

# City of West Allis Meeting Agenda Common Council

Mayor Dan Devine, Chair

Alderperson Thomas G. Lajsic, Council President Alderpersons: 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, August 2, 2022	7:00 PM	City Hall, Common Council Chambers
		7525 W. Greenfield Avenue

# **REGULAR MEETING**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE

Led by Ald. Vitale.

# D. PUBLIC HEARING

1. <u>O-2022-0117</u> Ordinance to amend the zoning map for certain properties along West Becher Street And West National Avenue in alignment with the 2040 Comprehensive Plan. Amending section 19.01.

# 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

Common Council Chambers - 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

2. <u>2022-0817</u> July 12, 2022 Draft Common Council Minutes.

Recommendation: Approve

# J. STANDING COMMITTEE REPORTS

# K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

**3.** <u>R-2022-0544</u> Resolution to accept the proposal of Compass Minerals for furnishing and delivering 4200 tons of deicing road salt for a total sum of \$293,580.

Recommendation: Adopt

Sponsors: Public Works Committee

4. <u>2022-0774</u> Class A/B/C Alcohol License Renewal Applications.

CLASS B TAVERN

(ALC 22 190) - Christopher Trudeau, Agent for 1309 Bar LLC, D/B/A The Crooked Crow, 1309 S. 60th Street.

(ALC 22 192) - Juan Ortiz, Agent for Chilango Express LLC, D/B/A Chilango Express, 7030 W. Lincoln Avenue.

## **Recommendation:** Grant

5. <u>2022-0804</u> (ALC 22 193) - New Class B Tavern License application for Vidrio Enterprises LLC, d/b/a 84th Classic Café, 1650 S. 84th Street. Agent: Jennifer Vidrio.

**Recommendation:** Grant

6. <u>2022-0818</u> Class B Tavern Temporary Premise Extension for a one-day event with a live band for Lawrence Robe, Jr. d/b/a Capt'n Nicks, 1503 S. 81st Street on August 21, 2022. (TEMP 22 19)
 <u>Recommendation:</u> Grant

7.	<u>2022-0828</u>	Class B Tavern Temporary Premise Extension for a one-day event for Jayders, LLC, d/b/a Just J's, 9033 W. National Avenue on Sunday, August 14, 2022. (TEMP 22 21)
	Recommendation:	Grant
8.	<u>2022-0829</u>	Class B Tavern Temporary Premise Extension for a one-day event for West Allis Cheese & Sausage Shoppe, LLC, d/b/a Station No. 6, 6800 W. Becher Street on Sunday, October 1, 2022. (TEMP 22 22)
	<u>Recommendation:</u>	Grant
9.	<u>2022-0814</u>	May 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$113,628.16.
	<u>Recommendation:</u>	Place on File
10.		June 2022 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$101,612.50. Place on File
	<u>Recommendation:</u>	
11.		Claim by Miller & Ogorchock, S.C, on behalf of Jacqueline Brinson regarding Notice of Injury for injuries and damages sustained on July 19, 2019.
	<u>Recommendation:</u>	Refer to City Attorney
12.	<u>2022-0846</u>	Claim by Erica Blissett regarding vehicle and personal injuries sustained on or about June 15, 2022.
	Recommendation:	Refer to City Attorney
13.	<u>2022-0847</u>	Claim by Jarvinanna Copeland regarding vehicle and personal injuries sustained on or about June 15, 2022.
	Recommendation:	Refer to City Attorney
14.	<u>2022-0848</u>	Claim by Jammie Copeland regarding vehicle and personal injuries sustained on or about June 15, 2022.
	<u>Recommendation:</u>	Refer to City Attorney
15.	<u>2022-0849</u>	Claim by Jermaine Copeland regarding vehicle and personal injuries sustained on or about June 15, 2022.
	Recommendation:	Refer to City Attorney
16.		Reappointment by Mayor Devine of Jessica Yanny to the West Allis Christmas Parade Subcommittee as a Representative of the West Allis Business Community, with a two-year term to expire August 2, 2024.
	<u>Recommendation:</u>	Approve
17.	<u>2022-0840</u>	Reappointment by Mayor Devine of Pat Wolfe to the West Allis Christmas Parade Subcommittee as a Citizen Member, with a two-year term to expire August 2, 2024.
	Recommendation:	Approve

18. <u>2022-0841</u> Reappointment by Mayor Devine of Pam Zorko to the West Allis Christmas Parade Subcommittee as a Representative of the West Allis Business Community, Waterstone Bank, with a two-year term to expire August 2, 2024.
 <u>Recommendation:</u> Approve

# L. COMMON COUNCIL RECESS

# M. NEW AND PREVIOUS MATTERS

# **ADMINISTRATION & FINANCE COMMITTEE**

**19.** <u>R-2022-0524</u> Resolution to approve agreement for the securitization of opioid distributor settlement funds.

<u>Sponsors:</u> Alderperson Haass

**20.** <u>R-2022-0554</u> Resolution to amend the terms and conditions for an Economic Development Loan to Mike 7, LLC. doing business as Fourth-N-Long, located at 8911 W. National Avenue.

Recommendation: Adopt

# PUBLIC WORKS COMMITTEE

- **21.** <u>R-2022-0555</u> Resolution to approve contract with TerraVenture Advisors for tenant relocation services at 5121-5325 West Rogers Street 2020-60 South 54th Street that are displaced by DPW facility project, in an amount not to exceed \$163,498.92.
  - Recommendation: Adopt

Sponsors: Public Works Committee

# SAFETY & DEVELOPMENT COMMITTEE

# Public Hearing Items (Safety & Development Committee)

**22.** <u>O-2022-0117</u> Ordinance to amend the zoning map for certain properties along West Becher Street And West National Avenue in alignment with the 2040 Comprehensive Plan. Amending section 19.01.

### New And Previous Matters

**23.** <u>R-2022-0539</u> Resolution relative to the approval of the Employment Contract for the position of Code Enforcement Director for Michael Mazmanian.

Recommendation: Adopt

# LICENSE & HEALTH COMMITTEE

24.	<u>O-2022-0127</u>	Ordinance to repeal and recreate abatement processes for rodent control, repealing section 7.14 and creating section 7.145.
	<u>Sponsors:</u>	Alderperson Vitale and Alderperson Reinke
25.	<u>2022-0783</u>	2022-2024 Renewal Operator's License (Bartender/Class D Operator) application for Heather Bosanac. (BART 260) Held due to non-appearance on 7/12/22 L&H meeting.
26.	<u>2022-0830</u>	2022-2024 New Operator's License (Bartender/Class D Operator) application for Lucie Borden. (BART 293)
27.	<u>2022-0815</u>	New Class B Tavern License application for Phoenix360 LLC, d/b/a Phoenix360, 1505 S. 108th Street. Agent: Rasheda Moss. (ALC 22 195)
28.	<u>2022-0832</u>	New Class B Beer License application for M&ZH INC, d/b/a Fusion Café, 1427 S. 108th Street. Agent: Haili Zhang. (ALC 22 194)
29.	<u>2022-0843</u>	New Secondhand Article Dealer License application for Sparkenation LLC, d/b/a PayMore West Allis, 2245 S. 108th Street. Owner Timothy VenHaus. (PNSH 22 38)
30.	<u>2022-0822</u>	June 2022 Police Department tavern violations/calls for service report.

**Recommendation:** Place on File

# **ADVISORY COMMITTEE**

**31.** <u>2022-0842</u> Appointment by Mayor Devine of Tony Hess to the West Allis Christmas Parade Subcommittee as a Citizen Member, with a two-year term to expire August 2, 2024.

Recommendation: Approve

# N. ADJOURNMENT



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

#### NOTICE OF POSSIBLE QUORUM

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

#### NON-DISCRIMINATION STATEMENT

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

#### AMERICANS WITH DISABILITIES ACT NOTICE

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

#### LIMITED ENGLISH PROFICIENCY STATEMENT

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



# **City of West Allis**

# **Meeting Minutes**

# **Common Council**

Mayor Dan Devine, Chair

Alderperson Thomas G. Lajsic, Council President

Alderpersons: 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, July 12, 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** 10 - Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel

# C. PLEDGE OF ALLEGIANCE

Led by Ald. Tenorio.

# D. PUBLIC HEARING

1. <u>O-2022-0115</u> Ordinance to rezone the property located at 1455 S. 97th Street from Residential (RB) to Commercial (C-2) amending Section 19.01.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Planning and Zoning Manager, Steve Schaer presented.

Brian Bazile, N48W22106 Weyer Road, Pewaukee, owns the four-family property to the south and wants to confirm the property he owns will stay residential.

# 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 Dan Devine presented retiring City Engineer Peter Daniels with a Proclamation of Commendation for his 31 years of service with the City. Mayor Devine and two other alderpeople attended a Ribbon Cutting for a new business, Green Home Owners United at 96th and Greenfield. They help homeowners be more energy efficient.

# H. ALDERPERSON'S REPORT

Ald. Roadt reported there is a volunteer opportunity on July 16, 2022 at 9:00am, at the Honey Creek Cemetery to help clean it up.

### I. APPROVAL OF MINUTES

**2.** <u>2022-0779</u> June 28, 2022 Draft Common Council Minutes.

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

# J. STANDING COMMITTEE REPORTS

None.

### K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

### **Passed The Block Vote**

Ald. Lajsic moved to approve the Consent Agenda, items #3 - #12a and #12c - #17; item #12b is referred to License & Health Committee. Ald. Vitale seconded, motion carried by roll call vote:

- Aye: 10 Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- **No:** 0
- **3.** <u>R-2022-0513</u> Resolution of Commendation for Peter Daniels.

### Adopted

**4.** <u>O-2022-0107</u> Ordinance to amend the City of West Allis salary schedule relating to the position of Public Health Social Worker.

Sponsors: Alderperson Haass

#### Passed

5. <u>R-2022-0492</u> Resolution declaring the 31st Annual Classic Car show scheduled for Sunday, October 2, 2022 as a Community Event.

Sponsors: Alderperson Lajsic

#### Adopted

6. 2022-0793 Downtown West Allis Business Improvement District (BID) requesting street closures of West Greenfield Avenue, from 5:00 a.m. to 6:00 p.m., use of the City Hall parking lots for registration, parking restrictions, the use of signs and supplies from the Department of Public Works, and additional Police presence for their 31st Annual Classic Car Show on Sunday, October 2, 2022.

Sponsors: Alderperson Lajsic

Placed on File

7.	<u>R-2022-0490</u>	Resolution to authorize the agreement between the City and Newport Network Solutions Inc. to purchase new surveillance camera server infrastructure for \$40,500 from account 354-6051-517.31-01.
	<u>Sponsors:</u>	Alderperson Lajsic
		Adopted
8.	<u>R-2022-0493</u>	Resolution declaring the West Allis Downtown Fair Food Crawl scheduled for Wednesday, August 3, 2022 as a Community Event.
	<u>Sponsors:</u>	Alderperson Lajsic
		Adopted
9.	<u>R-2022-0504</u>	Resolution declaring Art on the Plaza with Inspiration Studios, scheduled for Friday, September 9, 2022 at City Hall Centennial Plaza, as a Community Event.
		Adopted
9b	<u>R-2022-0523</u>	Resolution declaring the West Allis Makers Market with Oniomania, scheduled for Wednesday, July 20, 2022, at the West Allis Farmers Market, as a Community Event.
		Adopted
10.	<u>2022-0698</u>	Class B Tavern Seasonal Temporary Public Entertainment Premises Permit Amendment request for Riviera of Wisconsin, d/b/a Riviera Lanes, 8600 W. Greenfield Avenue, adding outdoor entertainment on Wednesday nights to end by 10:00PM. (TEMP 22 4)
		Granted
11.	<u>2022-0806</u>	Class B Tavern Temporary Premise Extension & Temporary Public Entertainment Permit request for a one-day event with a live band for MLSD Inc. d/b/a Tap City USA, 7207 W. National Avenue on July 23, 2022. (TEMP 22 16) Granted

12.	<u>2022-0728</u>	Class A/B/C Alcohol License Renewal Applications.
		CLASS A BEER (ALC 22 185) - Brandon T. Grebe, Agent for Grebe's Bakery, Inc., d/b/a Grebe's Bakery, 5132 W Lincoln Avenue.
		CLASS B TAVERN (ALC 22 189) - Jana Baumann, Agent for B2 Binary, d/b/a Binary: Games, Food & Spirits, 9105 W Lincoln Avenue.
		(ALC 22 188) - Mike Hottinger, Agent for Gravity Group Inc, d/b/a Peanut Butter & Jelly Deli, 6125 W Greenfield Avenue.
		CLASS B BEER / CLASS C WINE (ALC 22 187) - Landi Feto, Agent for Andrea's Pizza Restaurant, 7520 W Oklahoma Avenue.
		NOTE: ALC-22-185, ALC-22-188 & ALC-22-187 Granted; ALC-22-189 referred to License & Health Committee.
13.	<u>2022-0775</u>	New Secondhand Article Dealer License application for Michael Rondinelli, d/b/a Get It Now #02403, 6826 W. Greenfield Avenue, Suite A112. (PNSH 22 35)
		*Applicant held 2020-2021 license but didn't renew for 2021-2022. Granted
14.	<u>2022-0782</u>	Finance Director/Comptroller submitting report for June 2022 indicating City of West Allis checks issued in the amount of \$2,207,655.79.
		Placed on File
15.	<u>2022-0792</u>	Claim by Tri City National Bank vs. various defendants regarding a foreclosure of mortgage (2022CV004054) for property at 2572 S. 76th Street.
		Referred to City Attorney
16.	<u>2022-0802</u>	Claim by Robert Arneson regarding reimbursement of towing fees from an incident at the 7300 block of Greenfield Avenue on July 1, 2022.
		Referred to City Attorney
17.	<u>2022-0803</u>	Claim by Jarvis Copeland regarding vehicle damage at or near S. 60th Street and W. Madison Street on June 15, 2022.
		Referred to City Attorney

## L. COMMON COUNCIL RECESS

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

The Council recessed at 7:17 p.m. and returned at 8:18 p.m.

Roll Call was taken and the following were present:

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

# M. NEW AND PREVIOUS MATTERS

### **PUBLIC WORKS COMMITTEE**

### Passed The Block Vote

Ald. Roadt moved to approve all of the actions on items #18 - #20 on a block vote, motion carried by roll call vote:

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

## **No:** 0

**18**. <u>R-2022-0491</u>

Resolution to approve a (3) three-year agreement, to renew annually after the initial term, for the single stream recycling processing services between Johns Disposal Service, Inc., and the City of West Allis.

Sponsors: Public Works Committee

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

#### **Council Action: Adopted**

- **19.** <u>R-2022-0489</u> Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement in an amount up to \$346,300 to undertake a project to replace private lead service lines.
  - **Sponsors:** Public Works Committee

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

**Council Action: Adopted** 

**20.** <u>R-2022-0421</u> Resolution to approve a petition for the change of an alley located on the north side of the 7400 block of W. Greenfield Avenue.

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

Ald. Grisham moved to adjourn at 7:37 p.m., Ald. Stefanski seconded, motion carried.

**Council Action: Adopted** 

# **SAFETY & DEVELOPMENT COMMITTEE**

**21.** Ordinance to rezone the property located at 1455 S. 97th Street from Residential (RB) to Commercial (C-2) amending Section 19.01.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Ald. Lajsic moved to approve the action on item #21, motion carried by roll call vote:

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

**No:** 0

### LICENSE & HEALTH COMMITTEE

# **Passed The Block Vote**

Ald. Vitale moved to approve the recommended actions: grant item #12b, deny #23, grant #25 & #26, place on file #28 and #24 is not eligible for granting at this time, motion carried by roll call vote.

- Aye: 10 Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- No: 0
- 22. 2022-0721 New Class A Liquor & Beer License application for EXS LLC, d/b/a Buzz Liquors & Tobacco, 2837 S. 108th Street. Agent: Amer Alkouran. (ALC 22 183)

#### Applicant withdrew application prior to Common Council meeting.

**23.** 2022-0729 New Class B Tavern License application for 2 Plus 2 Success, d/b/a 1 2 3 Buck Bar, 5832 W. Lincoln Avenue. Agent: Anthony Burgarino. (ALC 22 186)

Committee Action:

Ald. Grisham moved to deny based on the condition of the property, Ald. Stefanski seconded, motion carried.

Council Action: Denied

24.	<u>2022-0722</u>	New Class B Tavern License and Special Event Permit applications for Maria Rupena, Rupena's Fine Foods Craft Fair, 7609 W. Beloit Road in the parking lot, West Allis, WI 53219, on Saturday, July 16, 2022, from 10:00am-8:00pm. (ALC 191 & SPEV 22 52)
		Committee Action: Ald. Grisham moved to recommend granting and surrendering the license after the event ends, Ald. Stefanski seconded, motion carried.
		Council Action: Granted
25.	<u>2022-0804</u>	New Class B Tavern License application for Vidrio Enterprises LLC, d/b/a 84th Classic Café, 1650 S. 84th Street. Agent: Jennifer Vidrio. (ALC 22 193)
		Committee Action: Ald. Stefanski moved to grant (Provisional License), Ald. Grisham seconded, motion carried.
		Council Action: Granted
26.	<u>2022-0781</u>	2022-2024 New Operator's License (Bartender/Class D Operator) application for Tina Mankowski. (BART 261) Re-applied due to non-appearance at the 06/20/22 & 6/28/22 L&H Mtgs.
		Committee Action: Ald. Reinke moved to grant, Ald. Stefanski seconded, motion carried.
		Council Action: Granted
27.	<u>2022-0783</u>	2022-2024 Renewal Operator's License (Bartender/Class D Operator) application for Heather Bosanac. (BART 260)
		Committee Action: Ald. Stefanski moved to hold, Ald. Grisham seconded, motion carried.
		Council Action: Held
28.	<u>2022-0796</u>	June 20, 2022 Draft License & Health Committee Minutes.
		Committee Action: Ald. Grisham moved to approve, Ald.Stefanski seconded, motion carried.
		Council Action: Approved

**12b** <u>2022-0728</u> Class A/B/C Alcohol License Renewal Applications.

# CLASS A BEER

(ALC 22 185) - Brandon T. Grebe, Agent for Grebe's Bakery, Inc., d/b/a Grebe's Bakery, 5132 W Lincoln Avenue.

## **CLASS B TAVERN**

(ALC 22 189) - Jana Baumann, Agent for B2 Binary, d/b/a Binary: Games, Food & Spirits, 9105 W Lincoln Avenue.

(ALC 22 188) - Mike Hottinger, Agent for Gravity Group Inc, d/b/a Peanut Butter & Jelly Deli, 6125 W Greenfield Avenue.

CLASS B BEER / CLASS C WINE (ALC 22 187) - Landi Feto, Agent for Andrea's Pizza Restaurant, 7520 W Oklahoma Avenue.

## Class B Tavern (ALC 22 189) - Jana Baumann, Agent for B2 Binary, d/b/a Binary: Games, Food & Sporits, 9105 W. Lincoln Avenue.

Ald. Stefanski moved to grant subject to Binary surrendering the license to the City upon demand of the new licensee, Ald. Grisham seconded, motion carried.

Ald. Stefanski moved to adjourn at 7:57 p.m., Ald. Grisham seconded, motion carried.

**Council Action: Granted** 

# **ADVISORY COMMITTEE**

Passed The Block Vote

Ald. Reinke moved to approve all the actions on items #29 & #30 on a block vote, motion carried by roll call vote:

- Aye: 10 Grisham, Haass, Kuehn, Lajsic, Reinke, Roadt, Stefanski, Tenorio, Vitale, and Weigel
- **No:** 0
- **29.** <u>R-2022-0506</u> Resolution Urging The State of Wisconsin Lawmakers to Create Sustainable Funding Structure For Municipalities.

Sponsors: Alderperson Reinke

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

Council Action: Adopted

30.	<u>2022-0805</u>	Appointment by Mayor Devine of Shirley Laux to the Commission on Aging, with a 3-year term to expire July 12, 2025.
		Committee Action: Ald. Stefanski moved to approve, Ald. Vitale seconded, motion carried.

Ald. Stefanski moved to adjourn at 8:13 p.m., Ald. Grisham seconded, motion carried.

**Council Action: Approved** 

# N. ADJOURNMENT

Ald. Lajsic moved to adjourn at 8:21 p.m., Ald. Stefanski seconded, motion carried.

Next scheduled meeting is August 2, 2022 at 7:00 p.m.

YouTube Meeting Links for June 28, 2022: Common Council Part 1 https://www.youtube.com/watch?v=WCADOH3vyr4

# Recess - Administration & Finance / Safety & Development - None

Recess - License & Health, Public Works & Advisory https://www.youtube.com/watch?v=d26uxanBTIA

# Common Council Part 2

https://www.youtube.com/watch?v=b5lhWsWyKzg



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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.



# **Fiscal Note Form**

Part I.	
Date:	File ID/Resolution/Ordinance Number:
	Original: Substitute:
Title:	
Submitted By (Name, Title, Department, Ext.)	
Description:	
Mandate:	Sunset?
No Yes (attach documentation)	No Yes – term?
Part II.	
This file (check all that apply):	
Increases previously authorized expenditures	Decreases previously authorized expenditures
Increases city services	Decreases city services
Increases revenue	Decreases revenue
Part III.	

Purpose	Specify type/use	Expenditure	Revenue	Ongoing	1-3 yrs	3-5 yrs
Salaries/Wages		\$	\$			
Fringe Benefits		\$	\$			
Supplies/Materials		\$	\$			
Equipment		\$	\$			
Services		\$	\$			
Other		\$	\$			
Assumptions used in	arriving at fiscal estimate:				_	

Revenue Source:

Department Account #			
Grants Matching Fees TIF Contingency Fu	Grants Matching Fees TIF Contingency Fund		
Other, list:			
Part V.			
Impacts			
Does this impact citizens or businesses in the City? 🗌 No 🗌 Ye	s – Describe impact:		
Does this impact employees or operations? 🗌 No 🗌 Yes – Des	cribe impact:		
What are the goals?			
What are the performance criteria?			
Describe Timetable:			
Miscellaneous			
Does this require new positions? No Yes, how many?			
Information Technology resources needed?	Yes – describe:		

Part VI.

Performance Measurement Review Requested by committee or Common Council?  Yes No
Timeline for review:

# CITY OF WEST ALLIS RESOLUTION R-2022-0544

# RESOLUTION TO ACCEPT THE PROPOSAL OF COMPASS MINERALS FOR FURNISHING AND DELIVERING 4200 TONS OF DEICING ROAD SALT FOR A TOTAL SUM OF \$293,580

WHEREAS, the road salt is being purchased and stored by the DPW Inventory Division and to be issued as needed for the control of ice and snow buildup on our city streets, sidewalks and parking lots to help reduce vehicle accidents and increase safety for pedestrians; and,

**WHEREAS,** there is currently up to \$76,966.38 available from the 2022 budget, with the remainder needed for the winter season funded by the proposed 2023 budget of \$293,580; and

WHEREAS, the Finance Department has reported that it has received a joint purchase proposal through the State of Wisconsin Department of Transportation for furnishing and delivering deicing road salt for the 2022/2023 winter season, for the Department of Public Works of the City of West Allis, and that the proposal was reasonable; and,

**WHEREAS**, the Common Council deems it to be in the best interest of the City of West Allis that the proposal submitted by Compass Mineral be accepted.

**NOW THEREFORE,**BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal submitted by Compass Minerals for furnishing 4200 tons of seasonal/reserve fill for a total net sum of \$293,580 to be budgeted for 2023 with funding provided by the General Fund, Sanitation and Street Division, Account Number 100-4218-531-5323, Operational Supplies/ Salt & Ice Control, be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Finance Department be and is hereby authorized to enter into a contract for the aforementioned material.

**SECTION 1:** <u>ADOPTION</u> "R-2022-0544" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

# BEFORE ADOPTION

R-2022-0544 (Non-existent)

# AFTER ADOPTION

R-2022-0544(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 

# PROOF OF PUBLICATION

STATE OF WISCONSIN

\$.S.

