee who dies while in the service of the City, provided the employee has completed twenty (20) full-time years¹ of service, under the following provisions:
 - (a) For the surviving spouse and eligible dependents of a deceased active employee who has not attained retirement age per the State of Wisconsin's (WI) Department of Employee Trust Fund's (ETF) – Wisconsin Retirement System's (WRS) Death Benefits regulations, the City will pay 50% of the monthly premium for ten (10) years or until the surviving spouse is employed by another

employer providing health insurance coverage or remarries, whichever occurs first.

- (b) In the event the surviving spouse or dependent is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease and continuation coverage (COBRA) will be offered.
 - (B) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease and continuation coverage (COBRA) will be offered; the surviving spouse and/or eligible dependent(s) are subject to paying the full monthly premium per COBRA regulations.
 - (C) If the deceased employee was of retirement age per WI ETF-WRS's Death Benefits regulations and considered eligible to receive a WRS retirement annuity per ETF's requirements, the surviving spouse and eligible dependents would qualify for retiree health insurance benefits for a maximum of ten (10) years or when the spouse becomes eligible for Medicaid/Title 19/Medicare Parts A and/or B or upon attaining Medicare age, whichever comes first.
- (6) Military Leave Benefit Continuation.
- (A) Health insurance benefits shall be implemented in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal, state, or local laws.
 - (B) In addition to such, the City will provide continuation of health insurance benefits for an employee who is called up to active military service, his/her spouse, and any eligible dependents, beyond the forty-five (45) days, as if he/she were an active employee; for such continuation of health insurance benefits, the employee, spouse, and/or dependents will be required to pay the applicable monthly premium share in accordance with City policies and procedures.
 - (C) Extended health insurance coverage shall continue during the entire period of active military service call up and shall cease upon the employee's failure to return to employment following release from active duty. Coordination of benefits shall occur with any military health insurance coverage, and any military

or other federal health insurance benefits or services shall be primary.

d. Retiree Health Plan.

- i. Eligibility. A retired employee is eligible for either a single (employee only), couple (employee plus spouse or employee plus one dependent), or family (employee plus spouse and one or more dependents OR employee plus two or more dependents) plan the first of the month following their date of retirement as approved by the WI ETF-WRS as long as the WRS retirement annuity (age limits dependent upon employee classification as defined by WRS) is effective upon the retirement date and he/she has twenty (20)² years of continuous employment with the City of West Allis.
- ii. Duration. The City will cease to provide health insurance to any covered member included in the retiree's plan upon that individual's Medicaid/Title 19/Medicare Parts A and/or B eligibility or upon attaining Medicare age or up to a maximum of ten (10) years of coverage following retirement, whichever event occurs first.
- iii. All other covered members shall remain participants in the City's retiree health insurance program for up to a maximum of ten (10) years following the retiree's retirement or until a subsequent qualifying event occurs that would otherwise terminate their coverage, whichever comes first. See (N) for additional information.
- iv. Coverage at the time of and throughout Retirement.
 - (1) A retiree will be placed in the same plan type they had in place at the time of retirement (single, couple, family); however, retirees may later choose a single plan over a couple or family plan; or a couple plan over a family plan.
 - (2) Addition of dependents or spouse during retirement prohibited.
 - (A) A retiree with single coverage cannot change to any other type of coverage.
 - (B) A retiree with couple coverage (employee plus spouse) cannot add a new spouse or dependent if they divorce or if their spouse dies; if this occurs, coverage will be adjusted to a single plan.
 - (C) A retiree with couple coverage (employee plus dependent) cannot add a new dependent or a spouse if the original dependent is removed from coverage; coverage will be adjusted to a single plan in the event the couple coverage was for an employee plus dependent.
 - (D) A retiree with family coverage is not able to add new family members (that is, if they have or adopt a child or remarry, the new child and/or spouse cannot be added); coverage will be adjusted to a couple plan

once eligible dependents are no longer eligible.

v. Continuous Participation Required.

- (1) If a retiring employee does not wish to participate in the retiree health insurance program at the time of retirement, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.
- (2) If a spouse/eligible dependent is removed from coverage, they permanently lose their ability to participate in the City's retiree health insurance program.
- (3) If a retiree cancels coverage at any time, for any reason, they and their spouse/eligible dependent(s) permanently lose their ability to participate in the City's retiree health insurance program.

vi. Timely Enrollment.

- (1) A retiree who chooses to participate in the City's retiree health insurance program shall enroll upon their initial eligibility and, thereafter, must re-enroll annually during the City's annual Health Insurance Open Enrollment.
- (2) Failure to timely enroll or re-enroll will result in loss of insurance coverage.

vii. Change of Status.

- (1) A change in status is effective upon the date of the qualifying event (e.g., eligibility for other health care coverage, death of a spouse, remarriage of a deceased retiree's spouse, divorce, legal separation, Medicaid/Title 19/Medicare Parts A and/or B eligibility, attaining Medicare age, dependent no longer qualifies for health coverage, etc.) if notification and proper paperwork is received by the Human Resources Department within 30 days of the event.
- (2) Qualifying event changes are administered in accordance with City policy.
- (3) Failure to provide notification for change of status within 30 days of the event may result in a loss of coverage and/or reimbursement for premiums and services as applicable.

viii. Monthly Premium Share.

- (1) Retiring employees who were hired on or after November 1, 2018:
 - (A) Retiree will pay a percentage of the premium as established annually by the Common Council. (The minimum percentage paid by the retiree shall be 50%.)
- (2) Retiring employees who converted to the TBP:
 - (A) Upon retirement, a retiree who retires with a balance of 680 hours or more in their ESLB will pay the same monthly premium share as active employees for

36 full months immediately following retirement provided they are not eligible for Medicare. After such time they shall pay in accordance with b. or c. below. (If the retiree is Medicare eligible and the retiree's spouse is not, the spouse will be eligible to pay the same monthly premium share as active employees for 36 full months immediately following the retiree's retirement or until the spouse becomes Medicare eligible, whichever occurs first.)

- (B) Upon retirement (or after the time period provided in a. expires), a retiree pays 20% of the monthly premium if eligible for post Medicare insurance at the time of conversion to the TBP.
 - (C) Upon retirement (or after the time period provided in a. expires), a retiree who was not eligible for post Medicare insurance at the time of conversion to the TBP pays 35% of the monthly premium.
- (3) Upon retirement, a part-time employee's monthly premium and premium share obligation is prorated based on the averaged FTE hours they actually worked over the most recent twenty (20)³ years prior to retirement.

ix. Participation Administration.

- (1) An annual premium rate notification is prepared by the City's Finance Department and is distributed during the City's annual Insurance Open Enrollment period for those retirees participating in the City's retiree health insurance program.
- (2) A retiree is required to participate in automatic withdrawal (ACH) of retiree insurance premiums from a savings or checking account, prepayment of an entire year of premium payments, or some other payment method that meets with the approval of the Finance Director/Comptroller/City Treasurer and City Attorney. When not prepaid, payments are due by the 10th of the month for the following month's coverage and will be drawn from the respective bank account on the 10th of the month (or prior to such date if the 10th falls on a weekend or holiday). Failure to participate in an automatic withdrawal, prepay for an entire year, or make other mutually agreeable payment method shall constitute grounds for sanctions under Section 9.
- (3) Protective Service Employees Only--Per the federal Pension Protection Act of 2006, a protective service employee may elect to have health insurance premiums deducted directly from their Wisconsin Retirement System monthly annuity payment if he/she retired at normal retirement age. The Act contains a provision permitting eligible individuals to exclude up to \$3,000 for qualified health insurance premiums paid by

the retiree from their gross taxable income each year, as long as the premiums are deducted from their retirement benefit.

- x. Benefits. Benefits provided under the plan are as specified in the Summary Plan Document(s) and may be adjusted annually or within the plan year as needed.
- xi. Termination of Coverage. Coverage ceases in accordance with the provisions contained in the Summary Plan Document(s). When applicable, continuation coverage (COBRA) will be offered (see section 8(c)(i)). Health Insurance coverage may be available to the surviving spouse of a deceased retired employee (see Section 8(d) (xiv) below).

xii. Surviving Spouse and/or Dependents of Deceased Retired Employee.

- (1) The benefits provided in Section 8(c)(xii)(5)(C) shall apply to the surviving spouse and/or dependents of a deceased retired employee who was participating in the City's retiree health insurance program upon death.
- (2) In the event a surviving spouse remarries, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.
- (3) In the event a surviving spouse of a retiree is employed by another employer providing health insurance coverage, the City's health insurance obligation will permanently cease for said spouse and dependents; continuation coverage (COBRA) may be offered.

xiii. Disability Retirement.

- (1) An employee who qualifies for a disability retirement under the WI ETF-WRS is eligible to participate in the City's retiree health insurance program if, within ten (10) calendar days from the date a health care provider determines the employee is permanently and totally disabled, or will never return to duty within the City of West Allis service, the employee makes application for disability retirement benefits under the WI ETF-WRS, provided he or she is otherwise eligible for such benefits. Said participation shall be in accordance with the following provisions:

(A) Duration provided in 8(d)(iii).

(B) Monthly Premium Share outlined in 8(d)(ix).

xiv. Medicare Advantage or Medicare Supplemental Program, if offered.

- (1) Retirees and their eligible dependents may choose to participate bearing 100% of the premiums and costs if transitioning from an active City plan to the then current Medicare Advantage or Medicare Supplemental Plan.

9. Sanctions.

Anyone who provides false, fraudulent, incomplete or untimely information or who fails to make complete and timely premium payments, may face legal action,

reductions or denials of benefits, loss of continuation rights, and/or other action, up to and including termination of coverage and/or disciplinary action.

¹ Fifteen (15) years of continuous full-time service for those existing employees who choose to convert to the TBP. A part-time employee's service shall be prorated based on the employee's averaged FTE actually worked over the last twenty (20) or fifteen (15) years of service.

² Fifteen (15) years for employees who choose to convert to the TBP

³ Fifteen (15) years for employees who choose to convert to the TBP.

Effective Date: 10/2/18

Revision Date: 11/19/19

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer


Rebecca Grill, City Clerk, City Of
West Allis


Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0387**

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,315,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A.**

WHEREAS, the City of West Allis, Milwaukee County, Wisconsin (the "City") is presently in need of approximately \$4,315,000 for public purposes, including paying the cost of street improvement projects and street lighting projects and other projects included in the City's Capital Improvement Plan; 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 2022A in the approximate amount of \$4,315,000 (the "Notes") for the purposes above specified.

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 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 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 Clerk may determine.

Section 4. Official Statement. The City 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.

Adopted, approved and recorded June 7, 2022.

Dan Devine
Mayor

ATTEST:

Rebecca N. Grill
City Clerk

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

June 7, 2022

PRE-SALE REPORT FOR

City of West Allis, Wisconsin

**\$4,315,000 General Obligation Promissory Notes,
Series 2022A**



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

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:

\$4,315,000 General Obligation Promissory Notes, Series 2022A

Purposes:

The proposed issue includes financing for the following purposes:

- Finance the 2022 Capital Improvement Projects, including Street Improvements and Street Lighting Improvements. Debt service will be paid from ad valorem property taxes.

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 \$65.4 million, which is 27% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$173.5 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2023 through 2032. Interest is payable every six months beginning April 1, 2023.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2030 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "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 our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing and anticipating any potential rating impacts.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding 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.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert in order to utilize one or more of the exceptions listed above.

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.

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 Administration & Finance Committee and City Council:	June 7, 2022
Conference with Rating Agency:	Week of June 13, 2022
Due Diligence Call to review Official Statement:	Week of June 13, 2022
Distribute Official Statement:	June 21, 2022
City Council Meeting to Award Sale of the Notes:	June 28, 2022
Estimated Closing Date:	July 14, 2022

Attachments

Estimated Sources and Uses of Funds

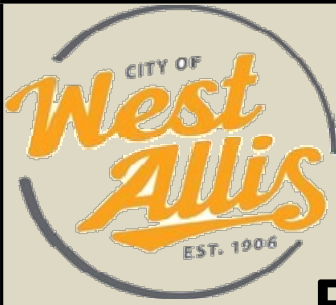
Estimated Proposed Debt Service/Tax Impact Schedule

Estimated Issue Allocation

4-Year Bond Buyer Index

EHLERS' CONTACTS

David Ferris, Senior Municipal Advisor	(262) 796-6194
Todd Taves, Senior Municipal Advisor	(262) 796-6173
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177



Financing Plan / Issue Sizing

	GO Notes 2022
Projects	
Levy - Streets	2,675,000
Levy - Street Lights	1,600,000
Project Needs	4,275,000
Issuance Expenses (Estimates)	
Municipal Advisor	20,720
Bond Counsel	15,000
Rating	19,000
Paying Agent If terms	850
Issuance Costs Paid With Funds on Hand	(55,570)
Underwriter Fees	43,150
Total Funds Needed	4,318,150
	Rate Months
Less Interest Earnings	0.30% 6 (6,413)
Rounding	3,263
Size of Issue	4,315,000



Projected Impact of Proposed Projects

Existing Debt Payments							Projected Debt Service										
YEAR	Equalized Value Projection	Change in Value	Total of All Obligations	Total Abatement Sources	Net Debt Service Levy	Debt Service Tax Rate	General Obligation Notes, 2022 \$4,315,000 Dated 7-14-22				Net Debt Service Levy	Levy Change	Debt Service Tax Rate	Impact on a		Debt Service Tax Rate @ 3% Growth	YEAR
							\$ 250,000		of Value								
							Taxes	Change									
2021	4,105,300,600	6.73%	11,921,893	(7,774,244)	4,147,650	1.01	2021	Prin (4/1)	Rate	Interest	Total	4,147,650		1.01	252.58		2021
2022	4,510,670,100	9.87%	11,883,647	(7,549,938)	4,333,708	0.96	2022					4,333,708	186,059	0.96	240.19	(12.39)	2022
2023	4,555,776,801	1.00%	10,786,952	(6,810,121)	3,976,831	0.87	2023	430,000	2.95%	168,919	598,919	4,575,750	242,041	1.00	251.10	10.90	2023
2024	4,601,334,569	1.00%	9,365,447	(6,544,635)	2,820,812	0.61	2024	430,000	3.05%	125,138	555,138	3,375,951	(1,199,799)	0.73	183.42	(67.67)	2024
2025	4,647,347,915	1.00%	7,575,126	(4,998,514)	2,576,612	0.55	2025	430,000	3.15%	111,808	541,808	3,118,420	(257,531)	0.67	167.75	(15.67)	2025
2026	4,693,821,394	1.00%	7,244,858	(4,971,258)	2,273,600	0.48	2026	430,000	3.20%	98,155	528,155	2,801,756	(316,664)	0.60	149.23	(18.53)	2026
2027	4,740,759,608	1.00%	6,540,018	(4,575,330)	1,964,687	0.41	2027	430,000	3.30%	84,180	514,180	2,478,867	(322,889)	0.52	130.72	(18.50)	2027
2028	4,788,167,204	1.00%	5,764,142	(4,085,067)	1,679,075	0.35	2028	430,000	3.40%	69,775	499,775	2,178,850	(300,017)	0.46	113.76	(16.96)	2028
2029	4,836,048,876	1.00%	4,605,571	(3,266,096)	1,339,475	0.28	2029	430,000	3.50%	54,940	484,940	1,824,415	(354,435)	0.38	94.31	(19.45)	2029
2030	4,884,409,365	1.00%	3,806,977	(2,779,977)	1,027,000	0.21	2030	435,000	3.55%	39,694	474,694	1,501,694	(322,721)	0.31	76.86	(17.45)	2030
2031	4,933,253,458	1.00%	2,830,695	(2,316,970)	513,725	0.10	2031	435,000	3.65%	24,034	459,034	972,759	(528,935)	0.20	49.30	(27.57)	2031
2032	4,982,585,993	1.00%	2,199,325	(2,077,675)	121,650	0.02	2032	435,000	3.70%	8,048	443,048	564,698	(408,061)	0.11	28.33	(20.96)	2032
2033	5,032,411,853	1.00%	1,834,488	(1,834,488)		0.00	2033						(564,698)	0.00		(28.33)	2033
2034	5,082,735,971	1.00%	1,542,405	(1,542,405)		0.00	2034							0.00		0.00	2034
2035	5,133,563,331	1.00%	1,291,499	(1,291,499)		0.00	2035							0.00		0.00	2035
2036	5,184,898,964	1.00%	998,953	(998,953)		0.00	2036							0.00		0.00	2036
2037	5,236,747,954	1.00%	651,065	(651,065)		0.00	2037							0.00		0.00	2037
2038	5,289,115,434	1.00%	601,906	(601,906)		0.00	2038							0.00		0.00	2038
TOTALS			91,444,966	(64,670,140)	26,774,825		TOTALS	4,315,000		784,689	5,099,689	31,874,518					TOTALS

NOTES

Rates based on Aa2 Sale 5/12/12 + 0.70

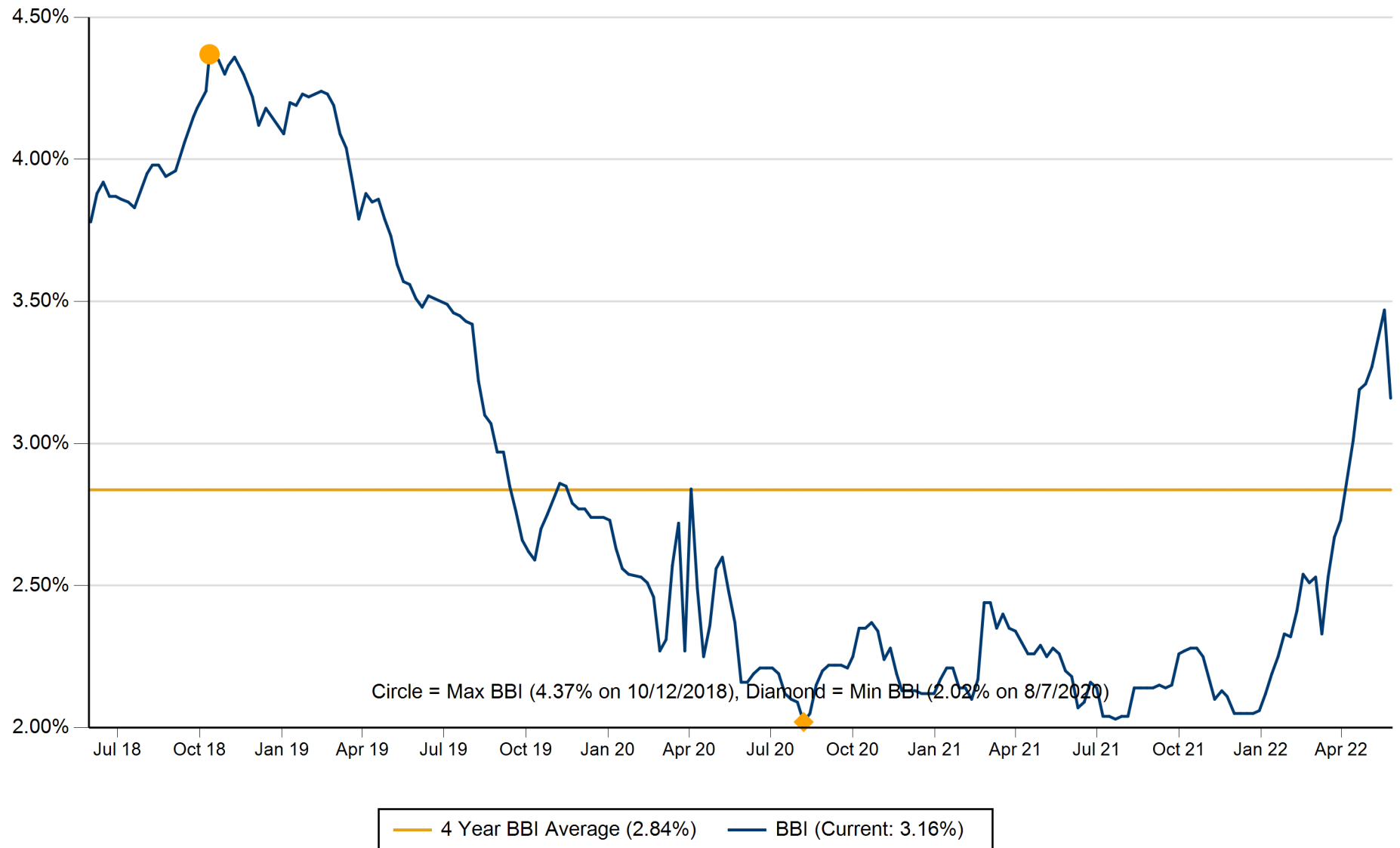


Allocation of General Obligation Notes, 2022

Purpose	Levy - Streets				Levy - Street Lights				TOTAL			Total Outstanding
Amount	\$2,700,000				\$1,615,000							
Dated	7/14/2022				7/14/2022							
Payment Date	4/1				4/1							
Year	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	Principal	Interest	Total	
2022									-	-	-	4,315,000
2023	270,000	2.95%	105,650	375,650	160,000	2.95%	63,269	223,269	430,000	168,919	598,919	3,885,000
2024	270,000	3.05%	78,233	348,233	160,000	3.05%	46,905	206,905	430,000	125,138	555,138	3,455,000
2025	270,000	3.15%	69,863	339,863	160,000	3.15%	41,945	201,945	430,000	111,808	541,808	3,025,000
2026	270,000	3.20%	61,290	331,290	160,000	3.20%	36,865	196,865	430,000	98,155	528,155	2,595,000
2027	270,000	3.30%	52,515	322,515	160,000	3.30%	31,665	191,665	430,000	84,180	514,180	2,165,000
2028	270,000	3.40%	43,470	313,470	160,000	3.40%	26,305	186,305	430,000	69,775	499,775	1,735,000
2029	270,000	3.50%	34,155	304,155	160,000	3.50%	20,785	180,785	430,000	54,940	484,940	1,305,000
2030	270,000	3.55%	24,638	294,638	165,000	3.55%	15,056	180,056	435,000	39,694	474,694	870,000
2031	270,000	3.65%	14,918	284,918	165,000	3.65%	9,116	174,116	435,000	24,034	459,034	435,000
2032	270,000	3.70%	4,995	274,995	165,000	3.70%	3,053	168,053	435,000	8,048	443,048	-
	\$ 2,700,000		\$ 489,725	\$ 3,189,725	\$ 1,615,000		\$ 294,964	\$ 1,909,964	\$ 4,315,000	\$ 784,689	\$ 5,099,689	

4 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates May, 2018 - May, 2022



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.

Source: The Bond Buyer

**CITY OF WEST ALLIS
RESOLUTION R-2022-0387**

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,315,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A.**

WHEREAS, the City of West Allis, Milwaukee County, Wisconsin (the "City") is presently in need of approximately \$4,315,000 for public purposes, including paying the cost of street improvement projects and street lighting projects and other projects included in the City's Capital Improvement Plan; 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 2022A in the approximate amount of \$4,315,000 (the "Notes") for the purposes above specified.

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 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 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 Clerk may determine.

Section 4. Official Statement. The City 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.

Adopted, approved and recorded June 7, 2022.

Dan Devine
Mayor

ATTEST:

Rebecca N. Grill
City Clerk

SECTION 1: **ADOPTION** "R-2022-0387" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0387(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

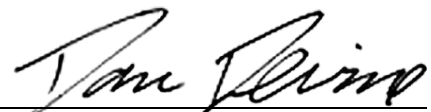
	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Vince Vitale	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Tracy Stefanski	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Marty Weigel	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Suzzette Grisham	<u>X</u>	<u> </u>	<u> </u>	<u> </u>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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0399**

**RESOLUTION RELATIVE TO AUTHORIZING THE RENEWAL OF A 5-YEAR
CONTRACT FOR BODY WORN CAMERAS AND ACQUIRING UNLIMITED
THIRD-PARTY STORAGE FOR A SUM OF \$132,800.00 PER YEAR FROM AXON**

WHEREAS, the West Allis Police Department has been equipping police officers with Axon Body Worn Cameras (BWCs) and storing BWC digital evidence in Axon's Evidence.com, which is a cloud based software platform, since 2017; that the 5-year contract for this service expires on 6/30/2022; and,

WHEREAS, the West Allis Police Department has found these BWCs and Evidence.com to be durable, reliable, and easy to use; that Axon's customer support has also been found to be friendly, helpful, and timely in resolving issues; and,

WHEREAS, the West Allis Police Department believes BWCs are an important tool for law enforcement as they obtain excellent evidence for criminal prosecutions, allow for transparency with the community, provide excellent training opportunities, allow staff to be more efficient, strengthen the Department's reputation for being a highly professional law enforcement agency, help manage liability, and help reduce frivolous claims; and,

WHEREAS, in addition to BWC digital evidence, the West Allis Police Department commonly acquires various other types of digital evidence associated with law enforcement investigations; that this digital evidence is stored in various storage solutions; that it has been determined these storage solutions are aging and do not have the capacity to handle the size of ever-growing digital evidence; that Axon's Unlimited Third Party Storage would allow police officers and investigators to store all digital evidence associated with law enforcement investigations in Evidence.com; that this would alleviate the need to replace aging storage solutions, alleviate capacity issues, and make it easier to manage and share digital evidence with other law enforcement professionals and prosecutors; and,

WHEREAS, the West Allis Police Department currently uses Axon Interview Room (interview camera system) and also stores this digital evidence in Evidence.com; and,

WHEREAS, the West Allis Police Department is in the processing of deploying Flock Safety cameras (automated license plate readers); that Flock Safety is the only official partner with Axon; that digital evidence from Flock Safety cameras will also be stored in Evidence.com; and,

WHEREAS, the West Allis Police Department has received a quote from Axon; and,

WHEREAS, the West Allis Police Department has consulted with the West Allis Finance Department to help ensure best possible pricing and that pricing is consistent with existing competitive contracts (e.g., NASPO ValuePoint competitive contract); and,

WHEREAS, the West Allis Police Department and West Allis Finance Department has researched the vendor pricing and offering of \$132,800.00 for the necessary software, hardware, licensing, and cloud-based storage, to be fair and reasonable; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the West Allis Police Department is authorized to enter into a 5-year professional services agreement with Axon for a total sum not to exceed \$132,800 per year.

BE IT FURTHER RESOLVED that annual funding for this purchase will be charged to account 100-2101-521.32-03 in the Police Department operating budget.

SECTION 1: **ADOPTION** “R-2022-0399” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0399(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**").

It is the intent of the Parties that this Agreement, together with NASPO Master Agreement No. OK-MA-145-015 and the State of Wisconsin's Participating Addendum thereto, Contract #505ENT-O18-SAFETYVIDEO04 (the "**NASPO Agreement**"), govern all purchases by Agency for the same Axon Devices and Services in the Quote. All subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the ~~Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. Parties may negotiate to renew at pricing and terms to be mutually agreed upon between the Parties.~~ New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind,**

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Department: Legal

Version: 14.0

Release Date: 3/10/2022

either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 36~~42~~ months preceding the claim. ~~Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.~~

- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon

provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: West Allis Police Department, Wisconsin
Attn: Steve Beyer
11301 W Lincoln Ave
Milwaukee, WI 53227-1037
sbeyer@westalliswi.gov

- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), together with the NASPO Agreement, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:**West Allis Police Department, Wisconsin**

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;



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- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
 14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
 15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
 17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

**CITY OF WEST ALLIS
RESOLUTION R-2022-0399**

**RESOLUTION RELATIVE TO AUTHORIZING THE RENEWAL OF A 5-YEAR
CONTRACT FOR BODY WORN CAMERAS AND ACQUIRING UNLIMITED
THIRD-PARTY STORAGE FOR A SUM OF \$132,800.00 PER YEAR FROM AXON**

WHEREAS, the West Allis Police Department has been equipping police officers with Axon Body Worn Cameras (BWCs) and storing BWC digital evidence in Axon's Evidence.com, which is a cloud based software platform, since 2017; that the 5-year contract for this service expires on 6/30/2022; and,

WHEREAS, the West Allis Police Department has found these BWCs and Evidence.com to be durable, reliable, and easy to use; that Axon's customer support has also been found to be friendly, helpful, and timely in resolving issues; and,

WHEREAS, the West Allis Police Department believes BWCs are an important tool for law enforcement as they obtain excellent evidence for criminal prosecutions, allow for transparency with the community, provide excellent training opportunities, allow staff to be more efficient, strengthen the Department's reputation for being a highly professional law enforcement agency, help manage liability, and help reduce frivolous claims; and,

WHEREAS, in addition to BWC digital evidence, the West Allis Police Department commonly acquires various other types of digital evidence associated with law enforcement investigations; that this digital evidence is stored in various storage solutions; that it has been determined these storage solutions are aging and do not have the capacity to handle the size of ever-growing digital evidence; that Axon's Unlimited Third Party Storage would allow police officers and investigators to store all digital evidence associated with law enforcement investigations in Evidence.com; that this would alleviate the need to replace aging storage solutions, alleviate capacity issues, and make it easier to manage and share digital evidence with other law enforcement professionals and prosecutors; and,

WHEREAS, the West Allis Police Department currently uses Axon Interview Room (interview camera system) and also stores this digital evidence in Evidence.com; and,

WHEREAS, the West Allis Police Department is in the processing of deploying Flock Safety cameras (automated license plate readers); that Flock Safety is the only official partner with Axon; that digital evidence from Flock Safety cameras will also be stored in Evidence.com; and,

WHEREAS, the West Allis Police Department has received a quote from Axon; and,

WHEREAS, the West Allis Police Department has consulted with the West Allis Finance Department to help ensure best possibly pricing and that pricing is consistent with existing competitive contracts (e.g., NASPO ValuePoint competitive contract); and,

WHEREAS, the West Allis Police Department and West Allis Finance Department has researched the vendor pricing and offering of \$132,800.00 for the necessary software, hardware, licensing, and cloud-based storage, to be fair and reasonable; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the West Allis Police Department is authorized to enter into a 5-year professional services agreement with Axon for a total sum not to exceed \$132,800 per year.

BE IT FURTHER RESOLVED that annual funding for this purchase will be charged to account 100-2101-521.32-03 in the Police Department operating budget.