Joe Yovino, being the first duly sworn on oath, says that he or she is the <u>Associate Publisher/Editor</u> 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

n L

Joe Yovino, Associate Publisher/Editor

Sworn to me this 3rd day of June 2022

11 Russell A. Klingaman

Notary Public, Milwaukee County, Wisconsin My Commision Is Permanent

# PROOF OF PUBLICATION

# AFFIDAVIT 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

Vadeshvar 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 AI 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

ZJ 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

Blazinng 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. Swieciak Sr. Cataros Italian Villa 5641 W Beloit Rd Mark J Swieciak 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'z 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
- AHTRST 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
- Jocii 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 Jæckel 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 Allisf 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 Budiac ALC 22 102
- Paulie's Pub & Eatery LLC Paulie's Pub & Eatery 8031 W Greenfield Ave Kristine M Budiac 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 Ratas 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**

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

12124344/6-3

City of West Allis, WI

# **TEMP-22-19**

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Complete	Date Created: Jul 11, 2022
Applicant	Location
Lawrence Robe Jr lawrencerobe@yahoo.com	1503 S 81 ST West Allis, WI 53214
1505 S 81st St West Allis, WI 53214	Owner:
14145075805	Lawrence Robe Jr 1505 s 81st west allis, WI 53214
Applicant / License Agent Information	
Applicant Last Name (include suffix if applicable)	
Robe, Jr.	
Applicant First Name	Applicant Middle Initial
Lawrence	J
Mailing Address	City
1505 s 81st	west allis
State	Zip Code
wi	53214
Phone Number	E-Mail Address
4145075805	Lawrencerobe@yahoo.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 # ALC-22-12

What type of permit(s) are you applying for? Daily For An Event

#### **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)

# Do you have "Entertainment" listed on your Class B Tavern License?

Yes

OpenGov

07/20/2022

/20/22, 2:29 PM	OpenGov		
is the type of entertainment you are requesting th $N_{\mbox{O}}$	ie same as wnat is listed on your liquor license?		
List the type of temporary public entertainment y	ou are requesting.		
None			
Name of Event	Number of Days Requesting Extension		
Lori's Benefit	1		
Business Information			
DBA/Trade/Business Name	Business Address (License Location)		
Capt'n Nicks	1503 S 81st St		
Business Zip Code	Business Phone Number		

Ending Date of Event 08/21/2022

End Time 8:00PM

#### DAILY TEMPORARY PREMISE EXTENSION FOR AN EVENT

Beginning Date of Event	
08/21/2022	

Start Time 11:00AM

#### Diagram of Area (PDF or JPG)

pdf

TEMP 22 19 - Class B Tavern Premise Extension Diagram - 1 Day for Event - Capt n' Nicks.pdf Uploaded by Gina Gresch on Jul 20, 2022 at 12:56 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?  $\ensuremath{\mathsf{No}}$ 

Is your event going to be held on public property (street, sidewalk, etc.)  $\ensuremath{\mathsf{No}}$ 

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?  $\ensuremath{\mathsf{No}}$ 

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.

 $\mathbf{V}$ 

OpenGov

I understand that no outdoor premises may be the source of sound that measures over 100 decibers (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.

#### $\mathbf{\nabla}$

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

#### $\mathbf{\nabla}$

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.

 $\mathbf{V}$ 

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.)

#### $\mathbf{\nabla}$

#### **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 operatore 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 Lawrence Robe Jr 07/11/2022

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?  $\ensuremath{\mathsf{No}}$ 

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.

**Outdoor Dining Only Approval** 

Temporary Extension of Premise Daily Only Approval

Common Council Mtg Date

08/02/2022

#### Check here to send agenda notification letter.

# Attachments

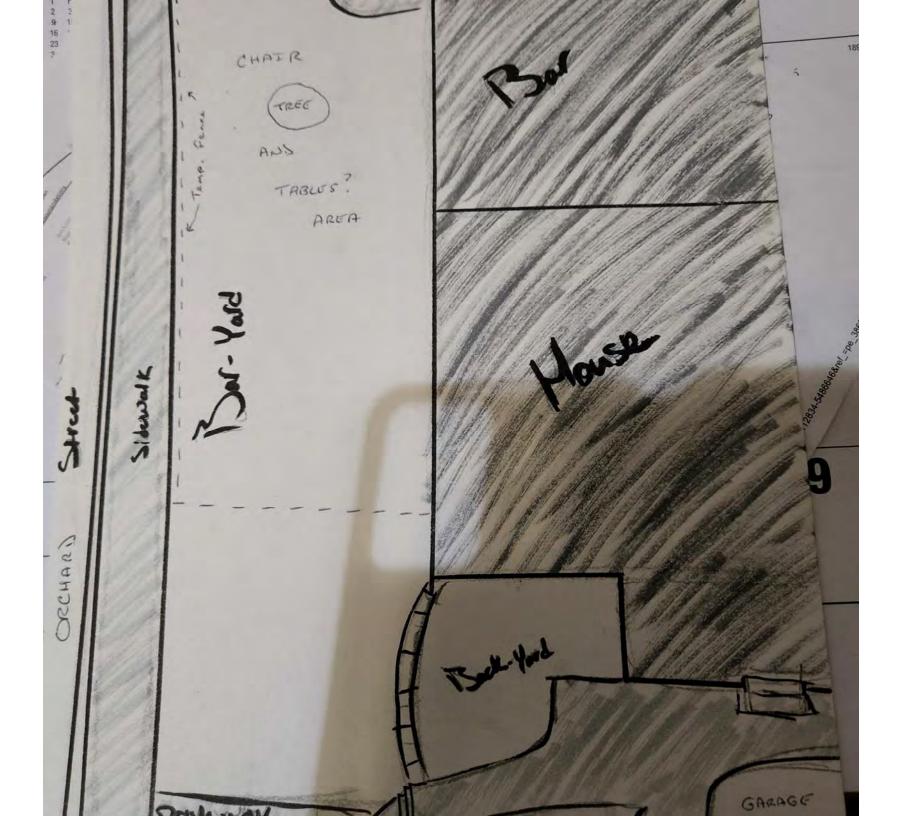
No attachments

# History

Date	Activity
Jul 11, 2022 at 1:57 pm	Lawrence Robe Jr started a draft of Record TEMP-22-19
Jul 11, 2022 at 1:58 pm	Lawrence Robe Jr altered Record TEMP-22-19, changed ownerEmail from "" to "Lawrencerobe@yahoo.com"
Jul 11, 2022 at 1:58 pm	Lawrence Robe Jr altered Record TEMP-22-19, changed ownerName from "Lawrence J Robe, Jr" to "Lawrence Robe Jr"
Jul 11, 2022 at 1:58 pm	Lawrence Robe Jr altered Record TEMP-22-19, changed ownerPhoneNo from "" to "4145075805"
Jul 11, 2022 at 1:58 pm	Lawrence Robe Jr altered Record TEMP-22-19, changed ownerStreetNo from "1503 S 81 St" to "1505 s 81st"
Jul 11, 2022 at 2:07 pm	Lawrence Robe Jr submitted Record TEMP-22-19
Jul 11, 2022 at 2:09 pm	completed payment step Fee Payment on Record TEMP-22-19
Jul 11, 2022 at 2:09 pm	changed the deadline to Jul 12, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-19
Jul 11, 2022 at 2:09 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record TEMP- 22-19
Jul 11, 2022 at 2:09 pm	changed the deadline to Jul 12, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-19
Jul 11, 2022 at 3:08 pm	Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record TEMP-22-19
Jul 11, 2022 at 8:37 pm	Gina Gresch changed Applicant Last Name (include suffix if applicable) from "Robe jr" to "Robe, Jr. " on Record TEMP-22-19
Jul 11, 2022 at 8:38 pm	Gina Gresch changed List the type of temporary public entertainment you are requesting. from "Temporary beer garden for a benefit" to "None" on Record TEMP-22-19
Jul 11, 2022 at 8:38 pm	Gina Gresch changed Name of Event from "Loris benefit" to "Lori's Benefit" on Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch added multi-entry field Static Field to Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch added multi-entry field Ending Date of Event to Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch added multi-entry field End Time to Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch added multi-entry field Start Time to Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch added multi-entry field Beginning Date of Event to Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "No" on Record TEMP-22-19
Jul 11, 2022 at 8:39 pm	Gina Gresch changed Common Council Mtg Date from "" to "08/02/2022" on Record TEMP-22-19
Jul 11, 2022 at 8:42 pm	reactivated payment step Fee Payment on Record TEMP-22-19
Jul 11, 2022 at 8:42 pm	completed payment step Fee Payment on Record TEMP-22-19
Jul 17, 2022 at 8:23 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-19
Jul 17, 2022 at 8:23 pm	Gina Gresch completed Record TEMP-22-19
Jul 20, 2022 at 12:56 pm	Gina Gresch added multi-entry field Diagram of Area (PDF or JPG) to Record TEMP-22-19
Jul 20, 2022 at 12:58 pm	Gina Gresch added Check here to send agenda notification letter. to Record TEMP-22-19

### Timeline

Label		Status	Activated	Completed	Assignee	Due Date
	Fee Payment	Paid	Jul 11, 2022 at 2:07 pm	Jul 11, 2022 at 8:42 pm	-	-
$\checkmark$	Clerk's Office Application Review For Completion and Accuracy	Complete	Jul 11, 2022 at 2:09 pm	Jul 17, 2022 at 8:23 pm	Gina Gresch	07/11/2022
E	Daily for Event on Consent Agenda	Issued	Jul 20, 2022 at 2:28 pm	Jul 20, 2022 at 2:29 pm	Gina Gresch	-



# **TEMP-22-21**

#### Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active	Date Created: Jul 18, 2022
Applicant	Location
Jason Powelski jpowelski@hotmail.com	9033 W NATIONAL AVE West Allis, WI 53227
15201 W. Rogers Dr. New Berlin, WI 53151	Owner:
14144911102	Charles & Mavis Kalashian LLC 9039A W National Ave West Allis, WI 53227
Applicant / License Agent Information	
Applicant Last Name (include suffix if applicable) Powelski	
Applicant First Name	Applicant Middle Initial

Jason

Mailing Address 15201 w Rogers dr

State Wisconsin

Phone Number 4144911102

#### **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 # At-22-14

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

Daily For An Event

### 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)

#### Do you have "Entertainment" listed on your Class B Tavern License?

Yes

07/18/2022

Applicant Middle Initial J

City New berlin

Zip Code 53151

E-Mail Address Jpowelski@hotmail.com

OpenGov

#### IS THE TYPE OT ENTERTAINMENT YOU ARE REQUESTING THE SAME AS WHAT IS LISTED ON YOUR IIQUOR LICENSE? Yes

Name of Event	Number of Days Requesting Extension
Memorial Ride	1

### **Business Information**

DBA/Trade/Business Name Just J's

# **Business Zip Code**

53227

#### **Business Address (License Location)** 9033 W. National Avenue

**Business Phone Number** 4142128478

### DAILY TEMPORARY PREMISE EXTENSION FOR AN EVENT

# **Beginning Date of Event**

08/14/2022

Start Time 2:00PM

#### Diagram of Area (PDF or JPG)

pdf parking lot map.pdf Uploaded by Jason Powelski on Jul 18, 2022 at 12:59 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?

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.  $\mathbf{\nabla}$ 

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.

# **Ending Date of Event** 08/14/2022

End Time 7:00PM

#### 7/18/22, 3:25 PM

 $\mathbf{V}$ 

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.

OpenGov

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.)

 $\mathbf{V}$ 

#### **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 operatore 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

jason powelski 07/18/2022

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

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.

Outdoor Dining Only Approval

Temporary Extension of Premise Daily Only Approval

#### Attachments

<sup>pdf</sup> parking lot map.pdf

Uploaded by Jason Powelski on Jul 18, 2022 at 1:01 pm

# History

Date	Activity
Jul 18, 2022 at 12:36 pm	Jason Powelski started a draft of Record TEMP-22-21
Jul 18, 2022 at 1:01 pm	Jason Powelski added attachment parking lot map.pdf to Record TEMP-22-21
Jul 18, 2022 at 1:02 pm	Jason Powelski submitted Record TEMP-22-21

https://westalliswi.viewpointcloud.io/#/explore/records/30787/printable?act=true&att=true&att=true&emp=false&int=true&loc=true&sec=1012789%2C...

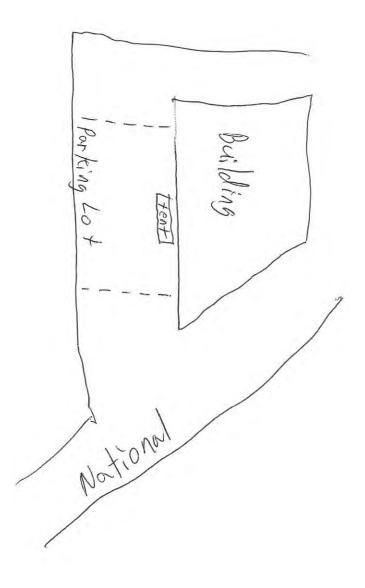
7/18/22, 3:25 PM

OpenGov

Date	Activity
Jul 18, 2022 at 1:03 pm	completed payment step Fee Payment on Record TEMP-22-21
Jul 18, 2022 at 1:03 pm	changed the deadline to Jul 19, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-21
Jul 18, 2022 at 1:03 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Gina Gresch on Record TEMP- 22-21
Jul 18, 2022 at 1:03 pm	changed the deadline to Jul 19, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-21
Jul 18, 2022 at 3:21 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-21
Jul 18, 2022 at 3:22 pm	approval step Common Council Consent Agenda Approval for Daily Permit was assigned to Gina Gresch on Record TEMP-22- 21
Jul 18, 2022 at 3:22 pm	Gina Gresch changed DBA/Trade/Business Name from "Jayders IIc just J's " to "Just J's " on Record TEMP-22-21
Jul 18, 2022 at 3:22 pm	Gina Gresch changed Business Address (License Location) from "9033 w national ave" to "9033 W. National Avenue" on Record TEMP-22-21
Jul 18, 2022 at 3:22 pm	Gina Gresch altered multi-entry field Start Time, changed value from "2pm" to "2:00PM" on Record TEMP-22-21
Jul 18, 2022 at 3:22 pm	Gina Gresch altered multi-entry field End Time, changed value from "7pm" to "7:00PM" on Record TEMP-22-21

# Timeline

Label		Status	Activated	Completed	Assignee	Due Date
	Fee Payment	Paid	Jul 18, 2022 at 1:02 pm	Jul 18, 2022 at 1:03 pm	-	-
~	Clerk's Office Application Review For Completion and Accuracy	Complete	Jul 18, 2022 at 1:03 pm	Jul 18, 2022 at 3:21 pm	Gina Gresch	07/18/2022
~	Common Council Consent Agenda Approval for Daily Permit	Active	Jul 18, 2022 at 3:22 pm	-	Gina Gresch	-
	Notification to Applicant - Daily for Event on Consent Agenda	Inactive	-	-	-	-



# **TEMP-22-22**

Temporary Extension and Temporary Public Entertainment Premises Applications

Status: Active	Date Created: Jul 26, 2022		
Applicant	Location		
Mark Lutz mlutz12368@gmail.com	6800 W BECHER ST West Allis, WI 53219		
11970 W. Morgan Ave West Allis, WI 53228	Owner:		
262-617-3276	Lutz Land Management LLC 11970 W morgan ave West Allis, WI 53228		
Applicant / License Agent Information			
<b>Applicant Last Name (include suffix if applicable)</b> Lutz			
Applicant First Name	Applicant Middle Initial		
Mark	S		
<b>Mailing Address</b> 11970 W Morgan Ave	<b>City</b> West Allis		
State	Zip Code		
WI	53228		
<b>Phone Number</b> 2626173276	E-Mail Address mlutz12368@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 # ALC-22-43

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

Daily For An Event

# **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)

# Do you have "Entertainment" listed on your Class B Tavern License?

No

<sub>1/</sub>35 https://westalliswi.viewpointcloud.io/#/explore/records/32512/printable?act=true&att=true&att=true&emp=false&int=true&loc=true&sec=1012789%2C...

07/26/2022

7/26/22, 8:01 PM	OpenGov	
List the type of temporary public entertainment you are requesting. Live Music		
Name of Event	Number of Days Requesting Extension	
Blocktoberfest	1	
Business Information		
DBA/Trade/Business Name	Business Address (License Location)	
West Allis Cheese & Sausage Shoppe DBA Station No 06	6800 W Becher Street	
Business Zip Code	Business Phone Number	
53219	414-543-4230	
DAILY TEMPORARY PREMISE EXTENSION FOR AN EVENT		
Beginning Date of Event	Ending Date of Event	

10/01/2022 Start Time

8:00 am

Diagram of Area (PDF or JPG)

pdf scan0180.pdf Uploaded by Mark Lutz on Jul 26, 2022 at 3:49 pm Ending Date of Event

**End Time** 10:00 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? Yes

Is your event going to be held on public property (street, sidewalk, etc.)  $\ensuremath{\mathsf{Yes}}$ 

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

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

I understand I also need to apply for a Special Event Permit to hold my event and the event may only occur if I receive all of the required permits.

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.

#### 7/26/22, 8:01 PM

#### OpenGov

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.  $\mathbf{\nabla}$ 

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.  $\mathbf{\nabla}$ 

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.

 $\mathbf{\nabla}$ 

#### 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 operatore 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** Mark S Lutz 07/26/2022

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? Yes

List Other Licenses Special Event Permit for alcohol and road closures.

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.

**Outdoor Dining Only Approval** 

Temporary Extension of Premise Daily Only Approval

#### Attachments

No attachments

#### History

Date	Activity
Jul 26, 2022 at 3:23 pm	Mark Lutz started a draft of Record TEMP-22-22
Jul 26, 2022 at 3:25 pm	Mark Lutz altered Record TEMP-22-22, changed ownerEmail from "" to "mlutz12368@gmail.com"
Jul 26, 2022 at 3:25 pm	Mark Lutz altered Record TEMP-22-22, changed ownerPhoneNo from "" to "2626173276"
Jul 26, 2022 at 3:25 pm	Mark Lutz altered Record TEMP-22-22, changed ownerStreetName from "" to "W morgan ave"
Jul 26, 2022 at 3:25 pm	Mark Lutz altered Record TEMP-22-22, changed ownerStreetNo from "11970 W Morgan Ave" to "11970"
Jul 26, 2022 at 3:53 pm	Mark Lutz submitted Record TEMP-22-22
Jul 26, 2022 at 3:55 pm	completed payment step Fee Payment on Record TEMP-22-22
Jul 26, 2022 at 3:55 pm	changed the deadline to Jul 27, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-22
Jul 26, 2022 at 3:55 pm	approval step Clerk's Office Application Review For Completion and Accuracy was assigned to Jenny Slivka on Record TEMP- 22-22
Jul 26, 2022 at 3:55 pm	changed the deadline to Jul 27, 2022 on approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-22
Jul 26, 2022 at 3:55 pm	Jenny Slivka assigned approval step Clerk's Office Application Review For Completion and Accuracy to Gina Gresch on Record TEMP-22-22
Jul 26, 2022 at 4:36 pm	Gina Gresch changed Application Correct and Complete? from "" to "Yes" on Record TEMP-22-22
Jul 26, 2022 at 4:36 pm	Gina Gresch changed Are other licenses/permits being applied for at the same time? from "" to "Yes" on Record TEMP-22-22
Jul 26, 2022 at 4:36 pm	Gina Gresch changed List Other Licenses from "" to "Special Event Permit for alcohol and road closures. " on Record TEMP- 22-22
Jul 26, 2022 at 4:36 pm	Gina Gresch approved approval step Clerk's Office Application Review For Completion and Accuracy on Record TEMP-22-22
Jul 26, 2022 at 4:36 pm	approval step Common Council Consent Agenda Approval for Daily Permit was assigned to Gina Gresch on Record TEMP-22- 22

#### Timeline

Label		Status	Activated	Completed	Assignee	Due Date
	Fee Payment	Paid	Jul 26, 2022 at 3:53 pm	Jul 26, 2022 at 3:55 pm	-	-
~	Clerk's Office Application Review For Completion and Accuracy	Complete	Jul 26, 2022 at 3:55 pm	Jul 26, 2022 at 4:36 pm	Gina Gresch	07/26/2022
~	Common Council Consent Agenda Approval for Daily Permit	Active	Jul 26, 2022 at 4:36 pm	-	Gina Gresch	-

th 70 PANO2 STREET REAL REAL 6923 BECHEN BLOCK TOBERASS WEST BANO STAND 6974 BECHEN + MUSIC 6832 West ALLS STACET For STATION No 06 6800 REOTS Lico 680 > A (t) 68 79 MUSIC 39

#### STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF EXECUTIVE BUDGET AND FINANCE DOA-2778 (R03/2019)



County Name Milwaukee			County 40	Code Number		Report for M May, 2022	lonth/Ye	ar
Municipal Name West Allis Municipal Court	Munic 292	ipal Code Numbo	er	Telephone Number 414-302-8181				
I. MUNICIPAL COURT OFFICIAL		otal Amount Collected	100000000000000000000000000000000000000	to be retained Municipality		are to be sent to County	Share to be ser to State	
<ol> <li>Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348.Stats.)</li> </ol>	S	60,923.07	\$	60,923.07				us de
Adjustment (if applicable)	\$	.00	s	.00	State.			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$	17.919.64	\$	15,549.26		and the second	\$	2,370.38
Adjustment (if applicable)	S	.00	\$	.00			s	.00
3. Penalty Surcharges (s. 757.05, Stats.)	\$	12,884,07					\$	12,884.07
Adjustment (if applicable)	S	.00					s	.00
<ol> <li>County Jail Surcharges</li> <li>(s. 302.46(1)(a), Stats.)</li> </ol>	\$	4,765.59			\$	4,765.59		
Adjustment (if applicable)	S	.00			\$	.00		
<ol> <li>Driver Improvement Surcharges (s. 346.655, Stats.)</li> </ol>	\$	9,963.31			s	5,018.48	\$	4,944.83
Adjustment (if applicable)	\$	.00			s	.00	s	.00
<ol> <li>Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)</li> </ol>	\$	6,168.55					s	6,168.55
Adjustment (if applicable)	s	.00					s	.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$	.00					s	.00
Adjustment (if applicable)	\$	.00		<b>建筑</b> 公司集			s	.00
<ol> <li>Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))</li> </ol>	s	.00	s	.00			s	.00
Adjustment (if applicable)	S	.00	s	.00			s	.00
<ol> <li>Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)</li> </ol>	\$	383.79	5		\$	383.79		
Adjustment (if applicable)	S	.00			s	.00		
<ol> <li>GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)</li> </ol>	s	.00					s	.00
Adjustment (if applicable)	\$	.00			6		s	.00
11. Safe Ride Program (s. 85.55, Stats.)	s	620,14					s	620.14
Adjustment (if applicable)	\$	.00					s	.00
12. Totals	\$	113,628.16	\$	76,472.33	s	10,167.86	Pay '	This Amount 26,987.97

Continue onto the next page.

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF EXECUTIVE BUDGET AND FINANCE DOA-2778 (R03/2019)



# II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Pau -7-22 , Date: Name: Signature:

III. TREASURER'S CERTIFICATION

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

orinne Zurad Treasurer:

Date: 7-13-2022

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

Name:

Ann Drosen

Telephone #

Email Address

414-302-8181

adrosen@westalliswi.gov

#### TTATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF EXECUTIVE BUDGET AND FINANCE DOA-2778 (R03/2019)



STATE CONTROLLER'S OFFICE-CMO 101 E. WILSON STREET, 5th FL PO BOX 7932 MADISON, WI 53707-7932 (608) 261-7749

MUNICIPAL COURT	MONTHLY FINANCIAL REPORT
-----------------	--------------------------

County Name Milwaukee		ALCOURT MO		Code Number		Report for M June, 2022	onth/Ye	(608) 261-7 ar
Municipal Name West Allis Municipal Court	Munic 292	ipal Code Numl	oer	Telephone Nu 414-302-				
I. MUNICIPAL COURT OFFICIAL			to be retained funicipality		to County	Share to be sent to State		
<ol> <li>Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348,Stats.)</li> </ol>	\$	52,819.98	5	52,819.98				
Adjustment (if applicable)	\$	.00	S	.00				
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	S	16,241.46	S	14,081.93			S	2.159.53
Adjustment (if upplicable)	S	.00	\$	.00			S	.00
3. Penalty Surcharges (s. 757.05. Stats.)	S	12,454,10					s	12,454,10
Adjustment (if applicable)	s	.00	£	5				
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	S	4,308.78			s	4,308.78		
Adjustment (if applicable)	\$	.00			s	.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	s	8,586.18		orani Katalasta	s	4,302.89	5	4,283.29
Adjustment (if applicable)	\$	.00			s	.00	s	.00
<ol> <li>Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)</li> </ol>	s	5.611.00				a. Alter	s	5,611.00
Adjustment (if applicable)	\$	,00					5	.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	S	.00					S	.00
Adjustment (if applicable)	s	.00				140-777A	s –	.00
<ol> <li>Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(e))</li> </ol>	\$	.00	\$	.00			S	.00
Adjustment (if applicable)	\$	.00	s	.00			s	.00
Ignition Interlock Device Surcharge (s. 343.301(5). Stats.)	s	566.21			s	566.21		
Adjustment (if applicable)	s	.00			s	.00		
<ol> <li>GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)</li> </ol>	s	.00					S	.00
Adjustment (if applicable)	s	.00						.00
I. Safe Ride Program (s. 85.55, Stats.)	s	1,024.79					s	1,024.79
Adjustment (if applicable)	s	.00		n an		na an an Araga Na State an Arag	5	.00
2. Totals	s	101,612.50	s	66,901.91	ş	9,177.88		his Amount 25,532.71

Continue onto the next page.