SECTION 1: **ADOPTION** “R-2022-0399” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0399(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

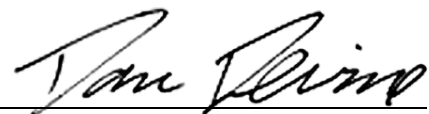
	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Vince Vitale	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Tracy Stefanski	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Marty Weigel	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Suzzette Grisham	<u>X</u>	<u> </u>	<u> </u>	<u> </u>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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



RFQ# 22-005 Desktop Computers Due: Tuesday, May 31, 2022 @ 11 AM

Vendor	Desktop Model #	\$ for / 82 ea Desktops	Wired KB & Mouse	External DVD+-RW	Warranty	Notes:	Part #
CDW-G #1	Dell OptiPlex 3090, SFF , i3, 10105 3.7GHz, 8GB, SSD 256 GB Internal DVD-R 3-YR-Warranty 30 days, net 30	\$585.00 ea X 82 = \$47,970.00	KB & Mouse Included	Included DVD-Writer	3-year hardware service-on-site	Windows Pro 10, includes Window 11 Pro license.	Model # 92NHP CDWG # 6758994
Dell #1	Dell OptiPlex 3090, SFF , i3, 10105 3.7GHz, 8GB, SSD 256 GB, Internal 8x DVD+/- RW , 3-YR Warr. In Stock, net 30	\$506.00 ea X 82 = \$41,492.00	Not Included	8X DVD+-RW	Hardware Warranty Plus Service, 39-month Pro Support NBD, on-site. 7x24 Technical Support.	Windows Pro 10, includes Window 11 Pro license.	OptiPlex 3090 SFF, # 210-BCOF
SHI #1	Lenovo ThinkCentre M70S SFF, i3-10100, 3.6 GHZ 8GB, SSD 256GB Net 30, <60 Days	\$534.85 ea X 82 = \$43,857.70	Not Included	No Optical Drive	3-year Onsite	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64.	ThinkCentre M70S #11DBSEHY00
SHI #2	Lenovo ThinkCentre M70S SFF, i3-10100, 3.6 GHZ 8GB, SSD 256GB Net 30, <60 Days	\$555.62 ea X 82 = \$45,560.84	Included	Included Slim DVD Rambo	3-year Onsite	Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64.	ThinkCentre M70S #11DBSEHQ00
Vanguard	HP ProDesk 400 G7 SFF, i3 10100, 3.6GHz, 8GB, 256GB SSD DVD -W Inc: KB & Mouse	\$665.00 ea X 82 = \$54,530.00	Not Included. But can add for \$10 HP 320K & 320M	Not Included. But can add for \$17 CTO DVD-WR	3-year, material, labor, on-site.	Windows 11 Pro 64	ProDesk 400 G7 SFF #9DF60AV

	3 yr Warranty <45 days						

Reasons for Selections:

Dell #1



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000120092931.1	Sales Rep	Ramsey Alahmad
Total	\$41,492.00	Phone	(800) 456-3355, 6179204
Customer #	3503394	Email	Ramsey_Alahmad@Dell.com
Quoted On	May. 17, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 16, 2022		CITY OF WEST ALLIS
Contract Name	Standard governing terms		7525 WEST GREENFIELD AVE
	in Supplier's quote		PURCHASING/CENTRAL SERVICES
Contract Code	C000000006563		WEST ALLIS, WI 53214-4648
Deal ID	22461215		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ramsey Alahmad

Shipping Group

Shipping To	Shipping Method
ROBERT BARWICK CITY OF WEST ALLIS 7525 GREENFIELD AVE ASSESSORS OFFICE WEST ALLIS, WI 53214 (414) 302-8300	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 3090 Small Form Factor	\$506.00	82	\$41,492.00
Subtotal:			\$41,492.00
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$41,492.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$41,492.00

Shipping Group Details

Shipping To

ROBERT BARWICK
CITY OF WEST ALLIS
7525 GREENFIELD AVE
ASSESSORS OFFICE
WEST ALLIS, WI 53214
(414) 302-8300

Shipping Method

Standard Delivery

	Quantity	Subtotal
OptiPlex 3090 Small Form Factor	82	\$41,492.00

Estimated delivery if purchased today:

May. 25, 2022

Contract # C000000006563

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3090 SFF BTX	210-BCOF	-	82	-
Acceleration Promo, Intel Core i3-10105; supports Windows 10/Linux	338-BZPT	-	82	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	82	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	82	-
8GB (1x8GB) DDR4 Non-ECC Memory	370-AGFP	-	82	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	82	-
M.2 22x30 Thermal Pad	412-AAQT	-	82	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	82	-
No Additional Hard Drive	401-AANH	-	82	-
Intel Integrated Graphics	490-BBFG	-	82	-
OptiPlex 3090 Small Form Factor with D10 200W up to 85% efficient Power Supply (80Plus Bronze), DAO	329-BGLU	-	82	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	82	-
DVD+/-RW Bezel	325-BDSH	-	82	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	82	-
CMS Essentials DVD no Media	658-BBTV	-	82	-
No Media Card Reader	379-BBHM	-	82	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	82	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	82	-
Chassis Intrusion Switch - SFF	461-AAEE	-	82	-
No Additional Cable	379-BBCY	-	82	-
No PCIe add-in card	492-BBFF	-	82	-
No Additional Add In Cards	382-BBHX	-	82	-
No Additional Video Ports	492-BCKH	-	82	-
No Keyboard Selected	580-AABG	-	82	-
No Mouse Selected	570-AAAF	-	82	-
No Cable Cover	325-BCZQ	-	82	-
SupportAssist	525-BBCL	-	82	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	82	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	82	-
Waves Maxx Audio	658-BBRB	-	82	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	82	-
ENERGY STAR Qualified	387-BBLW	-	82	-
Quick Setup Guide 3090 SFF	340-CXIL	-	82	-
Print on Demand Label	389-BDQH	-	82	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	82	-
Shipping Material	340-CQYR	-	82	-
Shipping Label	389-BBUU	-	82	-
Regulatory Label OptiPlex 3090SFF,Mexico	340-CXIT	-	82	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	82	-
Desktop BTS/BTP Shipment	800-BBIP	-	82	-
Dell Watchdog Timer	379-BERM	-	82	-
No Out-of-Band System Management	631-ADEN	-	82	-
No External ODD	429-ABGY	-	82	-
No Optane	400-BFPO	-	82	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	82	-
Fixed Hardware Configuration	998-FENN	-	82	-
Internal Speaker	520-AARD	-	82	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	82	-
ProSupport: Next Business Day Onsite, 39 Months	803-8645	-	82	-
ProSupport: 7x24 Technical Support, 39 Months	803-8701	-	82	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	82	-

Subtotal:	\$41,492.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$41,492.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@ dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

**CITY OF WEST ALLIS
RESOLUTION R-2022-0418**

**RESOLUTION TO AUTHORIZE THE AGREEMENT BETWEEN THE CITY AND
DELL TECHNOLOGIES TO PURCHASE NEW DESKTOP COMPUTERS FOR
\$34,408 FROM ACCOUNT 100-1101-517.51-11**

WHEREAS, The City has adopted a 5-year replacement cycle strategy to keep the desktop computers current that City Staff use to perform their daily duties. Rapid advancements in technology are causing some organizations to shorten this to a 3-year replacement strategy but we are staying with 5 years to lower our annual expenses; and

WHEREAS, Our Asset Management practice identified 32 computers in our Fire Department and 34 computers at the Library that have reached their 5-year end of life point. We added 2 ‘spares’ to our Request For Proposal for the needs of our West Allis Organization; and

WHEREAS, For the first time we are leveraging our relationship with West Milwaukee to also include their needs into our Request For Proposal. West Milwaukee needs to purchase 14 new computers bring the total needs of both our organizations to 82 devices; and

WHEREAS, West Milwaukee will be providing the funding for their 14 computers; and

WHEREAS, Four providers responded to our RFP and Dell Technology provided the lowest quote of the four; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the quote dated May 17th, 2022 for providing 82 Desktop Computers from Dell Technologies at a total cost of \$41,492 be and is hereby accepted. The account where this will be charged to cover the West Allis portion of this purchase (\$34,408) is account # 100-1101-517.51-11.

BE IT FURTHER RESOLVED, that the Information Technology Department be and is hereby authorized to enter into a contract for the aforesaid services.

SECTION 1: **ADOPTION** “R-2022-0418” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0418(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0418**

**RESOLUTION TO AUTHORIZE THE AGREEMENT BETWEEN THE CITY AND
DELL TECHNOLOGIES TO PURCHASE NEW DESKTOP COMPUTERS FOR
\$34,408 FROM ACCOUNT 100-1101-517.51-11**

WHEREAS, The City has adopted a 5-year replacement cycle strategy to keep the desktop computers current that City Staff use to perform their daily duties. Rapid advancements in technology are causing some organizations to shorten this to a 3-year replacement strategy but we are staying with 5 years to lower our annual expenses; and

WHEREAS, Our Asset Management practice identified 32 computers in our Fire Department and 34 computers at the Library that have reached their 5-year end of life point. We added 2 ‘spares’ to our Request For Proposal for the needs of our West Allis Organization; and

WHEREAS, For the first time we are leveraging our relationship with West Milwaukee to also include their needs into our Request For Proposal. West Milwaukee needs to purchase 14 new computers bring the total needs of both our organizations to 82 devices; and

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BE IT FURTHER RESOLVED, that the Information Technology Department be and is hereby authorized to enter into a contract for the aforesaid services.

SECTION 1: **ADOPTION** “R-2022-0418” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0418(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0419**

**RESOLUTION TO APPROVE AN AMENDMENT TO THE FY 2016-FY 2021
ANNUAL PLAN OF THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM, RELATIVE TO ALLOCATING AN ADDITIONAL \$140,000 OF
CONTINGENCY FUNDING TO THE FY 2021 COMMUNITY DEVELOPMENT
BLOCK GRANT ANNUAL PLAN FOR THE CREATION OF A NEW STREET
LIGHTING AND PEDESTRIAN IMPROVEMENT ACTIVITY**

WHEREAS, the Common Council of the City of West Allis has approved the FY2021 Community Development Block Grant (CDBG) Annual Action Plan under Resolution R-2021-0157.

WHEREAS, In February of 2022 Common Council approved R-2022-0104 to allocated \$200,000 of CDBG contingency funding to a street lighting and pedestrian improvement activity; and,

WHEREAS, two cost estimates have been received and an additional allocation of \$140,000 of contingency funding (for a total of \$340,000) to the FY 2021 Community Development Block Grant Annual Plan for the creation of said Street Lighting and Pedestrian Improvement Activity.

WHEREAS, the utilization of CDBG funds for street improvement activity meets HUD requirements for the CDBG program; and,

WHEREAS, the award of funds must be allocated to programs and activities meeting national objectives of the CDBG Program, such as assisting the needs of low- to moderate-income people and Street Lighting and Pedestrian Improvement; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby amends the FY 2016-FY 2021 Community Development Block Grant Action Plans, relative to allocating \$140,000 of additional contingency funding for a total of \$340,000 to the FY 2021 Community Development Block Grant Annual Plan for the creation of a new Street Lighting and Pedestrian Improvement activity.

BE IT FURTHER RESOLVED that the Manager of Planning and Zoning or his designee, be and is hereby authorized to enter carry out these amendments for said funds.

SECTION 1: **ADOPTION** “R-2022-0419” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0419(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0374**

RESOLUTION APPROVING AN AGREEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) TO RECEIVE \$86,735.00 IN FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM FOR THE INSTALLATION OF GREEN INFRASTRUCTURE ON THE FOLLOWING ALLEYS: 1. THE NORTH/SOUTH ALLEY WEST OF SOUTH WOLLMER ROAD, WITH WEST OHIO AVENUE ON THE NORTH AND WEST WILDWOOD LANE ON THE SOUTH; 2. THE NORTH/SOUTH AND EAST/WEST ALLEY NORTH OF WEST NATIONAL AVENUE AND WEST OF SOUTH 74TH STREET, WITH WEST LAPHAM STREET ON THE NORTH AND SOUTH 75TH STREET ON THE WEST.

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

WHEREAS, the City of West Allis recognizes the importance of the use of Green Infrastructure for managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to work with MMSD on this Green Infrastructure project to install pervious pavers to capture and retain stormwater as part of the reconstruction of the street and,

WHEREAS, the MMSD will provide funding not to exceed \$86,735.00 for the installation of the permeable pavemen through their Green Solutions Program; and,

WHEREAS, the City will maintain records documenting all expenditures made during the green infrastructure installation.

NOW THEREFORE,BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the installation of Green Infrastructure in the proposed reconstruction of the 2022 Alleys, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

BE IT FURTHER RESOLVED that the total eligible estimated project cost is \$167,973.00 of which \$86,735.00 is the MMSD share and the remaining \$81,238.00 is the local municipal share. The local municipal share was budgeted in 2022 for the 2022 Alley project (P2201A/R and P2202A/R). It is understood that West Allis will perform the work in compliance with the funding requirements.

BE IT FURTHER RESOLVED that the City Engineer be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the 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.

SECTION 1: **ADOPTION** “R-2022-0374” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0374(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Green Solutions Funding Agreement G98005P104

Two Green Alleys

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. West Allis plans to install green infrastructure that supports the District's green infrastructure goals.

3. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 14 of this Agreement.

4. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (project), up to \$86,735. The District will provide funding after the District receives the Baseline Report and the Maintenance covenant.

5. Location of Project

The project will be in two alleys:

- A. the north/south alley west of South Wollmer Road, with West Ohio Avenue on the north and West Wildwood Lane on the south; and
- B. the north/south and east/west alley north of West National Avenue and west of South 74th Street, with West Lapham Street on the north and South 75th Street on the west.

6. Baseline Report

After completion of the project, West Allis will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. a site drawing, showing the project as completed;
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- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a maintenance covenant is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the project by West Allis's employees, contractors, consultants, and volunteers.

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West Allis will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

West Allis will send the Baseline Report and the invoice to:

Andrew Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446

The District will not provide reimbursement until the project is complete and the District has received all required deliverables.

8. Changes in the Project and Modifications to the Agreement

Any changes to the project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless West Allis obtains prior written approval from the District.

9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

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West Allis will maintain the project for at least ten years. If the project fails to perform as anticipated or if maintaining the project is not feasible, then West Allis will provide a report to the District explaining the failure of the project or why maintenance is not feasible. Failure to maintain the project will make West Allis ineligible for future District funding until West Allis corrects maintenance problems.

11. Permits, Certificates, and Licenses

West Allis is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

12. Procurement

West Allis must select professional service providers according to the ordinances and policies of West Allis. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of West Allis. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and the ordinances of West Allis.

13. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction, and maintenance of the project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the project or West Allis.

West Allis will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the project.

14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by West Allis. West Allis may terminate this Agreement at any time, but West Allis will not receive any payment from the District if West Allis does not complete the project.

15. Maintenance Covenant

After the completion of construction, the District must receive a maintenance covenant from West Allis. The maintenance covenant will be limited to the project. The term of the maintenance covenant will be ten years. West Allis will cooperate with the District to prepare the maintenance covenant.

16. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District for the project.

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

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All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the recipient's address as stated in this Agreement; or
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21. Independence of the Parties

This Agreement does not create a partnership. West Allis does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

23. Public Records

West Allis will produce any records in the possession of West Allis that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. West Allis will indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Peter C. Daniels, P.E.
City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement G98005P104

Two Green Alleys

Project Description

In two alleys, West Allis will replace the existing alleys using concrete pavement and permeable pavers. The concrete areas will drain to the permeable pavers. The stone areas under the pavers will be designed to retain up to the first half-inch of rainfall. The project will install 2,360 square feet of permeable pavers, providing a design detention capacity of 7,080 gallons.

The alleys are in the following areas:

- A. the north/south alley west of South Wollmer Road, with West Ohio Avenue on the north and West Wildwood Lane on the south; and
- B. the north/south and east/west alley north of West National Avenue and west of South 74th Street, with West Lapham Street on the north and South 75th Street on the west.

Attachments 1 and 2 show the location of the alleys.

Schedule

West Allis will complete construction no later than December 31, 2022.

Budget

The budget for the green infrastructure elements is \$86,735, as described in Attachment 3.

Outreach and Education

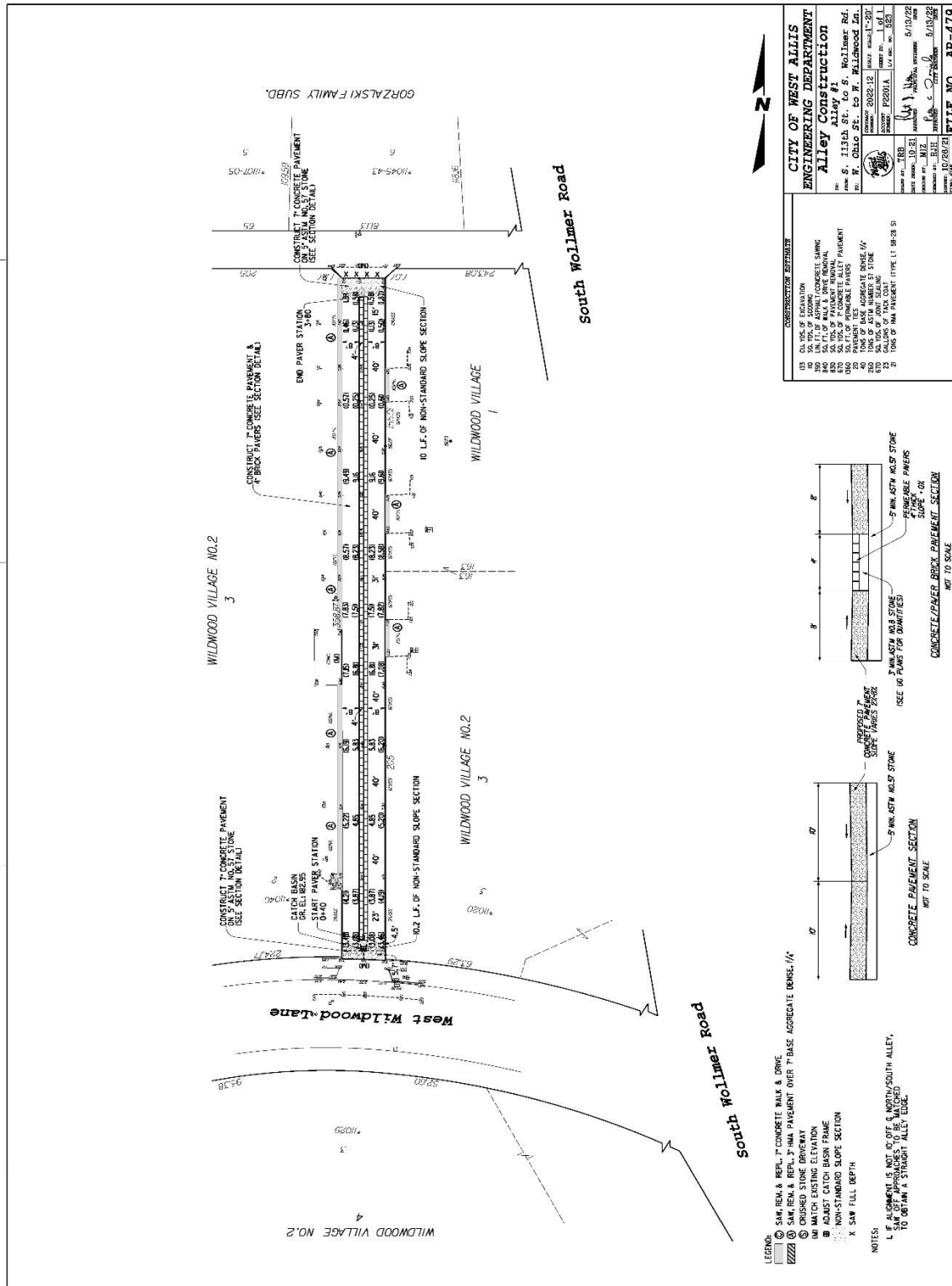
West Allis will post educational signage or describe the project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

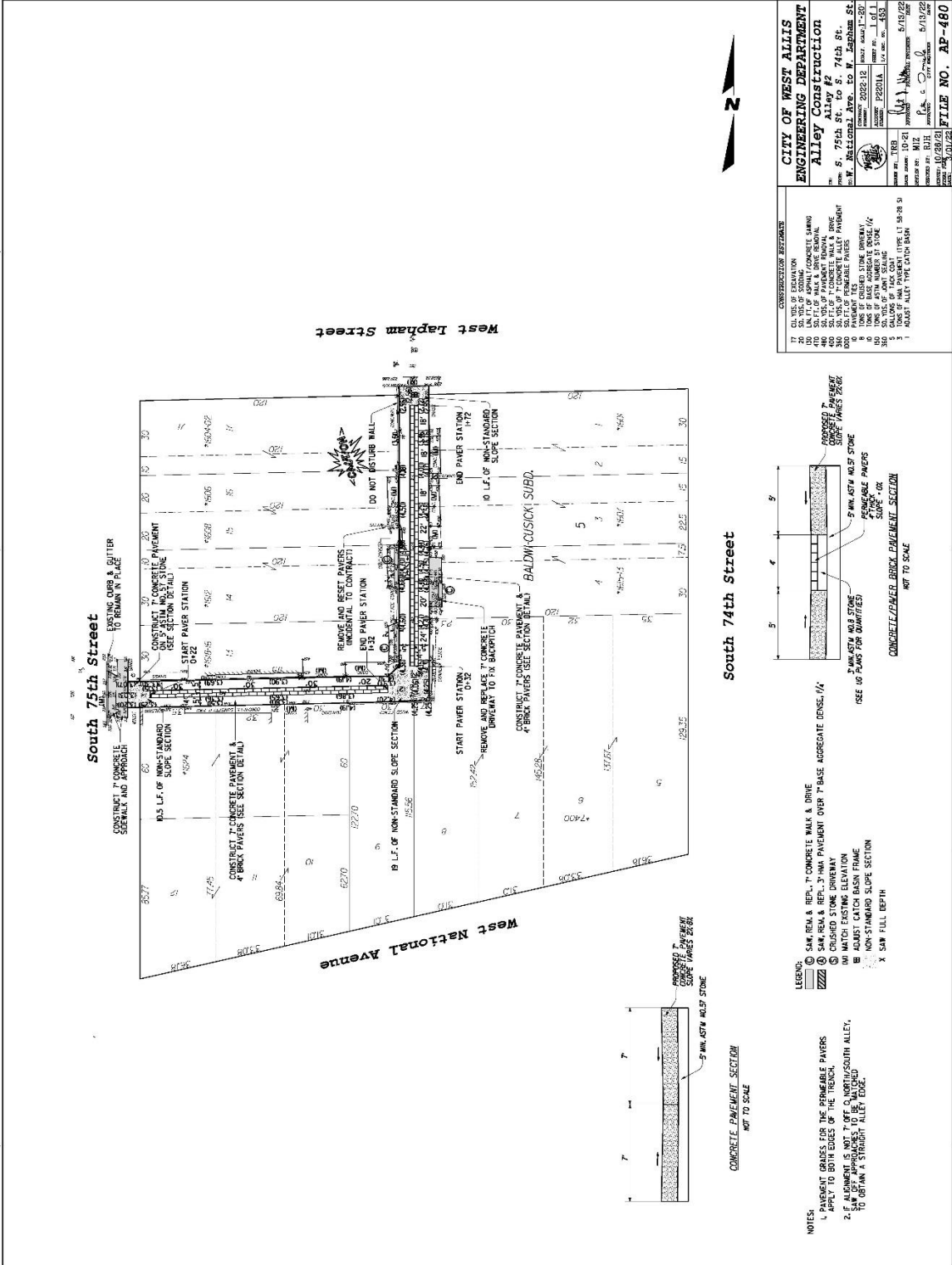
Signage will:

- 1. be either designed and provided by the District and approved by West Allis or provided by West Allis and approved by the District,
- 2. be at a location approved by the District, and
- 3. identify the District as funding the green infrastructure by name, logo, or both.

Attachment 1 Wildwood/Ohio Green Alley Location



Attachment 2
Lapham/75th Green Alley Location



Attachment 3
Estimated Cost for Green Infrastructure Elements

Item	QUANTITY	UNITS	UNIT PRICE	TOTAL
Excavation	210	Cu. Yds.	\$30.00	\$6,300.00
Pavement Removal	1,310	Sq. Yds.	\$5.500	\$7,205.00
Permeable Pavers	2,360	Sq. Ft.	\$10.00	\$23,600.00
Reset Pavers	236	Tons	\$15.00	\$3,540.00
ASTM No. 57 Stone	280	Tons	\$33.00	\$9,240.00
ASTM No. 8 Stone	710	Tons	\$35.00	\$24,850.00
Geotextile Fabric, Type DF	900	Sq. Yds.	\$10.00	\$9,000.00
6" Dia. Storm Underdrain	40	Lin. Ft.	\$50.00	\$2,000.00
Core 6" Storm Underdrain Connection	1	Each	\$1000.00	\$1,000.00
TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION				\$86,735.00

**CITY OF WEST ALLIS
RESOLUTION R-2022-0374**

RESOLUTION APPROVING AN AGREEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) TO RECEIVE \$86,735.00 IN FUNDING THROUGH THE MMSD GREEN SOLUTIONS PROGRAM FOR THE INSTALLATION OF GREEN INFRASTRUCTURE ON THE FOLLOWING ALLEYS: 1. THE NORTH/SOUTH ALLEY WEST OF SOUTH WOLLMER ROAD, WITH WEST OHIO AVENUE ON THE NORTH AND WEST WILDWOOD LANE ON THE SOUTH; 2. THE NORTH/SOUTH AND EAST/WEST ALLEY NORTH OF WEST NATIONAL AVENUE AND WEST OF SOUTH 74TH STREET, WITH WEST LAPHAM STREET ON THE NORTH AND SOUTH 75TH STREET ON THE WEST.

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to enter into an Intergovernmental Cooperation Agreement with another municipality for the furnishing of services; and,

WHEREAS, the City of West Allis recognizes the importance of the use of Green Infrastructure for managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to work with MMSD on this Green Infrastructure project to install pervious pavers to capture and retain stormwater as part of the reconstruction of the street and,

WHEREAS, the MMSD will provide funding not to exceed \$86,735.00 for the installation of the permeable pavemen through their Green Solutions Program; and,

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NOW THEREFORE,BE IT RESOLVED By the Common Council of the City of West Allis that the City Engineer be and is hereby authorized and directed to enter into a Green Solutions Funding Agreement with the MMSD for the installation of Green Infrastructure in the proposed reconstruction of the 2022 Alleys, a copy of the Green Solutions Funding Agreement is attached hereto and by reference made a part hereof.

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SECTION 1: **ADOPTION** “R-2022-0374” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2022-0374(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer

Rebecca Grill

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine

Dan Devine, Mayor City Of West Allis





June 16, 2022

Robert Hutter
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

Subject: Green Solutions Funding Agreement G98005P104: Two Green Alleys

Dear Mr. Hutter:

Enclosed is one copy of a fully-executed Green Solutions Funding Agreement G98005P104: Two Green Alleys, for your records.

Should you have any questions, please contact me at (414) 225-2245.

Sincerely,

Andy Kaminski
Project Manager

Enclosure



Green Solutions Funding Agreement G98005P104

Two Green Alleys

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of West Allis (West Allis), 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

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If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

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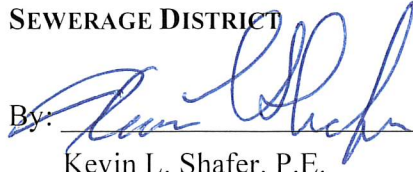
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Signatures on Next Page

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

By: 
Kevin L. Shafer, P.E.
Executive Director


CITY OF WEST ALLIS

By: Peter C. Daniels, P.E. Digitally signed by Peter C. Daniels, P.E.
Date: 2022.06.09 11:55:49 -05'00'
Peter C. Daniels, P.E.
City Engineer

Date: 6/10/22

Date: June 9, 2022

Approved as to Form

By: 
Attorney for the District

Green Solutions Funding Agreement G98005P104

Two Green Alleys

Project Description

In two alleys, West Allis will replace the existing alleys using concrete pavement and permeable pavers. The concrete areas will drain to the permeable pavers. The stone areas under the pavers will be designed to retain up to the first half-inch of rainfall. The project will install 2,360 square feet of permeable pavers, providing a design detention capacity of 7,080 gallons.

The alleys are in the following areas:

- A. the north/south alley west of South Wollmer Road, with West Ohio Avenue on the north and West Wildwood Lane on the south; and
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Attachments 1 and 2 show the location of the alleys.

Schedule

West Allis will complete construction no later than December 31, 2022.

Budget

The budget for the green infrastructure elements is \$86,735, as described in Attachment 3.

Outreach and Education

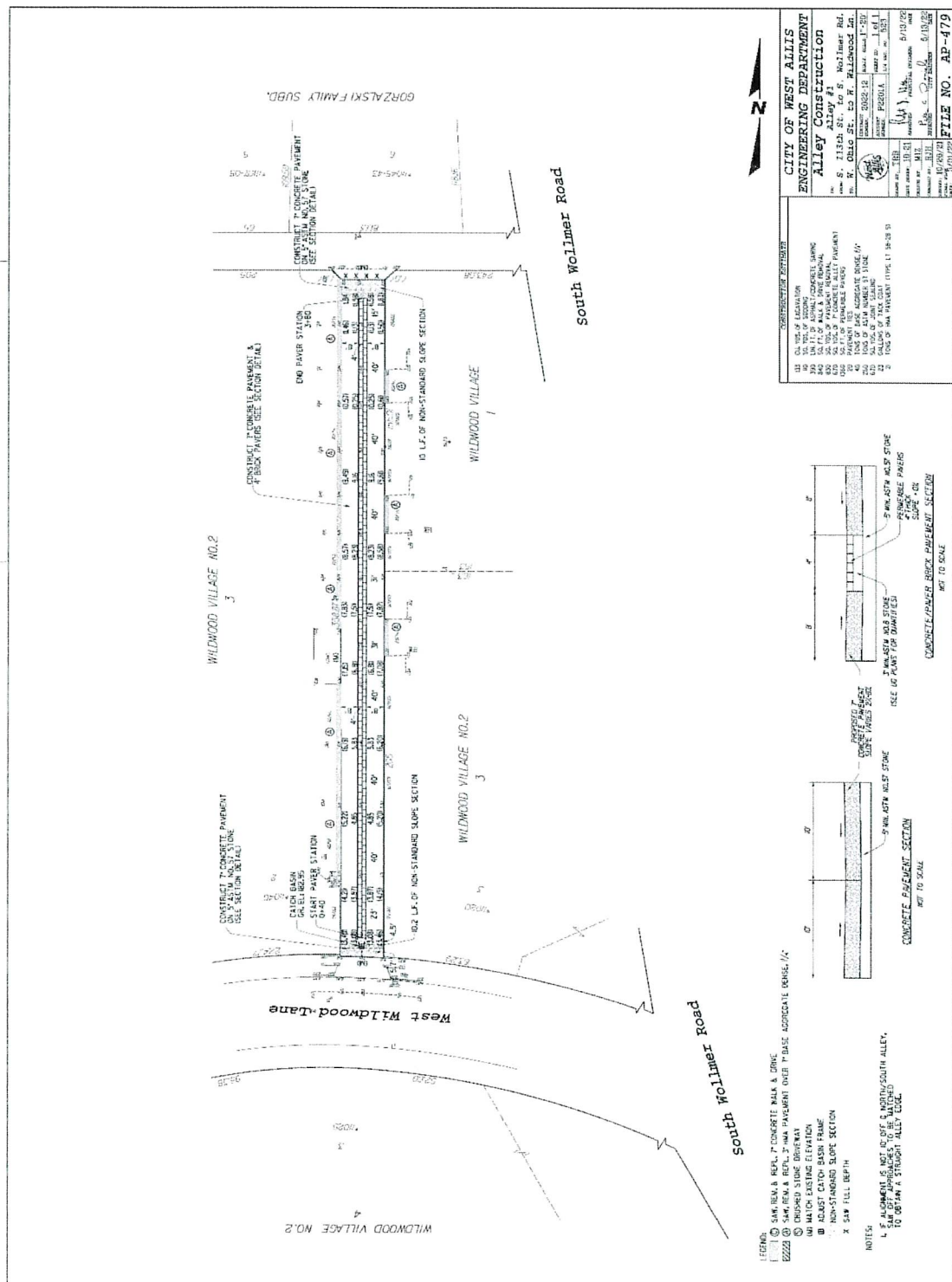
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Educational materials will acknowledge District funding for the Project.

Signage will:

1. be either designed and provided by the District and approved by West Allis or provided by West Allis and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Wildwood/Ohio Green Alley Location



Lapham/75th Green Alley Location



Attachment 3
Estimated Cost for Green Infrastructure Elements

Item	QUANTITY	UNITS	UNIT PRICE	TOTAL
Excavation	210	Cu. Yds.	\$30.00	\$6,300.00
Pavement Removal	1,310	Sq. Yds.	\$5.500	\$7,205.00
Permeable Pavers	2,360	Sq. Ft.	\$10.00	\$23,600.00
Reset Pavers	236	Tons	\$15.00	\$3,540.00
ASTM No. 57 Stone	280	Tons	\$33.00	\$9,240.00
ASTM No. 8 Stone	710	Tons	\$35.00	\$24,850.00
Geotextile Fabric, Type DF	900	Sq. Yds.	\$10.00	\$9,000.00
6" Dia. Storm Underdrain	40	Lin. Ft.	\$50.00	\$2,000.00
Core 6" Storm Underdrain Connection	1	Each	\$1000.00	\$1,000.00
TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION				\$86,735.00

Document No.

**EASEMENT
AGREEMENT**

This space is reserved for recording data

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number (PIN): 449-9981-019

THIS EASEMENT AGREEMENT (*Agreement*) for a Water Main Easement granted by Wiscraft, Inc., hereinafter referred to as the "Grantor" to the CITY OF WEST ALLIS, a Wisconsin Municipal Corporation, hereinafter referred to as the "Grantee"

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the Property) and the Grantor is willing to grant an easement therefore on the terms and conditions hereof and the maintenance and operation of said water main and appurtenances by the Grantee.

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Exhibit A (the Easement Area) for the purposes of constructing, maintaining, repairing, rebuilding, and operating a water main and appurtenances through and along the premises hereinafter described and owned by the Grantor and such other utilities as the City may run through the Easement Area.

AGREEMENT:

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor for itself, its heirs, successors and assigns do hereby grant unto the Grantee, its successors and assigns, a perpetual easement over, under, through, along, and upon the lands described as follows:

The part of the northwest ¼ of the northwest ¼ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet to the point of beginning, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence South 1°10'28" East 9.26 feet, thence South 88°49'32" West 17.00 feet, thence South 1°10'28" East 17.00 feet, thence South 88°49'32" West 8.62 feet to the point of beginning, the above described tract contains 383.6 Square feet or 0.0088 acres of land.

The part of the northwest ¼ of the northwest ¼ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence North 1°10'28" West 338.30 feet to the point of beginning, thence South 88°49'32" East 25.49 feet, thence North 1°10'28" West 13.88 feet, thence North 41°11'52" East 37.38 feet, thence South 1°10'28" East 41.82 feet to the point of beginning, the above described land contains 709.9 square feet or 0.0163 acres of land.

Drawing No.: Exhibit A, Y-1195

granting to the Grantee the right, permission, and authority to construct, maintain, operate, repair and rebuild a water main and appurtenances through, under and along the aforesaid lands:

1. Grant of Easement. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors to access to the property to continue the existing water main lines that run through the property and to maintain, repair, and/or replace such utility lines.
2. Repair of Easement Area. Grantee and its agents shall have the right to enter the aforesaid lands for the purpose of exercising the rights herein acquired, but the Grantee agrees to restore or cause to have restored, the surface of the aforesaid lands, as nearly as is reasonable possible, to the condition existing prior to such entry by the Grantee or its agent.
3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the water main or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.
4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.
6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.
8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Dated: _____

_____ (GRANTOR):

BY: _____
Name

Title

_____ (GRANTEE):

BY: _____
Name

Title

EXHIBIT A**W. ORCHARD ST.**

N88°28'32"E 785.15'

S. 108th ST.**CSM 6713
PARCEL 1**

N01°10'28"W 460.00'

**CSM 6713
PARCEL 2**

N41°11'52"E 37.83'
 N01°10'28"W 13.88'
 S88°49'32"W 25.49'

S01°10'28"E 41.82'
 P.O.B.

EASEMENT DESCRIPTION

That part of the northwest 1/4 of the northwest 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet to the point of beginning, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence South 1°10'28" East 9.26 feet, thence South 88°49'32" West 17.00 feet, thence South 1°10'28" East 17.00 feet, thence South 88°49'32" West 8.62 feet to the point of beginning, the above described tract contains 383.6 Square feet or 0.0088 acres of land.

also

That part of the northwest 1/4 of the northwest 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence North 1°10'28" West 338.30 feet to the point of beginning, thence South 88°49'32" East 25.49 feet, thence North 1°10'28" West 13.88 feet, thence North 41°11'52" East 37.38 feet, thence South 1°10'28" East 41.82 feet to the point of beginning, the above described land contains 709.9 square feet or 0.0163 acres of land.

N88°28'32"E 200.00'

N01°10'28"W 90.00'

SW CORNER OF PARCEL 2
CSM 5713**CSM 1109
PARCEL 1**

N88°49'32"E 25.62'
 N01°10'28"W 26.26'
 N88°49'32"E 456.88'
 S88°49'32"W 8.62'

S01°10'28"E 9.26'
 P.O.B.
 S88°49'32"W 17.00'
 S01°10'28"E 17.00'

Water Main Easement recorded
on Document No. 7947704Water Main Easement recorded
on Document No. 7947704Water Main Easement recorded
on Document No. 7947704

S88°28'32"W 1079.89'

**CSM 1109
PARCEL 2**

kapur
 7711 N. Port Washington Road
 Milwaukee, Wisconsin 53217
 kapurinc.com

SCALE: 1" = 100'
 0 50 100

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project Wiscraft - Hydrant Relocates	Road name Easement at 1540 S 108 th St	Highway E/O S 108 th St	County Milwaukee
Right of way plat date N/A	Plat sheet number(s) Exhibit A, Y-1195	Previously approved Relocation Order date Not Applicable	

Description of termini of project: Easement Extension

The part of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1°10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet to the point of beginning, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence South 1°10'28" East 9.26 feet, thence South 88°49'32" West 17.00 feet, thence South 1°10'28" East 17.00 feet, thence South 88°49'32" West 8.62 feet to the point of beginning, the above described tract contains 383.6 Square feet or 0.0088 acres of land.

The part of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 5, Township 6 North, Range 21 East, in the city of West Allis County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the Southwest corner of Parcel 2, Certified Survey Map No. 6713 thence North 1° 10'28" West along the east right of way line for South 108th Street 82.00 feet, thence North 88°49'32" East 456.88 feet, thence North 1°10'28" West 26.26 feet, thence North 88°49'32" East 25.62 feet, thence North 1°10'28" West 338.30 feet to the point of beginning, thence South 88°49'32" East 25.49 feet, thence North 1°10'28" West 13.88 feet, thence North 41°11'52" East 37.38 feet, thence South 1°10'28" East 41.82 feet to the point of beginning, the above described land contains 709.9 square feet or 0.0163 acres of land.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 and 32.05(1), Wisconsin Statutes, the City of West Allis orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of West Allis
3. This order supersedes and amends any previous order issued by the: City of West Allis

Dan Devine

(Date)

Rebecca Grill

(Date)

Mayor
(Title)

City Clerk
(Title)

**CITY OF WEST ALLIS
RESOLUTION R-2022-0379**

**RESOLUTION CONSTITUTING A RELOCATION ORDER, FOR THE LAYING
OUT, RELOCATION AND IMPROVEMENT OF A WATER TRANSMISSION AND
DISTRIBUTION FACILITY**

WHEREAS, it is necessary and in the public interest that this water transmission and distribution facility be laid out, relocated and improved (the "Project"); and,

WHEREAS, this Resolution constitutes a Relocation Order in accordance with Sec. 32.05(1) of the Wisconsin Statutes for the purpose of the Project and is also a determination of necessity for that Project, in accordance with Secs. 62.22 and 32.07(2) of the Wisconsin Statutes.

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

1. That the City of West Allis hereby determines that it is a necessary and public purpose to construct water transmission and distribution facilities and similar water improvements.
2. That the site of said water transmission and distribution facilities and similar water improvements is contained in Exhibit "A" which is incorporated herein.
3. That the City of West Allis will acquire a permanent easement for water transmission and distribution facilities and similar water improvements as indicated on Exhibits "A".
4. That the Relocation Order for the Project, a copy of which Relocation Order is attached hereto as Exhibit "B" and made a part hereof, be and the same is hereby approved.
5. That the Mayor and City Administrator/Clerk are hereby authorized and directed to execute and deliver the aforesaid Relocation Order on behalf of the City.
6. That a certified copy of this Resolution be filed with the Milwaukee County Clerk within twenty (20) days of its adoption and final approval.

SECTION 1: **ADOPTION** "R-2022-0379" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0379(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0379**

**RESOLUTION CONSTITUTING A RELOCATION ORDER, FOR THE LAYING OUT,
RELOCATION AND IMPROVEMENT OF A WATER TRANSMISSION AND
DISTRIBUTION FACILITY**

WHEREAS, it is necessary and in the public interest that this water transmission and distribution facility be laid out, relocated and improved (the "Project"); and,

WHEREAS, this Resolution constitutes a Relocation Order in accordance with Sec. 32.05(1) of the Wisconsin Statutes for the purpose of the Project and is also a determination of necessity for that Project, in accordance with Secs. 62.22 and 32.07(2) of the Wisconsin Statutes.

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

1. That the City of West Allis hereby determines that it is a necessary and public purpose to construct water transmission and distribution facilities and similar water improvements.
2. That the site of said water transmission and distribution facilities and similar water improvements is contained in Exhibit "A" which is incorporated herein.
3. That the City of West Allis will acquire a permanent easement for water transmission and distribution facilities and similar water improvements as indicated on Exhibits "A".
4. That the Relocation Order for the Project, a copy of which Relocation Order is attached hereto as Exhibit "B" and made a part hereof, be and the same is hereby approved.
5. That the Mayor and City Administrator/Clerk are hereby authorized and directed to execute and deliver the aforesaid Relocation Order on behalf of the City.
6. That a certified copy of this Resolution be filed with the Milwaukee County Clerk within twenty (20) days of its adoption and final approval.

SECTION 1: **ADOPTION** "R-2022-0379" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0379(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Vince Vitale	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Tracy Stefanski	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Marty Weigel	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Suzette Grisham	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Danna Kuehn	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Ald. Thomas Lajsic	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Dan Roadt	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Rosalie Reinke	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Kevin Haass	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0410**

**RESOLUTION TO APPROVE BID OF STATE CONTRACTORS, INC. FOR ALLEY
RECONSTRUCTION IN THE CITY OF WEST ALLIS IN THE AMOUNT OF
\$192,472.00**

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 State Contractors, Inc. for 2022 Project No. 12 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of State Contractors, Inc. for 2022 Project No. 12 for removal and reconstruction of concrete alley pavement, permeable pavement, storm underdrain, and utility adjustments in:

North/South alley between S. 113st St. to S. Wollmer Rd.: W. Ohio St. to W. Wildwood Ln.
N/S and E/W alley between S. 74th St. to S. 75st St.: W. National Ave. to W. Lapham St.

(PLAN FILE NOS. AP-479, U-2680, AP-480, U-2681)

for the sum of One Hundred Ninety-Two Thousand, Four Hundred Seventy-Two and 00/100 dollars (\$192,472.00) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds, Storm Water Management Funds, Special Assessments and MMSD Green Solutions Funds.

SECTION 1: **ADOPTION** “R-2022-0410” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0410(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0410**

**RESOLUTION TO APPROVE BID OF STATE CONTRACTORS, INC. FOR ALLEY
RECONSTRUCTION IN THE CITY OF WEST ALLIS IN THE AMOUNT OF
\$192,472.00**

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 State Contractors, Inc. for 2022 Project No. 12 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of State Contractors, Inc. for 2022 Project No. 12 for removal and reconstruction of concrete alley pavement, permeable pavement, storm underdrain, and utility adjustments in:

North/South alley between S. 113st St. to S. Wollmer Rd.: W. Ohio St. to W. Wildwood Ln.
N/S and E/W alley between S. 74th St. to S. 75st St.: W. National Ave. to W. Lapham St.

(PLAN FILE NOS. AP-479, U-2680, AP-480, U-2681)

for the sum of One Hundred Ninety-Two Thousand, Four Hundred Seventy-Two and 00/100 dollars (\$192,472.00) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds, Storm Water Management Funds, Special Assessments and MMSD Green Solutions Funds.

SECTION 1: **ADOPTION** “R-2022-0410” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0410(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0411**

**RESOLUTION TO APPROVE BID OF MP SYSTEMS, INC FOR BECHER STREET
STRING LIGHTING A COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT IN THE CITY OF WEST ALLIS IN THE AMOUNT OF \$338,388.38**

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 MP Systems, Inc. for 2022 Project No. 13 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of MP Systems, Inc. for 2022 Project No. 13 for the installation of poles and string lighting, and all incidental items necessary to complete the work in:

West Becher Street from South 68th Street to South 70th Street

(PLAN FILE NO. I-1023)

for the sum of Three Hundred Thirty-Eight Thousand, Three Hundred Eighty-Eight and 38/100 dollars (\$338,388.38) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and, BE IT FURTHER RESOLVED That said improvements be installed with funding by Community Development Block Grant.

SECTION 1: **ADOPTION** “R-2022-0411” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0411(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



Peter C. Daniels, P.E.
City Engineer
Engineering Department
pdaniels@westalliswi.gov
414.302.8360

MEMORANDUM

TO: Dan Roadt
Vince Vitale
Suzzette Grisham
Rosalie L. Reinke
Tracy Stefanski

FROM: Peter C. Daniels, P.E., City Engineer

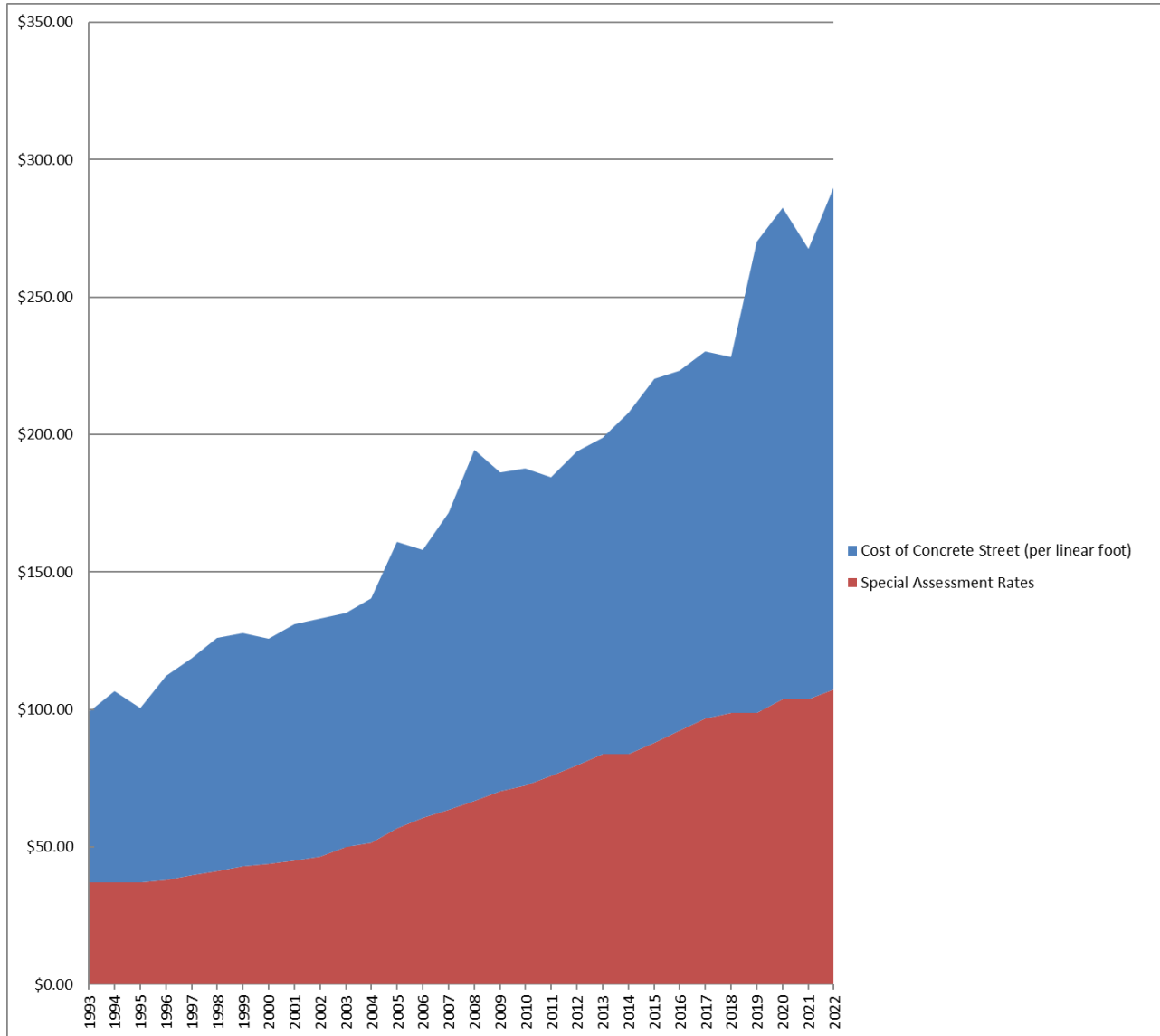
DATE: June 7, 2022

SUBJECT: Communication regarding 2023 Special Assessment Rates

The Engineering Department is recommending a **4% increase** in the 2023 special assessment rates. The bids we received in 2022 revealed an 11.4% increase in the cost of constructing concrete streets over 2021. And in spite of the decline in prices in 2021, the City continues to experience less buying power due to the huge 32.5% increase in prices we experienced in 2019. In fact, our bids have increased a total of 41.1% over the 3 years since 2019, but our special assessment rates have only increased 8.7% since then.

Understandably the Council chose to leave special assessment rates unchanged in 2021 due to the hardship experienced by West Allis taxpayers as a result of various laws, orders and regulations implemented at all levels of government during the COVID-19 pandemic.

Over the last 28 years, the fluctuations in price for the City have alternated between steep increases like in 2019 to moderate decreases as we experienced in 2021. The average increase in prices though has been 4.2% per year over the last 28 years. The Engineering Department is therefore recommending that we at least raise special assessment rates in line with this average 4% increase even though this will not keep up with past inflationary rises in cost. A 4% increase in 2023 would represent a 13.0% increase in special assessments since 2019 in comparison to our 41.1% rise in prices over the same period. But raising special assessments in line with the 28-year average of 4% is probably the most that the residents can absorb given the lingering effects of COVID-19 on our economy.



City of West Allis
2023 STANDARD ASSESSMENT RATES-4.0% Rate Increase

Type of Improvement	Standard (100%)	Comm. (125%)	Mfg. (150%)
Street Paving:			
New Construction.....	111.61	139.51	167.42
Reconstruction.....	66.97	83.71	100.45
Major Asphalt Resurface/Rural Section Asphalt.....	55.81	69.76	83.71
Minor Asphalt Resurface	44.64	55.81	66.97
Interim Asphalt Resurface.....	22.32	27.90	33.48
Concrete Pavement Repair.....	13.39	16.74	20.09
Service Drive New.....	74.41	93.01	111.61
Service Drive - Resurface.....	29.76	37.20	44.64
Alleys (Concrete)			
..... 20' Wide.....	58.88	73.61	88.33
..... 18' Wide.....	55.57	69.46	83.35
..... 16' Wide.....	52.22	65.27	78.33
..... 15' Wide.....	50.55	63.19	75.83
..... 14' Wide.....	48.87	61.09	73.30
..... 13' Wide.....	47.23	59.03	70.84
..... 12' Wide.....	45.58	56.98	68.37
..... 10' Wide.....	42.24	52.81	63.37
Alleys (Reconstruct)			
..... 20' Wide.....	41.22	51.52	61.82
..... 18' Wide.....	38.89	48.61	58.33
..... 17' Wide.....	37.72	47.15	56.58
..... 16' Wide.....	36.55	45.68	54.82
..... 15' Wide.....	35.40	44.25	53.10
..... 14' Wide.....	34.26	42.82	51.39
..... 13' Wide.....	33.05	41.31	49.58
..... 12' Wide.....	31.88	39.85	47.81
..... 10' Wide.....	29.59	36.99	44.38
Alleys (Resurfacing):			
..... 20' Wide.....	20.61	25.77	30.92
..... 18' Wide.....	19.43	24.28	29.14
..... 16' Wide.....	18.26	22.83	27.39
..... 15' Wide.....	17.69	22.11	26.54
..... 14' Wide.....	17.12	21.40	25.68
..... 13' Wide.....	16.55	20.68	24.82
..... 12' Wide.....	15.98	19.98	23.98
..... 10' Wide.....	14.76	18.45	22.14
Sidewalk:			
5" Concrete (per lin. ft.).....	36.38	36.38	36.38
5" Concrete (per sq. ft.).....	7.30	7.30	7.30
7" Concrete (per lin.ft.).....	41.69	41.69	41.69
7" Concrete (per sq. ft.).....	8.36	8.36	8.36
5" Concrete (per lin. ft.)(sidewalk program only).....	36.38 x50%*	36.38 x62.5%*	36.38 x75%*
7" Concrete (per lin. ft.)(sidewalk program only).....	41.69 x50%*	41.69 x62.5%*	41.69 x75%*
9" Concrete (per lin. ft.)(sidewalk program only).....	52.14 x50%*	52.14 x62.5%*	52.14 x75%*
Mudjacking (per lin. ft.)(sidewalk program only).....	18.62 x50%*	18.62 x62.5%*	18.62 x75%*
Mudjacking (per sq. ft.)(sidewalk program only).....	3.71 x50%*	3.71 x62.5%*	3.71 x75%*
Carriage walk (per sq. ft.)(sidewalk program only).....	7.30 x50%*	7.30 x62.5%*	7.30 x75%*
Service Walk (per sq. ft.).....	7.30 x100%*	7.30 x100%*	7.30 x100%*
Grinding (per lin. ft.)*.....	2.26	2.26	2.26
*includes s/w, d/w, carriage walk, service walk			
*Based on typical shortside of property			
Driveway Approach:			
7" Concrete (per sq. ft.).....	8.36	8.36	8.36
9" Concrete (per sq. ft.).....	10.42	10.42	10.42
Misc. Asphalt: (per sq. ft.)			
Includes Walks, Driveways, etc.....	4.47	4.47	4.47
Steps: (per lin. ft. of riser).....			
.....	65.47	65.47	65.47
Modular Block or Timber Walls: (per sq. ft.).....			
.....	28.02	28.02	28.02
Brick/Stamped Concrete (per sq. ft.).....			
.....	10.97	10.97	10.97
Water main: (per lin. ft.).....			
.....	65.27	81.59	97.91
Sanitary Sewer Main: (per lin. ft.).....			
.....	92.70	115.87	139.04
Storm Sewer Laterals, Each.....			
.....	748.00	1727.00	full cost
Storm Sewer Lateral w/ extension, Each.....			
.....	1349.00	full cost	full cost
Sanitary Sewer Laterals, Each.....			
.....	full cost	full cost	full cost
Water Lateral, Each.....			
.....	full cost	full cost	full cost

**CITY OF WEST ALLIS
RESOLUTION R-2022-0353**

**RESOLUTION RELATIVE TO THE DETERMINATION FOR A CONDITIONAL
USE PERMIT FOR URBAN PIONEER, A PROPOSED MULTIFAMILY
DWELLING, TO BE LOCATED AT 8001 W. GREENFIELD AVE AND 80** W.
GREENFIELD AVE.**

WHEREAS, Transit Orientated Development (TOD), LLC, duly filed with the City Clerk an application for a conditional use permit; pursuant to Sec. 12.16 and Sec. 12.42(2), and 19.14 and 19.32 of the Revised Municipal Code of the City of West Allis, for a residential living project called the Urban Pioneer, a multi-unit residential use; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 7, 2022, at 7:00 p.m. in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. Transit Orientated Development (TOD, LLC) has offices at 420 S. 1 St. Milwaukee, WI 53204, WI 53202. Transit Innovations, LLC is the business holding company for TOD, LLC.
2. The subject properties at 8001 W. National Ave. (452-0703-001) are currently owned by PyraMax Bank FSB and the property at 80** W National Ave. (425-0603-000) is owned by Warren & Joyce Jones Revoc Liv Trust. TOD, LLC seeks site control and has an offer to purchase the properties.

The subject properties are more particularly described as follows, to-wit:

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

Parcel 1 of the Certified Survey Map No. 7956 and Lot 3 in the Block 5 of the Assessors Plat No. 259

Said land being located at 8001 W. National Ave. and 80** W. National Ave. 452-0703-001 and 452-0603-000.

3. "Urban Pioneer Condos" project a 5-story multi-unit residential building that would include up to 43 dwelling units, underground parking, surface parking and landscaping improvements. The multi-unit project is proposed to be located upon a combined total of 0.84 acres of land. The two existing lots being considered would also be combined via Certified Survey Map as a condition of approval (in advance of building permit). The subject area is zoned C-2, Neighborhood Commercial and the proposed use (dwelling with 5+ units) is considered a special/conditional use in the commercial zoning district.
4. The subject property is located south of National Ave., north of the Union Pacific Railroad and west of S. 80 St. Property to the north is zoned commercial. Property to the north is developed with a mixture of residential and commercial uses. Properties to the east are zoned commercial and developed as high-density residence. Properties to the south are developed as light industrial. Properties to the west are zoned commercial.
5. The use, value and enjoyment of other property in the surrounding area for permitted uses will not be substantially impaired or diminished by the establishment, maintenance or operation of the special use.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by TOD, LLC for a proposed multi-unit development, to be located at 8001 W. Greenfield Ave and 80** W. Greenfield Ave be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 and 19.14 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit as therein provided.

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

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

a. Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on April 27, 2022. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.

b. A CSM (Certified survey map), to consolidate properties into one lot, being approved by the Plan Commission and Common Council.

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

3. Off-Street Parking. The use project will provide off-street parking for 47 spaces (consisting of 37 underground and 10 surface spaces).

In granting this special use, the Common Council shall have the authority to modify parking requirements in accordance with the conditional use. Street parking and additional off-street shared parking options are available within the neighborhood. The property is also part of an area that is serviced by public transportation.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the commercial spaces to be open from 7 am - 10 pm seven (7) days a week. For the purpose of this special use, business operations that require a liquor license will be subject to the limitations established by the licensing and health committee and State law as it pertains to licensing or applicable permits.

5. Signage. Signage shall be permitted in compliance with the West Allis signage ordinance

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

per Chapter 7 of the Revised Municipal Code.

7. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries. Lighting is subject to a photometric lighting plan being approved by the Plan Commission.

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

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

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

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

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

9. Miscellaneous.

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

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

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 and 19.14 of the Revised Municipal Code.

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

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

12. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

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

Transit Orientated Development, LLC

City Clerk

SECTION 1: **ADOPTION** "R-2022-0353" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0353(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
Tuesday, June 7, 2022
7:00 p.m.

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday June 7, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Special Use Permit for Urban Pioneer, a proposed multifamily dwelling, to be located at 8001 W. National Ave. and 80** W. National Ave.

Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414-302-8460.

You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this May 9
City Clerk
PUBLISH: May 20, 2022 and May 27, 2022
R-2022-0353

NONDISCRIMINATION 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.

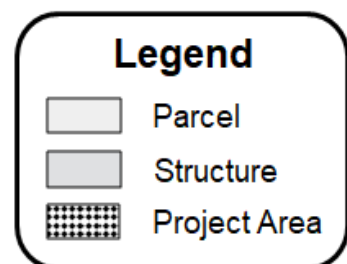
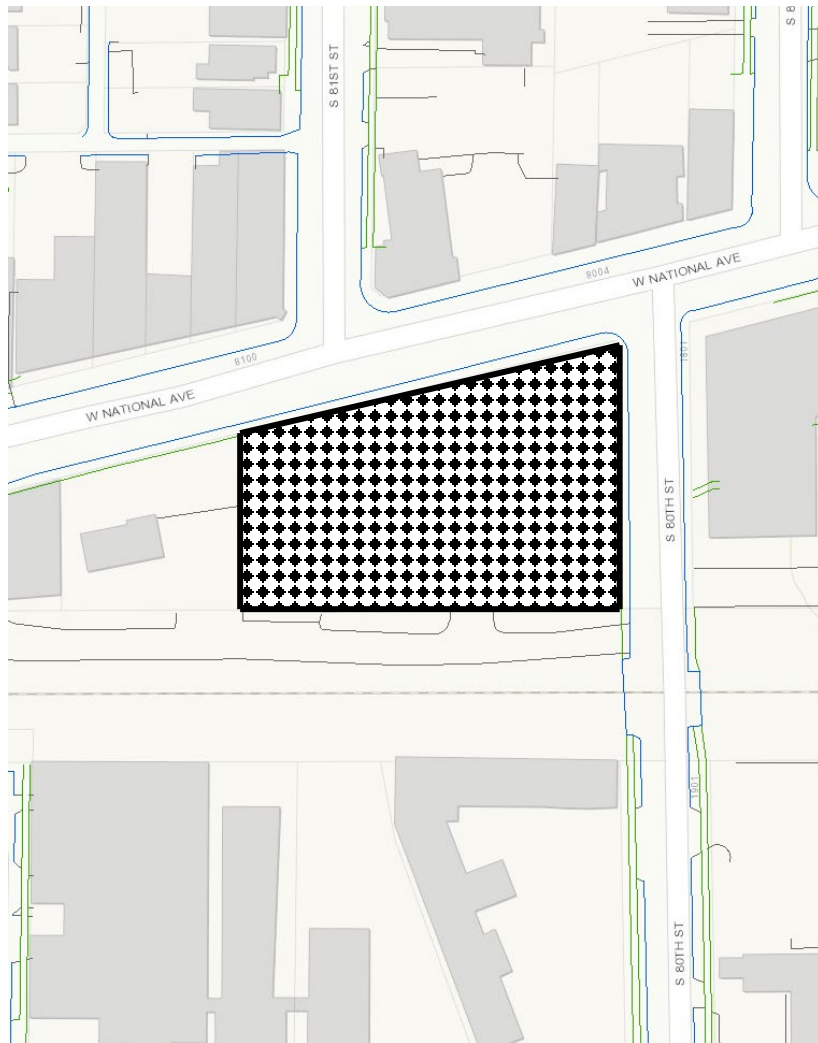
AMERICANS WITH DISABILITIES ACT NOTICE

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 enjoy 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

Special Use Permit for Urban Pioneer, a proposed multifamily dwelling, to be located at 8001 W. National Ave. and 80** W. National Ave.



MailingNar MailingNar MailingAdc MailingCSZ
 C & NW Transportation Union Pacific Omaha, NE 68179
 Bill Hoag Properties LLC 1910 S 81st West Allis, WI 53219
 The Rehberg Group, LLC 1909 S 80th West Allis, WI 53219
 The Rehberg Group LLC 1911 S 80th West Allis, WI 53219
 Leiner Trust Agreement W225 S947 Big Bend, WI 53103
 Benjamin P Prescher N7302 Mai Hartland, WI 53029
 Brian R & Karen S Nelson 1736 S 82nd West Allis, WI 53214
 PyraMax Bank FSB 7001 W Edg Greenfield, WI 53220
 Anthony Le David A Lei 1727 S 81st West Allis, WI 53214
 Warren & Joyce Jones W190 S753 Muskego, WI 53150
 Anthony W Nancy W Le 5680 Hwy 1 Colgate, WI 53017
 Mel Adams 8123 W Na West Allis, WI 53214
 8104 Nat, LLC 8104 W Na West Allis, WI 53214
 LT'L PNK HSZ LLC Gregory Ba Wautoma, WI 54982
 Jeffrey G Kouchich Rev 10014 W R Hales Corners, WI 53130
 MCH Properties LLC 8874 Gardendale, WI 53129
 Janice L North 827 S 91st West Allis, WI 53214
 Randy Eldie Lorraine Elk 13965 W N New Berlin, WI 53151
 Big Boyz Mufflers LLC 1464 S Union Milwaukee, WI 53204
 RMS Investments V LLC 856 E Hiaw Wisconsin Dells, WI 53965
 Amy Strozinsky 202 N 72nd West Allis, WI 53213
 H M Graphics Inc PO Box 143 Milwaukee, WI 53214
 West Allis 5 c/o MSP Re 1295 North Mendota Heights, MN 55120

**CITY OF WEST ALLIS
RESOLUTION R-2022-0353**

**RESOLUTION RELATIVE TO THE DETERMINATION FOR A CONDITIONAL USE
PERMIT FOR URBAN PIONEER, A PROPOSED MULTIFAMILY DWELLING, TO
BE LOCATED AT 8001 W. GREENFIELD AVE AND 80** W. GREENFIELD AVE.**

WHEREAS, Transit Orientated Development (TOD), LLC, duly filed with the City Clerk an application for a conditional use permit; pursuant to Sec. 12.16 and Sec. 12.42(2), and 19.14 and 19.32 of the Revised Municipal Code of the City of West Allis, for a residential living project called the Urban Pioneer, a multi-unit residential use; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 7, 2022, at 7:00 p.m. in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. Transit Orientated Development (TOD, LLC) has offices at 420 S. 1 St. Milwaukee, WI 53204, WI 53202. Transit Innovations, LLC is the business holding company for TOD, LLC.
2. The subject properties at 8001 W. National Ave. (452-0703-001) are currently owned by PyraMax Bank FSB and the property at 80** W National Ave. (425-0603-000) is owned by Warren & Joyce Jones Revoc Liv Trust. TOD, LLC seeks site control and has an offer to purchase the properties.

The subject properties are more particularly described as follows, to-wit:

All that land of the owner being located in the Northeast $\frac{1}{4}$ of Section 4, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin describes as follows:

Parcel 1 of the Certified Survey Map No. 7956 and Lot 3 in the Block 5 of the Assessors Plat No. 259

Said land being located at 8001 W. National Ave. and 80** W. National Ave. 452-0703-001 and 452-0603-000.

3. "Urban Pioneer Condos" project a 5-story multi-unit residential building that would include up to 43 dwelling units, underground parking, surface parking and landscaping improvements. The multi-unit project is proposed to be located upon a combined total of 0.84 acres of land. The two existing lots being considered would also be combined via Certified Survey Map as a condition of approval (in advance of building permit). The subject area is zoned C-2, Neighborhood Commercial and the proposed use (dwelling with 5 units) is considered a special/conditional use in the commercial zoning district.

4. The subject property is located south of National Ave., north of the Union Pacific Railroad and west of S. 80 St. Property to the north is zoned commercial. Property to the north is developed with a mixture of residential and commercial uses. Properties to the east are zoned commercial and developed as high-density residence. Properties to the south are developed as light industrial. Properties to the west are zoned commercial.

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

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application submitted by TOD, LLC for a proposed multi-unit development, to be located at 8001 W. Greenfield Ave and 80** W. Greenfield Ave be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 and 19.14 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit as therein provided.

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

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

a. Site, Landscaping, Screening and Architectural Plans approved by the West Allis Plan Commission on April 27, 2022. No alterations or modification to the approved plans shall be permitted without approval by the West Allis Plan Commission.

b. A CSM (Certified survey map), to consolidate properties into one lot, being approved by the Plan Commission and Common Council.

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

3. Off-Street Parking. The use project will provide off-street parking for 47 spaces (consisting of 37 underground and 10 surface spaces).

In granting this special use, the Common Council shall have the authority to modify parking requirements in accordance with the conditional use. Street parking and additional off-street shared parking options are available within the neighborhood. The property is also part of an area that is serviced by public transportation.

4. Hours of Operation. The grant of this Special Use Permit will allow the general hours of operation for the commercial spaces to be open from 7 am - 10 pm seven (7) days a week. For the purpose of this special use, business operations that require a liquor license will be subject to the limitations established by the licensing and health committee and State law as it pertains to licensing or applicable permits.

5. Signage. Signage shall be permitted in compliance with the West Allis signage ordinance

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

7. Outdoor Lighting. All exterior lighting fixtures and/or lighting visible from public right-of-way shall be indirect and shielded in such a manner that no light splays from the property boundaries. Lighting is subject to a photometric lighting plan being approved by the Plan Commission.

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

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

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

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

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

9. Miscellaneous.

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

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

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 and 19.14 of the Revised Municipal Code.

10. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as

conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

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

12. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

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

Transit Orientated Development, LLC

City Clerk

SECTION 1: **ADOPTION** "R-2022-0353" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0353(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0359**

**RESOLUTION RELATIVE TO THE DETERMINATION FOR A CONDITIONAL
USE PERMIT FOR TACO JOHN'S, A PROPOSED RESTAURANT WITH
ACCESSORY DRIVE-THROUGH SERVICE, TO BE LOCATED ON A NEW LOT
TO BE CREATED EAST OF 6767 W. GREENFIELD AVE.**

WHEREAS, Lisa Van Handel filed with the City Clerk an application for a Conditional Use Permit, pursuant to Sec.,12.41(2), Sec. 12.16 and/or Sec. 19 of the Revised Municipal Code, to establish a restaurant, located at 6767 W. Greenfield Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 7, 2022, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. Pentex Restaurant Group will operate as a restaurant use within a proposed approximately 2,400-sf commercial building at 6767 W. Greenfield Ave. The property is owned by NDC, LLC. Legally described as:

All the land of the owner being located in the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

A redivision of Parcel 1 of Certified Survey Map No. 5490, being a part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Said land located as legally described and will be subdivided into a separate lot from 6767 W. Greenfield Ave. Tax Key No. 453-0001-005.

2. The proposed restaurant space will be located within the entirety of the proposed commercial. The restaurant will provide indoor seating for approximately 46 patrons and outdoor seating for about 16 patrons.