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF EXECUTIVE BUDGET AND FINANCE DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO 101 E. WILSON STREET, 5th FL PO BOX 7932 MADISON, WI 53707-7932 (608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

# II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Paul M. MURD 2022 7 Date: Signature: 0

III. TREASURER'S CERTIFICATION

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

Drinne Treasurer:

-11-20 Date:

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

Name:

Ann Drosen

Telephone #

Email Address

414-302-8181

urad

adrosen@westalliswi.gov



#### NEW ADDRESS:

Miller & Ogorchock, S.C. 788 N. Jefferson Street, Suite 702 Milwaukee, WI 53202

July 15, 2022

Thomas A. Ogorchock Attorney at Law

Patrick C. Miller Attorney at Law

# Via Certified Mail

City of West Allis City Clerk Attention: Claims 7525 W. Greenfield Avenue West Allis, WI 53214

> Re: My Client: Jacqueline Brinson Date of Loss: 07/19/19

Dear City Cierk:

Please find a Notice of Injury-Circumstances Giving Rise To Claim, and a Claim, herein being served by certified mail on the City of West Allis, pursuant to Wis. Stats. §§ 893.80(1)(a) and 893.80(1)(b). Please contact me with any questions or concerns.

Very truly yours,

MILLER & OGORCHOCK, S.C.

Patrick C. Miller Direct Dial: 414-935-4992 Email: pat@miller-ogorchock.com

740 North

Plankinton

Avenue

Suite 310

Milwaukee

WI 53203

tel 414 272-4100

fax 414 272-4777

PCM:jml Enclosure

cc: Ms. Jacqueline Brinson (w/encl.) 2019039/City West Allis Ltr

# <u>NOTICE OF INJURY-CIRCUMSTANCES GIVING RISE TO CLAIM</u> <u>PURSUANT TO WIS. STATS. SEC. 893.80(1)(a) & 893.80(1)(b)</u>

TO: City Clerk Attention: Claims 7525 W. Greenfield Avenue West Allis, Wisconsin 53214 CLAIMANT: Jacqueline Brinson 5240 S. Acorn Lane Greenfield, Wisconsin 53221

PLEASE TAKE NOTICE that Jacqueline Brinson, an adult resident of the State of Wisconsin, by her attorneys, Miller & Ogorchock, S.C., by Patrick C. Miller, hereby provides this Notice of Injury and states the following circumstances giving rise to a claim:

On or about July 17, 2019, the claimant, Jacqueline Brinson, was operating her vehicle in West Allis, Wisconsin, with her granddaughter in the vehicle with her. She was trying to find her brother's house, at or about 8719 West Lapham Street. Her GPS told her to turn right on 92<sup>nd</sup> Street. She got in the right lane, and a West Allis Police vehicle pulled up behind her, siren on, and pulled her over.

At the scene, the police officer (unidentified by West Allis) told her that she was traveling in the parking lane too long, and that is why he pulled her over. Immediately prior to being pulled over, she pulled into a driveway at or about 86<sup>th</sup> and National Avenue. She was attempting to make a Y-turn in the driveway, to continue in her efforts to find her brother's house. It was after she pulled out of that driveway that she was pulled over by the West Allis police officer.

The officer (whose name is not identified in the police report for this incident that was produced in response to a Freedom of Information Act request), after pulling her over and telling her that she was in the parking lane too long, told Ms. Brinson to step out of the car. He then asked her, "why did you stop at that house and get out?" She responded that she never got out of the vehicle, and was only pulling into the driveway to make a Y-turn. She told him numerous times that she never got out of her car. He accused her of lying to him. By this time, Jacqueline Brinson's brother, Robert Brinson, had stepped out of his house and was observing

everything that was happening.

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After pulling Mr. Brinson over, the unidentified West Allis police officer handcuffed her, and made her sit on a curb, away from the vehicle. The officer then summoned other officers. The officers interviewed Ms. Brinson's then 8-year old granddaughter, without her present, and, as is shown on the body cam footage from another officer (that subsequently arrived on the scene), continued to harass Ms. Brinson, search her and her vehicle, in an apparent attempt to find drugs.

Throughout the entire encounter Ms. Brinson continued to inform the officer that she had done nothing wrong, and that she was turning around in that driveway, attempting to find her brother's house. The unidentified police officer continued to harass Ms. Brinson, who is African American. As became apparent throughout the encounter, the unidentified officer pulled Mr. Brinson over because she is an African American woman. This stop and unwarranted detention, in handcuffs, made to sit on the curb, in front of her granddaughter lasted more than 30-minutes.

Further, audio produced of the unidentified officer's communication with police dispatch, as he followed Ms. Brinson's vehicle, establishes that the unidentified officer learned that the vehicle was properly registered to Jacqueline Brinson, there were no issues with her, her car, or any aspect of this situation. He learned this before he initially walked up to her vehicle after stopping her.

Nevertheless, the unidentified officer concluded, because of Ms. Brinson's race, that she had drugs in her possession. The humiliation continued with a full body search, full search of the vehicle, and separating her from her minor granddaughter for the purpose of getting information from the granddaughter without her present.

The report, completed by the unidentified police officer, states that he was investigating a drug complaint, in an unmarked vehicle. He observed Ms. Brinson's vehicle pull into a driveway and, the report states, "observed someone walk near the vehicle, then observed the vehicle leave immediately after the contact." This statement was made by the officer presumably to justify pulling her over. However, nobody walked up to her vehicle in the driveway, and she did not get out of her vehicle. She pulled into this driveway, as she informed the officer, because she was lost and was trying to find her way to her brother's house, which is very close to where this occurred.

To date, the City of West Allis has refused to identify any of the police officers involved in this unwarranted stop, detention and search.

The City of West Allis, by its agents, employees, and servants, including the unidentified police officer, and other police officers to be identified, violated Jacqueline Brinson's civil rights under 42 U.S.C. § 1983. Furthermore, the aforementioned City of West Allis, its agents, employees, servants, and police officers, are subject to the following causes of action:

- Civil Rights under 42 U.S.C. § 1983;
- Monell Liability;
- Negligence;

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- Violation of Due Process under the Wisconsin Constitution;
- Violation of Rights to be Free of Unresponsible Searches and Seizures under the Wisconsin Constitution;
- Right to Equal Treatment under the Wisconsin Constitution;
- Negligent Hiring, Training, and Promotion;
- False Imprisonment;
- Intentional Inflection of Emotional Distress.

Counsel for Jacqueline Brinson made a freedom of information request to the West Allis Police Department on July 30, 2019. That request specifically identified items to be produced, including the following:

- Dispatch transcripts and audio files; dash-cam videos;
- Incident reports, or any other report or written document in any way related to the subject incident;
- Any other video or audio files not covered by the proper request;
- Any photographs;

. . .

• Any other records and reports, including but not limited to disciplinary records, correspondence, memoranda, and any other document in any way related to the incident, any subsequent investigation of the incident, and/or any documents or things related to the subject incident.

In response, the City of West Allis produced a half-hour body-cam video, and the audio of the dispatch contact, in addition to a page and a half traffic stop report. Nothing else has been produced.

As a proximate result of the aforementioned causes of action, Jacqueline Brinson has suffered injuries and damages, and the City of West Allis, its agents, employees, and servants, and police officers involved, as well as the Chief of Police, are liable to Jacqueline Brinson for damages to include the following:

- A. Compensatory and Special Damages;
- B. Past and Future Medical Care;
- C. Past and Future Lost Wages;
- D. Past and Future Pain, Suffering and Disability;
- E. Damages for Violation of her Civil Rights, to include but not necessarily be limited to punitive damages, declaratory, injunctive, and other relief, costs and disbursements, actual attorney fees, and other relief as is deemed just.

WHEREFORE, the claimant, Jacqueline Brinson, hereby provides this notice of the injury and losses as aforementioned.

Dated at Milwaukee, Wisconsin this 15<sup>th</sup> day of July, 2022.

# MILLER & OGORCHOCK, S.C.

Attorneys for Jacqueline Brinson

By:

Patrick C. Miller Bar No. 1016563

## P.O. ADDRESS

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788 North Jefferson Street Suite 702 Milwaukee, Wisconsin 53202 Telephone: (414) 272-4100 Facsimile: (414) 272-4777 Direct Dial: (414) 935-4992 2019039\Injury Notice

# **CLAIM**

 TO: City Clerk – West Allis Attention: Claims
 7525 W. Greenfield Avenue West Allis, Wisconsin 53214

# CLAIMANT: Jacqueline Brinson 5240 S. Acorn Lane Greenfield, Wisconsin 53221

Pursuant to Wis. Stats. § 893.80(1)(b), the claimant, Jacqueline Brinson, hereby makes a claim for injuries

and damages as a result of the 07/19/19 incident, more fully described in the accompanying Notice of Injury-

Circumstances Giving Rise to Claim, as follows:

For all levels of damages stated in the accompanying Notice of Injury, a total of \$1,000,000.00.

Dated at Milwaukee, Wisconsin this 15<sup>th</sup> day of July 2022.

**MILLER & OGORCHOCK, S.C.** Attorneys for Jacqueline Brinson

By:

Patrick C. Miller Bar No. 1016563

# P.O. ADDRESS

788 North Jefferson Street Suite 702 Milwaukee, Wisconsin 53202 Telephone: (414) 272-4100 Facsimile: (414) 272-4777 Direct Dial: 414-935-4992 Email: <u>pat@miller-ogorchock.com</u> 2019039\Claim

## NOTICE OF CIRCUMSTANCES § 893.80

To: City of West Allis Attn: City Clerk's Office 7525 W Greenfield Ave West Allis, WI 53214

Claimant:

Erica Blissett 3367 N. 38th St. Milwaukee, WI 53216

Pavitpal Singh Sethi 11301 W. Lincoln Ave. West Allis, WI 53214

1-21-22 1250 ~ Ry lat 1021

TO EACH OF THE ABOVE NAMED PARTIES:

**PLEASE TAKE NOTICE** that Erica Blissett, by her attorneys, Sperling Law Offices LLC, state that the following circumstances gave rise to her injuries:

1. That Erica Blissett resides at 3367 N. 38th St. in the City and County of Milwaukee, Wisconsin 53216.

2. That on or about June 15, 2022, Erica Blissett was a passenger in a car traveling south bound on South 60<sup>th</sup> St. in the City of West Allis, County of Milwaukee and State of Wisconsin.

3. That on that date, a truck owned by the City of West Allis, driven by Pavitpal Singh Sethi, was traveling north bound on South 60<sup>th</sup> St. in the City of West Allis. Mr. Sethi negligently failed to yield the right-of-way, turning left in front of Erica Blissett's car, resulting in a crash.

4. As a result of these circumstances, Erica Blissett suffered injuries incurred medical costs, property damage, pain and suffering, and accumulated lost wages.

Dated in Milwaukee this 19th day of July, 2022.

SPERLING LAW OFFICES, LLC Attorneys for Erica Blissett

By: Michael C. Demo SBN: 1059096 100 E. Wisconsin Ave., Suite 1020 Milwaukee, WI 53202 (414) 273-7100

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# NOTICE OF CIRCUMSTANCES

§ 893.80

To: City of West Allis Attn: City Clerk's Office 7525 W Greenfield Ave West Allis, WI 53214

Claimant:

Jarvinanna Copeland 3367 N. 38th St. Milwaukee, WI 53216

Pavitpal Singh Sethi 11301 W. Lincoln Ave. West Allis, WI 53214

CAL SERVICE 7-21-22 1251-1 By Pot 10-2

TO EACH OF THE ABOVE NAMED PARTIES:

**PLEASE TAKE NOTICE** that Jarvinanna Copeland, by her attorneys, Sperling Law Offices LLC, state that the following circumstances gave rise to her injuries:

1. That Jarvinanna Copeland, a minor, resides at 3367 N. 38th St. in the City and County of Milwaukee, Wisconsin 53216.

2. That on or about June 15, 2022, Jarvinanna Copeland was a passenger in a car traveling south bound on South 60<sup>th</sup> St. in the City of West Allis, County of Milwaukee and State of Wisconsin.

3. That on that date, a truck owned by the City of West Allis, driven by Pavitpal Singh Sethi, was traveling northbound on South 60<sup>th</sup> St. in the City of West Allis. Mr. Sethi negligently failed to yield the right-of-way, turning left in front of the car in which Jarvinanna Copeland was a passenger, resulting in a crash.

4. As a result of these circumstances, Jarvinanna Copeland suffered injuries incurred medical costs and pain and suffering.

Dated in Milwaukee this 19th day of July, 2022.

SPERLING LAW OFFICES, LLC Attorneys for Jarvinanna Copeland

By: Michael C. Demo SBN: 1059096 100 E. Wisconsin Ave., Suite 1020 Milwaukee, WI 53202 (414) 273-7100

CITY OF WEST ALLIS 21.JUL 22 PH1:27

# NOTICE OF CIRCUMSTANCES

§ 893.80

To: City of West Allis Attn: City Clerk's Office 7525 W Greenfield Ave West Allis, WI 53214

Claimant:

Jammie Copeland 3367 N. 38th St. Milwaukee, WI 532

Pavitpal Singh Sethi 11301 W. Lincoln Ave. West Allis, WI 53214 ee, WI 53216 GRA SERVICE 1-21-22 125PM 1-21-22 125PM 1-21-22 125PM 1-21-22 125PM

TO EACH OF THE ABOVE NAMED PARTIES:

**PLEASE TAKE NOTICE** that Jammie Copeland, by her attorneys, Sperling Law Offices LLC, state that the following circumstances gave rise to her injuries:

1. That Jammie Copeland, a minor, resides at 3367 N. 38th St. in the City and County of Milwaukee, Wisconsin 53216.

2. That on or about June 15, 2022, Jammie Copeland was a passenger in a car traveling south bound on South 60<sup>th</sup> St. in the City of West Allis, County of Milwaukee and State of Wisconsin.

3. That on that date, a truck owned by the City of West Allis, driven by Pavitpal Singh Sethi, was traveling north bound on South 60<sup>th</sup> St. in the City of West Allis. Mr. Sethi negligently failed to yield the right-of-way, turning left in front of the car in which Jammie Copeland was a passenger, resulting in a crash.

4. As a result of these circumstances, Jammie Copeland suffered injuries incurred medical costs, and pain and suffering.

Dated in Milwaukee this 19th day of July, 2022.

SPERLING LAW OFFICES, LLC Attorneys for Jammie Copeland

By: Michael C. Demo SBN: 1059096 100 E. Wisconsin Ave., Suite 1020 Milwaukee, WI 53202 (414) 273-7100

CITY OF WEST ALLIS 21 JUL '22 PM1:27

#### NOTICE OF CIRCUMSTANCES § 893.80

To: City of West Allis Attn: City Clerk's Office 7525 W Greenfield Ave West Allis, WI 53214

Claimant:

Jermaine Copeland 3367 N. 38th St. Milwaukee, WI 53216

Pavitpal Singh Sethi 11301 W. Lincoln Ave. West Allis, WI 53214

ORA SERVICE 1-21-22 1250m By Act On

TO EACH OF THE ABOVE NAMED PARTIES:

**PLEASE TAKE NOTICE** that Jermaine Copeland, by his attorneys, Sperling Law Offices LLC, state that the following circumstances gave rise to his injuries:

1. That Jermaine Copeland, a minor, resides at 3367 N. 38th St. in the City and County of Milwaukee, Wisconsin 53216.

2. That on or about June 15, 2022, Jermaine Copeland was a passenger in a car traveling southbound on South 60<sup>th</sup> St. in the City of West Allis, County of Milwaukee and State of Wisconsin.

3. That on that date, a truck owned by the City of West Allis, driven by Pavitpal Singh Sethi, was traveling northbound on South 60<sup>th</sup> St. in the City of West Allis. Mr. Sethi negligently failed to yield the right-of-way, turning left in front of the car in which Jermaine Copeland was a passenger, resulting in a crash.

4. As a result of these circumstances, Jermaine Copeland suffered injuries incurred medical costs, and pain and suffering.

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Dated in Milwaukee this 19th day of July, 2022.

SPERLING LAW OFFICES, LLC Attorneys for Jermaine Copeland

By: Michael C. Demo SBN: 1059096 100 E. Wisconsin Ave., Suite 1020 Milwaukee, WI 53202 (414) 273-7100

CITY OF WEST ALLIS 21 JUL '22 PMI:27

# CITY OF WEST ALLIS RESOLUTION R-2022-0524

# RESOLUTION TO APPROVE AGREEMENT FOR THE SECURITIZATION OF OPIOID DISTRIBUTOR SETTLEMENT FUNDS

**WHEREAS**, the City filed a lawsuit against various opioid manufacturers and distributors on May 18, 2021, in Milwaukee County Circuit Court Case No. 21-CV-2930; and

WHEREAS, the case was transferred to federal court and included in a statewide settlement in late 2021; and

**WHEREAS**, the City is scheduled to receive annual payments from several businesses that were defendants in the City's case; and

WHEREAS, PMA Securities, LLC has approached all entities in Wisconsin and offered to securitize the expected payment stream by providing each municipality with a one-time upfront payment in exchange for the municipality assigning its right to future payments to PMA Securities, LLC; and

WHEREAS, the common council believes it is in the best interest of the City to accept the upfront payment of \$342,447 and assign its remaining payments as of 2023 to PMA Securities, LLC;

**NOW THEREFORE,** be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, that the City accepts the offer of a one-time payment and any residual payments in exchange for assigning its future right to payments from the named opioid distributors (McKesson, Amerisource, and Cardinal).

BE IT FURTHER RESOLVED that the city attorney and city administrator shall draft and execute any documents necessary to effectuate the above approval.

**SECTION 1:** <u>ADOPTION</u> "R-2022-0524" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

# ADOPTION

R-2022-0524(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

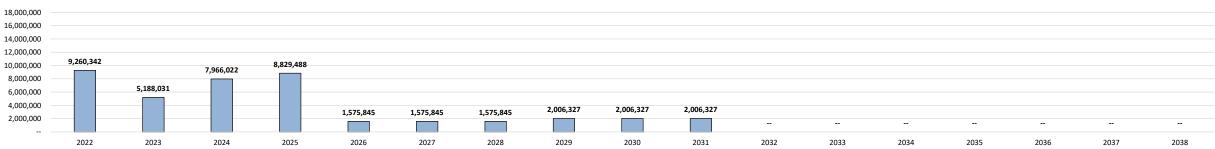
Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis 

# Janssen Global Settlement Abatement Amount Estimated Scheduled Payments Wisconsin Allocations (State and Net Local Government)

		\$ 4,534,615,385	J&J Global Settlement Abatement Amount (GSAA)
		1.7582560561%	Total State of Wisconsin Share of GSAA
ſ	30%	0.5274768168%	Share of GSAA to State (30% of State Total)
	70%	1.2307792393%	Share of GSAA to Local Governments (70% of State Total)
ſ	20%	0.2461558479%	Local Government Share - Legal (20% of 70% of State Total)
	80%	0.9846233914%	Local Government Share - Remediation (80% of 70% of State Total)

			J&J Global Settle	ment Abatement A	Mount (GSAA)			Total State	of Wisconsin Share	e of GSAA		Local Government Share - Remediation (80% of 70% of State Total)					
			Janssen (J&J) Glob	al Settlement Aba	tement Amount		Janssen (J&J) Global Settlement Abatement Amount					Janssen (J&J) Global Settlement Abatement Amount					
							1.7582560561%	1.7582560561%	1.7582560561%			0.9846233914%	0.9846233914%	0.9846233914%			
PMT	Date	Base	Incentive A	Incentive D	Credit	Total	Base	Incentive A	Incentive D	Credit	Total	Base	Incentive A	Incentive D	Credit	Total	
1	07/01/22	282,175,271			14,580,153	296,755,424	4,961,364				4,961,364	2,778,364				2,778,364	
2	07/15/22	658,320,615				658,320,615	11,574,962				11,574,962	6,481,979				6,481,979	
3	06/01/23		526,905,161		71,145,032	598,050,193		9,264,342			9,264,342		5,188,031			5,188,031	
4	06/01/24	259,273,971	549,768,597		47,328,241	856,370,809	4,558,700	9,666,340			14,225,040	2,552,872	5,413,150			7,966,022	
5	06/01/25	262,463,219	634,274,384		59,541,983	956,279,586	4,614,775	11,152,168			15,766,943	2,584,274	6,245,214			8,829,488	
6	06/01/26	105,720,216	54,325,273		12,900,764	172,946,253	1,858,832	955,177			2,814,010	1,040,946	534,899			1,575,845	
7	06/01/27	63,074,061	54,325,273	42,646,154	12,900,765	172,946,253	1,109,003	955,177	749,829		2,814,009	621,042	534,899	419,904		1,575,845	
8	06/01/28	63,074,060	54,325,272	42,646,154	12,900,765	172,946,251	1,109,003	955,177	749,829		2,814,009	621,042	534,899	419,904		1,575,845	
9	06/01/29	82,748,246	78,371,501	42,646,154	12,900,766	216,666,667	1,454,926	1,377,972	749,829		3,582,726	814,759	771,664	419,904		2,006,327	
10	06/01/30	82,748,248	78,371,500	42,646,154	12,900,765	216,666,667	1,454,926	1,377,972	749,829		3,582,726	814,759	771,664	419,904		2,006,327	
11	06/01/31	82,748,248	78,371,500	42,646,154	12,900,765	216,666,667	1,454,926	1,377,972	749,829		3,582,726	814,759	771,664	419,904		2,006,327	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
	Total (1-12)	1,942,346,155	2,109,038,461	213,230,770	269,999,999	4,534,615,385	34,151,419	37,082,296	3,749,143		74,982,858	19,124,795	20,766,086	2,099,520		41,990,401	
	Total (3-12)	1,001,850,269	2,109,038,461	213,230,770	255,419,846	3,579,539,346	17,615,093	37,082,296	3,749,143		58,446,532	9,864,452	20,766,086	2,099,520		32,730,058	



#### Scheduled J&J Abatement Payments to Wisconsin Local Governments (Net)

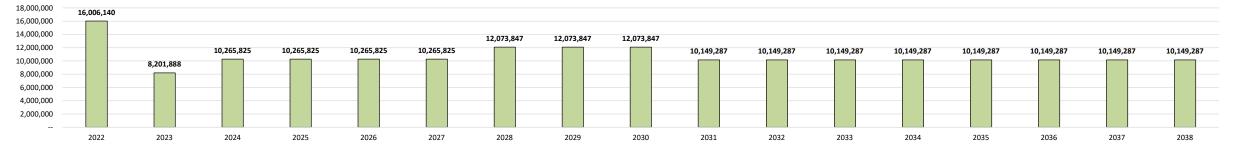


# Distributor Global Settlement Abatement Amount Estimated Scheduled Payments Wisconsin Allocations (State and Net Local Government)

	\$ 18,554,013,691	Distributor Global Settlement Abatement Amount (GSAA)
	1.7582560561%	Total State of Wisconsin Share of GSAA
30%	0.5274768168%	Share of GSAA to State (30% of State Total)
70%	1.2307792393%	Share of GSAA to Local Governments (70% of State Total)
20%	0.2461558479%	Local Government Share - Legal (20% of 70% of State Total)
80%	0.9846233914%	Local Government Share - Remediation (80% of 70% of State Total)