3. The aforesaid premises is zoned C-3 under the Zoning Ordinance of the City of West Allis, which permits restaurants, outdoor dining and mixed uses as a conditional use, pursuant to Sec. 12.41(2), Sec. 12.16, and/or table Sec. 19.32 of the Revised Municipal Code.

4. The subject property is part of a block along the south side of W. Greenfield Ave. between S. 68 St. and Six Points Crossing, which is zoned for commercial uses. Properties to the north, south, east, and west are zoned and developed for commercial use.

5. Twenty (20) vehicle parking stalls and 4 bicycle parking stalls are provided. The area is also served by public transit.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of Lisa Van Handel to establish a restaurant located at 6767 W. Greenfield Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Section 12.16 or Sec. 19 of the Revised Municipal Code, so as to permit the issuance of a conditional use permit as therein provided.

BE IT FURTHER RESOLVED that said conditional use permit is granted subject to the following conditions:

1. Site, Landscaping, Screening and Architectural Plans. The grant of this conditional use permit is subject to and conditioned upon the site, landscape, screening, and architectural plans approved on May 25, 2022, by the City of West Allis Plan Commission as provided in Sec. 12.13/19.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plan shall be permitted without approval by the Plan Commission.

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

3. Business Operations. The grant of this conditional use is conditioned upon the following:

A. Excessive odors from cooking on premises shall be controlled within limits of current technology.

B. Excessive noise and vibrations shall not emanate from the building.

C. All exterior doors and windows being kept closed after daytime hours to prevent excess noise from entering the adjacent neighborhood.

D. Exterior pest control shall be contracted on a monthly basis and/or in accordance with the City of West Allis Health department.

E. Licensed operation. Necessary licenses being obtained in conjunction with the proposed business operations.

F. Outdoor dining is allowed as an accessory to the principal use.

4. Hours of Operation. The proposed restaurant has indicated hours of operation to be from 7am to 10pm daily. With the grant of this conditional use the hours of operation shall be between 7am and 10pm daily.

5. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 16 off-street parking spaces are required for the proposed restaurant use. In accordance with Sec. 19.44, no more than 22 off-street parking spaces shall be provided. The proposed 20 vehicle parking spaces meets both requirements, only 1 of which is required to be satisfied.

6. Signage. Signage for the overall property shall be in accordance with the City of West Allis Signage Ordinance Section 13.21 of the Revised Municipal Code; window signage shall not exceed 20 percent of each window's area and be installed on the inside of the glass.

7. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within an enclosure approved by the Department of Development. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. Because there are residents that live within the residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 10:00 p.m. and 7:00 a.m.

8. Outdoor Lighting. The grant of this conditional use is subject to all lighting fixtures being

orientated downward and/or shielded in such a manner that no light splays from the property boundaries.

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

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

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

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

C. The request for extension shall be submitted within 60 days of the expiration of the conditional use permit.

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

11. Miscellaneous.

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

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

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

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

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

14. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

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

Lisa Van Handel, Applicant

_____ day of _____, 2022

City Clerk

SECTION 1: ADOPTION "R-2022-0359" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0359(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING
Tuesday, June 7, 2022
7:00 p.m.

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday June 7, 2022, at 7:00 P.M., or soon thereafter in the Common Council Chambers of West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin on the:

Conditional use permit for Taco Johns, a proposed restaurant with accessory drive-through service, to be located on a new lot to be created east of 6767 W. Greenfield Ave.

Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414-302-8466.

You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this May 11
City Clerk
PUBLISH: May 20, 2022 and May 27, 2022
R-2022-0359

NONDISCRIMINATION 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.

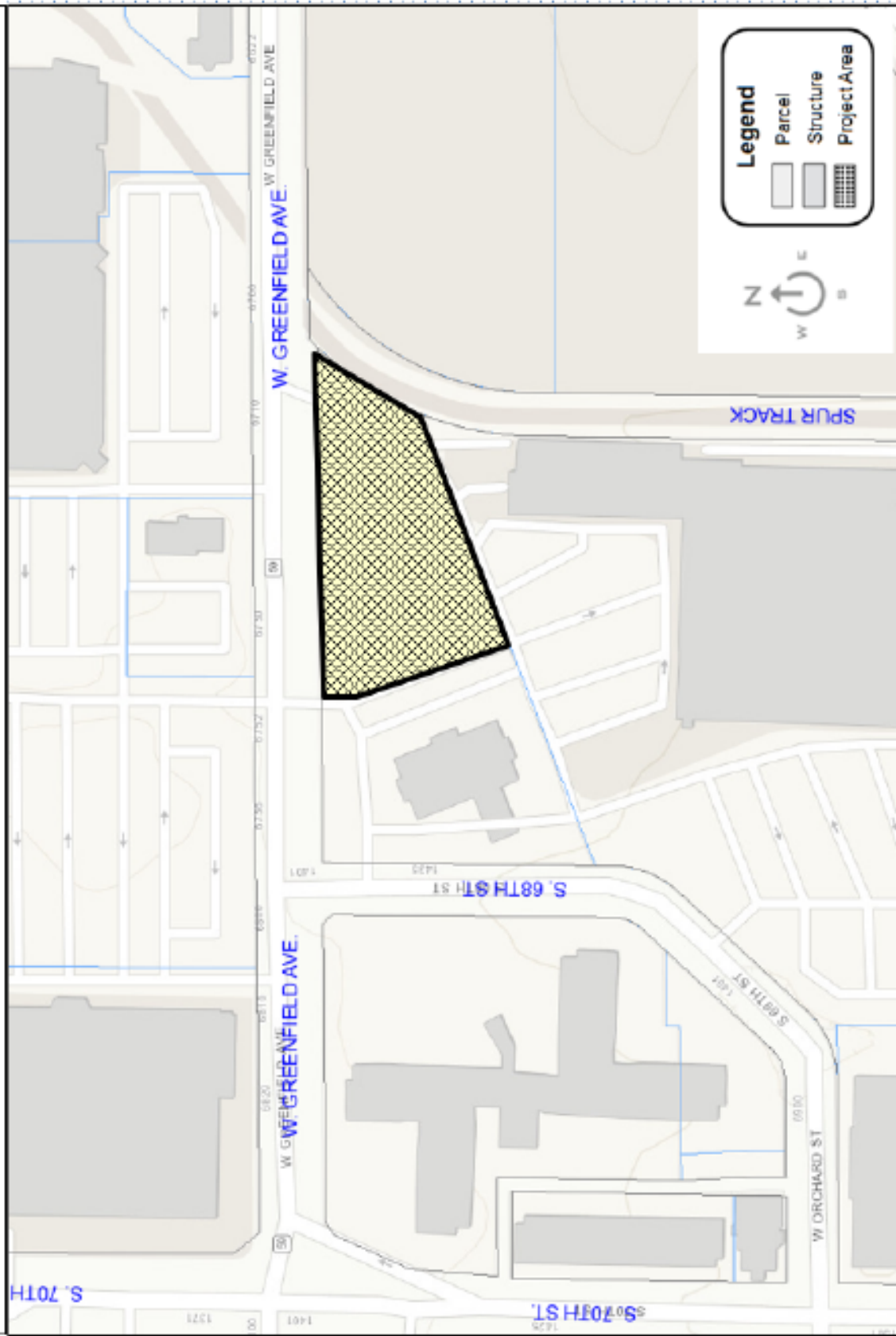
AMERICANS WITH DISABILITIES ACT NOTICE

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 enjoy 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

**Area Map - Conditional use permit proposed restaurant to be located on a
new lot east of 6767 W. Greenfield Ave.**



MailingNar	MailingNar	MailingAdc	MailingCSZ
Gk Macs LLC	1547 N. Stz	Greenfield, IN	46140
Gk Macs LLC	1278 N Sta	Greenfield, IN	46140
Ramco Pro	c/o Thoms	PO Box 49C	Scottsdale, AZ 85261
Tri City Bankshares Cor	6400 S 27 S	Oak Creek, WI	53154
Veterans P. Capri Comr	20875 Cros	Waukesha, WI	53186
C & NW Transportation	Union Pacif	Omaha, NE	68179
Six Points Office LLC	330 E Kilbo	Milwaukee, WI	53202
West Allis Property Ov	6760-72 W	West Allis, WI	53214
Bridget Go	RPT	20750 Civic	Southfield, MI. 48076

**CITY OF WEST ALLIS
RESOLUTION R-2022-0359**

**RESOLUTION RELATIVE TO THE DETERMINATION FOR A CONDITIONAL USE
PERMIT FOR TACO JOHN'S, A PROPOSED RESTAURANT WITH ACCESSORY
DRIVE-THROUGH SERVICE, TO BE LOCATED ON A NEW LOT TO BE CREATED
EAST OF 6767 W. GREENFIELD AVE.**

WHEREAS, Lisa Van Handel filed with the City Clerk an application for a Conditional Use Permit, pursuant to Sec., 12.41(2), Sec. 12.16 and/or Sec. 19 of the Revised Municipal Code, to establish a restaurant, located at 6767 W. Greenfield Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on June 7, 2022, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. Pentex Restaurant Group will operate as a restaurant use within a proposed approximately 2,400-sf commercial building at 6767 W. Greenfield Ave. The property is owned by NDC, LLC. Legally described as:

All the land of the owner being located in the Northeast ¼ and Northwest ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

A redivision of Parcel 1 of Certified Survey Map No. 5490, being a part of the Northeast 1/4 of the Northwest 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.

Said land located as legally described and will be subdivided into a separate lot from 6767 W. Greenfield Ave. Tax Key No. 453-0001-005.

2. The proposed restaurant space will be located within the entirety of the proposed commercial. The restaurant will provide indoor seating for approximately 46 patrons and outdoor seating for about 16 patrons.

3. The aforesaid premises is zoned C-3 under the Zoning Ordinance of the City of West Allis, which permits restaurants, outdoor dining and mixed uses as a conditional use, pursuant to Sec. 12.41(2), Sec. 12.16, and/or table Sec. 19.32 of the Revised Municipal Code.

4. The subject property is part of a block along the south side of W. Greenfield Ave. between S. 68 St. and Six Points Crossing, which is zoned for commercial uses. Properties to the north, south, east, and west are zoned and developed for commercial use.

5. Twenty (20) vehicle parking stalls and 4 bicycle parking stalls are provided. The area is also

served by public transit.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of Lisa Van Handel to establish a restaurant located at 6767 W. Greenfield Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance, and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Section 12.16 or Sec. 19 of the Revised Municipal Code, so as to permit the issuance of a conditional use permit as therein provided.

BE IT FURTHER RESOLVED that said conditional use permit is granted subject to the following conditions:

1. Site, Landscaping, Screening and Architectural Plans. The grant of this conditional use permit is subject to and conditioned upon the site, landscape, screening, and architectural plans approved on May 25, 2022, by the City of West Allis Plan Commission as provided in Sec. 12.13/19.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plan shall be permitted without approval by the Plan Commission.
2. Building Plans and Fire Codes. The grant of this conditional use is subject to building plans being submitted to and approved by the Department of Building Inspections and Neighborhood Services and by the Fire Department.
3. Business Operations. The grant of this conditional use is conditioned upon the following:
 - A. Excessive odors from cooking on premises shall be controlled within limits of current technology.
 - B. Excessive noise and vibrations shall not emanate from the building.
 - C. All exterior doors and windows being kept closed after daytime hours to prevent excess noise from entering the adjacent neighborhood.
 - D. Exterior pest control shall be contracted on a monthly basis and/or in accordance with the City of West Allis Health department.
 - E. Licensed operation. Necessary licenses being obtained in conjunction with the proposed business operations.
 - F. Outdoor dining is allowed as an accessory to the principal use.
4. Hours of Operation. The proposed restaurant has indicated hours of operation to be from 7am to 10pm daily. With the grant of this conditional use the hours of operation shall be between 7am and 10pm daily.
5. Off-Street Parking. In accordance with Sec. 12.19 of the Revised Municipal Code, a total of 16 off-street parking spaces are required for the proposed restaurant use. In accordance with Sec. 19.44, no more than 22 off-street parking spaces shall be provided. The proposed 20 vehicle parking spaces meets both requirements, only 1 of which is required to be satisfied.
6. Signage. Signage for the overall property shall be in accordance with the City of West Allis

Signage Ordinance Section 13.21 of the Revised Municipal Code; window signage shall not exceed 20 percent of each window's area and be installed on the inside of the glass.

7. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within an enclosure approved by the Department of Development. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. Because there are residents that live within the residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 10:00 p.m. and 7:00 a.m.

8. Outdoor Lighting. The grant of this conditional use is subject to all lighting fixtures being orientated downward and/or shielded in such a manner that no light splays from the property boundaries.

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

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

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

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

C. The request for extension shall be submitted within 60 days of the expiration of the conditional use permit.

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

11. Miscellaneous.

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

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

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

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

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

14. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

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

Lisa Van Handel, Applicant

_____ day of _____, 2022

City Clerk

SECTION 1: **ADOPTION** “R-2022-0359” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0359(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.


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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
RESOLUTION R-2022-0359**

**RESOLUTION RELATIVE TO THE DETERMINATION FOR A CONDITIONAL
USE PERMIT FOR TACO JOHN'S, A PROPOSED RESTAURANT WITH
ACCESSORY DRIVE-THROUGH SERVICE, TO BE LOCATED ON A NEW LOT
TO BE CREATED EAST OF 6767 W. GREENFIELD AVE.**

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WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

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orientated downward and/or shielded in such a manner that no light splays from the property boundaries.

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

C. The request for extension shall be submitted within 60 days of the expiration of the conditional use permit.

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

11. Miscellaneous.

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

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

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

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

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

14. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

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



~~Lisa Van Handel, Applicant~~ Brett Itterman, Pentex Restaurant Group, CEO

_____ day of _____, 2022

City Clerk

SECTION 1: **ADOPTION** "R-2022-0359" of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0359(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0378**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO SPLIT A
COMMERCIAL PROPERTY INTO TWO LOTS OF RECORD LOCATED AT 6767
W. GREENFIELD AVE. SUBMITTED BY MARK LAMPE (TAX KEY NO. 453-0001-
005).**

WHEREAS, Mark Lampe submitted a Certified Survey Map to split a commercial property into two lots of record located at 6767 W. Greenfield Ave. (Tax Key No. 453-0001-005).; 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 All the land of the owner being located in the Northeast ¼ and Northwest ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows: A redivision of Parcel 1 of Certified Survey Map No. 5490, being a part of the Northeast 1/4 of the Northwest ¼ 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 be created and hereby adopted.

SECTION 1: **ADOPTION** “R-2022-0378” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0378(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2022-0378**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO SPLIT A
COMMERCIAL PROPERTY INTO TWO LOTS OF RECORD LOCATED AT 6767 W.
GREENFIELD AVE. SUBMITTED BY MARK LAMPE (TAX KEY NO. 453-0001-005).**

WHEREAS, Mark Lampe submitted a Certified Survey Map to split a commercial property into two lots of record located at 6767 W. Greenfield Ave. (Tax Key No. 453-0001-005).; 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 All the land of the owner being located in the Northeast ¼ and Northwest ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows: A redivision of Parcel 1 of Certified Survey Map No. 5490, being a part of the Northeast 1/4 of the Northwest ¼ 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 be created and hereby adopted.

SECTION 1: **ADOPTION** “R-2022-0378” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0378(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JUNE 07, 2022.

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

Attest

Presiding Officer

Rebecca Grill
Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine
Dan Devine, Mayor City Of West Allis



**CITY OF WEST ALLIS
ORDINANCE O-2022-0087**

ORDINANCE TO AMEND NOISE REGULATION VARIANCE PROCESS

AMENDING SECTION 7.035(11)

WHEREAS, the City is constantly seeking to improve and update processes to better serve the community;

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

SECTION 1: **AMENDMENT** “7.035 Noise Control Regulations” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7.035 Noise Control Regulations

1. Statement of Purpose. The City of West Allis recognizes that excessive noise and vibration are serious threats to the public health and welfare, public safety, quality of life and property values. Current science and technology permit abatement of noise and vibration sources which were not available in the past. Therefore, it is the policy of the City to prevent and abate excessive noise and vibration which may jeopardize the public health, safety or welfare or which would cause harm to property values or which would impair the quality of life within the City.
2. Definitions. All terminology used in this section, not defined below or elsewhere within the West Allis Revised Municipal Code, shall be given the definitions provided by applicable publications of the American National Standards Institute (hereinafter "ANSI") or its successor body.
 - a. "A-Weighted Sound Level" means the sound pressure level in decibels as measured on a sound level meter using the "A" weighting network. The level so read is designated as db(A) or dB(A).
 - b. "Ambient Noise" means the sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources from near and far.
 - c. "Authorized Emergency Vehicle" means the definition of this term as set forth in Sec. 340.01(3), Wis. Stats., and any subsequent modification, revision, or amendment of that term as set forth in that section of the Wisconsin Statutes.
 - d. "Commercial District" means any area of the City designated on the official West Allis Zoning Map, pursuant to Chapter **12** of this Code, as C-1, C-2, C-3, C-4, or PDD-2.
 - e. "Construction" means any activity necessary or incidental to the erection,

demolition, assembling, altering, installing, repairing or equipping of buildings, roadways, or utilities, including land clearing, grading, excavating and filling.

- f. "Day" means the hours between 7:00 a.m. and 9:59 p.m.
- g. "dB(A)" means the symbol designation of a noise level, reported in decibels, using the A-weighting network of a sound level meter, as defined in ANSI S1.4, Specification for Sound Level Meters. For example, noise will be reported as seventy-two (72) dB(A). For purposes of this section, the noise shall be measured using the slow exponential time weighting characteristic of the sound level meter unless otherwise noted.
- h. "Decibel" means a unit of measure of the volume of a sound.
- i. "Emergency Work" means short-term operations which are necessary to protect the public health, safety and welfare of the citizens, including emergency utility and public works operations.
- j. "Impulse Noise" means any sound of short duration, usually less than one (1) second, with an abrupt increase, rapid decay, and a peak value that exceeds the ambient noise level by more than ten (10) dB(A). Examples of sources of impulse noise include explosions, drop forge impacts, and the discharge of firearms.
- k. "Manufacturing District" means any area of the City designated on the official West Allis Zoning Map, pursuant to Chapter **12** of this Code, as M-1.
- l. "Maximum Sound Level" (hereinafter "Lmax") means the maximum sound level over a measurement interval determined by using a sound level meter set to "fast" response time.
- m. "Motor Vehicle" means any vehicle, including a combination of two (2) or more vehicles or an articulated vehicle, that is self-propelled, except a vehicle operated exclusively on a rail.
- n. "Night" means the hours between 10:00 p.m. and 6:59 a.m.
- o. "Noise Disturbance" means any sound or vibration which:
 - i. May disturb or annoy reasonable persons of normal sensitivities; or
 - ii. Causes, or tends to cause, an adverse effect on the public health and welfare; or
 - iii. Endangers or injures people; or
 - iv. Endangers or injures personal or real property.
- p. "Person" means any individual, association, partnership, joint venture, company, or corporation.
- q. "Place of Public Entertainment" means any building that is open to the public for entertainment purposes.
- r. "Plainly Audible Sound" means any sound for which the information content is unambiguously communicated to the listener, such as, but not limited to, understandable speech, comprehension of whether a voice is raised or normal, repetitive bass sounds, or comprehension of musical rhythms, without the aid of any listening device.
- s. "Power Tool" means any device powered mechanically, by electricity, by

gasoline, by diesel fuel, or by any other fuel, which is intended to be used, or is actually used for, but shall not be limited to, the performance of such functions as cutting, nailing, stapling, sawing, vacuuming or drilling.

- t. "Real Property Boundary" means an imaginary line along the ground surface and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.
- u. "Residential District" means any area of the City, designated on the official West Allis Zoning Map, pursuant to Chapter **12** of this Code, as RE, RA-1, RA-2, RA-3, RA-4, RB-1, RB-2, RC-1, RC-2, or PDD-1.
- v. "Root Mean Square" (hereinafter "RMS") means the square root of the mean-square value of an oscillating waveform, where the mean-square value is obtained by squaring the value of amplitudes at each instant of time and then averaging these values over the sample time.
- w. "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium resulting in compression and rarefaction of that medium and which propagates at finite speed to distant locations. The description of sound may include any characteristics of such sound, including duration, intensity, and frequency.
- x. "Sound Level Meter" means an instrument, either Type I or Type II, as defined by the most current ANSI specifications. A sound level meter for purposes of this section shall contain at least an A-scale and both fast and slow response.
- y. "Sound Pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space as produced by sound energy.
- z. "Sound Reproduction Device" means any device, instrument, mechanism, equipment or apparatus for the amplification of any sounds from any radio, computer, stereo, CD player, musical instrument, television, loudspeaker or other sound-making or sound-producing device or any device or apparatus for the reproduction or amplification of the human voice or other sound.
- aa. "Stationary Noise" means noise the source of which is either affixed to or operated upon a fixed point of land, building, or other real property.
- ab. "VdB" means the vibration level as measured in decibels. The reference velocity in the United States is one (1) micro-inch per second. It is calculated as $VdB = 20 \times \log_{10}(v / (1 \times 10^{-6} \text{ in./sec.}))$, where "v" is the RMS velocity amplitude, calculated as the average of the squared amplitude of the vibration, measured in inches per second.
- ac. "Vibration" means a temporal and spatial oscillation of displacement, velocity, and acceleration in a solid material.
- ad. "Vibration Velocity Level" (hereinafter "Lv") means ten (10) times the common logarithm of the ratio of the square of the amplitude of the RMS vibration velocity to the square of the amplitude of the reference RMS vibration velocity.

3. Scope and Enforcement. This section, in addition to other ordinances and statutes,

shall apply to the control of noise and vibration originating within the City of West Allis. The West Allis Health Department is the primary agency responsible for the enforcement of this section, and the West Allis Police Department may also enforce the provisions of this section. The City of West Allis's policy is to comply with this section in its own operations and in the operations of its contractors and subcontractors.

4. Determining Sound Levels. Sound levels shall be measured using the following procedures:
 - a. All persons conducting sound measurements to assess compliance with this section must be trained in the current techniques and principles of sound measurement equipment and instrumentation.
 - b. Sound level shall be measured with a Type 1 or Type 2 sound level meter that shall, as a minimum standard, conform to the specifications of ANSI S1.4-1983 (Revised 2001) with Amendments S1.4A-1995 for Type 1 or Type 2 sound level meters and be capable of both fast and slow meter response.
 - c. The following steps must be followed when preparing to take sound level measurements:
 - i. The sound level meter manufacturer's specific instructions for preparation and use of the sound level meter shall be followed.
 - ii. The sound level meter shall be calibrated periodically, in accordance with the manufacturer's instructions.
 - iii. When outdoor measurements are taken, a windscreen shall be placed over the microphone of the sound level meter in accordance with the manufacturer's instructions.
 - iv. The sound level meter shall be placed at an angle to the sound source, as specified by the manufacturer's instructions, and placed at least four (4) feet above the ground. The meter shall be placed so as not to be interfered with during the taking of sound measurements.
 - v. Impulsive noise shall be measured with the sound level meter set for fast meter response; all other noise shall be measured with the sound level meter set for slow meter response.
 - vi. All sound level measurements shall be made using an "A" weighted network of the sound level meter.
5. Determining Vibration Levels. Vibration levels shall be measured using the following procedures:
 - a. All persons conducting vibration measurements to assess compliance with this section must be trained in the current techniques and principles of vibration measurement equipment and instrumentation.
 - b. The instrument manufacturer's specific instructions for preparation and use of the instrument shall be followed.
6. Maximum Permissible Sound Levels.
 - a. General Limitations. Except as enumerated in Subsection (8) of this section below, in the following zoning districts, the noise emitted from any source of stationary noise shall not exceed the following dB(A) limits at any point beyond one hundred twenty-five (125) feet outside of the real property boundary of the source of the stationary noise or beyond one hundred twenty-

five (125) feet of the noise source on public property:

Sound Pressure Level		
Zone	Time	Decibel (dB(A) Level
Residential, Park District	10:00 p.m. to 6:59 a.m.	55 dB(A)
	7:00 a.m. to 9:59 p.m.	65 dB(A)
Commercial, Manufacturing	10:00 p.m. to 6:59 a.m.	60 dB(A)
	7:00 a.m. to 9:59 p.m.	70 dB(A)

- b. A reduction of five (5) dB(A) will apply to each of the limitations set forth under Subsection (6)(a) for all impulse noises.
- c. When the ambient level is two (2) dB(A) or more above a noise limitation, a source may add no more than three (3) dB(A) to the ambient level.
- 7. Public Nuisance. Excessive noise and vibration, as defined in this section, is hereby deemed and declared to be a public nuisance and may be subject to summary abatement procedures, as provided in Section 7.03(3) and Section 18.04 of this Code. Such abatement shall be in addition to administrative proceedings, forfeitures, and penalties provided in this section.
- 8. Noise Disturbance Prohibited. No person shall make, continue, or cause to be made or continued, any noise disturbance. No person shall make, continue, or cause to be made or continued any noise which exceeds the noise limitations as set forth in this section.

Unamplified, noncommercial public speaking and public assembly activities conducted at conversational voice levels on any public property or public right-of-way shall be exempt from the operation of this article if such sound is not plainly audible beyond one hundred fifty (150) feet or does not infringe on the legitimate rights of others.

- a. Sound Reproduction Devices. No person shall operate, play, or permit the operation of or playing of any sound reproduction device at night that is plainly audible across a real property boundary. No person shall operate, play, or permit the operation of or playing of any sound reproduction device during the day that is plainly audible from one hundred fifty (150) feet beyond the real property line of the premises from which it emanates or from the source if located in a public street, public park, or other public place.
- b. Sound Amplification Device. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device at night that is plainly audible across a real property boundary. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device during the day that is plainly audible at a distance of one hundred fifty (150) feet.
- c. Loading and Unloading. No person shall load, unload, open, close, or

- otherwise handle boxes, crates, containers, building materials, garbage cans, or similar objects at night, in a manner that is plainly audible across a real property boundary.
- d. Domestic Power Tools. No person shall operate or permit the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device at night.
 - i. This subsection does not apply to snowblowers being used to remove snow that has fallen within the past twenty-four (24) hours.
 - e. Tampering. No person shall remove or render inoperative any noise control device, element of design, or noise label of any product other than for the purpose of maintenance, repair, or replacement; no person shall modify or replace any noise control device to increase the sound pressure level of the device.
 - f. Multifamily dwellings. No person shall make, continue, or cause to be made or continued any noise disturbance at night that is plainly audible in another occupied space within any multifamily dwelling within the real property boundary.
 - g. Places of Public Entertainment. No person shall operate, play or permit the operation or playing of any sound reproduction device, sound amplifier, or similar device, or any combination thereof, which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater than one hundred (100) dB(A), as read by the slow response on a sound level meter at any point that is normally occupied by a customer, unless a conspicuous and legible sign which is at least two hundred twenty-five (225) square inches in area is placed outside such place, near each public entrance, stating: "WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT."
 - h. Train Warning Devices. No person owning or operating any railroad, or any of its agents and employees, shall cause the ringing of any bell or the blowing of any whistle or horn within the City limits on any locomotive under his/her control, except in the event of an emergency to avoid an impending accident or where otherwise permitted by state or federal law.
 - i. Motor Vehicles.
 - i. Light Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of ten thousand (10,000) pounds' gross vehicle weight rating or less, including but not limited to passenger automobiles, light trucks or motorcycles, in excess of eighty (80) dB(A) at any location within the corporate limits of the City of West Allis. Measurement shall be made at a distance of fifteen (15) feet or more from the closest approach of the vehicle.
 - ii. Heavy Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of more than ten thousand (10,000) pounds' gross vehicle weight rating in excess of eighty-six (86) dB(A) in a zone with a speed limit of more than thirty-five (35) miles per hour. Measurement shall be made at a distance of

fifty (50) feet from the closest approach of the vehicle in use.

iii. Stationary Testing.

(1) Light Motor Vehicles. Motor vehicles of ten thousand (10,000) pounds' gross vehicle weight rating or less shall not exceed ninety-five (95) dB(A) at twenty (20) inches in a stationary run-up test. Such tests shall conform to the Society of Automotive Engineers Recommended Practices SAE J1169, a copy of which is on file in the office of the Health Commissioner.

(2) Heavy Motor Vehicles. Motor vehicles of more than ten thousand (10,000) pounds' gross vehicle weight rating shall not exceed eighty-eight (88) dB(A) measured at fifty (50) feet in a stationary run-up test. Stationary run-up tests shall conform to the Society of Automotive Engineers SAE Standard J366b, a copy of which is on file in the office of the Health Commissioner.

j. Refuse Collection Vehicles and Compacting Equipment.

i. No person shall collect refuse or permit the collection of refuse with a refuse collection truck at night.

ii. No person shall operate or permit the operation of the compacting equipment mechanism of any motor vehicle which compacts refuse at night.

k. Vibration. No person shall operate or permit the operation of any device or combination of devices that creates vibration which exceeds the amounts listed in the table below, as measured at or across a real property boundary of the premises from which it emanates or from the source if located in a public street, public park, or other public place.

Event Frequency	L _v (VdB)
Frequent (more than 70 events per day)	72
Occasional	75
Infrequent (less than 30 events per day)	80

9. Exemptions. The provisions of this section shall not apply to the following:

- a. The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work, or the emission of sound brought about by emergency conditions where such sound is a byproduct of activities necessary for the preservation of public safety or the protection of the health, safety and welfare of any person or property.
- b. Warning devices necessary for the protection of public safety, the emission of any noise necessary for the protection of the health, safety, or welfare of person or property or to any noise which is either necessary or required by

law.

c. The operation of authorized emergency vehicles.

d. Public works projects, at or adjacent to the construction site, as authorized by the United States government, the State of Wisconsin, and/or other political subdivisions.

e. Limited Exemptions for Construction Noise. The provisions of this section shall not apply to equipment used in commercial construction activities when such equipment has sound control devices no less effective than those provided in the original equipment, a muffled exhaust, and are in compliance with the pertinent standards of the United States Environmental Protection Agency.

i. No person shall operate or permit the operation of any equipment used in construction work at night or on Sunday.

(1) Emergency Work. The hour limitations in this subsection shall not apply to emergency work.

f. Special events permitted under section 6.032 of this Code.

g. Aircraft operations.

h. Any fireworks display permitted under and operated in compliance with Wis. Stat. Section 167.10.

i. Any bells or chimes of any building clock, public or private school building, church, synagogue, or other place of religious worship.

10. Notice of Violation.

a. When the ambient noise or vibration level of a noise producing device equals or exceeds the decibel limits provided in this section, the Health Commissioner or his/her designee shall serve a notice, by first-class mail, on the owner and occupant of the premises that is creating or maintaining the noise. The notice shall be dated, contain a description of the violation, require the person to remove or abate the condition described in the order within the time specified therein, and advise such person of the right to apply for a variance permit and the office or person to whom the variance permit application shall be filed.

b. For violations of Subsection (8)(a) through (g), officers of the West Allis Police Department may issue a citation without prior notice of the violation.

11. Variance.

a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the ~~noise and/or vibration limitations herein~~ regulations under this section. A new or renewal application for a variance ~~from the noise and/or vibration limitations in a zoning district~~ shall be made to the ~~City~~ Clerk. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.

b.

~~Public Hearing on Variance Permit. Within sixty (60) days of receiving the application for a variance permit, the License and Health Committee shall hold a public hearing.~~ Upon receiving an application under this subsection, the City Clerk shall schedule the matter for a public hearing before the common council. The clerk shall notify serve the variance applicant by mail or email with notice of such the hearing by mail or personal service at least ten (10) days before such the hearing. Additionally, the City Clerk. The clerk shall mail notice of the hearing to notify any property owners within two hundred (200) feet of the affected subject property by mail or email at least ten (10) days before such the hearing. [Ord. O-2015-0018, 3/3/2015]

- c. Procedure at Hearing. ~~If the matter proceeds to hearing before the Committee, the following procedures shall apply:~~
- i. ~~The mayor or a designee shall describe the variance sought. Then, the variance applicant may provide comments to the council. variance applicant shall first present evidence in support of the variance.~~ After the variance applicant rests, any person(s) who claims to be adversely affected by allowance of the variance permit may present evidence in opposition to the variance. After the variance applicant has an opportunity to comment, any member of the public may provide comments to the council.
 - ii. ~~After the variance applicant rests, any person(s) who claims to be adversely affected by allowance of the variance permit may present evidence in opposition to the variance. After the variance applicant has an opportunity to comment, any member of the public may provide comments to the council.~~
 - iii. ~~After the variance applicant and any person(s) who claims to be adversely affected by allowance of the variance permit rest, the Health Commissioner may present evidence in regard to the variance application. Any city staff may provide comments to the common council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.~~
 - iv. ~~The variance applicant, Health Commissioner, and any person(s) who claims to be adversely affected by allowance of the variance permit may subpoena and present witnesses. All witnesses shall testify under oath or affirmation and shall be subject to cross examination. (Reserved).~~
 - v. ~~The variance applicant, Health Commissioner, and any person(s) who claims to be adversely affected by allowance of the variance permit shall each be limited to one (1) hour for testimony unless the Chair, subject to approval of the Committee, extends the time to assure a full and fair presentation. The amount of time for comments by the applicant and the public shall be set by the mayor prior to the beginning of the hearing.~~
 - vi. ~~Questions by Committee members or the advising City Attorney and answers to such questions shall not be counted against the time limitations. (Reserved).~~
 - vii. ~~At the close of testimony, the variance applicant, Health Commissioner, and any person(s) who claim to be adversely affected by allowance of the variance permit shall be given a reasonable time~~

~~to make arguments upon the evidence produced at hearing.~~
~~Miscellaneous Procedural Matters. At all stages of the proceedings, the~~
~~variance applicant and any person(s) who claim to be adversely~~
~~affected by allowance of the variance permit shall be entitled to~~
~~appear in person or by an attorney of his or her own expense. The~~
~~Health Commissioner may be represented by a City Attorney. The~~
~~Committee shall be, when required, advised by an advisory City~~
~~Attorney who shall not be the same individual as the City Attorney~~
~~representing the Health Commissioner. The Chair of the License and~~
~~Health Committee shall be the presiding officer. The Chair shall direct~~
~~that oaths and affirmations be administered and subpoenas issued~~
~~upon request of each person. The Chair shall ensure that an orderly~~
~~hearing is conducted in accordance with the provisions of this section.~~
~~The Chair shall rule on objections to the admissibility of evidence.~~
~~Any ruling of the Chair shall be final unless appealed to the~~
~~Committee and a majority vote of those members present and voting~~
~~reverses such ruling. An audio recording or stenographic record shall~~
~~be made of all proceedings at the hearing, and the Clerk shall mark~~
~~and preserve all exhibits and testimony. Any interested party may~~
~~obtain a copy of the recording or transcript at his or her own expense.~~
(Reserved)

d. Recommendation to the Common Council.

- i. After the close of the hearing, ~~the Committee~~the license & health committee shall ~~deliberate and reach a decision. Based on the~~
~~evidence presented at the hearing, the Committee shall recommend to~~
~~the Common Council~~recommend to the council whether a variance permit should be issued and if issued, under what~~impose any~~ conditions ~~the Committee finds~~ necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with any noise and vibration limitations and an expiration date for the permit. In deciding whether to recommend granting the permit, the ~~C~~committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have. ~~The Committee shall prepare findings on factual matters, conclusions of law, and a recommendation on what action, if any, should be taken with regard to the license(s) at issue. The report shall be filed with the City Clerk within twenty (20) days, and the Clerk shall mail a copy of the report to the last-known address of the variance applicant, Health Commissioner, and any person(s) who claim to be adversely affected by the allowance of the variance permit. The findings and recommendations shall be distributed to each member of the Common Council.~~
- ii. The variance applicant, Health Commissioner, and any person(s) who

~~claim to be adversely affected by the allowance of the variance permit may file a written statement or response to the findings and recommendation, including objections, exceptions, and arguments of fact and law. A written statement must be filed with the City Clerk before the close of business on a day that is at least three working days prior to the date set for determination by the Common Council. Copies of written statements shall be provided to each member of the Common Council at least twenty-four (24) hours before any vote on the matter is scheduled before the Common Council.~~

e. Common Council Determination.

- i. ~~Not less than five (5) working days prior to the matter being scheduled before the Common Council, the Clerk shall notify the variance applicant and any person(s) who claim to be adversely affected by the allowance of the variance permit by United States first-class mail, postage prepaid, sent to the last known address, that the Common Council will convene to determine the matter~~(Reserved).
- ii. ~~Unless an Alderperson states that he/she has not read the findings and recommendations, and written statements, if any, the matter shall proceed to debate amongst members of the Common Council. Neither the variance applicant nor any person(s) who claim to be adversely affected by the allowance of the variance permit shall be permitted to make oral arguments~~(Reserved).
- iii. The Common Council shall determine ~~by a majority vote of those in attendance and voting~~ whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate. ~~Such vote shall be a roll call vote, and such hearing shall constitute the final determination of the matter. The Clerk shall notify the variance applicant and any person(s) who claim to be adversely affected by the allowance of the variance permit by United States first-class mail, postage prepaid, sent to the last known address, of the Common Council's decision.~~

- f. ~~The permit, if granted, shall contain a time limit for such activity. Variances exceeding two (2) years may be granted only in exceptional cases, including those for which, in the opinion of the Committee, control technology is unavailable or available only at a prohibitive cost.~~ Revocation.
Noncompliance with any conditions imposed on the variance shall ~~terminate~~ be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51 ~~the variance and subject the person or corporation holding it to those provisions of this section for which the variance permit was granted.~~
- g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an ~~applications~~ for an initial variance, ~~except that the Common Council must find that the need for such extension or modification clearly outweighs any adverse impacts of granting the extension or modification.~~

~~h. Judicial Review. Any party to a proceeding resulting in a final determination may seek review thereof by certiorari within thirty (30) days of receipt of the final determination.~~

~~If review is sought of a final determination, the record of the proceedings shall be transcribed at the expense of the person seeking review. A transcript shall be supplied to anyone requesting the same at the requester's expense.~~

12. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) for each offense, together with the costs of prosecution. In default of payment thereof, the person shall be imprisoned in the Milwaukee County House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes. Each day that any violation continues shall be considered a separate offense.
13. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

[Ord. 6225, 4-11-1996; Ord. O-2006-0030, 6-6-2006; Ord. O-2013-0047, 11-19-2013]

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

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2022-0087**

ORDINANCE TO AMEND NOISE REGULATION VARIANCE PROCESS

AMENDING SECTION 7.035(11)

WHEREAS, the City is constantly seeking to improve and update processes to better serve the community;

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

SECTION 1: **AMENDMENT** “7.035 Noise Control Regulations” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7.035 Noise Control Regulations

1. Statement of Purpose. The City of West Allis recognizes that excessive noise and vibration are serious threats to the public health and welfare, public safety, quality of life and property values. Current science and technology permit abatement of noise and vibration sources which were not available in the past. Therefore, it is the policy of the City to prevent and abate excessive noise and vibration which may jeopardize the public health, safety or welfare or which would cause harm to property values or which would impair the quality of life within the City.
2. Definitions. All terminology used in this section, not defined below or elsewhere within the West Allis Revised Municipal Code, shall be given the definitions provided by applicable publications of the American National Standards Institute (hereinafter "ANSI") or its successor body.
 - a. "A-Weighted Sound Level" means the sound pressure level in decibels as measured on a sound level meter using the "A" weighting network. The level so read is designated as db(A) or dB(A).
 - b. "Ambient Noise" means the sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources from near and far.
 - c. "Authorized Emergency Vehicle" means the definition of this term as set forth in Sec. 340.01(3), Wis. Stats., and any subsequent modification, revision, or amendment of that term as set forth in that section of the Wisconsin Statutes.
 - d. "Commercial District" means any area of the City designated on the official West Allis Zoning Map, pursuant to Chapter **12** of this Code, as C-1, C-2, C-3, C-4, or PDD-2.
 - e. "Construction" means any activity necessary or incidental to the erection, demolition, assembling, altering, installing, repairing or equipping of

buildings, roadways, or utilities, including land clearing, grading, excavating and filling.

- f. "Day" means the hours between 7:00 a.m. and 9:59 p.m.
- g. "dB(A)" means the symbol designation of a noise level, reported in decibels, using the A-weighting network of a sound level meter, as defined in ANSI S1.4, Specification for Sound Level Meters. For example, noise will be reported as seventy-two (72) dB(A). For purposes of this section, the noise shall be measured using the slow exponential time weighting characteristic of the sound level meter unless otherwise noted.
- h. "Decibel" means a unit of measure of the volume of a sound.
- i. "Emergency Work" means short-term operations which are necessary to protect the public health, safety and welfare of the citizens, including emergency utility and public works operations.
- j. "Impulse Noise" means any sound of short duration, usually less than one (1) second, with an abrupt increase, rapid decay, and a peak value that exceeds the ambient noise level by more than ten (10) dB(A). Examples of sources of impulse noise include explosions, drop forge impacts, and the discharge of firearms.
- k. "Manufacturing District" means any area of the City designated on the official West Allis Zoning Map, pursuant to Chapter 12 of this Code, as M-1.
- l. "Maximum Sound Level" (hereinafter "Lmax") means the maximum sound level over a measurement interval determined by using a sound level meter set to "fast" response time.
- m. "Motor Vehicle" means any vehicle, including a combination of two (2) or more vehicles or an articulated vehicle, that is self-propelled, except a vehicle operated exclusively on a rail.
- n. "Night" means the hours between 10:00 p.m. and 6:59 a.m.
- o. "Noise Disturbance" means any sound or vibration which:
 - i. May disturb or annoy reasonable persons of normal sensitivities; or
 - ii. Causes, or tends to cause, an adverse effect on the public health and welfare; or
 - iii. Endangers or injures people; or
 - iv. Endangers or injures personal or real property.
- p. "Person" means any individual, association, partnership, joint venture, company, or corporation.
- q. "Place of Public Entertainment" means any building that is open to the public for entertainment purposes.
- r. "Plainly Audible Sound" means any sound for which the information content is unambiguously communicated to the listener, such as, but not limited to, understandable speech, comprehension of whether a voice is raised or normal, repetitive bass sounds, or comprehension of musical rhythms, without the aid of any listening device.
- s. "Power Tool" means any device powered mechanically, by electricity, by gasoline, by diesel fuel, or by any other fuel, which is intended to be used, or is actually used for, but shall not be limited to, the performance of such functions as cutting, nailing, stapling, sawing, vacuuming or drilling.

- t. "Real Property Boundary" means an imaginary line along the ground surface and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.
 - u. "Residential District" means any area of the City, designated on the official West Allis Zoning Map, pursuant to Chapter **12** of this Code, as RE, RA-1, RA-2, RA-3, RA-4, RB-1, RB-2, RC-1, RC-2, or PDD-1.
 - v. "Root Mean Square" (hereinafter "RMS") means the square root of the mean-square value of an oscillating waveform, where the mean-square value is obtained by squaring the value of amplitudes at each instant of time and then averaging these values over the sample time.
 - w. "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium resulting in compression and rarefaction of that medium and which propagates at finite speed to distant locations. The description of sound may include any characteristics of such sound, including duration, intensity, and frequency.
 - x. "Sound Level Meter" means an instrument, either Type I or Type II, as defined by the most current ANSI specifications. A sound level meter for purposes of this section shall contain at least an A-scale and both fast and slow response.
 - y. "Sound Pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space as produced by sound energy.
 - z. "Sound Reproduction Device" means any device, instrument, mechanism, equipment or apparatus for the amplification of any sounds from any radio, computer, stereo, CD player, musical instrument, television, loudspeaker or other sound-making or sound-producing device or any device or apparatus for the reproduction or amplification of the human voice or other sound.
 - aa. "Stationary Noise" means noise the source of which is either affixed to or operated upon a fixed point of land, building, or other real property.
 - ab. "VdB" means the vibration level as measured in decibels. The reference velocity in the United States is one (1) micro-inch per second. It is calculated as $VdB = 20 \times \log_{10}(v / (1 \times 10^{-6} \text{ in./sec.}))$, where "v" is the RMS velocity amplitude, calculated as the average of the squared amplitude of the vibration, measured in inches per second.
 - ac. "Vibration" means a temporal and spatial oscillation of displacement, velocity, and acceleration in a solid material.
 - ad. "Vibration Velocity Level" (hereinafter "Lv") means ten (10) times the common logarithm of the ratio of the square of the amplitude of the RMS vibration velocity to the square of the amplitude of the reference RMS vibration velocity.
3. Scope and Enforcement. This section, in addition to other ordinances and statutes, shall apply to the control of noise and vibration originating within the City of West Allis. The West Allis Health Department is the primary agency responsible for the enforcement of this section, and the West Allis Police Department may also enforce the

provisions of this section. The City of West Allis's policy is to comply with this section in its own operations and in the operations of its contractors and subcontractors.

4. Determining Sound Levels. Sound levels shall be measured using the following procedures:
 - a. All persons conducting sound measurements to assess compliance with this section must be trained in the current techniques and principles of sound measurement equipment and instrumentation.
 - b. Sound level shall be measured with a Type 1 or Type 2 sound level meter that shall, as a minimum standard, conform to the specifications of ANSI S1.4-1983 (Revised 2001) with Amendments S1.4A-1995 for Type 1 or Type 2 sound level meters and be capable of both fast and slow meter response.
 - c. The following steps must be followed when preparing to take sound level measurements:
 - i. The sound level meter manufacturer's specific instructions for preparation and use of the sound level meter shall be followed.
 - ii. The sound level meter shall be calibrated periodically, in accordance with the manufacturer's instructions.
 - iii. When outdoor measurements are taken, a windscreen shall be placed over the microphone of the sound level meter in accordance with the manufacturer's instructions.
 - iv. The sound level meter shall be placed at an angle to the sound source, as specified by the manufacturer's instructions, and placed at least four (4) feet above the ground. The meter shall be placed so as not to be interfered with during the taking of sound measurements.
 - v. Impulsive noise shall be measured with the sound level meter set for fast meter response; all other noise shall be measured with the sound level meter set for slow meter response.
 - vi. All sound level measurements shall be made using an "A" weighted network of the sound level meter.
5. Determining Vibration Levels. Vibration levels shall be measured using the following procedures:
 - a. All persons conducting vibration measurements to assess compliance with this section must be trained in the current techniques and principles of vibration measurement equipment and instrumentation.
 - b. The instrument manufacturer's specific instructions for preparation and use of the instrument shall be followed.
6. Maximum Permissible Sound Levels.
 - a. General Limitations. Except as enumerated in Subsection (8) of this section below, in the following zoning districts, the noise emitted from any source of stationary noise shall not exceed the following dB(A) limits at any point beyond one hundred twenty-five (125) feet outside of the real property boundary of the source of the stationary noise or beyond one hundred twenty-five (125) feet of the noise source on public property:

Sound Pressure Level		
Zone	Time	Decibel (dB(A)) Level
Residential, Park District	10:00 p.m. to 6:59 a.m.	55 dB(A)
	7:00 a.m. to 9:59 p.m.	65 dB(A)
Commercial, Manufacturing	10:00 p.m. to 6:59 a.m.	60 dB(A)
	7:00 a.m. to 9:59 p.m.	70 dB(A)

- b. A reduction of five (5) dB(A) will apply to each of the limitations set forth under Subsection (6)(a) for all impulse noises.
- c. When the ambient level is two (2) dB(A) or more above a noise limitation, a source may add no more than three (3) dB(A) to the ambient level.
- 7. Public Nuisance. Excessive noise and vibration, as defined in this section, is hereby deemed and declared to be a public nuisance and may be subject to summary abatement procedures, as provided in Section 7.03(3) and Section 18.04 of this Code. Such abatement shall be in addition to administrative proceedings, forfeitures, and penalties provided in this section.
- 8. Noise Disturbance Prohibited. No person shall make, continue, or cause to be made or continued, any noise disturbance. No person shall make, continue, or cause to be made or continued any noise which exceeds the noise limitations as set forth in this section.

Unamplified, noncommercial public speaking and public assembly activities conducted at conversational voice levels on any public property or public right-of-way shall be exempt from the operation of this article if such sound is not plainly audible beyond one hundred fifty (150) feet or does not infringe on the legitimate rights of others.

- a. Sound Reproduction Devices. No person shall operate, play, or permit the operation of or playing of any sound reproduction device at night that is plainly audible across a real property boundary. No person shall operate, play, or permit the operation of or playing of any sound reproduction device during the day that is plainly audible from one hundred fifty (150) feet beyond the real property line of the premises from which it emanates or from the source if located in a public street, public park, or other public place.
- b. Sound Amplification Device. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device at night that is plainly audible across a real property boundary. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device during the day that is plainly audible at a distance of one hundred fifty (150) feet.
- c. Loading and Unloading. No person shall load, unload, open, close, or otherwise handle boxes, crates, containers, building materials, garbage cans,

- or similar objects at night, in a manner that is plainly audible across a real property boundary.
- d. Domestic Power Tools. No person shall operate or permit the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device at night.
 - i. This subsection does not apply to snowblowers being used to remove snow that has fallen within the past twenty-four (24) hours.
 - e. Tampering. No person shall remove or render inoperative any noise control device, element of design, or noise label of any product other than for the purpose of maintenance, repair, or replacement; no person shall modify or replace any noise control device to increase the sound pressure level of the device.
 - f. Multifamily dwellings. No person shall make, continue, or cause to be made or continued any noise disturbance at night that is plainly audible in another occupied space within any multifamily dwelling within the real property boundary.
 - g. Places of Public Entertainment. No person shall operate, play or permit the operation or playing of any sound reproduction device, sound amplifier, or similar device, or any combination thereof, which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater than one hundred (100) dB(A), as read by the slow response on a sound level meter at any point that is normally occupied by a customer, unless a conspicuous and legible sign which is at least two hundred twenty-five (225) square inches in area is placed outside such place, near each public entrance, stating: "WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT."
 - h. Train Warning Devices. No person owning or operating any railroad, or any of its agents and employees, shall cause the ringing of any bell or the blowing of any whistle or horn within the City limits on any locomotive under his/her control, except in the event of an emergency to avoid an impending accident or where otherwise permitted by state or federal law.
 - i. Motor Vehicles.
 - i. Light Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of ten thousand (10,000) pounds' gross vehicle weight rating or less, including but not limited to passenger automobiles, light trucks or motorcycles, in excess of eighty (80) dB(A) at any location within the corporate limits of the City of West Allis. Measurement shall be made at a distance of fifteen (15) feet or more from the closest approach of the vehicle.
 - ii. Heavy Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of more than ten thousand (10,000) pounds' gross vehicle weight rating in excess of eighty-six (86) dB(A) in a zone with a speed limit of more than thirty-five (35) miles per hour. Measurement shall be made at a distance of fifty (50) feet from the closest approach of the vehicle in use.
 - iii. Stationary Testing.

- (1) Light Motor Vehicles. Motor vehicles of ten thousand (10,000) pounds' gross vehicle weight rating or less shall not exceed ninety-five (95) dB(A) at twenty (20) inches in a stationary run-up test. Such tests shall conform to the Society of Automotive Engineers Recommended Practices SAE J1169, a copy of which is on file in the office of the Health Commissioner.
 - (2) Heavy Motor Vehicles. Motor vehicles of more than ten thousand (10,000) pounds' gross vehicle weight rating shall not exceed eighty-eight (88) dB(A) measured at fifty (50) feet in a stationary run-up test. Stationary run-up tests shall conform to the Society of Automotive Engineers SAE Standard J366b, a copy of which is on file in the office of the Health Commissioner.
- j. Refuse Collection Vehicles and Compacting Equipment.
 - i. No person shall collect refuse or permit the collection of refuse with a refuse collection truck at night.
 - ii. No person shall operate or permit the operation of the compacting equipment mechanism of any motor vehicle which compacts refuse at night.
- k. Vibration. No person shall operate or permit the operation of any device or combination of devices that creates vibration which exceeds the amounts listed in the table below, as measured at or across a real property boundary of the premises from which it emanates or from the source if located in a public street, public park, or other public place.

Event Frequency	L _v (VdB)
Frequent (more than 70 events per day)	72
Occasional	75
Infrequent (less than 30 events per day)	80

- 9. Exemptions. The provisions of this section shall not apply to the following:
 - a. The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work, or the emission of sound brought about by emergency conditions where such sound is a byproduct of activities necessary for the preservation of public safety or the protection of the health, safety and welfare of any person or property.
 - b. Warning devices necessary for the protection of public safety, the emission of any noise necessary for the protection of the health, safety, or welfare of person or property or to any noise which is either necessary or required by law.
 - c. The operation of authorized emergency vehicles.

- d. Public works projects, at or adjacent to the construction site, as authorized by the United States government, the State of Wisconsin, and/or other political subdivisions.
 - e. Limited Exemptions for Construction Noise. The provisions of this section shall not apply to equipment used in commercial construction activities when such equipment has sound control devices no less effective than those provided in the original equipment, a muffled exhaust, and are in compliance with the pertinent standards of the United States Environmental Protection Agency.
 - i. No person shall operate or permit the operation of any equipment used in construction work at night or on Sunday.
 - (1) Emergency Work. The hour limitations in this subsection shall not apply to emergency work.
 - f. Special events permitted under section 6.032 of this Code.
 - g. Aircraft operations.
 - h. Any fireworks display permitted under and operated in compliance with Wis. Stat. Section 167.10.
 - i. Any bells or chimes of any building clock, public or private school building, church, synagogue, or other place of religious worship.
10. Notice of Violation.
- a. When the ambient noise or vibration level of a noise producing device equals or exceeds the decibel limits provided in this section, the Health Commissioner or his/her designee shall serve a notice, by first-class mail, on the owner and occupant of the premises that is creating or maintaining the noise. The notice shall be dated, contain a description of the violation, require the person to remove or abate the condition described in the order within the time specified therein, and advise such person of the right to apply for a variance permit and the office or person to whom the variance permit application shall be filed.
 - b. For violations of Subsection (8)(a) through (g), officers of the West Allis Police Department may issue a citation without prior notice of the violation.
11. Variance.
- a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the ~~noise and/or vibration limitations herein~~regulations under this section. A new or renewal application for a variance ~~from the noise and/or vibration limitations in a zoning district~~ shall be made to the ~~City~~City Clerk. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.
 - b. ~~Public Hearing on Variance Permit. Within sixty (60) days of receiving the application for a variance permit, the License and Health Committee shall hold a public hearing. Upon receiving an application under this subsection, the~~

~~City Clerk~~ shall schedule the matter for a public hearing before the common council. The clerk shall notify ~~serve~~ the variance applicant by mail or email ~~with notice of such the hearing by mail or personal service~~ at least ~~ten~~ (10) days before ~~such the hearing. Additionally, the City Clerk. The clerk~~ shall ~~mail notice of the hearing to~~ notify any property owners within ~~two hundred (200)~~ feet of the ~~affected subject~~ property by mail or email at least ~~ten~~ (10) days before ~~such the hearing.~~ **[Ord. O-2015-0018, 3/3/2015]**

- c. Procedure at Hearing. ~~If the matter proceeds to hearing before the Committee, the following procedures shall apply:~~
- i. ~~The mayor or a designee shall describe the variance sought. Then, the variance applicant may provide comments to the council. variance applicant shall first present evidence in support of the variance.~~
 - ii. ~~After the variance applicant rests, any person(s) who claims to be adversely affected by allowance of the variance permit may present evidence in opposition to the variance. After the variance applicant has an opportunity to comment, any member of the public may provide comments to the council.~~
 - iii. ~~After the variance applicant and any person(s) who claims to be adversely affected by allowance of the variance permit rest, the Health Commissioner may present evidence in regard to the variance application. Any city staff may provide comments to the common council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.~~
 - iv. ~~The variance applicant, Health Commissioner, and any person(s) who claims to be adversely affected by allowance of the variance permit may subpoena and present witnesses. All witnesses shall testify under oath or affirmation and shall be subject to cross examination (Reserved).~~
 - v. ~~The variance applicant, Health Commissioner, and any person(s) who claims to be adversely affected by allowance of the variance permit shall each be limited to one (1) hour for testimony unless the Chair, subject to approval of the Committee, extends the time to assure a full and fair presentation. The amount of time for comments by the applicant and the public shall be set by the mayor prior to the beginning of the hearing.~~
 - vi. ~~Questions by Committee members or the advising City Attorney and answers to such questions shall not be counted against the time limitations (Reserved).~~
 - vii. ~~At the close of testimony, the variance applicant, Health Commissioner, and any person(s) who claim to be adversely affected by allowance of the variance permit shall be given a reasonable time to make arguments upon the evidence produced at hearing.~~
~~Miscellaneous Procedural Matters: At all stages of the proceedings, the variance applicant and any person(s) who claim to be adversely affected by allowance of the variance permit shall be entitled to~~

~~appear in person or by an attorney of his or her own expense. The Health Commissioner may be represented by a City Attorney. The Committee shall be, when required, advised by an advisory City Attorney who shall not be the same individual as the City Attorney representing the Health Commissioner. The Chair of the License and Health Committee shall be the presiding officer. The Chair shall direct that oaths and affirmations be administered and subpoenas issued upon request of each person. The Chair shall ensure that an orderly hearing is conducted in accordance with the provisions of this section. The Chair shall rule on objections to the admissibility of evidence. Any ruling of the Chair shall be final unless appealed to the Committee and a majority vote of those members present and voting reverses such ruling. An audio recording or stenographic record shall be made of all proceedings at the hearing, and the Clerk shall mark and preserve all exhibits and testimony. Any interested party may obtain a copy of the recording or transcript at his or her own expense.~~
(Reserved)

d. Recommendation to the Common Council.

- i. After the close of the hearing, ~~the Committee~~the license & health committee shall ~~deliberate and reach a decision. Based on the evidence presented at the hearing, the Committee shall recommend to the Common Council~~recommend to the council whether a variance permit should be issued and, if issued, under what~~impose any~~ conditions ~~the Committee finds~~ necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with any noise and vibration limitations and an expiration date for the permit. In deciding whether to recommend granting the permit, the ~~C~~committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have. ~~The Committee shall prepare findings on factual matters, conclusions of law, and a recommendation on what action, if any, should be taken with regard to the license(s) at issue. The report shall be filed with the City Clerk within twenty (20) days, and the Clerk shall mail a copy of the report to the last-known address of the variance applicant, Health Commissioner, and any person(s) who claim to be adversely affected by the allowance of the variance permit. The findings and recommendations shall be distributed to each member of the Common Council.~~
- ii. ~~The variance applicant, Health Commissioner, and any person(s) who claim to be adversely affected by the allowance of the variance permit may file a written statement or response to the findings and recommendation, including objections, exceptions, and arguments of fact and law. A written statement must be filed with the City Clerk~~

~~before the close of business on a day that is at least three working days prior to the date set for determination by the Common Council. Copies of written statements shall be provided to each member of the Common Council at least twenty-four (24) hours before any vote on the matter is scheduled before the Common Council.~~

e. Common Council Determination.

- i. ~~Not less than five (5) working days prior to the matter being scheduled before the Common Council, the Clerk shall notify the variance applicant and any person(s) who claim to be adversely affected by the allowance of the variance permit by United States first-class mail, postage prepaid, sent to the last known address, that the Common Council will convene to determine the matter(Reserved).~~
 - ii. ~~Unless an Alderperson states that he/she has not read the findings and recommendations, and written statements, if any, the matter shall proceed to debate amongst members of the Common Council. Neither the variance applicant nor any person(s) who claim to be adversely affected by the allowance of the variance permit shall be permitted to make oral arguments(Reserved).~~
 - iii. The Common Council shall determine ~~by a majority vote of those in attendance and voting~~ whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate. ~~Such vote shall be a roll call vote, and such hearing shall constitute the final determination of the matter. The Clerk shall notify the variance applicant and any person(s) who claim to be adversely affected by the allowance of the variance permit by United States first-class mail, postage prepaid, sent to the last known address, of the Common Council's decision.~~
- f. The permit, if granted, shall contain a time limit for such activity. Variances exceeding two (2) years may be granted only in exceptional cases, including those for which, in the opinion of the Committee, control technology is unavailable or available only at a prohibitive cost. Revocation. Noncompliance with any conditions imposed on the variance shall ~~terminate~~ be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51 ~~the variance and subject the person or corporation holding it to those provisions of this section for which the variance permit was granted.~~
- g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an applications for an initial variance, ~~except that the Common Council must find that the need for such extension or modification clearly outweighs any adverse impacts of granting the extension or modification.~~
- h. Judicial Review. Any party to a proceeding resulting in a final determination may seek review thereof by certiorari within thirty (30) days of receipt of the final determination.
If review is sought of a final determination, the record of the proceedings shall be transcribed at the expense of the person seeking review. A transcript shall

~~be supplied to anyone requesting the same at the requester's expense.~~

12. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) for each offense, together with the costs of prosecution. In default of payment thereof, the person shall be imprisoned in the Milwaukee County House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes. Each day that any violation continues shall be considered a separate offense.
13. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

[Ord. 6225, 4-11-1996; Ord. O-2006-0030, 6-6-2006; Ord. O-2013-0047, 11-19-2013]

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 JUNE 07, 2022.


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

Attest

Presiding Officer



Rebecca Grill, City Clerk, City Of
West Allis



Dan Devine, Mayor City Of West Allis

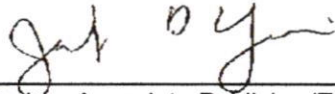


PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

Jun. 10, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 10th day of June 2022

NOTICE OF NEWLY ENACTED ORDINANCES

Please take notice that the City of West Allis enacted on 2022-06-07:

O-2021-0086, Ordinance to adjust term of transient merchant and junk picker licenses.

O-2021-0087, Ordinance to amend noise regulation variance process.

O-2021-0090, Ordinance updating appraiser salary grade and replacing safety & training.

The full text may be obtained at the City Clerk's Office, 7525 W. Greenfield Ave., West

Allis, WI 53214 and through the Legislative Information Center on the City's Website at

<http://www.westalliswi.gov>. Clerk's telephone: 414-302-8220 Published: 2022-06-08

12126528/6-10



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

**PROOF OF PUBLICATION**



City Clerk
clerk@westalliswi.gov

APPLICATION FOR LIQUOR LICENSE

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

Class A Beer for the sale of Fermented Malt Beverages:

National Petro LLC, d/b/a BP Sunrise, 9530 W. National Ave. Agent: Sra Guriqbal Singh.

Dated this May 4, 2022

Rebecca Grill, City Clerk

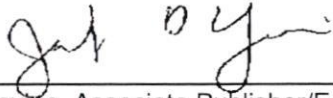
Publish as a Class I Legal Notice in the Daily Reporter on May 13, 2022.

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

May. 13, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 13th day of May 2022

**APPLICATION FOR LIQUOR
LICENSE**

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

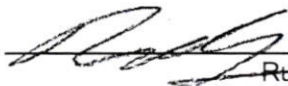
**Class A Beer for the sale of
Fermented Malt Beverages:**

National Petro LLC, d/b/a BP
Sunrise, 9530 W. National Ave.
Agent: Sra Gurqbal Singh.

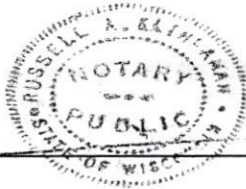
Dated this May 4, 2022

Rebecca Grill, City Clerk

12116432/5-13



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

**PROOF OF PUBLICATION**

**ALC-22-139****Alcohol Beverage Retail License Application****Status:** Complete**Date Created:** May 6, 2022**Applicant**

Christopher Miguet
 chris.a.miguet@nickymigz.com
 1202 Hillwood Blvd
 Pewaukee, WI 53072
 2628002028

Location

9105 W LINCOLN AVE
 West Allis, WI 53227

Owner:

Slick & Buck Associates, LLC
 Michael Baumann 1210 Auburn Rd West Bend, WI 53090

Business Information

Federal Employer Identification No. (FEIN). If a "?" or "not shown" appears in the box, please delete it and enter your FEIN Number.
 88-1797508

Type of Organization
 LLC

Upload Your WI Business Tax Registration Certificate Document

 WI Business Docs Nicky Migz.pdf
 Uploaded by Christopher Miguet on Apr 27, 2022 at 1:36 pm

WI Business Tax Registration Certificate # (a.k.a. Seller's Permit #)
 456-1031042098-02

WI Business Tax Registration Certificate # Expiration Date. If a "?" appears in the box, please delete it and enter the expiration date.
 02/29/2024

Legal Name (corporation, limited liability company, or partnership)
 Nicky Migz Place LLC

DBA/Trade/Business Name
 Nicky Migz Place

Business City
 West Allis

Business Zip Code
 53227

Business Address (License Location)
 9105 W Lincoln Ave

Business State
 WI

Business Phone Number
 2628002028

If you are the ONLY officer or member of the organization, you do not need to fill out the additional partner, member, or officer information. If your organization is a partnership or has more than one member/officer, you MUST fill out the additional partner, member, or officer information. Failure to do so will result in your application not being processed.

What is the total number of members, officers or partners in your legal entity? Include the agent in the number.
 4

5a. Was this premises licensed for the sale of liquor or beer during the past license year?
 Yes

5b. If yes, under what name was the license issued?
 Slick & Buck Associates, LLC

6a. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If you are currently the agent, please choose "No"
 Yes

6b. If yes, explain. And make sure you have uploaded a copy of the course completion or proof of holding a operator or retail license issued by a Wisconsin Municipality.

Christopher Miguet - COO - Completed the RBS Training Course. 4/10/2022 (see attachment)

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant?

Yes

7b. If yes, explain:

Christopher Miguet - Employee- COO and General Manager

8a. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?

No

9. State of Incorporation for Corp/LLC applicants: (if sole proprietor enter - not applicable)

LLC

9a. Date of Incorporation:

04/15/2022

Upload Articles of Incorporation

 Articles of Organization-Nicky Migz Place LLC.pdf
Uploaded by Christopher Miguet on Apr 28, 2022 at 3:35 pm

9b. Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? (If sole proprietor choose - Not applicable)

No

9c. Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?

No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]

Yes

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]

Yes

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?

Yes

READ CAREFULLY BEFORE SIGNING:

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Full Name

Christopher Allen Miguet

Title/Member

Chief Operation Officer

Digital Signature

Christopher Allen Miguet
04/27/2022

Phone Number

2628002028

Email Address

chris.a.miguet@nickymigz.com

Application Information

New or Renewal

New

License Type

Class B Tavern

If you are applying for a liquor store that will sell beer, and wine and/or liquor, choose Class A Beer and Class A Liquor; choose Class B Tavern for sale of beer, wine and liquor at a bar or restaurant.

Class B Applicants

Is another business type of business conducted at the premises?