		Dis	tributor Global Se	ttlement Abatemer	nt Amount (GSAA	A)		of Wisconsin Shar	e of GSAA		Local Government Share - Remediation (80% of 70% of State Total)					
			Distributor Globa	I Settlement Abate	ment Amount			Distributor Glob	al Settlement Abat	ement Amount			Distributor Glob	al Settlement Abat	ement Amount	
		McI	Kesson – 38.1%; Ar	merisource – 31.0%;	; Cardinal – 30.9%	6.	McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%.					Mc	Kesson – 38.1%; A	merisource – 31.0%	6; Cardinal – 30.9%.	
							1.7582560561%	1.7582560561%	1.7582560561%			0.9846233914%	0.9846233914%	0.9846233914%		
PMT	Date	Base	Incentive A	Incentive D		Total	Base	Incentive A	Incentive D		Total	Base	Incentive A	Incentive D		Total
1	07/01/22	458,881,128	333,731,730			792,612,858	8,068,305	5,867,858			13,936,164	4,518,251	3,286,001			7,804,252
2	07/15/22	482,261,695	350,735,778			832,997,473	8,479,395	6,166,833			14,646,229	4,748,461	3,453,427			8,201,888
3	07/15/23	482,261,695	350,735,778			832,997,473	8,479,395	6,166,833			14,646,229	4,748,461	3,453,427			8,201,888
4	07/15/24	603,618,827	438,995,510			1,042,614,337	10,613,165	7,718,665			18,331,830	5,943,372	4,322,452			10,265,825
5	07/15/25	603,618,827	438,995,510			1,042,614,337	10,613,165	7,718,665			18,331,830	5,943,372	4,322,452			10,265,825
6	07/15/26	562,304,221	408,948,525	71,361,591		1,042,614,337	9,886,748	7,190,362	1,254,719		18,331,830	5,536,579	4,026,603	702,643		10,265,825
7	07/15/27	562,304,221	408,948,525	71,361,591		1,042,614,337	9,886,748	7,190,362	1,254,719		18,331,830	5,536,579	4,026,603	702,643		10,265,825
8	07/15/28	668,613,860	486,264,626	71,361,591		1,226,240,077	11,755,944	8,549,777	1,254,719		21,560,440	6,583,328	4,787,875	702,643		12,073,847
9	07/15/29	668,613,860	486,264,626	71,361,591		1,226,240,077	11,755,944	8,549,777	1,254,719		21,560,440	6,583,328	4,787,875	702,643		12,073,847
10	07/15/30	668,613,860	486,264,626	71,361,591		1,226,240,077	11,755,944	8,549,777	1,254,719		21,560,440	6,583,328	4,787,875	702,643		12,073,847
11	07/15/31	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
12	07/15/32	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
13	07/15/33	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
14	07/15/34	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
15	07/15/35	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
16	07/15/36	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
17	07/15/37	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
18	07/15/38	555,451,917	403,965,030	71,361,591		1,030,778,538	9,766,267	7,102,740	1,254,719		18,123,726	5,469,110	3,977,534	702,643		10,149,287
	Total (1-12)	10,204,707,530	7,421,605,476	927,700,685		18,554,013,691	179,424,888	130,490,828	16,311,353		326,227,069	100,477,937	73,074,864	9,134,358		182,687,159
	Total (3-12)	9,263,564,707	6,737,137,969	927,700,685		16,928,403,360	162,877,187	118,456,136	16,311,353		297,644,677	91,211,225	66,335,436	9,134,358		166,681,019







		Distributor		Example D	Residual		
		LG Payments	Desired		5.50% AIC	Debt	Pass Through To
PMT	Year	(Excluding 2022)	Coverage	Principal	Interest	Service	Local Gov.
3	2023	8,201,888	1.20x	1,926,455	4,908,452	6,834,907	1,366,982
4	2024	10,265,825	1.20x	3,730,396	4,824,458	8,554,854	1,710,97
5	2025	10,265,825	1.20x	3,914,304	4,640,550	8,554,854	1,710,973
6	2026	10,265,825	1.20x	4,115,108	4,439,746	8,554,854	1,710,97
7	2027	10,265,825	1.20x	4,329,505	4,225,349	8,554,854	1,710,973
8	2028	12,073,847	1.20x	6,065,221	3,996,318	10,061,539	2,012,30
9	2029	12,073,847	1.20x	6,390,014	3,671,525	10,061,539	2,012,30
10	2030	12,073,847	1.20x	6,736,352	3,325,187	10,061,539	2,012,30
11	2031	10,149,287	1.20x	5,496,989	2,960,750	8,457,739	1,691,54
12	2032	10,149,287	1.20x	5,793,826	2,663,913	8,457,739	1,691,54
13	2033	10,149,287	1.20x	6,106,114	2,351,625	8,457,739	1,691,548
14	2034	10,149,287	1.20x	6,440,729	2,017,010	8,457,739	1,691,548
15	2035	10,149,287	1.20x	6,796,257	1,661,482	8,457,739	1,691,548
16	2036	10,149,287	1.20x	7,174,129	1,283,610	8,457,739	1,691,54
17	2037	10,149,287	1.20x	7,575,880	881,859	8,457,739	1,691,54
18	2038	10,149,287	1.20x	8,003,160	454,579	8,457,739	1,691,54
Total	2023-38	166,681,019		90,594,438			27,780,16
				Up Front		l	Residual

Total

71.0%

Notes:

The average borrowing rate in above example is 5.50%, and represents what is believed to be a reasonable estimate as this time. (subject to change)

The actual borrowing rate achievable can be thought of as (i) U.S. Treasury rates, plus (ii) an appropriate "spread" to the risk-free rate.

The higher the borrowing rate the lower the amount of principal (i.e., the lower the amount of up front proceeds) available to the LGs.

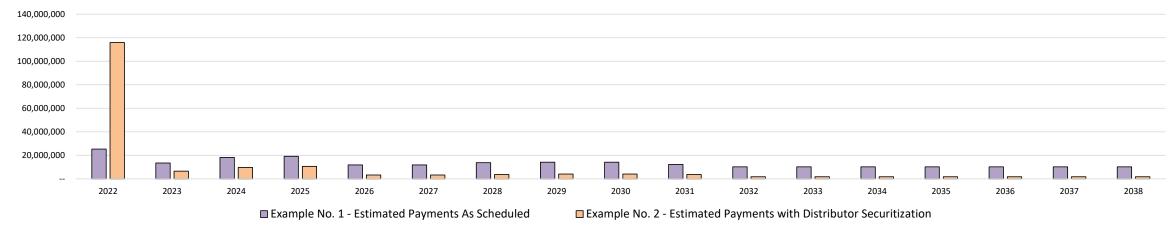
The "cost" of securitization for the LGs is directly related to the "spread" added to UST rates, as the LGs could invest upfront proceeds in USTs (Max. 7 years).



## **Total Local Government Share**

100.000% Share of LG Total (Net of 20% Legal)

		Exam	ple No. 1 - Estimated	Payments As Sched	uled			Example No. 2 - Estimated Payments with Distributor Securitizatio					
		100.000%	100.000%					100.000%	100.000%	100.000%	100.000%		
		Janssen	Distributor	Total	Present Value			Janssen	D	istributor LG Payment	ts	Total	Present Value
		Scheduled	Scheduled	Scheduled	Scheduled PMTs			Scheduled	Scheduled	Securit	ization	Estimated	Estimated PMTs
PMT	Year	LG Payment	LG Payment	LG Payment	Using USTs	PMT	Year	LG Payment	2022 PMTs	Proceeds (Est.)	Residual (Est.)	LG Payment	Using USTs
1	2022	2,778,364	7,804,252	10,582,615	10,582,615	1	2022	2,778,364	7,804,252			10,582,615	10,582,615
2	2022	6,481,979	8,201,888	14,683,867	14,683,867	 2	2022	6,481,979	8,201,888	90,594,438		105,278,304	105,278,304
3	2023	5,188,031	8,201,888	13,389,919	13,113,230	3	2023	5,188,031			1,366,981	6,555,012	6,419,560
4	2024	7,966,022	10,265,825	18,231,847	17,309,400	4	2024	7,966,022			1,710,971	9,676,993	9,187,382
5	2025	8,829,488	10,265,825	19,095,313	17,587,372	5	2025	8,829,488			1,710,971	10,540,459	9,708,087
6	2026	1,575,845	10,265,825	11,841,670	10,599,162	6	2026	1,575,845			1,710,971	3,286,816	2,941,941
7	2027	1,575,845	10,265,825	11,841,670	10,294,437	7	2027	1,575,845			1,710,971	3,286,816	2,857,361
8	2028	1,575,845	12,073,847	13,649,692	11,528,436	8	2028	1,575,845			2,012,308	3,588,153	3,030,529
9	2029	2,006,327	12,073,847	14,080,173	11,550,129	9	2029	2,006,327			2,012,308	4,018,634	3,296,532
10	2030	2,006,327	12,073,847	14,080,173	11,236,624	10	2030	2,006,327			2,012,308	4,018,634	3,207,054
11	2031	2,006,327	10,149,287	12,155,613	9,439,266	11	2031	2,006,327			1,691,548	3,697,874	2,871,531
12	2032		10,149,287	10,149,287	7,670,344	12	2032				1,691,548	1,691,548	1,278,391
13	2033		10,149,287	10,149,287	7,426,685	13	2033				1,691,548	1,691,548	1,237,781
14	2034		10,149,287	10,149,287	7,185,189	14	2034				1,691,548	1,691,548	1,197,531
15	2035		10,149,287	10,149,287	6,946,157	15	2035				1,691,548	1,691,548	1,157,693
16	2036		10,149,287	10,149,287	6,709,874	16	2036				1,691,548	1,691,548	1,118,312
17	2037		10,149,287	10,149,287	6,476,610	17	2037				1,691,548	1,691,548	1,079,435
18	2038		10,149,287	10,149,287	6,246,618	18	2038				1,691,548	1,691,548	1,041,103
	Total	41,990,401	182,687,159	224,677,559	186,586,014		Total	41,990,401	16,006,140	90,594,438	27,780,167	176,371,145	167,491,142
	iotai	41,000,401	102,007,133	224,077,333	100,000,014		iotai	41,000,401	10,000,140	50,554,450	27,780,107	Difference:	19,094,872
												Difference.	89.8%
													09.0%





# Wisconsin Local Government Percentage Allocations

No.	Туре	Unit of Local Gov.	% Allocation
1	County	Adams County	0.327%
2	County	Ashland County	0.225%
3	County	Barron County	0.478%
4	County	Bayfield County	0.124%
5	County	Brown County	2.900%
6	County	Buffalo County	0.126%
7	County	Burnett County	0.224%
8	County	Calumet County	0.386%
9	County	Chippewa County	0.696%
10	County	Clark County	0.261%
11	County	Columbia County	1.076%
12	County	Crawford County	0.195%
13	County	Dane County	8.248%
14	County	Dodge County	1.302%
15	County	Door County	0.282%
16	County	Douglas County	0.554%
17	City	Superior, City	0.089%
18	County	Dunn County	0.442%
19	County	Eau Claire County	1.1779
20	County	Florence County	0.053%
21	County	Fond du Lac County	1.196%
22	County	Forest County	0.127%
23	County	Grant County	0.498%
24	County	Green County	0.466%
24	County	Green Lake County	0.4667
25	County	lowa County	0.2809
26		Iron County	0.2799
	County	,	
28	County	Jackson County	0.236%
29	County	Jefferson County	1.0519
30	County	Juneau County	0.4389
31	County	Kenosha County	3.7129
32	City	Kenosha, City	0.484%
33	City	Pleasant Prairie, Village	0.059%
34	County	Kewaunee County	0.156%
35	County	La Crosse County	1.649%
36	County	Lafayette County	0.1349
37	County	Langlade County	0.3129
38	County	Lincoln County	0.350%
39	County	Manitowoc County	1.403%
40	County	Marathon County	1.259%
41	County	Marinette County	0.503%
42	City	Marinette, City	0.0329
43	County	Marguette County	0.2469
44	County	Menominee County	0.0809
44	County	Milwaukee County	25.220%
45	City	Cudahy, City	0.087%
40		Franklin, City	
	City	· •	0.1559
48	City	Greenfield, City	0.1639
49	City	Milwaukee, City	7.8159
50	City	Oak Creek, City	0.166%
51	City	South Milwaukee, City	0.096%
52	City	Wauwatosa, City	0.309%
53	City	West Allis, City	0.3789
54	County	Monroe County	0.655%
55	County	Oconto County	0.336%
56	County	Oneida County	0.526%
57	County	Outagamie County	1.8369
58	County	Ozaukee County	1.0369
59	County	Pepin County	0.055%
60	County	Pierce County	0.387%
61	County	Portage County	0.7299
62	County	Price County	0.1499
63	County	Racine County	3.2089
64	City	Mount Pleasant, Village	0.1179
65	City	Sturtevant, Village	0.0189
66	City	Union Grove, Village	0.0079
67	City	Yorkville, Town	0.0029
68	County	Richland County	0.2189
69	County	Rock County	2.9479
70	County	Rusk County	0.1599
70	County	Sauk County	1.2269
71	•	•	
	County	Sawyer County	0.2589
73	County	Shawano County	0.4189
74	County	Sheboygan County	1.4109
75	County	St Croix County	0.8299
76	County	Taylor County	0.1599
77	County	Trempealeau County	0.3209
78	County	Vernon County	0.3229
79	County	Vilas County	0.4689
80	County	Walworth County	1.5739
81	County	Washburn County	0.1859
82	County	Washington County	1.9919
83	County	Waukesha County	6.035%
05			
0.4	County	Waupaca County	0.606%
84	Count	Mauchana Carrate	0.0010
85	County	Waushara County	
	County County County	Waushara County Winnebago County Wood County	0.2319 2.1769 0.8429





June 21, 2022

# **Re: MUNICIPAL ADVISOR AGREEMENT**

## Dear Valued Participant:

This letter contains the terms of PMA Securities, LLC's ("PMA") Municipal Advisor Agreement (the "Agreement") for any Wisconsin Local Government, as defined below, who elects to participate in the issuance described below based on the terms of this Agreement (hereinafter "Participant") effective as of the date of this Agreement (the "Effective Date"). The Participant and PMA collectively constitute the "Parties" hereunder.

## BACKGROUND ON ISSUANCE:

- Certain Wisconsin local governments ("Local Governments"), through their counsel, entered into settlement agreements ("Settlement Agreements") with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements.
- The Local Governments entered into a Local Government Memorandum of Understanding ("MOU") to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements (the "Payments") to each of the Local Governments in percentages substantially similar to those identified in the MOU.
- The Settling Defendants are individually considering the securitization of the Payments to occur through a collective financing issued by the Public Finance Authority ("PFA"). The PFA is a governmental entity established under Section 66.0304 of the Wisconsin State Statutes, authorized to issue tax-exempt, taxable, and tax credit conduit bonds for public and private entities throughout all 50 states.
- The PFA has the power to enter into an intergovernmental agreement with each Participant; and the PFA has the ability to issue the securities (the "Securities") pursuant to such agreement; the Participant is contemplating entering into an agreement to sell its receipt of Payments, net of any payment(s) received pursuant to the Settlement Agreements prior to the closing of any Securities, as a source or repayment for the Securities in exchange for an upfront payment (the "Upfront Payment"). In connection with the receipt of the Upfront Payment, the Participant desires to retain a municipal advisor to advise the Participant regarding the issuance of the Securities specifically as it relates to the amount of the Upfront Payment.



- PMA is willing to provide its professional services and its facilities as municipal advisor in connection with an analysis of the Upfront Payment and the issuance of the Securities specifically as it relates to the amount of the Upfront Payment considered and authorized by the Participant during the period in which this Agreement shall be effective.
- The Participant is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board ("MSRB").
- PMA is registered as a municipal advisor with the U.S. Securities Exchange Commission ("SEC") and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Participant, including advice with respect to the issuance of municipal securities. The municipal advisory services described herein are provided by PMA exclusively as a Municipal Advisor as described under MSRB Rule G-3(d).

As a result, PMA will provide municipal advisory services to Participant in the issuance of Securities in accordance with the following terms and conditions:

### SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Participant, PMA agrees to perform the municipal advisory services (hereinafter "Services" or "Scope of Services") stated in the following provisions of this Section I.

## A. <u>Scope of Services</u>.

- 1. <u>Risks and Benefits</u>. Analyze material risks and potential benefits for the Upfront Payment, and the structure and other characteristics of the recommended municipal securities transaction.
- 2. <u>Cash Flow and Analysis</u>. Provide cash flow analysis to the Participant including benefits and sensitivity analysis for the Upfront Payment, evaluate assumptions behind the plan of finance including the impact on debt service coverage and size for residual payments, if any.
- 3. <u>Participant Meetings</u>. Attend meetings, virtually and/or in person amongst the Participant and other participants to discuss risk factors, benefits and assumptions in order to assist the Participant and other participants to determine participation in the Securities transaction. If requested, attend meetings of the governing body of the Participant regarding the Upfront Payment and subject matter related to the Securities.
- 4. <u>Legal Counsel</u>. Maintain liaison with bond counsel, PFA counsel, disclosure counsel and underwriter's counsel in the review of legal documents pertaining to the obligations of the Participant.



- 5. <u>Offering Documents</u>. On behalf of the Participant, review information regarding the Participant in the preliminary and final Official Statements, Offering Memoranda or Term Sheets ("Offering Documents"). PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its partial review of the Offering Document should not be construed as a representation that it has independently verified such information.
- 6. <u>Terms for Securities</u>. Review the recommendations of the working group on behalf of the Participant regarding the Securities under consideration, including such elements as the date of issue, interest payment dates, rating, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Participant. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Participant, including the lowest interest cost consistent with all other considerations.
- 7. <u>Market Information</u>. Advise the Participant of current bond market conditions, other related forthcoming bond issues, economic data and other market information, which might normally be expected to influence interest rates or bidding conditions including the spread to U.S. Treasury obligations likely based on the credit of Settling Defendants. Additionally analyze the potential impact to the Participant regarding the rating strategy recommended by the municipal advisor and underwriter to the PFA, and the approach methodology employed by the rating agency(s).
- 8. <u>Pricing</u>. Advise the Participant as to the fairness of the prices/yields offered by the underwriter(s).
- 9. <u>Review of Third Party Recommendations</u>. Review of a recommendation of another party if requested by the Participant if the request is within the Scope of Services. PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or municipal financial product is or is not suitable for the Participant. In addition, PMA will inform the Participant of:
  - (1) PMA's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;
  - (2) The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Participant; and
  - (3) Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Participant's objectives.



B. <u>Limitations on Services</u>. The Services are subject to the following limitations:

- 1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
- 2. PMA is not responsible for certifying as to the accuracy or completeness (including the accuracy or completeness of any description of the Participant's compliance with its continuing disclosure obligations) of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.
- 3. Other than the services described under Section A.6., PMA will not review or prepare the Offering Documents for an issuance of Securities.
- 4. The Services do not include tax, legal, accounting or engineering advice with respect to the Securities, services not related to an issuance of municipal securities or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.
- 5. PMA will not negotiate fees or send out a request for proposal for legal services including issuer counsel, bond counsel or disclosure counsel; and services for underwriting, trustee, escrow, verification agent or other services related to the issuance of the Securities.
- 6. PMA will not make recommendations to the PFA or Participant as to the advisability of obtaining a credit rating and/or insurance for the Securities.
- 7. Dissemination Agent services for continuing disclosure are not included under this Agreement. Dissemination Agent services include, for example, annual financial information and annual financial statement filings to the MSRB via EMMA.
- 8. PMA will not coordinate the efforts of the working group for closing the Securities, which typically includes the Participant, Issuer, Issuer Financial Advisor, underwriter, bond counsel, and other counsel, as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Participant.

C. <u>Amendment to Scope of Services</u>. The Scope of Services may be amended as set forth in Section VII.D. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.



## SECTION II COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Participant acknowledges that PMA has regulatory duties as municipal advisor to the Participant, and the Participant agrees to cooperate, and to cause its agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Participant agrees that, to the extent the Participant seeks to have PMA provide advice with regard to any recommendation made by a third party in accordance with Section I.B.3, the Participant will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

# SECTION III TERM OF AGREEMENT

The terms of this Agreement are effective as of the Effective Date and shall remain in effect, unless earlier terminated by PMA or at the direction of the Participant pursuant to the following section, until the closing of the Securities. This Agreement may be renewed for a maximum of three (3) years beyond the Effective Date of this Agreement.

## SECTION IV TERMINATION

In the event the issuance of Securities is terminated by PFA, then this Agreement will be deemed terminated. PMA as municipal advisor for all Participants shall be paid in accordance with Section V. In the event that the Participant desires to retain a supplemental municipal advisor, the Participant shall be wholly responsible for any payments due and owing to the supplemental advisor. The provisions of Section VI.B. shall survive any termination of this Agreement pursuant to this Section IV or the expiration of the term of this Agreement pursuant to Section III.

# SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

A. <u>Compensation</u>. The fees due to PMA for the Scope of Services set forth and described in Section I of this Ågreement shall be \$1.00 per \$1,000 of par amount with a minimum fee of \$85,000. The fees shall be allocated on a pro rata basis among each Participant in the Securities. Such fees, for which PMA is entitled to be paid, shall become due and payable concurrently with the delivery of the Securities to the purchaser. PMA's fee is payable by the PFA from the proceeds of the Securities and no fee shall be due to PMA unless the Securities close.

As set forth in PMA's *Municipal Advisor Disclosure Statement*, PMA notes that this Agreement involves contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of



minimum fees, if any. However, this recommendation would be made only if the benefits exceed the costs. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

## B. PFA and Participant Expenses.

Customary fees and expenses incident to a sale are payable by the PFA. These fees and expenses, depending upon the final structure, can include fees for the PFA, underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, and verification agent.

## SECTION VI DISCLOSURES

A. <u>Disclosures</u>. The *Municipal Advisor Disclosure Statement*, and each delivery thereof, as provided from time to time, shall be incorporated by reference into this Agreement as of the date thereof to the same extent as if set forth herein. As set forth in the enclosed *Municipal Advisor Disclosure Statement*, PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to institutional clients, including municipal advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as a municipal advisor to the Participant in connection with the issuance of the Securities. PMA receives additional fees for the services used by the Participant, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Participant and with institutions of which the Participant may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Participant with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history, and by moving forward with this issuance, the Participant acknowledges that PMA has provided the Participant with the *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document will also specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that PMA files with the SEC and a brief explanation regarding the materiality of the change or addition.



As stated in the Background section to this Agreement, PMA is serving as the municipal advisor to the Participants and not to PFA which is intended to be the issuer of certain of the proposed securities. Representing more than one Participant in the Issuance could cause a conflict of interest. At the present time, it appears the interests of the Participants are aligned, but if a conflict does arise between the Participants, PMA will send the Participants a supplemental conflict disclosure relating to this arrangement.

B. <u>Scope of Liability</u>. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Participant agrees that PMA shall not be liable to the Participant for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.B. of this Agreement, relating to the services included in the Limitations on Services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Participant, other Participants or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Participant arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the IRS in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

## SECTION VII MISCELLANEOUS

A. <u>Choice of Law</u>. This Agreement shall be construed and given effect in accordance with the laws of the state in which the Participant is located without regard to conflict of law principles.

B. <u>Binding Effect: Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Participant and PMA, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. <u>Prior Agreement or Documentation</u>. Each party acknowledges and agrees that the provisions of this Agreement modify and supersede any prior agreement or documentation with regards to the issuance of the Securities ("Prior Documentation"). The provision(s) set forth in this Agreement shall control in the event that any provision(s) of this Agreement conflict with any provision(s) contained in any Prior Documentation.



D. <u>Entire Agreement</u>. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each party hereto. The form of this modification may include an email acknowledged by each party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

E. <u>Representation of Other Participants in the Transaction</u>. PMA understands that in connection with the issuance of the Securities, the Participant will be acting together with other participants, and that there will be an intergovernmental agreement governing the relationship between all participants and the PFA PMA serves as municipal advisor to other participants in this transaction, and PMA owes each of its municipal advisory clients a fiduciary duty.