No

NO CLASS B license may be granted for any premises where any other business is conducted in connection with the premises. This restriction does not apply if the Class B licensed premises is connected to premises where other business is conducted by a secondary doorway that serves as a safety exit and is not the primary entrance to the Class B premises. These restrictions do not apply to:

• *hotels* • *restaurants* • *combination grocery stores & taverns* • *combination sporting goods stores & taverns in towns, villages & 4th class cities* • *combination novelty stores & taverns* • *bowling centers or recreation premises* • *a club, society or lodge that has been in existence for 6 months or more prior to the date of filing application for the Class "B" license* • *movie theaters* • *painting studio as defined in sec. 125.02(11m).*

No, your application may not be approved.

Applicant / License Agent Information

Agent's Full Name

Christopher Allen Miguet

Mailing City

Pewaukee

Mailing Zip Code

53072

Mailing Address

1202 Hillwood Blvd

Mailing State

WI

County

Waukesha

E-Mail Address

chris.a.miguet@nickymigz.com

Upload Driver's License

 WISCONSIN.pdf

Uploaded by Christopher Miguet on Apr 27, 2022 at 1:42 pm

There are additional people who need background reviews. Scroll down to find this information.

AGENT'S AUXILIARY QUESTIONNAIRE

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

Which is making application for an alcohol beverage license.

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

How long have you continuously resided in Wisconsin prior to this date?

10 Years

Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?

No

Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?

No

Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?

No

Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?

No

6. Employment Information.

Are you self-employed?

No

6a. Most Recent Employers

Most recent employer name PatientPoint	Most recent employer address 5901 E Galbraith Rd R1000, Cincinnati, OH 45236
Most recently employed from: 04/12/2022	Most recently employed to: 04/27/2022

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

Christopher Allen Miguët
04/27/2022

Most recent employer name ARI Network Services	Most recent employer address 10850 W Park PI Suite 1200, Milwaukee, WI 53224
Most recently employed from: 11/11/2019	Most recently employed to: 04/09/2022

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

Christopher Allen Miguët
04/27/2022

Auxiliary Questionnaire Alcohol Beverage License Application for Additional Partners, Members, or Officers

Add'l Part/Member or Officer Last Name (include suffix if applicable) Miguët	
First Name Julie	Middle Initial A
Home Address 2808 Lander Lane	City Waukesha
State	Zip Code 53188
Position in Organization Partner	

Email Address

julie.a.miguet@nickymigz.com

Phone Number

2624425065

Upload Driver's License

JMiguet Drivers License Front.jpg

Uploaded by Christopher Miguet on Apr 28, 2022 at 3:37 pm

1. How long have you continuously resided in Wisconsin prior to this date?

20 Years

2a. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?

No

3a. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?

No

4a. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?

No

5a. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?

No

Are you self employed?

No

Most recent employer name

Humana Insurance

Most recent employer address

N 19, W24133 Riverwood Dr Suite 300, Waukesha, WI 53188

Most recently employed from:

09/01/2011

Most recently employed to:

04/27/2022

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

Julie A Miguet

04/27/2022

Add'l Part/Member or Officer Last Name (include suffix if applicable)

Miguet

First Name

Vasily

Middle Initial

N

Home Address

2808 Lander Lane

City

Waukesha

State

WI

Zip Code

53188

Position in Organization

President

Email Address

vasily.n.miguet@nickymigz.com

Phone Number

2628936638

Upload Driver's License

Vasily ID.jpg

Uploaded by Christopher Miguet on May 4, 2022 at 1:44 pm

1. How long have you continuously resided in Wisconsin prior to this date?

20 Years

2a. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?

No

3a. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?

No

4a. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?

No

5a. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?

No

Are you self employed?

No

Most recent employer name

Artos Engineering

Most recent employer address

21605 Gateway Ct, Brookfield, WI 53045

Most recently employed from:

02/01/2019

Most recently employed to:

04/27/2022

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

Vasily N Miguet

04/27/2022

Add'l Part/Member or Officer Last Name (include suffix if applicable)

Miguet

First Name

Allen

Middle Initial

J

Home Address

2808 Lander Lane

City

Waukesha

State

WI

Zip Code

53188

Position in Organization

Member

Email Address

allen.j.miguet@nickymigz.com

Phone Number

2624425042

Upload Driver's License

20220428_124052.jpg

Uploaded by Christopher Miguet on Apr 28, 2022 at 3:38 pm

1. How long have you continuously resided in Wisconsin prior to this date?

20 Years

2a. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?

No

3a. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?

No

4a. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?

No

5a. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?

No

Are you self employed?

No

Most recent employer name

Heale Manufacturing Co

Most recent employer address

1231 The Strand, Waukesha, WI 53186

Most recently employed from:

05/01/2021

Most recently employed to:

04/23/2022

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

Allen J Miguet

04/27/2022

Premises Description

Enter the Business Name in the search bar.

Please list where the alcohol will be stored, sold/consumed and where the receipts are kept.

Describe the building or buildings where alcohol beverages are to be sold and stored. You must include all rooms including living quarters, if used, for the sales, services, consumption, storage of alcohol beverages and records.

(Alcoholic beverages may be sold and stored only on the premises described.)

Premise Description

Locked liquor closet on premises. Sold in Bar and Restaurant. Receipts will be physically and electronically kept in locked office

If Mailing Address Is Different

Business Mailing Address

2108A Silvernail Rd STE 304

Business Mailing City

Pewaukee

Business Mailing State

WI

Business Mailing Zip Code

53072

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

Enter the Business Name in the search bar.

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

The undersigned duly authorized officer/member/manager of: (enter registered name of corporation/organization or limited liability company)

Nicky Migz Place LLC

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as (enter business name)

Nicky Migz Place

located at (enter address of business premises)

9105 W Lincoln Ave West Allis WI 53227

appoints (enter name of appointed agent)

Christopher Allen Miguet

enter home address of appointed agent

1202 Hillwood Blvd Pewaukee WI 53072

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein.

Is applicant agent presently acting in that capacity or requesting approval for any corporation/ organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

No

Is applicant agent subject to completion of the responsible beverage server training course?

Yes

Upload responsible beverage server training course certificate

 Responsible Beverage Server.pdf
Uploaded by Christopher Miguét on Apr 27, 2022 at 2:01 pm

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

10 Years

Place of residence last year:

Wisconsin

For: (enter name of corporation/organization/limited liability company)

Nicky Migz Place LLC

Digital Signature of Officer/Member/Manager)

Christopher Allen Miguét
04/27/2022

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

Acceptance by Agent

I (type in agent's name),

Christopher Allen Miguét

Digital Signature of Agent

Christopher Allen Miguét
04/27/2022

Current Date

04/27/2022

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

Plan of Operation

Are you also applying for a public entertainment premises license at this time?

Yes

For renewal applicants only, please review the types of entertainment which are currently on your Liquor License.

Public Entertainment - CLERK CHOSE THIS DROPDOWN IF THEY HAVE ENTERTAINMENT - IT PUTS IT ON THE LICENSE

--

Are There Any Changes to your Current Entertainment Types?

Yes

List any additions or deletions to your Entertainment.

Bands & Patrons Dancing

Updated types of Entertainment

Bands and patrons dancing.

Please check all the days you will be in operation and the hours of operation for that day. If you will be closed on a certain day, type **"CLOSED"**.

Sunday Open - Close Times

9:00AM-12:00AM

Monday Open - Close Times

11:00AM-12:00AM

Tuesday Open - Close Times

11:00AM-12:00AM

Wednesday Open - Close Times

11:00AM-12:00AM

Thursday Open - Close Times

Friday Open - Close Times

Saturday Open - Close Times
11:00AM-2:00AM

If you do not currently have a designated capacity occupancy load) and posted sign, please contact the Fire Department to apply for one.

What is the legal capacity (occupancy load) of the premises?
305

JENNY/GINA - RE-ENTER CAPACITY # HERE
300-399

Is the premises less than 300 feet from a school, hospital or church?
No

Are you also applying for a cigarette and/or nicotine products retailer license at this time?
No

You must answer yes to questions #2-8 in order to apply for this license.

Types of Business that are planned or currently conducted on the premises (check all that apply)

Lounge/Tavern/Bar
☒

Full Service Restaurant
☒

Percentage of sales related to the types of business listed above, if none enter " 0". Must equal 100%.

Alcohol %
40

Food %
60

Entertainment %
0

Gas %
0

Cigarettes %
0

Other %
0

Total % of Sales
100

Security Plans

Describe the security provisions for parking and loading zones:
2 way entrance. one off of lincoln and one off of 91st street. Loading zone will be in rear building entrance

Number of Security Personnel (list by day if number varies)
2 Security Personnel (Friday and Saturday Nights after 9PM)

Security Personnel Responsibilities and Equipment Used
ID Checking and Maintaining order

Location of Inside and Outside Security Cameras
36 camera system 28 indoor through bar and dining areas and 12 external covering entrances, parking lot, entrances and other

Litter and Noise

Name of solid waste removal contractor.

Waste Management (WM)

How will the exterior trash/littering be addressed?
periodically during the day shift manager will walk the lot, after closing the lot will be ridged of any trash

How will noise issues be addressed?

following West Allis noise ordinances. No loud music outside and patrons to stay inside unless leaving or smoking. (no bar outside means no drinks outside)

Floor Plan - Must be submitted with the application.

The detailed floor plan must include: 1) detailed description outlining the areas of the building where public entertainment will be provided (stages, rooms, etc. must be labelled.) 2) Square feet and dimensions of the premises to be licensed. 3) Location of all entrances and exits, seating areas, bars, waiting license, security search areas, stages, rooms, food preparation areas, etc.) 4) North Point 5) Date 6) Address and Name of Applicant

Upload Floor Plan

 Nicky Migz Place Floor Plan Details.docx
Uploaded by Christopher Miguet on May 6, 2022 at 9:41 am

Acceptance & Signature

1. I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.



2. I understand that after the license is issued, a change to the plan of operation and/or floor plan, will require approval from the Common Council.



3. I agree to comply with the plan of operation and floor plan approved as part of this application.



4. I understand that if this license is not used for a period of 30 days or more, it is subject to revocation.



5. Each licensed premises shall always be conducted in an orderly manner, and no disorderly, riotous, or indecent conduct shall be allowed at any time on any licensed premises.



6. I understand that the issuance of the license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws.



7. I understand that I may not sell, dispense, or serve alcohol beverages by means of a drive-through facility. In this section, "drive-through facility" means any vehicle related commercial facility in which a service is provided, or goods, food or beverages are sold, served, or dispensed to an operator or passengers of a vehicle without the necessity of the operator or passengers disembarking from the vehicle.



8. I understand that the license holder, and/or the employees and agents of the license holder, shall cooperate with police investigations of disturbances, intoxicated persons, underage persons and other violations of City and state laws. "Cooperate," as used in this subsection, shall mean calling the police when a disturbance of the peace or other violation occurs on the licensed premises and providing complete and truthful responses to police inquiries. A license holder shall also appear before the License and Health Committee when requested.



9. I have knowledge of Wisconsin Statutes and City Ordinances currently regulating alcohol beverage licenses and understand that the license may be subject to suspension, non-renewal, or revocation, if I violate any rule, law, or regulation of the City of West Allis and/or State of Wisconsin.



10. I understand that the information submitted to the City by any applicant or licensee pertaining to an alcohol beverage license shall be true. Any person who submits in writing any untrue statement to the City in connection with any such license or application shall forfeit not more than five hundred dollars (\$500) together with the costs of prosecution, and in default shall be imprisoned in the Milwaukee County House of Correction for the maximum number of days set forth in Section 800.095(1)(b) of the Wisconsin Statutes. In addition, any license granted shall be subject to revocation and no alcohol beverage license of any kind whatsoever shall thereafter be granted to such person for a period of one year from the date of such revocation.

**READ CAREFULLY BEFORE SIGNING:**

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

Digital Signature (Individual, Partner, Member, Officer or Agent)

Christopher Allen Miguet
05/06/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the link to pay the fee after you submit this application.

Check for Outstanding Personal Property Taxes

Complete these two fields once outstanding PP taxes have been paid.

LH/CC Action

Don't complete step until the time the notice should be sent.

Legal Notice Publication Information

Publication Date

05/13/2022


Sent for Publishing On

05/10/2022

for the sale of

Fermented Malt Beverages and Intoxicating Liquor

Attachments

 Floor Plan.Binary.B2Binary.pdf
Uploaded by Jenny Slivka on May 6, 2022 at 10:01 am




History

Date	Activity
Apr 27, 2022 at 12:18 pm	Christopher Miguet started a draft of Record ALC-22-139
May 6, 2022 at 9:44 am	Christopher Miguet submitted Record ALC-22-139
May 6, 2022 at 9:51 am	completed payment step Fee Payment on Record ALC-22-139
May 6, 2022 at 9:51 am	changed the deadline to May 07, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record ALC-22-139
May 6, 2022 at 9:51 am	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record ALC-22-139
May 6, 2022 at 9:51 am	changed the deadline to May 07, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record ALC-22-139
May 6, 2022 at 10:01 am	Jenny Slivka added attachment Floor Plan.Binary.B2Binary.pdf to Record ALC-22-139
May 6, 2022 at 10:03 am	Jenny Slivka removed approval step Check for Outstanding Personal Property Taxes from Record ALC-22-139
May 6, 2022 at 10:03 am	Jenny Slivka approved approval step Clerk's Office Application Review For Completion and Accuracy on Record ALC-22-139
May 6, 2022 at 10:03 am	approval step Dispatch was assigned to Police Amber Alert Group on Record ALC-22-139
May 6, 2022 at 10:03 am	changed the deadline to May 07, 2022 on approval step Dispatch on Record ALC-22-139
May 6, 2022 at 10:08 am	Police Amber Alert Group approved approval step Dispatch on Record ALC-22-139
May 6, 2022 at 10:08 am	changed the deadline to May 06, 2022 on approval step Initial Notification for Departments of Completed Application Received on Record ALC-22-139
May 6, 2022 at 5:05 pm	OpenGov PLC approved approval step Initial Notification for Departments of Completed Application Received on Record ALC-22-139
May 6, 2022 at 5:05 pm	approval step Police Background was assigned to Lisa Bergmann on Record ALC-22-139
May 6, 2022 at 5:05 pm	changed the deadline to May 07, 2022 on approval step Police Background on Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Click box if there are not any DOT Violations to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field DL to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field DOT Notes to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Click box if there are not any Local Violations to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Addt'l Member's Name to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Locals Notes to Record ALC-22-139

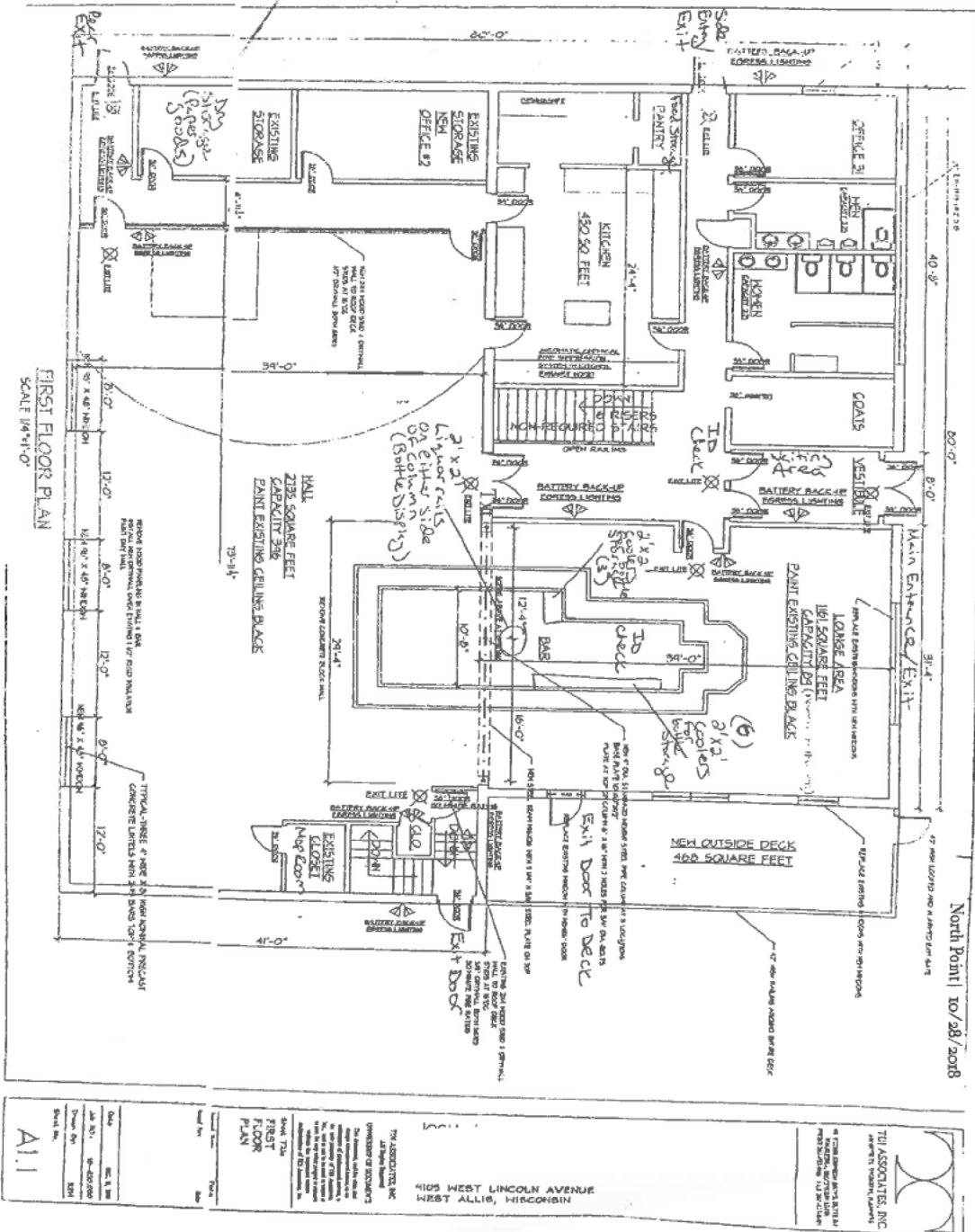
Date	Activity
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field DL to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Addt'l Member's Name to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Locals Notes to Record ALC-22-139
May 7, 2022 at 8:27 pm	Gina Gresch added multi-entry field Click box if there are not any DOT Violations to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click box if there are not any Local Violations to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field DOT Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field DL to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Addt'l Member's Name to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click box if there are not any Local Violations to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Locals Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click box if there are not any DOT Violations to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field DOT Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click here if there are not any WORCS records. to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Additional Partner Name to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Attachment to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Ok to Proceed? to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Additional Partner Name to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Attachment to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click here if there are not any WORCS records. to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Ok to Proceed? to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Notes to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field WORCS Attachment to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Ok to Proceed? to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Click here if there are not any WORCS records. to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch added multi-entry field Additional Partner Name to Record ALC-22-139
May 7, 2022 at 8:28 pm	Gina Gresch changed Premise Description from "Locked liquor closet on premises. Sold in Bar and Restuarant. Receipts will be phically and elect" to "Locked liquor closet on premises. Sold in Bar and Restaurant. Receipts will be physically and ele" on Record ALC-22-139
May 7, 2022 at 8:35 pm	Gina Gresch reactivated approval step Dispatch on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch changed Click here if there are not any WORCS records. from "" to "true" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch changed Okay to Issue? from "" to "Yes" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch changed Needs Admin/Clerk Review? from "" to "No" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch altered multi-entry field Click here if there are not any WORCS records., changed value from "false" to "true" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch altered multi-entry field Click here if there are not any WORCS records., changed value from "false" to "true" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch altered multi-entry field Click here if there are not any WORCS records., changed value from "false" to "true" on Record ALC-22-139
May 7, 2022 at 8:36 pm	Gina Gresch altered multi-entry field Ok to Proceed?, changed value from "" to "Yes" on Record ALC-22-139
May 7, 2022 at 8:37 pm	Gina Gresch altered multi-entry field Ok to Proceed?, changed value from "" to "Yes" on Record ALC-22-139
May 7, 2022 at 8:37 pm	Gina Gresch altered multi-entry field Ok to Proceed?, changed value from "" to "Yes" on Record ALC-22-139
May 7, 2022 at 8:37 pm	Gina Gresch assigned approval step Clerk Review After Background Completed to Gina Gresch on Record ALC-22-139
May 7, 2022 at 8:55 pm	Police Amber Alert Group altered multi-entry field Driver's License Number, changed value from "M230-4215-3785-09" to "M230-4215-9785-09" on Record ALC-22-139
May 7, 2022 at 9:13 pm	Police Amber Alert Group approved approval step Dispatch on Record ALC-22-139
May 8, 2022 at 6:29 pm	Gina Gresch changed Are you also applying for a public entertainment premises license at this time? from "No" to "Yes" on Record ALC-22-139
May 8, 2022 at 6:29 pm	Gina Gresch added JENNY/GINA - RE-ENTER CAPACITY # HERE to Record ALC-22-139
May 8, 2022 at 6:30 pm	Gina Gresch changed Are There Any Changes to your Current Entertainment Types? from "No" to "Yes" on Record ALC-22-139
May 8, 2022 at 6:30 pm	Gina Gresch changed Updated types of Entertainment from "" to "Bands and patrons dancing. " on Record ALC-22-139
May 8, 2022 at 6:30 pm	Gina Gresch changed List any additions or deletions to your Entertainment. from "" to "Bands and patrons dancing. " on Record ALC-22-139
May 10, 2022 at 1:32 pm	Lisa Bergmann changed DL from "" to "Valid" on Record ALC-22-139
May 10, 2022 at 1:33 pm	Lisa Bergmann changed Check here if there are not any DOT violations. from "" to "true" on Record ALC-22-139
May 10, 2022 at 1:34 pm	Lisa Bergmann changed Check here if there are not any Local Violations from "" to "true" on Record ALC-22-139
May 10, 2022 at 1:35 pm	Lisa Bergmann altered multi-entry field DL, changed value from "" to "Valid" on Record ALC-22-139

Date	Activity
May 10, 2022 at 1:35 pm	Lisa Bergmann altered multi-entry field Click box if there are not any DOT Violations, changed value from "false" to "true" on Record ALC-22-139
May 10, 2022 at 1:35 pm	Lisa Bergmann altered multi-entry field Click box if there are not any Local Violations, changed value from "false" to "true" on Record ALC-22-139
May 10, 2022 at 1:36 pm	Lisa Bergmann altered multi-entry field DL, changed value from "" to "Expired" on Record ALC-22-139
May 10, 2022 at 1:38 pm	Lisa Bergmann altered multi-entry field DOT Notes, changed value from "" to "08/29/2017 Defective Speedometer; 08/29/2019 Obstructing Traffic; 01/08/2020 Accident Property Da" on Record ALC-22-139
May 10, 2022 at 1:38 pm	Lisa Bergmann altered multi-entry field Click box if there are not any Local Violations, changed value from "false" to "true" on Record ALC-22-139
May 10, 2022 at 1:39 pm	Lisa Bergmann approved approval step Police Background on Record ALC-22-139
May 10, 2022 at 2:58 pm	Gina Gresch approved approval step Clerk Review After Background Completed on Record ALC-22-139
May 10, 2022 at 2:58 pm	inspection step Fire Inspection was assigned to Fire Department on Record ALC-22-139
May 10, 2022 at 2:58 pm	inspection step Health Inspection was assigned to Kevin Smith on Record ALC-22-139
May 10, 2022 at 2:58 pm	approval step Zoning Review was assigned to Planning & Zoning on Record ALC-22-139
May 10, 2022 at 2:58 pm	approval step Occupancy Permit/Code Enforcement Review was assigned to Sally Bukowski on Record ALC-22-139
May 10, 2022 at 2:58 pm	Gina Gresch changed Sent for Publishing On from "" to "05/11/2022" on Record ALC-22-139
May 10, 2022 at 2:58 pm	Gina Gresch changed Publication Date from "" to "05/13/2022" on Record ALC-22-139
May 10, 2022 at 2:58 pm	Gina Gresch changed Sent for Publishing On from "05/11/2022" to "05/10/2022" on Record ALC-22-139
May 10, 2022 at 2:58 pm	Gina Gresch changed for the sale of from "" to "Fermented Malt Beverages and Intoxicating Liquor" on Record ALC-22-139
May 10, 2022 at 3:22 pm	Planning & Zoning approved approval step Zoning Review on Record ALC-22-139
May 10, 2022 at 4:09 pm	Fire Department altered inspection step Fire Inspection, changed status from Active to Complete on Record ALC-22-139
May 10, 2022 at 4:11 pm	Kevin Smith assigned inspection step Health Inspection to Lindy Wiedmeyer on Record ALC-22-139
May 10, 2022 at 4:16 pm	Sally Bukowski approved approval step Occupancy Permit/Code Enforcement Review on Record ALC-22-139
May 26, 2022 at 11:16 pm	Gina Gresch waived inspection step Health Inspection on Record ALC-22-139
May 26, 2022 at 11:16 pm	Gina Gresch completed Record ALC-22-139
May 26, 2022 at 11:16 pm	Gina Gresch altered inspection step Health Inspection, changed status from Skipped to Active on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed List any additions or deletions to your Entertainment. from "Bands and patrons dancing. " to "Bands & Patrons Dancing" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Saturday Open - Close Times from "11am - 2am" to "11:00AM-2:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Thursday Open - Close Times from "11am - 12am" to "11:00AM-12:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Tuesday Open - Close Times from "11am - 12am" to "11:00AM-12:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Sunday Open - Close Times from "9am - 12am" to "9:00AM-12:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Monday Open - Close Times from "11am - 12am" to "11:00AM-12:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Wednesday Open - Close Times from "11am - 12am" to "11:00AM-12:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:24 pm	Gina Gresch changed Friday Open - Close Times from "11am - 2am" to "11:00AM-2:00AM" on Record ALC-22-139
Jun 7, 2022 at 1:38 pm	Lindy Wiedmeyer altered inspection step Health Inspection, changed status from Active to Complete on Record ALC-22-139

Timeline

Label	Status	Activated	Completed	Assignee
 Fee Payment	Paid	May 6, 2022 at 9:44 am	May 6, 2022 at 9:51 am	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	May 6, 2022 at 9:51 am	May 6, 2022 at 10:03 am	Jenny Slivka
 Initial Notification for Departments of Completed Application Received	Complete	May 6, 2022 at 10:08 am	May 6, 2022 at 5:05 pm	-
 Dispatch	Complete	May 6, 2022 at 10:03 am	May 7, 2022 at 9:13 pm	Police Amber Alert
 Police Background	Complete	May 6, 2022 at 5:05 pm	May 10, 2022 at 1:39 pm	Lisa Bergmann
 Clerk Review After Background Completed	Complete	May 10, 2022 at 1:39 pm	May 10, 2022 at 2:58 pm	Gina Gresch
 Clerk Generate Legal Notice for Publication	Issued	May 10, 2022 at 2:58 pm	May 10, 2022 at 2:58 pm	-
 Zoning Review	Complete	May 10, 2022 at 2:58 pm	May 10, 2022 at 3:22 pm	Planning & Zoning
 Fire Inspection	Complete	May 10, 2022 at 2:58 pm	May 10, 2022 at 4:09 pm	Fire Department
 Occupancy Permit/Code Enforcement Review	Complete	May 10, 2022 at 2:58 pm	May 10, 2022 at 4:16 pm	Sally Bukowski
 Health Inspection	Complete	May 10, 2022 at 2:58 pm	Jun 7, 2022 at 1:38 pm	Lindy Wiedmeyer

[illegible]





City Clerk
clerk@westalliswi.gov

June 15, 2022

Christopher Miguët
1202 Hillwood Blvd
Pewaukee, WI 53072

RE: Class B Tavern License Application Review for Nicky Migz Place

Dear Christopher:

Your application for the above license(s) is scheduled for a televised hearing before the License and Health Committee on: **June 20, 2022 at 6:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your 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.

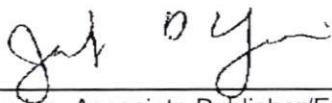
If you have questions, please email clerk@westalliswi.gov.

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } s.s.

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

May. 13, 2022



Joe Yovino, Associate Publisher/Editor

Sworn to me this 13th day of May 2022

APPLICATION FOR LIQUOR LICENSE

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

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

Nicky Migz Place LLC, d/b/a Nicky Migz Place, 9105 W Lincoln Ave.
Agent: Christopher Allen Miguét.


Public Entertainment Premise Permit:

Bands and patrons dancing.

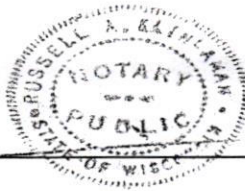
Dated this May 10, 2022

Rebecca Grill, City Clerk

12118031/5-13



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

**PROOF OF PUBLICATION**



City of West Allis, WI

**See Page 3 For Amendment Information

06/03/2022

TEMP-22-4

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active**Date Created:** Mar 24, 2022**Applicant**

Don Dougherty
dondougherty86@gmail.com
8600 West Greenfield Ave
west allis, WI 53214
12629931507

Location

8600 W GREENFIELD AVE
West Allis, WI 53214

Owner:

Don Dougherty
8600 W. Greenfield Ave west allis, WI 53214

Applicant / License Agent Information**Applicant Last Name (include suffix if applicable)**

Dougherty

Applicant First Name

Donald

Applicant Middle Initial

L

Mailing Address

8600 W GREENFIELD AVE

City

west allis

State

WI

Zip Code

53214

Phone Number

12629931507

County

milwaukee

E-Mail Address

dondougherty86@gmail.com

Application Information

Do you have a Class B Tavern License for the area your are requesting an extension or public entertainment permit?

Yes

If you chose "No", you do not qualify for this type of permit.

Temporary Extension of Class B Premises Permit



Enter your current Class B Tavern License #

20-963

Temporary Public Entertainment Premises Permit



What type of permit(s) are you applying for?

Seasonal - OUTDOOR DINING & ENTERTAINMENT/MUSIC

Temporary Extension of a Class B Premises Permit -

Any Class B licensed establishment who wishes to extend their premises outdoors must include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Building Inspection and Neighborhood Services, Health, and Police Departments.

Seasonal Extension



Temporary Public Entertainment Permit -

Needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment)

Do you have "Entertainment" listed on your Class B Tavern License?

--

Is the type of entertainment you are requesting the same as what is listed on your liquor license?

--

Name of Event

--

Number of Days Requesting Extension

--

Will any part of your event be held outside?

Yes

Business Information

DBA/Trade/Business Name

Riviera Lanes

Type of Organization

LLC

Legal Name (corporation, limited liability company, or partnership)

Riviera of Wisconsin, INC

Business Address (License Location)

8600 W GREENFIELD AVE

Business Zip Code

53214

Business Phone Number

4147742274

SEASONAL EXTENSION FOR OUTDOOR DINING & ENTERTAINMENT/MUSIC

Requested Start Date

--

Requested End Date

--

Saturday Start & End Time

7:00PM-10:00PM (already approved)

Sunday Start & End Time

3:00PM-7:00PM (already approved)

Tuesday Start & End Time

Wednesday Start & End Time

10:00AM-10:00PM

Thursday Start & End Time

10:00AM-10:00PM

Friday Start & End Time

List the type of temporary public entertainment you are requesting.

Requesting an amendment to the Temporary Outdoor Premise Extension to include Wednesday nights. I have made plans to have open mic night on that day and Thursdays if possible so I can book music on Thursday nights.

Other Licenses or Permits that may be needed for your event:

Is your event a block party, church festival, concert, parade, carnival, or other large gathering?

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

Will you be putting up any tents that are 400 square feet or larger?

No

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

Will hot food be kept warm and served outside?

No

If you answered yes to having hot food, you will need to check with the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

Terms and Conditions for Extensions of Class B Premises Permits

I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.



I understand that 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.



I understand that 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.



I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.



I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.



I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.



I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.



I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.



Acceptance & Signature

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)



READ CAREFULLY BEFORE SIGNING:

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Applicant's Digital Signature

Donald Dougherty
03/24/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

Clerk Administration Information

Application Correct and Complete?

Yes

List Other Licenses

TPEP - live music

If "DAILY" or "SEASONAL - Outdoor Dining Only", the application can go on the Consent Agenda.

If "SEASONAL - Outdoor Dining & Entertainment/Music, the application goes on the Recess - LH section of the agenda.

LH/CC Action

Don't complete step until the time the notice should be sent.

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Special Conditions:

Allowed to be fenced off between Memorial Day and Labor Day; Saturdays 7:00 p.m. - 10:00 p.m. and Sundays 3:00 p.m. - 7 p.m.

Attachments

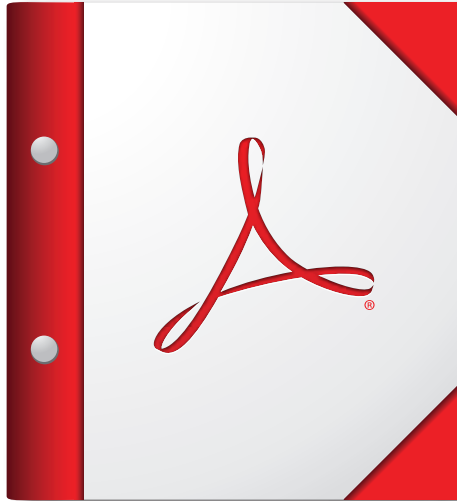


CAB1EC8F-FF5D-4731-BEDF-C2123784D6C4.jpeg

Uploaded by Don Dougherty on Mar 28, 2022 at 12:47 pm

pdf TEMP-22-4 Diagram.pdf

Uploaded by Gina Gresch on Apr 22, 2022 at 4:32 pm



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

**TEMP-22-10****Temporary Extension and Temporary Public Entertainment Premises Applications****Status:** Active**Date Created:** May 6, 2022**Applicant**

Tammy Dopp
 teamtam3.td@gmail.com
 1753 S. 68th Street
 West Allis, WI 53214
 14145301170

Location

1753 S 68 ST
 West Allis, WI 53214

Owner:

Teamtam LLC
 1753 S 68 St West Allis, WI 53214

Application Information**Check here if applying in person.**

Choose what type of permit(s) are you applying for?

Temporary Extension of Class B Premises Permit**Temporary Public Entertainment Premises Permit****Enter your current Class B Tavern License #**

21-037

Seasonal Extension**Daily****Temporary Extension of a Class B Premises Permit -**

any Class B licensed establishment who wishes to extend their premises outdoors must include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Building Inspection and Neighborhood Services, Health, and Police Departments.

Temporary Public Entertainment Permit -

needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment)

Will any part of your event be held outside?

No

Do you have a Class B Tavern License for the area your are requesting an extension or public entertainment permit?

Yes

Applicant / License Agent Information**Applicant Last Name (include suffix if applicable)**

Dopp

Applicant First Name

Tammy

Applicant Middle Initial

--

Date of Birth

01/23/1964

Mailing Address

1303 S. 73rd Street

City

West Allis

State

WI

Zip Code

53214

County

Milwaukee

Phone Number

4145301170

E-Mail Address

teamtam3.td@gmail.com

Business Information**Type of Organization**

Wisconsin Corporation

Legal Name (corporation, limited liability company, or partnership)

Doppleganger's Inc

DBA/Trade/Business Name

Dopp's Bar & Grill

Business Address (License Location)

1753 S. 68th Street

Business Zip Code

53214

Business Phone Number

4142571400

Other Licenses or Permits that may be needed for your event:**Is your event a block party, church festival, concert, parade, carnival, or other large gathering?**

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

Will you be putting up any tents that are 400 square feet or larger?

No

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

Will hot food be kept warm and served outside?

No

If you answered yes to having hot food, you will need to check with the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

Seasonal Extension of Class B Premises Permit Information**Permit may not exceed 6 months.****Start Date**

05/18/2022

End Date

11/01/2022

Enter the times when the Season Extension will be used. If there is a day during the week you will not use it, enter none in the start time and end time for that day.

Sunday Start Time**Sunday End Time**

11AM-11PM

Monday Start Time**Monday End Time**

11AM-11PM

Tuesday Start Time**Tuesday End Time**

11AM-11PM

Wednesday Start Time**Wednesday End Time**

11AM-11PM

Thursday Start Time**Thursday End Time**

11AM-11PM

Friday Start Time**Friday End Time**

11AM-11PM

Saturday Start Time**Saturday End Time**

11AM-11PM

Are you planning on having any outdoor entertainment on weekends?


Yes

Please indicate which specific weekends, times and any other pertinent information.

Only have 2 planned so far. June 25-26 and July 16-17.

Diagram of Area

You must upload a diagram of the proposed seasonal extended premises and indicate where alcohol will be served and consumed.

 Dopps Temp Premise Ext Diagram.pdf
 Uploaded by Gina Gresch on May 6, 2022 at 11:59 am

Terms and Conditions for Extensions of Class B Premises Permits**I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.****I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.****I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.****Acceptance & Signature****I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)****READ CAREFULLY BEFORE SIGNING:**

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Digital Signature (Individual, Partner, Manager of Limited Liability Company (LLC), Member, Officer of Corporation)

Tammy Dopp
 05/06/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

Clerk Administration Information**Application Correct and Complete?**

Yes

Are other licenses/permits being applied for at the same time?

No

Admin/Clerk Review

Schedule for LH Hearing

LH/CC Action

Don't complete step until the time the notice should be sent.

License and Health Date

05/17/2022

License and Health Time

7:00 pm

Meeting Room

Room 128

License and Health Recommendation

--

Common Council Date

--

Common Council Tentative Decision

--

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Special Conditions:

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

List reasons for denial.

--

Attachments







No attachments

History

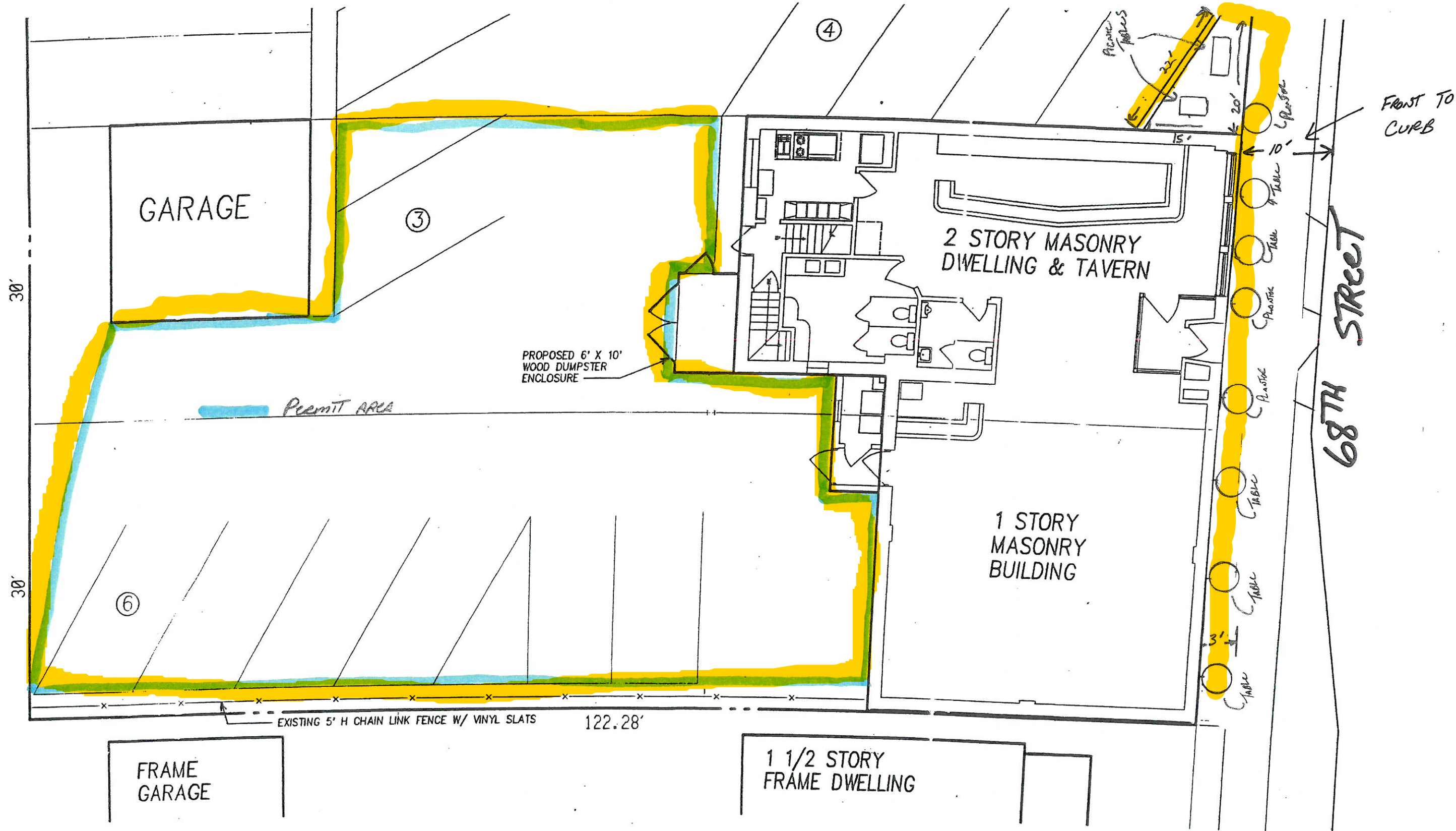
Date	Activity
May 6, 2022 at 11:48 am	Gina Gresch started a draft of Record TEMP-22-10
May 6, 2022 at 12:00 pm	Gina Gresch submitted Record TEMP-22-10
May 6, 2022 at 12:02 pm	completed payment step Fee Payment on Record TEMP-22-10
May 6, 2022 at 12:02 pm	changed the deadline to May 07, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-10
May 6, 2022 at 12:02 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record TEMP-22-10
May 6, 2022 at 12:02 pm	changed the deadline to May 07, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-10
May 6, 2022 at 12:02 pm	Gina Gresch assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record TEMP-22-10
May 7, 2022 at 9:11 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-10
May 7, 2022 at 9:11 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "No" on Record TEMP-22-10
May 7, 2022 at 9:11 pm	Gina Gresch changed Admin/Clerk Review from "" to "Schedule for LH Hearing" on Record TEMP-22-10
May 7, 2022 at 9:11 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-10
May 7, 2022 at 9:11 pm	approval step Hearing Information was assigned to Jenny Slivka on Record TEMP-22-10
May 7, 2022 at 9:12 pm	Gina Gresch changed the deadline to May 11, 2022 on approval step Hearing Information on Record TEMP-22-10
May 10, 2022 at 3:05 pm	Jenny Slivka changed License and Health Date from "" to "05/17/2022" on Record TEMP-22-10
May 10, 2022 at 3:05 pm	Jenny Slivka changed License and Health Time from "" to "7:00 pm" on Record TEMP-22-10
May 10, 2022 at 3:05 pm	Jenny Slivka changed Meeting Room from "" to "Room 128" on Record TEMP-22-10
May 10, 2022 at 3:05 pm	Jenny Slivka approved approval step Hearing Information on Record TEMP-22-10
May 10, 2022 at 3:05 pm	approval step Enter L&H and Common Council Decision was assigned to Gina Gresch on Record TEMP-22-10
May 10, 2022 at 3:05 pm	changed the deadline to May 11, 2022 on approval step Enter L&H and Common Council Decision on Record TEMP-22-10

Date	Activity
May 10, 2022 at 3:11 pm	Jenny Slivka assigned approval step Enter L&H and Common Council Decision to Jenny Slivka on Record TEMP-22-10

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Fee Payment	Paid	May 6, 2022 at 12:00 pm	May 6, 2022 at 12:02 pm	-	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	May 6, 2022 at 12:02 pm	May 7, 2022 at 9:11 pm	Gina Gresch	-
 Hearing Information	Complete	May 7, 2022 at 9:11 pm	May 10, 2022 at 3:05 pm	Jenny Slivka	05/11/202
 Regular Hearing Notice	Issued	May 10, 2022 at 3:05 pm	May 10, 2022 at 3:05 pm	-	-
 Enter L&H and Common Council Decision	Active	May 10, 2022 at 3:05 pm	-	Jenny Slivka	-
 Common Council Consideration	Inactive	-	-	-	-

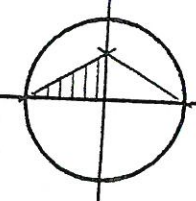
ALLEY



FRONT TO CURB

68TH STREET

site plan
SCALE: 1" = 10'





City Clerk
clerk@westalliswi.gov

May 10, 2022

Tammy Dopp
1753 S. 68th Street
West Allis, WI 53214

**RE: Class B Tavern Temporary Extension of Premise Application Review for
Doppleganger's Inc**

Dear Tammy:

Your application for the above license(s) is scheduled for a televised hearing before the License and Health Committee on: **May 17, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your 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.



City Clerk
clerk@westalliswi.gov

May 19, 2022

Tammy Dopp
1753 S. 68th Street
West Allis, WI 53214

**RE: Class B Tavern Temporary Extension of Premise Application Review for
Doppleganger's Inc**

Dear Tammy:

Your application for the above license(s) is scheduled for a televised hearing before the License and Health Committee on: **June 7, 2022 at 7:00 pm in Room 128 at City of West Allis, City Hall, 7525 W. Greenfield Avenue, West Allis.**

If you fail to appear your 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.

**TEMP-22-11****Temporary Extension and Temporary Public Entertainment Premises Applications****Status:** Active**Date Created:** May 15, 2022**Applicant**

Casey Rataczak
 caminomke@gmail.com
 2952 S 94th st
 West Allis, WI 53227
 414-793-7906

Location

7211 W GREENFIELD AVE
 West Allis, WI 53214

Owner:

Caminowa LLC
 7211 W Greenfield Ave West Allis, WI 53214

Application Information

Choose what type of permit(s) are you applying for?

Temporary Extension of Class B Premises Permit**Enter your current Class B Tavern License #**

2021-019

Seasonal Extension**Temporary Extension of a Class B Premises Permit -**

any Class B licensed establishment who wishes to extend their premises outdoors must include that area as part of the licensed premises. Whether seasonal, permanent or for a weekend, any outdoor premises is subject to approval by the Common Council and will be reviewed by the Planning, Building Inspection and Neighborhood Services, Health, and Police Departments.

Temporary Public Entertainment Permit -

needed if you do not hold a Public Entertainment Premises Permit or if you do hold a Public Entertainment Premises License but are having entertainment that is not approved under that license. (See your public entertainment premises license for the approved entertainment)

Will any part of your event be held outside?

Yes

Do you have a Class B Tavern License for the area your are requesting an extension or public entertainment permit?

Yes

Applicant / License Agent Information**Applicant Last Name (include suffix if applicable)**

Rataczak

Applicant First Name

Casey

Applicant Middle Initial

A

Date of Birth

08/14/1978

Mailing Address

7211 W Greenfield Ave

City

West Allis

State

WI

Zip Code

53214

County

Milwaukee

Phone Number

414-793-7906

E-Mail Address

caminomke@gmail.com

Business Information**Type of Organization**

LLC

Legal Name (corporation, limited liability company, or partnership)

caminobarwestallis LLC

DBA/Trade/Business Name

Camino

Business Address (License Location)

7211-7213 W Greenfield Ave

Business Zip Code

53214

Business Phone Number

414-793-7906

Other Licenses or Permits that may be needed for your event:**Is your event a block party, church festival, concert, parade, carnival, or other large gathering?**

No

Is your event going to be held on public property (street, sidewalk, etc.)

No

Will your event will be held on private property, have more than 21 people, and will obstruct public property (street, sidewalk, etc.)

No

If you answered yes to any of above, you will need to apply for a Special Event Permit in addition to this permit.

Will you be putting up any tents that are 400 square feet or larger?

No

If you answered yes to having a tent permit, you will need to apply for a Tent Permit in addition to this permit.

Will hot food be kept warm and served outside?

No

If you answered yes to having hot food, you will need to check with the Health Department to see if you need an additional food license or permit and/or an inspection of the premises.

Seasonal Extension of Class B Premises Permit Information**Permit may not exceed 6 months.****Start Date**

05/15/2022

End Date

11/15/2022

Enter the times when the Season Extension will be used. If there is a day during the week you will not use it, enter none in the start time and end time for that day.

Sunday Start Time

10am

Sunday End Time

10pm

Monday Start Time

11am

Monday End Time

10pm

Tuesday Start Time

11am

Tuesday End Time

10pm

Wednesday Start Time

11am

Wednesday End Time

10pm

Thursday Start Time

11am

Thursday End Time

10pm

Friday Start Time

11am

Friday End Time

10pm

Saturday Start Time

10am

Saturday End Time

10pm

Are you planning on having any outdoor entertainment on weekends?

No

You must upload a diagram of the proposed seasonal extended premises and indicate where alcohol will be served and consumed.

Diagram of Area

78E3EA9C-61AA-49A8-B323-9256472F538D.jpeg

Uploaded by Casey Rataczak on May 15, 2022 at 7:20 pm

Terms and Conditions for Extensions of Class B Premises Permits

I understand that I may not allow any glass beverage containers in the outdoor portion of the extension.



I understand that 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.



I understand that any lighting for an outdoor premises may not project directly to an area beyond the indoor and outdoor premises.



I understand that no outdoor premises may remain open between the hours of 10 p.m. and 10 a.m. The Common Council may set different closing hours for a particular outdoor premises if the licensee agrees to those alternate closing hours.



I understand that I am responsible for cleaning up the area of the extension and providing containers and storage for garbage and recycling.



I understand that a copy of the permit and any other applicable permits or licenses must be kept on the premises for the duration of the extension.



I understand that unless a temporary public entertainment permit has been issued, the type of entertainment permitted in the outdoor area is limited to what the public entertainment premises license allows.

**Acceptance & Signature**

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)

**READ CAREFULLY BEFORE SIGNING:**

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Digital Signature (Individual, Partner, Manager of Limited Liability Company (LLC), Member, Officer of Corporation)

Casey Rataczak

05/15/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the a link to pay the fee after you submit this application.

Clerk Administration Information

Application Correct and Complete?

Yes

Are other licenses/permits being applied for at the same time?

No

Admin/Clerk Review

Schedule for LH Hearing

LH/CC Action

Don't complete step until the time the notice should be sent.

If the council has imposed special conditions, enter below prior to entering the Common Council final date and issuing license:

Attachments

pdf

Camino 7213 W Greenfield Ave.pdf

Uploaded by Planning & Zoning on May 23, 2022 at 9:13 am

History

Date	Activity
May 15, 2022 at 7:12 pm	Casey Rataczak started a draft of Record TEMP-22-11
May 15, 2022 at 7:23 pm	Casey Rataczak submitted Record TEMP-22-11
May 15, 2022 at 7:26 pm	completed payment step Fee Payment on Record TEMP-22-11
May 15, 2022 at 7:26 pm	changed the deadline to May 17, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-11
May 15, 2022 at 7:26 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record TEMP-22-11
May 15, 2022 at 7:26 pm	changed the deadline to May 17, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-11
May 18, 2022 at 1:58 pm	Rebecca Grill added attachment Camino 7213 W Greenfield Ave.pdf to Record TEMP-22-11
May 25, 2022 at 9:08 am	Gina Gresch changed Is your event going to be held on public property (street, sidewalk, etc.) from "Yes" to "No" on Record TEMP-22-11
May 25, 2022 at 9:08 am	Gina Gresch changed I understand I also need to apply for a Special Event Permit to hold my event and the event may o from "true" to "false" on Record TEMP-22-11
May 25, 2022 at 9:10 am	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-11
May 25, 2022 at 9:10 am	Gina Gresch completed Record TEMP-22-11
May 25, 2022 at 9:11 am	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-11
May 25, 2022 at 9:11 am	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "No" on Record TEMP-22-11
May 25, 2022 at 9:11 am	approval step Hearing Information was assigned to Gina Gresch on Record TEMP-22-11
May 25, 2022 at 9:11 am	Gina Gresch changed Admin/Clerk Review from "" to "Schedule for LH Hearing" on Record TEMP-22-11
May 25, 2022 at 9:12 am	Gina Gresch changed the deadline to Jun 01, 2022 on approval step Hearing Information on Record TEMP-22-11
May 25, 2022 at 9:12 am	Gina Gresch altered approval step Hearing Information, changed status from Active to On Hold on Record TEMP-22-11

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Fee Payment	Paid	May 15, 2022 at 7:23 pm	May 15, 2022 at 7:26 pm	-	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	May 15, 2022 at 7:26 pm	May 25, 2022 at 9:10 am	Gina Gresch	05/16/2022
 Hearing Information	On Hold	May 25, 2022 at 9:11 am	May 25, 2022 at 9:12 am	Gina Gresch	06/01/2022

Label		Status	Activated	Completed	Assignee	Due Date
✓	Enter L&H and Common Council Decision	Inactive	-	-	-	-
✓	Common Council Consideration	Inactive	-	-	-	-

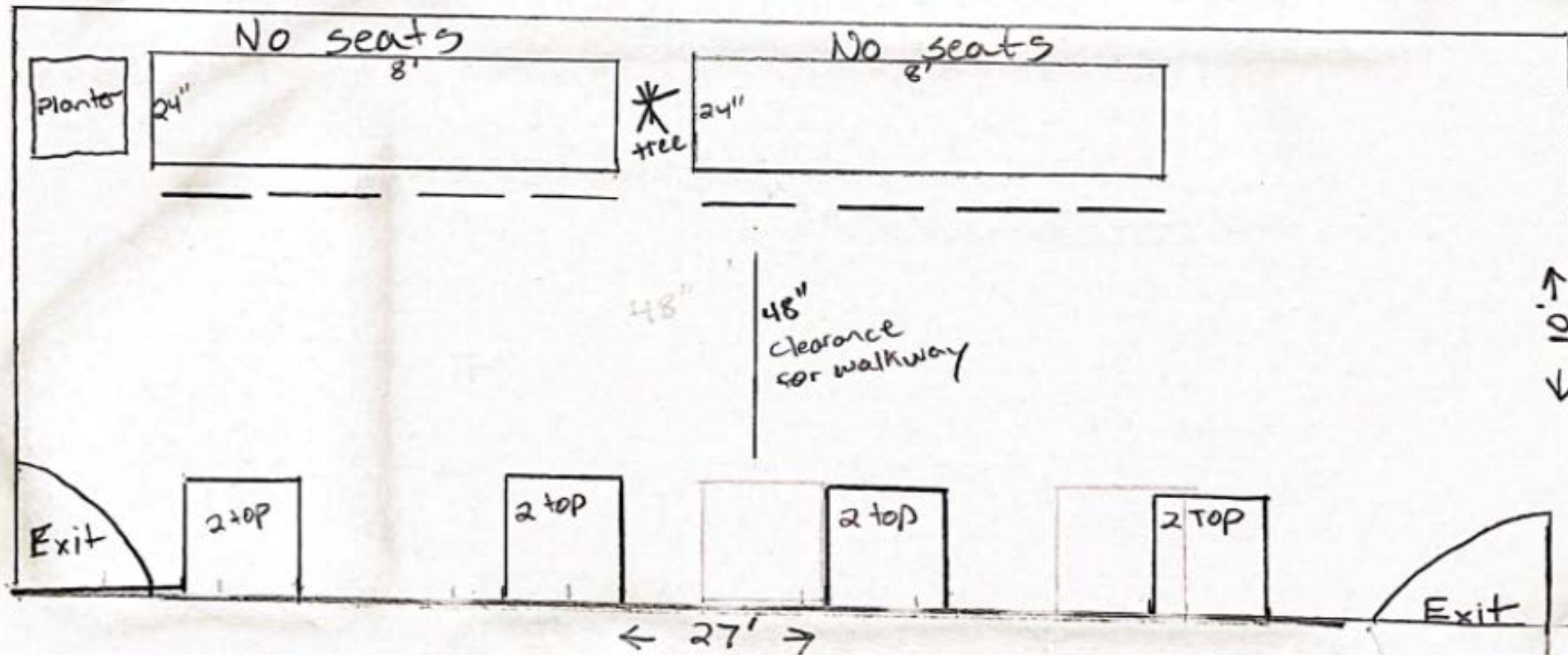
7211 W Greenfield Ave.



CAMINO WEST ALLIS
SIDEWALK PATIO



Greenfield Ave.



CAMINO Building



DSSH-5

Direct Seller / Solicitor / Hawker

Status: Active

Date Created: May 12, 2022

Applicant

Jessica Lockhart
jlockhart01@trugreenmail.com
8949 N 97th St
B114
Milwaukee, WI 53223
4148656975

Application Type

Type of Application
Direct Seller

Applicant Information

Name Prefix Ms	Last Name Lockhart
First Name Jessica	MI F
Date of Birth 04/20/1997	

State Issued WI	Phone Number 4148656975
Email Address truckingatg@gmail.com	Address 8949 N 97th st
City milwaukee	State wi
Zip 53223	

Is the business owner different from the applicant?
Yes

Has the applicant has been arrested or convicted of any crime or ordinance violation related to applicant's direct sellers business within the last five (5) years?
No

A license is required for each person working for the business and operating as a direct seller/solicitor/hawker.

Business Information

Legal Entity Name TruGreen Lawn Care Service	Trade/Business Name (d/b/a) Lawn Care
---	--

If Mailing Address is different from applicant address**Business Mailing Address**

8120 W Bradley Rd

Mailing City

Milwaukee

Mailing State

WI

Mailing Zip Code

53223

If the business owner is different from the applicant, please provide the following information:**Business Name (if a corporation, LLC, or other entity)**

TruGreen Lawn Care Service

Business Owner/Supervisor's First & Last Name

Jermaine Napper

Business Owner's Email Address

JermaineNapper@trugreenmail.com

Business Mailing Address

8120 W Bradley Rd

Business Mailing City

Milwaukee

Business Mailing State

WI

Business Mailing Zip Code

53223

Business Owner's Phone Number

414-477-4322

License Activity Information**List the location where the business will be conducted and the proposed dates and times.**

West Allis, WI. Between May - Dec. 2022

List what type of business you will conduct and a brief description of the goods offered and any service offered.

Lawn Care Service

List the last the three (3) most recent communities where the applicant conducted similar business.

Milwaukee, Wauwatosa, Racine

Will a vehicle be used for the licensed activity?

No

Will you also be selling food?

No

If yes, you will also need a food peddler permit.

Acceptance & Signature**I have attached proof of a state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing devices approved by state authorities.**

N/A

I have attached proof of written permission from the owner or tenant of the property, public or private, upon which the business will be conducted, that the applicant may conduct such business on the premises. Such written permission shall include the name, address and telephone number of the owner or tenant.

N/A

I understand this permit is valid for 60 days after issuance.

Yes

Authorization

I DECLARE UNDER PENALTY OF LAW that all of the above information is true and correct to the best of my knowledge and belief. Incomplete, incorrect, or false information may lead to denial or revocation of this license. Any person who knowingly provides materially false information on an application may be required to forfeit up to \$1,000.

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)

**Digital Signature**

Jessica Lockhart
05/12/2022

Police Department Review**DL**

Valid

Click box if there are not any Local Violations**Locals Notes**

There is no box for DOT Violations so I am putting here: 4/21/21 Operate with DL;


Clerk Administration Information**Review WORCS report for record. Remember to check the box ok to issue, yes/no****Okay to Issue**

No

Clerk Review

Schedule LH Appearance

WORCS Attachment

 Lockhart, Jessica pdf
Uploaded by Jenny Slivka on May 16, 2022 at 3 33 pm

Needs Admin/Clerk Review

Yes

LH / CC Action

Don't do complete step until the time the notice should be sent.

Attachments

Jessica.JPG

Uploaded by Jessica Lockhart on May 12, 2022 at 12 02 pm



WI Seller's Permit.pdf











Uploaded by Jessica Lockhart on May 12, 2022 at 11:51 am

History

Date	Activity
May 12, 2022 at 11:39 am	Jessica Lockhart started a draft of Record DSSH-5
May 12, 2022 at 12:02 pm	Jessica Lockhart submitted Record DSSH-5
May 12, 2022 at 12:02 pm	changed the deadline to May 13, 2022 on payment step Fee Payment on Record DSSH-5
May 12, 2022 at 12:03 pm	completed payment step Fee Payment on Record DSSH-5
May 12, 2022 at 12:03 pm	changed the deadline to May 13, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record DSSH-5
May 12, 2022 at 12:03 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record DSSH-5
May 12, 2022 at 12:03 pm	changed the deadline to May 13, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record DSSH-5
May 12, 2022 at 5:16 pm	Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Rachel Gintner on Record DSSH-5
May 12, 2022 at 5:16 pm	Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Rebecca Grill on Record DSSH-5

Date	Activity
May 16, 2022 at 9:02 am	Rebecca Grill assigned approval step Clerk's Office Application Review For Completion and Accuracy to Jenny Slivka on Record DSSH-5
May 16, 2022 at 10:02 am	Jenny Slivka approved approval step Clerk's Office Application Review For Completion and Accuracy on Record DSSH-5
May 16, 2022 at 10:03 am	changed the deadline to May 18, 2022 on approval step Dispatch on Record DSSH-5
May 16, 2022 at 10:03 am	approval step Dispatch was assigned to Police Amber Alert Group on Record DSSH-5
May 16, 2022 at 10:03 am	changed the deadline to May 18, 2022 on approval step Dispatch on Record DSSH-5
May 16, 2022 at 10:17 am	Police Amber Alert Group approved approval step Dispatch on Record DSSH-5
May 16, 2022 at 10:17 am	approval step Police Background Review was assigned to Lisa Bergmann on Record DSSH-5
May 16, 2022 at 10:17 am	changed the deadline to May 17, 2022 on approval step Police Background Review on Record DSSH-5
May 16, 2022 at 3:08 pm	Lisa Bergmann changed DL from "" to "Valid" on Record DSSH-5
May 16, 2022 at 3:09 pm	Lisa Bergmann changed Click box if there are not any DOT Violations from "" to "false" on Record DSSH-5
May 16, 2022 at 3:16 pm	Lisa Bergmann changed Click box if there are not any Local Violations from "" to "true" on Record DSSH-5
May 16, 2022 at 3:16 pm	Lisa Bergmann changed Locals Notes from "" to "There is no box for DOT Violations so I am putting here: 4/21/21 Operate with DL; " on Record DSSH-5
May 16, 2022 at 3:16 pm	Lisa Bergmann approved approval step Police Background Review on Record DSSH-5
May 16, 2022 at 3:16 pm	approval step Clerk Review after Background Completed was assigned to Gina Gresch on Record DSSH-5
May 16, 2022 at 3:16 pm	changed the deadline to May 17, 2022 on approval step Clerk Review after Background Completed on Record DSSH-5
May 16, 2022 at 3:16 pm	inspection step BINS Inspection was assigned to Janis Griffiths on Record DSSH-5
May 16, 2022 at 3:16 pm	changed the deadline to May 21, 2022 on inspection step BINS Inspection on Record DSSH-5
May 16, 2022 at 3:31 pm	Jenny Slivka changed Okay to Issue from "" to "No" on Record DSSH-5
May 16, 2022 at 3:31 pm	Jenny Slivka changed Needs Admin/Clerk Review from "" to "Yes" on Record DSSH-5
May 16, 2022 at 3:33 pm	Jenny Slivka changed WORCS Attachment from "" to "4684" on Record DSSH-5
May 16, 2022 at 3:33 pm	Jenny Slivka assigned approval step Clerk Review after Background Completed to Jenny Slivka on Record DSSH-5
May 16, 2022 at 3:33 pm	Jenny Slivka approved approval step Clerk Review after Background Completed on Record DSSH-5
May 17, 2022 at 3:26 pm	Janis Griffiths altered inspection step BINS Inspection, changed status from Active to Complete on Record DSSH-5
May 17, 2022 at 3:26 pm	approval step Admin/Clerk Review Records/Violations was assigned to Gina Gresch on Record DSSH-5
May 18, 2022 at 3:58 pm	Jenny Slivka assigned approval step Admin/Clerk Review Records/Violations to Rebecca Grill on Record DSSH-5
May 19, 2022 at 11:29 am	Rebecca Grill changed Clerk Review from "" to "Schedule LH Appearance" on Record DSSH-5
May 19, 2022 at 11:29 am	Rebecca Grill approved approval step Admin/Clerk Review Records/Violations on Record DSSH-5
May 19, 2022 at 11:29 am	approval step Hearing Information was assigned to Gina Gresch on Record DSSH-5

Timeline

Label	Status	Activated	Completed	Assignee
 Fee Payment	Paid	May 12, 2022 at 12:02 pm	May 12, 2022 at 12:03 pm	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	May 12, 2022 at 12:03 pm	May 16, 2022 at 10:02 am	Jenny Slivka
 Dispatch	Complete	May 16, 2022 at 10:03 am	May 16, 2022 at 10:17 am	Police Amber Alert Group
 Police Background Review	Complete	May 16, 2022 at 10:17 am	May 16, 2022 at 3:16 pm	Lisa Bergmann
 Clerk Review after Background Completed	Complete	May 16, 2022 at 3:16 pm	May 16, 2022 at 3:33 pm	Jenny Slivka
 BINS Inspection	Complete	May 16, 2022 at 3:16 pm	May 17, 2022 at 3:26 pm	Janis Griffiths
 Admin/Clerk Review Records/Violations	Complete	May 17, 2022 at 3:26 pm	May 19, 2022 at 11:29 am	Rebecca Grill
 Hearing Information	Active	May 19, 2022 at 11:29 am	-	Gina Gresch
 Hearing Notice	Inactive	-	-	-
 Enter L&H and Common Council Decision	Inactive	-	-	-



City Clerk
clerk@westalliswi.gov

June 3, 2022

Jessica Lockhart
8949 N 97th St B114
Milwaukee, WI 53223

RE: Transient Merchant (Direct Seller / Solicitor / Hawker) Application Review

Dear Jessica:

Your application for a(n) Transient Merchant (Direct Seller / Solicitor / Hawker) is scheduled for a televised hearing before the License and Health Committee on: **June 7, 2022 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.



06/02/2022

XFER-1

Alcohol Beverage Retail License Transfer Premise to Premise

Status: Active**Date Created:** May 27, 2022**Applicant**

Pabitra Haldar
 pabitradda@gmail.com
 1568 S81st St
 West Allis, WI 53214
 4143241693

Location

1715 S 76 ST
 West Allis, WI 53214

Owner:

KAH II LLC
 2701 W Lawrence Ave Ste A Springfield, IL 62704

Applicant Information**The undersigned hereby applies for a transfer of a license for the following type:**

Class A Beer & Liquor

From (Present Location)

1568 S. 81st Street

To (Proposed Location)

1717 S 76th Street

On Or About

06/29/2022

Applicant's Full Name

Pabitra Halder

Applicant's Mailing Address

1568 S. 81st Street

Applicant's Mailing City

West Allis

Applicant's Mailing State

WI

Applicant's Mailing Zip Code

53214

Applicant's Phone Number

4143241693

Applicant's Email Address

pabitradda@gmail.com

Location & Description of Premises to Which Application for Transfer is Made**DBA/Trade/Business Name**

State Fair Liquor & Food Mart

Current License # (ALC-22-X)

ALC-22-144

Full Street Address (Include City State Zip)

1717 S. 76th Street, West Allis, WI 53214

**Please list where the alcohol will be stored,
 sold/consumed and where the receipts are kept.**

**Describe the building or buildings where alcohol
 beverages are to be sold and stored. You must include all
 rooms including living quarters, if used, for the sales,
 services, consumption, storage of alcohol beverages and
 records.**

**(Alcoholic beverages may be sold and stored only on the
 premises described.)**

Premise Description

2,196 Square Foot Building. Products will be in cooler and on shelves.