F. <u>Agreement/Documentation and Disclosures</u>. This Letter Agreement/Documentation is being provided under MSRB Rule G-42(b) and (c) and, to the extent applicable, MSRB Rule G-23.

Participant has adopted or will adopt a resolution pursuant to the requirements of the Local Government, that in part affirms its intention to participate in the issuance. Participant's election to participate in the Issuance as a Participant constitutes acceptance of the terms of this Agreement.

Sincerely,

PMA Securities, LLC

Michele Wiberg (Jun 21, 2022 09:47 CDT) Bv:

Michele Wiberg Senior Vice President

Jim Davis (Jun 21, 2022 09:55 CDT) By:

James O. Davis Chief Executive Officer Jun 21, 2022

Date:

## PMA Use Only:

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

Robert E. Lewis III

Jun 21, 2022

December 2021



## PMA SECURITIES, LLC MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This Disclosure Statement is being provided by PMA Securities, LLC ("Municipal Advisor" or the "Firm") to you as a Municipal Entity Client (the "Client") at the earlier of at or prior to engaging in municipal advisory activities with you or providing you with engagement documentation or an agreement between Municipal Advisor and you (the "Agreement"), or as an update to an earlier Disclosure Statement provided to you. The Disclosure Statement or Disclosure Statement update, as applicable, is dated as of the date reflected above. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii) and client education and protection disclosures required to be disclosed pursuant to MSRB Rule G-10.

#### PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

*Material Conflicts of Interest* – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

**General Mitigations** – As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. In addition, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and adherence to its fiduciary duty. Furthermore, Municipal Advisor's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests.

**Background/General Mitigations** - PMA Securities, LLC is a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, the Firm generally provides fixed income brokerage services, distribution services and public finance services to municipal entity clients, including financial advisory services and advice with respect to the investment of proceeds of municipal securities.

The Firm is wholly owned by PMA Acquisition, LLC, which is wholly owned by PMA Intermediate Holdings, LLC, which is owned primarily by PMA Equity Aggregator, LLC ("PMA Equity Aggregator"), which is owned primarily by Estancia Fund II PMA Aggregator, LLC, which is wholly owned by Estancia Capital Partners Fund II, L.P. (the "Estancia Fund"). The Estancia Fund is advised by Estancia Capital Markets, LLC ("Estancia"), an investment adviser registered with the SEC, and is controlled by an affiliate. The Firm does not believe its relationship with Estancia or any of these entities creates a material conflict of interest with the Firm's municipal advisory business.

Municipal Advisor is affiliated with PMA Financial Network, LLC, a financial services provider, and Prudent Man Advisors, LLC, (d/b/a PMA Asset Management) an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are collectively referred to in this

disclosure as the "PMA Affiliates or Affiliates." Each of these Affiliates also provides services to municipal entity clients and the Firm and Affiliates market the services of the other Affiliates. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies. Additionally, the Firm or its Affiliates may provide pricing discounts or bundled pricing for the use of services across multiple Affiliated companies.

As an additional mitigating factor, Municipal Advisor and its PMA Affiliates do not compensate staff with transaction-based compensation, including for sales activity or referrals. Instead, most Municipal Advisor and PMA Affiliate personnel are paid a salary and discretionary bonus based on the combined profitability of the PMA Affiliates and individual performance. Some staff have a series of goals, a portion of which include growing assets and annual revenue for the PMA Affiliates, for which they would receive additional compensation. In addition, some management personnel are compensated in part based on the profitability of an office or business unit for which they have responsibility, but no personnel receive compensation that is specifically based on transactions that they generate or recommend. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below. Moreover, if any conflict cannot be properly managed or mitigated, the Municipal Advisor will not engage in that municipal advisory relationship.

I. Municipal Advisory Business. Municipal Advisor provides certain municipal advisory services to or on behalf of municipal entity clients such as Client that Client may elect to utilize. These services include financial advisory services, under which Municipal Advisor provides advice with respect to the issuance of municipal securities, services relating to the investment of proceeds of municipal securities and financial projections with limited municipal advisory services. If you elect to retain Municipal Advisor to provide financial advisory services, and you elect to retain Municipal Advisor to provide advice with respect to the investment of proceeds of municipal securities, you will sign a separate agreement with Municipal Advisor regarding the terms of each advisory engagement and an omnibus agreement for the investment of bond proceeds, and Municipal Advisor will earn a fee for each service as set forth in the applicable agreement or fee schedule/disclosure document. Municipal Advisors providing these two distinct types of services creates an incentive for Municipal Advisor, when acting in a financial advisory capacity, to recommend a transaction that results in a greater amount of bond proceeds, or proceeds available for investment for a longer duration, because of the possibility that Municipal Advisor, in providing advice with respect to the investment of bond proceeds, would receive additional compensation. To mitigate this conflict, in the event that Municipal Advisor makes a recommendation as a financial advisor to any client either retaining or considering to retain the Firm for investment of such bond proceeds that could influence the amount to be invested, Municipal Advisor will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with Municipal Advisor. In addition, different products or different structures have different fees. A recommendation to invest in certain products or structures with higher fees will result in Municipal Advisor earning higher fees. In mitigation, Municipal Advisor will review the structure or portfolio construction, as applicable, in an effort to ensure that the recommendations are in the best interest of the Client.

If you elect to retain Municipal Advisor to provide financial advisory services, and you elect to retain Municipal Advisor to produce financial projections with limited municipal advisory services, you will sign a separate agreement with Municipal Advisor regarding the terms of each engagement, and Municipal Advisor will earn a fee for each service as set forth in the applicable agreement. Municipal Advisors providing these two distinct types of services creates an incentive for Municipal Advisor, when providing financial projections, to generate projections with assumptions that result in an outcome that enhances the likelihood the Client could issue a financing payable from such operating fund(s) ("Operating Financing"). To mitigate this conflict, in the event that Municipal Advisor produces financial projections that demonstrates the Client could service an Operating Financing and/or makes a recommendation the Client could service an Operating Financing, the Municipal Advisor will create a sensitivity analysis for key variables, which will be presented to Client along with the impact that the sensitivity analysis has on the ability of the Client to service the Operating Financing. In addition, the specific advisor assigned by Municipal Advisor will have such presentation reviewed by a municipal advisor principal.

II. <u>Broker-Dealer Business</u>. Municipal Advisor is a broker-dealer which engages in a broad range of securitiesrelated activities to service its clients in addition to serving as municipal advisor. In addition, such securitiesrelated activities, which may include but are not limited to the buying and selling of new issue and outstanding securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor's effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Municipal Advisor that operate independently from Municipal Advisor's public finance municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under the public finance Agreement. Further, Municipal Advisor's policies prohibit it from purchasing or selling municipal securities of a Client for itself or clients in the primary market when Municipal Advisor acted as the financial advisor on the transaction.

**III.** <u>Affiliate Conflict</u>. Municipal Advisor's Affiliates provide certain other services to or on behalf of municipal entity clients such as Client, or to local government investment pools ("LGIPS") of which Client may be a participant. Some or all of these may relate to or affect Municipal Advisor's activities within the Scope of Services under the Agreement.

**PMA Asset Management-** as the Advisory Affiliate provides investment advisory services to municipal entity clients such as Client and to LGIPS of which Client may be a participant. In the event Client is also a client of the Advisory Affiliate, the Advisory Affiliate will earn investment advisory fees as set forth in the advisory agreement between the Advisory Affiliate and Client. Moreover, the Advisory Affiliate will earn an advisory fee for management of the LGIP assets as set forth in the applicable Information Statement. In addition to the general mitigations reflected above, if these services relate to the investment of bond proceeds through the investment adviser, the potential conflict for PMA Asset Management is mitigated by the fact that the Advisory Affiliate is subject to its own comprehensive regulatory regime as an investment adviser under the Investment Advisers Act of 1940. Further, the Advisory Affiliate's procedures prohibit it from purchasing or selling municipal securities of a Municipal Advisor Client for tiself or clients in the primary market when Municipal Advisor acted as the financial advisor on the transaction.

**PMA Financial Network-** serves as administrator, providing transfer agent and fund accounting services for LGIPs of which Client may be a participant and PMA Financial Network also provides fixed rate investment services for municipal entity clients. PMA Financial Network earns an administration fee based on a percentage of the average daily net assets under administration for the applicable LGIP and earns a mark-up/transaction fee for its fixed rate investments per the applicable fee schedule. Thus, Client may be a participant in an LGIP and may purchase fixed rate investments through PMA Financial Network for its operating funds. PMA Financial Network also provides services that help municipal entity clients identify its cash flow and periods of financing needs through its Cash Flow analysis. In providing the Cash Flow analysis, PMA Financial Network has an incentive to recommend a course of action resulting in the need for a financing resulting in an increase in the level of Client's business activities with Municipal Advisor, or to validate or support a cash flow plan proposed for financial advisory services. Representatives of the Affiliates making any such recommendations are either associated with the Municipal Advisor as a Municipal Advisor Representative.

In addition to the general mitigations above, these considerations are mitigated by the fact that the municipal entity clients are providing their financial data for the cash flow model in order to generate the results. If the Cash Flow analysis generated for a client indicates a need for financing, representatives of PMA Financial Network recommending that a client engage Municipal Advisor in connection with the financing have a conflict of interest in making these recommendations because of the potential benefit to Municipal Advisor, which is affiliated with the entity. In each case, the recommendation of Municipal Advisor by an Affiliate's representative is made by a person registered as a municipal advisor representative with Municipal Advisor, and therefore subject to the regulatory requirements under municipal advisor rules and registrations. Moreover, in the event that Municipal Advisor is making a recommendation to Client based on the Cash Flow analysis by an Affiliate, Municipal Advisor will review the analysis to validate support for the recommendation.

**Estancia Affiliates.** As a result of being under control of an affiliate of Estancia, the Firm is also affiliated with each of the following: (i) Estancia GP II, L.P., the general partner of the Estancia Fund, (ii) Estancia GP, LLC, the general partner to a private fund advised by Estancia and (iii) each of the following entities that is owned by a

private investment vehicle under the control of an affiliate of Estancia: (a) North Square Investments, LLC, (b) Snowden Capital Advisors LLC, (c) Snowden Account Services LLC, (d) Snowden Insurance Services, LLC, (e) Sapience Investments, LLC, (f) Abel Noser, LLC, (g) CSM Advisors LLC, (h) Geneva Capital Management LLC, and (i) Zeno An Solutions, LLC. The Firm does not believe that its affiliation with any of the foregoing creates a material conflict of interest with its municipal advisory business as we do not provide services to any Estancia Affiliate clients, or otherwise share personnel or offices. However, in the event you have any relationship with the foregoing entities, please advise the Firm so we may review for any potential conflict from your relationship.

**IV.** <u>Payments to Obtain/Retain Business</u>. Municipal Advisor does not retain any firms to obtain or retain Client's municipal advisory business under the Agreement as a municipal advisor registered under the Securities Exchange Act of 1934. However, representatives of Affiliates of Municipal Advisor (who are also associated with the Firm as a Municipal Advisor Representative) that are providing non-municipal advisory services to a client may recommend that the client engage Municipal Advisor to provide municipal advisory services. These representatives are not compensated for such recommendations, however, the representatives receive compensation from the Municipal Advisor and its Affiliates based on the overall profitability of the Municipal Advisor and its PMA Affiliates and the individual performance of the employee as outlined in the Background section of this disclosure.

In addition, Municipal Advisor has several independent contractor municipal advisor representatives that, among other things, solicit school districts and other units of local government on behalf of PMA to become financial advisory or dissemination agent clients of the Firm. In this role, these independent contractors receive compensation based on the revenues earned by the Firm from those clients solicited by the independent contractor. The compensation can be structured as a percentage of revenue or a discretionary bonus.

These relationships create an incentive for the representatives who are also associated with Municipal Advisor to recommend that a client hire Municipal Advisor given this additional compensation without regard to whether doing so is in the client's best interests. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such association, in that knowledge of such association can be considered by Client in determining whether the recommendation by the Affiliate or independent contractor was biased. Furthermore, Firm Public Finance principals will review for the appropriateness of this recommendation, and the terms, timing and structure of these relationships under the regulatory requirements. Finally, this potential conflict is mitigated by the fact that the personnel are also registered as Municipal Advisor Representatives of Municipal Advisor and therefore subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

V. <u>Fee-Splitting Arrangements</u>. With respect to the investment of proceeds of municipal securities, Municipal Advisor has paid a portion of the fee it has received from Client for services under the Agreement to several third parties ("Third Party" or "Third Parties") in connection with municipal advisory investment services provided by Third Party to Client. Municipal Advisor and its Affiliates pay a Royalty and Sponsorship fee to LGIP Funds, various associations that sponsor such LGIP Funds as well as associations such as the Independent Community Bankers of America. These royalty fees are generally paid for the right and license to use the names and logos of such organizations to denote their sponsorship of the LGIP and PMA Affiliates, or for marketing to their membership. These royalty fees to associations or sponsors, which are typically based on total assets under administration in the LGIP, including assets in an associated fixed income investment program, are disclosed in the applicable Fund's Information Statement. In other instances, they may be based on a transaction fee for investments provided by their membership. In addition, the Firm pays third party brokerage fees for placement of fixed income deposit products. These fees are paid from the gross rate, and are only offered to Clients in the event the net rate exceeds rates by other providers.

Municipal Advisor's payment of royalty fees to Third Parties creates an incentive on the part of the recipients to recommend that a particular participant in an LGIP (an "LGIP Client") hire Municipal Advisor whether or not hiring Municipal Advisor is in the best interests of the LGIP Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the fact that in many instances, the LGIP directed the royalty fee, thereby obviating the potential for the payment to influence either party's loyalty. This conflict of interest is also mitigated by the fact that the royalty payments are disclosed in the applicable LGIP's Information Statement, or disclosure to LGIP Client of such payment, in that knowledge of such fees can be considered by Client in determining whether Municipal Advisor or the Third Party have competing loyalties to others besides Client. In addition, the mitigations described below with respect to Compensation-Based Conflicts also generally serve to

mitigate this potential conflict of interest. Finally, with respect to third party transaction fees, these transaction fees will be disclosed as requested, may be calculated from the confirmation, and are only offered if they exceed the net rates offered by other providers.

VI. <u>Compensation-Based Conflicts</u>. The fees due for municipal advisory activities may be contingent on the size or closing of the transaction as to which Municipal Advisor is providing advice. While this form of compensation is customary in the municipal securities market, it presents a conflict because it creates an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. With respect to advice regarding the investment of proceeds of municipal securities, it creates an incentive to recommend the purchase of investments which would result in higher fees to the Firm (including the conflict from different product fees discussed in Section I above). This conflict of interest is mitigated by the general mitigations described above. In addition, Municipal Advisor has implemented policies and procedures designed to ensure that recommendations are suitable and in the best interest of the clients, are based on factors other than fees to the Firm and that the Municipal Advisor not receive excessive compensation.

VII. <u>Other Municipal Advisor Relationships</u>. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. Among others, the Firm acts as a financial advisor or bond proceeds investment provider to numerous municipal entity clients, and at any given time a particular municipal advisor representative for Municipal Advisor may be involved in numerous different transactions in different capacities. Accordingly, these Municipal Advisor Representatives have a conflict of interest in allocating their time and activity between clients. Municipal Advisor's compensation varies for different transactions, and municipal advisor representatives have an incentive to devote more of their time and attention to transactions for which Municipal Advisor receives greater compensation. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor sometimes faces a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.

Fees charged to Municipal Advisor clients can and do differ, and may be negotiated, based on the services for the engagement, issuance size, market conditions, geographic location, client type, LGIP or other restrictive requirements, account size, asset class, product type, specific investment strategy utilized, whether a preexisting relationship is present, complexity, expansion of business to new locations or client base, state presence and other competitive reasons, and other special circumstances or requirements. Nonetheless, the fees charged are considered in light of the regulatory duties owed to all Municipal Advisor clients.

VIII. <u>Secondary Market Transactions in Client's Securities</u>. The Firm, in connection with its sales and trading nonmunicipal advisory activities, may acquire securities in a riskless principal transaction, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities as a principal transaction and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its Affiliates may submit orders for and acquire Client's securities issued in an issue under the Agreement from other broker-dealers provided it is not in the primary market, for the accounts of its customers in a riskless principal capacity. This activity results in a conflict of interest with Client in that it creates the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bonds in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's public finance municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under the Agreement.

IX. <u>Charitable Contributions at Request of Client Personnel</u>. While we do not believe that the following creates a conflict of interest on the part of Municipal Advisor, we note that Municipal Advisor often makes contributions to charitable organizations, or to fundraisers for such charitable organizations, including foundations associated with our Clients, at the request of personnel of Client. Municipal Advisor believes that contributions to charitable organizations are important philanthropic contributions to society and the goals of our Clients but nonetheless

recognizes that it could be viewed as a potential conflict of interest and potentially subject to rules limiting participation. If Client desires specific information on charitable contributions that may have been made with respect to a charitable organization at the request of its personnel, upon written request of Client, Municipal Advisor will provide such information to Client and Client may wish to consider such information to determine if it has any impact on how it conducts its activities with Municipal Advisor under the Agreement. Moreover, in certain circumstances, Municipal Advisor may deem it appropriate to provide a specific disclosure to the Client of the related contribution at the request of client personnel.

X. <u>Other Conflicts of Interest</u>. To the extent there are other conflicts specific to Client, they will be set forth in the Agreement or in a supplemental disclosure.

\* \* \* \* \*

#### PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. <u>Material Legal or Disciplinary Event</u>. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. <u>How to Access Form MA and Form MA-I Filings</u>. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are currently available on the SEC's EDGAR system at <u>http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001773083</u>. The filings may also be accessed on the SEC's EDGAR system by searching by name (PMA Securities, LLC) or by CIK (0001773083).

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <a href="http://brokercheck.finra.org">http://brokercheck.finra.org</a>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 30397. Further, the Form ADV for Prudent Man Advisors, LLC d/b/a PMA Asset Management, LLC, as an affiliate of Municipal Advisor, is publicly accessible at the Investment Adviser Public Disclosure website at <a href="http://www.adviserinfo.sec.gov">http://www.adviserinfo.sec.gov</a> by searching for "Prudent Man Advisors" or "PMA Asset Management."

III. <u>Most Recent Change in Legal or Disciplinary Event Disclosure</u>. The date of the last change in legal or disciplinary event disclosure was on a Form MA-I filed on May 17, 2021, terminating a Form MA-I filed on March 18, 2021 for a municipal advisor representative.

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#### ADDITIONAL DISCLOSURES APPLICABLE TO CERTAIN ILLINOIS CLIENTS

**Township Treasurer Affiliation and Consulting Business Conflicts.** Dr. Robert G. Grossi, a municipal advisor representative associated with the Municipal Advisor, also serves as treasurer for the Bloom Township Trustees of Schools. In the capacity of treasurer, Dr. Grossi is employed by, supervised by and retained by the Board of Trustees of such office. A treasurer of a Township Trustees of Schools has limited statutory duties to the school districts under the jurisdiction of said office. Municipal Advisor will manage and mitigate this conflict by restricting investments in municipal securities made by Dr. Grossi for the Township entities for any issuance in which the Firm serves as Financial Advisor in the primary market. In addition, the Firm will review the investments of such Township entities to confirm compliance with this requirement and Dr. Grossi is subject to additional restrictions under PMA's Code of Ethics for his securities transactions for his personal accounts and those of other entities under his control. In addition, this Conflict will be managed by adherence to the fiduciary duty which we owe to municipal entities which require us to put the interest of the municipal entity ahead of our own.

Dr. Grossi also owns and controls a consulting company called Illuminate, Inc. (Dr. Grossi and Illuminate are collectively referred to herein as "Consultant") which provides non-municipal advisory consulting services to municipal entities in the State of Illinois, and for which he receives compensation for those non-municipal advisory services. This entity was formerly known as Crystal Financial Consultants, Inc., which was registered as a municipal advisor firm. He now serves as a municipal advisor representative of the Firm, in which he assists in the transition of his former municipal advisory clients which were assigned to the Firm as part of an asset purchase agreement, and further solicits his former clients and other school district and other units of government to become clients of the Firm. In that role, he is compensated for his municipal advisory services to the Firm. Moreover, as the Firm and its affiliates refer business to Consultant for which the Firm or its affiliate would be paid a fee for any revenues earned by Consultant, providing an incentive for Consultant to make referrals to the Firm in order to receive more referrals from the Firm.

These relationships create an incentive for the representative who is also associated with Municipal Advisor to recommend that a client hire Municipal Advisor given this additional compensation without regard to whether doing so is in the client's best interests. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such association, in that knowledge of such association can be considered by Client in determining whether the recommendation by the independent contractor was biased. Furthermore, Firm Public Finance principals will review for the appropriateness of this recommendation, and the terms, timing and structure of these relationships under the regulatory requirements. Finally, this potential conflict is mitigated by the fact that the representative is also registered as Municipal Advisor Representative of Municipal Advisor and therefore subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

In addition, if you retained Consultant to produce financial projections which results in a recommendation to retain the Firm as financial advisor, you will sign a separate agreement with Consultant regarding the financial projections for which it will be paid a fee and will sign an agreement with Municipal Advisor regarding the terms of each engagement, and Municipal Advisor will earn a fee for each service as set forth in the applicable agreement. This creates an incentive for Consultant when providing financial projections, to generate projections with assumptions that result in an outcome that enhances the likelihood the entity could issue a financing payable from such operating fund(s) ("Operating Financing"), resulting in a revenue to the Municipal Advisor from which Dr. Grossi earns additional compensation. To mitigate this conflict, in the event that Consultant produces financial projections that demonstrates the entity could service an Operating Financing and/or makes a recommendation the entity could service an Operating Financing. The Municipal Advisor will create or request Consultant to create a sensitivity analysis for key variables, which will be presented to Client along with the impact that the sensitivity analysis has on the ability of the Client to service the Operating Financing. In addition, the specific advisor assigned by Municipal Advisor will have such presentation reviewed by a municipal advisor principal.

#### PART C - Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

#### MSRB Rule G-10: Investor and Municipal Advisory Client Education and Protection Disclosures

MSRB Rule G-10(a) requires that each broker-dealer and municipal securities dealer shall, once every calendar year, provide to each customer for whom a purchase or sale of a municipal security was effected or who holds a municipal securities position, the following items of information:

- (i) The broker-dealer is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board;
- (ii) An investor brochure is available and posted on the website of the Municipal Securities Rulemaking Board at <u>www.msrb.org</u>; that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-10(d) requires that each municipal advisor provide the following items of information:

- (i) Municipal Advisor is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board;
- (ii) The website address for the Municipal Securities Rulemaking Board is <u>www.msrb.org</u>;
- (iii) A municipal advisory client brochure is available and posted on the website of the Municipal Securities Rulemaking Board that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority



#### Projected WI LG Settlement Payments (Net of 20% for Legal) Ex. No. 1 - As Scheduled (No Securitization) Ex. No. 2 - Distributor Payments Partially Securitized

## West Allis, City 0.378% Share of LG Total

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		Example No. 1 - Estimated Payments As Scheduled						Example No.	2 - Estimated Paymer	nts with Distributor Se	curitization		
		0.378%	0.378%					0.378%	0.378%	0.378%	0.378%		
		Janssen	Distributor	Total	Present Value			Janssen		istributor LG Payment		Total	Present Value
		Scheduled	Scheduled	Scheduled	Scheduled PMTs			Scheduled	Scheduled	Securiti		Estimated	Estimated PMTs
PMT	Year	LG Payment	LG Payment	LG Payment	Using USTs	PMT	Year	LG Payment	2022 PMTs	Proceeds (Est.)	Residual (Est.)	LG Payment	Using USTs
1	2022	10,502	29,500	40,002	40,002	1	2022	10,502	29,500			40,002	40,002
2	2022	24,502	31,003	55,505	55,505	2	2022	24,502	31,003	342,447		397,952	397,952
3	2023	19,611	31,003	50,614	49,568	3	2023	19,611			5,167	24,778	24,26
4	2024	30,112	38,805	68,916	65,430	4	2024	30,112			6,467	36,579	34,72
5	2025	33,375	38,805	72,180	66,480	5	2025	33,375			6,467	39,843	36,69
6	2026	5,957	38,805	44,762	40,065	6	2026	5,957			6,467	12,424	11,12
7	2027	5,957	38,805	44,762	38,913	7	2027	5,957			6,467	12,424	10,80
8	2028	5,957	45,639	51,596	43,577	8	2028	5,957			7,607	13,563	11,45
9	2029	7,584	45,639	53,223	43,659	9	2029	7,584			7,607	15,190	12,46
10	2030	7,584	45,639	53,223	42,474	10	2030	7,584			7,607	15,190	12,12
11	2031	7,584	38,364	45,948	35,680	11	2031	7,584			6,394	13,978	10,85
12	2032		38,364	38,364	28,994	12	2032				6,394	6,394	4,83
13	2033		38,364	38,364	28,073	13	2033				6,394	6,394	4,67
14	2034		38,364	38,364	27,160	14	2034				6,394	6,394	4,52
15	2035		38,364	38,364	26,256	15	2035				6,394	6,394	4,37
16	2036		38,364	38,364	25,363	16	2036				6,394	6,394	4,22
17	2037		38,364	38,364	24,482	17	2037				6,394	6,394	4,08
18	2038		38,364	38,364	23,612	18	2038				6,394	6,394	3,93
	Total	158,724	690,557	849,281	705,295		Total	158,724	60,503	342,447	105,009	666,683	633,11
												Difference:	72,17
													89.8
500,000													
450,000													
400,000													
350,000													
300,000													
250,000													
200,000													
150,000													
100,000													

Example No. 2 - Estimated Payments with Distributor Securitization

 $\square$  \_

Example No. 1 - Estimated Payments As Scheduled

PMA Securities, LLC

06/20/22

50,000

#### CITY OF WEST ALLIS RESOLUTION R-2022-0554

#### RESOLUTION TO AMEND THE TERMS AND CONDITIONS FOR AN ECONOMIC DEVELOPMENT LOAN TO MIKE 7, LLC. DOING BUSINESS AS FOURTH-N-LONG, LOCATED AT 8911 W. NATIONAL AVENUE

WHEREAS, on February 1, 2022, Resolution-R-2022-0042 the Common Council approved a forgivable loan with Michael G. Lange, owner of Mike 7, LLC, d/b/a 4th-N-Long, a limited liability corporation created under the laws of Wisconsin received a loan from the City of West Allis in the amount of Fifty-Eight Thousand and 500/100 Dollars (\$58,500), under the National Avenue Commercial Corridor InStore Forgivable Loan Program, for equipment and inventory for the remodeling of the business located at 8911 W. National Ave., West Allis; and,

**WHEREAS**, the project costs were significantly higher than projected and Mike 7, LLC has approval for an additional loan from their lender for \$130,000. Given the amount of this loan the SBA is requiring that it be placed in 3rd collateral position which would push the City's collateral position back from 3rd to 4th; and,

WHEREAS, given the increased cost of construction and the major investment that the applicant has put into this property, staff recommends approval to amend the Forgivable Loan between the City of West Allis and Mike 7, LLC to move the City from the 3rd Collateral position to the 4th Collateral position.

**NOW THEREFORE,** BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the amendment of the terms and conditions for an Economic Development Loan to Mike 7, LLC. doing business as Fourth-N-Long, located at 8911 W. National Ave.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

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

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

BE IT FURTHER RESOLVED that the Economic Development Executive Director is authorized to modify the terms of the loan agreement or documents if within the original intent of the loan or will help the business to achieve the goals of the loan.

BE IT FURTHER RESOLVED that this loan is funded by the Community Development Block Grant Program.

**SECTION 1:** <u>ADOPTION</u> "R-2022-0554" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

#### BEFORE ADOPTION

R-2022-0554 (Non-existent)

#### AFTER ADOPTION

R-2022-0554(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		Presidi	ng Officer	

Rebecca Grill, City Clerk, City Of West Allis

Dan Devine, Mayor City Of West Allis

#### CITY OF WEST ALLIS ORDINANCE O-2022-0117

#### ORDINANCE TO AMEND THE ZONING MAP FOR CERTAIN PROPERTIES ALONG WEST BECHER STREET AND WEST NATIONAL AVENUE IN ALIGNMENT WITH THE 2040 COMPREHENSIVE PLAN

#### **AMENDING SECTION 19.01**

**WHEREAS,** for the purpose of promoting the health, safety, morals or the general welfare of the community, the common council may divide the city into districts of such number, shape, and area as may be deemed best suited to carry out the purposes of Wis. Stat. 62.23; and

**WHEREAS**, the council finds that the amendments within this ordinance shall be in accordance with the comprehensive plan; and

WHEREAS, the amendments within this ordinance have been submitted to the city plan commission for recommendation and report, published as a class 2 notice, and the subject of a public hearing;

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

The zoning map is hereby amended to rezone the subject properties (inclusive of adjacent right-of-way), along portions of West Becher Street and West National Avenue in alignment with the 2040 comprehensive plan. The subject properties are described in Exhibit A.

**SECTION 1:** <u>AMENDMENT</u> "19.01 Zoning Map" of the City Of West Allis Municipal Code is hereby *amended* as follows:

#### AMENDMENT

19.01 Zoning Map

The locations and boundaries of the zoning districts in the City are established and set forth on the Official Zoning Map. The map may be amended by the common council pursuant to <u>Wis.</u> <u>Stat. 62.23</u>. The current Official Zoning Map shall be kept on file in the office of the City Clerk and shall be available for inspection by the public during normal City Hall hours of operation. Unless otherwise indicated in relation to established lines, points or features, the zoning district boundary lines on the Official Zoning Map are the City limit lines; center lines of streets, highways, alleys or railroad right-of-way, existing or extended; and, tract or lot lines, existing or extended.

#### Official West Allis Zoning Map (link) Effective [insert effective date]July 15, 2022

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

**SECTION 3: ZONING MAP UPDATE** The Zoning Map shall be updated to depict the amendments within this ordinance as indicated on Exhibit A.

#### 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		Presidi	ng Officer	

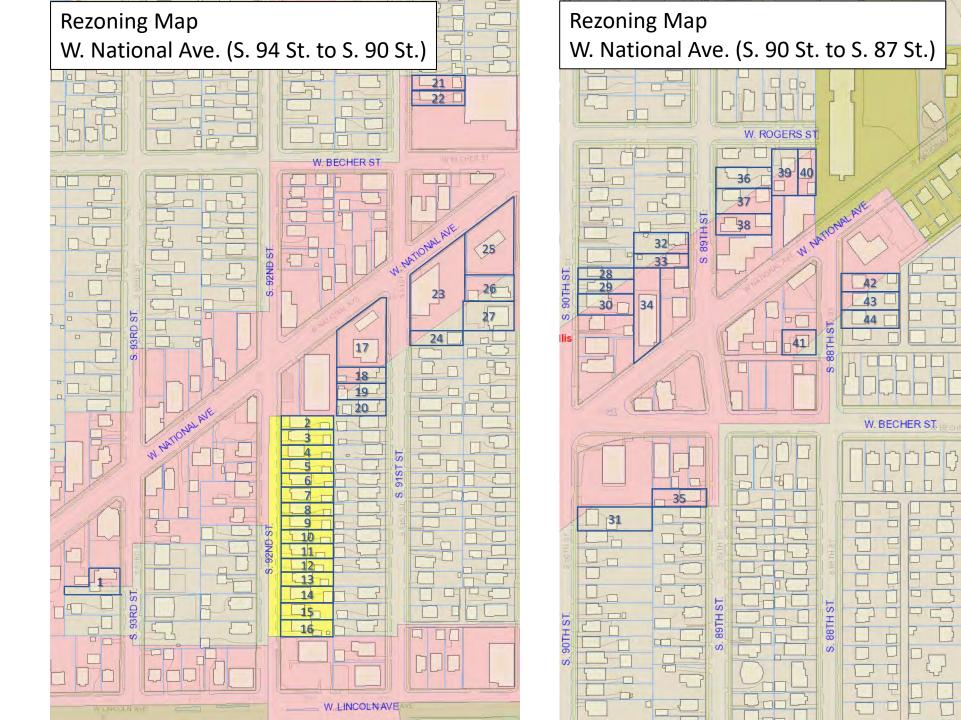
Rebecca Grill, City Clerk, City Of West Allis Dan Devine, Mayor City Of West Allis

#### O-2022-0117 EXHIBIT A

MapID	Taxkey	Address	Existing Zoning	<b>Proposed Zoning</b>
1	479-0762-000	2197 S 93 St	C-2, RB	RB
2	479-0840-000	2158 S 92 St	RA-3	RB
3	479-0841-000	2162 S 92 St	RA-3	RB
4	479-0839-000	2166 S 92 St	RA-3	RB
5		2170-70A S 92 St	RA-3	RB
6	479-0838-000	2174 S 92 St	RA-3	RB
7	479-0837-000	2176 S 92 St	RA-3	RB
8	479-0836-000	2180 S 92 St	RA-3	RB
9	479-0835-000	2184 S 92 St	RA-3	RB
10	479-0834-000		RA-3	RB
11	479-0833-000		RA-3	RB
12	479-0832-000		RA-3	RB
13	479-0831-000		RA-3	RB
14	479-0830-000		RA-3	RB
15	479-0829-000		RA-3	RB
16	479-0828-000		RA-3	RB
17	479-0804-000	9111 W National Ave	C-2, RB	C-2
18	479-0805-000		C-2, RB	RB
19	479-0806-000		C-2, RB	RB
20	479-0807-000		C-2, RB	RB
21	478-0236-000		C-2	RB
22	478-0235-000		C-2	RB
23		9033-39 W National Ave	C-2, RB	C-2
24	479-0850-000		C-2, RB	RB
25		9009 W National Ave	C-2, RB	C-2
26	479-0845-000		C-2, RB	RB
27	479-0846-000		C-2, RB	RB
28	478-0263-000		C-2, RB	RB
29	478-0262-000		C-2, RB	RB
30		2046-48 S 90 St	C-2, RB	RB
31	479-0877-000		C-2, RB	RB
32	478-0253-000		C-2, RB	RB
33	478-0254-000	2033 S 89 St	C-2, RB	RB
34	478-0257-001	8916 W National Ave	C-2, RB	C-2
35	478-0320-000		C-2, RB	RB
36	478-0276-000		C-2, RB	RB
37	478-0275-000		C-2, RB	RB
38	478-0274-000		C-2, RB	RB
39		8807-09 W Rogers St	C-2, RB	RB
40		8803 W Rogers St	C-2, RB	RB
41	478-0076-001	6	C-2, RB	C-2
42	478-0094-000		C-2, RB	RB
43	478-0095-000		C-2, RB	RB

MapIC	) Taxkey	Address	Existing Zoning	Proposed Zoning
44	478-0096-000	2050 S 88 St	C-2, RB	RB
45	478-9993-001	8656 W National Ave	M-1, C-2, RB	M-1
46	478-9997-001		M-1, C-2	M-1
47	478-9994-001		M-1, C-2	C-2
48	478-0038-000		C-2, RB	RB
49	478-0039-000		C-2, RB	RB
50	478-0040-000		C-2, RB	RB
51	478-0067-001		C-2, RB	RB
52	478-0066-000		C-2, RB	RB
53	478-0065-000		C-2, RB	RB
54		1964-2060 S 86 St/2020 S 85 St	C-2, RB, P	RC
55	478-0030-001		C-2, RB, P	P
56	477-0479-000		C-2	RB
57	477-0478-000		C-3, RB	RB
	477-0475-000		C-2	RB
	477-0476-000		C-2	RB
60	477-0477-000		C-2, RB	RB
61		1710-12 S 80 St	C-2, RB	RB
62		7920 W National Ave	C-2, RB	C-2
63		7902 W National Ave	C-2, RB	C-2
				RC
64		7815-27 W Lapham St	C-2, RB	
65		7400 W National Ave	C-2, RB	C-2
66		7421 W National Ave	C-2, RB	RC
67		1668-70 S 71 St/7018 W Mitchell St	RB	C-2
68	454-0235-000		C-3, RB	RC
69	454-0234-000		C-3, RB	RC
70	454-0233-000		C-3, RB	RC
71		6423 W National Ave	C-3, RB	RC
		1532-34 S 65 St	C-3, RB	RC
		64** W National Ave	C-3, RB	C-2
74	454-0081-000		C-3, RB	RB
75	454-0122-001	6325 W National Ave	C-3, RB	C-3
76	454-0120-000	1510-12 S 64 St	C-3, RB	RB
77	454-0093-000	6309-11 W National Ave	C-3, RB	C-3
78	454-0092-000	1441 S 63 St/6301-05 W National Ave	C-3, RB	C-3
79	454-0095-000	1503-05 S 63 St	C-3, RB	RB
80	454-0078-000	6227-31 W National Ave	C-3, RB	C-3
81	454-0076-000	1436 S 63 St	C-3, RB	C-3
82	454-0073-001		C-3, RB	C-3
83	454-0072-000		C-3, RB	C-3
84	454-0071-001		C-3, RB	C-3
85	454-0074-000		C-3, RB	C-3
86	454-0075-000		RB	C-3
87		6100-30 W NATIONAL AVE	C-3, C-2, RB	C-3

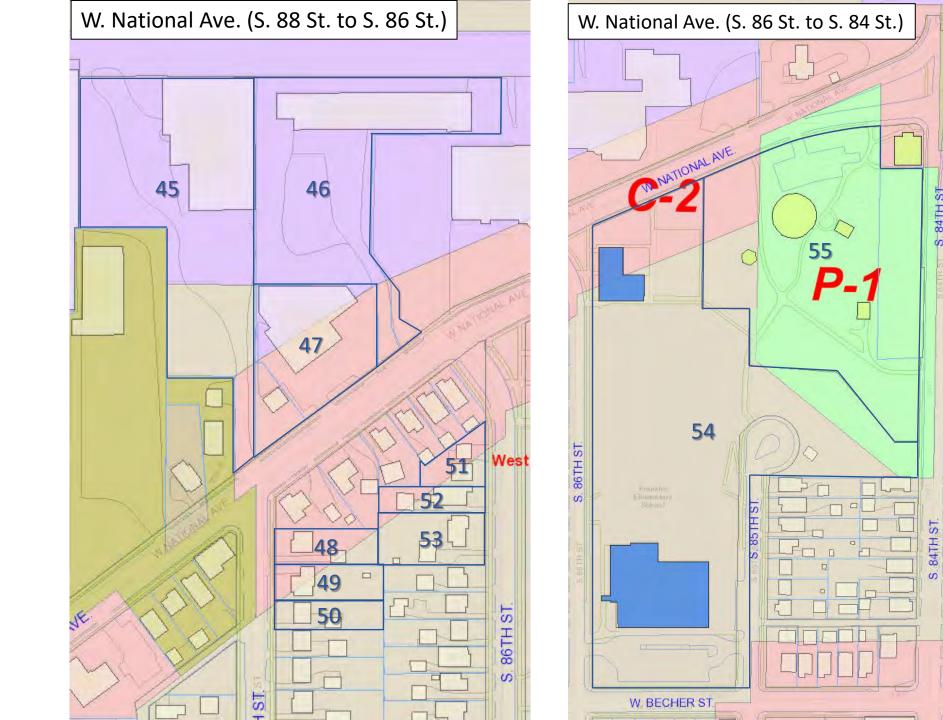
MapID	Taxkey	Address	<b>Existing Zoning</b>	<b>Proposed Zoning</b>
88	438-0299-000	58** W NATIONAL AVE	C-3, RB	C-3
89	438-0298-000	5806-08 W NATIONAL AVE	C-3, RB	C-3
90	438-0296-000	1305-07 S 58 St	C-3, RB	RB
91	438-0297-000	5800 W NATIONAL AVE - 1317 S 58 ST	C-3, RB	C-3



87TH ST

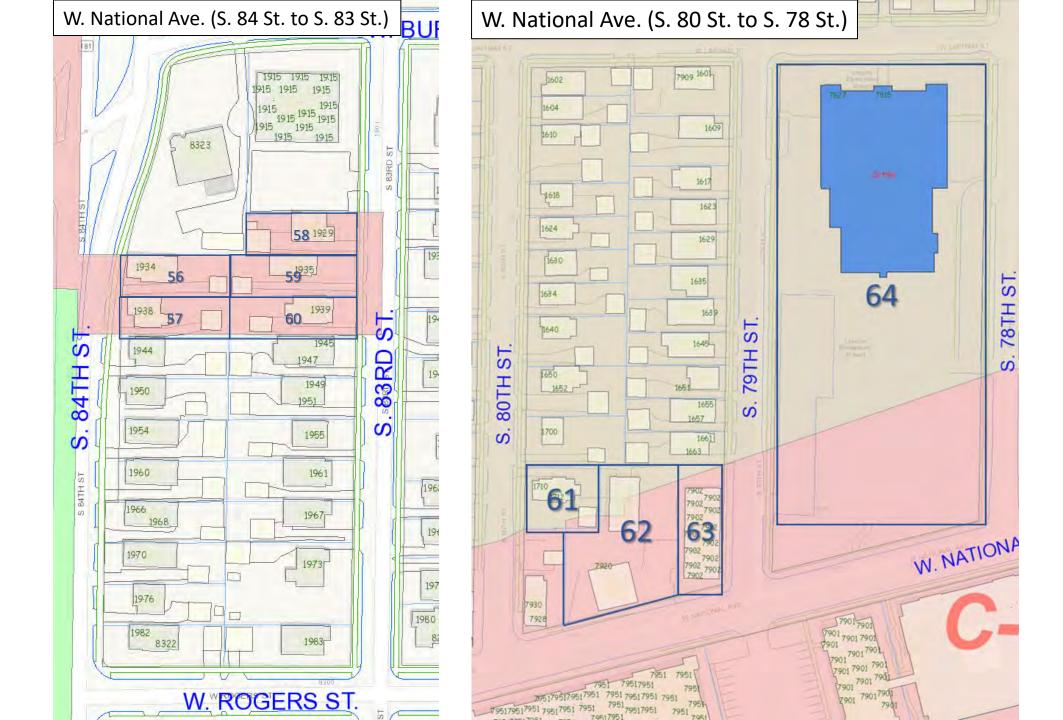
S

87TH ST



88

S. 84TH S

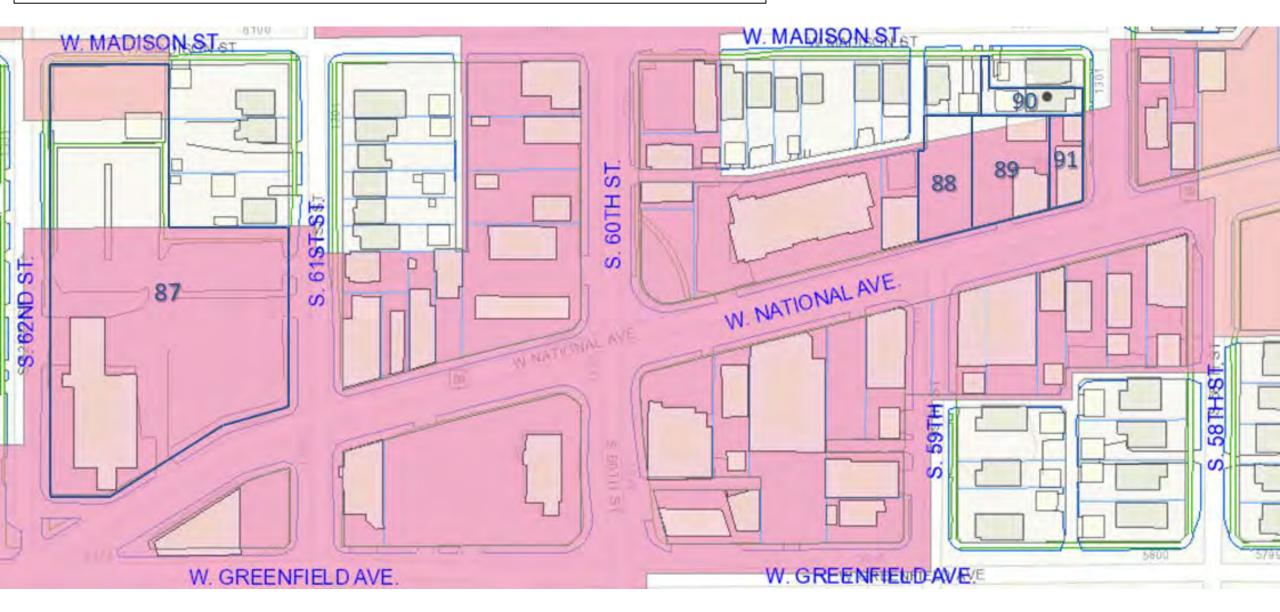


W. National Ave. (S. 75 St. to S. 70 St.)





# Rezoning Map W. National Ave. (S. 62 St. to S. 58 St.)



MapID	Taxkey	Address	Existing Zoning	Proposed Zoning
1	478-0015-000	8432 W Becher St	C-2, RB	RB
2	478-0014-000	8428 W Becher St	C-2, RB	RB
3	478-0013-000	8422-24 W Becher St	C-2, RB	RB
4	478-0012-000	8418 W Becher St	C-2, RB	RB
5	478-0011-000	8410-12 W Becher St	C-2, RB	RB
6	478-0010-001	8400 W Becher St	C-2, RB	C-2
7	478-0488-000	2100-02 S 85 St	C-2	RB
8	478-0487-000	2106-08 S 85 St	C-2	RB
9	478-0486-000	2110 S 85 St	C-2, RB	RB
10	478-0454-001	2107-09 S 84 St	C-2	RB
11	478-0455-000	2113 S 84 St	C-2, RB	RB
12	477-0403-000	2064-66 S 84 St	C-2, RB	RB
13	477-0402-000	2070-72 S 84 St	C-2	RB
14	477-0426-000	2067-69 S 83 St	C-2, RB	RB
15	477-0532-000	2110 S 84 St	C-2, RB	RB
16	477-0500-000	2107 S 83 St	C-2, RB	RB
17	477-0454-000	2064 S 83 St	C-2, RB	RB
18	477-0455-000	2068 S 83 St	C-2	RB
19	477-0325-000	2067 S 82 St	C-2, RB	RB
20	477-0481-000	2106 S 83 St	C-2	RB
21	477-0482-000	2110 S 83 St	C-2, RB	RB
22	477-0377-000	2107-09 S 82 St	C-2	RB
23	477-0378-000	2111 S 82 St	C-2, RB	RB
24	477-0338-000	2066 S 82 St	C-2, RB	RB
25	477-0335-000	2065 S 81 St	C-2, RB	RB
26	477-0374-000	2108 S 82 St	C-2, RB	RB
27	477-0347-001	2103 S 81 St	C-2, RB	C-2
28	477-0279-000	2066 S 81 St	C-2, RB	RB
29	477-0281-000	8008 W Becher St	C-2, RB	C-2
30	477-0282-000	8000-02 W Becher St	C-2, RB	C-2
31	477-0668-000	2108 S 81 St	C-2, RB	RB
32	477-0694-000	8003 W Becher St	C-2, RB	C-2
33	477-0283-000	7936-38 W Becher St	C-2, RB	C-2
34	477-0284-000	7930 W Becher St	C-2, RB	C-2
35	477-0290-000	7924 W Becher St	C-2, RB	C-2
36	477-0236-001	7910 W Becher St	C-2, RB	C-2
37	477-0695-000	7941 W Becher St	C-2, RB	C-2
38	477-0696-000	7935 W Becher St	C-2, RB	C-2
39	477-0697-000	7929 W Becher St	C-2, RB	C-2
40	477-0699-000	7925 W Becher St	C-2, RB	C-2
41	477-0214-000	2109 S 79 St	C-2, RB	RB
42	477-0172-000	2066 S 79 St	C-2, RB	C-2
43	477-0176-000	2067-69 S 78 St	C-2, RB	RB

MapID	TaxKey	Address	Existing Zoning	Proposed Zoning
44	477-0190-000	7829-33 W Becher St	C-2, RB	C-2
45	477-0208-000	2111-13 S 78 St	C-2, RB	C-2
46	477-0122-001	2068-70 S 78 St	C-2, RB	C-2
47	477-0120-000	7726 W Becher St	C-2, RB	C-2
48	477-0119-000	7718-22 W Becher St	C-2, RB	C-2
49	477-0117-000	2067-69 S 77 St	C-2, RB	RB
50	477-0760-000	2108 S 78 St	C-2, RB	C-2
51	477-0762-000	7731-33 W Becher St	C-2, RB	C-2
52	477-0763-000	77** W Becher St	C-2, RB	C-2
53	477-0751-000	2113 S 77 St	C-2, RB	RB
54	477-0090-000	2066 S 77 St	C-2, RB	RB
55	477-0086-000	2065-67 S 76 St	C-2, RB	RB
56	477-0747-000	2112 S 77 St	C-2, RB	RB
57	477-0738-000	2113 S 76 St	C-2, RB	RB
58	476-0396-000	2068 S 76 St	C-2, RB	RB
59	476-0391-001	2065 S 75 St	C-2, RB	RB
60	476-0441-001	2112-14 S 76 St	C-2, RB	RB
61	476-0411-001	2101-13 S 75 St	C-2, RB	C-2
62	476-0371-000	2066-68 S 75 St	C-2, RB	RB
63	476-0367-001	2071 S 74 St	C-2, RB	C-2
64	476-0475-001	7429-31 W Becher St	C-2, RB	C-2
65	476-0473-000	7419-25 W Becher St	C-2, RB	C-2
66	476-0445-000	2109 S 74 St	C-2, RB	C-2
67	476-0336-000	2066 S 74 St	C-2, RB	RB
68	476-0340-000	2065-67 S 73 St	C-2, RB	RB
69	476-0476-000	7229 W Becher St/7320 W Grant St	C-2, RB	RC
70	476-0319-000	2068 S 73 St	C-2, RB	RB
71	453-0894-000	2069-71 S 72 St	C-2, RB	RB
72	453-1059-000	2113-15 S 72 St	C-2, RB	RB
73	453-0913-000	2068 S 72 St	C-2, RB	RB
74	453-0908-000	2065 S 71 St	C-2, RB	RB
75	453-0909-000	2069-71 S 71 St	C-2	RB
76	453-1056-001	2108 S 72 St	C-2	RB
77	453-1055-000	2112 S 72 St	C-2, RB	RB
78	453-1027-000	2113 S 71 St	C-2, RB	RB
79	453-0942-004	2070 S 71 ST	C-2, RB	C-2
80	453-0941-000	7006 W Becher St	C-2, RB	C-2
81	453-1022-000	2108-10 S 71 St	C-2	RB
82	453-1021-000	2112 S 71 St	C-2, RB	RB
83	453-0993-000	2111-13 S 70 St	C-2, RB	RB
84	453-0974-000	6926 W Becher St	C-2, RB	C-2
85	476-0086-000	6918-22 W Becher St	C-2, RB	C-2
86	476-0084-000	2069 S 69 St	C-2, RB	C-2

MapID	ТахКеу	Address	Existing Zoning	Proposed Zoning
87	453-0976-001	2112 S 70 St	C-2, RB	RB
88	476-0188-000	2109-11 S 69 St	C-2, RB	RB
89	476-0108-000	2064 S 69 St	C-2, RB	RB
90	476-0104-000	2069-71 S 68 St	C-2, RB	C-2
91	476-0185-000	2108-10 S 69 St	C-2, RB	RB
92	476-0155-000	2109 S 68 St	C-2, RB	RB
93	476-0156-000	2113-15 S 68 St	C-2, RB	RB
94	476-0136-000	2068 S 68 St	C-2, RB	C-2
95	476-0138-001	6775 W Becher St	C-2, RB	C-2

## 8400-8000 Block W. Becher St. (Rezoning Map)



### 7900-7400 Block W. Becher St. (Rezoning map)



## 7300-6700 Block W. Becher St. (Rezoning Map)





## CITY OF WEST ALLIS NOTICE OF PUBLIC HEARING

Tuesday, August 2, 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 August 2, 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:

Ordinance to amend section 19.01, the Official West Allis Zoning Map, for certain properties along the W. National Ave. corridor in alignment with the 2040 Comprehensive Plan.

Additional project information, comments or questions or concerns can be addressed by emailing <u>planning@westalliswi.gov</u> or calling 414-302-8460.

You may express your opinion in writing to the <u>clerk@westalliswi.gov</u>, prior to the meeting, or in person at the public hearing at the above date, time and location.

Dated at West Allis, Wisconsin, this 13th day of July, 2022. City Clerk PUBLISH: July 15, 2022 and July 22, 2022 O-2022-0117

#### 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



# RE: Ordinance to amend section 19.01, the Official West Allis Zoning Map, for certain properties along the W. National Ave. corridor in alignment with the 2040 Comprehensive Plan.

Dear property owner,

This letter is an invitation to attend the public hearing regarding rezoning properties along the National Ave corridor. Your property has been identified as a potential candidate for rezoning by the City of West Allis Common Council.

Most proposed rezonings will change a property's zoning from "split" (ex: C-2 commercial and RB residential) to the most appropriate district of the two. Properties directly along National Ave will typically be adjusted to solely a commercial district while properties that are not directly along National Ave will typically be adjusted to a residential-only district.

The proposed zoning changes are intended to:

- 1. Eliminate split zoning (where a single property is in multiple zoning districts) to avoid confusion
- 2. Align the corridor's zoning with the 2040 Comprehensive Plan and Future Land Use Map
- 3. Encourage more organized and consistent development
- 4. Guide future development towards the City's vision of a vibrant, active, commercial and residential mixed-use corridor

#### What this means for you

Zoning districts determine what uses are allowed and how a given property can be built upon. In most cases, rezoned properties will be unaffected. If rezoned, any existing uses will be allowed to continue to operate. Rezoning may impact what a property can be used for in the future and how new structures on the property can be built.

#### **Public Meeting Information**

Location:City Hall, 7525 W. Greenfield Ave.Date:Tuesday, August 2Time:7:00 pm

If you have questions, please contact the Planning & Zoning office at <u>planning@westalliswi.gov</u>, or by calling Steve Schaer at (414) 302-8466 or Zac Roder at (414) 302-8465.

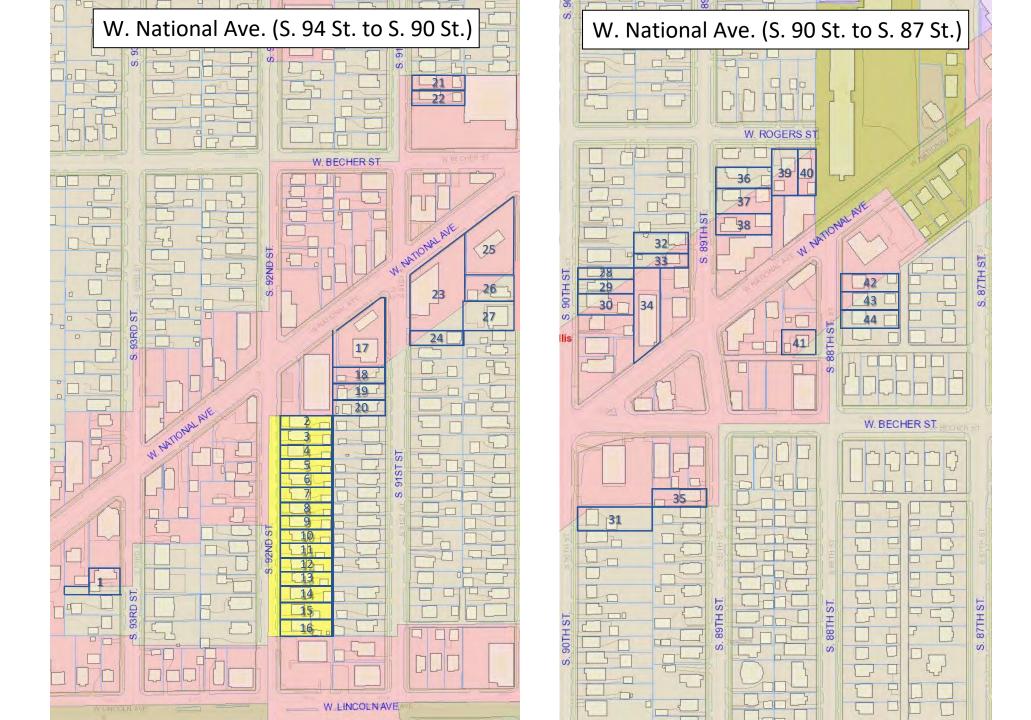
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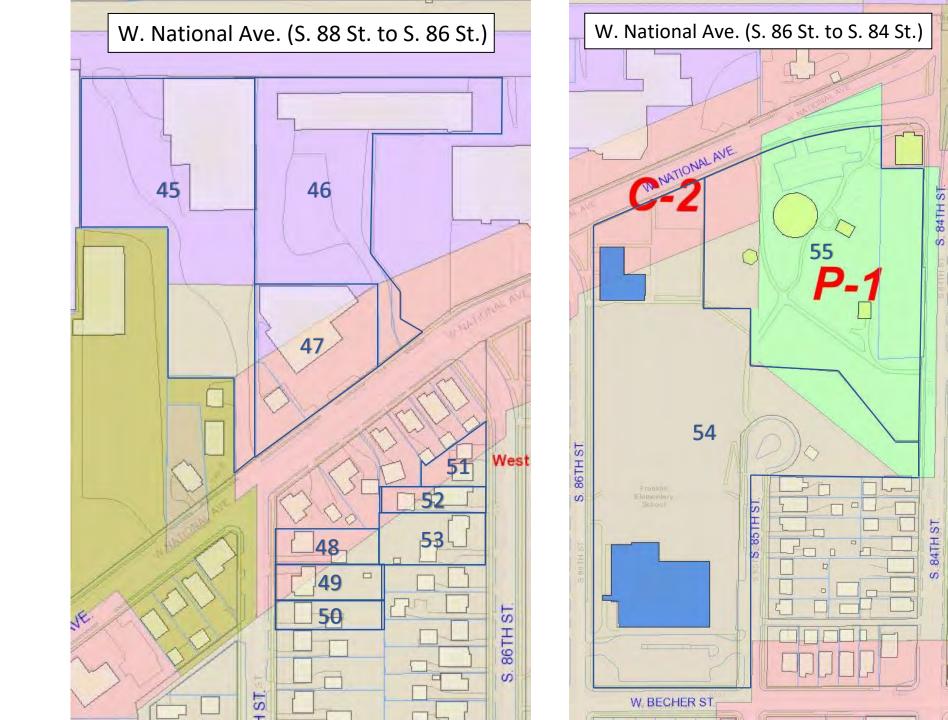
Steven J. Schaer, AICP Manager, Planning & Zoning Office City of West Allis

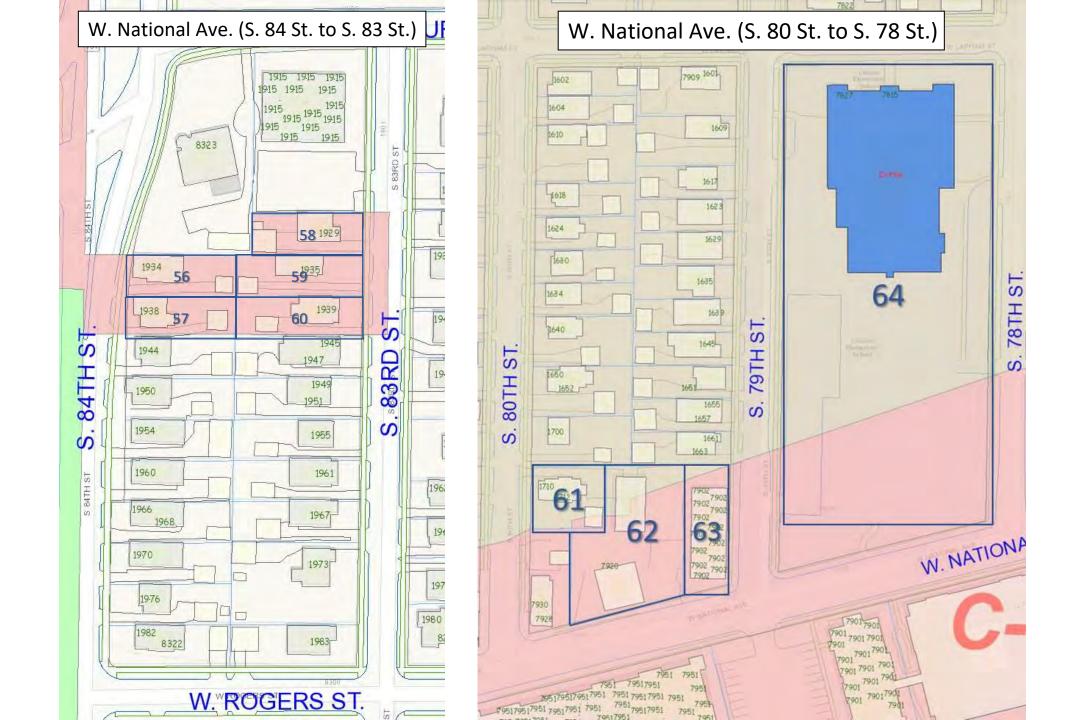
## National Ave Corridor Rezonings

ID	Address	Taxkey	Existing Zoning	Proposed Zoning
1	2197 S 93 St	479-0762-000	C-2, RB	RB
2	2158 S 92 St	479-0840-000	RA-3	RB
3	2162 S 92 St	479-0841-000	RA-3	RB
4	2166 S 92 St	479-0839-000	RA-3	RB
5	2170-70A S 92 St	479-0811-000	RA-3	RB
6	2174 S 92 St	479-0838-000	RA-3	RB
7	2176 S 92 St	479-0837-000	RA-3	RB
8	2180 S 92 St	479-0836-000	RA-3	RB
9	2184 S 92 St	479-0835-000	RA-3	RB
10	2186 S 92 St	479-0834-000	RA-3	RB
11	2190 S 92 St	479-0833-000	RA-3	RB
12	2194 S 92 St	479-0832-000	RA-3	RB
13	2196 S 92 St	479-0831-000	RA-3	RB
14	2202 S 92 St	479-0830-000	RA-3	RB
15	2208 S 92 St	479-0829-000	RA-3	RB
16	2214 S 92 St	479-0828-000	RA-3	RB
17	9111 W National Ave	479-0804-000	C-2, RB	C-2
18	2153 S 91 St	479-0805-000	C-2, RB	RB
19	2157 S 91 St	479-0806-000	C-2, RB	RB
20	2161 S 91 St	479-0807-000	C-2, RB	RB
21	2056 S 91 St	478-0236-000	C-2	RB
22	2062 S 91 St	478-0235-000	C-2	RB
23	9033-39 W National Ave		C-2, RB	C-2
24	2144 S 91 St	479-0850-000	C-2, RB	RB
25	9009 W National Ave	479-0844-000	C-2, RB	C-2
26	2131 S 90 St	479-0845-000	C-2, RB	RB
27	2137 S 90 St	479-0846-000	C-2, RB	RB
28	2036 S 90 St	478-0263-000	C-2, RB	RB
29	2040 S 90 St	478-0262-000	C-2, RB	RB
30	2046-48 S 90 St	478-0261-000	C-2, RB	RB
31	2118 S 90 St	479-0877-000	C-2, RB	RB
32	2027 S 89 St	478-0253-000	C-2, RB	RB
33	2033 S 89 St	478-0254-000	C-2, RB	RB
34	8916 W National Ave	478-0257-001	C-2, RB	C-2
35	2115 S 89 ST	478-0320-000	C-2, RB	RB
36	2006 S 89 St	478-0276-000	C-2, RB	RB
37	2014 S 89 St	478-0275-000	C-2, RB	RB
38	2022 S 89 St	478-0274-000	C-2, RB	RB
39	8807-09 W Rogers St	478-0270-003	C-2, RB	RB
40	8803 W Rogers St	478-0270-002	C-2, RB	RB
41	2059 S 88 St	478-0076-001	C-2, RB	C-2
42	2040 S 88 St	478-0094-000	C-2, RB	RB
42	2046 S 88 St	478-0095-000	C-2, RB C-2, RB	RB
44	2050 S 88 St	478-0096-000	C-2, RB	RB
45	8656 W National Ave	478-9993-001	M-1, C-2, RB	M-1
46	8600 W National Ave	478-9997-001	M-1, C-2, RD M-1, C-2	M-1
40	8626-36 W National Ave	478-9994-001	M-1, C-2 M-1, C-2	C-2
48	2008 S 87 St	478-0038-000	C-2, RB	RB
49	2014 S 87 St	478-0039-000	C-2, RB	RB
			52,10	

MapID	Address	Taxkey	Existing Zoning	Proposed Zoning
50	2022 S 87 St	478-0040-000	C-2, RB	RB
51	1975 S 86 St	478-0067-001	C-2, RB	RB
52	1979 S 86 St	478-0066-000	C-2, RB	RB
53	2001 S 86 St	478-0065-000	C-2, RB	RB
<b>E</b> 4	1964-2060 S 86 St/2020			DC
54	S 85 St	478-0001-002	C-2, RB, P	RC
55	1981 S 84 St/8435-37 W National Ave	478-0030-001	C-2, RB, P	Р
56	1934 S 84 St	477-0479-000	C-2	RB
57	1938 S 84 St	477-0478-000	C-3, RB	RB
58	1929 S 83 St	477-0475-000	C-2	RB
59	1935 S 83 St	477-0476-000	C-2	RB
60	1939 S 83 St	477-0477-000	C-2, RB	RB
61	1710-12 S 80 St	452-0709-000	C-2, RB	RB
62	7920 W National Ave	452-0708-000	C-2, RB	C-2
63	7902 W National Ave	452-0536-000	C-2, RB	C-2
64	7815-27 W Lapham St	452-0595-000	C-2, RB	RC
65	7400 W National Ave	453-0398-000	C-2, RB	C-2
66	7421 W National Ave	453-0526-006	C-2, RB C-2, RB	RC
00	1668-70 S 71 St/7018 W	+00-0020-000	0-2, ND	
67	Mitchell St	453-0604-000	RB	C-2
	6431 W National	455-0004-000		
68	Ave/1524 S 65 St	454-0235-000	C-3, RB	RC
69	64** W National Ave	454-0234-000	C-3, RB	RC
70	64** W National Ave	454-0233-000	C-3, RB	RC
71	6423 W National Ave	454-0232-000	C-3, RB	RC
72	1532-34 S 65 St	454-0236-000	C-3, RB	RC
73	64** W National Ave	454-0080-000	C-3, RB	C-2
74	1523 S 64 St	454-0081-000	C-3, RB	RB
75	6325 W National Ave	454-0122-001	C-3, RB	C-3
76	1510-12 S 64 St	454-0120-000	C-3, RB	RB
70	6309-11 W National Ave		C-3, RB C-3, RB	C-3
	1441 S 63 St/6301-05 W	404-0000-000	-	
78	National Ave	454-0092-000	C-3, RB	C-3
79	1503-05 S 63 St	454-0095-000	C-3, RB	RB
80	6227-31 W National Ave	454-0078-000	C-3, RB	C-3
81	1436 S 63 St	454-0076-000	C-3, RB	C-3
82	62** W National Ave	454-0073-001	C-3, RB	C-3
83	6207-11 W National Ave		C-3, RB	C-3
84	1421 S 62 St	454-0071-001	C-3, RB	C-3
85	14** S 62 St	454-0074-000	C-3, RB	C-3
86	14** S 62 St	454-0075-000	RB	C-3
	6100-30 W NATIONAL			
87	AVE	439-0329-002	C-3, C-2, RB	C-3
88	58** W NATIONAL AVE	438-0299-000	C-3, RB	C-3
89	5806-08 W NATIONAL	139 0309 000	C-3, RB	C-3
90	AVE 1305-07 S 58 St	438-0298-000 438-0296-000	C-3, RB	RB
	5800 W NATIONAL AVE			
91	- 1317 S 58 ST	438-0297-000	C-3, RB	C-3

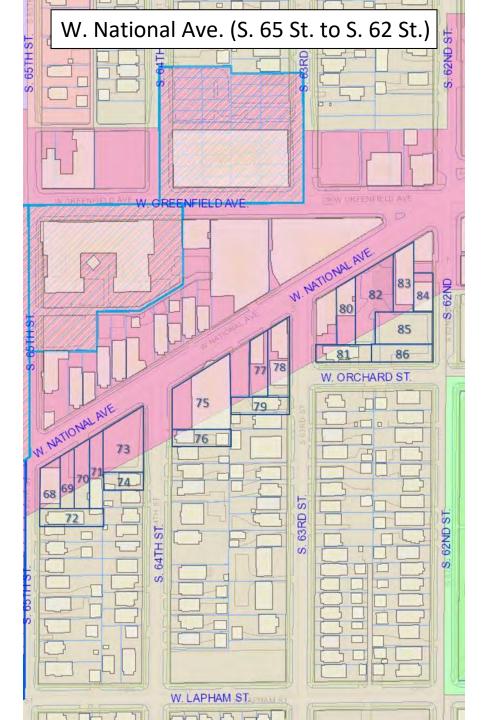




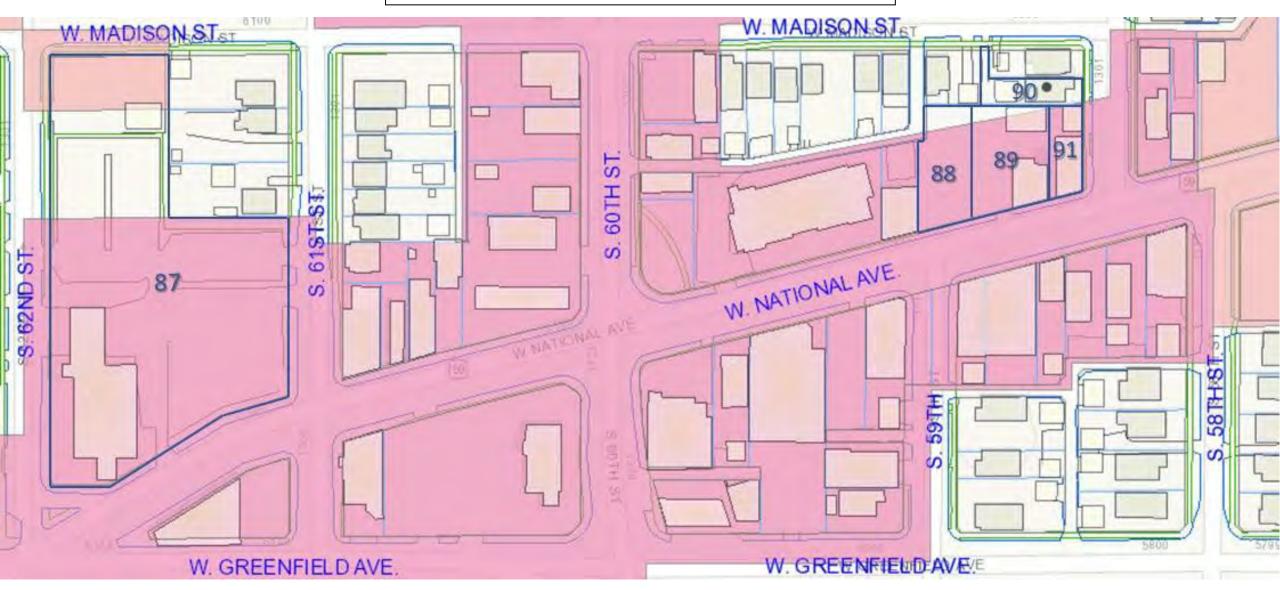


# W. National Ave. (S. 75 St. to S. 70 St.)





# W. National Ave. (S. 62 St. to S. 58 St.)





# CODE ENFORCEMENT DIRECTOR EMPLOYMENT CONTRACT

This contract and agreement made and entered into by and between the City of West Allis ("City"), a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin, and Michael Mazmanian ("Mazmanian").

### **RECITALS:**

WHEREAS, the Common Council has established the position of Code Enforcement Director in the unclassified service of the City; and

WHEREAS, the Code Enforcement Director is appointed by and responsible to the Common Council for the performance of his duties; and

WHEREAS, the City Administrator of the City of West Allis has recommended the appointment of Mazmanian to the position of Code Enforcement Director, the Common Council has approved his recommended appointment, and Mazmanian has indicated his willingness to accept said position.

NOW, THEREFORE, it is hereby agreed by and between the City and Mazmanian:

*EMPLOYMENT*: The City does hereby employ Mazmanian in the position of Code Enforcement Director as set forth in the job description attached hereto as Exhibit 1 and subject to the terms and conditions hereinafter set forth.

*OATH*: Mazmanian will take the oath for the faithful performance of his duties and responsibilities as Code Enforcement Director within 10 days after appointment.

*RESPONSIBILITIES*: Mazmanian agrees to perform at a professional level of competence the services, duties and responsibilities of Code Enforcement Director as set forth in the laws of the State of Wisconsin and the ordinances, resolutions, regulations and policies of the City which now exist or which may hereinafter be enacted.

Mazmanian shall be responsible to the Common Council in the discharge of his duties and responsibilities; however, such duties and responsibilities shall be exercised under the supervision of the City Administrator of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Mazmanian agrees to devote full time to his duties and responsibilities as Code Enforcement Director and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

*TERM OF AGREEMENT*: Mazmanian shall assume his duties and responsibilities under this Agreement on September 6, 2022 or upon completion of the conditions listed in Section J. Mazmanian shall serve for an indefinite term, subject to removal by the Common Council at pleasure, and without cause, by an affirmative vote of three-fourths (3/4) of all the members thereof, and upon sixty (60) days' notice prior to the effective date.

Mazmanian may terminate his duties and responsibilities under this Agreement by submitting his written resignation sixty (60) days prior to the effective date.

SALARY AND BENEFITS: In consideration for the services rendered under this Agreement, the City will pay and provide salary and benefits to Mazmanian as follows:

A. <u>Salary</u>: The salary shall be \$109,548.60 per annum, paid in twenty-six (26) installments by the City, less deductions required by federal and state laws and regulations or authorized directives as permitted by City policies. On March 1, 2023, his current salary shall be increased 5%, contingent upon satisfactory performance of applicable job duties (and unless reversed by Common Council action by a vote of three-fourths (3/4) of all of the members thereof). Future salary levels shall be established in accordance with applicable policies and procedures. Should Mazmanian become a

resident of the City of West Allis, he will be granted West Allis Resident Incentive Premium Pay on top of the salary. [Policy 1424.11.i]

- B. <u>Overtime</u>: The normal work week shall be 40-45 hours. All services more than those hours, to include attendance at meetings of the Common Council and its Committees and other duties, shall be performed by Mazmanian without additional compensation. [WAMC 2.76(11)(12)]
- C. <u>Benefits</u>: Mazmanian will be eligible for all of the benefits afforded to employees holding benefitted positions including those described in Policy #1410 "Total Benefit Package" (e.g., health, dental and vision insurance, life insurance, holidays, etc.), Policy #1443 "Moving/Relocation Expenses", and Policy #1483 "Voluntary Benefit Programs" (e.g., deferred compensation, flexible spending, health savings account, etc.). Mazmanian will be afforded health and dental coverage for him and any eligible family members effective upon date of hire.
- D. <u>Wisconsin Retirement Fund</u>: The City and Mazmanian shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law. [WAMC 2.76(28)]
- E. <u>Worker's Compensation Benefits</u>: On becoming eligible for weekly worker's compensation payments, Mazmanian will receive Worker's Compensation Benefits in accordance with Wisconsin law. [WAMC 2.76(24)]
- F. <u>Education, Training, Professional Fees</u>: The City will pay educational, training, and professional membership fees on behalf of Mazmanian, as budgeted and in accordance with City policy [WAMC 2.76(20)].
- G. <u>Outside Work</u>: Mazmanian agrees to limit outside professional work and activity to outside City of West Allis boundaries and to comply with the Code of Ethics for City Officials as it relates to such (WAMC 3.1 -3.3).
- H. <u>Time Off</u>: Upon commencement of employment 40 hours shall be added to Mazmanian's time off bank [Policy #1410.8.a.i.(8)].
- I. <u>Lateral Service Credit</u>: Based on experience relevant to the position, Mazmanian shall be placed in the years of service bank which recognizes 10-20 prior years of previous relevant experience and will remain in this higher level until he works the requisite number of years to earn additional credit [Policy # 1410.8.a.iv].
- J. Other Terms and Conditions:

The contract is contingent upon the following:

- Satisfactory completion of background check
- Satisfactory completion of pre-employment drug screen
- Verification of education, credentials, licenses/certifications

All other terms and conditions of employment not specifically detailed herein shall be governed by the provisions of the West Allis Municipal Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

*CONFLICTS*: Any motions, resolutions and/or ordinances heretofore adopted by the Common Council, which are inconsistent with the terms of this Agreement, are hereby superseded by this Agreement.

AMENDMENTS: This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and Mazmanian where mutually agreeable. The waiver of any breach, term, or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

This Agreement constitutes the entire agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

### **CITY OF WEST ALLIS**

By:

Dan Devine, Mayor

By:

Thomas Lajsic, Council President

By:

Rebecca N. Grill, City Administrator and City Clerk

I hereby accept the offer as stated in this Contract and agree to abide by its provisions.

Dated: \_\_\_\_\_\_, Michael Mazmanian

Countersigned this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022 and I hereby certify that provision has been made to pay the liability that will accrue under this Contract between the City of West Allis and Michael Mazmanian.

Jason Kaczmarek, Finance Director/Comptroller

Approved as to form this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022

Kail Decker, City Attorney

## CITY OF WEST ALLIS ORDINANCE O-2022-127

## ORDINANCE TO REPEAL AND RECREATE ABATEMENT PROCESSES FOR RODENT CONTROL

### **REPEALING SECTION 7.14 AND CREATING SECTION 7.145**

WHEREAS, the board of health recommends enactment of this ordinance to promote the control of rats to avoid animal-borne diseases and to assure a safe level of sanitation, human health hazard control, and health protection for the community;

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

**SECTION 1:** <u>**REPEAL**</u> "7.14 Rat Control" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

### R E P E A L

### 7.14 Rat Control (Repealed)

- 1. Definitions.
  - a. Owner or Manager. Within the meaning of this section, the owner is the title holder of record. The manager is the one in actual possession, charge or control of any property within the City as tenant, agent, trustee, guardian, executor or administrator. Notice to a manager shall be good and sufficient notice both as to the manager and the owner.
  - b. Rat Proof Container. A rat-proof container shall be a container constructed of concrete or metal, or the container shall be lined with metal or other material that is impervious to rats, and openings into the container, such as doors, shall be tight fitting to prevent the entrance of rats.
  - c. Rat-Proofing. Rat-proofing shall consist of closing openings in building foundations and openings under and around doors, windows, vents and other places, which could provide means of entry for rats, with concrete, sheet iron, hardware cloth or other types of rat-proofing material approved by the Commissioner of Health.
  - d. Rat Harborage. Rat harborage shall mean any place where rats can live and nest without fear of frequent molestation or disturbance.
  - e. Hardware Cloth. Hardware cloth shall mean wire screening of such thickness and spacing as to afford reasonable protection against the entrance of rats and mice.
- 2. Elimination of Rat Harborages. Whenever accumulations of rubbish, boxes, lumber, scrap metal, car bodies or any other materials provide rat harborage, the person, firm or

corporation owning or in control of such materials shall cause the materials to be removed or the materials shall be stored so as to eliminate the rat harborage. Lumber boxes and similar materials shall be neatly piled. These piles shall be raised at least a foot above the ground. When the owner of the materials cannot be found after reasonable search, the owner or manager of the premises on which the materials are stored shall be responsible for disposal or proper piling of the materials.

- 3. Elimination of Rat Feeding Places. No person, firm or corporation shall place or allow to accumulate any materials that may serve as food for rats in a site accessible to rats. Any waste materials that may serve as food for rats shall be stored in rat-resistant containers. It shall be the responsibility of the occupant or the owner of record to see that the premises are kept free of material which could provide food for rats. **[Ord. O-2014-0021, 4/1/2014]**
- 4. Extermination. Whenever rat holes, burrows or other evidences of rat infestation are found on any premises or in any building within the City, it shall be the duty of the owner or manager of such property to exterminate the rats or to cause the rats to be exterminated. Within ten (10) days after extermination, the owner or manager shall cause all of the rat holes or burrows in the ground to be filled with earth, ashes or other suitable material.
- 5. Rat Proofing. It shall be the duty of the owner or manager of any building in the City to make such building reasonably rat-proof, to replace broken basement windows and, when necessary, to cover the basement window openings with hardware cloth or other suitable material for preventing rats from entering the building through the window openings.

The owner or manager of any premises upon which sheds, barns, coops or similar buildings are located shall eliminate the rat harborages from within and under such buildings by rat-proofing, raising the buildings above the ground or by some other suitable method.

**SECTION 2:** <u>ADOPTION</u> "7.145 Rodent Control" of the City Of West Allis Municipal Code is hereby *added* as follows:

## ADOPTION

### 7.145 Rodent Control(*Added*)

- 1. Rodent Harborages. The following conditions are declared rodent harborages:
  - a. An outdoor trash container that has holes in the container material, an improperly closed lid, or a defect that makes it otherwise accessible to rodents
  - b. Accumulations of junk and clutter in an area that is accessible to rodents
  - c. Overgrown vegetation and loose brush piles
  - d. Deteriorated buildings or structures with potential access points for rodents
  - e. Any other condition that tends to provide shelter for non-domesticated rodents

- 2. Rodent Food Sources. The following conditions are declared a rodent food source:
  - a. Unmaintained or unprotected fruiting plants or gardens
  - b. Accumulation of or unabated pet feces
  - c. Feeding of wild animals in violation of West Allis Municipal Code § 7.12(8).
  - d. Stagnant or standing water sources
  - e. Improper outdoor storage or distribution of materials containing potential food sources (including but not limited to seeds or shells, garbage, water sources, or consumables).
  - <u>f.</u> Any other condition that would provide a food or water source for nondomesticated rodents.
- 3. Public Nuisance. Any rodent harborage or rodent food source is a public nuisance.
- 4. Owner's Duty. The owner of real property shall remove any rodent harborage or rodent food source on the owner's property, and exterminate any rodent infestation to the acceptable industry standards of professional not contrary to Integrated Pest Management practices.
- 5. Land Disturbance. The owner of real property where new construction, demolition, or other land disturbance is to occur shall comply with any rodent control or abatement requirements ordered by the health commissioner or code enforcement director.
- 6. Preventative Measures. The owner of real property shall:
  - a. <u>Maintain the integrity of structures on that property to prevent a rodent</u> <u>harborage or rodent food source.</u>
  - b. Maintain sanitary conditions on the property by adequate cleaning, trash removal, and use of rodent-proof containers constructed of concrete or metal, or the container shall be lined with metal or other material that is impervious to rats or rodents, and openings into the container, such as doors, shall be tight fitting to prevent the entrance of rodents.
  - c. Seal entry points into buildings and maintain landscaping that does not encourage rodent harborage
  - d. If a non-domesticated rodent is observed on the property, utilize reasonable methods to remove the rodent to include professional pest control services or to abate the issue to the acceptable industry standards not in conflict with professional Integrated Pest Management practices.
- 7. Abatement by City
  - a. Non-Summary Abatement. The health commissioner or code enforcement director may issue an order by posting a copy of the notice on the property's main entrance or sending by 1st class mail or email a copy of the notice to any owner of real property to remove a rodent harborage or rodent food source by a compliance date at least 10 days after the date the order is sent, or a compliance date at least 3 days from the date of an order that is personally served on the owner of real property. The order shall identify the rodent harborage or rodent food source as a nuisance and inform the owner that a fee may be imposed if the City abates the nuisance.
    - <u>i.</u> If the rodent harborage or rodent food source still exists on the compliance date, the city may enter the property and abate the rodent harborage or rodent food source, and implement necessary procedures

to exterminate the rodent infestation. If the property owner objects to the city's entry on to the property, the city may obtain a special inspection warrant to make entry.

- ii. Any person affected by an order under this subsection may, prior to the compliance date, obtain an order restraining the city and its agents or employees from entering on the premises to abate the nuisance and serve that restraining order upon the city clerk.
- iii. The cost of any abatement expenses shall be a lien on the property served and may be collected as a special charge pursuant to Wis. Stat. <u>66.0627.</u>
- b. Summary Abatement. The City may summarily enter real property through its employees or agents to remove a rodent harborage or rodent food source without prior notice to the property owner under the following conditions:
  - i. A rodent harborage or rodent food source exists on the property
  - ii. The rodent harborage or rodent food sources is located in an area that is accessible without going through a building, gate, fence, or other obstruction.
  - iii. The method of abating the nuisance does not cause a loss of more than de minimis value.
  - iv. The City does not seek payment or reimbursement for the cost of abating the nuisance.
  - v. Upon abating the nuisance, the City leaves a notice informing the owner or occupant of the actions taken to abate the nuisance.
- 8. Penalties. Any person who violates any provision of this section shall forfeit up to \$500 for each day the violation exists.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

## PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL •

	AYE	NAY	ABSENT	ABSTAIN
Ald. 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



July 5, 2022

Heather Bosanac Milwaukee 7146 W. Wedgewood Dr. Milwaukee, WI 53220

### RE: Operator's License Application Review

Dear Heather;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: July 12, 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. 11.335(4)(c)). 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.

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.



July 19, 2022

Heather Bosanac Milwaukee 7146 W. Wedgewood Dr. Milwaukee, WI 53220

### RE: Operator's License Application Review

Dear Heather;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: August 2, 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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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.



July 26, 2022

Lucie Borden

1458 S 78th St West Allis, WI 53214

### RE: Operator's License Application Review

Dear Lucie;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the License and Health Committee on: August 2, 2022 at 7:00 pm in Common Council Chambers 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.

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.

## NEW LIQUOR LICENSE APPLICATION FOR LH COMMITTEE REVIEW

Record # ALC-22-195

License Type Class B Tavern **Agent's Full Name Rasheda Moss** 

Legal Name Phoenix360 LLC

**DBA/Trade/Business Name** Phoenix360

**Business Address** 1505 S 108th Street

### Entertainment N/A

### **Premise Description**

The venue is an open space used for private events and gatherings. There will be tables and chairs in the main area where liquor will be provided at the bar located at the northwest corner of the venue . Guest will be able to consume their liquor products in this main area as well as the open seating area. The bar will be located in the north west corner of the venue. The liquor will be stored in a cabinet under the bar when not in use. All receipts and paperwork will be stored in a lock box under the bar as well. There is an additional area in the back of the venue that has a bathroom to the north west, a seating area to the north east corner and another exit door.

## HOURS OF OPERATION

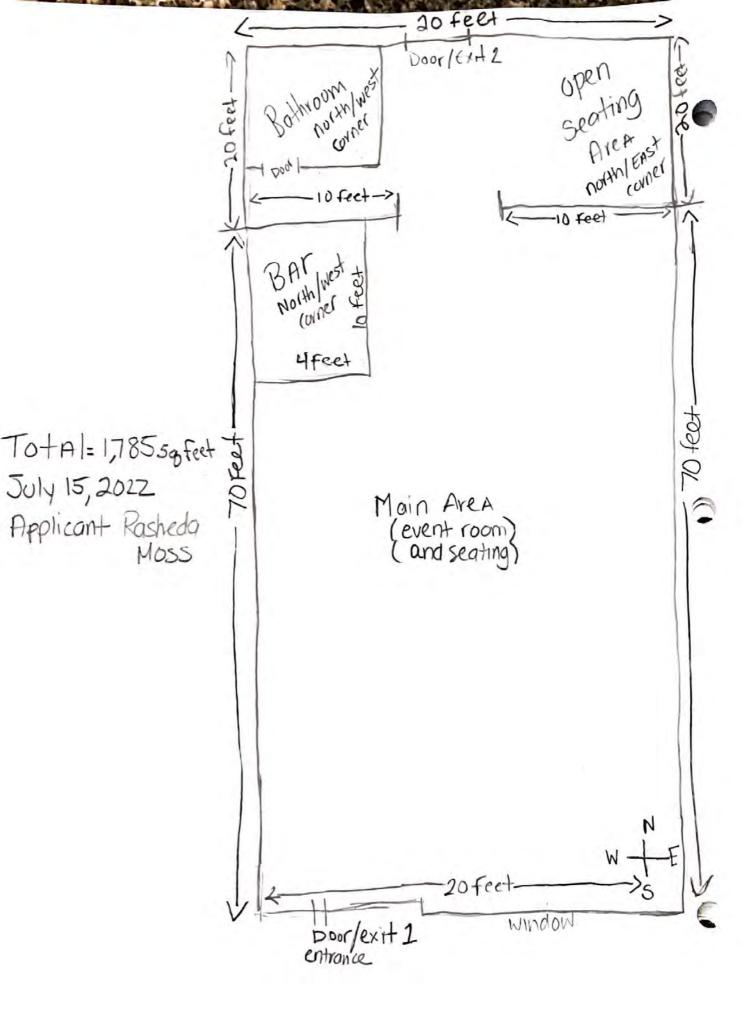
Sunday 9:00AM-2:00AM Thursday 9:00AM-11:00PM

Monday 9:00AM-11:00PM

Tuesday 9:00AM-11:00PM

Wednesday 9:00AM-11:00PM Friday 9:00AM-2:00AM

Saturday 9:00AM-2:00AM





July 26, 2022

Rasheda Moss 4834 N 91 Street Milwaukee, WI - Wisconsin 53225

## RE: Class B Tavern License Application Review for Phoenix360

Dear Rasheda:

Your application for the above license(s) is scheduled for a televised hearing before the License and Health Committee on: August 2, 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.

7/26/22, 8:50 PM

## NEW LIQUOR LICENSE APPLICATION FOR LH COMMITTEE REVIEW

Agent's Full Name

Record # ALC-22-194

License Type Class B Beer Haili Zhang Legal Name

M&ZH INC

**DBA/Trade/Business Name** Fusion Cafe

Business Address 1427 S. 108th St.

Entertainment N/A

**Premise Description** Cooler. Storage. Sales and consumption on floor.

## HOURS OF OPERATION

Sunday 12:00PM-7:00PM

Monday

CLOSED

**Tuesday** 11:00AM-8:30PM

Wednesday 11:00AM-8:30PM Thursday 11:00AM-8:30PM

Friday 11:00AM-8:30PM

Saturday 11:00AM-8:30PM



July 26, 2022

Haili Zhang 1427 s 108th St. west Allis West Allis, WI 53214

## RE: Class B Beer License Application Review for Fusion Cafe

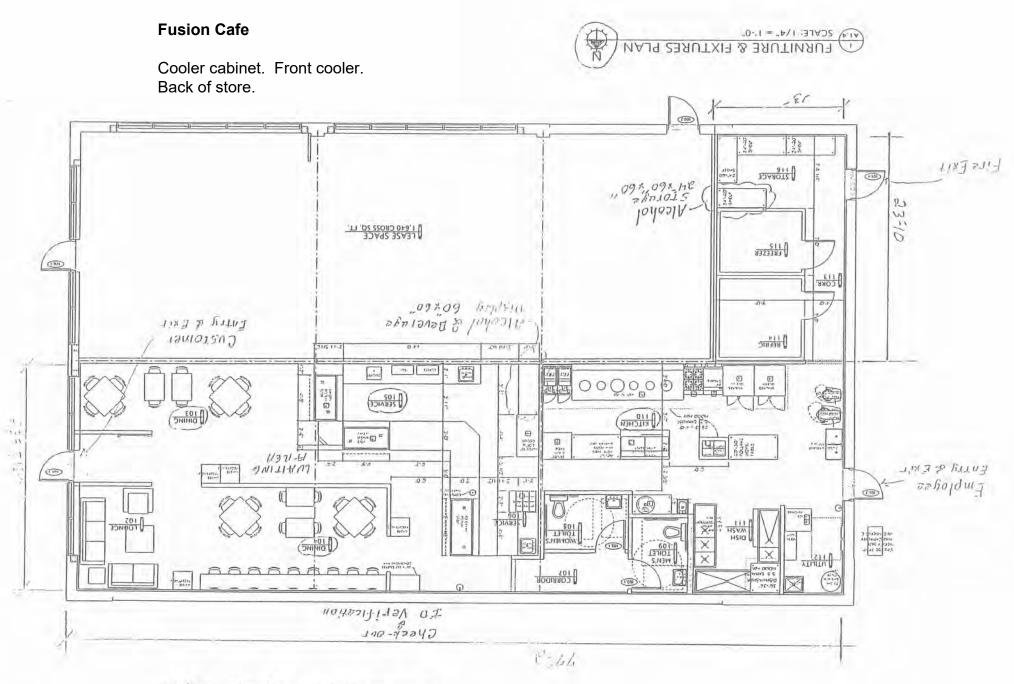
Dear Haili:

Your application for the above license(s) is scheduled for a televised hearing before the License and Health Committee on: August 2, 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.

7/26/22, 8:55 PM



140509518 = 34.07 NOISON

## **NEW APPLICATION FOR LH COMMITTEE REVIEW**

Record # PNSH-22-38

License Type Secondhand Article Dealer Applicant Name TIMOTHY VENHAUS

Legal Name Sparkenation LLC

**DBA/Trade/Business Name** PayMore West Allis Business Address 2245 S 108th St

Nature of the Business We will buy, sell, and trade new and used electronics

## HOURS OF OPERATION

Sunday CLOSED **Thursday** 11:00AM-6:00PM

Friday

Monday 11:00AM-6:00PM

Tuesday 11:00AM-6:00PM

Saturday 11:00AM-3:00PM

11:00AM-6:00PM

### Wednesday

11:00AM-6:00PM

Patrick S. Mitchell Chief of Police

Robert Fletcher Deputy Chief of Police

Christopher Marks Deputy Chief of Police





TO: Mayor Dan Devine

License and Health Committee:

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

The following is a summary of reported incidents involving licensed businesses, including reported tavern violations and calls for police service during the month of June, 2022;

### INCIDENT REPORTS:

### CASE #22-021105 - 06/15/22 - 0039hrs. - Heartbreakers - 9442 W. National Ave.

### CALLER: JUAN IXCOY AJANEL

### Officer Hoff Reports:

On 06/15/2022 at approximately 0040 hours I, Officer Hoff, was dispatched to Heartbreakers, located at 9442 W National Avenue, for a check on the welfare call. At the business officers spoke with Juan Ixcoy Ajanel who stated he was assaulted by staff, but did not provide a reason why it occurred. I spoke with a staff member, Joel R Briones who stated he had escorted Ixcoy Ajanel out of the business after he exposed his penis on three separate occasions to a female dancer. After being escorted outside Ixcoy Ajanel attempted to reenter the business by pushing past Briones. While Briones was attempting to walk back into the business Ixcoy Ajanel walked in front of him and attempted to strike him in the groin area. A physical altercation occurred between the two and Briones admitted to slapping Ixcoy Ajanel in the face numerous times. Ixcoy Ajanel was transported to Aurora West Allis Medical Center (AWAMC), located at 8901 W Lincoln Avenue, for medical treatment.

### CASE #22-022338 - 06/22/22 - 1958hrs. - Limanski's - 8900 W. Greenfield Ave.

### CALLER: AMY Y. HAYWARD

### Officer Christianson Reports:

On 06/22/2022 at 1958 hrs, officers were dispatched to Limanskis Pub located at 8900 W Greenfield Ave for a report of a large fight. The investigation revealed Michael A Rabinek, and Dale A Widuk, were involved in a verbal altercation inside of the bar. Michael and Dale went outside of the bar and a physical altercation ensued. During the altercation, Michael pointed a Smith and Wesson 9mm handgun at Dale. Michael ran into the basement of the bar where he hid the firearm and a black bag containing numerous illegal drugs. Dale was taken into custody for disorderly conduct. He was booked, cited, and released. Michael was booked for numerous offenses and transported to the Milwaukee County Jail. This case will be reviewed on 06/24/2022 at 0830 hrs.

### TAVERN RELATED INCIDENTS NOT REQUIRING INCIDENT REPORTS:

There were no tavern related incidents not requiring incident reports during this reporting period.

### TOBACCO AND ALCOHOL/TAVERN COMPLIANCE CHECKS:

### Tobacco compliance checks:

No compliance checks were conducted during this reporting period.

### Alcohol compliance checks:

No compliance checks were conducted during this reporting period.

### Tavern compliance checks:

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

Officers trained in Class B tavern compliance checks performed 17 tavern checks at randomly selected taverns in the month of June, 2022.

### Violation of Wisconsin Clean Air Act Smoking Ban:

No violations reported during this reporting period,

Respectfully submitted,

Sgt. Kevin Schmidt

Herm Schuert #16