Is any other business conducted on the same premises?

Yes

If yes, please list those business's names

Dollar General & Marcus Pizza


Was this location licensed for the sale of liquor or beer during the past license year?

No

Floor Plan - Must be submitted with the application.

The detailed floor plan must include: 1) detailed description outlining the areas of the building where public entertainment will be provided (stages, rooms, etc. must be labelled.) 2) Square feet and dimensions of the premises to be licensed. 3) Location of all entrances and exits, seating areas, bars, waiting license, security search areas, stages, rooms, food preparation areas, etc.) 4) North Point 5) Date 6) Address and Name of Applicant

Upload Floor Plan

 FP - State Fair Liquor & Food Mart Transfer.pdf
Uploaded by Gina Gresch on May 27, 2022 at 9:46 am

Acceptance & Signature

READ CAREFULLY BEFORE SIGNING:

Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Digital Signature (Individual, Partner, Member, Officer or Agent)

Pabitra Halder
05/27/2022

Failure to submit the required fee will result in your application not being processed. You will receive an email with the link to pay the fee after you submit this application.

Attachments








No attachments

History

Date	Activity
May 27, 2022 at 9:41 am	Gina Gresch started a draft of Record XFER-1
May 27, 2022 at 9:47 am	Gina Gresch added On Or About to Record XFER-1
May 27, 2022 at 9:48 am	Gina Gresch submitted Record XFER-1
May 27, 2022 at 9:48 am	completed payment step Fee Payment on Record XFER-1
May 27, 2022 at 9:48 am	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record XFER-1
May 27, 2022 at 9:48 am	changed the deadline to May 28, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record XFER-1
May 27, 2022 at 9:48 am	inspection step Health Inspection was assigned to Kevin Smith on Record XFER-1
May 27, 2022 at 9:48 am	approval step Zoning Review was assigned to Planning & Zoning on Record XFER-1
May 27, 2022 at 9:48 am	changed the deadline to May 27, 2022 on approval step Initial Notification for Departments of Completed Application Received on Record XFER-1
May 27, 2022 at 9:48 am	approval step Occupancy Permit/Code Enforcement Review was assigned to Sally Bukowski on Record XFER-1
May 27, 2022 at 9:49 am	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record XFER-1

Date	Activity
May 27, 2022 at 10:09 am	Planning & Zoning approved approval step Zoning Review on Record XFER-1
May 27, 2022 at 11:31 am	Kevin Smith assigned inspection step Health Inspection to Lindy Wiedmeyer on Record XFER-1
May 27, 2022 at 5:07 pm	OpenGov PLC approved approval step Initial Notification for Departments of Completed Application Received on Record XFER-1
Jun 2, 2022 at 7:20 pm	Gina Gresch changed To (Proposed Location) from "1715 S. 76th Street" to "1717 S 76th Street" on Record XFER-1
Jun 2, 2022 at 7:20 pm	Gina Gresch changed Full Street Address (Include City State Zip) from "1715 S. 76th Street, West Allis, WI 53214" to "1717 S. 76th Street, West Allis, WI 53214" on Record XFER-1

Timeline

Label	Status	Activated	Completed	Assignee
 Fee Payment	Paid	May 27, 2022 at 9:48 am	May 27, 2022 at 9:48 am	-
 Clerk's Office Application Review For Completion and Accuracy	Complete	May 27, 2022 at 9:48 am	May 27, 2022 at 9:49 am	Gina Gresch
 Zoning Review	Complete	May 27, 2022 at 9:48 am	May 27, 2022 at 10:09 am	Planning & Zoning
 Initial Notification for Departments of Completed Application Received	Complete	May 27, 2022 at 9:48 am	May 27, 2022 at 5:07 pm	-
 Health Inspection	Active	May 27, 2022 at 9:48 am	-	Lindy Wiedmeyer
 Occupancy Permit/Code Enforcement Review	Active	May 27, 2022 at 9:48 am	-	Sally Bukowski
 Regular Hearing Notice	Inactive	-	-	-

**BART-171**

Operator's License (Bartender)

Status: Active**Date Created:** May 16, 2022**Applicant**

Loretta Parys
loriiparys@gmail.com
1468 S 74th street
West Allis, WI 53214
6147490692

Operator's License (Bartender)**Check here if applying in person.**☐**Regular or Temporary?**

Regular

New or Renewal?

New

Applicant Information**Name Prefix**

--

First Name

Loretta

MI

L

Last Name

Parys

Name Suffix

--

Date of Birth

[REDACTED]

Applicant's Driver License or State ID Number

[REDACTED]

State Issued

WI

The City Clerk may issue a temporary operator's license only to persons employed by or donating their services to nonprofit corporations. A person is limited to only one such license in a year. The license is valid for any period from one to fourteen (14) days, and the period must be indicated on the license.

Other Names Used by Applicant

--

Phone Number

6147490692

Email Address

Loriiparys@gmail.com

Mailing Street Address (if different from applicant address)

--

Mailing Address City

--

Mailing State

--

Mailing Zip

--

Anyone applying for an operator's license must complete the Responsible Beverage Server Training course or show proof that they have been a licensed operator in the last two years in another Wisconsin municipality.

Please Answer the following

Have you completed an approved Responsible Beverage Server Training Course within the past two (2) years?

Yes

Date Responsible Beverage Server Course Completed

05/04/2022

Based on your responses to the previous two questions, you are ineligible for an Operator's License. Your application cannot be processed without the required responsible beverage server course training. Once you have completed the training, please resume your application.

Name of employer/business/organization you will be working for?

Rockstar Saloon

I certify that I am over the age of eighteen (18) and that the completed statements are true and correct.

Yes

You are not eligible for an operator's license.

Provisional License

Do you wish to purchase a provisional license for an additional \$15.00?

Yes

Authorization

By signature below, the undersigned understands and agrees to the following: I DO HEREBY make application for an operator's license, to dispense alcoholic beverages on premises requiring a retail Class A, Class B, or Class C license, all subject to provisions of and limitations imposed by Wis. Stats. Ch. 125 and West Allis Municipal Code - Ch. 9. I DECLARE UNDER PENALTY OF LAW that all of the above information is true and correct to the best of my knowledge and belief. Incomplete, incorrect, or false information may lead to denial or revocation of this license. Any person who knowingly provides materially false information on an application may be required to forfeit up to \$1,000.

Signature

Loretta L Parys
05/16/2022

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)



Do you wish to purchase a license card for an additional \$10.00? This is not required to bartend.



Police Department Review

DL

Suspended

Click box if there are not any DOT Violations



DOT Notes

[REDACTED]

Click box if there are not any Local Violations



Locals Notes

[REDACTED]

Clerk Administration Information

Review WORCS report for record. Remember to check the box ok to issue, yes/no

Click here if there are not any WORCS records.

☐


WORCS Notes

--

Okay to Issue?

No

WORCS Attachment

 Parys, Loretta.pdf

Uploaded by Jenny Slivka on May 27, 2022 at 10:36 am

Clerk Review - Issue or Schedule LH Hearing

Schedule LH Appearance

Needs Admin/Clerk Review?

Yes

LH / CC Action

Don't do complete step until the time the notice should be sent.

License and Health Date

06/07/2022

License and Health Time

7:00 pm

Meeting Room

Room 128

License and Health Recommendation

--

Common Council Date

--

Common Council Tentative Decision

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

Attachments



Uploaded by Loretta Parys on May 16, 2022 at 1:46 pm



DA4C30AB-B39C-4D03-87EB-B373A6CA6BC7.png

Uploaded by Loretta Parys on May 16, 2022 at 1:46 pm



image.jpg


Uploaded by Loretta Parys on May 16, 2022 at 1:48 pm

History

Date	Activity
May 16, 2022 at 1:37 pm	Loretta Parys started a draft of Record BART-171
May 16, 2022 at 1:48 pm	Loretta Parys added attachment Back of Drivers License to Record BART-171
May 16, 2022 at 1:49 pm	Loretta Parys submitted Record BART-171
May 16, 2022 at 1:49 pm	changed the deadline to May 19, 2022 on payment step Fee Payment on Record BART-171
May 26, 2022 at 11:25 am	Jenny Slivka assigned approval step Clerk's Office Application Review to Jenny Slivka on Record BART-171
May 26, 2022 at 11:25 am	Jenny Slivka altered approval step Clerk's Office Application Review, changed status from Inactive to Complete on Record BART-171
May 27, 2022 at 4:32 am	completed payment step Fee Payment on Record BART-171

Date	Activity
May 27, 2022 at 4:32 am	approval step Dispatch was assigned to Police Amber Alert Group on Record BART-171
May 27, 2022 at 4:32 am	changed the deadline to May 30, 2022 on approval step Dispatch on Record BART-171
May 27, 2022 at 4:45 am	Police Amber Alert Group approved approval step Dispatch on Record BART-171
May 27, 2022 at 4:45 am	approval step Police Background Review was assigned to Lisa Bergmann on Record BART-171
May 27, 2022 at 4:45 am	changed the deadline to May 30, 2022 on approval step Police Background Review on Record BART-171
May 27, 2022 at 10:22 am	Lisa Bergmann changed DL from "" to "Suspended" on Record BART-171
May 27, 2022 at 10:23 am	Lisa Bergmann changed DOT Notes from "" to "8/23/2021 Suspended 5 year Damage Judgment" on Record BART-171
May 27, 2022 at 10:26 am	Lisa Bergmann changed Locals Notes from "" to "06/29/2018 Obstructing Police - DTC referral" on Record BART-171
May 27, 2022 at 10:27 am	Lisa Bergmann approved approval step Police Background Review on Record BART-171
May 27, 2022 at 10:27 am	approval step Clerk Review was assigned to Gina Gresch on Record BART-171
May 27, 2022 at 10:27 am	changed the deadline to May 28, 2022 on approval step Clerk Review on Record BART-171
May 27, 2022 at 10:36 am	Jenny Slivka changed WORCS Attachment from "" to "5113" on Record BART-171
May 27, 2022 at 10:36 am	Jenny Slivka changed Okay to Issue? from "" to "No" on Record BART-171
May 27, 2022 at 10:36 am	Jenny Slivka changed Needs Admin/Clerk Review? from "" to "Yes" on Record BART-171
May 27, 2022 at 10:36 am	Jenny Slivka assigned approval step Clerk Review to Jenny Slivka on Record BART-171
May 27, 2022 at 10:37 am	Jenny Slivka approved approval step Clerk Review on Record BART-171
May 27, 2022 at 10:37 am	changed the deadline to May 30, 2022 on approval step Admin/Clerk Review Records/Violations on Record BART-171
May 27, 2022 at 10:37 am	approval step Admin/Clerk Review Records/Violations was assigned to Rebecca Grill on Record BART-171
May 27, 2022 at 10:37 am	changed the deadline to May 30, 2022 on approval step Admin/Clerk Review Records/Violations on Record BART-171
May 27, 2022 at 12:01 pm	Rebecca Grill changed Clerk Review - Issue or Schedule LH Hearing from "" to "Schedule LH Appearance" on Record BART-171
May 27, 2022 at 12:01 pm	Rebecca Grill approved approval step Admin/Clerk Review Records/Violations on Record BART-171
May 27, 2022 at 12:01 pm	changed the deadline to May 30, 2022 on approval step Hearing Information on Record BART-171
May 27, 2022 at 12:01 pm	approval step Hearing Information was assigned to Gina Gresch on Record BART-171
May 27, 2022 at 12:01 pm	changed the deadline to May 30, 2022 on approval step Hearing Information on Record BART-171
May 27, 2022 at 1:33 pm	Gina Gresch assigned approval step Hearing Information to Jenny Slivka on Record BART-171
Jun 2, 2022 at 1:35 pm	Jenny Slivka changed Meeting Room from "" to "Room 128" on Record BART-171
Jun 2, 2022 at 1:35 pm	Jenny Slivka changed License and Health Date from "" to "06/07/2022" on Record BART-171
Jun 2, 2022 at 1:35 pm	Jenny Slivka changed License and Health Time from "" to "7:00 pm" on Record BART-171
Jun 2, 2022 at 1:36 pm	Jenny Slivka approved approval step Hearing Information on Record BART-171
Jun 2, 2022 at 1:36 pm	approval step City Attorney Summarize Record was assigned to Nick Cerwin on Record BART-171
Jun 2, 2022 at 1:36 pm	changed the deadline to Jun 07, 2022 on approval step City Attorney Summarize Record on Record BART-171

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Clerk's Office Application Review	Complete	-	May 26, 2022 at 11:25 am	Jenny Slivka	-
 Fee Payment	Paid	May 16, 2022 at 1:49 pm	May 27, 2022 at 4:32 am	-	05/19/2022
 Provisional License Issuance	Issued	May 27, 2022 at 4:32 am	May 27, 2022 at 4:32 am	-	-
 Dispatch	Complete	May 27, 2022 at 4:32 am	May 27, 2022 at 4:45 am	Police Amber Alert Group	05/29/2022
 Police Background Review	Complete	May 27, 2022 at 4:45 am	May 27, 2022 at 10:27 am	Lisa Bergmann	05/30/2022
 Clerk Review	Complete	May 27, 2022 at 10:27 am	May 27, 2022 at 10:37 am	Jenny Slivka	05/28/2022
 Admin/Clerk Review Records/Violations	Complete	May 27, 2022 at 10:37 am	May 27, 2022 at 12:01 pm	Rebecca Grill	05/29/2022
 Hearing Information	Complete	May 27, 2022 at 12:01 pm	Jun 2, 2022 at 1:36 pm	Jenny Slivka	05/29/2022
 Hearing Notice	Issued	Jun 2, 2022 at 1:36 pm	Jun 2, 2022 at 1:36 pm	-	-
 City Attorney Summarize Record	Active	Jun 2, 2022 at 1:36 pm	-	Nick Cerwin	06/06/2022
 Enter L&H and Common Council Decision	Inactive	-	-	-	-



City Clerk
clerk@westalliswi.gov

June 2, 2022

Loretta Parys
1468 S 74th street
West Allis, WI 53214

RE: Operator's License Application Review

Dear Loretta;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **June 7, 2022 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. 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. 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.

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.

**BART-172**

Operator's License (Bartender)

Status: Active**Date Created:** May 16, 2022**Applicant**

Joel Briones
eresmia66@yahoo.com
10526 w cortez circle
Franklin, WI 53132
4144582343

Operator's License (Bartender)**Check here if applying in person.**☐**Regular or Temporary?**

Regular

New or Renewal?

New

Applicant Information**Name Prefix**

Mr

First Name

Joel

MI

R

Last Name

Briones

Name Suffix

Other

If other suffix, fill in here.

--

Date of Birth

[REDACTED]

Applicant's Driver License or State ID Number

[REDACTED]

State Issued

WI

The City Clerk may issue a temporary operator's license only to persons employed by or donating their services to nonprofit corporations. A person is limited to only one such license in a year. The license is valid for any period from one to fourteen (14) days, and the period must be indicated on the license.

Other Names Used by Applicant

--

Phone Number

4144582343

Email Address

eresmia66@yahoo.com

Mailing Street Address (if different from applicant address)

--

Mailing Address City

--

Mailing State

--

Mailing Zip

--

Anyone applying for an operator's license must complete the Responsible Beverage Server Training course or show proof that they

have been a licensed operator in the last two years in another Wisconsin municipality.

Please Answer the Following

Have you completed an approved Responsible Beverage Server Training Course within the past two (2) years?

Yes

Date Responsible Beverage Server Course Completed

05/13/2022

Based on your responses to the previous two questions, you are ineligible for an Operator's License. Your application cannot be processed without the required responsible beverage server course training. Once you have completed the training, please resume your application.

Name of employer/business/organization you will be working for?

Heartbreaker's gentleman's club

I certify that I am over the age of eighteen (18) and that the completed statements are true and correct.

Yes

You are not eligible for an operator's license.

Provisional License

Do you wish to purchase a provisional license for an additional \$15.00?

No

Authorization

By signature below, the undersigned understands and agrees to the following: I DO HEREBY make application for an operator's license, to dispense alcoholic beverages on premises requiring a retail Class A, Class B, or Class C license, all subject to provisions of and limitations imposed by Wis. Stats. Ch. 125 and West Allis Municipal Code - Ch. 9. I DECLARE UNDER PENALTY OF LAW that all of the above information is true and correct to the best of my knowledge and belief. Incomplete, incorrect, or false information may lead to denial or revocation of this license. Any person who knowingly provides materially false information on an application may be required to forfeit up to \$1,000.

Signature

Joel Rosario Briones
05/16/2022

I understand that I must submit a fee payment in order for my application to be processed. (You will receive an email with a link to pay, once you have submitted your application.)

☒

Do you wish to purchase a license card for an additional \$10.00? This is not required to bartend.

☐

Police Department Review

DL

Valid

Click box if there are not any DOT Violations

☐

DOT Notes

[REDACTED]

Click box if there are not any Local violations



Locals Notes

--

Clerk Administration Information

Review WORCS report for record. Remember to check the box ok to issue, yes/no

WORCS Attachment

 Briones, Joel.pdf

Uploaded by Jenny Slivka on May 19, 2022 at 3:28 pm

Click here if there are not any WORCS records.



WORCS Notes

--

Okay to Issue?

No

Needs Admin/Clerk Review?

Yes

Clerk Review - Issue or Schedule LH Hearing

Schedule LH Appearance

LH / CC Action

Don't do complete step until the time the notice should be sent.

License and Health Date

06/07/2022

License and Health Time

7:00 pm

Meeting Room

Room 128

License and Health Recommendation

--

Common Council Date

--

Common Council Tentative Decision

--

Common Council Final Decision (do not complete until after the council makes a decision as the license will be issued or denial letter sent right away after you enter the information)

--

Attachments




16527462673116426158762889610761.jpg

Uploaded by Joel Briones on May 16, 2022 at 7:11 pm



Screenshot_20220516-190703.jpg

Uploaded by Joel Briones on May 16, 2022 at 7:11 pm

 Wisconsin_Alcohol_Server_Seller_Certificate (1).pdf








Uploaded by Joel Briones on May 16, 2022 at 7:12 pm




History

Date	Activity
May 16, 2022 at 7:00 pm	Joel Briones started a draft of Record BART-172
May 16, 2022 at 7:12 pm	Joel Briones added attachment Wisconsin_Alcohol_Server_Seller_Certificate (1).pdf to Record BART-172
May 16, 2022 at 7:12 pm	Joel Briones submitted Record BART-172
May 16, 2022 at 7:12 pm	changed the deadline to May 20, 2022 on payment step Fee Payment on Record BART-172

Date	Activity
May 16, 2022 at 7:13 pm	completed payment step Fee Payment on Record BART-172
May 16, 2022 at 7:13 pm	changed the deadline to May 20, 2022 on approval step Clerk's Office Application Review on Record BART-172
May 16, 2022 at 7:13 pm	approval step Clerk's Office Application Review was assigned to Gina Gresch on Record BART-172
May 16, 2022 at 7:13 pm	changed the deadline to May 20, 2022 on approval step Clerk's Office Application Review on Record BART-172
May 17, 2022 at 1:02 pm	Jenny Slivka assigned approval step Clerk's Office Application Review to Jenny Slivka on Record BART-172
May 17, 2022 at 1:02 pm	Jenny Slivka approved approval step Clerk's Office Application Review on Record BART-172
May 17, 2022 at 1:02 pm	changed the deadline to May 20, 2022 on approval step Dispatch on Record BART-172
May 17, 2022 at 1:02 pm	approval step Dispatch was assigned to Police Amber Alert Group on Record BART-172
May 17, 2022 at 1:02 pm	changed the deadline to May 20, 2022 on approval step Dispatch on Record BART-172
May 17, 2022 at 1:05 pm	Police Amber Alert Group approved approval step Dispatch on Record BART-172
May 17, 2022 at 1:05 pm	approval step Police Background Review was assigned to Lisa Bergmann on Record BART-172
May 17, 2022 at 1:05 pm	changed the deadline to May 20, 2022 on approval step Police Background Review on Record BART-172
May 19, 2022 at 2:50 pm	Lisa Bergmann changed DL from "" to "Valid" on Record BART-172
May 19, 2022 at 2:53 pm	Lisa Bergmann changed DOT Notes from "" to "12/20/2017 Speeding intermediate; 5/15/2019 Compulsory Insurance - No proof; 5/13/2019 Speeding i" on Record BART-172
May 19, 2022 at 2:55 pm	Lisa Bergmann changed Click box if there are not any Local Violations from "" to "true" on Record BART-172
May 19, 2022 at 2:55 pm	Lisa Bergmann approved approval step Police Background Review on Record BART-172
May 19, 2022 at 2:55 pm	approval step Clerk Review was assigned to Gina Gresch on Record BART-172
May 19, 2022 at 2:55 pm	changed the deadline to May 20, 2022 on approval step Clerk Review on Record BART-172
May 19, 2022 at 3:28 pm	Jenny Slivka changed WORCS Attachment from "" to "4805" on Record BART-172
May 19, 2022 at 3:29 pm	Jenny Slivka changed Okay to Issue? from "" to "No" on Record BART-172
May 19, 2022 at 3:29 pm	Jenny Slivka changed Needs Admin/Clerk Review? from "" to "Yes" on Record BART-172
May 19, 2022 at 3:29 pm	Jenny Slivka assigned approval step Clerk Review to Jenny Slivka on Record BART-172
May 19, 2022 at 3:29 pm	Jenny Slivka approved approval step Clerk Review on Record BART-172
May 19, 2022 at 3:29 pm	changed the deadline to May 22, 2022 on approval step Admin/Clerk Review Records/Violations on Record BART-172
May 19, 2022 at 3:29 pm	approval step Admin/Clerk Review Records/Violations was assigned to Rebecca Grill on Record BART-172
May 19, 2022 at 3:29 pm	changed the deadline to May 22, 2022 on approval step Admin/Clerk Review Records/Violations on Record BART-172
May 19, 2022 at 6:25 pm	Rebecca Grill changed Clerk Review - Issue or Schedule LH Hearing from "" to "Schedule LH Appearance" on Record BART-172
May 19, 2022 at 6:26 pm	Rebecca Grill approved approval step Admin/Clerk Review Records/Violations on Record BART-172
May 19, 2022 at 6:26 pm	changed the deadline to May 22, 2022 on approval step Hearing Information on Record BART-172
May 19, 2022 at 6:26 pm	approval step Hearing Information was assigned to Gina Gresch on Record BART-172
May 19, 2022 at 6:26 pm	changed the deadline to May 22, 2022 on approval step Hearing Information on Record BART-172
May 20, 2022 at 1:05 pm	Jenny Slivka assigned approval step Hearing Information to Jenny Slivka on Record BART-172
May 20, 2022 at 1:05 pm	Jenny Slivka changed License and Health Time from "" to "7:00 pm" on Record BART-172
May 20, 2022 at 1:05 pm	Jenny Slivka changed Meeting Room from "" to "Room 128" on Record BART-172
Jun 2, 2022 at 1:38 pm	Jenny Slivka changed License and Health Date from "" to "06/07/2022" on Record BART-172
Jun 2, 2022 at 1:38 pm	Jenny Slivka approved approval step Hearing Information on Record BART-172
Jun 2, 2022 at 1:38 pm	approval step City Attorney Summarize Record was assigned to Nick Cerwin on Record BART-172
Jun 2, 2022 at 1:38 pm	changed the deadline to Jun 07, 2022 on approval step City Attorney Summarize Record on Record BART-172

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Fee Payment	Paid	May 16, 2022 at 7:12 pm	May 16, 2022 at 7:13 pm	-	05/19/2022
 Clerk's Office Application Review	Complete	May 16, 2022 at 7:13 pm	May 17, 2022 at 1:02 pm	Jenny Slivka	05/19/2022
 Dispatch	Complete	May 17, 2022 at 1:02 pm	May 17, 2022 at 1:05 pm	Police Amber Alert Group	05/19/2022
 Police Background Review	Complete	May 17, 2022 at 1:05 pm	May 19, 2022 at 2:55 pm	Lisa Bergmann	05/20/2022
 Clerk Review	Complete	May 19, 2022 at 2:55 pm	May 19, 2022 at 3:29 pm	Jenny Slivka	05/20/2022
 Admin/Clerk Review Records/Violations	Complete	May 19, 2022 at 3:29 pm	May 19, 2022 at 6:26 pm	Rebecca Grill	05/21/2022
 Hearing Information	Complete	May 19, 2022 at 6:26 pm	Jun 2, 2022 at 1:38 pm	Jenny Slivka	05/21/2022

Label		Status	Activated	Completed	Assignee	Due Date
	Hearing Notice	Issued	Jun 2, 2022 at 1:38 pm	Jun 2, 2022 at 1:38 pm	-	-
	City Attorney Summarize Record	Active	Jun 2, 2022 at 1:38 pm	-	Nick Cerwin	06/06/2022
	Enter L&H and Common Council Decision	Inactive	-	-	-	-



City Clerk
clerk@westalliswi.gov

June 2, 2022

Joel Briones

10526 w cortez circle
Franklin, WI 53132

RE: Operator's License Application Review

Dear Joel;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **June 7, 2022 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. 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. 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.

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

June 13, 2022

Joel Briones

10526 w cortez circle
Franklin, WI 53132

RE: Operator's License Application Review

Dear Joel;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: **June 20, 2022 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. 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 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.



Public Health
Prevent. Promote. Protect.

MEMORANDUM

TO: City of West Allis License & Health Committee

FROM: Bob Leischow, MPH
Health Commissioner

DATE: June 2, 2022

SUBJECT: Communication regarding Nuisance Abatement Program – Action Plan Progress

PLAN FOCUS: GARBAGE CART STANDARDIZATION

(Strategic Plan item: 1.4.4)

Summary: Require all residential properties to have a city issued garbage cart. If they do not currently have one, they can purchase a cart at 50% off the total cost.

Progress to date:

Since 1/1/22 1,687 garbage carts have been sold, which includes carts purchased by people who were not mandated to purchase one.

To date, of those residences identified as not having a garbage cart, 737 of those mandated residences have purchased a cart and 280 residences, that were identified of not having a cart, still need to purchase a cart.

The Department of Public Works will begin enforcing the new garbage cart ordinance, effective June 1st, and will address placing new carts at those residential properties not having a city provided cart as staffing allows on their property tax bill.

PLAN FOCUS: CODE ENFORCEMENT EFFORTS – CONSOLIDATED/REORGANIZATION

(Strategic Plan item: 1.4.5)

Summary: Improve quality of life through code enforcement. The City has multiple departments engaged in various aspects of code enforcement and nuisance abatement. Restructuring of how code enforcement is accomplished through increased collaboration, streamlining and efficiencies. All code enforcement processes and complaints completed through OpenGov.

Progress to date:

On May 17th, staff from health, code enforcement, DPW and Fire attended a citation training led by Police to overview the citation and violation software the city uses. The enforcement sub-committee will work to determine the parameters for when citations will be issued.

We are revamping the Rodent Nuisance record in OpenGov to incorporate an autofill table and standard letters for corrective actions. Currently working with OpenGov to complete.

BINS changed to the Code Enforcement department and a Code Enforcement Officer position was created.

PLAN FOCUS: RESIDENT ENGAGEMENT AND PARTNERSHIP

(Strategic Plan item: 1.4.6)

Summary: Engage with neighborhood residents to increase awareness of causes for a rise in the presence of nuisance animals and organize neighborhood clean-ups to eliminate locations for nuisance animals to inhabit and eliminate access to food sources.

Progress to date:

The communications sub-committee has developed a Communications Plan Checklist for the rodent control program. The plan identifies the information to be communicated, the target audience, the methods being used, and the person responsible.

The first phase of the communication plan is a social media campaign relating to the history of the rodent problem in West Allis, why rodents are bad, rodent abatement actions taken by the city, reasons for rodent issues, what community members can do to help, and rodent myth busters. This is phase one of the communication plan and these posts will be shared on the West Allis Health Department and City of West Allis, WI Government Facebook pages over the next few months. The intent of these posts is to increase awareness of the causes of rodents as well as be upfront with residents on what the City of West Allis is doing to correct the problem.

Two neighborhood walk throughs will be conducted in the 3 hot spot areas identified in the nuisance abatement program. Direct mailings will be sent to residents in those areas so they can join the environmentalists, city department heads, alderpersons, and the mayor on the walk-throughs. During these educational walk-throughs environmentalists will identify food and harborage sources for rodents and informational rodent door hangers will be placed on resident's doors.

June 14th, 2022: 9:00 a.m. - 12:00 p.m.

- Location: 96th street between W Manitoba Street and W Montana Ave
 - Meet at corner of [S 96th St & W Manitoba St](#)

June 23rd, 2022: 9:00 a.m. - 12:00 p.m.

- Location 1: Orchard Street between S 61st Street and S 63rd Street
 - Meet at corner of [W Orchard St & S 60th St](#)
- Location 2: 61st street between W National Ave and W Madison Street
 - Meet at corner of [S 61st St & W National Ave](#)

PLAN FOCUS: NUISANCE ANIMAL ABATEMENT/MITIGATION PLAN + METRICS

(Strategic Plan item; 1.4.2/1.4.7)

Summary: In conjunction with the previous three initiatives and the previous and current programs focused on nuisance animal abatement, implement a plan to mitigate the issue. Provide increased funding for nuisance animal abatement and control, explore options to disrupt the reproductive cycle and possible involvement of a pest control company, and advanced trapping tools.

Progress to date:

Through CDBG funds we have contracted with Orkin to implement Integrated Pest Management. The contract is finalized for public right of way abatement, and can be used on confirmed issues, or proactively to address concerns that contribute to rodent nuisances.

The GIS rodent hotspot map was updated to include 2022 data. This map will be updated on a quarterly basis so we can continue to evaluate where rodent concerns are in our community. Additionally, we will soon have mapped data from our OpenGov follow up records. The record will track the time to nuisance follow up, the type of issues, and the resolution of complaints.

PLAN FOCUS: ORDINANCE CHANGES

(Strategic Plan: 1.4.8)

Summary: Work with the Common Council to adopt summary abatement laws to allow for immediate removal of items that cause nuisance animal harborages.

Progress to date:



This group has made progress in two primary focus areas related to ordinances. First, there is a focus on using the current ordinance scheme and empowering different departments to understand and better utilize the current code to meet the City's objectives. This includes updated trainings and comprehension of the citation process and when citations may be appropriate in relation to other potential enforcement mechanisms.

The second focus is to create an updated rat or rodent abatement code with the intent of clarifying and creating additional abatement options for departments to use. There is currently a draft ordinance created by the City Attorney that is being reviewed and amended within the City Attorney's Office. This updated draft ordinance should be available to this group and the Common Council within the next two weeks.

**CITY OF WEST ALLIS
RESOLUTION R-2022-0389**

**RESOLUTION IN SUPPORT OF UNIVERSAL BACKGROUND CHECKS FOR
FIREARM ACQUISITION AND PROHIBITING THE SALE OF AR-15-STYLE
RIFLES**

WHEREAS, 80% to 90% of Americans support the creation of a law that requires a person to pass a background check before acquiring a firearm, including sales that occur between private parties and at gun shows; and

WHEREAS, universal background checks for firearm acquisition would make it less likely that a person who cannot legally possess a gun would be able to acquire one; and

WHEREAS, semi-automatic AR-15-style rifles are not necessary for hunting, are unnecessary for self-defense, and are designed to accurately fire a high volume of rounds a long distance in a short period of time; and

WHEREAS, due to the characteristics of semi-automatic AR-15-style rifles, they are too easily used to carry out mass shootings; and

WHEREAS, AR-15-style rifles became legal to purchase in 2004 and have been used to carry out at least the following mass shootings:

- May 24, 2022: Uvalde, TX – Robb Elementary School – 21 killed
- Feb. 14, 2018: Parkland, FL – Stoneman Douglas High School - 17 killed
- Oct. 1, 2017: Las Vegas, NV – Route 91 Harvest Music Festival - 58 killed
- Nov. 5, 2017: Sutherland Springs, TX – First Baptist Church – 26 killed
- June 12, 2016: Orlando, FL – Pulse Nightclub – 49 killed
- Dec. 2, 2015: San Bernardino, CA – Inland Regional Center - 14 killed
- Dec. 14, 2012: Newtown, CT – Sandy Hook Elementary School - 27 killed

WHEREAS, there are many other firearm options available that are functional for hunting and self-defense without carrying the same level of risk for mass shootings that is associated with an AR-15-style rifle; and

WHEREAS, in the first 5 months of this year, there have been at least 231 mass shootings in the United States in which 1,006 people were injured by gunfire and 256 were killed by gunfire;

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

the State of Wisconsin should join 21 other states and require a universal background check on any person who wishes to acquire a firearm; and

BE IT FURTHER RESOLVED that the State of Wisconsin should prohibit the sale of AR-15-style rifles; and

BE IT FURTHER RESOLVED that the city clerk shall transmit a copy of this resolution to the Wisconsin State Legislature.

SECTION 1: **ADOPTION** “R-2022-0389” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2022-0389(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

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

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis