City of West Allis

Meeting Agenda

Common Council

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

Tuesday, March 4, 2025 **7:00 PM** **City Hall, Common Council Chambers**
7525 W. Greenfield Ave.

REGULAR MEETING

This agenda replaces the original version previously posted on February 28th, 2025.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Led by Ald. Roadt.

D. PUBLIC HEARINGS

1. 2025-0517 Conditional Use Permit for The Armory Hockey Development Center, a proposed Instruction/Training (31 or more persons at one time) use, at 11111 W. Greenfield Ave.

Attachments: PH - 2025-0517 - The Armory Hockey

E. PUBLIC PARTICIPATION

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

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

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

Art Gallery – Administration & Economic Development

Room 128 – Public Safety & Public Works

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

G. MAYOR'S REPORT

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

H. ALDERPERSONS' REPORT

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

I. APPROVAL OF MINUTES

2. 2025-1738 February 11, 2025 Common Council Minutes.

Recommendation: Approve

Attachments: 2025-02-11 CC M

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

3. R-2025-0109 Resolution granting a Privilege to KC & SS Investments LLC for property located at 1442-50 S. 92nd St. (Tax Key No. 451-0228-003).

Recommendation: Adopt

Attachments: Res R-2025-0109

4. R-2025-0110 Resolution granting a Privilege to 6301 West Douglas LLC for property located at 7101-05 W. Greenfield Ave. (Tax Key No. 453-0059-000).

Recommendation: Adopt

Attachments: Res R-2025-0110

5. R-2025-0111 Resolution granting a Privilege to M3 Plus A LLC for property located at 8802 W. Becher St. (Tax Key No. 478-0072-001).

Recommendation: Adopt

Attachments: Res_R-2025-0111

6. R-2025-0112 Resolution granting a Privilege to RMSB Properties, LLC for property located at 7420 W. Greenfield Ave. (Tax Key No. 440-9004-000).

Recommendation: Adopt

Attachments: Res_R-2025-0112

7. R-2025-0113 Resolution granting a Privilege to Verpoco West Allis LLC for property located at 7130 W. Greenfield Ave. (Tax Key No. 440-0312-000).

Recommendation: Adopt

Attachments: Res_R-2025-0113

8. R-2025-0118 Resolution granting a Privilege to Tom N Tousignant & Cheryl A Tousignant for property located at 6030 W. Greenfield Ave. / 6031-35 W. National Ave. (Tax Key No. 439-0364-001).

Recommendation: Adopt

Attachments: Res_R-2025-0118

9. R-2025-0119 Resolution granting a Privilege to Alex Geiger for property located at 7116-18 W. Greenfield Ave. (Tax Key No. 440-0313-000).

Recommendation: Adopt

Attachments: Res_R-2025-0119

10. R-2025-0120 Resolution granting a Privilege to Alex Geiger for property located at 7227-35 W. Greenfield Ave. (Tax Key No. 453-0092-000).

Recommendation: Adopt

Attachments: Res_R-2025-0120

11. R-2025-0141 Resolution granting a Privilege to Tarlok Bhatia for property located at 2077 S. 78 St. / 7804 W. Becher St. (Tax Key No. 477-0174-000).

Recommendation: Adopt

Attachments: Res_R-2025-0141

12. R-2025-0145 Resolution to enter into a Maintenance Covenant with the Milwaukee Metropolitan Sewerage District (MMSD) for the installation of Green Infrastructure at the intersection of S. 62nd St. and W. Lapham St.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0145

G98005P159 WA Lapham Bioswales MC

13. R-2025-0146 Resolution to approve bid of Forward Contractors for sidewalk repairs in various locations in the City of West Allis in the amount of $170,931.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0146

14. R-2025-0157 Resolution authorizing the Water Division to engage Donohue & Associates for evaluation of alternatives at the 96th Street Pump Station.

Recommendation: Adopt

Attachments: Res_R-2025-0157

96 st pump station alternatives

15. R-2025-0147 Final Resolution authorizing public improvement concrete construction, concrete reconstruction and/or asphalt resurfacing in various locations and levying special assessments against benefited properties.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0147

16. R-2025-0158 Final Resolution authorizing public improvement in the general area bounded by W. Cleveland Ave. to Union Pacific Railroad; S. 92nd St. to S. 108th St. and levying special assessments against benefited properties.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0158

17. R-2025-0159 Resolution to approve bid of State Contractors Inc. for street reconstruction in S. 53rd St. from W. Burnham St. to W. Rogers St. and W. Rogers St. from S. 53rd St. to Dead End in the City of West Allis in the amount of $1,208,872.80.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0159

18. R-2025-0160 Resolution to approve bid of Pro Electric, Inc. for street lighting conversion in various locations in the City of West Allis in the amount of $1,444,592.64.

Recommendation: Adopt

Sponsors: Public Works Committee

Attachments: Res_R-2025-0160

19. 2025-1580 Appointment by Mayor Devine of Dan Adamczyk to the Office of Weed Commissioner of the City of West Allis for the year 2025.

Recommendation: Approve

20. 2025-1758 Appointment by Mayor Devine of Nancy Harris to the Commission on Aging for a 3-year term to expire March 4, 2028.

Recommendation: Approve

21. 2025-1763 Appointment by Mayor Devine of Amy May to the Public Beautification Committee as an at large member for a term to expire December 31, 2027.

Recommendation: Approve

22. 2025-1771 Appointment by Mayor Devine of Cynthia Moldenhauer to the Public Beautification Committee as a Ward 3 member representative for a term to expire December 31, 2026.

Recommendation: Approve

23. 2025-0952 Claim by Kate Stehr for towing fees on February 12th, 2025 at 6420 W. Mitchell St.

Recommendation: Refer to City Attorney

Attachments: 2025-0952 - Claim - Stehr

24. 2025-1762 Claim by Diane Scherzberg for property damage on February 25th, 2025 on W. National Ave under the I-41 Bridge.

Recommendation: Refer to City Attorney

Attachments: 2025-1762 - Claim - Scherzberg

25. 2025-1768 Claim by Erin Hanson-Baisley for property damage on February 17th, 2025 at 1117 S. 104th St.

Recommendation: Refer to City Attorney

Attachments: 2025-1768 - Claim - Hanson-Baisley

26. 2025-1780 Claim by Tammy Goratowski for property damage on February 15th, 2025 in the 2300 Block of S. 107th St.

Recommendation: Refer to City Attorney

Attachments: 2025-1780 - Claim - Goratowski

27. 2020-0344 Claim by Robert Mills regarding injuries and damages at W. Rogers St. and S. 116th St. on April 27, 2020.

Recommendation: Place on File

Attachments: 2020-0344 Claim - Robert Mills 05-19-2020

Claims Report-September 7, 2021

Claims Report- March 4, 2025

28. 2023-0510 Claim by Elliott Bingham for an accident on May 16, 2023.

Recommendation: Place on File

Attachments: 2023-0510 Claim - Bingham
2023-0510 Claim - Bingham
Claims Report- March 4, 2025

29. 2024-0594 Claim by Kevin Leitermann Properties, LLC for a money judgment at 11104 W. Greenfield Ave and 2345 S. 107th St. (445-9983-000 and 485-0009-010).

Recommendation: Place on File

Attachments: 2024-0594 - Claim - Kevin Leitermann Properties LLC
Claims Report- March 4, 2025

30. 2024-1033 Claim by Steve Nyikos regarding alleged property damage on October 15th, 2024 at 2016 S. 78th St.

Recommendation: Place on File

Attachments: 2024-1033 - Claim - Nyikos
Claims Report- March 4, 2025

31. 2024-0064 Claim by Charmion Robinson for alleged property damage and personal injuries at W. Lincoln Ave. and W. National Ave., on January 23, 2024.

Recommendation: Place on File

Attachments: Claim - 2024-0064 - Robinson
Claims Report- March 4, 2025

32. 2024-0765 Claim by Isaac Taiwo for alleged property damage at 2330 S. 54th St. on October 14, 2024.

Recommendation: Place on File

Attachments: 2024-0765 - Claim - Taiwo
Claims Report- March 4, 2025

33. 2024-0928 Claim by Jamie Thomas for alleged property damage at 2905 S. 95th St., on October 16, 2024.

Recommendation: Place on File

Attachments: 2024-0928 - Claim - Thomas, Jamie
Claims Report- March 4, 2025

34. 2024-1266 Claim by Cornelius Armstrong regarding alleged property damage at 2832 N. 12th St. Lower Unit, on December 10th, 2024.

Recommendation: Deny

Attachments: 2024-1266 - Claim - Armstrong
Claims Report- March 4, 2025

35. 2023-0704 Claim by Elliott Bingham for accident at 2103 S. 71 St. Apt. 104, on May 16, 2023.

Recommendation: Deny

Attachments: 2023-0704 Claim - Bingham, Elliott
Claims Report- March 4, 2025

36. R-2025-0153 Resolution authorizing the submission of an Unlocking Capital on Main Street Grant Application through the Robert Wood Johnson Foundation to support economic development efforts to support small business needs in West Allis.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: Res_R-2025-0153

37. R-2025-0154 Resolution authorizing the submission for the Year 2025 Supplemental Fund for Eligible Brownfields Revolving Loan Fund Grant through the Environmental Protection Agency (EPA) to assist on West Allis brownfield redevelopment projects.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: Res_R-2025-0154

38. O-2025-0028 Ordinance to repeal and recreate provisions related to public health, sanitation, and animals.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Attachments: Ord_O-2025-0028

39. O-2023-0011 Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Sponsors: Economic Development Committee

Attachments: Ord_O-2023-0011 - Updated 03-31-23
Ord_O-2023-0011
2023-03-07 - PH Notice - Rezoning
(ORD) Map 6604-6620 W Mitchell St
PROOF OF PUBLICATION - O-2023-0011

40. R-2025-0152 Resolution approving an amendment to the Non-Exclusive Parking Lot Lease Agreement by and between the City of West Allis and The Deco Venues, LLC., which is the owner of the property located at 7546 W. Greenfield Ave., for parking in the City-Owned parking lots located at 7525 W. Greenfield Ave. and 14** S. 75 St.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: Res_R-2025-0152

Parking Agreement - Emerald FINALRevisedfor March 4 CC

41. R-2025-0155 Resolution to approve the terms & conditions for an Economic Development Loan to Ope Brewing Company LLC, located at 6751 W. National Ave., in the amount of up to $150,000 under the Capital Catalyst Loan Program.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: Res_R-2025-0155

Ope Brewing Company LLC Commitment Letter

42. R-2025-0156 Resolution to approve the terms & conditions for an Economic Development Loan to Bars and Recreation Inc., d/b/a SSBMKE, Inc., located at 6325 W. National Ave., in the amount of $50,000.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: Res_R-2025-0156

SSBMKE Inc dba Bars & Recreation Commitment Letter

43. 2025-0517 Conditional Use Permit for The Armory Hockey Development Center, a proposed Instruction/Training (31 or more persons at one time) use, at 11111 W. Greenfield Ave.

Attachments: PH - 2025-0517 - The Armory Hockey

Recommendation: Postpone until March 18th, 2025 Council meeting.

44. O-2025-0028 Ordinance to repeal and recreate provisions related to public health, sanitation, and animals.

Recommendation: Postpone until March 18th, 2025 Council meeting.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Attachments: Ord_O-2025-0028

45. 2025-1636 New Operator's License (Bartender/Class D Operator) application for Joseph Fiumefreddo. (BART-1404)

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: BART-1404 - Fiumefreddo - Hearing Notice

46. 2025-1767 New Operator's License (Bartender/Class D Operator) application for Moises Martinez. (BART-1408)

Recommendation: Postpone until March 18th, 2025 Council meeting.

Attachments: BART-1408 - Martinez - Hearing Notice

L. 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 NOTICE OF PUBLIC HEARING. NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a Public Hearing on March 4, 2025 at 7:00PM, or soon thereafter in the Common Council Chambers at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, Wisconsin for a Conditional Use Permit for The Armory Hockey Development Center, a proposed Instruction/Training (31 or more persons at one time)use, at 11111 W. Greenfield Ave. (Tax Key No. 448-9993-006) Additional project information, comments, questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414.302.8460. You may express your opinion prior to the meeting in writing by emailing clerk@westalliswi.gov, or in person at the public hearing at the above date, time and location. Dated this February 6, 2025. Rebecca Grill, City Clerk. Publish as a Class II Legal Notice in the Daily Reporter on February 14, 2025 and February 21, 2025. Legistar File 2025-0517.

City of West Allis

Meeting Minutes

Common Council

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

Tuesday, February 11, 2025 | **7:00 PM** | **City Hall, Common Council Chambers, 7525 W. Greenfield Ave.**

REGULAR MEETING

A. CALL TO ORDER

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

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

Led by Ald. Nowling.

D. PUBLIC HEARINGS

1. R-2025-0045 Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various sidewalks by concrete reconstruction.

Sponsors: Public Works Committee

Melinda Dejewski, City Engineer, and Rob Hutter, Assistant City Engineer, presented.

The following people spoke regarding this item:
Gordon Voltz, 2411 S. 93rd St.
William Frolow, 1000 S. 62nd St.

2. R-2025-0055 Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

Melinda Dejewski, City Engineer, and Rob Hutter, Assistant City Engineer, presented.

The following people spoke regarding this item:
William Frolow, 1000 S. 62nd St.
Catie Barksdale, 2154 S. 83rd St.
Tony Gierczak, 974 S. 62nd St.
Abby Kazal-Thresher, 974 S. 62nd St.
Chris Caponi, 1001 S. 61st St.
Cliff Hale, 1907 S. 91st St.
Peter J. Kieturkus, 2107 S. 83rd St.
John & Sydney Sweas, 9232 W. Lincoln Ave.
Francisco Duchicela, 2131 S. 83rd St.
George Chaparas, 944 S. 63rd St.

3. 2024-1265 Conditional Use Permit for Toppers, a proposed restaurant use, at 11045 W. National Ave.

Steve Schaer, Manager of Planning & Zoning, presented.

4. 2025-0041 Conditional Use Permit for Hidden Lofts, a proposed 5+ Unit Dwelling, at 3000 Block S. 108th St.

Steve Schaer, Manager of Planning & Zoning, presented.

5. 2025-0042 Conditional Use Permit for CD One Price Cleaners, a proposed Dry-Cleaning use, at 2367 S. 108th St.

Steve Schaer, Manager of Planning & Zoning, presented.

E. PUBLIC PARTICIPATION

None.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

G. MAYOR'S REPORT

The Mayor thanked the GFWC Woman's Club of West Allis for hosting a lunch at Mount Hope Lutheran Church. He also welcomed two new businesses to the City, Aroma Cafe and K Street Cafe.

H. ALDERPERSONS' REPORT

Ald. Weigel encouraged residents to attend the WISDot public meeting regarding the reconstruction of Hwy 59 & Hwy 181. It is scheduled for February 25th from 5-7pm at City Hall.
Ald. Kuehn encouraged people to attend the Empty Bowls event on February 22nd from 3-6pm. It is sponsored by LaFollette Park group, and benefits local West Allis food pantries.
Ald. Grisham reminded with snow in the forecast to park smart, help neighbors, and thanked DPW for their efforts in keeping the City safe.

I. APPROVAL OF MINUTES

6. 2025-0069 January 28, 2025 Common Council Minutes.

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

J. VETOED ITEMS

7. 2024-1143 Conditional Use Permit for The Emerald, a proposed Event Space (5,000 or more sq. ft.), at 7546 W. Greenfield Ave.

Ald. Haass moved to refer this item back to Economic Development Committee, Ald. Weigel seconded, motion carried.

Committee Action:
Ald. Nowling moved to amend by removing all conditions originally imposed by the committee and replacing them with one condition that the permit holder maintain a parking lease with the City. Ald. Kuehn seconded. Motion carried 4-1 with Ald. Weigel voting no.

K. STANDING COMMITTEE REPORTS

PUBLIC SAFETY COMMITTEE

8. 2025-0074 Class B Tavern Seasonal Temporary Premise Extension request for Paulie's Pub, 8031 W. Greenfield Ave., from May 23, 2025 through September 30, 2025. (TEMP-25-1)

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

9. 2025-0031 Summons and complaint against Super Bottle LLC d/b/a/ Super Bottle, 1357 S. 76th St. Agent: Rupinderjit Singh

Ald. Haass moved to reopen the item based on the request of the Agent's Attorney, Ald. Weigel seconded, motion carried.

The Agent's Attorney asked for reconsideration of the proposed 10 day suspension, Ald. Grisham moved to approve the committee recommendation of a 10 day suspension effective Wednesday, 2/12/25 at 9am through Saturday, 2/22/25 at 9am, Ald. Halvorsen seconded, motion carried with the following role call vote:

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

No: 0

L. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

10. R-2025-0078 Resolution honoring and commending Rebecca N. Grill for her service as City Administrator for the City of West Allis.

Ald. Haass motioned to have item #10 be heard separately.

Ald. Haass moved to adopt, Ald. Grisham seconded, motion carried unanimously.

Passed The Block Vote

Ald. Haass moved to approve the Consent Agenda, items #11 - #42, Ald. Grisham seconded, motion carried by roll call vote:

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

No: 0

11. O-2025-0006 Ordinance to amend speed limit on W. Cleveland Ave. from S. 108th St. to S. 124th St.

Sponsors: Alderperson Haass and Alderperson Weigel

Passed

12. O-2025-0010 Ordinance to amend salary schedule by creating City Clerk and Marketing & Communications Manager positions (Grade N2).

Sponsors: Alderperson Weigel

Passed

13. R-2025-0063 Resolution approving the appointment of Tracey Uttke to the position of City Clerk.

Adopted

14. R-2025-0064 Resolution to approve the Employment Contract for the position of City Clerk for Tracey Uttke.

Adopted

15. R-2025-0039 Resolution granting a Privilege to Charles Vincent Rooney for property located at 5932 W. Mitchell St. (Tax Key No. 455-0006-000).

Adopted

16. R-2025-0040 Resolution granting a Privilege to Lutz Land Management LLC for property located at 6923 W. Becher St. (Tax Key No. 476-0203-900).

Adopted

17. R-2025-0042 Final Resolution authorizing public improvement concrete construction, concrete reconstruction and/or asphalt resurfacing in various locations and levying special assessments against benefited properties.

Sponsors: Public Works Committee

Adopted

18. R-2025-0043 Resolution granting a Privilege to Schwab Real Estate Investments LLC for property located at 7038-42 W. Greenfield Ave. (Tax Key No. 440-0230-000).

Adopted

19. R-2025-0044 Resolution granting a Privilege to 9501 Greenfield Avenue LLC for property located at 9505-09 W. Greenfield Ave. (Tax Key No. 450-0042-001).

Adopted

20. R-2025-0051 Resolution granting a Privilege to The Deco Venues LLC for property located at 7540-46 W. Greenfield Ave. (Tax Key No. 440-0442-000).

Adopted

21. R-2025-0057 Resolution to approve the replacement of the control valve for pump #2 at the 84th Street pump station.

Adopted

22. R-2025-0059 Resolution accepting work of LaLonde Contractors, Inc. for the street reconstruction at S. 65th St. from W. Greenfield Ave. to W. National Ave and S. 66th St. from W. National Ave. to W. Mitchell st. in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 1 for final payment in the amount of $0.00.

Sponsors: Public Works Committee

Adopted

23. R-2025-0060 Resolution to accept the proposal of Rainbow Treecare, providing 4% Emamectin Benzoate an Emerald Ash insecticide treatment, for a total net sum of $ 31,898.24.

Adopted

24. R-2025-0061 Resolution to accept the proposals of various nurseries for furnishing and delivering 504 trees for 2025 spring planting for a total net sum of $45,973.

Adopted

25. R-2025-0062 Resolution to approve the Employment Contract for the position of Code Enforcement Director for Dan Adamczyk.

Adopted

26. R-2025-0065 Resolution to approve the quote from AVI Systems Inc for $139,513.50 to modernize the technology in our City Hall conference rooms.

Adopted

27. R-2025-0070 Resolution amending the existing professional services contract with raSmith to provide roadway and signal design services for the City of West Allis for an amount not to exceed $42,000.

Sponsors: Public Works Committee

Adopted

28. R-2025-0073 Resolution Authorizing the application of Arts and Humanities Grants Under $5,000.

Adopted

29. R-2025-0074 Resolution amending the existing professional services contract with raSmith to provide traffic engineering services for the City of West Allis for an amount not to exceed $38,000.

Sponsors: Public Works Committee

Adopted

30. R-2025-0075 Resolution to approve bid of Musson Bros., Inc. sanitary sewer connection liners in various locations within the City of West Allis in the amount of $344,000.

Sponsors: Public Works Committee

Adopted

31. R-2025-0076 Resolution to approve bid of Visu-Sewer, LLC sanitary sewer lining in various locations within the City of West Allis in the amount of $162,032.

Sponsors: Public Works Committee

Adopted

32. R-2025-0082 Resolution to rescind real property tax for 6901 W. Beloit Rd. (Tax Key No. 489-0037-000)

Adopted

33. R-2025-0084 Resolution to add a Senior Accountant position to the Finance Department.

Adopted

34. R-2025-0085 Resolution to accept the proposals of Hein Electric and Graybar Electric, for furnishing and delivering fuses, fuse holders, connectors, wire, cable, and luminaires for a total sum of $135,125.86.

Adopted

35. R-2025-0086 Resolution to authorize the purchase of portable column lifts for the shop in the new Public Works facility from Rotary Lift for $382,141.02.

Adopted

36. 2025-0036 December 2024 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of $77,262.86.

Placed on File

37. 2025-0065 Lawsuit regarding a foreclosure of mortgage (2025CV000617) for property at 5642 N. 74th St.

Referred to City Attorney

38. 2025-0067 Claim by Landmark Harmony Housing, LLC for a money judgment for property parcels known as 453-0002-001 & 453-0001-009.

Referred to City Attorney

39. 2025-0615 Claim by Rolando Coria for personal injury sustained on January 22nd, 2025 at S. 62nd St. and W. Burnham St..

Referred to City Attorney

40. 2025-0085 Finance Director/Comptroller submitting report for January 2025 indicating City of West Allis checks issued in the amount of $8,754,259.27.

Placed on File

41. 2025-0117 Appointment by Mayor Devine of Katrina Biefeld as a member at large to the Public Beautification Committee for a term to expire December 31, 2027.

Approved

42. 2025-0195 January 2025 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of $35,499.98.

Placed on File

M. COMMON COUNCIL RECESS

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

The Council recessed at 8:40 p.m. and reconvened at 9:39 p.m.

N. NEW AND PREVIOUS MATTERS

ADMINISTRATION COMMITTEE

Committee convened at 8:45 p.m.

43. O-2025-0018 Ordinance to allow collection of sign maintenance inspection Fees as special charges.

Sponsors: Alderperson Weigel

Committee Action:
Ald. Kuehn motioned to pass, Ald. Grob seconded, motion carried.

Ald. Kuehn moved to adjourn at 8:47 p.m., Ald. Grob seconded, motion carried.

Council Action: Passed

PUBLIC WORKS COMMITTEE

Committee convened at 8:44 p.m.

Passed The Block Vote

Ald. Roadt moved to approve items #44 - #46, motion carried by roll call vote:

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

No: 0

44. R-2025-0058 Resolution to adopt the Public Service Commission of Wisconsin Water Utility Rate and Rule Order 6360-WR-111.

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

Council Action: Adopted

Public Hearing Items (Public Works Committee)

45. R-2025-0045 Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various sidewalks by concrete reconstruction.

Sponsors: Public Works Committee

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

Council Action: Adopted

46. R-2025-0055 Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

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

Ald. Grisham moved to adjourn at 8:46 p.m., Ald. Halvorsen seconded, motion carried.

Council Action: Adopted

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 8:45 p.m.

50. R-2025-0069 Resolution approving a Non-Exclusive Parking Lot Lease Agreement by and between the City of West Allis and The Deco Venues, LLC., which is the owner of the property located at 7546 W. Greenfield Ave., for parking in the City-Owned parking lots located at 7525 W. Greenfield Ave. and 14** S. 75th St.

Committee Action:
Ald. Nowling moved to amend with the following conditions: The City does not need to provide agent any notice for Monday - Wednesday, but will provide a 90 day notice for Thursday - Sunday, with no availability for the agent on the 1st Sunday of June & October of each year, Ald. Novak seconded, motion carried.

Council Action:
Adopted as amended with the following roll call vote:
Yes - 8 - Grob, Haass, Halvorsen, Kuehn, Novak, Nowling, Roadt and Turner
No - 2 - Weigel & Grisham

Passed The Block Vote

Ald. Kuehn moved to approve items #47 - #49 and #51 - #53, motion carried by roll call vote:

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

No: 0

47. 2025-0046 New Class B Tavern and Public Entertainment License for Silly Goose Bar MKE, LLC, d/b/a Silly Goose Bar, 5906 W. Burnham St. Agent: Andrew Ahles. (ALC-25-1)

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

Council Action:
Granted

48. R-2025-0067 Resolution authorizing the renewal of Placer.ai software platform from Placer Labs, Inc. in the amount of $26,250 relative to economic development and planning activities, funded through First Industrial Ring Enterprises (FIRE).

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

Council Action:
Adopted

49. R-2025-0068 Resolution to approve the terms & conditions for an Economic Development Loan to All Goods LLC, d/b/a All Goods, located at 8436 W. Greenfield Ave., in the amount of a $50,000 Economic Development Loan under the Community Development Block Grant Program.

Committee Action:
Ald. Nowling moved to adopt, Ald. Grob seconded, motion carried.

Council Action:
Adopted

Public Hearing Items (Economic Development Committee)

51. 2024-1265 Conditional Use Permit for Toppers, a proposed restaurant use, at 11045 W. National Ave.

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

Council Action:
Adopted

52. 2025-0041 Conditional Use Permit for Hidden Lofts, a proposed 5+ Unit Dwelling, at 3000 Block S. 108th St.

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

Council Action:
Adopted

53. 2025-0042 Conditional Use Permit for CD One Price Cleaners, a proposed Dry-Cleaning use, at 2367 S. 108th St.

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

Ald. Grob moved to adjourn at 9:35 p.m., Ald. Weigel seconded, motion carried.

Council Action:
Adopted

PUBLIC SAFETY COMMITTEE

Committee convened at 8:46 p.m.

Passed The Block Vote

Ald. Grisham moved to items #54 - #58, motion carried by roll call vote:

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

No: 0

54. 2025-0204 February 3, 2025 Public Safety Committee Minutes.

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

55. 2024-1063 New Operator's License (Bartender/Class D Operator) application for Robert Beierle. (BART-1352)

Committee Action:
Ald. Roadt moved to grant, Ald. Turner seconded, motion carried.

Council Action:
Granted

56. 2025-0063 New Operator's License (Bartender/Class D Operator) application for Sarah Becker. (BART-1398)

Committee Action:
Ald. Halvorsen moved to grant, Ald. Turner seconded, motion carried.

Council Action:
Granted

57. 2025-0064 New Operator's License (Bartender/Class D Operator) application for Jason Smith. (BART-1392)

Committee Action:
Ald. Haass moved to deny based on background check and failure to appear, Ald. Halvorsen seconded, motion carried.

Council Action:
Denied

58. 2025-0512 New Operator's License (Bartender/Class D Operator) application for Hayley Negron. (BART-1403)

Committee Action:
Ald. Haass moved to deny based on background check and failure to appear, Ald. Halvorsen seconded, motion carried.

Ald. Haass moved to adjourn at 8:53 p.m., Ald. Halvorsen seconded, motion carried.

Council Action:
Denied

O. ADJOURNMENT

Ald. Haass moved to adjourn at 9:56 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is March 4, 2025 at 7:00 p.m.



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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

CITY OF WEST ALLIS
RESOLUTION R-2025-0109

RESOLUTION GRANTING A PRIVILEGE TO KC & SS INVESTMENTS LLC FOR PROPERTY LOCATED AT 1442-50 S. 92 ST. (TAX KEY NO. 451-0228-003)

WHEREAS, KC & SS Investments LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-35) located at 1442-50 S. 92 St., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant is not required to submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from KC & SS Investments LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to KC & SS Investments LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 1442-50 S. 92 St., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0109" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0109*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0110

RESOLUTION GRANTING A PRIVILEGE TO 6301 WEST DOUGLAS LLC FOR PROPERTY LOCATED AT 7101-05 W. GREENFIELD AVE. (TAX KEY NO. 453-0059-000)

WHEREAS, 6301 West Douglas LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-38) located at 7101-05 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant is not required to submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from 6301 West Douglas LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to 6301 West Douglas LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7101-05 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **<u>ADOPTION</u>** "R-2025-0110" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0110*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0111

RESOLUTION GRANTING A PRIVILEGE TO M3 PLUS A LLC FOR PROPERTY LOCATED AT 8802 W. BECHER ST. (TAX KEY NO. 478-0072-001)

WHEREAS, M3 Plus A LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-34) located at 8802 W. Becher St., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from M3 Plus A LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to M3 Plus A LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 8802 W. Becher St., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0111" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0111*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0112

RESOLUTION GRANTING A PRIVILEGE TO RMSB PROPERTIES, LLC FOR PROPERTY LOCATED AT 7420 W. GREENFIELD AVE. (TAX KEY NO. 440-9004-000)

WHEREAS, RMSB Properties, LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-37) located at 7420 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from RMSB Properties, LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to RMSB Properties, LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7420 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **<u>ADOPTION</u>** "R-2025-0112" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0112*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0113

RESOLUTION GRANTING A PRIVILEGE TO VERPOCO WEST ALLIS LLC FOR PROPERTY LOCATED AT 7130 W. GREENFIELD AVE. (TAX KEY NO. 440-0312-000)

WHEREAS, Verpoco West Allis LLC requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-36) located at 7130 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Verpoco West Allis LLC by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Verpoco West Allis LLC a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7130 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0113" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0113*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0118

RESOLUTION GRANTING A PRIVILEGE TO TOM N TOUSIGNANT & CHERYL A TOUSIGNANT FOR PROPERTY LOCATED AT 6030 W. GREENFIELD AVE. 6031-35 W. NATIONAL AVE. (TAX KEY NO. 439-0364-001)

WHEREAS, Tom N Tousignant & Cheryl A Tousignant requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-18) located at 6030 W. Greenfield Ave. / 6031-35 W. National Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $1,000 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Tom N Tousignant & Cheryl A Tousignant by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Tom N Tousignant & Cheryl A Tousignant a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 6030 W. Greenfield Ave. / 6031-35 W. National Ave., in the City of West Allis, WI.

SECTION 1: **<u>ADOPTION</u>** "R-2025-0118" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0118*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0119

RESOLUTION GRANTING A PRIVILEGE TO ALEX GEIGER FOR PROPERTY LOCATED AT 7116-18 W. GREENFIELD AVE. (TAX KEY NO. 440-0313-000)

WHEREAS, Alex Geiger requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-29) located at 7116-18 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Alex Geiger by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Alex Geiger a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7116-18 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0119" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0119*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0120

RESOLUTION GRANTING A PRIVILEGE TO ALEX GEIGER FOR PROPERTY LOCATED AT 7227-35 W. GREENFIELD AVE. (TAX KEY NO. 453-0092-000)

WHEREAS, Alex Geiger requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-28) located at 7227-35 W. Greenfield Ave., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Alex Geiger by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Alex Geiger a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 7227-35 W. Greenfield Ave., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0120" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0120*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0141

RESOLUTION GRANTING A PRIVILEGE TO TARLOK BHATIA FOR PROPERTY LOCATED AT 2077 S. 78 ST. / 7804 W. BECHER ST. (TAX KEY NO. 477-0174-000)

WHEREAS, Tarlok Bhatia requests from the City of West Allis a Privilege to place an obstruction beyond a lot line within a highway as allowed by Wis. Stat. 66.0425, consisting of the obstruction(s) listed on the application (PRV-40) located at 2077 S. 78 St. / 7804 W. Becher St., in the City of West Allis, WI ("Privilege"); and

WHEREAS, by receiving this Privilege, the Applicant assumes primary liability for damages to person or property by reason of the granting of this Privilege, is obligated to remove an obstruction or excavation upon 10 days' notice by the City and waives the right to contest in any manner the validity of Wis. Stat. 66.0425 or the amount of compensation charged; and

WHEREAS, the Applicant will annually submit to the City proof of insurance consistent with coverage amounts required by the City Attorney's office; and

WHEREAS, the City requires the Applicant file a bond of $0 that runs to the City and to 3rd parties that may be injured; and that secures the performance of the conditions specified in this privilege; and

WHEREAS, compensation of $50.00 for this Privilege shall be paid into the general fund; and

WHEREAS, the holder of this Privilege is not entitled to damages for removal of an obstruction or excavation, and if the holder does not remove the obstruction or excavation upon due notice, it shall be removed at the holder's expense; and

WHEREAS, the cost to remove an obstruction may be collected from Tarlok Bhatia by placing the cost upon the owned property as a special tax; and

WHEREAS, third parties whose rights are interfered with by the granting of this Privilege have a right of action against the holder of this Privilege only;

NOW THEREFORE, be it resolved by the Council of the City of West Allis, in the State of Wisconsin, that the City of West Allis grants to Tarlok Bhatia a Privilege to place an obstruction beyond a lot line within a highway as described above and located adjacent to 2077 S. 78 St. / 7804 W. Becher St., in the City of West Allis, WI.

SECTION 1: **ADOPTION** "R-2025-0141" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0141*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0145

RESOLUTION TO ENTER INTO A MAINTENANCE COVENANT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR THE INSTALLATION OF GREEN INFRASTRUCTURE AT THE INTERSECTION OF S. 62ND ST. AND W. LAPHAM ST.

WHEREAS, the City of West Allis (the "City") recognizes the importance of the proper maintenance of Green Infrastructure for it to continue managing storm water in a sustainable manner; and,

WHEREAS, in this action the City has declared its intent to properly maintain this Green Infrastructure project where bioswales were installed to capture and retain stormwater as part of the installation of a new intersection; and,

WHEREAS, the City will maintain the green infrastructure in the intersection of S. 62nd St. and W. Lapham St. throughout this Maintenance Covenant and,

WHEREAS, the MMSD will provide funding for the installation of the Green Infrastructure through their Green Solutions Program and Greening America's Communities once this Maintenance Covenant is in place; and,

NOW THEREFORE, BE IT RESOLVED that the City of West Allis grants MMSD a Maintenance Covenant for the installation of Green Infrastructure at the intersection of South 62nd Street and West Lapham Street.

BE IT FURTHER RESOLVED that the City Engineer is hereby directed and authorized to enter into a Maintenance Covenant with Milwaukee Metropolitan Sewerage District in compliance with the funding requirements.

SECTION 1: **ADOPTION** "R-2025-0145" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0145*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

Green Infrastructure Maintenance Covenant
for
West Allis Bioswales - Agreement G98005P159 and Agreement G98015P08

This Maintenance Covenant (Covenant) is granted by the City of West Allis (Funding Recipient), located at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, to the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

1. **The Green Infrastructure.** The Green Infrastructure includes eight bioswales totaling 3,500 square feet with a capture capacity of 10,500 gallons of stormwater as described in attached Exhibit A (Green Infrastructure).

2. **Baseline Documentation.** The condition of the Green Infrastructure is documented in a Baseline Report provided by the Funding Recipient to the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the Green Infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.

3. **Conservation Intent.** Funding Recipient and the District share the common purpose of preserving the Green Infrastructure for a period of at least 10 years. Funding Recipient intends to protect the Green Infrastructure. In addition, Funding Recipient intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

In consideration of the facts recited above, Funding Recipient grants and the District accepts a Maintenance Covenant for a period of 10 years for the Green Infrastructure. This Covenant consists of the following terms, rights, and restrictions.

1. **Purpose.** The purpose of this Covenant is to require Funding Recipient to keep, preserve, and maintain the Green Infrastructure as described above and as further delineated in Exhibit A attached hereto and incorporated herein.

2. **Effective Dates.** This Covenant is effective upon the date of last signature below. This Covenant terminates exactly 10 years from the date of last signature below.

3. **Operation and Maintenance.** Funding Recipient will maintain the Green Infrastructure so that it remains functional for the entire term of this Covenant. Funding Recipient is solely responsible for the operation, maintenance, and performance of the Green Infrastructure.

4. Additional Reserved Rights of Funding Recipient. Funding Recipient retains all rights associated with the Green Infrastructure including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by this Covenant or inconsistent with the purpose of this Covenant. However, Funding Recipient may not exercise these rights in a manner that would adversely affect the Green Infrastructure.

Funding Recipient expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Green Infrastructure only if:

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Funding Recipient incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Funding Recipient transfers any interest in all or part of the Green Infrastructure.

4.3 Funding Recipient notifies the District of any conveyance in writing within 15 days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 Failure of Funding Recipient to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. District Rights and Remedies. To accomplish the purpose of this Covenant, Funding Recipient expressly conveys to the District the following rights and remedies:

5.1 Preserve Conservation Values. The District has the right to preserve and protect the Green Infrastructure.

5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the Green Infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the Green Infrastructure that are damaged by any inconsistent activity or use pursuant to the remedies set forth herein.

5.3 Inspection. The District has the right to inspect and monitor compliance with the terms of this Covenant, obtain evidence for use in seeking judicial or other enforcement of the Covenant, and otherwise exercise its rights under this Covenant. The District will provide prior notice to Funding Recipient before inspecting the Green Infrastructure, shall comply with any safety rules of Funding Recipient when undertaking such inspections, and shall avoid unreasonable disruption of the activities of the Funding Recipient when undertaking such inspections.

6. Remedies for Violations. The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

6.1 Notice of Problems. If the District identifies problems with the Green Infrastructure, the District will initially attempt to resolve the problems collaboratively with the

Funding Recipient. The District will notify Funding Recipient of the problems and request the Funding Recipient take remedial action within a reasonable amount of time.

6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened, then the District will give written notice of the violation or threatened violation and allow at least 30 days for the Funding Recipient to correct the violation. If Funding Recipient fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the Green Infrastructure or if good faith efforts to notify Funding Recipient are unsuccessful.

6.3 Remedies. When enforcing this Covenant, the remedies available to the District include temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Covenant, specific performance, declaratory relief, and recovery of damages resulting from a violation of this Covenant or injury to the Green Infrastructure.

6.4 Non-Waiver. A delay or prior inability of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.

6.5 Waiver of Certain Defenses. Funding Recipient waives any defense of laches or estoppel as related to this Covenant.

6.6 Acts Beyond the Control of Funding Recipient. The District may not bring any action against Funding Recipient for any injury or change in the Green Infrastructure resulting from causes beyond the control of Funding Recipient including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Funding Recipient under emergency conditions to prevent or mitigate damage from such causes, provided that Funding Recipient notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant.

7. Amendment. Funding Recipient and the District may jointly amend this Covenant in a written instrument executed by both parties. However, no amendment will be allowed if, in the judgment of the District, the proposed amendment:

7.1 Seeks to diminish the Green Infrastructure,

7.2 Would be inconsistent with the purpose of this Covenant,

7.3 Seeks to shorten the duration of this Covenant, or

7.4 Would affect the validity of this Covenant.

8. Assignment. The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state, or local government or to an organization that is qualified within the meaning of 26 U.S.C. § 170(h)(3) and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term. The District will notify Funding Recipient of any assignment at least 30 days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

9. Headings. The headings in this Covenant have been inserted solely for convenience of reference and have no effect on construction or interpretation.

10. Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of this Covenant and protection of the Green Infrastructure.

11. Counterparts. Funding Recipient and the District may execute this Covenant in two or more counterparts which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

12. Entire Agreement. This Covenant sets forth the entire agreement between Funding Recipient and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Covenant other than Green Solutions-West Allis-Bioswale Bump Outs Funding Agreement G98005P159 executed on January 23, 2025 and Green Infrastructure Funding Agreement G98015P08-Lapham Curb Bump Outs executed on December 16, 2024.

13. Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, this Covenant may be extinguished only if Funding Recipient and the District agree that a subsequent unexpected change in the condition of or surrounding the Green Infrastructure makes accomplishing the purpose of this Covenant impossible.

14. Ownership Responsibilities, Costs, and Liabilities. Funding Recipient retains all responsibilities and will bear all costs and liabilities related to the ownership of the Green Infrastructure including, but not limited to, the following:

14.1 Operation, upkeep, and maintenance. Funding Recipient is responsible for the operation, upkeep, and maintenance of the Green Infrastructure.

14.2 Control. In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

a. Exercise physical or managerial control over the day-to-day operations of the Green Infrastructure;

b. Become involved in the management decisions of Funding Recipient regarding the generation, handling, or disposal of hazardous substances; or

c. Otherwise become an operator of the Green Infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of the Green Infrastructure.

14.3 Permits. Funding Recipient is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Funding Recipient will comply with all applicable federal, state, and local laws, regulations, and requirements.

14.4 Indemnification. Funding Recipient releases and will hold harmless, indemnify, and defend the District and its commissioners, members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

a. Injury to or the death of any person or physical damage to the Green Infrastructure resulting from any act, omission, condition, or other matter related to or occurring on or about the Green Infrastructure, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

b. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation including, without limitation, CERCLA, by any person other than the Indemnified Parties in any way affecting, involving, or related to the Green Infrastructure; or

c. The presence or release in, on, from, or about the Green Infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

Nothing in this Covenant is intended to be a waiver or estoppel of Funding Recipient or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statues §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, Funding Recipient or its insurer will not

be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

15. Severability. If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

16. Successors. This Covenant is binding upon and inures to the benefit of Funding Recipient and the District and their respective personal representatives, heirs, successors, and assigns and will continue as a servitude running with the Green Infrastructure for the term of this Covenant.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By: _____

Kevin L. Shafer, P.E.
Executive Director

Date: _____

CITY OF WEST ALLIS

By: _____

Melinda K. Dejewski, P.E.
City Engineer

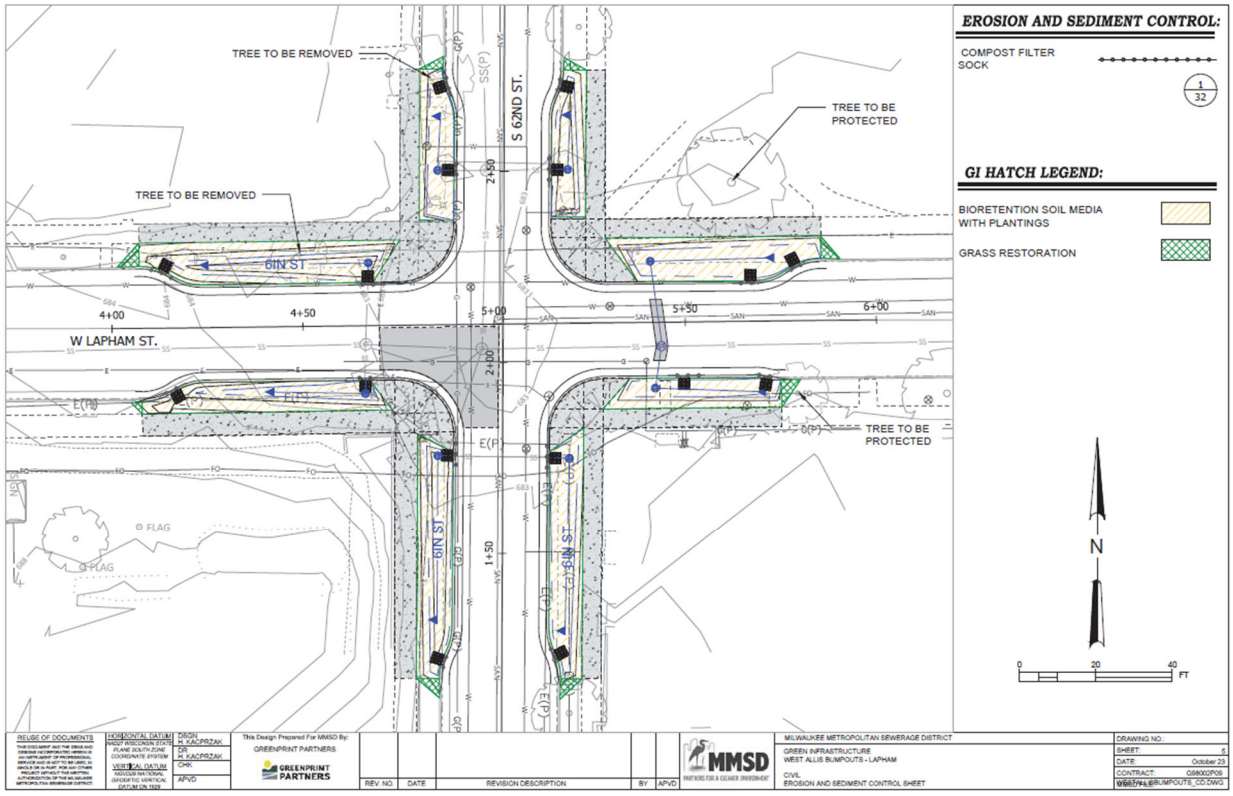
Date: _____

Approved as to Form

By: _____

Vincent R. Bauer
Attorney for the District

Exhibit A


TREE TO BE REMOVED
TREE TO BE REMOVED
TREE TO BE PROTECTED
TREE TO BE PROTECTED
S 62ND ST.
60TH ST
W LAPHAM ST.
4+00
4+50
5+00
5+50
6+00
2+00
2+50
1+50
FLAG
FLAG
EROSION AND SEDIMENT CONTROL:
COMPOST FILTER SOCK
1/32
GI HATCH LEGEND:
BIORETENTION SOIL MEDIA WITH PLANTINGS
GRASS RESTORATION
N
0
20
40
FT
MMSD
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
GREEN INFRASTRUCTURE
WEST ALLIS BUMPOUTS - LAPHAM
CIVIL
EROSION AND SEDIMENT CONTROL SHEET
DRAWING NO.:
SHEET:
DATE: October 23
CONTRACT: G98XXP09
GREENPRINT PARTNERS

CITY OF WEST ALLIS
RESOLUTION R-2025-0146

RESOLUTION TO APPROVE BID OF FORWARD CONTRACTORS FOR SIDEWALK REPAIRS IN VARIOUS LOCATIONS IN THE CITY OF WEST ALLIS IN THE AMOUNT OF $170,931

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Forward Contractors for 2025 Project No. 1 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Forward Contractors for 2025 Project No. 1 for the replacement or repair of concrete sidewalk in:

General Area Bounded by S. 92nd St. to S. 108th St. and
Union Pacific Railroad to W. Cleveland Ave.

for the sum of One Hundred, Seventy Thousand, Nine Hundred thirty-one and 00/100 dollars ($170,931) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds and Special Assessments.

SECTION 1: **ADOPTION** "R-2025-0146" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0146*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0157

A RESOLUTION AUTHORIZING THE WATER DIVISION TO ENGAGE DONOHUE & ASSOCIATES FOR EVALUATION OF ALTERNATIVES AT THE 96TH STREET PUMP STATION

WHEREAS, the City of West Allis Water Division is responsible for the operation and maintenance of the 96th Street Pump Station, which plays a critical role in ensuring reliable water distribution to the community; and,

WHEREAS, Baxter & Woodman previously conducted a Phase 2 Needs Assessment report dated April 2022, which recommended abandoning the reservoirs and reducing the size of the booster pumps based on data compiled through calendar year 2021; and,

WHEREAS, since the completion of that study, water usage has exhibited slight increases at various times throughout 2023 and 2024, necessitating a re-examination of the previous recommendations to ensure continued efficiency and sustainability of the water system; and,

WHEREAS, the City finds it prudent to further evaluate the potential alternatives for the pump station, including the replacement of pumps and an in-depth examination of the existing 2-million-gallon reservoir, to determine the most effective course of action for long-term water system reliability; and,

WHEREAS, Donohue & Associates possesses the expertise and familiarity with the system to effectively assess the alternatives and provide sound recommendations for the City's water infrastructure needs.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of West Allis authorizes members of the Department of Public Works-Water Division to engage Donohue & Associates as a consultant to conduct a comprehensive evaluation of the 96th Street Pump Station, for $24,300. Funding is available and will be charged to account number 501-2901-537.30-02.

BE IT FURTHER RESOLVED, the Department of Public Works-Water Division is directed to report back to the Common Council upon completion of the evaluation with findings and recommendations for future action.

SECTION 1: **ADOPTION** "R-2025-0157" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0157*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

DONOHUE

January 17, 2025

Ms. Karyn Rittenhouse
Water System Superintendent
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

Re: 96th Street Pump Station –Alternatives Analysis

Dear Ms. Rittenhouse:

We greatly appreciate the opportunity to present this proposal to perform consulting services for you to investigate the replacement of the pumps and examining the reservoirs at the 96th Street Pump Station.

Donohue understands that the existing station was previously studied resulting in a report titled Phase 2 – Needs Assessment Report dated April 2022. Within the report it is recommended to abandon the reservoirs and decrease the size of the booster pumps based on data compiled through calendar year 2021. Since the studied was authored the water usage has slightly increased at various times throughout 2023 and 2024 necessitating the need to re-examine the recommendations.

The intent is to define the required replacement pump equipment in order to proceed with WDNR-PSC coordination and ultimately in to design. The City desires to apply for clean water fund program (CWFP) through WDNR and submit a notice of intent to apply (ITA) by Fall 2025 to allow design to be completed by Summer 2026.

Scope of Services

Donohue will provide the following services:

Data Review and Recommendations

- Attend kick-off meeting at facility
- Review the provided facility pumping data and reservoirs levels
- Review the Phase 2 – Needs Assessment Report

Alternatives Analysis

- Determine the required firm pumping capacity at the station
- Determine the size and number of pumps required to meet the firm pumping capacity
- Determine water storage needs and the impacts of eliminating the reservoirs
- Review the motor control center (MCC) and determine a means for replacement
- Coordinate with WDNR-PSC on the resizing of the station and storage
- Provide conceptual level diagrams detailing the revised pump arrangement
- Provide a technical memorandum summarizing the findings, opinion of probable construction costs, and estimated lead times
- Attend review workshop; update report with mutually agreed upon comments

Project Timing

Donohue will deliver reviewable bidding documents within five (5) months following the Kick-off Meeting.

Compensation

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

Total	$24,300

We look forward to collaborating on this project.

Sincerely,



Michael Stohl, PE, Client Team Leader
920.803.7345

CITY OF WEST ALLIS

AMENDED WORK ORDER #10

TO: **DONOHUE & ASSOCIATES, INC.**

DATE: **February 4, 2025**

PROJECT: **ENGINEERING DESIGN/CONSTRUCTION SERVICES FOR PUMP STATION ALTERNATIVES ANALYSIS**

SUBJECT: Engineering Consulting Services

In accordance with Resolution 2024-0110 and the Agreement for Professional Services dated as of November 13, 2015 (the "Agreement:"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated January 17, 2025.

Estimate: $24,300

Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefore shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Amy modification(s) of this Work Order is subject to approval acceptance pursuant to the Agreement.

Issued:

CITY OF WEST ALLIS

By: _____

Title: _____

Date: _____

By: _____

ATTACHMENTS:
Scope of Services

Received and Approved:

DONOHUE & ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____ 2025 and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

_____
Jason Kaczmarek, Director of Finance/Comptroller

CITY OF WEST ALLIS
RESOLUTION R-2025-0147

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT CONCRETE CONSTRUCTION, CONCRETE RECONSTRUCTION AND/OR ASPHALT RESURFACING IN VARIOUS LOCATIONS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES

WHEREAS, Public necessity requires the improvement of certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

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

1. That the final plans and specifications heretofore submitted for the improvement of W. Orchard St. from S. 60th St. to S. 63rd St. (Plan File No. SP-1303); W. Mineral St. from S. 60th St. to S. 64th St. (Plan File No. SP-1304); S. 91st St. from S. Rogers St. to Dead End (Plan File No. SP-1306); S. 83rd St. from W. Grant St. to W. Becher St. (Plan File No. SP-1305); and W. Lincoln Ave. from S. 93rd St. to S. 96th St. (Plan File No. SH-141) by concrete and/or asphalt reconstruction be and the same are hereby approved and adopted.

2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.

3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and

4. That each property owner be given the opportunity of paying the assessment against his property by one of the following methods:

a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due date as noted on the billing.

b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of $100.00 or less will automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between $100.01 and $250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

d. Payment in ten annual installments on the property tax roll, including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments over $250.00 which are not paid by due date or elected to be paid under plans a, b or c will automatically be extended in this manner.

5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than $100.00 against any one property shall be written in one payment, and those between $100.01 and $250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

BE IT FURTHER RESOLVED as follows:

1. That with the above installations the existing street and alley grades and widths are hereby being re-established in accordance with Paving Plan Nos. SP-1299 and SP-1300.

2. That the Common Council does hereby exercise the authority contained in sec. 66.0911 of the Wisconsin Statutes, to require the installation of laterals to every property abutting said street where it is felt said services are necessary and that any required assessments be applied as therein provided; and

3. That the plans and specifications for the sanitary sewer relay as aforesaid be submitted to the Milwaukee Metropolitan Sewerage District for approval; and

4. That the plans and specifications for the water main relay and sanitary sewer relay as aforesaid be submitted to the Department of Natural Resources for approval; and

5. That said work be performed with funding from Bond Funds, Water Utility Funds, Sanitary Sewer Funds, Storm Water Management Funds, and Capital Projects cash reserves (future reimbursement from special assessments).

6. Eng P2521, P2522, P2527, P2528, P2431T

SECTION 1: **ADOPTION** "R-2025-0147" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0147*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0158

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT IN THE GENERAL AREA BOUNDED BY W. CLEVELAND AVE TO UNION PACIFIC RAILROAD; S. 92ND ST. TO S. 108TH ST. AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES

WHEREAS, Public necessity requires the improvement of certain streets as hereinafter described; and,

WHEREAS, The Common Council has received final plans and specifications for such proposed improvements; and,

WHEREAS, A hearing has been conducted pursuant to Sec. 66.0703(7) of the Wisconsin Statutes; and,

WHEREAS, The Common Council finds that each property against which the assessments are proposed is benefited by the improvement.

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

1. That the final plans and specifications heretofore submitted for the improvement of the general area bounded by W. Cleveland Ave to Union Pacific Railroad; S. 92nd St. to S. 108th St. by miscellaneous sidewalk repair be and the same are hereby approved and adopted.

2. That the Board of Public Works be and is hereby authorized and directed to cause said streets to be improved in accordance with the plans and specifications, and it is directed to advertise in the official paper for sealed proposals for all work necessary to be done with the installation of the above described improvements.

3. That such improvements be assessed in accordance with the report of the City Engineer as finally approved, and the due date for payment of such assessments, without interest, is the 30th day following the billing date; and

4. That each property owner be given the opportunity of paying the assessment against his property by one of the following methods:

a. Payment of entire assessment, or any portion thereof, without interest at any time prior to due date as noted on the billing.

b. Payment of the entire assessment with the next tax roll including a 4.0% interest charge from due date to December 31 of the year billed. All assessments of $100.00 or less will automatically fall under category a or b.

c. Payment in five annual installments on the property tax bill including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments between $100.01 and $250.00 which are not paid by due date or elected to be paid under plans a or b above will automatically be extended in this manner.

d. Payment in ten annual installments on the property tax roll, including a 4.0% interest charge on each succeeding unpaid principal amount. All assessments over $250.00 which are not paid by due date or elected to be paid under plans a, b or c will automatically be extended in this manner.

5. That if, after election to pay to the City Treasurer by November 1st of the year billed said property owner shall fail to make the payment to the City Treasurer, the City Treasurer's office shall place the said assessment, with interest at the rate of 4.0% per annum as applicable from due date, on the next succeeding tax roll for collection; and,

6. That if the property owner fails to notify the City Treasurer's office, in writing prior to the due date, of his option, the assessment shall be written in ten annual installments, except that any total assessment or assessment balance of less than $100.00 against any one property shall be written in one payment, and those between $100.01 and $250.00 shall be written in five annual installments; and,

7. That a certified list of such assessments and assessment installments be given to the City Treasurer's office, and the City Treasurer's office shall inscribe the same on the tax roll as they become due; and,

8. That property owners may submit duly executed waivers prior to or following the passage of the Final Resolution, approving assessments against their properties and waiving all statutory requirements and proceedings in public work of this nature and agreeing to pay all assessments levied against their properties by reason of the installation of the improvements stated therein, in the same manner and in the same effect as if said statutory requirements relating to said work had been complied with, and such waivers are hereby confirmed and adopted by the Common Council; and,

9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.

10. That the City Engineer's office is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property, to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

BE IT FURTHER RESOLVED as follows:

1. That establishing or re-establishing grades is not required on this project.

2. That said work be performed with funding from Bond Funds, and Special Assessments.

EngP2520W

SECTION 1: **ADOPTION** "R-2025-0158" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0158*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0159

RESOLUTION TO APPROVE BID OF STATE CONTRACTORS INC. FOR STREET RECONSTRUCTION IN S. 53RD ST. FROM W. BURNHAM ST. TO W. ROGERS ST. AND W. ROGERS ST. FROM S. 53RD ST. TO DEAD END IN THE CITY OF WEST ALLIS IN THE AMOUNT OF $1,208,872.80

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of State Contractors Inc. for 2025 Project No. 6 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of State Contractors Inc. for 2025 Project No. 6 for the installation of concrete curb and gutter, concrete pavement, concrete sidewalk, driveway replacement, sanitary sewer relay, storm sewer installation and relay, water main relay, building services and utility adjustments in:

S. 53rd St. from W. Burnham St. to W. Rogers St.
W. Rogers St. from S. 53rd St. to Dead End

for the sum of One Million, Two Hundred, Eight Thousand, Eight Hundred Seventy-two and 80/100 dollars ($1,208,872.80) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds and Special Assessments.

SECTION 1: **ADOPTION** "R-2025-0159" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0159*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0160

RESOLUTION TO APPROVE BID OF PRO ELECTRIC, INC. FOR STREET LIGHTING CONVERSION IN VARIOUS LOCATIONS IN THE CITY OF WEST ALLIS IN THE AMOUNT OF $1,444,592.64

WHEREAS, The Board of Public Works reports that it duly advertised for bids for the furnishing of certain materials and the performance of all work required for the improvements in a certain area as hereinafter described; that the bids received as shown on the attached bid report were reasonable and hereby recommends and deems it to be for the best interests of the City of West Allis that the bid of Pro Electric, Inc. for 2025 Project No. 19 be accepted.

NOW THEREFORE, BE IT RESOLVED By the Common Council of the City of West Allis that the bid of Pro Electric, Inc. for 2025 Project No. 19 for the conversion of street lighting from high voltage series to low voltage parallel with LED luminaires, including removing existing bases, salvaging poles and arms, installing low voltage infrastructure, and all incidental items necessary to complete the work in:

Lighting Circuit D-4: S. 60th St. to East City Limits & W. Lincoln Ave. to South City Limits
Lighting Circuit D-5: S. 68th St. to S. 60th St. & W. Lincoln Ave. to South City Limits
Alt Bid: Lighting Circuit D-6: S. 60th St. to East City Limits & W. Lincoln Ave. to W. Electric Ave.

for the sum of One Million, Four Hundred, Forty-four Thousand, Five Hundred Ninety-two and 64/100 dollars ($1,444,592.64) be accepted, and the proper City officers are hereby authorized and directed to enter into contractual relations with said contractor for the performance of said work, in accordance with the prices submitted in their proposal and with the specifications of the City of West Allis, and that all other bids received for same be rejected; and,

BE IT FURTHER RESOLVED That said improvements be installed with funding by Bond Funds and Special Assessments.

SECTION 1: **ADOPTION** "R-2025-0160" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0160*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
13 FEB 25 PM12:13

CLAIMANT CONTACT INFORMATION

Name: Kate Stehr
Address: 6413 w mitchell st
west allis, wi 53214

Phone: 414-397-5486
Email: Katestehr@yahoo.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 2/12/25 Time of day: 8:15pm
Location: 6420 w mitchell st, west allis wi, 53214

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

Two of our cars were towed from the street in front of our house due to the winter storm warning. we were unaware of the storm warning and that we were parked illegaly. we did not know mitchell st. was a fare through and we had to move in the first place. We ~~would~~ think the towing fees are unfair for us to pay, since we genuinley did not know or were notified of these parking procedures, and other cars on our block were let off with just a citation. The total for both cars is $529.51, and we ask if we may get reinbursed.
Thank you

Check one:

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

Signed: [signature] Date: 2-13-25

CLAIM AMOUNT

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

The total amount sought is: $ 529.51

SAVE PRINT



"DAMAGE FREE" TOWING

N & S TOWING, INC.

1759 So. 83rd Street • West Allis, WI 53214
476-8697 • Fax 476-7828
- 24 HOUR ROAD SERVICE -



FLAT BED SERVICE

TOWED FOR Jeffrey Louis Kriewaldt		DATE 2/13/25		CASH	X
ADDRESS 6413 W Mitchell St. W.A. 53214		RO#	PO#	CHARGE	
FLATBED TOW SERVICE CALL		MAKE Chevy	YEAR	DRIVER	AM
LICENSE # AWJ 7821	STATE WI	LOCATION I-94 S 275 - 6400 blk W Mitchell		TRUCK #	CS
VIN #		MILEAGE		175	00
NAME Kate Stehr		DOB 07.29.00 Ex: 06-30			
ADDRESS 5360.5010.0729.07		PHONE ( ) -			
DL# K643-4328-9264		DOB 07/24/89	ADVANCE CHARGES		
ACC#		EXP 07/24/30	STORAGE / / TO 2/13/25	50	00
			AUTHORIZATION # 572259 TAX	13	28
			TOTAL	238	28

I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.

X _____ X _____
OWNER/ REPRESENTATIVE DRIVER

1343

N&S TOWING INC
1759 S 83RD ST
MILWAUKEE, WI 53214
414-476-8697

SALE

Store: 0001
REF#: 00000012
Batch #: 392 RRN: 504416833401
02/13/25 10:21:43
Trans ID: 465044589031169
APPR CODE: 572259
VISA Chip
**********8719 **/**

AMOUNT $238.28

APPROVED

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU!

CUSTOMER COPY



"DAMAGE FREE" TOWING

N & S TOWING, INC.

1759 So. 83rd Street • West Allis, WI 53214
476-8697 • Fax 476-7828
- 24 HOUR ROAD SERVICE -

PAID



FLAT BED SERVICE

TOWED FOR Kate Anastasia Stehr		DATE 2/13/25		CASH	X
ADDRESS 6413 w Mitchell St		RO#	PO#	CHARGE	
FLATBED TOW SERVICE CALL W.A 53214		MAKE VW	YEAR 05	DRIVER	JG
LICENSE # ATK-1648 STATE WI	LOCATION LOA 268-6400 & K Mitchell			TRUCK #	
VIN # WVWCD63B55E134207	MILEAGE			175	00
NAME					
ADDRESS	PHONE ( ) -				
DL# S360-5010-0729-07	DOB 06/29/00	ADVANCE CHARGES			
ACC#	EXP: 06/29/30	STORAGE 2/12/25	TO 2/13/25	100	00
		AUTHORIZATION # 571440 (668)	TAX	16	23
			TOTAL	291	23

I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.

X _____ X _____

OWNER/ REPRESENTATIVE DRIVER

1341

N&S TOWING INC
1759 S 83RD ST
MILWAUKEE, WI 53214
414-476-8697

SALE

Store: 0001
REF#: 00000011
Batch #: 392 RRN: 504416670641
02/13/25 10:18:23
Trans ID: 585044587036628
APPR CODE: 571440
VISA Chip
**********8719 **/**

AMOUNT $291.23

APPROVED

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU!

CUSTOMER COPY

PARKING CITATION

WEST ALLIS, WISCONSIN

No. 2115927

PLATE NUMBER	EXP	STATE	MAKE & COLOR	CASH DEPOSIT
AWS 7821	'26	WI	Chevrolet gray	$ 40.00

VIN/MISC:

LOCATION: 6400 BLK of W Mitchell St — DATE: 2 | 12 | 25

OFFICER'S SIGNATURE: Kevin Kruk — EMPL #: 9906 — TIME: 814 AM / PM

CALL #: 25005126

VIOLATION DESCRIPTION/ORDINANCE NUMBER

____ ALLEY PARKING OTHER - 10.10(2) ____ ALLEY PARKING BUSINESS DISTRICT - 346.53(2)	
____ CROSS WALK - CLOSER THAN 15'	346.53(5)
____ DISABLED PERSON ZONE	10.065(7)(d) (e) (f)
____ ENTRANCE ALLEY OR DRIVE CLOSER THAN 4'	346.53(4)
____ FIRE HYDRANT CLOSER THAN 10'	346.53(3)
____ LOADING OR BUS ZONE	346.53(1)
____ MORE THAN 12" FROM CURB OR LESS THAN 2' FROM OTHER VEHICLE	346.54(1)(d)
____ MUNICIPAL LOT - 10.14(10) ____ FARMERS MKT - 10.13(3) ____ LIBRARY - 10.13(4)	
____ NIGHT PARKING ____ NO PERMIT ____ WRONG SIDE ____ SUCCESSIVE NIGHTS	10.105
____ OVERTIME PARKING ____ PROHIBITED PARKING BY OFFICIAL SIGN	10.10(1)
____ PROHIBITED PARKING BY TEMPORARY SIGN	10.10(3)
____ SIDEWALK PARKING	10.10(2)
____ TRESPASS PARKING	10.108
____ OTHER: Snow emergency * 10.11	

PARKING CITATION

WEST ALLIS, WISCONSIN

No. 2112250

PLATE NUMBER	EXP	STATE	MAKE & COLOR	CASH DEPOSIT
ATK 1648	'25	WI	Volkswagen Silver	$ 40

VIN/MISC:

LOCATION: 6400 BLK of W Mitchell St — DATE: 2 | 12 | 25

OFFICER'S SIGNATURE: Kevin Kruk — EMPL #: 9906 — TIME: 810 AM / PM

CALL #: 25-005126

VIOLATION DESCRIPTION/ORDINANCE NUMBER

____ ALLEY PARKING OTHER - 10.10(2) ____ ALLEY PARKING BUSINESS DISTRICT - 346.53(2)	
____ CROSS WALK - CLOSER THAN 15'	346.53(5)
____ DISABLED PERSON ZONE	10.065(7)(d) (e) (f)
____ ENTRANCE ALLEY OR DRIVE CLOSER THAN 4'	346.53(4)
____ FIRE HYDRANT CLOSER THAN 10'	346.53(3)
____ LOADING OR BUS ZONE	346.53(1)
____ MORE THAN 12" FROM CURB OR LESS THAN 2' FROM OTHER VEHICLE	346.54(1)(d)
____ MUNICIPAL LOT - 10.14(10) ____ FARMERS MKT - 10.13(3) ____ LIBRARY - 10.13(4)	
____ NIGHT PARKING ____ NO PERMIT ____ WRONG SIDE ____ SUCCESSIVE NIGHTS	10.105
____ OVERTIME PARKING ____ PROHIBITED PARKING BY OFFICIAL SIGN	10.10(1)
____ PROHIBITED PARKING BY TEMPORARY SIGN	10.10(3)
____ SIDEWALK PARKING	10.10(2)
____ TRESPASS PARKING	10.108
____ OTHER: Snow Emergency 10.11	

CLAIMANT CONTACT INFORMATION

Name: Diane Scherzberg
Address: 12760 Zinke Dr
Brookfield, WI 53005

Phone: 262-797-7576
Email: dianescherzberg@hotmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 02/25/2025 Time of day: 12:03
Location: W National Ave, under the I 41 Bridge, West Allis, WI

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

On Thursday, January 23, 2025, at approximately 12:03 PM, I was driving eastbound on West National Avenue. As I moved into the right lane to take the I-41 Northbound ramp, my vehicle ran over a large metal ring that had been in the road, concealed beneath the snow under the I-41 bridge. The impact caused the dislodged metal ring to roll onto the sidewalk on the passenger side of my minivan, where a worker was actively clearing snow from a previous snowfall using a snowblower.

The impact of the metal ring caused significant damage to my white Toyota Sienna minivan, tearing off the back passenger-side panel and damaging the rear bumper. The underside edge of the vehicle was also affected.

Upon closer inspection, the metal ring appears to be a manhole adjustment ring (or riser ring), which is part of the manhole structure designed to secure the cover and adjust its height to the roadway. Its displacement created a road hazard, as it was not properly secured in place.

I reported the incident to the City of West Allis that same afternoon to ensure they could notify the worker, who may have witnessed the event. I have documented evidence, including photos of my damaged vehicle, pictures of the metal ring, and the manhole opening where the ring should have been secured. Additionally, the photos show the snowy conditions of the street and sidewalk area at the time of the incident.

The total cost of repairs amounted to $2,047.59, and the vehicle has since been repaired. I have obtained a preliminary repair estimate from Brownell and my insurance provider, Allstate, under claim #0781957865. I am submitting this claim along with supporting documentation and request that the City of West Allis review and reimburse the repair costs incurred due to this incident.

Check one:

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

Signed: Diane Scherzberg Date: Feb 25, 2025

CLAIM AMOUNT

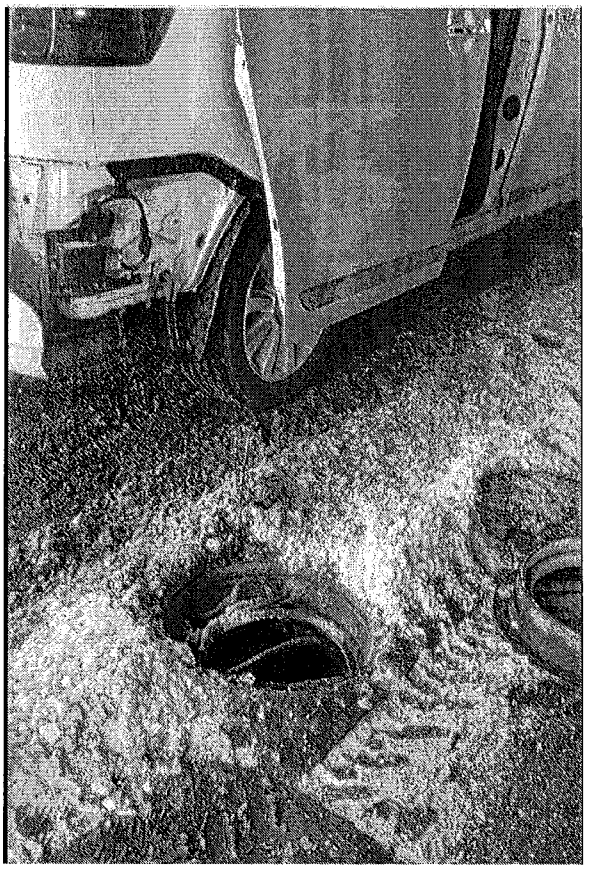
To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

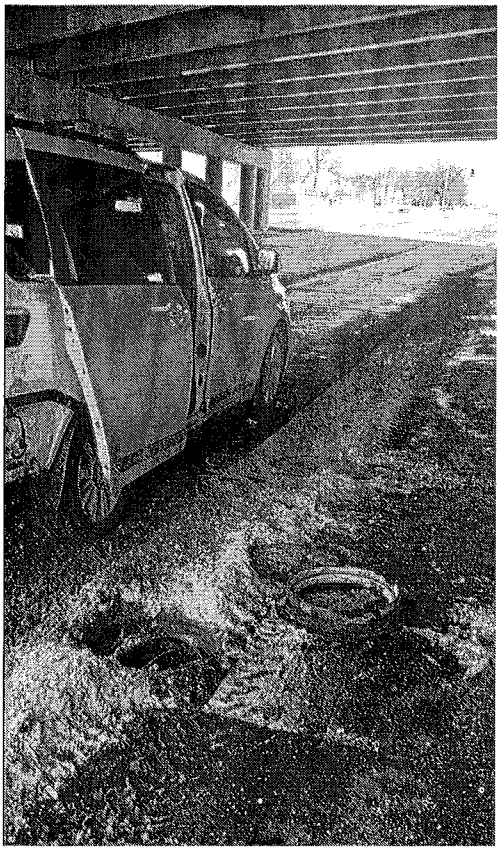
The total amount sought is: $ 2,047.59

SAVE PRINT

CITY OF WEST ALLIS
25 FEB '25 AM 11:40

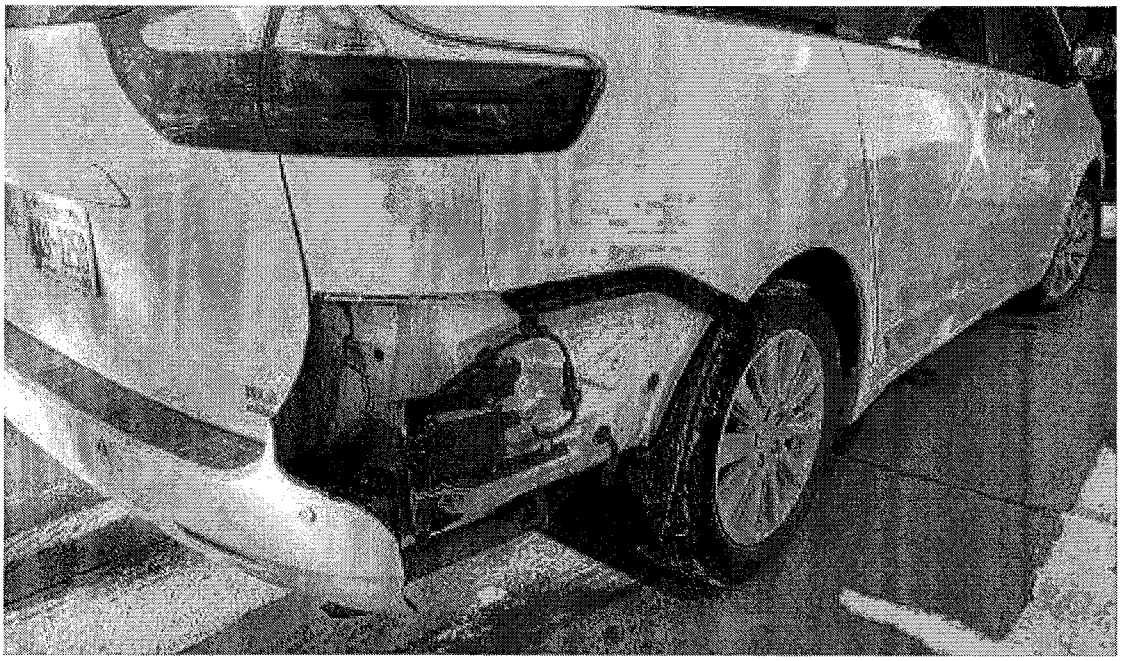
Pictures showing the dislodged manhole cover

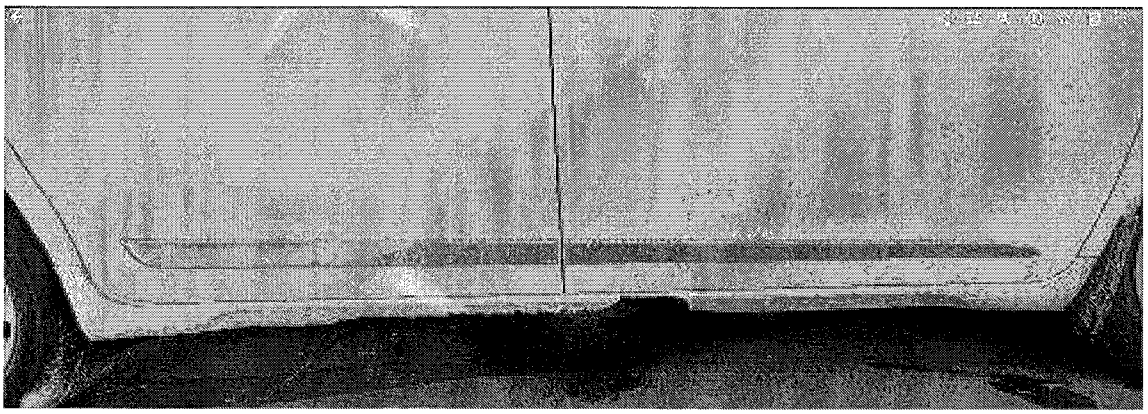


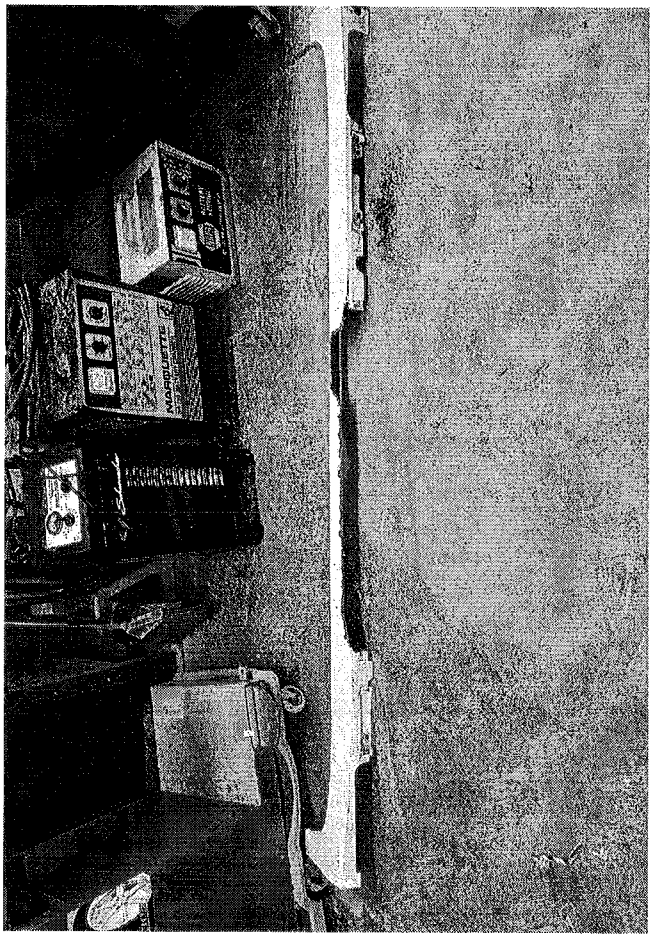


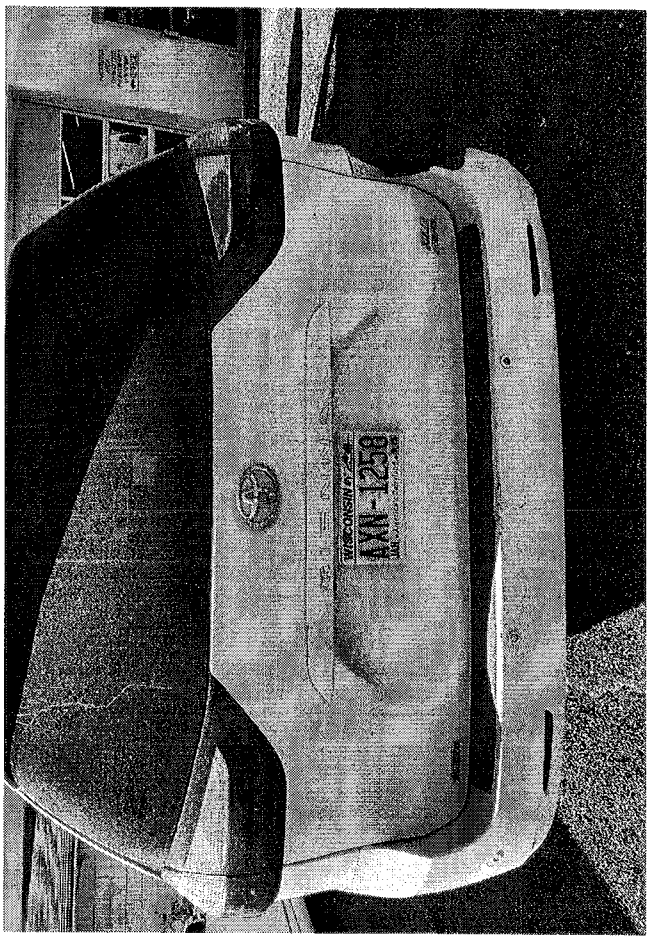


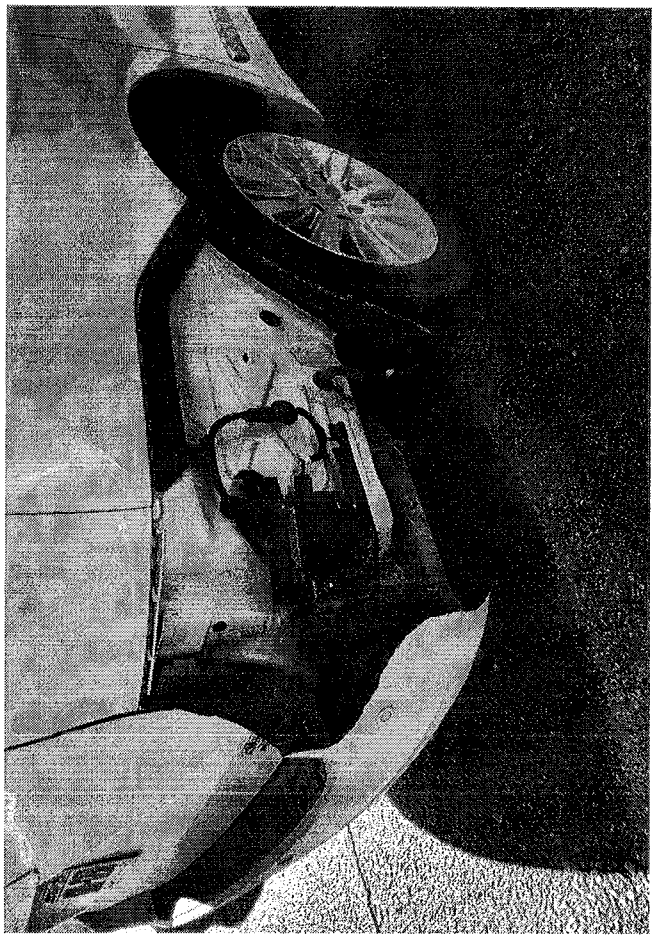
Pictures of the damaged areas

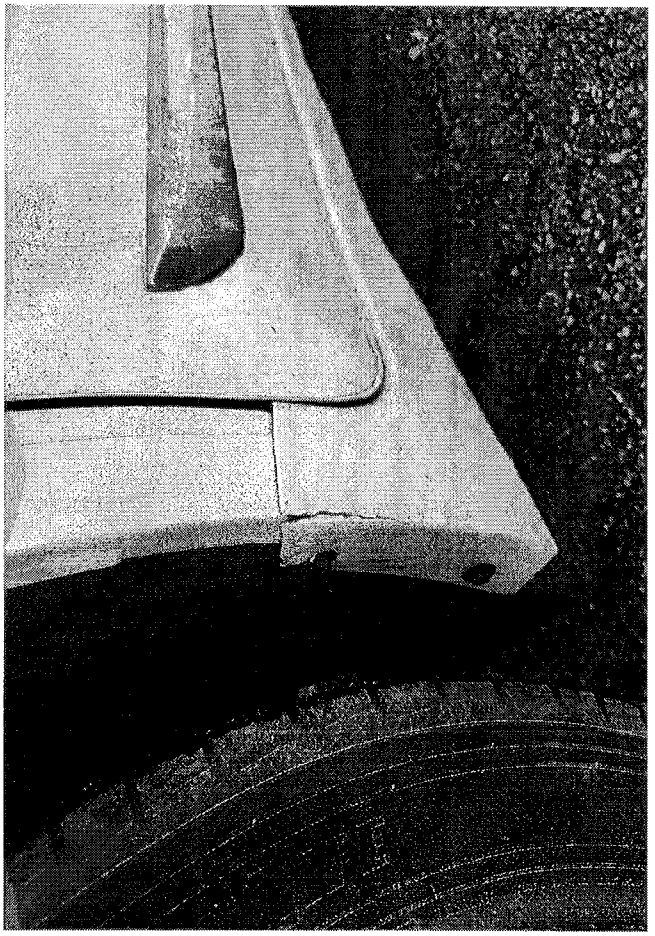


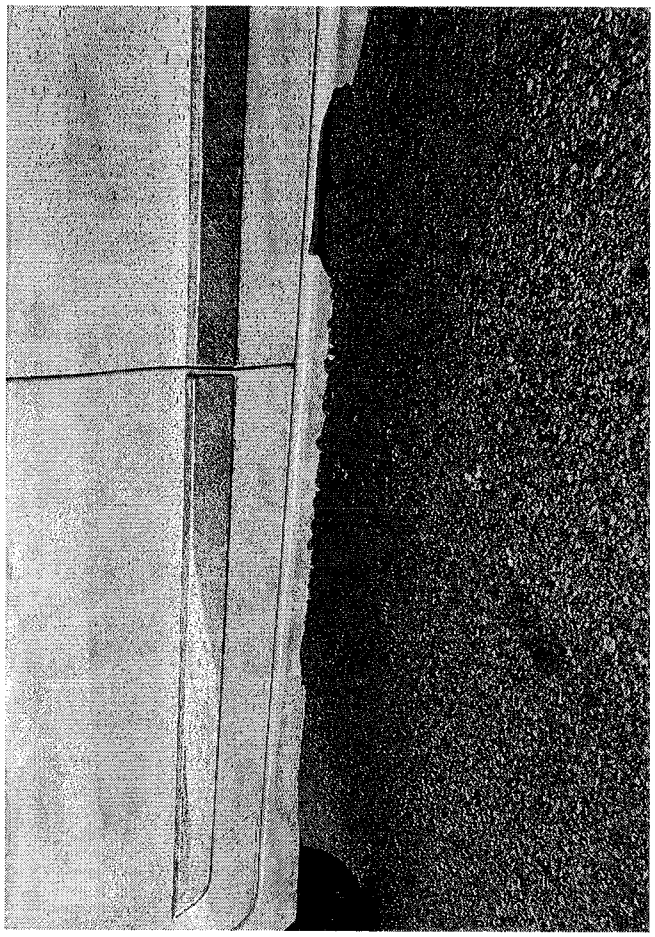


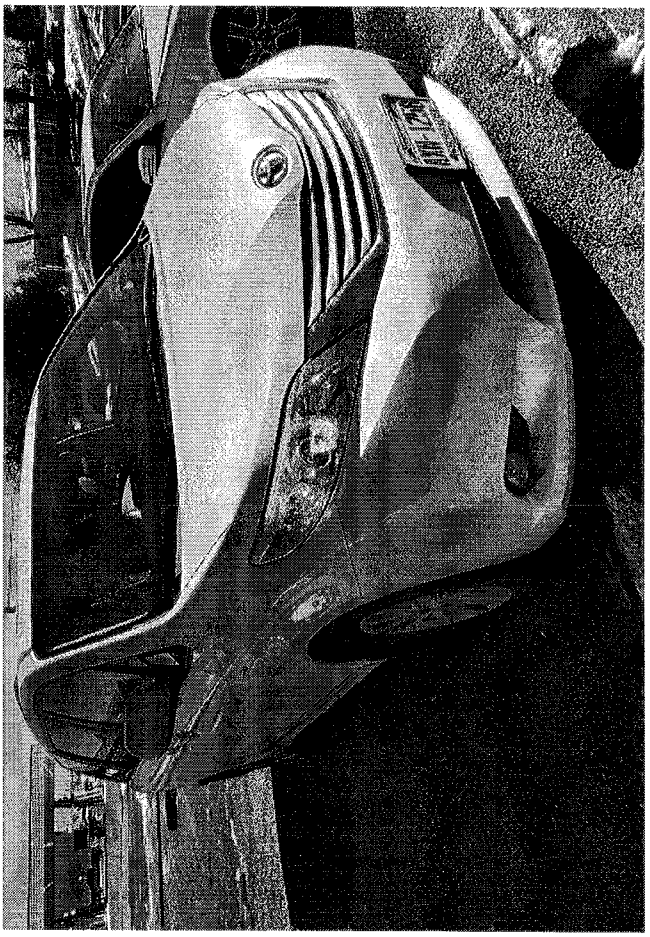


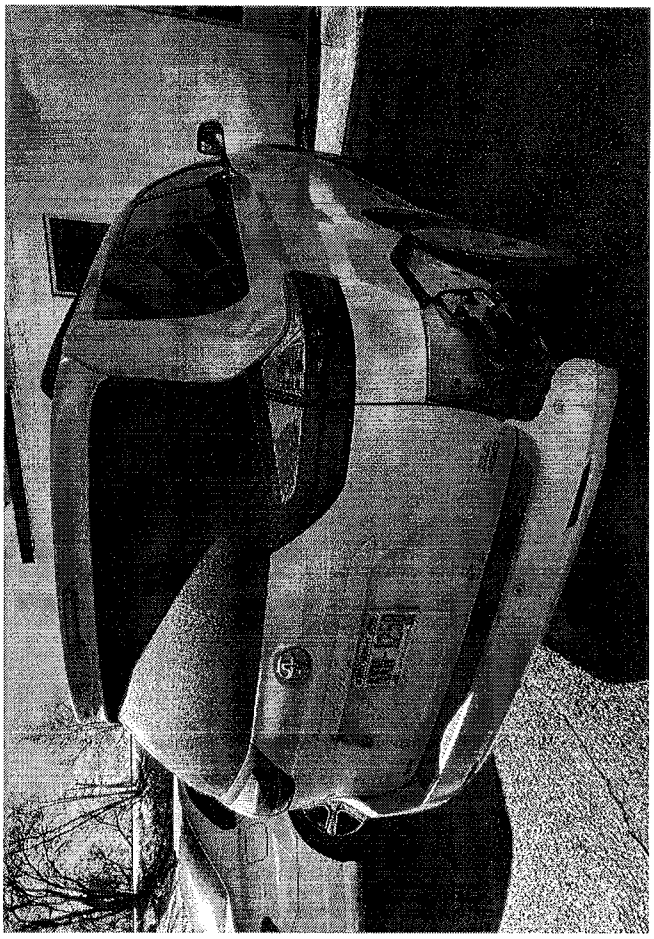

AXW-1258

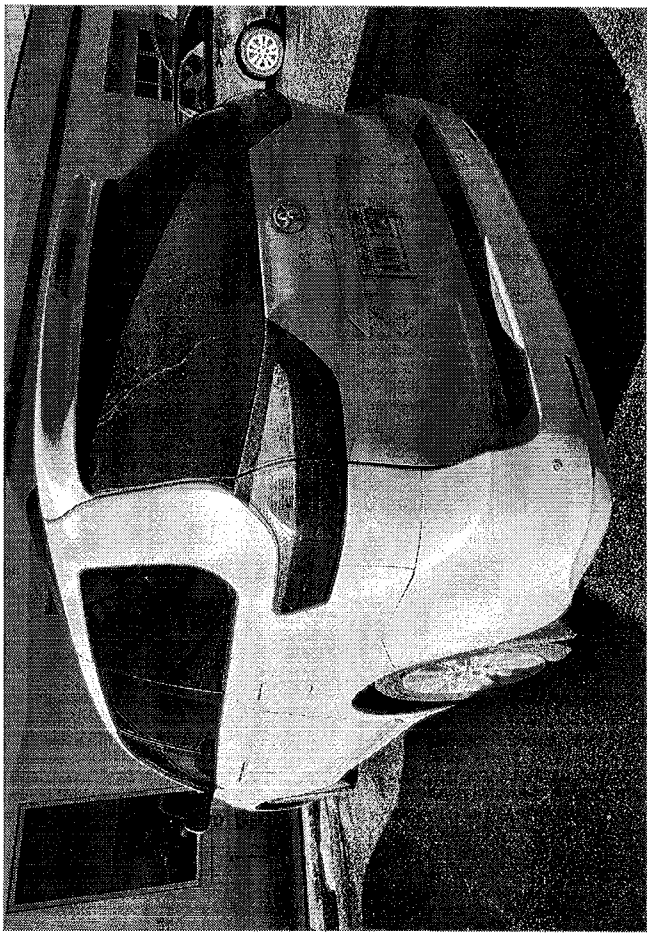




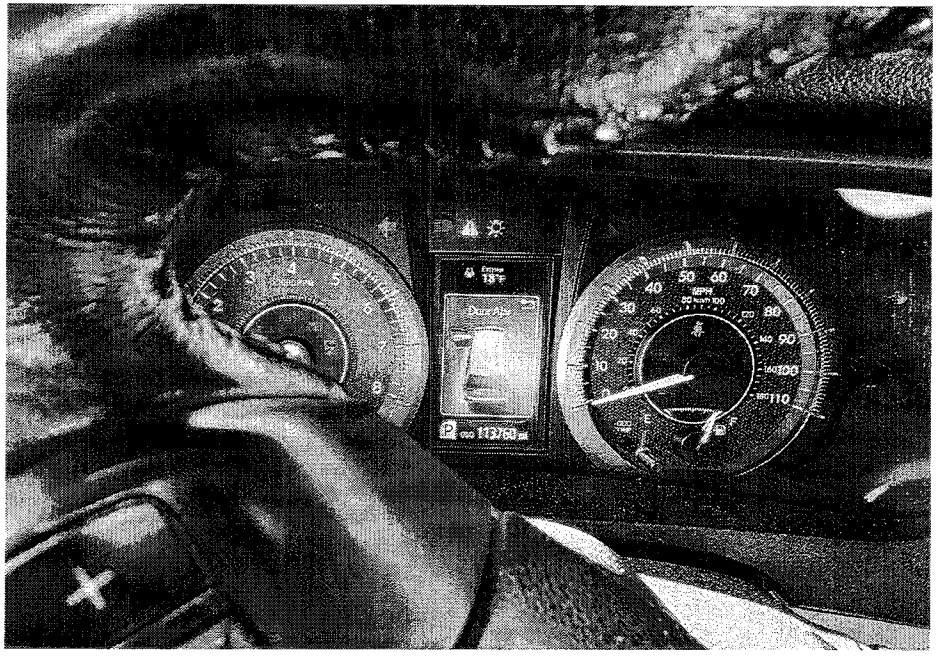




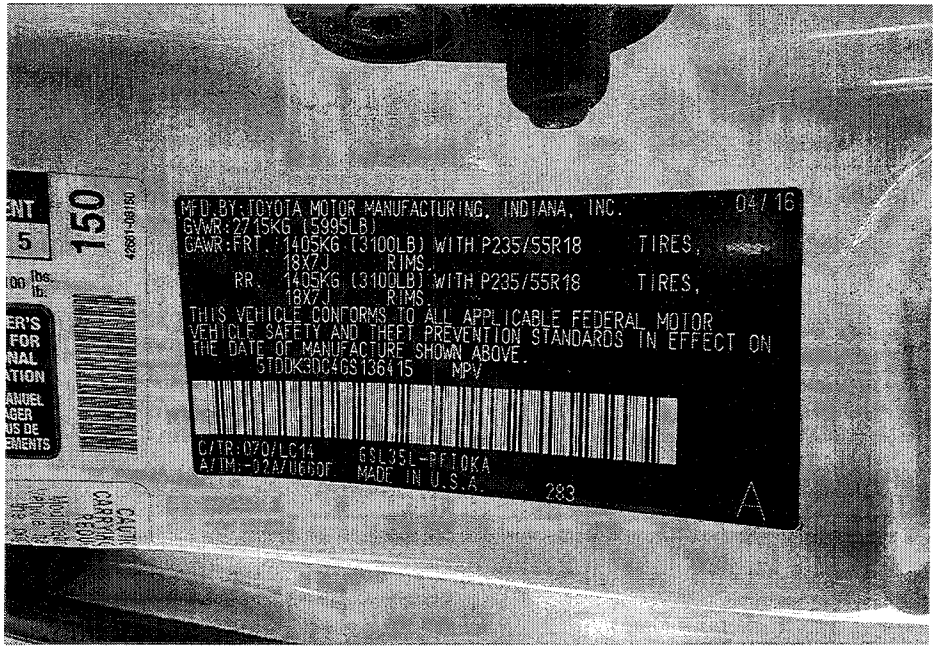









AXN-1256


MFD BY: TOYOTA MOTOR MANUFACTURING, INDIANA, INC. 04/16
GVWR:2715KG (5995LB)
GAWR:FRT. 1405KG (3100LB) WITH P235/55R18 TIRES,
18X7J RIMS,
RR. 1405KG (3100LB) WITH P235/55R18 TIRES,
18X7J RIMS.
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON
THE DATE OF MANUFACTURE SHOWN ABOVE.
5TDDK3DC4GS136415 MPV
C/TR:070/LC14 68L35L-PFTOKA
A/TM:-02A/U660T MADE IN U.S.A. 283
150



Brownell Quality Collision

10414 W GREENFIELD AVE
MILWAUKEE, WI
53214-3930
(414) 774-0610

February 21, 2025
11:59 AM

Receipt: XLyj
Authorization: 02100P

Mastercard
AID A0 00 00 00 04 10 10

Custom Amount	**$1,845.42**

Total	**$1,845.42**
Mastercard 7726 (Chip)	$1,845.42

Diane Scherzberg

BROWNELL QUALITY COLLISION CENTER

10414 W GREENFIELD AVE, MILWAUKEE, WI 53214
Phone: (414) 774-0610
FAX: (414) 774-0760

Workfile ID: APWFBSK5
Federal ID: 39-1758646

Preliminary Supplement 1 with Summary

Customer: SCHERZBERG, DIANE **Job Number: 31242**

Written By: Ryan Konkel

Insured:	SCHERZBERG, DIANE	Policy #:	000811537902	Claim #:	000781957865D01
Type of Loss:	Collision	Date of Loss:	1/23/2025 12:05 AM	Days to Repair:	3
Point of Impact:	04 Right Qtr Post (Right Side)				

Owner:
SCHERZBERG, DIANE

12760 ZINKE DR
BROOKFIELD, WI 53005-6553
(262) 797-7576 Cell

Inspection Location:
BROWNELL QUALITY COLLISION CENTER

10414 W GREENFIELD AVE
MILWAUKEE, WI 53214
Repair Facility
(414) 774-0610 Business

Insurance Company:
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY
Allstate Property and Cas
DIGITAL OPERATING CENTER
NORTHBROOK

VEHICLE

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

VIN:	5TDDK3DC4GS136415	Interior Color:	Ash	Mileage In:	113,762	Vehicle Out:	
License:	AXN 1258	Exterior Color:	Blizzard Pearl	Mileage Out:	113,762		
State:	WI	Production Date:	4/2016	Condition:		Job #:	31242

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Navigation System
Backup Camera
Parking Sensors
Entertainment Center
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS
Leather Seats
Heated Seats
3rd Row Seat
Retractable Seats
Captain Chairs (4)

WHEELS
Aluminum/Alloy Wheels

PAINT
Metallic Paint
Three Stage Paint

OTHER
Fog Lamps
Rear Spoiler
California Emissions

TRUCK

Customer: SCHERZBERG, DIANE **Job Number: 31242**

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

Console/Storage	Dual Power Sliding Doors	Hands Free Device	Rear Step Bumper
Overhead Console	Remote Starter	Blind Spot Detection	Power Trunk/Liftgate
Wood Interior Trim	Home Link	**ROOF**	
CONVENIENCE	**RADIO**	Electric Glass Sunroof	

Preliminary Supplement 1 with Summary

Customer: SCHERZBERG, DIANE **Job Number: 31242**

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

Line		Oper		Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**PILLARS, ROCKER & FLOOR**								
2			Repl	RT Rocker molding w/o SE	7585108900	1	383.22	0.8	1.8
3				Add for Three Stage		0	0.00	0.0	1.3
4	#	S01		Rocker moulding clip type 3		6	49.98	0.0	0.0
5	#	S01		***lower clips missing, do not come with new rocker molding		1	0.00	0.0	0.0
6	**SIDE PANEL**								
7	*	S01	Rpr	RT Side panel dogleg		0	0.00	0.5	0.5
8		S01		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
9		S01		Add for Three Stage		0	0.00	0.0	0.1
10	**REAR BUMPER**								
11		S01	Repl	RT Side retainer screw outer	7539242030	2	17.24	0.0	0.0
12	#	S01		***RT side hardware missing with bumper corner		1	0.00	0.0	0.0
13				O/H rear bumper		0	0.00	1.3	0.0
14	** <>		Repl	A/M Bumper cover w/park sensors	5215908903	1	266.00	Incl.	3.0
15				Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
16				Add for Three Stage		0	0.00	0.0	1.1
17				Add for reverse sens		0	0.00 m	0.4	0.0
18			Repl	Mud guard rear only	PU06008015R1	1	63.76	0.2	0.0
19		S01	Repl	Bumper cover stopper	5259908010	1	4.14	0.0	0.0
20	*	S01	Repl	Park sensor retainer inner pearl white	8934871010A1	1	6.47	0.1	0.0
21	**VEHICLE DIAGNOSTICS**								
22	*		Rpr	Post-repair scan		0	0.00 m	0.5	0.0
23					OTHER CHARGES				
24	#				E.P.C.	1	3.50		
25	#				Storage	0	0.00		
26	#				Towing	0	0.00		
					SUBTOTALS		**794.31**	**3.8**	**7.4**

NOTES

Prior Damage Notes:
Scratch RF bumper cover

Customer: SCHERZBERG, DIANE **Job Number: 31242**

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				790.81
Body Labor	3.8 hrs	@	$ 70.00 /hr	266.00
Paint Labor	7.4 hrs	@	$ 70.00 /hr	518.00
Paint Supplies	7.4 hrs	@	$ 48.00 /hr	355.20
Other Charges				3.50
Subtotal				1,933.51
Sales Tax	$ 1,933.51	@	5.9000 %	114.08
Grand Total				**2,047.59**
Deductible				800.00
CUSTOMER PAY				**800.00**
INSURANCE PAY				**1,247.59**

Customer: SCHERZBERG, DIANE **Job Number: 31242**

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

SUPPLEMENT SUMMARY

Line		Oper		Description	Part Number	Qty	Extended Price $	Labor	Paint
Added Items									
4	#	S01		Rocker moulding clip type 3		6	49.98	0.0	0.0
5	#	S01		***lower clips missing, do not come with new rocker molding		1	0.00	0.0	0.0
6	**SIDE PANEL**								
7	*	S01	Rpr	RT Side panel dogleg		0	0.00	0.5	0.5
8		S01		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
9		S01		Add for Three Stage		0	0.00	0.0	0.1
11		S01	Repl	RT Side retainer screw outer	7539242030	2	17.24	0.0	0.0
12	#	S01		***RT side hardware missing with bumper corner		1	0.00	0.0	0.0
19		S01	Repl	Bumper cover stopper	5259908010	1	4.14	0.0	0.0
20	*	S01	Repl	Park sensor retainer inner pearl white	8934871010A1	1	6.47	0.1	0.0
					SUBTOTALS		**77.83**	**0.6**	**0.4**

RATE CHANGES

Parts Discount	$ 446.98	2.0 %	(-2.0 %	to	0.0 %) =	8.94
Sales Tax	$ 1757.54	0.899999999999999	(5 %	to	5.9 %) =	15.82

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				77.83
Additional Supplement Adjustments				8.94
Body Labor	0.6 hrs	@	$ 70.00 /hr	42.00
Paint Labor	0.4 hrs	@	$ 70.00 /hr	28.00
Paint Supplies	0.4 hrs	@	$ 48.00 /hr	19.20
Subtotal				175.97
Sales Tax	$ 175.97	@	5.9000 %	10.38
Additional Supplement Taxes				15.82
Total Supplement Amount				**202.17**
NET COST OF SUPPLEMENT				**202.17**

Customer: SCHERZBERG, DIANE **Job Number: 31242**

2016 TOYO Sienna XLE Premium AWD w/7-Passenger Seating 4D VAN 6-3.5L Gasoline Sequential MPI Blizzard Pearl

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		1,845.42	DIGITAL OPERATING CENTER 0017
Supplement S01		202.17	DIGITAL OPERATING CENTER 0017
Job Total:	**$**	**2,047.59**	
CUSTOMER PAY:	**$**	**800.00**	
INSURANCE PAY:	**$**	**1,247.59**	

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

CITY OF WEST ALLIS
25 FEB '25 PM3:48

CLAIMANT CONTACT INFORMATION

Name: Erin Hanson-Baisley
Address: 1316 S. 72nd Street
West Allis, WI 53214

Phone: 414-659-1367
Email: usererin12@aol.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: February 17, 2025 Time of day: 1:55 pm (approx)
Location: 1117 S. 104th Street West Allis, WI 53214

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

Police Report # 25005827

I was parked outside of my work building in front of Madison Elementary School building. At about 1:45 pm our office staff told me my van had been hit by a city vehicle. The police and Mr. TJ Schlieve were outside next to my van. TJ Schlieve was the acting supervisor for West Allis's DPW streets division. He told me a city worker wasn't paying attention and hit a few cars on the street. The officer, Chris Sohre, took the report. Currently my van is at our chosen body shop, Ewald Venus Ford, for body repairs. I am driving a loaner car from Enterprise. Once I have the repairs completed and have the totals I will submit for reimbursement. My insurance company, AAA, is also involved and will be helping resolve the situation.

Check one:

☐ ..... I am seeking damages at this time (complete Claim Amount section below)

☑ ..... I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: Erin Hanson-Baisley Date: 2/25/25

CLAIM AMOUNT

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

The total amount sought is: $ _____

SAVE PRINT

CLAIMANT CONTACT INFORMATION

Name: Tammy Goratowski Phone: 414-339-0560
Address: 2345 S. 107th St Apt 110 Email: tammy.goratowski@wnco.com
West Allis, Wi 53227

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: Feb. 15, 2025 Time of day: 14:39
Location: 2300 bld. S. 107th St. West Allis Wi 53227

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

City plow truck cut a corner too close to my vehicle and nicked my left back bumper and rear tail light.

Check one:

☑ ..... I am seeking damages at this time (complete Claim Amount section below)

☐ ..... I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: Tammy Goratowski Date: _____

CLAIM AMOUNT

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

The total amount sought is: $ 1800.00 (cost may change after repairs have begun).

SAVE PRINT

CITY OF WEST ALLIS
26 FEB '25 PM2:11

WEST ALLIS POLICE DEPARTMENT
DRIVER EXCHANGE AND INFORMATION SHEET
To be completed by drivers ONLY
Pursuant to Section 346.67 Wis. Stats.

DATE: 2/15/25 **TIME:** 14:39 **LOCATION:** 2300 blk S 107 St

TOWING COMPANY: _____

DRIVER'S NAME: _____ **PHONE #:** _____

ADDRESS: _____ **CITY/STATE/ZIP:** _____

VEHICLE (MAKE): _____ **(MODEL):** _____ **YEAR:** _____

LICENSE PLATE #: _____ **ACCIDENT OR CALL #:** 25-005622

INSURANCE CARRIER/PHONE: _____

POLICY #: _____

Completion and exchange of this form is for the purpose of facilitating the exchange of information requirement of Section 346.67 Wis. Stats. It is intended only to assist those involved in a crash and facilitate the exchange of information between drivers to assist with any insurance claim, personal reimbursement or civil action

I hereby consent to the release of my personal information to _____ (other driver).

Your Signature _____

1. Notify your insurance company as soon as possible

2. **ONLINE COPIES** If you wish to purchase a copy of the accident report, visit the DOT website at app.wi.gov/crashreports. Copies are typically available in 3-5 business days.

3. **IN PERSON** Please visit the Records Unit during regular business hours (Mon – Fri, 8 am to 5 pm) to fill out an open record request form. You will need to follow up with the Records Unit in 7 to 10 business days to see if the report is available for purchase. A contact form will be given to you when you submit the open records request.

4. If you received a traffic citation, you must stipulate to (pay) the citation prior to your court date **OR** appear in court on the date and time indicated on the citation. **The WEST ALLIS MUNICIPAL COURT IS LOCATED AT 11301 W. LINCOLN AVE.**

City Hall

Boucher Auto Body & Paint- West Allis

We Ride With You Every Mile
3161 S. 108th St, West Allis, WI 53227
Phone: (414) 327-6000
FAX: (414) 546-5825

Workfile ID: e145358a
Federal ID: 39-1275419

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator: Nick Eineichner
GORATOWSKI, TAMMY	CUSTOMER PAY	Phone:	Create Date: 2/21/2025
2345 S 107TH ST		Claim:	
WEST ALLIS, WI 53227		Loss Date:	
(414) 339-0560		Deductible:	

2015 NISS Murano Platinum AWD 4D UTV 6-3.5L Gasoline Sequential MPI RED

VIN:	5N1AZ2MH1FN232569	Interior Color:		Mileage In:	132,599	Vehicle Out:	
License:		Exterior Color:	RED	Mileage Out:			
State:		Production Date:	4/2015	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**QUARTER PANEL**						
2	E01	Remove/Install	RT Wheel opng mldg				0.2T	Body	
3	E01	Remove/Install	LT Wheel opng mldg				0.2T	Body	
4	E01		**REAR LAMPS**						
5	E01	Remove/Install	RT Combo lamp assy				0.3T	Body	
6	E01	Remove/Install	LT Combo lamp assy				0.3T	Body	
7	E01		**REAR BUMPER**						
8	E01	Overhaul	O/H bumper assy			OEM	2.0T	Body	
9	E01	Remove/Replace	Bumper cover	1	453.90T	A/M	0.0T	Body	3.0T
10	E01		Add for Clear Coat						1.2T
11	E01	Remove/Replace	LT Reflector	1	42.00T	A/M	0.0T	Body	
12	E01		***** ADD-ONS *****						
13	E01		OEM PRE-SCAN NISSAN/ INFINITY	1	65.00T	Other	0.5T	Mech	
14	E01		OEM POST SCAN NISSAN/ INFINITY	1	134.95T	Other	0.5T	Mech	
15	E01		Hazardous waste removal	1	7.00T	Other			
16	E01		Color tint / color match						0.5T
17	E01		Flex additive	1	5.00T	Other			

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					695.85
Labor, Body			75.00	3.0	225.00
Labor, Refinish			75.00	4.7	352.50
Labor, Mechanical			160.00	1.0	160.00
Material, Paint			50.00	4.7	235.00
Miscellaneous					12.00
Subtotal					**1,680.35**

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2015 NISS Murano Platinum AWD 4D UTV 6-3.5L Gasoline Sequential MPI RED

Sales Tax	99.14
Grand Total	**1,779.49**
Net Total	**1,779.49**

Estimate Version	Total $
Original	1,779.49

Insurance Total $:	0.00
Received from Insurance $:	0.00
Balance due from Insurance $:	0.00
Customer Total $:	1,779.49
Received from Customer $:	0.00
Balance due from Customer $:	1,779.49

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

PRECISION AUTOBODY MKE

fixit@precisionautobodymke.com
1645 S 83rd St, West Allis, WI 53214
Phone: (414) 252-8952

Workfile ID: 9dad886d
Federal ID: 85-0660113

Preliminary Estimate

Customer: Goratowski, Tammy **Job Number:**

Written By: Juan Irizarry

Insured: Goratowski, Tammy
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Goratowski, Tammy
(414) 339-0560 Cell

Inspection Location:
PRECISION AUTOBODY MKE
1645 S 83rd St
West Allis, WI 53214
Repair Facility
(414) 252-8952 Business

Insurance Company:

VEHICLE

2015 NISS Murano Platinum AWD 4D UTV 6-3.5L Gasoline Sequential MPI

VIN: 5N1AZ2MH1FN232569
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Surround View Camera
Remote Starter
Home Link
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
SEATS
Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats
Ventilated Seats
WHEELS
20" Or Larger Wheels
PAINT
Clear Coat Paint
Metallic Paint
OTHER
Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
TRUCK
Power Trunk/Liftgate

Preliminary Estimate

Customer: Goratowski, Tammy **Job Number:**

2015 NISS Murano Platinum AWD 4D UTV 6-3.5L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**QUARTER PANEL**						
2	* Blnd	LT Quarter panel to 02/2018					1.3
3	* Blnd	RT Quarter panel to 02/2018					1.3
4	* R&I	LT Wheel opng mldg				0.2	
5	* R&I	RT Wheel opng mldg				0.2	
6	**REAR BUMPER**						
7		O/H rear bumper				2.0	
8	** Repl	A/M Bumper cover	850225AA0H	1	376.11	Incl.	3.0
9		Add for Clear Coat					1.2
10	** Repl	A/M LT Reflector	265658990B	1	40.00	Incl.	
11	**MISCELLANEOUS OPERATIONS**						
12	# Subl	Hazardous waste removal		1	5.00 T		
13	# Repl	Flex additive		1	15.00 T		
			SUBTOTALS		**436.11**	**2.4**	**6.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				416.11
Body Labor	2.4 hrs	@	$ 70.00 /hr	168.00
Paint Labor	6.8 hrs	@	$ 70.00 /hr	476.00
Paint Supplies	6.8 hrs	@	$ 50.00 /hr	340.00
Miscellaneous				20.00
Subtotal				1,420.11
Sales Tax	$ 1,420.11	@	5.6000 %	79.53
Grand Total				**1,499.64**



SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Robert Mills Notice of Circumstances

Date: 5/14/2020

RECEIVED
MAY 14 2020
CITY OF WEST ALLIS
CITY CLERK

☐ **In-person**
- ☐ Process Server
- ☐ Claimant
- ☐ Other _____

☒ **By mail** Certified

☐ **By email**

☐ **By fax**

Received by: Jlemanski

- Hand deliver to: *Ann Marie* ☐ or *Janel* ☒
- Forwarded to Attorney's Office by *Ann Marie* or *Janel* ☒
- Response from Attorney's Office ☐
- Common Council Agenda: Yes ☐ No ☐



PHILLIP S GEORGES PLLC

INJURY LAWYERS

RECEIVED

MAY 14 2020

CITY OF WEST ALLIS
CITY CLERK

May 7, 2020

CITY CLERK
City of West Allis
7525 W. Greenfield Ave.
Room 108 to 110
West Allis, Wisconsin 53214

Re: Notice of Circumstances of Claim
For Robert Mills

Dear City Clerk,

Please see the enclosed Notice of Circumstances of Claim along with the accident report. We have attempted to deliver service via process server on May 7, 2020; however, we were unsuccessful due to your office not being open to the public. In an addition, we have attempted to contact you via telephone on May 7, 2020. With COVID-19 we are requesting that you accept service via U.S. Mail. Furthermore, I am requesting that you please sign the enclosed document agreeing to accept service via U.S. Mail and use the enclosed prepaid return envelope to send said document back to my office. If possible, please contact me upon your review. If there is anything that I am able to assist with further, please do not hesitate with contacting my office.

Very Truly Yours,
Phillip S. Georges, PLLC

Phillip S. Georges
Attorney

Enclosure

2303 21st Ave S • Suite 204 • Nashville TN 37212 • 615-505-5555
www.wolfpacklawyers.com

The Law Offices of Phillip S. Georges, PLLC
("The Wolf Pack")
2303 21st Ave S. Suite 204
Nashville, TN 37212

_____/_____/2020

Re: Notice of Circumstances of Claim
For Robert Mills

I_____ hereby accept service provided by U.S. Mail from The Law Offices of Phillip S. Georges, PLLC ("The Wolf Pack").

_____
(Signature)

_____
Phillip S. Georges, Esq.

_____
(Print Name)

Sec 893.80 Wis. Stats. Notice of Circumstances of Claim

TO: CITY CLERK
City of West Allis
7525 W. Greenfield Ave.
Room 108 to 110
West Allis, Wisconsin 53214

Mr. Patrick L. Samz
2448 S. 79th St.
West Allis, WI 53219

RE: Robert Mills
1717 S. 115th Court
Apt. #1
West Allis, WI 53214

Date of Accident: April 27, 2020
Location: S. 116th St. and W. Rogers St.

PLEASE TAKE NOTICE, pursuant to § 893.80, Wis. Stats., that on April 27, 2020, Robert Mills suffered injuries and damages in a motor vehicle accident that occurred when Patrick L. Samz, operator of a City of West Allis vehicle with a license plate of ACR1675, VIN 1FM5K8D82JGB47259, negligently operated his vehicle and negligently struck another vehicle causing a collision with Robert Mills' vehicle, while upon information and belief was in the course and scope of his employment with the City of West Allis.

Liability for Robert Mills' injuries and damages are attributed to the City of West Allis pursuant to the theory of *Respondent Superior*, in that the City of West Allis are liable for the acts of their employee, herein, Patrick L. Samz while in the course and scope of his employment. Robert Mills suffered damage to his vehicle and injury to

his neck and back for which he is seeking medical treatment. Damages for these injuries and property may exceed $250,000.00.

Dated at Milwaukee, Wisconsin this 6 day of May, 2020.

Phillip S. Georges, PLLC
Attorneys for Robert Mills

By: _____
Phillip S. Georges
State Bar No. 1056511

POST OFFICE ADDRESS:
2303 21st Ave. S
Suite 204
Nashville, TN 37212
615-577-1014

1SL0549MX4
20-014393

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

1SL0549MX4

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			INVESTIGATOR C. SOHRE

Crash Date	Crash Time	Date Arrived	Time Arrived
04/27/2020	09:25 AM	04/27/2020	09:28 AM

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
04/27/2020	09:27 AM	03	03	00

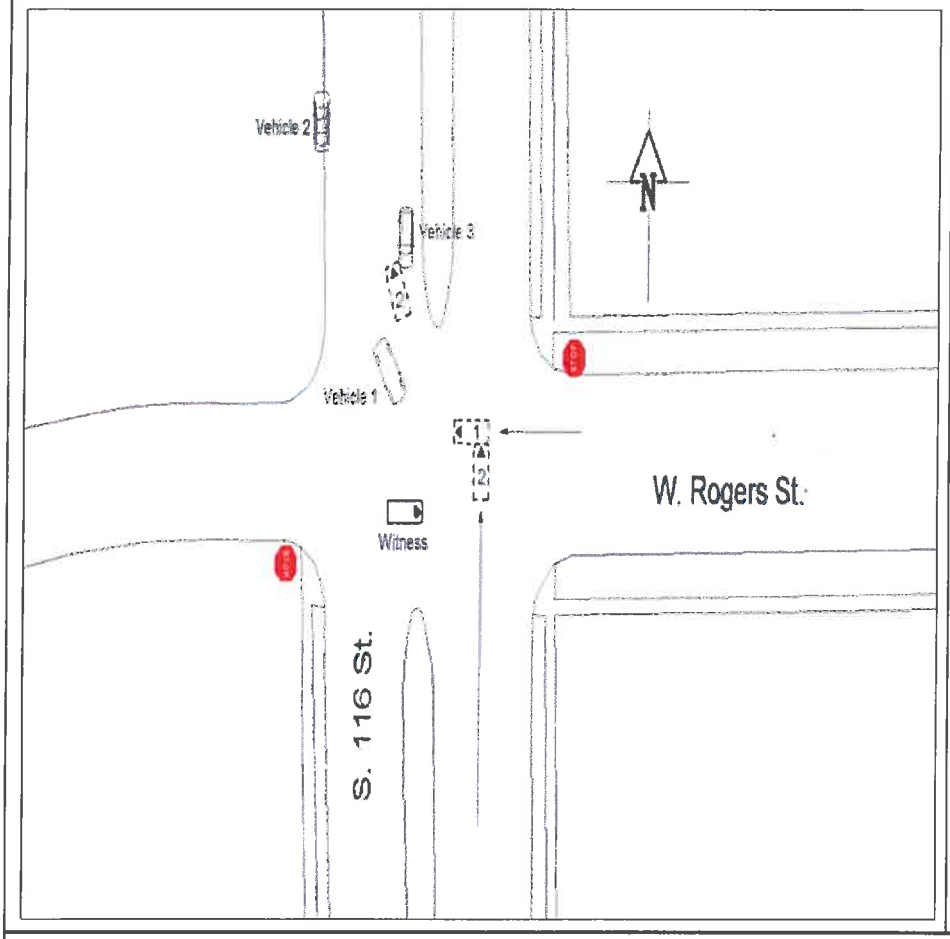
☐ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☑ Government Property	☐ Active School Zone	School Bus Related	Tags
		NO	

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By
PO AGOR

Additional Information
PHOTOS, WITNESS STATEMENTS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

VEHICLE #1 W/B ON W. ROGERS ST. FROM STOP SIGN AT S. 116TH ST., FAILS TO YIELD THE RIGHT OF WAY TO VEHICLE #2 N/B ON S. 116TH ST. VEHICLE #2 STRIKES VEHICLE #1. VEHICLE #1 ROLLS ONTO ROOF, AS VEHICLE #2 CONTINUES IN A NW DIRECTION, ENTERING THE S/B LANES OF S. 116TH ST., STRIKING VEHICLE #3 S/B ON S. 116TH ST. VEHICLE #2 CONTINUES NW JUMPING THE CURB. WITNESS CONFIRMS NARRATIVE.

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

Location

INTERSECTION ON S 116TH ST AT W ROGERS ST IN THE CITY OF WEST ALLIS IN MILWAUKEE COUNTY	Latitude 43.008370189	Longitude -88.056881755
	X Coordinate 413866.65625	Y Coordinate 4762286
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 01 - ANGLE	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) NONE
Environment Factor(s) NONE	
Weather Condition(s) CLEAR	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION	FOUR-WAY INTERSECTION

Closure Type CLOSURE-ONE DIRECTION		Reasons for Closure LAW ENFORCEMENT, TOW TRUCK, FIRE/EMS	
Date Initial Lane/Rd Closed 04/27/2020	Time Initial Lane/Rd Closed 09:28 AM		
Date All Lanes Open 04/27/2020	Time All Lanes Open 10:15 AM	Date Scene Cleared 04/27/2020	Time Scene Cleared 10:15 AM

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel WESTBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 2
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle 01 / 01

License Plate Number ACR1675	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8D82JGB47259	Make FORD	Year 2018	Model EXR

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 01 — VEHICLE

Color: GRY - GRAY	Body Style: UT - SPORT UTILITY VEHICLE	Bus Use:
Initial Contact Point: 08 - LEFT SIDE REAR	Vehicle Damage: 15 - ALL AREAS	
Extent Of Damage: DISABLING DAMAGE		
Towed Due To Damage: TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By: N & S TOWING	
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE	
Driver Prior Action Other:		

Driver Actions: FAILED TO YIELD RIGHT-OF-WAY

UNIT 01 — VEHICLE 01

Owner Name: CITY OF WEST ALLIS (414) 302-8200	Owner Address: 7525 W GREENFIELD AVE WEST ALLIS, WI 53214 , US

Sequence Of Events

UNIT 01 — VEHICLE

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

Policy Holder

UNIT 01

Insurance Company: SELF-INSURED	Organization/Company: CITY OF WEST ALLIS

Individual

UNIT 01 — INDIVIDUAL

Driver: PATRICK L SAMZ	Citations Issued: 0	Sex: MALE
	Date of Birth: 11/11/1979	Race: WHITE
Address: 2448 S 79TH ST WEST ALLIS, WI 53219 , US	Driver License Number: S5206727941100 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

UNIT 01 — INDIVIDUAL 001

On Duty Crash:	Safety Equipment: SHOULDER & LAP BELT	
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:	Helmet Compliance:	
Eye Protection:	Tint Compliance:	

Injury

UNIT 01 — INDIVIDUAL 001

Injury Severity: SUSPECTED MINOR INJURY	Airbag: DEPLOYED-COMBINATION	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 01 — INDIVIDUAL 001

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source	
NOT APPLICABLE (NOT DISTRACTED)	

Distracted By Action
NOT DISTRACTED

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER CAR	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
NO	NORTHBOUND	☐	30	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/O TRAFFIC BARRIER	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

02 — 02

License Plate Number	Plate Type	St	Country of Issuance
544YLG	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
1C3CCBAB8EN121826	CHRYSLER	2014	200 LX

Color	Body Style	Bus Use
BGE - BEIGE	4D - 4DR	

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 02 — VEHICLE

Initial Contact Point: 12 - FRONT	Vehicle Damage: 12 - FRONT
Extent Of Damage: DISABLING DAMAGE	
Towed Due To Damage: TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By: N & S TOWING
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: NO CONTRIBUTING ACTION	
Owner Name: SHERILLA C JEFFERSON (262) 993-8347	Owner Address: 6701 W BLUEMOUND RD # 3 MILWAUKEE, WI 53213 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event: MOTOR VEH IN TRANSPORT
03	Event: CURB
04	Event:

UNIT 02 — INDIVIDUAL

Individual

Driver: SHERILLA C JEFFERSON (262) 993-8347	Citations Issued: 0	Sex: FEMALE
	Date of Birth: 01/24/1987	Race: BLACK
Address: 6701 W BLUEMOUND RD # 3 MILWAUKEE, WI 53213 , US	Driver License Number: J1627838752407 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash:	Safety Equipment: SHOULDER & LAP BELT	
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:	Helmet Compliance:	
Eye Protection:	Tint Compliance:	

Injury

Injury Severity: SUSPECTED MINOR INJURY	Airbag: DEPLOYED-FRONT	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 02 — INDIVIDUAL 002

Distracted By Action: NOT DISTRACTED		
Non Motorist	Striking Unit #:	Location:
Prior Action:		
Action:		
Action Other:		To/From School:
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type:	Alcohol Test Results:
Drug Test Given: TEST NOT GIVEN	Drug Test Type:	Drug Test Results:
Drug Type:		
Individual Condition: APPEARED NORMAL		

Unit Summary

UNIT 03

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: (SPORT) UTILITY VEHICLE				Operating As Endorsements:
Total Occs: 1	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: SOUTHBOUND	☐ Pre CrashTire Mark	Speed Limit: 30	Total Lanes: 4
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

UNIT 03 — VEHICLE 03

License Plate Number: 50662DS	Plate Type: DIS - DISABLED	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 2HKYF18523H507741	Make: HONDA	Year: 2003	Model: PLT
Color: SIL - SILVER (ALUMINUM)	Body Style: UT - SPORT UTILITY VEHICLE		Bus Use:
Initial Contact Point: 01 - RIGHT FRONT CORNER	Vehicle Damage: 01 - RIGHT FRONT CORNER		
Extent Of Damage: FUNCTIONAL DAMAGE			

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 03 — VEHICLE 03

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: NO CONTRIBUTING ACTION	
Owner Name: ROBERT ALLEN MILLS (414) 892-3969	Owner Address: 1717 S 115TH CT # 1 WEST ALLIS, WI 53214 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

UNIT — Policy Holder

Insurance Company: FOUNDERS-INS-CO	Individual: ROBERT MILLS

UNIT — INDIVIDUAL

Individual

Driver: ROBERT ALLEN MILLS (414) 892-3969	Citations Issued: 0	Sex: MALE
	Date of Birth: 08/11/1961	Race: WHITE
Address: 1717 S 115TH CT # 1 WEST ALLIS, WI 53214 , US	Driver License Number: M4207616129101 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash:		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

03 — 003

Injury

Injury Severity: POSSIBLE INJURY		Airbag: NON DEPLOYED
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 03

INDIVIDUAL 003

Non Motorist	Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol	Suspected Alcohol Use	Suspected Drug Use
	NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Property Owner

PROP OWNER 01

Government	Address
WEST ALLIS CITY OF (414) 302-8200	7525 W GREENFIELD AVE WEST ALLIS, WI 53214 , US

Fixed Objects Struck

	Striking Unit	Struck Object	Structure Number	Damage Tag Number
01	02	CURB		

Witness

WITNESS 01

Individual	Address	Date of Birth
JAY JOSEPH SCHWALL (414) 477-9615	1953 S 89 ST WEST ALLIS, WI 53227 , US	09/18/1953

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

Kail Decker
City Attorney
Sheryl L. Kuhary
Deputy City Attorney
Nicholas S. Cerwin
Rebecca Hammock
Principal Assistant City Attorneys

August 25, 2021

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

RE: Monthly Claims Report – September 7, 2021

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Alanis, Hilda	2/24/21	$5,000.00	2021-0213	21-432
Johnson, Katrina	6/25/21	$2,494.30	2021-0483	21-995
Jones, Anita (AFI)	2/4/21	$1,700.00	2021-0199	21-395
King, Lori	4/9/21	$1,000.00	2021-0381	21-785
Kretlow, Renee (20-CV-3972)	5/8/17	Dismissed w/ prejudice	2020-0559	17-34
Narvaez, Reynaldo (20-CV-6883)	3/22/18	$150,000 SIR	2020-0836	18-1406
Stach, Eric	5/17/21	$754.09	2021-0398	21-814
Duke Swan Estate (20-CV-2259)	6/16/18	$87,500.00	2020-0244	18-1390

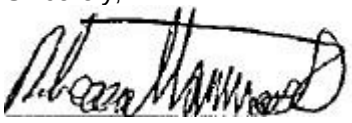
Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Braunschweig, Ken (MCTS)	10/14/20	$3491.10	2021-0300	20-2198
Hoefler, Tristan	5/27/21	$31,597.00	2021-0541	21-1058
Mills, Robert (Personal Injury)	4/27/20	$250,000.00	2020-0344	20-743
Riche, Benjamin	3/18/21	$17,222.41	2021-0465	21-980

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

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

Sincerely,



Rebecca Hammock
Principal Assistant City Attorney

cc: City Clerk

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CITY OF WEST ALLIS
28 JUL 23 AM 11:47

CLAIMANT CONTACT INFORMATION

Name: Elliott Bingham
Address: 2103 S. 71st Apt 104

Phone: 414 553-3336
Email: Elliott Bingham 447@gmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 5-16-23 Time of day: 12:38pm
Location:

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

Accident # 23-018146

Check one:

- [x] ..... I am seeking damages at this time (complete Claim Amount section below)
- [ ] ..... I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: Elliott Bingham Date: 7-28-23

CLAIM AMOUNT

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

The total amount sought is: $ 529.86

SAVE PRINT

Liberty Mutual Insurance Company
P.O. Box 5014
Scranton PA 18505-5014

Liberty Mutual. INSURANCE

CONTACT US

Michael.Day@LibertyMutual.com

Direct: (484) 795-2511
Toll-Free: (800) 225-2467
Ext: 73558
Fax: (888) 268-8840

Liberty Mutual Insurance Company
P.O. Box 5014
Scranton PA 18505-5014
United States

LibertyMutual.com

City of West Allis
7525 W Greenfield Ave
West Allis, WI 53214
US

August 2, 2023

Your Insured:	City of West Allis
Your Claim Number:	unk
Date of Incident:	05/16/2023
Our Claim Number:	053516414-01
Our Insured:	ELLIOTT BINGHAM

Dear City of West Allis,

I'm writing with important information regarding the incident occurring on 05/16/2023. Based on our review, we believe your insured is responsible for the damage to our insured's vehicle.

We've enclosed documentation to support our subrogation claim.

Amount We Paid	$1,972.87
Our Insured's Deductible	$500.00
Total Amount Due	**$2,472.87**

Please include our claim number on your check for the total amount shown above:

Liberty Mutual
Attn: Claims Financial Operations
PO Box 2825
New York, NY 10116-2825

Liberty Mutual.
INSURANCE

We're Here to Help

If you have any questions, please contact me directly, and I'll be happy to help. I can assist you more quickly if you reference Claim No. 053516414-01 in all communications.

Sincerely,

MICHAEL DAY
Claims Department

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

FILED
08-09-2024
Anna Maria Hodges
Clerk of Circuit Court
2024CV006461
Honorable Gwen Connolly-44
Branch 44

STATE OF WISCONSIN **CIRCUIT COURT** **MILWAUKEE**

KEVIN LEITERMANN PROPERTIES, LLC vs. CITY OF WEST ALLIS

Electronic Filing Notice

Case No. 2024CV006461
Class Code: Money Judgment

CITY OF WEST ALLIS
7525 W. GREENFIELD AVENUE
WEST ALLIS WI 53214

RECEIVED
AUG 14 2024
WEST ALLIS
CITY ATTORNEY

8-14-24 11:30 AM

Case number 2024CV006461 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: eb3c8b

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

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

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: August 9, 2024

CITY OF WEST ALLIS
14 AUG '24 AM 11:37

UNREDACTED

FILED
08-09-2024
Anna Maria Hodges
Clerk of Circuit Court
2024CV006461
Honorable Gwen Connolly-44
Branch 44

STATE OF WISCONSIN
CIRCUIT COURT
MILWAUKEE COUNTY

KEVIN LEITERMANN PROPERTIES, LLC,
W336N5535 Island View Ln.
Nashotah, Wisconsin 53058,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF WEST ALLIS
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214,

Defendant.

SUMMONS

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to or electronically filed with the Court, whose address is 901 North 9th Street, Room 104, Milwaukee, Wisconsin 53233, and to plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 9th day of August, 2024.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

Electronically signed by Sara Stellpflug Rapkin
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Olivia J. Brooks
State Bar ID No. 1115787
Attorneys for Plaintiff

FILED
08-09-2024
Anna Maria Hodges
Clerk of Circuit Court
2024CV006461
Honorable Gwen Connolly-44
Branch 44

STATE OF WISCONSIN
CIRCUIT COURT
MILWAUKEE COUNTY

KEVIN LEITERMANN PROPERTIES, LLC,
W336N5535 Island View Ln.
Nashotah, Wisconsin 53058,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF WEST ALLIS
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214,

Defendant.

COMPLAINT

Plaintiff Kevin Leitermann Properties, LLC ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the Defendant City of West Allis (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the 2024 tax year, plus statutory interest, with respect to two parcels of real property in the City (the "Properties").

2. Plaintiff is the owner of the Properties, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Properties and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 7525 W. Greenfield Avenue, in the City.

4. The Properties are located at 11104 W. Greenfield Avenue and 2345 S. 107th Street, within the City, and are identified in the City's records as Tax Parcel Numbers 445-9983-000 and 485-0009-010.

JURISDICTION AND VENUE

5. The Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Milwaukee County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2024 Assessment - Background Facts

7. The aggregate ratio of property assessed in the City as of January 1, 2024 has not been determined as of the date of filing.

8. For 2023, property tax was imposed on property in the City at the rate of $28.332516 per $1,000 of assessed value of property.

9. For 2024, the City's assessor set the assessments of the Properties as follows:

Parcel No.	Assessment
445-9983-000	$ 1,535,700
485-0009-010	$ 4,067,900

10. Plaintiff appealed the 2024 assessments of the Properties by filing timely objections with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. Plaintiff appeared at the Board of Review, but the City's Assessor requested that all objections for commercial property within the City be waived, including the Properties. The Board of Review approved the City Assessor's request to waive the hearing for the Properties.

12. By virtue of a hearing waiver pursuant to Wis. Stat. § 70.47(8m) the Board of Review sustained the 2024 assessments on the merits without a hearing at the values listed in paragraph 9. True and correct copies of the 2024 Notice of Decision of Board of Review (BOR) Hearing are attached hereto as **Exhibit A** and are incorporated herein by reference.

13. Assuming the 2024 mill rate will be essentially the same as the 2023 mill rate, the City will impose tax on the Properties in the approximate amounts as follows:

Parcel No.	Tax
445-9983-000	$ 43,510
485-0009-010	$ 115,254

14. Plaintiff will timely pay the property taxes imposed by the City on the Properties for 2024, or the required installment thereof.

CLAIM FOR RELIEF

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

2024 Assessment - Claim for Relief

16. The fair market value of the Properties as of January 1, 2024 are no higher than the following:

Parcel No.	FMV
445-9983-000	$ 1,012,000
485-0009-010	$ 3,220,200

17. Assuming an aggregate ratio of 100%, the correct assessments of the Properties for 2024 should be no higher than the following:

Parcel No.	Correct Assessment
445-9983-000	$ 1,012,000
485-0009-010	$ 3,220,200

18. Based on the 2023 tax rate of $28.332516 per $1,000 of assessed value, the correct amount of property taxes on the Properties for 2024 should be no higher than the following:

Parcel No.	Correct Tax
445-9983-000	$ 28,673
485-0009-010	$ 91,236

19. The 2024 assessments of the Properties, as set by the City's Assessor, are excessive as it exceeds the market value of the Properties. As a result, the property taxes imposed on the Properties for 2024 may be excessive in at least the amount of $38,855.

20. The 2024 assessments of the Properties, as set by the City's assessor, is also excessive as compared with other commercial property in the City. Upon information and belief, the City will take the position that the assessments of other commercial property in the City is at market value and, if true, then an over assessments of the Properties constitutes a violation of Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result of the assessments of the Properties, the Properties bear an unreasonably disproportionate share of taxes on an ad valorem basis.

21. Plaintiff is entitled to a refund of 2024 tax in the amount of at least $38,855, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest and costs.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessments of the Properties for 2024 should be no higher than the following:

Parcel No.	Correct Assessment
445-9983-000	$ 1,012,000
485-0009-010	$ 3,220,200

B. A determination that the correct taxes on the Properties for 2024 should be no higher than the following:

Parcel No.	Correct Tax
445-9983-000	$ 28,673
485-0009-010	$ 91,236

C. Judgment in the amount of $38,855, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

D. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 9th day of August, 2024.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965

Electronically signed by Sara Stellpflug Rapkin
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Olivia J. Brooks
State Bar ID No. 1115787
Attorneys for Plaintiff

52291180

Clerk's Office
clerk@westalliswi.gov

June 13, 2024

Kevin Leitermann Properties LLC
PO Box 161
Nashotah, WI 53058

RE: NOTICE OF DECISION
City of West Allis 2024 Board of Review Property Assessment Objection

Dear Kevin Leitermann Properties LLC,

The City of West Allis Board of Review (BOR) convened for the 2024 Annual Board of Review and voted to waive your objection to the real property assessment to circuit court pursuant to Wis. Stat. § 70.47(8m). This statutory mechanism allows an appeal directly to Circuit Court for parcel:

PARCEL NUMBER	PROPERTY ADDRESS	JANUARY 1, 2024 ASSESSED VALUE
445-9983-000	11104 W Greenfield Ave	$1,535,700

As a result, a hearing will not be scheduled before the BOR for your objections. By operation of law and pursuant to Wis. Stat. § 70.47(8m), the assessed values remain as identified above. The taxpayer has 60 days from the notice of hearing waiver in which to commence an action under §70.47(8m).

If you have any further questions, please send an email to clerk@westalliswi.gov.

Respectfully,

Rebecca N. Grill

Rebecca Grill
City Administrator/Clerk

EXHIBIT
A

Clerk's Office
clerk@westalliswi.gov

June 13, 2024

Kevin Leitermann Properties LLC
PO Box 161
Nashotah, WI 53058

RE: NOTICE OF DECISION
City of West Allis 2024 Board of Review Property Assessment Objection

Dear Kevin Leitermann Properties LLC,

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PARCEL NUMBER	PROPERTY ADDRESS	JANUARY 1, 2024 ASSESSED VALUE
485-0009-010	2345 S 107 St	$4,067,900

As a result, a hearing will not be scheduled before the BOR for your objections. By operation of law and pursuant to Wis. Stat. § 70.47(8m), the assessed values remain as identified above. The taxpayer has 60 days from the notice of hearing waiver in which to commence an action under §70.47(8m).

If you have any further questions, please send an email to clerk@westalliswi.gov.

Respectfully,

Rebecca M. Grill

Rebecca Grill
City Administrator/Clerk

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
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Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
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Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
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Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CLAIMANT CONTACT INFORMATION

Name: STEVE NYIKOS
Address: 324 MILWAUKEE AVE. WEST
FORT ATKINSON,WI. 53538

Phone: 920-397-1306
Email: SNYIKOS62365@GMAIL.COM

INSTRUCTIONS

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

NOTICE OF CLAIM

(SN)

Date of incident: 10/05/2024 – 10/15/2024 Time of day: 08:24
Location: Alley between South 78th & 79th Street

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

Was awoken by West Allis Police. Notified of Garbage Truck hitting rear end of my Car parked Next to Garage.

Check one:

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

Signed: Steve Nyikos Date: 10/30/24

CLAIM AMOUNT

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

The total amount sought is: $ 1111.24

Eleven Hundred & eleven + twenty four cents

SAVE PRINT

West Allis Police Department

24.041843 **Accident/PDO**

Disposition **Orlowski**
Unit **129**

10/15/24 08:2446 2020 S 78 St

Officer **RM9439**

CAD Comments
In alley - garbage truck involved

Wanda - dpw
Dispatched: 129

Cpl. McNally reports... On 10-15-24 at 0824 hrs, I responded to 2016 S. 78 St. regarding a minor accident. Investigation revealed city employee, Tyler T. Eichelberger, was reversing a city garbage truck (white 2014 Peterbilt Motor Co truck, bearing WI municipal plate #87904) and struck a parked vehicle (red 2019 Honda 4dr, WI reg. #AXT6972) in the alley behind the residence. There was very minor damage to the rear bumper on the passenger side of the Honda. There was no damage to the garbage truck. Photographs were taken and uploaded to evidence.com.

Nyikos, Steven A
[redacted]

Eichelberger, Tyler Travis
[redacted]

WEST ALLIS POLICE DEPARTMENT
DRIVER EXCHANGE AND INFORMATION SHEET
To be completed by drivers ONLY
Pursuant to Section 346.67 Wis. Stats.

Cpl. McNally

DATE: 10/15/24 **TIME:** 0824 hrs. **LOCATION:** _____

TOWING COMPANY: _____

DRIVER'S NAME: _____ **PHONE #:** 0

ADDRESS: _____ **CITY/STATE/ZIP:** _____

VEHICLE (MAKE): _____ **(MODEL):** _____ **YEAR:** _____

LICENSE PLATE #: _____ **ACCIDENT OR CALL #:** 24-041843

INSURANCE CARRIER/PHONE: Claim# 24-G312352S7

POLICY #: _____

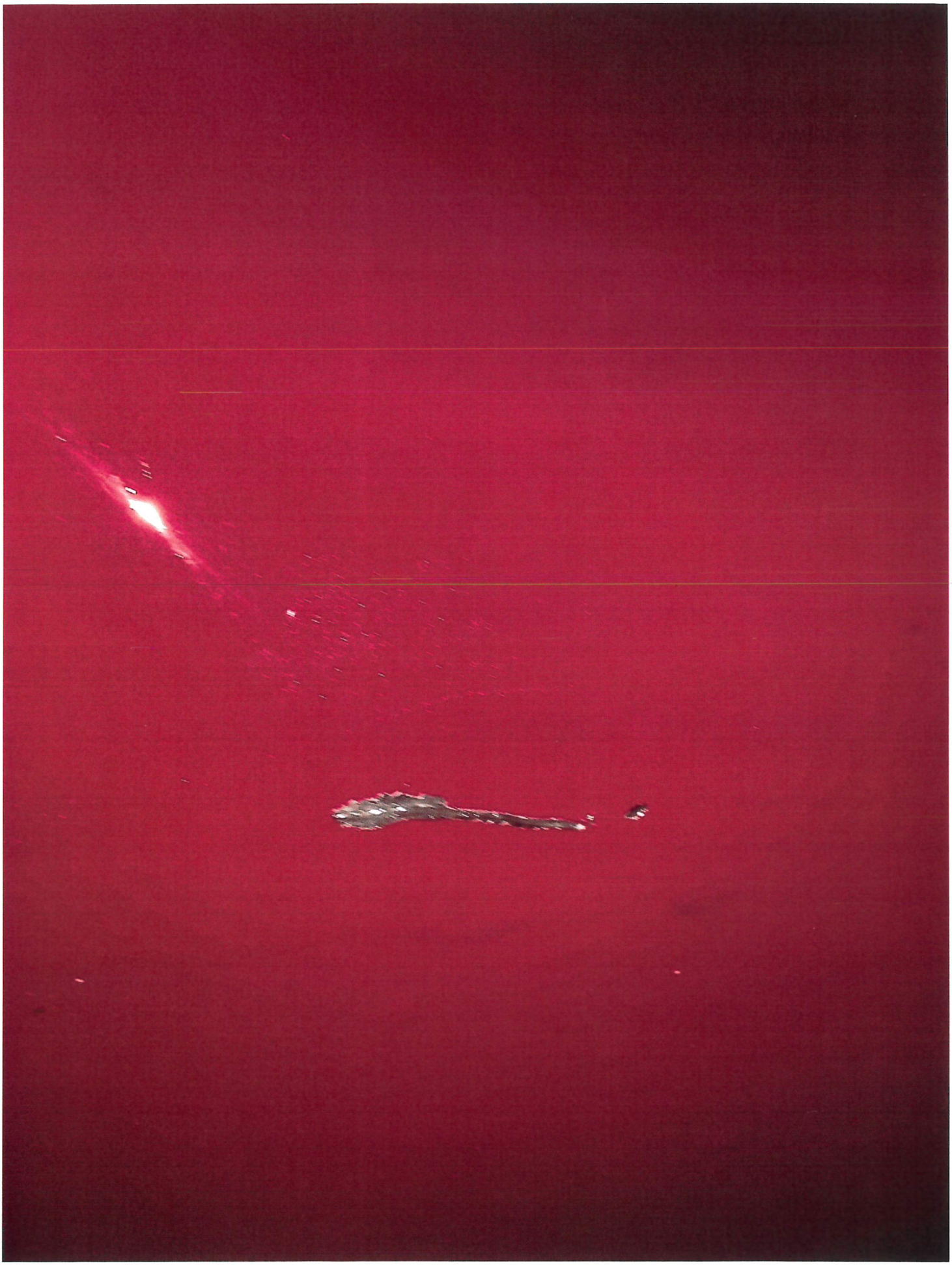
Completion and exchange of this form is for the purpose of facilitating the exchange of information requirement of Section 346.67 Wis. Stats. It is intended only to assist those involved in a crash and facilitate the exchange of information between drivers to assist with any insurance claim, personal reimbursement or civil action

I hereby consent to the release of my personal information to _____.
(other driver)

Your Signature _____









BUTCH'S HIGH LITE AUTO BODY

301 WOODLAND DRIVE, FORT ATKINSON, WI 53538
Phone: (920) 563-3890
FAX: (920) 563-7911

Workfile ID: 462cdc52
PartsShare: 8dTYhh
Federal ID: 274281460

Preliminary Estimate

Customer: Nyikos, Steve

Written By: Grant Berkovitz

Insured:	Nyikos, Steve	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:					

Owner:
Nyikos, Steve
(920) 397-1306 Cell

Inspection Location:
BUTCH'S HIGH LITE AUTO BODY
301 WOODLAND DRIVE
FORT ATKINSON, WI 53538
Repair Facility
(920) 563-3890 Business

Insurance Company:

VEHICLE

2019 HOND Civic Sedan LX w/Continuously Variable Transmission 4D SED 4-2.0L Gasoline Sequential MPI

VIN:	2HGFC2F60KH552106	Interior Color:		Mileage In:	Vehicle Out:
License:		Exterior Color:		Mileage Out:	
State:	WI	Production Date:		Condition:	Job #:

TRANSMISSION
Automatic Transmission

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR
Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Backup Camera
Intelligent Cruise

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Lane Departure Warning

SEATS
Cloth Seats
Bucket Seats

WHEELS
Wheel Covers

PAINT
Clear Coat Paint

OTHER
Traction Control
Stability Control

Get live updates at www.carwise.com/e/4Vw3Ah

Customer: Nyikos, Steve

2019 HOND Civic Sedan LX w/Continuously Variable Transmission 4D SED 4-2.0L Gasoline Sequential MPI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**QUARTER PANEL**							
2	*	R&I	Mud guard rear only w/o Si				0.4	
3	**REAR BUMPER**							
4			O/H bumper assy				2.0	
5	<>	Repl	Bumper cover US, CAN built	04715TBAA00ZZ	1	238.33	Incl.	3.0
6			Add for Clear Coat					1.2
7		Repl	RT Applique US, CAN built	71503TBAA00	1	12.73	Incl.	
8		Repl	Lower cover w/o Sport US, CAN built	71510TBAA50	1	122.25	Incl.	
9	#	Subl	Hazardous waste removal		1	3.00 T		
10	#	Repl	Flex additive		1	5.00 T		
				SUBTOTALS		**381.31**	**2.4**	**4.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				373.31
Body Labor	2.4 hrs	@	$ 70.00 /hr	168.00
Paint Labor	4.2 hrs	@	$ 70.00 /hr	294.00
Paint Supplies	4.2 hrs	@	$ 50.00 /hr	210.00
Miscellaneous				8.00
Subtotal				1,053.31
Sales Tax	$ 1,053.31	@	5.5000 %	57.93
Grand Total				**1,111.24**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,111.24**

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Customer: Nyikos, Steve

2019 HOND Civic Sedan LX w/Continuously Variable Transmission 4D SED 4-2.0L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4411, CCC Data Date 11/01/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Artisan and Truckers Casualty Co

Estimate ID
24-631235287-01
Original

Claim Number
24-631235287-01

Owner
STEVEN NYIKOS

Insured
STEVEN NYIKOS

Appraiser
DYLAN REDMAN (PEG)
(440) 620-0053 (Work)
a166292@progressive.com

Underwriter
Artisan and Truckers Casualty Co

Artisan and Truckers Casualty Co

Claim Number
24-631235287-01

Adjuster
ANDREA CAVALLO
(440) 910-4300 (Work)

Deductible
500.00 - Not Waived

Reported Date
10/15/2024

Loss Date
10/15/2024

2019 Honda Civic LX 4 Door Sedan 2.0L 4 Cyl Gas Injected Auto Trans FWD

Exterior Color
RED

License
WI-AXT-6972

VIN
2HGFC2F60KH552106

Drivable
Yes

Mitchell Service Code
911818

Options

Air Conditioning	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition	Automatic Headlights
Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control	Daytime Running Lights
Driver-Front Air Bag	Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Keyless Entry System
Left-Curtain Air Bag	MP3 Player	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Rear Bench Seat	Rearview Camera	Second Row Side Airbag With Head Protection
Side Airbags	Steering Wheel Mounted Audio Control	Theft Deterrent Sys.	Tilt Steering Wheel	Tire Pressure Monitoring System
Traction Control/Electronic	Trip Computer			

STEVEN NYIKOS | 2019 Honda Civic LX

Parts Profile
JEFFDODGE WI ALL PARTS

Parts Profile Version
3.0

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Rear Bumper										
1	100297	Rear Bumper Cover	Remove / Install	Body*	INC	Existing				

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
2	100298	Rear Bumper Cover Assy	Overhaul	Body	1.8	Existing				
3	100301	Rear Add w/Mudguard	Remove / Replace	Body	0.4					
4	101061	Rear Bumper Cover	Repair	Body*	4.0*	Existing				
5	AUTO	Rear Bumper Cover	Refinish Only	Refinish	2.6 C					
6	102497	Rear Bumper Cover Garnish	Remove / Replace	Body	INC#	Aftermarket New	HO1195121	1	$98.00	Yes
7	101063	R Rear Bumper Cover Garnish	Remove / Replace	Body	INC#	New	71503-TBA-A00	1	$12.73	Yes
Additional Costs & Materials										
8	AUTO	Paint/Materials	Additional Cost						$169.20	Yes
9	AUTO	Hazardous Waste Disposal	Additional Cost						$3.00*	Yes
Additional Operations										
10	931127	Pre Repair Scan	Additional Operation	Mechanical*	0.5*				$0.00	
11	931128	Post Repair Scan	Additional Operation	Mechanical*	0.5*				$0.00	
12	AUTO	Clear Coat	Additional Operation	Refinish	1.0				$0.00	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Parts Vendors

LKQ KEYSTONE MADISON, WI
5969 HAASE ROAD SUITE B
DE FOREST WI 53532
(608) 249-4775 (Work)

Line	Part #	Total Price
6	HO1195121	$98.00

Supplier Notes: Part sourced from SurePart (powered by PartsTrader).

Disclaimer: This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	6.2	$67.00		$415.40
Refinish Labor	3.6	$67.00		$241.20
Mechanical Labor	1.0	$90.00		$90.00
Total Labor	**10.8**			**$746.60**

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Estimate Totals

		Taxable	$746.60
		Tax 5.5000%	$41.06
		Non-Taxable	$0.00
		Pre-Tax Discount 0.00%	$0.00
		Labor Total	$787.66
Parts	**Amount**		
Taxable Parts	$110.73		$110.73
		Parts Adjustments	$0.00
		Tax 5.5000%	$6.09
		Non-Taxable	$0.00
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$116.82
Costs	**Amount**		
Paint Materials	$169.20		$169.20
Shop Materials	$0.00		$0.00
Other Additional Costs	$3.00		$3.00
Paint Materials:		Taxable	$172.20
- Refinish Units: 3.6 units		Tax 5.5000%	$9.47
- Rate: $47.00		Non-Taxable	$0.00
- Rate Max: 99.9 units		Pre-Tax Discount 0.00%	$0.00
- Additional Rate: $0.00		**Costs Total**	$181.67
Gross Totals	**Amount**		
Gross Total	$1,086.15		$1,086.15
		Taxable	$1,029.53
		Tax	$56.62
		Non-Taxable	$0.00
		Pre-Tax Discount 0.00%	$0.00
		Gross Total	$1,086.15
Adjustments	**Amount**		
Deductible	-$500.00		-$500.00
Total Customer Responsibility			-$500.00
		Net Estimate Total	$586.15

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

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This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer

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replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Estimate Event Log

Job Created	10/19/2024 03:33 PM
Estimate Started	10/19/2024 03:34 PM
Estimate Printed	10/19/2024 04:26 PM
Estimate Committed	10/19/2024 04:26 PM
Estimate Version	0
Estimate Retrieval ID	10003079325

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

TMS
01-30-2024
1220

ONE CALL G THAT'S ALL

GRUBER

LAW OFFICES LLC

100 East Wisconsin Avenue
Suite 2800
Milwaukee, Wisconsin 53202

Telephone:
(414) 276-6666
Facsimile:
(414) 273-4047

Sec 893.80 Wis. Stats. Notice of Circumstances of Claim

January 30, 2024

TO: Rebecca Grill
CITY CLERK
City of West Allis
7525 W. Greenfield Avenue
Room 108 to 110
West Allis, WI 53214

RE:	Name:	Charmion Robinson
	Address:	11229 W. National Avenue Apt. 117 West Allis, WI 53227
	Date of Accident:	01/23/2024
	Location:	W. Lincoln Avenue and W. National Avenue

PLEASE TAKE NOTICE, pursuant to § 893.80, Wis. Stats., that on 01/23/2024, Charmion Robinson suffered injuries and damages in a motor vehicle accident that occurred when, a vehicle operated by Adam Robert Schweitzer, while in the course and scope of his employment with the City of West Allis, negligently rear-ended the vehicle operated by Charmion Robinson at or near the intersection of West National Avenue and West Lincoln Avenue in the City of West Allis, County of Milwaukee.

As a result of this negligence liability for Ms. Robinson's injuries and damages are attributed to the City of West Allis. Please also see provided Milwaukee Accident Report No.

RECEIVED
01-30-2024 04:17 PM
CITY OF WEST ALLIS

1SL055JR3K which provides further notice of this injury and more fully outlines the subject accident.

Dated at Milwaukee, Wisconsin this 29 day of January 2024.

GRUBER LAW OFFICES, L.L.C.
Attorneys for Charmion Robinson

By: _____
Ryan G. Grych
State Bar No. 1098287

POST OFFICE ADDRESS:
100 East Wisconsin Avenue
Suite 2800
Milwaukee, Wisconsin 53202
(414) 276-6666

1SL055JR3K
24-003263

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

1SL055JR3K

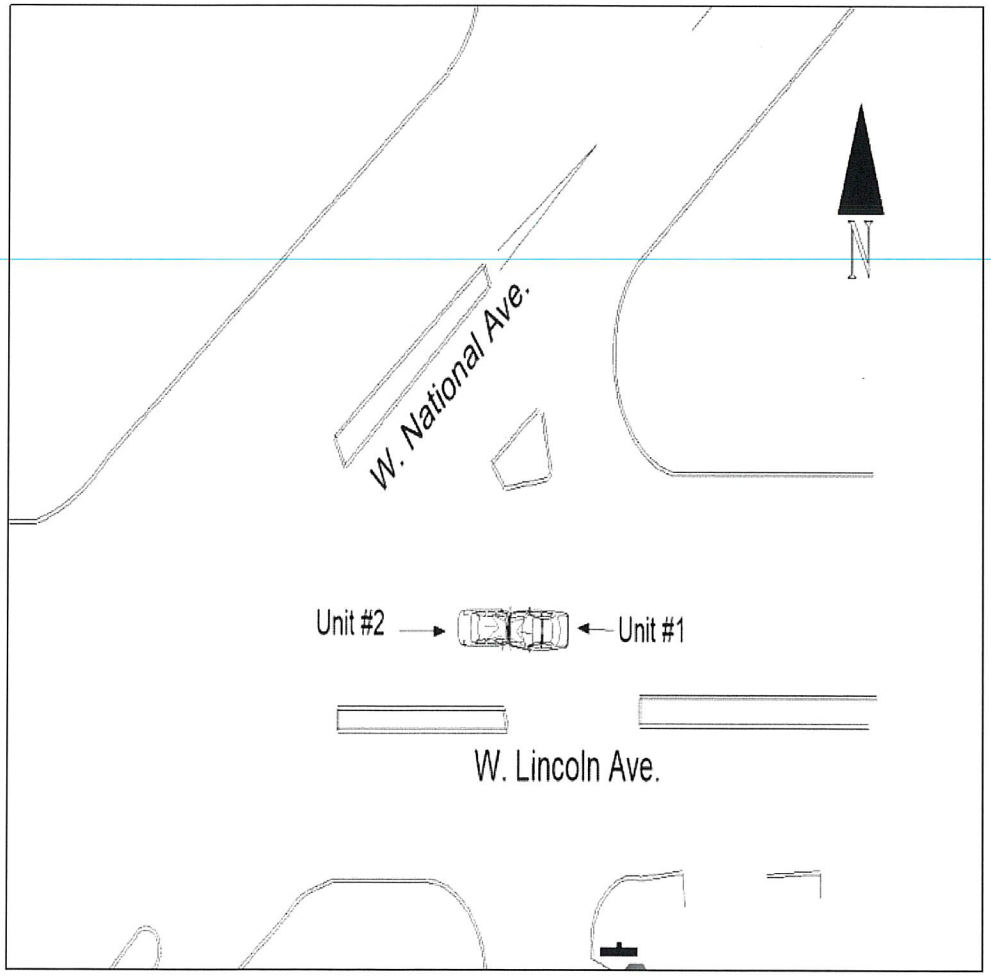
Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy	
			INVESTIGATOR R. TUSCHL	
Crash Date 01/23/2024	Crash Time 02:15 PM	Date Arrived 01/23/2024	Time Arrived 02:15 PM	
Date Notified 01/23/2024	Time Notified 02:15 PM	Total Units 02	Total Injured 01	Total Killed 00

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related NO	Tags	
☑ Reportable	Crash Type DT4000 (STANDARD CRASH)		☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
SGT SCHMIDT

Additional Information
PHOTOS, DASH CAMERA VIDEO

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

BOTH UNITS ARE FACING W/B ON W. LINCOLN AVE WHILE AT THE INTERSECTION OF LINCOLN/NATIONAL. BOTH UNITS ARE IN LANE ONE WITH UNIT #2 IN FRONT OF UNIT #1. THE TRAFFIC CONTROL LIGHT CHANGES TO GREEN FOR W/B TRAFFIC. UNIT #2 INITIALLY PULLS FORWARD A LITTLE AND THEN COMES TO A STOP DUE TO THE MOTOR VEHICLE IN FRONT OF THEM. UNIT #1 IS UNABLE TO BRAKE IN TIME AND STRIKES THE REAR OF UNIT #2 CAUSING DAMAGE. UNIT #1 HAD FINISHED LOOKING AT HIS CELL PHONE PRIOR TO THE CRASH.

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

Location

ON W LINCOLN AVE 55 FT E OF W NATIONAL AVE IN THE CITY OF WEST ALLIS IN MILWAUKEE COUNTY	Latitude 43.002648898	Longitude -88.03104255
	X Coordinate 415964.71875	Y Coordinate 4761624.5
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) WET, ICE	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) RAIN		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION	FOUR-WAY INTERSECTION

Unit Summary

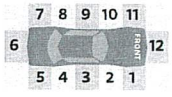
UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel WESTBOUND	☐ Pre CrashTire Mark	Speed Limit 30	Total Lanes 3
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

UNIT 01 — VEHICLE 01

Vehicle

License Plate Number F1385	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AW0NNA01219	Make FORD	Year 2022	Model EXR
Color BLK - BLACK	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
Initial Contact Point 12 - FRONT	Vehicle Damage 00 - NO DAMAGE		
Extent Of Damage NO DAMAGE			



WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 01 — VEHICLE 01

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	

Driver Actions: OPERATED MOTOR VEHICLE IN INATTENTIVE, CARELESS OR ERRATIC MANNER

Owner Name: CITY OF WEST ALLIS (414) 302-8000	Owner Address: 11301 W LINCOLN AVE WEST ALLIS, WI 53227 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

UNIT 01 — Policy Holder

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	Organization/Company: CITY OF WEST ALLIS

UNIT 01 — INDIVIDUAL 001

Individual

Driver: ADAM ROBERT SCHWEITZER (414) 302-8000	Citations Issued: 0	Sex: MALE
	Date of Birth: 05/17/1988	Race: WHITE
Address: 11301 W LINCOLN AVE WEST ALLIS, WI 53227 , US	Driver License Number: S3260168817701 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

	On Duty Crash: POLICE	Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

	Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED

Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

	Distracted By Source: HAND-HELD MOBILE PHONE

Distracted By Action: OTHER ACTION (LOOKING AWAY FROM TASK ETC)

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type: (SPORT) UTILITY VEHICLE | Operating As Endorsements:

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	WESTBOUND	☐	30	3

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/O TRAFFIC BARRIER	TRAFFIC SIGNAL	NO

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

Truck Bus or HazMat: NO

UNIT 02 — VEHICLE 02

Vehicle

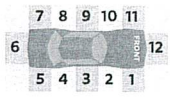
License Plate Number	Plate Type	St	Country of Issuance
ALR7814	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2FMDK3GC1ABA22095	FORD	2010	EDG

Color	Body Style	Bus Use
BLK - BLACK	UT - SPORT UTILITY VEHICLE	

Initial Contact Point	Vehicle Damage
06 - REAR	06 - REAR

Extent Of Damage: MINOR DAMAGE



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 02 — VEHICLE 02

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	
Driver Actions: NO CONTRIBUTING ACTION	

Owner Name	Owner Address
CHARMION SHARAI ROBINSON (404) 901-3335	11229 W NATIONAL AVE # 117 MILWAUKEE, WI 53227 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — INDIVIDUAL 002

Policy Holder

Insurance Company	Individual
NATIONAL-GENERAL-INS-CO	CHARMION ROBINSON

Individual

Driver	Citations Issued	Sex
CHARMION SHARAI ROBINSON (404) 901-3335	0	FEMALE
	Date of Birth: 01/29/1989	Race: BLACK/AFRICAN AMERICAN
Address: 11229 W NATIONAL AVE # 117 MILWAUKEE, WI 53227 , US	Driver License Number: R1521178952904 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
POSSIBLE INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
NOT APPLICABLE (NOT DISTRACTED)
Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT 02 — INDIVIDUAL 002

Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: **NO**	Suspected Drug Use: **NO**	
Alcohol Test Given: **TEST NOT GIVEN**	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: **TEST NOT GIVEN**	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: **APPEARED NORMAL**			

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CLAIMANT CONTACT INFORMATION

Name: Isaac Taiwo
Address: 3811 East Wisconsin drive
Oak creek WI 53154

Phone: 405-609-7979
Email: THTWOB@GMAIL.COM

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 10/14/2024 Time of day: 2am
Location: 2330 S 54th street, West Allis 53219

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

I am a hospitalist at west Allis Memorial. I was stopped by an officer around 2am ~~ago~~ for traffic violation. I did not think I was speeding, which I reported to the officer. No ticket or warning was given. Tire deflating device placed behind my car deflated my tire and I was stuck in the cold from 2am till 6am after I finally was able to get road assistance to fix my car. Fixing the tire cost me ~~a~~994 dollars. because I had to change the 4 tires for balance purpose as recommended by Lexus. I am seeking 2000 dollars for every hour I spent stranded in the cold at that time of the day.
- limited gas, unable to get to gas station because of my tire and I couldnt leave the car engine on because I did not know how long I'd be there for. I have been an upstanding citizen, definitely did not deserve that experience.

Check one:

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

Signed: Isaac Taiwo Date: 10/30/2024

CLAIM AMOUNT

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

The total amount sought is: $ 9000 =

SAVE PRINT

CITY OF WEST ALLIS
30 OCT '24 PM4:10

CUSTOMER #: 117425

179766

INVOICE

PAGE 1

LEXUS OF BROOKFIELD
20001 W. Bluemound Road
Brookfield, WI 53045
(262) 797-2000

ISAAC OLABODE TAIWO
3015 S 6TH ST
MILWAUKEE, WI 53215
HOME:580-514-9881 CONT:580-514-9881
BUS: CELL:580-514-9881

SERVICE ADVISOR: 821 GIANLUCA BORQUEZ-PANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	20	LEXUS RX 450H	2T2HGMDA7LC046178		47370/47370	TB549

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09APR24 DD			09:42 15OCT24		0.00	EXT	21OCT24

R.O. OPENED	READY	OPTIONS:
15:42 14OCT24	08:51 21OCT24	SOLD-STK:PRH2127 DLR:64806 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A .REPLACE 1 TIRE DT00047167MI SOP (COVERED BY ASSURANT)			
TIRE1 .REPLACE 1 TIRE DT00047167MI SOP (COVERED BY ASSURANT)			
856CRYAN		58.00	58.00
1 DT000-47167-MI OEA 235/65R18 MI	284.00	284.00	284.00
1 EPA TIRE DISPOSAL FEE	2.00	2.00	2.00
PARTS: 284.00 LABOR: 58.00 OTHER: 2.00	TOTAL LINE A:		344.00
**********			
B .REPLACE 3 TIRES DT00047167MI SOP			
TIRE3 .REPLACE 3 TIRES DT00047167MI SOP			
856 C		74.95	74.95
3 DT000-47167-MI OEA 235/65R18 MI	284.00	278.75	836.25
3 EPA TIRE DISPOSAL FEE	2.00	2.00	6.00
PARTS: 836.25 LABOR: 74.95 OTHER: 6.00	TOTAL LINE B:		917.20
**********			
C Alignment, Wheel - Four - Adjust			
FS02 Alignment, Wheel - Four - Adjust			
856 C		99.95	99.95
PARTS: 0.00 LABOR: 99.95 OTHER: 0.00	TOTAL LINE C:		99.95
**********			

****

ESTIMATE: 1,354.84 14OCT24 15:42 SA: 821
CONTACT:

****

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $75.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	232.90
PARTS AMOUNT	1120.25
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	8.00
TOTAL CHARGES	1361.15
LESS INSURANCE	342.00
SALES TAX	50.56
PLEASE PAY THIS AMOUNT	- 75.00 RB 1069.71

Repairs Performed By (List mechanics/team leader and names of any subcontractors):

Names: _____ 994.71

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

Arbitration Agreement: Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer - Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Wisconsin and judgement upon the reward rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

INT.____

DealerCAP 2014 CDK Global, LLC (06/18) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - WI - 9698084C

CUSTOMER COPY

Lexus of Brookfield
20001 W Bluemound Rd
Brookfield, WI 53045
630-530-3955

SALE

MID: 1886
TID: 00232824 REF#: 00000001
Bank ID: 000000
Batch #: 16751 RRN: 796811053511
10/22/24 13:51:51

APPR CODE: 045491
VISA Contactless
**********8215 **/**

AMOUNT $994.71

APPROVED

Visa Credit
AID: A0000000031010
TVR: 00 00 00 00 00

I AGREE TO PAY ABOVE TOTAL AMOUNT
IN ACCORDANCE WITH CARD ISSUER'S
AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
RETAIN THIS COPY FOR STATEMENT
VERIFICATION

Thank You
Please Come Again

CUSTOMER COPY

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

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Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
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Any claims in excess of $10,000 are reported out separately for the committee and council's consideration. I ask that this report be accepted and placed on file.

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CLAIMANT CONTACT INFORMATION

Name: Jamie Thomas
Address: W1567 County Rd MM
Cleveland, WI 53015

Phone: 920.207.0704
Email: jathomas8081@gmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 10/16/2024 Time of day: 11:00
Location: 2905 S 95th Street, West Allis

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

My car was legally parked outside my son's house at 2905 S 95th St, West Allis. The city's front loader came by cleaning up leaves and putting them in a dump truck. It backed up and scraped the side behind the driver's door. The operator of the vehicle notified his superior who came out and looked at my car and then contacted the West Allis Police Department. The officer gave me a form with Call #24-042013. He instructed me to file a claim with the City of West Allis. When I contacted the city, I was told to get two estimates and bring them to the City Hall.

Check one:

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

Signed: Jamie Thomas Date: 11/13/24

CLAIM AMOUNT

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

The total amount sought is: $ 2583.63

SAVE PRINT

CITY OF WEST ALLIS
13 NOV '24 PM2:11

WEST ALLIS POLICE DEPARTMENT
NON-REPORTABLE CRASH DRIVER EXCHANGE

Date: 10/16/24 Time: _____ Location: 2900 blk S 95 Call #: 24-042013

Driver's Name: _____

Phone number: _____

Address: _____ City/State/Zip: _____

Vehicle (Make): _____ (Model): _____ (Year): _____

License Plate #: _____ Insurance Carrier/Phone: _____

Policy #: _____

Completion and exchange of this form is for the purpose of facilitating the exchange of information requirement of Section 346.67 Wis. Stats. It is intended only to assist those involved in a crash and facilitate the exchange of information between drivers to assist with any insurance claim, personal reimbursement or civil action.

ADMIN/WAPDFORMS/NON-REPORTABLE EXCHANGE FORM 06/2021

File a claim with City OF West Allis

Wisconsin
DRIVER REPORT OF ACCIDENT

DO NOT COMPLETE this Driver Report of Accident if a law enforcement officer completed a Wisconsin Motor Vehicle Accident Report.

COMPLETE this Wisconsin Driver Report of Accident if:

- **There was $1000 or more damage to any one person's property**

— OR —

- **Anyone was injured**

— OR —

- **There was $200 or more damage to government property, other than vehicles.**

MV4002 3/2014 s.346.70(2) Wis. Stats. Wisconsin Department of Transportation

Please provide all requested information. Print clearly.

1. **You are "Unit 1".**
2. **An individual involved in the accident must sign the report.**
3. Provide all information on the other driver(s)/owner(s) involved. Incomplete reports may be returned requesting missing information. If you need assistance, contact your insurance agent, local law enforcement agency, or Wisconsin Department of Transportation (WisDOT) at: **(608) 266-8753.**
4. Use the "Narrative" and "Diagram" sections to explain how the accident happened.
5. If more space is needed, use plain paper and attach to this report.
6. This form is available at: **www.dot.wisconsin.gov/drivers/drivers/traffic/accident.htm**

Retain a copy of this report for your records before mailing.
Mail completed report to address shown below.

(Fold report so that address panel shows to outside – tape bottom edge closed and mail – Do not staple)

Important – Please print your return address:

_____

_____

_____

PLACE STAMP HERE

WISCONSIN DEPT OF TRANSPORTATION
PO BOX 7919
MADISON WI 53707-7919

WISCONSIN DRIVER REPORT OF ACCIDENT

(See instructions on reverse side before completing – Please Print)

CONTINUE ONLY ...if there was $1000 or more damage to any one person's property,
OR ...if anyone was injured,
OR ...if there was $200 or more damage to government property, other than vehicles.

Hit and Run Accident? ☐YES		ACCIDENT LOCATION	County of	City, Village or Township of	ACCIDENT DATE Month	Day	Year	Day of Week	Time ☐a.m. ☐p.m.
Total Units Involved	Total Injured *		Name and Number of Street(s) or Highway or Parking Lot						

TYPE OF ACCIDENT (Please check one) ☐1 Hit another motor vehicle in operation ☐2 Hit a parked vehicle ☐3 Hit a deer ☐4/5 Hit a bicyclist or pedestrian ☐9 Other

UNIT 1

Driver Full Name (Last, First, MI) | Sex

Address | Birth Date

City, State | ZIP Code | Daytime Telephone Number ( )

Driver License Number | Issuing State

Vehicle Legally Parked ☐YES | Operating a commercial vehicle? ☐YES | If yes, check appropriate classification ☐A ☐B ☐C

Owner Full Name (Last, First, MI)

Address

City, State | ZIP Code | Daytime Telephone Number ( )

License Plate Number	Exp Yr	Issuing State	Vehicle Make	Year	Color

Vehicle Identification Number

Was a motor vehicle liability insurance policy in effect on the day of the accident? ☐YES ☐NO | Policy Holder's Name

Exact Name of Insurance Company

UNIT 2

Driver Full Name (Last, First, MI) | Sex

Address | Birth Date

City, State | ZIP Code | Daytime Telephone Number ( )

Driver License Number | Issuing State

Vehicle Legally Parked ☐YES | Operating a commercial vehicle? ☐YES | If yes, check appropriate classification ☐A ☐B ☐C

Owner Full Name (Last, First, MI)

Address

City, State | ZIP Code | Daytime Telephone Number ( )

License Plate Number	Exp Yr	Issuing State	Vehicle Make	Year	Color

Vehicle Identification Number

Was a motor vehicle liability insurance policy in effect on the day of the accident? ☐YES ☐NO | Policy Holder's Name

Exact Name of Insurance Company

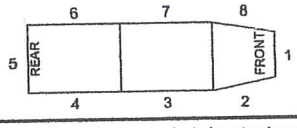
***INJURED** Important: Number of injuries reported must equal number entered in "Total Injured" box above. For additional injuries, provide the information on a separate piece of paper and attach. **Injury Codes: A=Severe, B=Moderate, C=Minor**

Unit No.	Name (Last, First, MI)	Address	City, State	ZIP Code	Sex	Birth Date	Injury Code
Unit No.	Name (Last, First, MI)	Address	City, State	ZIP Code	Sex	Birth Date	Injury Code

VEHICLE DAMAGE

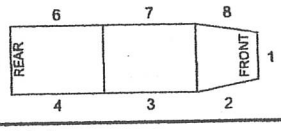
Unit 1 Important: Circle the numbers closest to the damaged areas.

Damage Estimate (Required) $_____



Unit 2 Important: Circle the numbers closest to the damaged areas.

Damage Estimate (If Known) $_____



PROPERTY DAMAGE Describe what was damaged. Property damage includes structures, trees, fences, towed items, etc. Do NOT include vehicle damage.

Property Owner Full Name (Last, First, MI) | Address | City, State | ZIP Code | Daytime Telephone Number ( )

NARRATIVE Print a brief description of the accident.

DIAGRAM Draw a basic picture of the accident and location. Indicate **NORTH** by putting an arrow in the circle. ◯

DEAN'S AUTO BODY, INC.

Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-5135

Workfile ID: 9c52ff67
PartsShare: 8dd8rW

Preliminary Estimate

Customer: Thomas, Jamie

Written By: Joe Black

Insured:	Thomas, Jamie	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:	08 Left Qtr Post (Left Side)				

Owner:
Thomas, Jamie
W1567 County Rd MM
Cleveland, WI 53015
(920) 207-0704 Cell

Inspection Location:
DEAN'S AUTO BODY, INC
1407 N 29TH ST
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-5494 Business

Insurance Company:

VEHICLE

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

VIN:	KNDCB3LC0J5141184	Interior Color:		Mileage In:	125,865	Vehicle Out:	
License:	ATU-3792	Exterior Color:	Metal Stream	Mileage Out:			
State:	WI	Production Date:	11/2017	Condition:	Good	Job #:	

TRANSMISSION
Automatic Transmission

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
[illegible]
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
[illegible]
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
[illegible]
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS
Wheel Covers

PAINT
Clear Coat Paint

OTHER
Rear Spoiler

Customer: Thomas, Jamie

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**PILLARS, ROCKER & FLOOR**							
2		R&I	LT Rocker molding w/o EV				0.6	
3			[illegible]					
4	*	Rpr	LT Door shell				1.0	2.0
5			Add for Clear Coat					0.8
6	*	Rpr	LT Handle, outside primed				0.5	0.5
7			Overlap Minor Panel					-0.2
8			Add for Clear Coat					0.1
9		R&I	LT Belt molding				0.3	
10		R&I	LT Lower molding w/o plug-in				0.3	
11		Repl	LT Stone guard	87539G5000	1	24.57	0.2	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time is for installation only.					
12		R&I	LT R&I trim panel				0.4	
13	#		[illegible]		1			
			Note: LT Stone Guard					
14	#		Clean & re-tape mldg(s)		1		0.3	
15	#	Refn	Feather edge prime and block					0.5
			Note: CCC Guide to Estimating G34					
			PRIME & BLOCK					
			. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
16	**QUARTER PANEL**							
17	*	Rpr	LT Quarter panel w/o plug-in				3.0	2.4
18			Overlap Major Adj. Panel					-0.4
19			Add for Clear Coat					0.4
20		Refn	Fuel door					0.3
21			Add for Clear Coat					0.1
22		R&I	LT Upper molding				0.2	
23		R&I	LT Wheelhouse liner w/o EV				0.3	
24		Repl	LT Lower molding	87741G5000	1	62.32	0.3	
25		R&I	LT Quarter glass KIA				1.2	
			Note: LABOR: Time is after upper quarter trim is removed.					
26		R&I	LT Upper qtr trim w/o EV				0.3	
27	#	Refn	Feather edge prime and block					0.5
			Note: CCC Guide to Estimating G34					
			PRIME & BLOCK					
			. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
28	**REAR LAMPS**							

Customer: Thomas, Jamie

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

29		R&I	LT Tail lamp assy			0.3		
30	**REAR BUMPER**							
31		R&I	R&I bumper assy			1.3		
32	**VEHICLE DIAGNOSTICS**							
33	#		OEM Diagnostic Support	1	128.00		D	
34	#		Pre Scan	1		1.0	M	
35	#		[illegible]	1		0.5	M	
			Note: Manufacture Requires Scan					
36	**MISCELLANEOUS OPERATIONS**							
37	#	Repl	OEM Research And Photo Documentation	1		1.0		
38	#		Hazardous waste removal	1	8.00 T			
39	#	Repl	Cover Car	1	12.00 T	0.2		
40	#		Color tint / color match	1				0.5
41	#	Refn	Corrosion protection (repair area)					0.2
42	#	Repl	Urethane kit	1	31.25			
			Note: LT Quarter Glass					
43	#	Refn	Spray Out Card					0.5
			[illegible]					

NOTES

Prior Damage Notes:
- Damage to LT Rear Wheel

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				246.14
Body Labor	11.7 hrs	@	$ 78.00 /hr	912.60
Paint Labor	8.2 hrs	@	$ 78.00 /hr	639.60
[illegible]	[illegible]	@	[illegible]	[illegible]
Paint Supplies	8.2 hrs	@	$ 53.00 /hr	434.60
Body Supplies	6.2 hrs	@	$ 5.00 /hr	31.00
Miscellaneous				20.00
Subtotal				2,448.94
Sales Tax	$ 2,448.94	@	5.5000 %	134.69
Grand Total				**2,583.63**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**2,583.63**

Customer: Thomas, Jamie

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

BODY $78/HR - REFINISH $78/HR - MECHANICAL $110/HR - PAINT & MATERIALS $53/HR

As vehicle technologies increase, the costs of repairs escalate as well. With this comes a significant increase in administrative duties required to process your claim. When adding even modest inflation it is inevitable at times that the hourly cost of labor must increase. Insurance "allowances" can lag behind these inevitable increases. At those times we will ask that you co-pay any differences. Most often this is not a large amount but allows us to properly train, retain, and compensate our staff for their efforts. Thus, providing you with a professional repair by a professional staff.

****FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO***
https://www.youtube.com/watch?v=jzfZCtmMRfo

**NOTICE TO INSURERS:
Dean's Auto Body, Inc. does not negotiate labor rates. Parts & Procedures are open to justification while giving consideration to OEM guidelines. PLEASE refer to the above video link for a detailed explanation of that policy.

BLEND VS. REFINISH ADJACENT PANEL:
With all repairs the shop will invest time and talent in tinting to negate adjacent panel "blending" However, when required, that procedure will be billed as "adjacent panel refinishing." Not a blend allowance. The basis for this change is exceptionally well validated in the attached blend study report.

As a family owned business, OUR MISSION is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES:
Charges for a total loss estimate, with pictures and documentation to support estimate, will be charged at a minimum of 4 hours and a cost of $90 an hour. (Costs could go up depending on what is needed to complete the written evaluation for a total loss.)
*Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.
*Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.
*Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle accordina.

STORAGE CHARGES are $75 per day

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Customer: Thomas, Jamie

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARY2490, CCC Data Date 10/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Customer: Thomas, Jamie

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

ALTERNATE PARTS USAGE

2018 KIA Niro FE FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection Metal Stream

VIN:	KNDCB3LC0J5141184	Interior Color:		Mileage In: 125,865	Vehicle Out:
License:	ATU-3792	Exterior Color:	Metal Stream	Mileage Out:	
State:	WI	Production Date:	11/2017	Condition: Good	Job #:

[illegible]	[illegible]	[illegible] Available Parts	[illegible]
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

VAN HORN FORD COLLISION CENTER OF SHEBOYGAN

FAMILY BORN, EMPLOYEE OWNED
3624 Kohler Memorial Drive, SHEBOYGAN, WI 53081
Phone: (920) 453-0831

Workfile ID: 6f5aa31e
PartsShare: 8cFfgG
Federal ID: 46-4249856

Preliminary Estimate

Customer: THOMAS, JAMIE

Job Number:

Written By: CRYSTAL JUHASZ

Insured: THOMAS, JAMIE
Type of Loss:
Point of Impact: 07 Left Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 5

Owner:
THOMAS, JAMIE

W1567 COUTY TRUCK HWY MM
CLEVELAND, WI 53015
(920) 207-0704 Cell

Inspection Location:
VAN HORN FORD COLLISION CENTER OF SHEBOYGAN
3624 Kohler Memorial Drive
SHEBOYGAN, WI 53081
Repair Facility
(920) 453-0831 Business

Insurance Company:

VEHICLE

2018 KIA Niro LX FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection GRAY

VIN: KNDCB3LC0J5141184
License: ATU3792
State: WI

Interior Color:
Exterior Color: GRAY
Production Date: 11/2017

Mileage In: 125,268
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS
Wheel Covers

PAINT
Clear Coat Paint

OTHER
Rear Spoiler

Customer: THOMAS, JAMIE

Job Number:

2018 KIA Niro LX FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection GRAY

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR DOOR**							
2	*	Rpr	LT Door shell				3.0	2.0
3			Add for Clear Coat					0.8
4		R&I	LT W'strip on body clip				0.4	
5		R&I	LT W'strip on body				0.3	
6		R&I	LT Belt molding				0.2	
7	*	R&I	LT Rear molding				0.3	
8		R&I	LT Lower molding w/plug-in				0.2	
9		Repl	LT Stone guard	87539G5000	1	24.57	0.4	
10		R&I	LT Handle, outside primed				0.4	
11		R&I	LT R&I trim panel				0.5	0.5
12	*	Rpr	LT Handle, outside primed					-0.2
13			Overlap Minor Panel					0.1
14			Add for Clear Coat					
15	**QUARTER PANEL**							
16	*	Rpr	LT Quarter panel w/plug-in, w/o EV				4.0	2.4
17			Overlap Major Adj. Panel					-0.4
18			Add for Clear Coat					0.4
19		R&I	Fuel door				0.3	
20	*	Blnd	Fuel door					0.4
21		R&I	LT Wheelhouse liner w/o EV				0.3	
22		Repl	LT Lower molding	87741G5000	1	62.32	0.3	
23		R&I	LT Upper molding				0.2	
24		R&I	LT Quarter glass KIA				1.2	
25		R&I	LT Upper qtr trim w/o EV				Incl.	
26		R&I	LT Lower qtr trim w/o cargo shelf				0.7	
27	**REAR LAMPS**							
28		R&I	RT Tail lamp assy				0.3	
29		R&I	LT Tail lamp assy				0.3	
30	**REAR BUMPER**							
31	* <>	Rpr	Bumper cover w/o park asst				1.4	2.8
32			Overlap Major Non-Adj. Panel					-0.2
33			Add for Clear Coat					0.5
34			O/H bumper assy				2.4	
35		Repl	LT Outer molding	86681G5000	1	19.38	Incl.	
36	**VEHICLE DIAGNOSTICS**							
37	*	Rpr	Pre-repair scan			m	0.5 M	
38	*	Rpr	Post-repair scan			m	0.5 M	
39	**MISCELLANEOUS OPERATIONS**							
40	#	Subl	Hazardous waste removal		1	5.00 T		
41	**	Repl	A/M Cover Car		1	10.00		0.2
42	**	Repl	A/M Corrosion protection primer		1	25.00 T	0.5	

Customer: THOMAS, JAMIE **Job Number:**

2018 KIA Niro LX FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection GRAY

43	**	Repl	A/M Flex Agent (per panel)	1	12.00			
44	#	Repl	Seam sealer/caulking	1	30.00	T	0.5	
45	#	Refn	Let-down panel					0.5
46	#	Rpr	Disconnect Power Option				0.2	M
47	#	Rpr	Memory function resets				0.2	M
48	#	Repl	Urethane kit	1	25.00			
			SUBTOTALS		**213.27**		**19.5**	**9.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				153.27
Body Labor	18.1 hrs	@	$ 77.00 /hr	1,393.70
Paint Labor	9.8 hrs	@	$ 77.00 /hr	754.60
Mechanical Labor	1.4 hrs	@	$ 179.95 /hr	251.93
Paint Supplies	9.8 hrs	@	$ 50.00 /hr	490.00
Miscellaneous				60.00
Subtotal				3,103.50
Sales Tax	$ 3,103.50	@	5.5000 %	170.69
Grand Total				**3,274.19**

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THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Customer: THOMAS, JAMIE **Job Number:**

2018 KIA Niro LX FWD 4D UTV 4-1.6L Hybrid Gasoline Direct Injection GRAY

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CLAIMANT CONTACT INFORMATION

Name: Cornelius Armstrong
Address: 2832 North 12th Street Lower Unit
Milwaukee, WI 53206

Phone: 262 206 9123
Email: armstrongcl1983@gmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 12/10/2024 Time of day: 05:45
Location: 2832 North 12th Street upper unit

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

West Allis Supervisor on call can be reached at 414 406 6342. I am the property owner of 2832 North 12th street a search warrant was issued for the apprehension of tenant Romeo B. Lane at 2832A North 12th street upper. The itemized damages includes with photos 5 broken windows, holes on siding of house for pellets or gas canisters, hole in upper unit ceiling from gas canister, rear entrance doorway with door frame work and security door, rear entrance hallway railings, rear entrance hallway damages needs repair with carpet & painting, LG washer, and drivers side dent with broken rear driver side handle on 2015 range rover evoque.

Check one:

- [x] ..... I am seeking damages at this time (complete Claim Amount section below)
- [ ] ..... I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: _____ Date: 12/11/2024

CLAIM AMOUNT

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

The total amount sought is: $ 30,000.00

SAVE PRINT

CITY OF WEST ALLIS
17 DEC '24 PM1:11

○ (414) 915-3612 ○ mghconst.llc@gmail.com ○

Invoice

Street: 2832 N. 12th Street

Project Details:

- Replace 5 Windows-
  - (2) Upstairs Bedroom
  - (2) Backside Hallway
  - (1) Living Room

Cost of Materials and Labor.....$5,250.00.

- Paint and Repairs
  -Hallway
  -Kitchen
  - (3) Upstairs Rooms

Cost of Materials and Labor.....$6,800.00.

- Remove and Replace Carpet in Rooms* and Hallway

Cost of Materials and Labor.....$4,500.00.

- Replace Backdoor
  - Door Trims
  -Door Handles
  -Add Storm Door*

Cost of Materials and Labor.....$4,600.00.

- Replace Washer
  -Delivery Service
  -Installation

Cost of Materials and Labor.....$1,400.00.

- Repair Aluminum trimming on Windows, Front of home Siding.

Cost of Materials and Labor.....$2,300.00.

The total of services is $24,850.00. All services provided are payable to MMG Landscaping Construction LLC. For any questions or concerns, email or call.

Property Management

MMG Landscaping Construction LLC

_____

_____

Date

_____

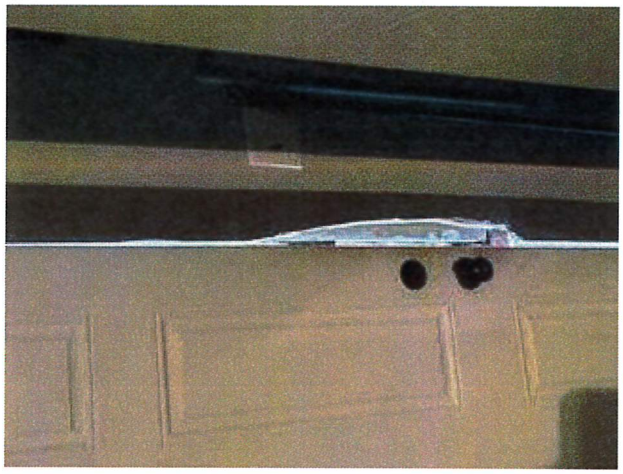
From: C A
To: Armstrong, Cornelius - DCF
Subject: Damages
Date: Friday, December 13, 2024 7:55:32 AM

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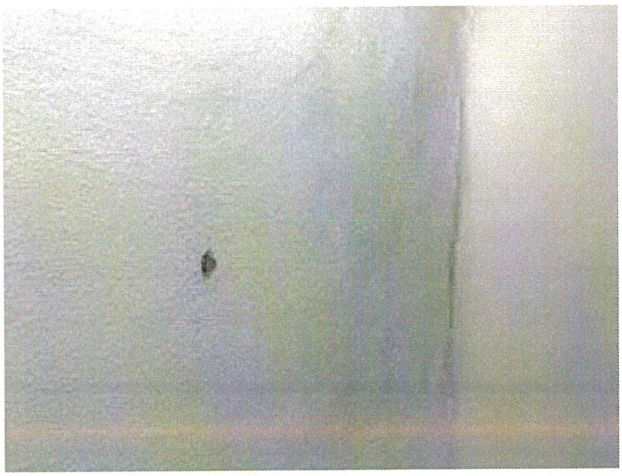




Sent from my iPhone

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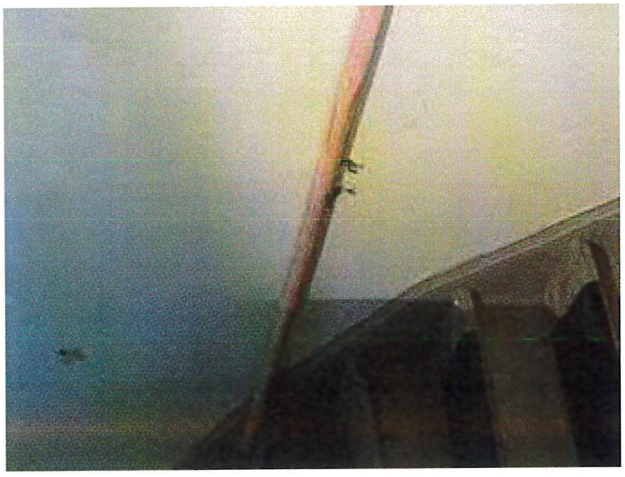




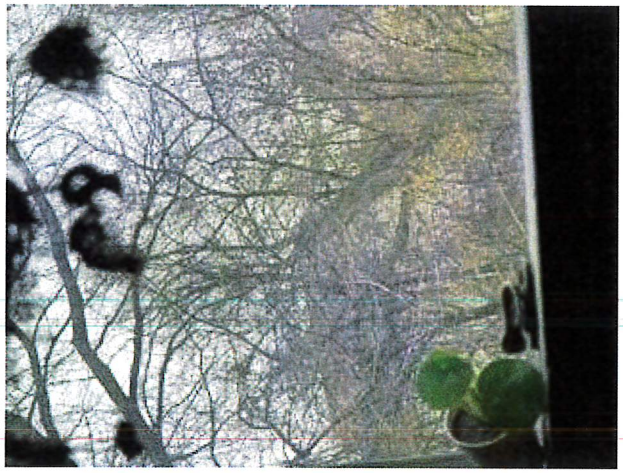
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From: C A
To: Armstrong, Cornelius - DCF
Subject: Damages
Date: Friday, December 13, 2024 7:54:59 AM

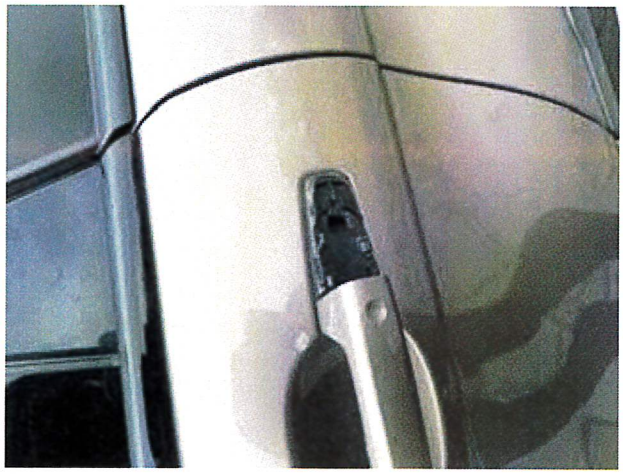
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Sent from my iPhone

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
Principal Assistant City Attorney
Allison Childs
Assistant City Attorney

February 26, 2025

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

RE: Monthly Claims Report – March 4, 2025

Dear Common Council:

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

Claims Recommended to be Placed on File

Name of Claimant	Date of Claim (Incident)	Amount Paid	Legistar No.	CVMIC Incident No.
Robert Mills (22-CV-252) Phillip Georges Law	4/27/20	$150,000.00	2020-0344	20-2235/20-743
Liberty Mutual on behalf of Elliott Bingham	5/16/23	$2,000.00	2023-0510	23-1362
Kevin Leitermann Properties	n/a	$10,101.80	2024-0594	24-1580
Steve Nyikos	10/15/24	$550.00	2024-1033	24-2227
Charmion Robinson/Gruber Law	1/23/24	10,000.00	2024-0064	24-194
Isaac Taiwo	10/14/24	$1,200.00	2024-0765	24-2166
Jamie Thomas	10/16/24	$2,583.63	2024-0928	24-2169

Claims Recommended to Deny (Disallowance)

Name of Claimant	Date of Claim (Incident)	Claim Amount	Legistar No.	CVMIC Incident No.
Cornelius Armstrong	12/10/24	$30,000.00	2024-1266	24-2353
Elliott Bingham	5/16/23	$529.86	2023-0704	n/a

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

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

Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CITY OF WEST ALLIS
21 NOV '23 PM 4:20

CLAIMANT CONTACT INFORMATION

Name: Elliott Bingham
Address: 2103 S. 71st Apt 104

Phone: 414 553-3336
Email: Elliott Bingham 447@gmail.com

INSTRUCTIONS

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

NOTICE OF CLAIM

Date of incident: 5-16-23 Time of day: 12:33pm
Location: West Allis.

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

Accident # 23-018146

Check one:

☑ ..... I am seeking damages at this time (complete Claim Amount section below)

☐ ..... I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: Elliott Bingham Date: 11-21-23

CLAIM AMOUNT

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

The total amount sought is: $ 529.86

SAVE PRINT

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

Kail Decker
City Attorney
Nicholas S. Cerwin
Deputy City Attorney
Rebecca Monti
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February 26, 2025

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

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Sincerely,

Rebecca Monti
Principal Assistant City Attorney

cc: City Clerk

CITY OF WEST ALLIS
RESOLUTION R-2025-0153

RESOLUTION AUTHORIZING THE SUBMISSION OF AN UNLOCKING CAPITAL ON MAIN STREET GRANT APPLICATION THROUGH THE ROBERT WOOD JOHNSON FOUNDATION TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS TO SUPPORT SMALL BUSINESS NEEDS IN WEST ALLIS

WHEREAS, the City of West Allis ("City") in partnership with the Downtown West Allis Business Improvement District ("BID") is eligible to apply for Unlocking Capital on Main Street Grant an up to $500,000 grant ("Grant") funded thru the Robert Wood Johnson Foundation Program offered by the U.S. Department of Energy; and,

WHEREAS, the Grant allows access to a pool of $500,000 in grant funds to be leveraged for pre-development financing needs for existing and potential businesses within the designated Main Street area (Downtown West Allis);

WHEREAS, the grant would be directly awarded to the BID, but the application is a partnership, and the City would support the BID with the management and distribution of funds, as needed; and,

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that it hereby authorizes the submittal of an Unlocking Capital on Main Street Grant Application through the Robert Wood Johnson Foundation to support economic development efforts to support small business needs in West Allis.

BE IT FURTHER RESOLVED that the Mayor, City Administrator or Economic Development Executive Director or their designee are authorized to complete and submit the necessary applications and execute all requirements associated with the Unlocking Capital on Main Street Grant Application.

SECTION 1: **ADOPTION** "R-2025-0153" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0153*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
RESOLUTION R-2025-0154

RESOLUTION AUTHORIZING THE SUBMISSION FOR THE YEAR 2025 SUPPLEMENTAL FUND FOR ELIGIBLE BROWNFIELDS REVOLVING LOAN FUND GRANT THROUGH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) TO ASSIST ON WEST ALLIS BROWNFIELD REDEVELOPMENT PROJECTS

WHEREAS, the U.S. Environmental Protection Agency (EPA) is offering Brownfield Economic Redevelopment Initiatives; and,

WHEREAS, EPA is requesting applications to apply for funding for EPA's 2025 Supplemental Funds for Eligible Brownfields Revolving Loan Fund Grants; and,

WHEREAS, the City of West Allis wishes to continue to promote economic redevelopment through the sustainable reuse of brownfields; and

WHEREAS, EPA defines brownfields as abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination; and,

WHEREAS, in this action the Common Council of the City of West Allis has declared its intent to apply to the EPA for additional EPA Revolving Loan Funds which have been utilized for further redevelopment in West Allis; and,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby authorizes the submittal for the Year 2025 Supplemental Fund for Eligible Brownfields Revolving Loan Fund Grant through the Environmental Protection Agency (EPA) to assist on West Allis brownfield redevelopment projects.

BE IT FURTHER RESOLVED that the Mayor, City Administrator or Economic Development Executive Director or their designee is hereby authorized to execute and deliver the aforesaid application, together with other appropriate communications and support documents on behalf of the City to the U.S. Environmental Protection Agency.

SECTION 1: **ADOPTION** "R-2025-0154" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2025-0154*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
ORDINANCE O-2025-0028

ORDINANCE TO REPEAL AND RECREATE PROVISIONS RELATED TO PUBLIC HEALTH, SANITATION, AND ANIMALS

REPEALING AND RECREATING CHAPTER 7

WHEREAS, WAMC Chapter 7 contains outdated language and laws; and

WHEREAS, the common council desires to update the code over time to use more modern language and contemporary rules;

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

SECTION 1: **AMENDMENT** "7.19 Coal Tar Sealant Products" of the City Of West Allis Municipal Code is hereby *amended* as follows:

AMENDMENT

7.19 Coal Tar Sealant Products

1. Definitions. In this section:
    a. "Coal tar sealant product" means a surface-applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6, or 208007-45-2.
    b. "High PAH sealant product" means a surface-applied sealing product that contains more than 0.1 percent polycyclic aromatic hydrocarbons by weight.
2. Prohibitions.
    a. No person may sell or offer for sale a coal tar sealant product or high PAH sealant product, except as provided in sub. (3).
    b. No person may apply a coal tar sealant product or high PAH sealant product, except as provided in sub. (3).
3. Exemptions. The health department may grant an exemption to the prohibitions under sub. (2) to any of the following upon written request:
    a. A person who is researching the effects of a coal tar sealant product or high PAH sealant product on the environment.
    b. A person who is developing an alternative technology if the use of a coal tar sealant product or high PAH sealant product is required for research or development~~Whereas, the City of West Allis finds that the City's water resources are a natural asset, which enhance the environmental, recreational, cultural and economic resources of the area and contribute to the general~~

~~health and welfare of the public; and Whereas, the City finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants and other high PAHs sealants, volatilize off sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by stormwater and other runoff into the water resources of the City; and Whereas, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms; and Whereas, PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealcoat treated pavements and playgrounds have a thirty-eight-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs or require use of sealcoat products that contain minimal PAH; and Whereas, environmental impacts and human health risks can be minimized and pavements can be maintained by utilizing alternative products or methods, absent PAHs; and Whereas, the following studies support the City's findings with regard to PAHs: Whereas, the City also finds based on said studies that regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of the City and neighboring water resources; Now, therefore, the Common Council of the City of West Allis do ordain as follows: Definitions. Enforcement. Violations of this section will be enforced by the Health Department, Police Department and City Attorney's office. Regulation of the Application and Sale of Coal Tar or Other High PAH Sealant Products. That PAHs, which are contained in coal tar sealants and other high PAH sealants, volatilize off sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by stormwater and other runoff into the water resources of the City of West Allis. PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms. Environmental impacts and human health risks can be minimized and pavements can be maintained by utilizing alternative products or methods, absent PAHs. That regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of and neighboring water resources; and PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal-tar sealcoat treated pavements and playgrounds have a thirty-~~

~~eight-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs or require use of sealcoat products that contain minimal PAH. Baldwin AK, Corsi SR, Lutz MA, Ingersoll CG, Dorman R, Magruder C, Magruder M. (2017). Primary sources and toxicity of PAHs in Milwaukee-area streambed sediment. Environmental Toxicology & Chemistry 36: 1622-1635. US Environmental Protection Agency, Office of Research and Development, (2011), "Assessment of Water Quality of Runoff from Sealed Asphalt Surfaces". Van Metre PC and Mahler BJ. (2014). PAH concentrations in lake sediment decline following ban on coal-tar-based pavement sealants in Austin, Texas. Environmental Science and Technology 48: 7222-7228. Van Metre PC, Mahler BJ. (2010). Contribution of PAHs from coal-tar pavement sealcoat and other sources to 40 U.S. lakes. Science of the Total Environment 409: 334-344. Williams ES, Mahler BJ, Van Metre PC. (2012). Coal-tar pavement sealants might substantially increase children's PAH exposures. Environmental Pollution 164: 40-41. COAL TAR is a by-product of the process used to refine coal. Coal tar contains high levels of PAHs. COAL TAR SEALANT PRODUCT means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar or any variation assigned the Chemical Abstracts Service (CAS) Numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 or related substances. HIGH PAH SEALANT PRODUCT means any pavement sealant product that contains greater than 0.1% PAHs by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service Number 64742-90-1, 69013-21-4 or related substances. PAVEMENT SEALANT PRODUCT, or sealcoat, is any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar or asphalt based. POLYCYCLIC AROMATIC HYDROCARBONS (PAHs) are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life. DIRECTOR means the Health Commissioner of Health Department. Except as provided in Subsection (5), no person shall apply any coal tar sealant product or high PAH sealant product within the City. No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City. No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control. No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coat tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City. No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct~~

~~any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City. Exemptions. The Health Commissioner may exempt a person from a requirement of this section if the Health Commissioner determines that the person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; the use of the coal tar product or high PAH sealant product is required for said research; and the Health Commissioner determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health.~~

4. Penalty.
    a. Any person who violates this section shall be subjected to forfeiture not less than five hundred dollars ($500) nor more than one thousand dollars ($1,000).
    b. Each day that a violation occurs or continues is a separate offense and subject to an additional fine. Each incidence of a violation shall constitute a separate offense. Upon default of payment, the violator shall be subject to imprisonment in the Milwaukee House of Correction or Milwaukee County Jail until payment of such forfeiture and costs are paid but not in excess of the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes.

~~[Ord. O-2018-0020, 5/15/2018]~~

SECTION 2: **ADOPTION** "7.20 Smoking and Vaping" of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.20 Smoking and Vaping*(Added)*

1. State Smoking Law Adopted. Wis. Stat. 101.123 is adopted as though fully set forth herein.
2. Additional Smoking Regulations. To protect the health and comfort of the public and pursuant to Wis. Stat. 101.123(4m), no person may smoke in the following locations:
    a. On public property within 25 feet of an enclosed place where smoking is prohibited. Notwithstanding this provision, the person in charge of a restaurant, tavern, private club, or retail establishment may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke.
    b. The Farmers Market at 6501 West National Avenue and the sidewalk surrounding the Farmers Market.

c. Any premises owned or rented by, or under the control of, a school board when the use of all tobacco products on that premises is prohibited under Wis. Stat. 120.12(20).
d. Within the fenced area of the Liberty Heights Pool located at 1540 South 62nd Street.
e. On public property that is within 100 feet of any playground equipment owned or maintained by the state, City, or a school district.

3. Regulation of Hookahs and Similar Devices. While in a location where smoking is prohibited, no person may inhale or exhale smoke from any hookah or other device used to burn plant products intended for inhalation.
4. Regulation of Electronic Vaping Devices. While in a location where smoking is prohibited, no person may inhale or exhale vapor from any electronic vaping device, as defined in Wis. Stat. 134.65(1a)(b).
5. Responsibility of Person in Charge
    a. No person in charge may allow any person to violate subsections (2)-(4) at a location that is under the control or direction of the person in charge.
    b. A person in charge shall make reasonable efforts to prohibit persons from violating subsections (2)-(4) by doing all of the following:
        i. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.
        ii. Refusing to serve a person, if the person is violating subsections (2)-(4) in a restaurant, tavern, or private club.
        iii. Asking a person who is violating subsections (2)-(4) to refrain from doing so and, if the person refuses to do so, asking the person to leave the location.
        iv. If a person refuses to leave a location after being requested to do so as provided above, the person in charge shall immediately notify an appropriate law enforcement agency of the violation.
6. Penalties
    a. For any violation of subsection (1), the penalties under Wis. Stat. 101.123(8) are hereby adopted as though fully set forth herein.
    b. Any person who violates subsection (2)-(4) shall be subject to a forfeiture of not less than $100 nor more than $250 for each violation.
    c. Any person in charge who violates sub. (5) shall be subject to a forfeiture of $100 for each violation.
        i. For violations subject to the forfeiture under this paragraph, if the person in charge has not previously received a warning notice for a violation of subsection (5), the law enforcement officer shall issue the person in charge a warning notice and may not issue a citation.
        ii. No person in charge may be required to forfeit more than $100 in total for all violations of sub. (5) occurring on a single day.

SECTION 3: **ADOPTION** "7.21 Animals" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

7.21 Animals*(Added)*

1. Keeping of Wild Animals
    a. Prohibition. Pursuant to Wis. Stat. 169.43, no person may own, possess, keep, harbor, sell, or have custody or control of a live wild animal except as allowed below. Any person who violates this provision shall pay a forfeiture of not more than $1,000.
    b. Exceptions. A person may own, possess, keep, harbor, or have custody or control of a live wild animal if any of the following applies:
        i. The act is authorized by state law.
        ii. The animal cannot survive living outside of water.
        iii. The person is any of the following:
            (1) An agent of an institution accredited by the American Zoo and Aquarium Association
            (2) A licensed veterinarian
            (3) An agent of a licensed veterinary hospital or clinic, a licensed circus, a licensed or accredited research or medical institution, or a licensed or accredited educational institution.
            (4) An agent of any government-owned or -operated facility
            (5) A holder of a valid federal permit to possess a particular wild animal
            (6) Temporarily transporting a wild animal through the City if the transit time is not more than 24 hours and the animal is at all times maintained within a confinement sufficient to prevent the animal from escaping.
2. Keeping of Domestic Animals
    a. Prohibition No person may own, possess, keep, harbor, or have custody or control of a live domestic animal, as defined in Wis. Stat. 169.01(7) and Wis. Adm. Code ATCP 10.02, except as allowed below. Any person who violates this provision shall pay a forfeiture of not more than $500.
        i. A person make own, possess, keep, harbor, or have custody or control of a dog, cat, rabbit, ferret, mouse, rat, gerbil, hamster, guinea pig, chinchilla, fish, insect native to Wisconsin, non-poisonous amphibian, or indoor pet bird, as defined in Wis. Stat. 169.01(25m).
        ii. A person may own, possess, keep, harbor, or have custody or control of an animal that is a service animal specifically trained to assist a person who has a disability.
    b. The health commissioner has issued to that person an animal fancier license to

own, possess, keep, harbor, or have custody or control of that domestic animal. The health commissioner may issue a license only upon payment of the fee listed in the Fee Schedule, inspection of the premises where the animal will be kept, a determination that the particular animal will not endanger the applicant or the public, and verification that the applicant has the proper knowledge, facilities, and capacity to contain and properly care for the animal.

3. Quantity Limited. No occupant of a dwelling unit may own, keep, or harbor more than 2 domestic animals within that dwelling unit, except:
    a. Any cats or dogs under 5 months of age shall not be counted.
    b. Up to 4 cats are allowed
    c. A person may keep the number of animals allowed by an animal fancier license issued to that person.
4. Dog License. Wis. Stat. 174.05 is adopted as though fully set forth herein. The fee for a dog license is established in the Fee Schedule.
5. Cat License.
    a. License Required. The owner of a cat more than 5 months of age on January 1 of any year, or 5 months of age within the license year, shall annually, or on or before the date the cat becomes 5 months of age, pay the cat license fee and obtain a license. The owner of a cat shall pay the appropriate license fees listed in the Fee Schedule. A person is not required to license a cat if all the following applies:
        i. The person took custody of an abandoned or stray cat on their property,
        ii. The person delivered the cat to an entity contracting with the City under Wis. Stat 173.15 (1),
        iii. The entity released that cat under Wis. Stat. 173.23(1m)(a) to the same person who took custody of it,
        iv. The person paid the full cost of custody, care, vaccination, microchip implanting, spay or neuter surgery, and any other treatment prior to the entity releasing the cat to that person,
        v. The person relinquishes possession of the cat on the same parcel where the person took custody of it, and
        vi. No other cat has been released on the parcel.
    b. Term. The license year for cats shall coincide with the license year for dogs.
    c. Issuance and Display of License. Upon payment of the required cat license fee and upon presentation of evidence that the cat is currently immunized against rabies, the city clerk shall complete and issue to the owner a tag for the cat bearing a serial number and stating the date of its expiration, the owner's name and address, and the name, sex, and whether the cat is spayed or neutered. The owner shall securely attach the tag to a collar and place that collar on the cat for which the license is issued at all times except when that a cat is securely confined on private property. In the event that a license tag issued for a cat is lost, the owner may obtain a duplicate tag upon payment of the duplicate tag fee in the Fee Schedule.
6. Animal Fancier License. A person may apply to the health commissioner for an animal

fancier license. The applicant or licensee shall pay the appropriate license fees and late fees listed in the Fee Schedule. License year. The license year shall coincide with the license year for dogs.

a. Qualifications. Before issuing an animal fancier license, the health commissioner may conduct an inspection of any premises where an applicant will keep the animal(s) subject to the license determine if the applicant is qualified. To qualify, the applicant shall prove all of the following:
    i. All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
    ii. The quarters in which the animals are kept shall be maintained in a clean condition and good state of repair.
    iii. Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
    iv. Food supplies shall be stored in rodent-proof containers.
    v. Food and water containers shall be kept clean.
    vi. Litter and/or bedding material shall be changed as often as necessary to prevent odor nuisance.
    vii. Yards, pens, premises and animals shall be kept free of insect infestations.
    viii. No nuisance caused by odor, noise or animals running at large shall be permitted.

b. Issuance of License. Upon payment of the required animal fancier license fee and verification of the applicant's qualifications, the health commissioner shall issue to the owner an animal fancier license stating the animal(s) allowed, the date of its expiration, and the owner's name and address where the animals will be kept or harbored. In the event that a license is lost, the owner may obtain a duplicate license upon payment of the duplicate license fee in the Fee Schedule.

c. Revocation of License. The health commissioner may revoke an animal fancier license in the same manner as a business license under WAMC 9.51 if the licensee no longer qualifies under this paragraph.

7. Animal Waste
    a. No person may allow an animal under that person's control to deposit fecal matter on any private property without the permission of the property owner or occupant.
    b. No person may allow an animal under that person's control to deposit fecal matter on any public property, unless that fecal matter is immediately removed.
    c. The owner or occupant of any private property shall promptly remove animal fecal matter has been deposited on that property and properly dispose of it.
8. Local Rabies Control Program. Wis. Stat. 95.21 is adopted as though fully set forth herein. Animals Running At Large. Every person who owns, possesses, keeps, harbors, or has custody or control of an animal shall keep the animal within 6 feet of the person and under control at all times unless the animal is on private property with the consent of the owner or occupant. Any person who violates this section shall

forfeit not less than $25 nor more than $100 for the first offense and not less than $50 nor more than $200 for subsequent offenses.

9. Feeding Wild Animals. Wis. Adm. Code NR 19.60 is adopted as though fully set forth herein. Any material placed solely for the purpose of attracting and feeding wild birds is a public nuisance if it attract rats, mice, raccoons, squirrels, or other vermin.

10. Penalty. Any person who violates a provision in this section for which no specific penalty is provided shall pay a forfeiture of not more than $500.

SECTION 4: **ADOPTION** "7.22 Toxic Substances" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

7.22 Toxic Substances*(Added)*

1. Lead Poisoning or Exposure Control. Pursuant to Wis. Stat. 254.154, the owner of a property that contains a lead hazard shall:
    a. Submit a specific written plan for the abatement process to the Health Commissioner prior to commencement of any abatement project. The plan shall outline the scope of the work to be done, how the abatement is to be accomplished, who will be doing the work and how waste will be removed and discarded. When the abatement work is to be done by anyone other than the owner of the property, the Health Commissioner may require information which demonstrates the competence of that person and may require posting of an appropriate performance bond.
    b. Abate the lead hazard within 30 days after notification of the existence of a lead hazard at the property.
    c. While a lead hazard exists, post an easily read warning label measuring at least 8 inches by 10 inches on all outside entrance doors that says: "WARNING: LEAD HAZARD. EXTREME DANGER TO CHILDREN AND PREGNANT WOMEN"
    d. Temporarily relocate any tenants who occupy that property while lead abatement activities are being carried out. Rental payments shall be suspended for the duration of an abatement project on a pro-rata basis.
2. Enforcement
    a. Inspection. With the permission of an occupant or a special inspection warrant, the health commissioner may enter, at any reasonable time, a dwelling or premises undergoing any lead hazard reduction to determine if all persons engaged in lead hazard reduction have been appropriately certified if required under Wis. Stat. 254.176.

b. Legal Action. The health commissioner may report any violation of Wis. Stat. 254.11 to 254.178 or rules promulgated, or orders issued, under those sections to the city attorney. The city attorney may enforce Wis. Stat. 254.11 to 254.178 and rules promulgated, and orders issued, under those sections. If a circuit court determines that an owner of a rented or leased dwelling or premises has failed to comply with an order issued under Wis. Stat. 254.11 to 254.178, the circuit court may order the occupants of the affected dwelling or premises to withhold rent in escrow until the owner of the dwelling or premises complies with the order.

3. Penalties. Any person who violates Wis. Stat. 254.11 to 254.178 or rules promulgated, or orders issued, under those sections may be required to forfeit not less than $100 nor more than $5,000 per violation. Each day of continued violation constitutes a separate offense.

SECTION 5: **ADOPTION** "7.23 Noise And Vibration" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

7.23 Noise And Vibration*(Added)*

1. Enforcement. The local health officer and any law enforcement officer may enforce the provisions of this section. A repeated or ongoing violation of this section is a public nuisance.
2. Noise Regulation. No person may cause or allow any noise tending to unreasonably disturb the peace and quiet of nearby persons unless the noise cannot be prevented or is necessary for the protection or preservation of property or persons.
    a. The following noises are presumed to be reasonable:
        i. The noise is specifically allowed by local, state, or federal law.
        ii. The noise is caused by construction work performed at construction sites between 7:00 a.m. and 10:00 p.m.
        iii. The person is causing noise by using outdoor property maintenance equipment between 7:00 a.m. and 10:00 p.m.
        iv. The person is causing or allowing noise in compliance with the conditions of a government-issued license or permit.
        v. Noise that is caused to request assistance or warn against an unsafe condition.
    b. The following noises are presumed to unreasonably disturb the peace and quiet of nearby persons:
        i. Night Hours. Between the hours of 10:00 p.m. and 7:00 a.m.,
            (1) In an area zoned residential, noise that is audible under normal conditions from inside a dwelling unit, but only if that noise originates from outside that dwelling unit.

(2) In an area zoned commercial or industrial, noise that is audible under normal conditions from a distance of 75 or more feet from the source of the noise, but only if that noise originates on a different property.

(3) On a premises containing a multi-family dwelling, noise that is audible under normal conditions from inside a dwelling unit, but only if that noise originates from outside that dwelling unit.

ii. Day Hours. Between the hours of 7:00 a.m. and 10:00 p.m., noise that is audible under normal conditions from a distance of 150 or more feet from:

(1) The real property line of the premises from which the noise originates, if originating private property, or

(2) ~~t~~The source of the noise, if originating on public property.

3. Vibration Regulation. No person may cause or allow the operation of any device or combination of devices that creates vibration on another parcel that tends to unreasonably disturb the peace and quiet of persons not located on the property causing or allowing the vibration.

4. Variance.

a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the regulations under this section. A new or renewal application for a variance shall be filed with the clerk along with payment of the fee listed on the Fee Schedule. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.

b. Public Hearing. Upon receiving an application under this subsection, the clerk shall schedule the matter for a public hearing before the common council. The clerk shall notify the variance applicant by mail or email of the hearing at least 10 days before the hearing. The clerk shall notify any property owners within 200 feet of the subject property by mail or email at least 10 days before the hearing.

c. Procedure at Hearing. The hearing shall follow this procedure at the public hearing:

i. The mayor or a designee shall describe the variance sought and establish the amount of time for comments by the applicant and the public. Any city staff may provide comments to the council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.

ii. The variance applicant may provide comments to the council.

iii. Any member of the public may provide comments to the council.

d. Recommendation to the Common Council. After the close of the hearing, the Public Safety Committee shall recommend to the council whether to grant a variance permit and, if granted, impose any conditions necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with those conditions, and an expiration date for the permit. In deciding whether to recommend granting the permit, the Committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have.

e. Common Council Determination. The Common Council shall determine whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate.

f. Revocation. Noncompliance with any conditions imposed on the variance shall be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51.

g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an application for an initial variance.

5. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than $100 nor more than $500 for each offense. Each day that any violation continues shall be considered a separate offense.

6. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

SECTION 6: **ADOPTION** "7.24 Solid Waste And Yard Waste" of the City Of West Allis Municipal Code is hereby *added* as follows:

ADOPTION

7.24 Solid Waste And Yard Waste*(Added)*

1. Definitions. All terms and phrases used in state law shall have the same meaning in the context in which they are used in this section. In addition, the following terms have their corresponding meanings in this section:

Term	Meaning
Director	The public works director or their designee
	Detached one-family, two-family, and three-family dwellings,

Eligible properties	condominium units, and attached one-family dwellings that are located within the City of West Allis
Terrace area	The right-of-way between a roadway and a sidewalk. If no space exists between a sidewalk and roadway, the part of the sidewalk closest to the edge of the roadway. If no sidewalk exists, the right-of-way closest to the edge of the roadway but not extending into the roadway.

2. Designation. The director is authorized to enforce the provisions of this section.
3. Services Funded by the General Tax
    a. Solid Waste Collection. Based on the schedule determined by the board of public works, the director shall collect solid waste from eligible properties that desire the service, and that service shall be funded by the general tax upon the property of the City if all the following applies:
        i. The solid waste is contained in a receptacle approved by the director or properly presented for bulk pickup. Solid waste is properly presented for bulk pickup if all the following applies:
            (1) All solid waste outside the approved receptacle does not exceed a combined 1 cubic yard in volume.
            (2) The solid waste is no more than 3 rigid objects or containers presented in a manner that they can each be removed or emptied by a single person with ordinary effort.
            (3) Containers shall have handles capable of supporting the weight within the container.
            (4) The solid waste is packaged to ensure it will not be a source of food or harborage for rodents.
            (5) The solid waste is presented in a manner that does not pose a threat of injury to persons or property.
            (6) No object or container exceeds 50 pounds in weight.
        ii. There are no more than 2 refuse receptacles and 2 recycling receptacles per residential unit served.
        iii. All solid waste presented is in a condition so that no dust, ash, liquid, pet waste, or other material leaks out of the receptacle or into the air when the receptacle is tipped into the vehicle collecting that solid waste.
        iv. The solid waste is placed at or near the collection point.
            (1) The collection point for properties abutting an alley is on or near the property line abutting that alley.
            (2) The collection point for properties not abutting an alley is on the terrace area or driveway apron adjacent to but not extending into the roadway.
        v. The receptacle is airtight, watertight, and otherwise in a condition that prevents animals from accessing the contents of the receptacle.
        vi. The receptacle is readily accessible without interference due to

vehicles, snow, or other obstructions and presented with the lid closed and its lid hinge located opposite the alley or roadway.

vii. Recyclable solid waste is stored within a recycling receptacle, and nonrecyclable solid waste is stored within a refuse receptacle. The following materials may not be included in any receptacles:
  (1) Yard waste
  (2) Acids
  (3) Explosives and ammunition
  (4) Paints, lacquers, and varnishes
  (5) Liquid fossil fuels or their containers
  (6) Combustible alloys or chemicals
  (7) Medical waste, unless contained within a proper separate container designed for that medical waste
  (8) Feces and pet waste, unless contained within a separate airtight container
  (9) Lithium ion batteries

viii. The receptacle weight is reasonable and evenly distributed so it can be maneuvered for collection service.

ix. The solid waste presented for collection does not create a danger for the public or the persons who are collecting that solid waste.

b. Yard Waste Collection. Based on the schedule determined by the board of public works and subject to any conditions imposed by the director, the director shall collect yard waste, except grass clippings, from eligible properties that desire the service, and that service shall be funded by the general tax upon the property of the City.

i. Leaves. Leaves may be placed up to 12 inches into the roadway next to the curb or on the shoulder if there is no curb.

ii. Yard and Garden Debris. Yard and garden debris such as weeds, flowers, vines, and fibrous stems, may be placed on the roadway next to curb or on the shoulder if there is no curb. Any fruit, seed, vegetable, or similar garbage that decomposes quickly or could be a food source for rodents may be composted or properly bagged and placed in a refuse receptacle, but may not be placed on the roadway or shoulder.

iii. Brush. Up to 1 cubic yard of clean woody vegetative material such as sticks, branches, and shrubs no greater than 4 inches in diameter may be placed in the terrace area.

c. Drop-Off Services. The director may accept solid waste and yard waste, except grass clippings, when delivered to the director's designated site by owners or occupants of eligible properties and may charge the fee established in the Fee Schedule to receive that solid waste or yard waste.

4. Services Funded by the Special Charge. The director may impose upon the property served the appropriate fee listed in the Fee Schedule for any of the following.

a. Minimum Receptacles. The director shall deliver 1 refuse receptacle and 1 recycling receptacle to any eligible property if the property owner desires City service to remove solid waste from that property.

b. Maximum Receptacles. A property owner may acquire additional receptacles but may not possess more than 2 refuse receptacles and 2 recycling receptacles for each residential unit located on an eligible property.

c. Replacement Receptacle. When an existing receptable is not capable of being presented in an airtight, watertight condition, the director may remove the non-functioning receptacle and deliver a replacement receptacle.

d. Improperly Presented for Collection. When solid waste or yard waste is presented for collection in a manner that does not comply with this section, the director shall either:

   i. Collect the improperly presented solid waste or yard waste for a fee, or

   ii. Leave the improperly presented solid waste or yard waste in its place and notify the owner or occupant to remove the solid waste and properly dispose of it.

e. Ineligible Solid Waste. When solid waste or yard waste that is not eligible for collection services from the City is presented for collection, the director shall either:

   i. Collect that ineligible solid waste or yard waste for a fee, or

   ii. Leave the in eligible solid waste or yard waste in its place and notify the owner or occupant to remove the solid waste and properly dispose of it.

f. Custom Collection Point. When no occupant in a household is physically able to bring a receptacle to the proper collection point, the director and property owner may agree to utilize a custom collection point on the property that is readily accessible without interference due to vehicles, snow, or other obstructions.

g. Overflowing Solid Waste. When any property served by a private refuse and recycling disposal service has a designated waste container that cannot be closed due to excessive solid waste within the container or has solid waste stored outside of the designated waste container, the director or the code enforcement director may cause all solid waste inside and outside that container to be removed. This provision applies to commercial containers located on private or public property, but if the removal is from private property, the director or code enforcement director shall comply with Wis. Stat. 66.0628(2m) before imposing a fee under this provision.

5. Collection of Fees

a. Notice. Except as required by Wis. Stat. 66.0628(2m), the director may impose the fees above by providing the service with or without advance notice. As soon as practicable after providing the service, the director shall notify the property owner by first class mail or email of the following:

   i. The address of the property served

ii. The type of service rendered
iii. The date upon which the service was provided

iv. The cost allocated for the service
v. The right to contest the fee.

b. Appeal. The City adopts this appeal process in lieu of the process under Wis. Stat. Ch. 68.

i. Right to Appeal. An aggrieved person may contest a fee imposed under this section by submitting an appeal to the city clerk no later than 30 days after the date on the notice under par. (a).

ii. Clerk's Duty. If the clerk receives a timely appeal to any fee imposed under this section, the clerk shall place the appeal on the agenda for the next meeting of the administrative appeal review board.

iii. Board's Duty. The administrative appeal review board shall hear any appeal of a fee imposed under this section. The board shall first take evidence from the director, and then take evidence from the aggrieved person. Upon receiving all evidence, the board shall determine whether the fee was properly imposed and affirm, modify, or rescind the fee.

c. Special Charge. The director may place a fee on the tax roll as a special charge against the property served if that fee has remained unpaid after 30 days have elapsed since the notice of fee was sent and there is no pending appeal. For any fee imposed under this section that was timely appealed, the director may place that fee on the tax roll as a special charge against the property served only in the amount as it is affirmed or modified by the administrative appeal review board.

d. Fee Cancellation. The director may cancel any fee imposed under this section for good cause. The director shall cancel any fee that is rescinded on appeal.

6. Recycling Program. As a responsible unit under Wis. Stat. 287.09(1)(a), the City maintains the following programs to comply with Wis. Stat. 287.09(2):

a. Solid Waste Management Program

i. Public Education. The director shall, on a regular basis, inform residents of the City of the reasons to recycle, local opportunities to recycle, and the prohibitions in Wis. Stat. 287.07(3) and (4).

ii. Recyclable Processing System. The director shall develop a system for the processing and marketing of recyclable materials collected by the City.

iii. Nonrecyclable Processing System. The director shall develop provisions for the management of postconsumer waste that is not separated for recycling or recovery consistent with the highest feasible priority under Wis. Stat. 287.05(12).

b. Notices About Electronic Waste. The director shall provide information to City residents about the prohibitions under Wis. Stat. 287.07(5)(a), why it is

important to recycle electronic devices, and opportunities available to those persons for recycling electronic devices.

7. Public Nuisance. The following conditions are public nuisances for which property owners have an affirmative duty to prevent and abate. Any person who maintains a public nuisance under this section may be required to forfeit up to $500 for each violation. Each day for which an ongoing violation continues shall constitute a separate offense. This provision does not preclude the City from taking any other lawful action to abate a public nuisance.
    a. Placement for Collection. No property owner may allow a receptacle to be placed at a collection point facing a roadway earlier than 6:00 p.m. on the day prior to a scheduled collection. No property owner may allow a receptacle to remain at a collection point facing a roadway later than 8:00 p.m. on the scheduled day of collection.
    b. Storage Location. Except when a receptacle is presented for collection, no property owner may allow a receptacle to be stored on that person's property unless it is screened or otherwise stored inconspicuously from public view from the front setback of the property.
    c. Container Size. No property owner may allow more solid waste to be stored outdoors on the property than the amount the receptacles on that property can hold.
    d. Compost. Outdoor composts are public nuisances unless the property owner who maintains an outdoor compost complies with the following regulations:
        i. The compost area may not pose an attraction or harborage for rodents or otherwise present a health nuisance.
        ii. The compost area may not be located in the front setback
        iii. The composting materials may not be located within 25 feet from any dwelling unit on the premises or any adjoining premises and not within 3 feet from any property line.
        iv. No more than 3 compost areas may be located on a property, the total of which may not cover more than 25 square feet of the property.
        v. No compost area may be more than 4 feet in height.
        vi. Composting material shall be well-aerated so as to be free of offensive or noxious odors.
        vii. No food waste or other such putrescibles shall be composted.
    e. Offensive Waste. No property owner may allow any infectious waste, hazardous waste, or any other substance of offensive odor, or a liquid of a hazardous, flammable or deleterious nature, or other hazardous, nauseous or unwholesome substances, or any dead carcass, animal, fowl, carrion, meat, fish, entrails, manure or pet waste, offal, refuse matter, rubbish, recyclables, tires, ashes, earth, sand or other substances or material of any kind or nature in or upon any location or container not designed for the purpose of storing or disposing of that substance.
    f. Grass Clippings. No property owner may allow grass clippings to be discharged or placed in or upon any public property, or to store grass clippings

on private property in such a manner that the grass clippings yield an offensive or nauseous odor.

8. Solid Waste Regulations. Any person who violates this subsection may be required to forfeit up to $500 for each violation. Each day for which an ongoing violation continues shall constitute a separate offense.
    a. Batteries, Major Appliances, and Oil. Wis. Stat. 287.07(1m) is hereby adopted.
    b. Failure to Recycle. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any material identified under Wis. Stat. 287.07(3) and (4) that is separated for recycling.

    c. Separation of Recyclables. The occupants of single-family residences, buildings containing 2 or more dwelling units, and commercial, retail, industrial and governmental facilities in the City shall separate the materials identified in Wis. Stat. 287.07 (3) and (4) from postconsumer waste.

    d. Duty on Multi-Family Dwelling Owners. Owners of buildings containing 5 or more dwelling units shall do all of the following:
        i. Provide adequate, separate containers for recycling.
        ii. Notify tenants at the time of renting or leasing the dwelling and semiannually thereafter of all recycling requirements.
        iii. Provide for the collection of recyclable materials separated from solid waste by the tenants and the delivery of the recyclable materials to a recycling facility.
    e. Duty on Other Business Property Owners. Owners of commercial, retail, industrial and governmental facilities shall do all of the following:
        i. Provide adequate, separate containers for recycling.
        ii. Regularly notify all users and occupants of the facilities of all recycling programs.
        iii. Provide for the collection of recyclable materials separated from solid waste by the users and occupants and the delivery of the recyclable materials to a recycling facility.

SECTION 7: **ADOPTION** "7.25 Human Health Hazards" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

7.25 Human Health Hazards*(Added)*

Per Se Human Health Hazards. Pursuant to Wis. Stat. 254.59(7)(a), the following acts, omissions, places, conditions, and things are specifically declared to be human health hazards

under Wis. Stat. 254.59:

1. General. Any substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public.

2. Air Pollution. The escape of excessive smoke, soot, cinders, acids, fumes, gases, fly ash, industrial dust, or other atmosphere pollutants that endanger human health or create noncompliance with applicable state or federal regulations.
3. Waste. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, or bird, animal, or human fecal matter that is not stored in a rodent, animal, and insect-proof container.

4. Holes and Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, or well; or any improperly abandoned, barricaded, or covered up excavation.
5. Unburied Carcasses. Carcasses of animals, birds, or fish not intended for human consumption or food, which are not buried or otherwise disposed of in a sanitary manner within 48 hours after death.
6. Breeding Places. Stagnant water, rotting lumber, bedding, packing material, scrap metal, or any material or substance in which flies, mosquitos, or disease-carrying insects, rats or other vermin can breed, live, nest or seek shelter.
7. Solid Waste. Any solid waste, as defined in Wisconsin Statutes SectionWis. Stat. 289.01(33), which is stored or disposed of in noncompliance with Wis. Adm. Code Ch. NR 500.
8. Toxic and Hazardous Materials. Any chemical and/or biological material that is stored, used, or disposed of in such quantity or manner that is or has the potential to create a health hazard.
9. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption. These substances include but are not limited to the chemical and/or biological substances listed in Chapter NR 809 of the Administrative Code titled "Safe Drinking Water."
10. Private Water Supply. Any private well that is constructed, abandoned or used and/or any pump installed in non-compliance with Chapter NR 812 of the Wisconsin Administrative Code.
11. Noxious Odors. Any use of property, substance or device that emits or causes any foul, offensive, noxious, or disagreeable odor deemed repulsive to the physical senses of ordinary persons or to the public as a whole.
12. Wastewater. The presence of wastewater or sewage effluent from buildings on any exposed ground surface, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.
13. Nonfunctioning and maintenance of building fixtures, including nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures considered necessary to

ensure a sanitary condition in a public building; any public restroom which is soiled by human waste or other waste and maintained in a filthy and/or unclean manner.

14. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy, and unfit for human habitation, occupancy, or use or renders any property unsanitary or unhealthy.

15. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City of West Allis that creates noncompliance with Wis. Adm. Cdoe Chs. NR 102 and NR 103.

SECTION 8: **ADOPTION** "7.99 Penalty" of the City Of West Allis Municipal Code is hereby *added* as follows:

A D O P T I O N

7.99 Penalty*(Added)*

Unless a specific penalty is prescribed, any person who violates any provision of this chapter or willfully violates or obstructs the execution of Wis. Stat. Ch. 252, Wis. Adm. Code Ch. DNS 145, any state statute or rule that relates to the public health, county ordinance that relates to the public health, or order from the state department of health shall forfeit not more than $500.

SECTION 9: **REPEAL** "7.01 City Health Commissioner" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

R E P E A L

~~7.01 City Health Commissioner~~ *(Repealed)*

1. How Appointed. See Section 2.24 of this Code.
2. Powers and Duties. **[Ord. 6075, 2/16/1994]**
    a. State Regulations. The Health Commissioner of the City shall have the powers and duties provided in Sec. 251.06(3) of the Wisconsin Statutes, the rules and regulations of the State Department of Health and Social Services, the regulations of the West Allis Board of Health and the ordinances of the City.
    b. General Powers. In addition to the powers and duties set forth in Chapter 251 of the Wisconsin Statutes, the Health Commissioner shall:
        i. Make an annual survey and maintain a continuous sanitary supervision over his territory.

ii. Make a sanitary inspection periodically of all school buildings and places of public assemblage, and report thereon to those responsible for the maintenance thereof.
iii. Promote the dissemination of information pertaining to the causes, nature and prevention of prevalent diseases and the preservation and improvement of health.

iv. Take steps necessary to secure prompt and full reports by physicians of communicable diseases and prompt and full registration of births and deaths.
v. Keep and deliver to his successor a record of all official acts.

3. Right to Enter Premises. The Health Commissioner, and any persons acting under him, is hereby authorized to enter into and examine, at any time, all buildings, lots and places of all descriptions, within the City of West Allis, for the purpose of ascertaining the condition thereof, so far as the public health may be affected thereby, and it shall be the duty and right of said Health Commissioner to enter and examine, or cause to be entered and examined, all such buildings, lots and places for the purpose of ascertaining the condition thereof, so far as public health may be affected thereby, and whenever, in his judgment, he shall deem it necessary.
4. Assistance From Police and Others. The police and all magistrates and other civil officers and all citizens shall aid, to the utmost of their power, the Health Commissioner in the discharge of his duties and, on his requisition, the Chief of Police shall serve or detail one or more policemen to serve the notices issued by the Commissioner and to perform such other duties as he may require.
5. Interfering With Commissioner. No person, firm or corporation shall resist or obstruct the Commissioner of Health, or any of his assistants, while in the discharge of any duty, or who shall refuse or neglect to obey any direction given by the said officer, or his agents, in matters pertaining to his duties.

SECTION 10: **REPEAL** "7.02 Contagious Diseases" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.02 Contagious Diseases~~ *(Repealed)*

1. Definition. Communicable diseases. Such diseases as are, in fact, communicable, and so determined by the State Board of Health, by rule, shall be within the term "communicable disease," as used in this section.
2. Contact Cases in Schools. Upon the appearance of any dangerous communicable disease, the local Health Commissioner shall give written notice to the principal or teacher of each school, and the librarian of each library, of the names of all families where the disease exists. If the rules of the State Board of Health provide for the

exclusion from school of persons who live in homes where such disease exists, the Health Commissioner shall request the principal of the school to exclude from school all such persons, until a written order signed by the Health Commissioner, permitting attendance, is presented. When the principal or teacher of a school has been notified of the prevalence of a dangerous communicable disease in the School District, or when the principal or teacher of the school knows or suspects that a dangerous communicable disease is present in the school, he shall, at once, notify the Health Commissioner who must then investigate the matter.

3. Duty to Report Communicable Diseases. It shall be the duty of every physician called to attend a person sick with any of the diseases declared to be dangerous and communicable by the State Board of Health, within twenty-four (24) hours thereafter, to report, in writing or telephone, the name and residence of such persons to the Health Department of the City; and, where a physician is not called, it shall be the duty of the owner or agent of the building, in which such person resides, or of the head of the family or guardian in which such disease occurs to report, in writing or telephone, the name and residence of the patient to the Health Commissioner.

4. Quarantine and Placarding. When the Health Commissioner shall suspect or be informed of the existence of any communicable disease, he shall at once investigate and make or cause such examinations to be made, as are necessary. The diagnosis (report) of a physician, or the notification or confirmatory consent of a parent or caretaker of the patient, or a reasonable belief in the existence of such disease shall be sufficient evidence; and, having any of these, the Health Commissioner shall immediately quarantine, placard, isolate or require restrictions in such manner and upon such persons and for such time as the State Board of Health provides in its rules. The Health Commissioner shall be responsible for the prompt placing and removal of signs, shall investigate evasion of the laws and rules upon communicable disease and shall so act as to protect the public.
5. Interference with Placards. No person shall interfere with or obstruct the Health Commissioner or his duly authorized agent in the posting of any placard stating the existence of a case of any communicable disease in or on any place or premises, or the suspected existence of or contact with any such disease, nor shall any person conceal, mutilate, destroy or remove any such placard, except by the permission of the Health Commissioner. Whenever any duly posted placard has been concealed, mutilated, destroyed or removed, it shall be the duty of the occupant of the premises whereon such placard was posted to immediately notify the Health Commissioner thereof.
6. Public Funerals Prohibited in Certain Cases. A public or church funeral shall not be held for any person who has died of the communicable diseases designated by the State Board of Health as continuing to be dangerous during the funeral.
7. Parents Duty to Neglected and Affected School Children. Parents shall not permit children afflicted with a dangerous communicable disease to attend school. Neglect or refusal on the part of any principal or teacher to comply with the requirements of this section shall be sufficient cause for his dismissal.
8. Enforcement of State Regulations. The statutes of the State of Wisconsin, particularly Chapter 143 thereof, and the regulations of the State Board of Health pertaining to

communicable diseases, shall be enforced in the City by the Health Commissioner.

SECTION 11: **REPEAL** "7.03 Health Nuisances" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.03 Health Nuisances~~ *(Repealed)*

1. Nuisance Defined. Whatever is dangerous to human life or health, and whatever renders soil, air, water or food impure or unwholesome; whatever building or part or cellar thereof, if overcrowded, or not provided with adequate means of ingress or egress, or is not sufficiently supported, ventilated, sewered, drained, lighted or cleaned is hereby declared to be a nuisance and unlawful, and every person having aided in creating or contributing to the same, or who may support or continue to retain any of them shall be guilty of a violation of this section and shall, upon conviction thereof, pay for all the expense of the abatement or removal of any of such nuisances.
2. Inspection of Premises. The Health Commissioner or his agents may enter into and examine any place at any time to ascertain health conditions, and no person shall refuse to allow such entrance at reasonable hours.
3. Abatement or Removal. If a health nuisance be found on private property, the Health Commissioner shall order, in writing, its abatement or removal within twenty-four (24) hours; and, if the owner or occupant fails to comply, he shall be in violation of this subsection, and the Commissioner or his agents may abate or remove the nuisance.
4. Cost of Abatement. The cost of abatement or removal of a nuisance by health officers may be collected from the owner or occupant, or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the health official, assessed against the real estate, as are other special taxes.
5. Expectorating in Public Places. No person shall spit, expectorate or deposit any sputum, spittle, phlegm, mucous, tobacco juice or wads of tobacco upon any sidewalk, crosswalk, alley or lane, or upon the floor, stairway, aisle of any theater, public hall or building, lodge hall, hotel or factory or any street car, bus or other public conveyance within the corporate limits of the City.
6. Maintenance of Privies.
    a. Where Prohibited. No person, firm or corporation shall build or maintain any privy vault or vaults on any lot, part of lot or land fronting on any street or alley within the corporate limits of the City in which water pipes and sewers have been laid.
    b. Restrictions on Location. Any privy vault or vaults maintained on any lot, part of lot or land fronting on any street, alley or public ground, which is not provided with public sewers and water pipes, shall not be located within four

(4) feet of the line of any lot, part of lot or land and shall be maintained water tight and in such sanitary conditions, as required by the Plumbing Inspector.

c. Cleaning.

i. Any person, firm or corporation engaged in the business of emptying, cleaning, covering and removing the contents of any privy vault or cesspool shall obtain a license and perform said work, as required by the rules and regulations of the Commissioner of Health of the City.

ii. No owner, occupant or agent of any premises, upon which a privy is maintained, shall be permitted to clean or remove the contents without the aid of a licensed scavenger, unless written permission is obtained from the Commissioner of Health and the work performed in the manner as therein directed.

iii. The Commissioner of Health shall order the owner or agent of premises, upon which an offensive privy is maintained, to clean the same within the time directed by said order, and in case the owner or agent cannot be found, the Health Commissioner shall cause such offensive privy to be cleaned and the expense therefor to be collected as in cases of the removal or abatement of nuisances.

7. Cleaning of Rugs and Carpets.

a. Restrictions. No person shall beat, shake or sweep any rugs, carpets, mats or similar articles in any public thoroughfare or in any court or area within fifteen (15) feet of any building or buildings occupied by more than two (2) families.

SECTION 12: **REPEAL** "7.032 Smoking Prohibition In Certain Areas" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.032 Smoking Prohibition In Certain Areas~~ *(Repealed)*

1. Findings. The Common Council of the City of West Allis finds that:

a. It is recognized that smoking of cigarettes and tobacco products is hazardous to an individual's health and affects the health of nonsmokers when they are in the presence of smoking.

b. Numerous scientific studies have found that tobacco smoke is a major contributor to indoor pollution.

c. Reliable scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing sidestream or secondhand smoke is a significant health hazard to nonsmokers; particularly to children, the elderly, individuals with cardiovascular disease and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.

d. Health hazards induced by breathing sidestream or secondhand smoke include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction and bronchospasm.

e. Air pollution caused by smoking is an offensive annoyance and irritant and smoking results in serious and significant physical discomfort to nonsmokers.

f. The purported health benefits from electronic smoking devices have not been scientifically proven, and use of these devices has not been proven safe, either for their users or for bystanders. More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vapor inhalation. Clinical studies about the safety and efficacy of electronic smoking devices have not been submitted to the FDA for the more than four hundred (400) brands of electronic smoking devices that are on the market, and consumers have no knowledge of whether electronic smoking devices are safe; what types of concentration of potentially harmful chemicals the products contain; and what dose of nicotine the products deliver. The World Health Organization has strongly advised consumers against the use of electronic smoking devices until they are "deemed safe and effective and of acceptable quality by a competent national regulatory body." The World Medical Association has determined that electronic smoking devices "are not comparable to scientifically-proven methods of smoking cessation" and that "neither their value as therapeutic aids for smoking cessation nor their safety as cigarette replacements is established." A study has shown that heavy exposure to electronic smoking device vapor damages DNA in cell cultures and causes genetic instability that may lead to cancer. **[Ord. O-2016-0002, 7/5/2016]**

g. Research indicates electronic smoking devices may lead youth to try other tobacco products. In addition, research indicates that youth who use electronic smoking devices are more likely to use tobacco products, including cigarettes, than those youth who do not use electronic smoking devices. **[Ord. O-2016-0002, 7/5/2016]**

h. Electronic smoking devices are currently unregulated and have been proven to emit nicotine, ultra-fine particles, volatile organic compounds and other toxins. Inhalation of nicotine is proven to be dangerous to everyone, especially children and pregnant women. Exposure to ultrafine particles may exacerbate respiratory illnesses, such as asthma, and may constrict arteries which could trigger a heart attack. The volatile organic compounds, such as formaldehyde and benzene, found in electronic smoking device aerosols, as well as conventional cigarette smoke, are proven carcinogens. **[Ord. O-2016-0002, 7/5/2016]**

i. A Harvard University health study found high levels of diacetyl in 39 of 51 unique flavors of chemicals used in electronic smoking devices. Diacetyl is associated with bronchiolitis obliterans and other severe respiratory diseases among workers who have inhaled heated vapors containing diacetyl. **[Ord. O-2016-0002, 7/5/2016]**

j. Existing studies on electronic smoking devices' vapor emissions and cartridge contents have found a number of dangerous substances including: carcinogens such as formaldehyde, acetaldehyde, lead, nickel, and chromium; PM 2.5, acrolein, tin, toluene, and aluminum which are associated with a range of negative health effects such as skin, eye, and respiratory irritation, neurological effects, damage to reproductive systems, and premature death from heart attacks and stroke; inconsistent labeling of nicotine levels in electronic smoking device products; and in one instance, diethylene glycol, an ingredient used in antifreeze and toxic to humans. **[Ord. O-2016-0002, 7/5/2016]**

2. Purpose. This ordinance is adopted for the purpose of:
   a. Protecting the public health, safety, comfort and general welfare of the people of the City of West Allis.
   b. Clarifying and expanding upon the state's Smoking Ban Law enacted by 2009 Act 12 under the authority created by subsection 101.123(2)(c) of the Wisconsin Statutes and subsection 101.123(4m) as created by the Act.
   c. Assisting owners, operators and managers in complying with state law and this ordinance.
3. Definitions. Except as set forth below, the definitions of subsection 101.123(1) of the Wisconsin Statutes are hereby adopted. In this section:
   a. "City Buildings" means all City-owned or operated buildings and those portions of buildings leased or operated by the City.
   b. "Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. It includes any such device whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, vape pen or any other product name or descriptor. **[Ord. O-2016-0002, 7/5/2016]**
   c. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device which creates an aerosol or vapor in any manner or in any form or the use of any oral smoking device. **[Ord. O-2016-0002, 7/5/2016]**
4. Prohibition Against Smoking. No person may smoke in any of the following:
   a. Any place prohibited by subsection 101.123(2) of the Wisconsin Statutes, which are expressly adopted and incorporated herein.
   b. Any City building, including the grounds of the Farmers' Market. The grounds of the Farmers' Market shall include all areas where food is displayed or offered for sale except on dates for events specifically designated by the Common Council as community events. This prohibition shall not apply to

designated smoking units of Beloit Road Housing.

c. Any enclosed indoor area in any place prohibited by Subsection 101.123(2) of the Wisconsin Statutes.

d. Any City park or grounds while being used by the West Allis-West Milwaukee School District for school-related events.

e. Within the pool area at the Liberty Heights Pool. The pool area shall include the entire area inside the chain-link fencing. **[Ord. O-2012-0001, 1/17/2012]**

f. Within one hundred (100) feet of any playground, equipment, or recreational area owned by the City or the West Allis/West Milwaukee School District specifically designed to be used by children that has play equipment installed. Such prohibition shall not apply to a person located on private property. **[Ord. O-2016-0002, 7/5/2016]**

5. Exceptions. The prohibition against smoking shall not apply to any of the following: **[Ord. O-2016-0002, 7/5/2016]**

   a. Those places or areas set forth in Subsection 101.123(3) of the Wisconsin Statutes.

   b. For the purpose of smoking electronic smoking device liquids in an electronic smoking device only, premises that are validly licensed under Section 9.74 of the Code as of November 1, 2016, and that prohibit minors from entering or remaining on the premises. Such exception shall become invalid if the premises is no longer validly licensed at any time or is unoccupied for a period greater than one (1) year. **[Ord. O-2016-0044, 9/6/2016]**

6. Interpretation. Whenever the provisions of the Wisconsin Statutes and this section conflict, the provisions of this section shall apply.

7. Outside Areas. Any person in charge of a restaurant, tavern, private club, or retail establishment that is subject to this ordinance may designate an outside area that is a reasonable distance from the entrance to said establishment where customers, employees, or persons associated with the establishment may smoke. The designated smoking area shall contain receptacles for trash and cigarette butts and shall be kept in a neat and orderly manner, and all trash or cigarette butts shall be placed in a proper receptacle.

8. Statute Adopted. Except as expressly altered by this section, the provisions of Section 101.123 of the Wisconsin Statutes are hereby adopted and incorporated herein.

9. Penalty.

   a. Any person who violates Subsection (4) or (7) shall forfeit not less than one hundred dollars ($100.) nor more than two hundred fifty dollars ($250.) for each violation.

   b. Any person in charge who violates Subsection 101.123(2m) of the Wisconsin Statutes shall forfeit one hundred dollars ($100.) for each violation.

   c. In addition to the forfeiture, any person who violates the provisions of this ordinance shall pay the costs of prosecution, except for the crime laboratories and drug law enforcement surcharge under Subsection 165.755(1)(a) of the Wisconsin Statutes. Each day of violation shall constitute a separate offense.

10. Enforcement. Prior to issuing a citation to a person in charge for a violation of this ordinance, the Police Department shall first issue a written warning notice. Once a person in charge has been issued a warning, she/he may be issued citations for violations of this ordinance but not to exceed one hundred dollars ($100.) in total for all violations of Section 101.123(2m) of the Wisconsin Statutes occurring on a single day.
11. No person shall use an electronic smoking device on school grounds. **[Ord. O-2016-0002, 7/5/2016]**

~~**[Ord. O-2010-0016, 6/15/2010]**~~

SECTION 13: **REPEAL** "7.033 Toxic Substances" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.033 Toxic Substances~~ *(Repealed)*

1. State Laws Adopted.
    a. The following provisions of the Wisconsin Statutes, as may be amended from time to time, describing, defining and prohibiting conduct, are hereby adopted by reference and made part of this subsection as if fully set forth herein:
    Sec. 254.12- Use or sale of lead-bearing paints.
    Sec. 254.154- Local authority.
    Sec. 254.166- Response to reports of lead poisoning or lead exposure.
    Sec. 254.30- Enforcement; penalties.
2. Definitions: For the purpose of this section, the definitions of words and phrases contained in Chapter 254 of the Wisconsin Statutes, and Chapter 163 of the State of Wisconsin Department of Health Services Administrative Code, as the same may be from time to time amended, are hereby adopted and by reference made part hereof with the same force and effect as if fully set forth herein.
3. Interpretation.
    a. Whenever the word "department" is used, it shall be taken to mean West Allis Health Department for the purposes of inspection or enforcement; however the City of West Allis does not assume the role of the lead state agency for health risk assessment when promulgating rules, regulations, or limits for testing, testing limits, screening methods, or other analogous duties referenced in Chapter 254 of the Wisconsin Statutes
    b. Whenever the phrase "may promulgate rules" is used, it shall be taken to mean that the West Allis Health Department will follow the State or Federal established rules or guidelines for the specified testing, action, inspection, or activity.
4. Lead Hazards Prohibited.

a. No owner of any premises or dwelling shall create or allow to exist on that property any lead hazard. Upon notification of the existence of a lead hazard at any property, the owner shall abate such hazard within thirty (30) days, or such time as specified by the West Allis Health Department.
b. Warning Required. The owner of any premises or dwelling that contains a lead hazard shall post an easily read warning label measuring at least eight (8) inches by ten (10) inches on all outside entrance doors. The warning label shall state: WARNING: LEAD HAZARD. EXTREME DANGER TO CHILDREN AND PREGNANT WOMEN.

5. Abatement. Whenever the West Allis Health Department issues orders to abate a lead hazard, the owner of the premises or dwelling subject to the order shall do all of the following:
    a. Tenants to be Relocated. Tenants shall be relocated away from any premises where abatement activities are being carried out. Rental payments shall be suspended for the duration of an abatement project on a pro-rata basis.
    b. Written Plan to be Submitted. A specific written plan for the abatement process shall be submitted to the Health Commissioner prior to commencement of any abatement project. The plan shall outline the scope of the work to be done, how the abatement is to be accomplished, who will be doing the work and how waste will be removed and discarded. When the abatement work is to be done by anyone other than the owner of the property, the Health Commissioner shall require information which demonstrates the competence of that person and may require posting of an appropriate performance bond.

    c. Site Inspection. The Health Commissioner or designee may inspect premises or dwelling at which lead hazard abatement work is being performed at any time during the abatement process. Before the abated premises may be reoccupied, the Health Commissioner shall inspect the premises and perform whatever tests are necessary to assure removal of any lead poisoning hazards.
6. Enforcement; Penalties: The City of West Allis adopts Wisconsin Statute Sec. 254.30.

SECTION 14: **REPEAL** "7.035 Noise Control Regulations" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.035 Noise Control Regulations~~ *(Repealed)*

1. Statement of Purpose. The City of West Allis recognizes that excessive noise and vibration are serious threats to the public health and welfare, public safety, quality of

life and property values. Current science and technology permit abatement of noise and vibration sources which were not available in the past. Therefore, it is the policy of the City to prevent and abate excessive noise and vibration which may jeopardize the public health, safety or welfare or which would cause harm to property values or which would impair the quality of life within the City.

2. Definitions. All terminology used in this section, not defined below or elsewhere within the West Allis Revised Municipal Code, shall be given the definitions provided by applicable publications of the American National Standards Institute (hereinafter "ANSI") or its successor body.
    a. "A-Weighted Sound Level" means the sound pressure level in decibels as measured on a sound level meter using the "A" weighting network. The level so read is designated as db(A) or dB(A).
    b. "Ambient Noise" means the sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources from near and far.
    c. "Authorized Emergency Vehicle" means the definition of this term as set forth in Sec. 340.01(3), Wis. Stats., and any subsequent modification, revision, or amendment of that term as set forth in that section of the Wisconsin Statutes.
    d. "Commercial District" means any area of the City designated on the official West Allis Zoning Map, as commercial.
    e. "Construction" means any activity necessary or incidental to the erection, demolition, assembling, altering, installing, repairing or equipping of buildings, roadways, or utilities, including land clearing, grading, excavating and filling.
    f. "Day" means the hours between 7:00 a.m. and 9:59 p.m.
    g. "dB(A)" means the symbol designation of a noise level, reported in decibels, using the A-weighting network of a sound level meter, as defined in ANSI S1.4, Specification for Sound Level Meters. For example, noise will be reported as seventy-two (72) dB(A). For purposes of this section, the noise shall be measured using the slow exponential time weighting characteristic of the sound level meter unless otherwise noted.
    h. "Decibel" means a unit of measure of the volume of a sound.
    i. "Emergency Work" means short-term operations which are necessary to protect the public health, safety and welfare of the citizens, including emergency utility and public works operations.
    j. "Impulse Noise" means any sound of short duration, usually less than one (1) second, with an abrupt increase, rapid decay, and a peak value that exceeds the ambient noise level by more than ten (10) dB(A). Examples of sources of impulse noise include explosions, drop forge impacts, and the discharge of firearms.
    k. "Industrial District" means any area of the City designated on the official West Allis Zoning Map as industrial.
    l. "Maximum Sound Level" (hereinafter "Lmax") means the maximum sound level over a measurement interval determined by using a sound level meter set

to "fast" response time.

m. "Motor Vehicle" means any vehicle, including a combination of two (2) or more vehicles or an articulated vehicle, that is self-propelled, except a vehicle operated exclusively on a rail.

n. "Night" means the hours between 10:00 p.m. and 6:59 a.m.

o. "Noise Disturbance" means any sound or vibration which:

    i. May disturb or annoy reasonable persons of normal sensitivities; or

    ii. Causes, or tends to cause, an adverse effect on the public health and welfare; or

    iii. Endangers or injures people; or

    iv. Endangers or injures personal or real property.

p. "Person" means any individual, association, partnership, joint venture, company, or corporation.

q. "Place of Public Entertainment" means any building that is open to the public for entertainment purposes.

r. "Plainly Audible Sound" means any sound for which the information content is unambiguously communicated to the listener, such as, but not limited to, understandable speech, comprehension of whether a voice is raised or normal, repetitive bass sounds, or comprehension of musical rhythms, without the aid of any listening device.

s. "Power Tool" means any device powered mechanically, by electricity, by gasoline, by diesel fuel, or by any other fuel, which is intended to be used, or is actually used for, but shall not be limited to, the performance of such functions as cutting, nailing, stapling, sawing, vacuuming or drilling.

t. "Real Property Boundary" means an imaginary line along the ground surface and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

u. "Residential District" means any area of the City, designated on the official West Allis Zoning Map as residential.

v. "Root Mean Square" (hereinafter "RMS") means the square root of the mean-square value of an oscillating waveform, where the mean-square value is obtained by squaring the value of amplitudes at each instant of time and then averaging these values over the sample time.

w. "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium resulting in compression and rarefaction of that medium and which propagates at finite speed to distant locations. The description of sound may include any characteristics of such sound, including duration, intensity, and frequency.

x. "Sound Level Meter" means an instrument, either Type I or Type II, as defined by the most current ANSI specifications. A sound level meter for purposes of this section shall contain at least an A-scale and both fast and slow response.

y. "Sound Pressure" means the instantaneous difference between the actual

pressure and the average or barometric pressure at a given point in space as produced by sound energy.

z. "Sound Reproduction Device" means any device, instrument, mechanism, equipment or apparatus for the amplification of any sounds from any radio, computer, stereo, CD player, musical instrument, television, loudspeaker or other sound-making or sound-producing device or any device or apparatus for the reproduction or amplification of the human voice or other sound.

aa. "Stationary Noise" means noise the source of which is either affixed to or operated upon a fixed point of land, building, or other real property.

ab. "VdB" means the vibration level as measured in decibels. The reference velocity in the United States is one (1) micro-inch per second. It is calculated as VdB = 20 x log10(v / (1 x 10-6 in./sec.)), where "v" is the RMS velocity amplitude, calculated as the average of the squared amplitude of the vibration, measured in inches per second.

ac. "Vibration" means a temporal and spatial oscillation of displacement, velocity, and acceleration in a solid material.

ad. "Vibration Velocity Level" (hereinafter "Lv") means ten (10) times the common logarithm of the ratio of the square of the amplitude of the RMS vibration velocity to the square of the amplitude of the reference RMS vibration velocity.

3. Scope and Enforcement. This section, in addition to other ordinances and statutes, shall apply to the control of noise and vibration originating within the City of West Allis. The West Allis Health Department is the primary agency responsible for the enforcement of this section, and the West Allis Police Department may also enforce the provisions of this section. The City of West Allis's policy is to comply with this section in its own operations and in the operations of its contractors and subcontractors.

4. Determining Sound Levels. Sound levels shall be measured using the following procedures:

   a. All persons conducting sound measurements to assess compliance with this section must be trained in the current techniques and principles of sound measurement equipment and instrumentation.

   b. Sound level shall be measured with a Type 1 or Type 2 sound level meter that shall, as a minimum standard, conform to the specifications of ANSI S1.4-1983 (Revised 2001) with Amendments S1.4A-1995 for Type 1 or Type 2 sound level meters and be capable of both fast and slow meter response.

   c. The following steps must be followed when preparing to take sound level measurements:

      i. The sound level meter manufacturer's specific instructions for preparation and use of the sound level meter shall be followed.

      ii. The sound level meter shall be calibrated periodically, in accordance with the manufacturer's instructions.

      iii. When outdoor measurements are taken, a windscreen shall be placed over the microphone of the sound level meter in accordance with the manufacturer's instructions.

iv. The sound level meter shall be placed at an angle to the sound source, as specified by the manufacturer's instructions, and placed at least four (4) feet above the ground. The meter shall be placed so as not to be interfered with during the taking of sound measurements.

v. Impulsive noise shall be measured with the sound level meter set for fast meter response; all other noise shall be measured with the sound level meter set for slow meter response.

vi. All sound level measurements shall be made using an "A" weighted network of the sound level meter.

5. Determining Vibration Levels. Vibration levels shall be measured using the following procedures:
    a. All persons conducting vibration measurements to assess compliance with this section must be trained in the current techniques and principles of vibration measurement equipment and instrumentation.
    b. The instrument manufacturer's specific instructions for preparation and use of the instrument shall be followed.
6. Maximum Permissible Sound Levels.
    a. General Limitations. Except as enumerated in Subsection (8) of this section below, in the following zoning districts, the noise emitted from any source of stationary noise shall not exceed the following dB(A) limits at any point beyond one hundred twenty-five (125) feet outside of the real property boundary of the source of the stationary noise or beyond one hundred twenty-five (125) feet of the noise source on public property:

Sound Pressure Level		
Zone	**Time**	**Decibel (dB(A) Level**
Residential, Park District	10:00 p.m. to 6:59 a.m.	55 dB(A)
	7:00 a.m. to 9:59 p.m.	65 dB(A)
Commercial, Manufacturing	10:00 p.m. to 6:59 a.m.	60 dB(A)
	7:00 a.m. to 9:59 p.m.	70 dB(A)

    b. A reduction of five (5) dB(A) will apply to each of the limitations set forth under Subsection (6)(a) for all impulse noises.
    c. When the ambient level is two (2) dB(A) or more above a noise limitation, a source may add no more than three (3) dB(A) to the ambient level.
7. Public Nuisance. Excessive noise and vibration, as defined in this section, is hereby deemed and declared to be a public nuisance and may be subject to summary abatement procedures, as provided in Section 7.03(3) and Section 18.04 of this Code. Such abatement shall be in addition to administrative proceedings, forfeitures, and penalties provided in this section.

8. Noise Disturbance Prohibited. No person shall make, continue, or cause to be made or continued, any noise disturbance. No person shall make, continue, or cause to be made or continued any noise which exceeds the noise limitations as set forth in this section.

   Unamplified, noncommercial public speaking and public assembly activities conducted at conversational voice levels on any public property or public right-of-way shall be exempt from the operation of this article if such sound is not plainly audible beyond one hundred fifty (150) feet or does not infringe on the legitimate rights of others.

   a. Sound Reproduction Devices. No person shall operate, play, or permit the operation of or playing of any sound reproduction device at night that is plainly audible across a real property boundary. No person shall operate, play, or permit the operation of or playing of any sound reproduction device during the day that is plainly audible from one hundred fifty (150) feet beyond the real property line of the premises from which it emanates or from the source if located in a public street, public park, or other public place.
   b. Sound Amplification Device. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device at night that is plainly audible across a real property boundary. No person shall use or operate any sound amplification device, loudspeaker, public address system, or similar device during the day that is plainly audible at a distance of one hundred fifty (150) feet.
   c. Loading and Unloading. No person shall load, unload, open, close, or otherwise handle boxes, crates, containers, building materials, garbage cans, or similar objects at night, in a manner that is plainly audible across a real property boundary.
   d. Domestic Power Tools. No person shall operate or permit the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device at night.
      i. This subsection does not apply to snowblowers being used to remove snow that has fallen within the past twenty-four (24) hours.
   e. Tampering. No person shall remove or render inoperative any noise control device, element of design, or noise label of any product other than for the purpose of maintenance, repair, or replacement; no person shall modify or replace any noise control device to increase the sound pressure level of the device.
   f. Multifamily dwellings. No person shall make, continue, or cause to be made or continued any noise disturbance at night that is plainly audible in another occupied space within any multifamily dwelling within the real property boundary.
   g. Places of Public Entertainment. No person shall operate, play or permit the operation or playing of any sound reproduction device, sound amplifier, or similar device, or any combination thereof, which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater

than one hundred (100) dB(A), as read by the slow response on a sound level meter at any point that is normally occupied by a customer, unless a conspicuous and legible sign which is at least two hundred twenty-five (225) square inches in area is placed outside such place, near each public entrance, stating: "WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT."

h. Train Warning Devices. No person owning or operating any railroad, or any of its agents and employees, shall cause the ringing of any bell or the blowing of any whistle or horn within the City limits on any locomotive under his/her control, except in the event of an emergency to avoid an impending accident or where otherwise permitted by state or federal law.

i. Motor Vehicles.

i. Light Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of ten thousand (10,000) pounds' gross vehicle weight rating or less, including but not limited to passenger automobiles, light trucks or motorcycles, in excess of eighty (80) dB(A) at any location within the corporate limits of the City of West Allis. Measurement shall be made at a distance of fifteen (15) feet or more from the closest approach of the vehicle.

ii. Heavy Motor Vehicles. No person shall create or cause or permit noise levels from the operation of any motor vehicle of more than ten thousand (10,000) pounds' gross vehicle weight rating in excess of eighty-six (86) dB(A) in a zone with a speed limit of more than thirty-five (35) miles per hour. Measurement shall be made at a distance of fifty (50) feet from the closest approach of the vehicle in use.

iii. Stationary Testing.

(1) Light Motor Vehicles. Motor vehicles of ten thousand (10,000) pounds' gross vehicle weight rating or less shall not exceed ninety-five (95) dB(A) at twenty (20) inches in a stationary run-up test. Such tests shall conform to the Society of Automotive Engineers Recommended Practices SAE J1169, a copy of which is on file in the office of the Health Commissioner.

(2) Heavy Motor Vehicles. Motor vehicles of more than ten thousand (10,000) pounds' gross vehicle weight rating shall not exceed eighty-eight (88) dB(A) measured at fifty (50) feet in a stationary run-up test. Stationary run-up tests shall conform to the Society of Automotive Engineers SAE Standard J366b, a copy of which is on file in the office of the Health Commissioner.

j. Refuse Collection Vehicles and Compacting Equipment.

i. No person shall collect refuse or permit the collection of refuse with a refuse collection truck at night.

ii. No person shall operate or permit the operation of the compacting

equipment mechanism of any motor vehicle which compacts refuse at night.

k. Vibration. No person shall operate or permit the operation of any device or combination of devices that creates vibration which exceeds the amounts listed in the table below, as measured at or across a real property boundary of the premises from which it emanates or from the source if located in a public street, public park, or other public place.

Event Frequency	**Lv (VdB)**
Frequent (more than 70 events per day)	72
Occasional	75
Infrequent (less than 30 events per day)	80

9. Exemptions. The provisions of this section shall not apply to the following:
   a. The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work, or the emission of sound brought about by emergency conditions where such sound is a byproduct of activities necessary for the preservation of public safety or the protection of the health, safety and welfare of any person or property.
   b. Warning devices necessary for the protection of public safety, the emission of any noise necessary for the protection of the health, safety, or welfare of person or property or to any noise which is either necessary or required by law.
   c. The operation of authorized emergency vehicles.
   d. Public works projects, at or adjacent to the construction site, as authorized by the United States government, the State of Wisconsin, and/or other political subdivisions.
   e. Limited Exemptions for Construction Noise. The provisions of this section shall not apply to equipment used in commercial construction activities when such equipment has sound control devices no less effective than those provided in the original equipment, a muffled exhaust, and are in compliance with the pertinent standards of the United States Environmental Protection Agency.
      i. No person shall operate or permit the operation of any equipment used in construction work at night or on Sunday.
         (1) Emergency Work. The hour limitations in this subsection shall not apply to emergency work.
   f. Special events permitted under section 6.032 of this Code.
   g. Aircraft operations.
   h. Any fireworks display permitted under and operated in compliance with Wis. Stat. Section 167.10.

i. Any bells or chimes of any building clock, public or private school building, church, synagogue, or other place of religious worship.

10. Notice of Violation.
    a. When the ambient noise or vibration level of a noise producing device equals or exceeds the decibel limits provided in this section, the Health Commissioner or his/her designee shall serve a notice, by first-class mail, on the owner and occupant of the premises that is creating or maintaining the noise. The notice shall be dated, contain a description of the violation, require the person to remove or abate the condition described in the order within the time specified therein, and advise such person of the right to apply for a variance permit and the office or person to whom the variance permit application shall be filed.

    b. For violations of Subsection (8)(a) through (g), officers of the West Allis Police Department may issue a citation without prior notice of the violation.

11. Variance.
    a. Application for Variance Permit. The owner or occupant of the premises may seek a variance from the regulations under this section. A new or renewal application for a variance shall be filed with the clerk along with payment of the fee listed on the Fee Schedule. The proper filing of an application shall toll all penalties provided in this section for any such violation until a final decision has been issued on the merits of such application. Such application shall specify the grounds upon which the variance permit is sought and the date by which the source of any excess noise or vibration for which the variance is sought shall be brought into compliance with this section.

    b. Public Hearing. Upon receiving an application under this subsection, the clerk shall schedule the matter for a public hearing before the common council. The clerk shall notify the variance applicant by mail or email of the hearing at least 10 days before the hearing. The clerk shall notify any property owners within 200 feet of the subject property by mail or email at least 10 days before the hearing.

    c. Procedure at Hearing
        i. The mayor or a designee shall describe the variance sought. Then, the variance applicant may provide comments to the council.
        ii. After the variance applicant has an opportunity to comment, any member of the public may provide comments to the council.
        iii. Any city staff may provide comments to the common council in writing prior to the public hearing, verbally during the beginning of the hearing as the mayor's designee, or verbally during the public comment portion of the hearing.
        iv. (Reserved).
        v. The amount of time for comments by the applicant and the public shall be set by the mayor prior to the beginning of the hearing.
        vi. (Reserved).
        vii. (Reserved)

d. Recommendation to the Common Council.
    i. After the close of the hearing, the Public Safety Committee shall recommend to the council a variance permit should be issued and, if issued, impose any conditions necessary to protect the public health, safety and welfare, including a schedule for achieving compliance with any noise and vibration limitations and an expiration date for the permit. In deciding whether to recommend granting the permit, the Committee shall balance the hardship to the applicant, the community, and other persons; the impact on the health, safety, and welfare of the community; the effect on the property in the area; and any other impact that the granting of the variance may have.

e. Common Council Determination.
    i. (Reserved).
    ii. (Reserved).
    iii. The Common Council shall determine whether to adopt the recommendation of the Committee or make such modification as is deemed appropriate.

f. Revocation. Noncompliance with any conditions imposed on the variance shall be grounds to revoke the permit using the same procedure to revoke a license under WAMC 9.51.

g. Extension and Modification. Application for extension of time limits or modification of other conditions specified in the variance permit shall be treated like an application for an initial variance.

12. Penalties. Any person violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than one hundred dollars ($100) nor more than five hundred dollars ($500) for each offense, together with the costs of prosecution. In default of payment thereof, the person shall be imprisoned in the Milwaukee County House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes. Each day that any violation continues shall be considered a separate offense.

13. Severability. If any provision, clause, sentence, paragraph, or phrase of this section or the application thereof to any person or circumstances is held, for any reason, by a court of competent jurisdiction, to be invalid or unconstitutional, such decision shall not affect the validity of other provisions or applications of the provisions of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

SECTION 15: **REPEAL** "7.05 Refuse Collection" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.05 Refuse Collection~~ *(Repealed)*

1. Definitions. As used in this Section.
   a. "Bulk refuse" means solid waste, exclusive of construction waste, which cannot be readily stored in approved containers. It includes, but is not limited to, furniture.

   b. "Commercial" means a business enterprise, except manufacturing, and the activities associated therewith. It includes, for the purpose of this Section, all mixed units (buildings, housing, business and residential), churches, public and parochial education institutions and charitable organizations.
   c. "Commercial container" means a receptacle for the storage of refuse on a multi-family or commercial premises, which is constructed, maintained and located as provided in Subsection (4)(b) below.
   d. "Composting" means a controlled biological reduction of organic yard waste to humus.
   e. "Condominium" means a premises subject to a condominium declaration under Chapter 703 of the Wisconsin Statutes, including household activities associated therewith.
   f. "Construction waste" means solid waste resulting from building construction, alteration or repair.
   g. "Department" means the Public Works Department of the City.
   h. "Director" means the Director of the Public Works Department and his duly authorized deputies and agents. **[Ord. O-2004-0012, 4/5/2004]**
   i. "Garbage" means discarded materials resulting from the handling, processing, storage and consumption of food.
   j. "Hazardous substance" means the meaning given in Wis. Stats. § 292.01(5).
   k. "Hazardous waste" has the meaning given in Wis. Stats. § 291.01(7).
   l. "Infectious waste" means solid waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. It includes isolation wastes, cultures and stocks of infectious agents and associated biologicals, human blood and blood products, pathological waste, contaminated sharps, contaminated animal carcasses, body parts and bedding.
   m. "Inorganic waste" means concrete, asphalt, brick, block, stone, ground and, for purposes of this subsection, sod.
   n. "Manufacturing" has the meaning given in Wis. Stats. § 70.995(a).
   o. "Multi-family" means a premises improved with a building containing four (4) or more dwelling units, including household activities associated therewith.
   p. "Person" means any person, firm, partnership, association, corporation, company or organization, which is acting as a group or unit.
   q. "Premises" means a designated parcel or tract of land and any buildings and structures thereon, established by plat, subdivision or otherwise as permitted

by law, which is used or developed as a unit.

r. "Refuse" means all components of the solid waste stream including, but not limited to, garbage, rubbish, trash and ashes.

s. "Residential" means a premises improved with a condominium unit or a building containing three (3) or fewer dwelling units, including the household activities associated therewith.

t. "Residential container" means a receptacle that is approved and issued by the Department for the storage of residential refuse between collections and required for the collection of residential refuse by the Department.

u. "Rubbish" means solid waste, excluding ashes and garbage., consisting of both combustible and noncombustible solid waste materials. It is specifically limited to small hand-carried objects which can be readily stored in approved refuse containers.

v. (Reserved)

w. "Solid Waste" means garbage, rubbish, ash, bulk refuse, yard and construction wastes and all other unwanted or discarded substances and material resulting from community activities.

x. "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six (6) inches in diameter; however, it does not include stumps, roots or shrubs with intact root balls.

2. Collection.

a. Paid by General Tax. The Department will collect refuse from residential premises or a detached single-family residential unit on a commercial premises funded though the general tax without a separate fee against the property served, except the Department will not collect refuse under this subsection if that refuse is any of the following:

i. Prepared or storedorstored in violation of subsection (3).

ii. Collected from a multi-family, commercial, or manufacturing premises.

iii. Collected from a residential premises or detached single-family residential unit on a commercial premises if that unit is an adult family home under Wis. Stat. 50.01(1) or community-based residential facility under Wis. Stat. 50.01(1g).

b. Paid by Special Assessment. The Department may collect refuse for a fee or special assessment against the property served for any refuse collection that is not paid by the general tax.

3. Preparation, Storage and Disposal.

a. Residential. Except as provided in Paragraph (b) below, residential wastes shall be prepared and stored as follows:

i. Garbage. Garbage shall be drained of all free liquid and packaged by securely wrapping in several thicknesses of paper, placed in plastic bags or other similar means and stored in residential containers.

ii. Rubbish. Rubbish shall be stored in residential containers. Rubbish

which may become airborne shall be securely wrapped and/or placed in plastic bags prior to being stored in a residential container.

iii. Bulk Refuse. Small amounts of bulk refuse will be removed as ordinary refuse. Furniture and other bulk refuse not conforming to size and weight requirements may be collected, in accordance with Subsection (5) below.

iv. Construction Wastes. Small quantities of construction wastes resulting from the direct activity of the owner or occupant of the building shall be collected by the Department if securely tied in compact bundles, where applicable, not exceeding four (4) feet in length and seventy-five (75) pounds in weight. Lumber with protruding nails will not be collected. Construction wastes resulting from the activities of a contractor or other non-occupant of the premises will not be collected by the Department.

v. Inorganic Waste. Small quantities of inorganic wastes resulting from the direct activity of the owner or occupant of the property may be collected as part of the normal refuse collection, except as provided for under Subsection (5) below.

vi. Yard Waste. Yard waste shall not be collected by the Department. Residents wishing to dispose of certain types of yard waste generated on their properties may do so at a site(s) approved by the Director.

vii. Ashes. Ashes and similar material shall be dampened and placed in a secure, disposable container and stored with residential refuse.

viii. Animals. Small dead animals shall be enclosed in a plastic bag and placed in a secure cardboard box or other secure, disposable container.

ix. Manure and Other Noxious Wastes. Animal and fowl manure and/or other noxious wastes from residential properties shall be prepared and stored as residential refuse. Excessive quantities will not be collected from residential properties.

x. Deleterious Substances. Any substance whose collection, destruction or disposal would be harmful or dangerous to personnel or equipment shall not be included with refuse for collection. The term "deleterious substances" includes, but is not limited to, acids, blasting material, ammunition, paints, lacquers and varnishes, liquid fossil fuels or their containers, and combustible alloys or chemicals. Such deleterious substances shall be disposed of in accordance with rules promulgated by the Director.

xi. Infectious Wastes. Infectious wastes from residential properties shall not be included with refuse for collection and shall not be collected by the Department. Such wastes shall be prepared and disposed of in accordance with federal and state laws and rules promulgated by the Director.

b. Multi-family, Commercial and Manufacturing. Garbage and refuse shall be

stored in commercial containers. All other solid wastes shall be stored in accordance with laws, statutes, ordinances and regulations as applicable.

4. Containers.
    a. Weight. The Department may decline to collect refuse from any residential container weighing over 75 pounds.
    b. Location. Containers shall be stored on the residential premises where the refuse is generated and not upon any other private property, or any street, alley or other public ground; except as provided herein for refuse collection from the premises. Containers shall not be stored on the front side of any home. All containers shall be placed in one area for collection. If a premise abuts an alley, containers shall be placed at the alley edge for collection. Properties not serviced by an alley collection shall locate refuse containers at the curb/street edge of the property on the scheduled day of collection. The Director may, for a fee listed in the Fee Schedule, pick up refuse containers from another location for any household in which no occupant is physically able to comply with the requirements of this paragraph. Containers shall be readily accessible to collectors without interference due to vehicles, snow or other obstructions. Containers shall not be stored in any location which creates or may create a public health hazard. Containers shall not be placed at the curb for collection before 6:00 p.m. on the day prior to the scheduled day of refuse collection and must be removed by 8:00 p.m. on the scheduled day of refuse collection.
    c. Multi-family, commercial and manufacturing containers shall be constructed, maintained and located as follows:
        i. Construction. Containers shall be of substantial metal or plastic construction with covers which render the container waterproof.
        ii. Location. Containers shall be located on the premises where the waste is generated or other private property in accordance with Chapter 12 of this Code; provided; however, the Board of Public Works pursuant to Section 11.165 of this Code may permit containers to be located on public property if a premises does not contain a suitable location for collection as determined by the Board. Containers shall not be located within any building on the premise, unless specific written approval is obtained from the Director.
        iii. Capacity Required. The owner, occupant or managing agent of each premises shall provide sufficient containers to ensure adequate storage capacity for twice the normal collection period.
        iv. Multiple use. Where multiple businesses located upon a single premises utilize a designated refuse storage container and such properties have more than one refuse container, the names and/or addresses of the businesses must be visibly located on the container assigned for their use.
    d. Special Charge. If a residential property does not have a residential container for refuse collection for each dwelling unit, the City shall furnish to that residential customer a residential container for each dwelling unit and assess

the cost thereof as a special charge upon the real estate, pursuant to Wis. Stat. § 66.0627(2).

5. Other Collection. Excessive quantities of refuse or refuse not prepared and stored for collection, as provided in Subsection (2) above, shall not be collected by the Department as part of its regular collection services. The owner or occupant of a premises where any such refuse is stored shall be responsible for its disposal. Such owner or occupant may apply to the Department for special collection of any such refuse, including delivery of such refuse to City collection sites. The Director shall promulgate rules governing special collection services and establish fees based upon actual costs for such services.

6. Composting. Yard waste, as herein defined, may be composted on any residential premises for use on the premises. Compost piles or bins shall be well-maintained so as not to pose an attraction or harborage for rodents or otherwise present a health nuisance. Compost piles or bins for composting shall not be located in front of any building or in any required yard under Chapter 12 and one (1) must be at least twenty-five (25) feet from any dwelling unit on the premises or any adjoining premises and at least three (3) feet from any property line. Each pile or bin may occupy a surface area no greater than twenty-five (25) square feet and may not exceed four (4) feet in height. No more than three (3) such piles and/or bins shall be permitted on any premises. Composted material shall be well-aerated so as to be free of offensive or noxious odors. No food waste or other such putrescibles shall be composted.
7. Public Nuisance. Refuse which is prepared or stored on any premises in a manner which creates or may create a public health hazard, safety hazard or blighting condition is hereby declared to be a public nuisance. The Director or Health Commissioner shall order, in writing, the immediate abatement or removal of any such nuisance. If the owner or occupant of the premises fails to comply with such order within the time prescribed, they shall be in violation hereof and the Director or Health Commissioner may cause the immediate abatement or removal of the nuisance. The cost of such abatement or removal by the Director or Health Commissioner may be collected from the owner or occupant of the premises or upon certification by the Director or Health Commissioner, assessed for real estate as other special taxes. Such costs shall be in addition to any forfeiture imposed for violation hereof. [Ord. O-2004-0012, 4/5/2004]
8. General Regulations.
    a. It shall be unlawful for a person to place, throw or leave any solid, infectious or hazardous waste, slop, dirty water or other liquid of offensive odor, or a liquid of a hazardous, flammable or deleterious nature, or other hazardous, nauseous or unwholesome substances, or any dead carcass, animal, fowl, carrion, meat, fish, entrails, manure, offal, refuse matter, rubbish, recyclables, yard waste, tires, ashes, earth, sand or other substances or material of any kind or nature in or upon any sewer, stream, ditch or other watercourse, sidewalk, gutter, street, alley or upon any private premises or public place, park or grounds in the City of West Allis.
    b. It shall be unlawful for a person to allow grass clippings to be discharged or

placed in or upon any sewer, stream, ditch or other watercourse, sidewalk, gutter, street, alley or upon any public place, park or grounds in the City of West Allis, or to store grass clippings on private property in such a manner that the grass clippings yield an offensive or nauseous odor.

c. It shall be unlawful for a person to allow any slop, dirty water, or hazardous, flammable or deleterious liquid or any liquid of offensive odor or of otherwise nauseous or unwholesome character, to flow from any premises into or upon any street, gutter, sidewalk, alley, road or other public ground, or upon any vacant land in the City of West Allis.

d. It shall be unlawful for a person to allow fruit from a tree or a shrub located on such person's premises to drop onto and remain upon any street, gutter, sidewalk, alley, road or other public ground.

e. It shall be unlawful for a person to pick through, sort, scavenge or remove refuse from any premises in the City of West Allis when such refuse is stored in approved containers or otherwise stored for collection in accordance with this ordinance and any applicable Department rules, unless permission has been first obtained from the owner of the premises This prohibition does not apply to city employees engaged in the collection process or enforcement of the provisions of this section.

9. Penalties. Any person violating the provision of this section shall be subject to the penalties provided in Section 7.16 of this chapter.
10. Director to Establish Rules. The Department is hereby designated as the agency to administer the provisions of this section, and the Director shall prepare, promulgate and enforce such additional rules, regulations and conditions required by this section or deemed necessary for its implementation. Such rules, regulations and conditions shall be subject to approval by the Board of Public Works and shall be filed with the City Clerk.
11. Applicability. The requirements of this section apply to all persons within the City of West Allis. All property owners shall ensure that their tenants or occupants comply with this section at the property or properties the owner owns regardless of whether the owner occupies the premises. [Ord. O-2016-0025, 5/3/2016]

~~[Ord. 6129 (repeal and recreate), 10/18/1994; Ord. 6166, 6/20/1995; Ord. 6533 (repeal and recreate), 10/3/2000]~~

SECTION 16: **REPEAL** "7.051 Recycling" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.051 Recycling~~ *(Repealed)*

1. Purpose. The purpose of this section is to promote recycling and resource recovery through the administration of an effective recycling program, as provided in § 287.11 of the Wisconsin Statutes, and Chapter NR 544, Wis. Administrative Code. **[Ord. 6534, 10/3/2000]**
2. Statutory Authority. This section is adopted as authorized under § 287.09(3)(b) of the Wisconsin Statutes. **[Ord. 6534, 10/3/2000]**
3. Abrogation and Greater Restrictions. It is not intended by this section to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this section imposes greater restrictions, the provisions of this section shall apply.
4. Interpretation. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by Wisconsin Statutes, or by a standard in Chapter NR 544, Wis. Administrative Code, and where the section provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Chapter NR 544 standards in effect on the date of the adoption of this section, or in effect on the date of the most recent text amendment to this section.
5. Applicability. The requirements of this section apply to all persons within the City of West Allis. All property owners shall comply or shall ensure that their tenants or occupants comply with this section at the property or properties the owner owns regardless of whether the owner occupies the premises. **[Ord. O-2016-0025, 5/3/2016]**
6. Administration. The Director of Public Works shall administer the provisions of this section.
7. Rules. The Director is hereby authorized to prepare, promulgate and enforce such rules and regulations as may be required or deemed necessary for the administration and enforcement of this section. Such rules and regulations shall be subject to the approval of the Board of Public Works and shall be kept on file in the office of the City Clerk.

8. Definitions. As used in this Section:
    a. "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
    b. "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
    c. "Department" means the Public Works Department.
    d. "Director" means the Director of Public Works or his agents.
    e. "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
        i. Is designed for serving food or beverages.

ii. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
iii. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

f. "HDPE" means high-density polyethylene, labeled by the SPI code #2.
g. "LDPE" means low-density polyethylene, labeled by the SPI code #4.
h. "Magazines" means magazines and other materials printed on similar paper.
i. "Major appliance" means a residential or commercial air conditioner, furnace, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, water heater, boiler or dehumidifier.
j. "Multiple-family dwelling" means a property containing five (5) or more residential units, including those which are occupied seasonally.

k. "Newspaper" means a newspaper and other materials printed on newsprint.
l. "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties, churches, public and parochial education institutions, charitable organizations and, for purposes of this section, includes all mixed-used facilities (properties or buildings housing business and residential units). This term does not include multiple-family dwellings.
m. "Office paper" means high-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. This term does not include industrial process waste.
n. "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
o. "Person" means any person, firm, partnership, association, corporation, company or organization acting as a group or unit, as well as an individual.
p. "PETE" means polyethylene terephthalate, labeled by the SPI code #1.
q. "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

r. "Post-consumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in § 291.01(7) of the Wisconsin Statutes, waste from construction and demolition of structures, scrap automobiles or high-volume industrial waste, as defined in § 289.01(17) of the Wisconsin Statutes. **[Ord. 6534, 10/3/2000]**

s. "PP" means polypropylene, labeled by the SPI code #5.
t. "PS" means polystyrene, labeled by the SPI code #6.
u. "PVC" means polyvinyl chloride, labeled by the SPI code #3.
v. "Recyclable materials" includes lead-acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers,

waste tires; and, bi-metal containers.

w. "Residential properties" means any property containing four (4) or fewer dwelling units and the household activities associated therewith but does not include any community-based residential facility or adult family home. "Residential properties" also includes properties developed as condominiums.

x. "Solid waste" has the meaning specified in § 289.01(33) of the Wisconsin Statutes. **[Ord. 6543, 10/3/2000]**

y. "Solid waste facility" has the meaning specified in § 289.01(35) of the Wisconsin Statutes. **[Ord. 6543, 10/3/2000]**

z. "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

aa. "SPI" means Society of the Plastic Industry.

ab. "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

ac. "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six (6) inches in diameter; however, it does not include stumps, roots or shrubs with intact root balls.

9. Separation of Recyclable Materials. Property owners shall ensure that all tenants and occupants of properties the owner owns comply with this section. Tenants and occupants of residential properties, multiple-family dwellings, and nonresidential facilities and properties shall separate the following materials from post-consumer waste: **[Ord. 6543, 10/3/2000; Ord. O-2016-0025, 5/3/2016]**

a. Lead acid batteries.
b. Major appliances.
c. Waste oil.
d. Yard waste.
e. Aluminum containers.
f. Bi-metal containers.
g. Corrugated paper or other container board.
h. Glass containers.
i. Magazines.
j. Newspaper.
k. Rigid plastic containers made of PETE (#1) and HDPE (#2).
l. Steel containers.
m. Waste tires.

In addition to the separation of the above listed recyclables, nonresidential properties shall also separate office paper from the waste stream.

10. Preparation, Storage, and Collection of Recyclable Materials. Once separated in accordance with Paragraph (9) above, recyclable materials, to the greatest extent possible, shall be clean and kept free of contaminants such as food, oil or grease and

other nonrecyclable wastes. The Department shall collect recyclable materials from residential properties which are prepared and stored as provided in this subsection. Recyclables which are prepared for collection, as described herein, should be screened from public view. Recyclables placed at the curb or alley edge for collection may not be set out before 6:00 p.m. on the day prior to the scheduled day of recyclable collection. The Director may, for a fee listed in the Fee Schedule, pick up recycling containers from another location for any household in which no occupant is physically able to comply with the requirements of this paragraph.

a. Aluminum containers, bi-metal containers, glass containers, rigid plastic containers (SPI code #1-2) and steel containers shall be prepared and stored in a container as approved by the Director and placed at the curb or alley edge on the day of collection.

b. Corrugated paper or other container board shall be flattened, reduced to a size no greater than two feet by two feet (2' x 2'), securely bundled and placed at the curb or alley edge on the day of collection.

c. Magazines and newspaper shall be securely bundled or contained in a typical Kraft (grocery) paper bag and placed at the curb or alley edge on the day of collection.

d. Lead acid batteries will not be removed by the Department. Persons shall dispose of such batteries by returning them to a retail distributor or recycling facility.

e. Major appliances will not be removed by the Department. Persons shall contact a private hauler appropriately licensed by the state for the transfer and disposal of said appliances.

f. Waste oil must be disposed of at an approved waste oil recovery site.

g. Yard waste shall be managed in accordance with the provisions of Section 7.05 of this Chapter.

h. Antifreeze shall be disposed of at a drop-off site designed by the Director.

i. Waste tires may be returned to the retailer or at a drop-off site designated by the Director.

j. The Director shall promulgate rules governing special collection and/or drop-off services and establish fees based upon the actual costs providing such services.

11. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings. Owners or designated agents of multiple-family dwellings shall do all of the following to recycle materials specified in Paragraphs (9)(e) through (l):

a. Provide adequate, separate containers for the recyclable materials.

b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.

c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation,

and a contact person or company, including a name, address and telephone number.

12. Responsibilities of Owners or Designated Agents of Nonresidential Facilities and Properties. Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in Paragraphs (9)(e) through (m), including office paper.
    a. Provide adequate, separate containers for the recyclable materials.
    b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
    c. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
    d. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

13. Prohibitions on disposal of recyclable material separated for recycling. **[Ord. 6143, 12/6/1994]**
    a. No person may dispose of, in a solid waste disposal facility or burn in a solid waste treatment facility, any of the material specified in Paragraphs (9)(e) through (m), which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
    b. This prohibition may be waived by the Director for specific recyclables, if the Wisconsin Department of Natural Resources has granted a variance in accordance with § 287.11(2m) of the Wisconsin Statutes, or NR 544.14, Wisconsin Administrative Code. **[Ord. 6543, 10/3/2000]**
14. Scavenging. **[Ord. 6143, 12/6/1994]**
    a. It shall be unlawful for any person, other than authorized employees of the Department, to pick through, sort, scavenge or remove recyclable materials from a private residential property, when such recyclables are sorted and stored for collection as prescribed in this section.
    b. It shall be unlawful for any person other than those approved by the owner or manager to pick through, sort, scavenge or remove recyclable materials from multiple-family dwellings and/or private nonresidential facilities or properties.
15. Enforcement. **[Ord. 6143 (repeal, recreate & renumber), 12/6/1994]**
    a. For the purpose of ascertaining compliance with the provisions of this section, any authorized officer, employee or representative of the Department may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties and any records relating to recycling activities, which shall be kept confidential, when necessary, to protect proprietary information. No person any refuse access to any authorized officer, employee or authorized representative of the Department, who requests access for purposes of

inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

b. Any person who violates any provision of this section is subject to a forfeiture, as set forth in Subsection (c). The issuance of a citation or summons and complaint shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation or summons and complaint under this section.

c. Penalties for violation of this ordinance may be assessed as follows:

    i. Any person who violates paragraph (13) shall be subject to a forfeiture of fifty dollars ($50) for the first violation, two hundred dollars ($200) for a second violation, and not more than two thousand dollars ($2,000) for a third or subsequent violation.

    ii. Any person who violates a provision of this section, except paragraph (13), shall be subject to a forfeiture of not less than ten dollars ($10) nor more than one thousand dollars ($1,000) for each violation.

    iii. Each and every day that a violation continues constitutes a separate offense.

    iv. In addition to the forfeiture, the costs of prosecution shall be imposed; and, in default of payment of said forfeiture and costs, punishment shall be suspension of the defendant's operating privilege, pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes, or by imprisonment in the Milwaukee County House of Correction or Milwaukee County Jail until payment of the forfeiture and costs, but not in excess of the number of days set forth in sec. 800.095(4) of the Wisconsin Statutes.

~~**[Ord. 6114, 8/2/1994]**~~

SECTION 17: **REPEAL** "7.055 Waste Oil Receptacle Regulations" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.055 Waste Oil Receptacle Regulations~~ *(Repealed)*

1. Authority of Department. The Director of Public Works may, with the approval of the Board of Public Works, from time to time establish appropriately sited and equipped locations for the depositing of used or waste motor oil for the purposes of disposal of the same.
2. Regulations for Use of Disposal Site.
    a. Only waste motor oil shall be deposited for disposal at such sites. Other forms of grease or fat shall not be disposed of at such sites.

b. All waste oil deposited for disposal at such sites shall be deposited within the receptacle provided. The leaving of waste oil at the disposal site in containers other than the receptacle provided shall be prohibited.
c. No person shall spill or cause to be spilled any waste motor oil on the ground, either at such waste oil disposal site or anywhere else in the City of West Allis.

3. Violations of this section shall be punished, as provided by Section 7.16(d) of the Revised Municipal Code.

SECTION 18: **REPEAL** "7.06 Noxious Chemicals" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.06 Noxious Chemicals~~ *(Repealed)*

1. Use of Buildings Regulated. It shall be unlawful to construct, erect or rebuild any building, structure or factory in the City to be used for the purpose of manufacturing or compounding odd chemicals, extracts or any other substances which give off or emit any nauseous or offensive odors or smells, unless a permit therefor is first obtained, as herein provided.
2. Building Permit Required. Application for a permit is to be made to the Building Inspector, who shall issue a permit upon satisfactory proof being filed in his office that all the requirements of the municipal building, electrical, wiring, heating, ventilating and plumbing codes are duly met, and that the safety requirements of the Industrial Commission of the State of Wisconsin are complied with. The Building Inspector shall have the power to impose such additional safeguards and requirements as he deems necessary and advisable to properly protect the inhabitants of the City.
3. Storage Prohibited. It shall be unlawful to use any structure, building or factory in the City for the storing of nitric, sulphuric or other acids or chemicals which emit fumes or vapors injurious to health and comfort of the inhabitants of the City.

SECTION 19: **REPEAL** "7.07 Heating Of Occupied Buildings" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.07 Heating Of Occupied Buildings~~ *(Repealed)*

1. Minimum Room Temperatures.
   a. Every owner or manager of any apartment, hotel, flat or other building, which is leased or rented for residential occupancy (living and sleeping) within the

City, shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat for a minimum temperature of 70° Fahrenheit at a distance three (3) feet above floor level whenever the outside temperature shall fall below 50° Fahrenheit.

b. Every owner or manager of hospitals, day care centers, nursing homes, elementary schools or natatoriums within the City shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat to comply with Section Ind. 64.05, Wisconsin Administrative Code.

c. Every owner or manager of any building which is leased or rented for any other purpose within the City shall and is hereby directed to maintain, or to otherwise make available for optional use by any tenants or occupants, sufficient heat for a minimum temperature of 63° Fahrenheit at a distance three (3) feet above floor level whenever the outside temperature shall fall below 50° Fahrenheit, except that factories, machine shops, printing establishments and garages shall maintain sufficient heat for a minimum temperature of 56° Fahrenheit.

2. Enforcement by Health Commissioner. It shall be the duty of the Health Commissioner of the City or his duly authorized agents to investigate all complaints pertaining to this section and to prosecute all violations thereof.
3. Emergencies. When emergency conditions are found to exist, the Health Commissioner may, subject to the approval of the Common Council, establish such revisions thereto as he shall deem reasonable and necessary to alleviate any such emergency. Actions under this section shall, when appropriate, take into account the applicable provisions of the state and federal governments, including Section Ind. 64.05, Wisconsin Administrative Code.

SECTION 20: **REPEAL** "7.08 Slaughter Houses And Slaughtering" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.08 Slaughter Houses And Slaughtering~~ *(Repealed)*

1. Slaughter Houses Prohibited. No person, firm or corporation shall keep or maintain any slaughterhouse within the limits of the City.
2. Slaughtering Prohibited. No person, firm or corporation shall slaughter or cause to be slaughtered, within the limits of the said City, any cow, steer, calf or beef cattle, pig, hog, sheep or lamb.

SECTION 21: **REPEAL** "7.09 Sale Of Meat" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.09 Sale Of Meat~~ *(Repealed)*

1. Inspections. No meat, sausage or meat product of any kind used for human consumption shall be sold or offered for sale in the City which has not been slaughtered or processed in a slaughter house regularly inspected by the Federal Bureau of Animal Industry or in a slaughter house subject to regulations and inspections equivalent thereto, and does not bear the stamp of the Bureau or the Inspection Department on each primal part, package or container thereof. The Health Commissioner shall determine what constitutes equivalent regulations and inspections. No unwholesome or tainted meat shall be offered for sale or sold in the City. The Health Commissioner may reject, condemn and seize any and all meat which does not bear the stamp of an inspector of the Federal Bureau of Animal Industry or an equivalent thereto and may condemn and seize any tainted, unwholesome or uninspected meat.

2. Processing of Wild Game. It shall be unlawful for any person, firm or corporation operating a food establishment to cut and process wild game, or to have in their possession any wild game with intent to cut and process such game, unless the following requirements are met:
    a. Storage is provided in a compartment refrigerated at or below 40° F. from receipt of wild game until delivery. Such refrigerated storage and the cutting and processing of wild game shall be in a compartment separate and distinct from any compartment used for the storage or processing of any other food products; and,
    b. All equipment and utensils used for cutting and processing wild game shall be cleansed before use in connection with other food products.
3. Smoked Fish. No person, firm or corporation shall sell or offer for sale any smoked fish which has been processed more than seven (7) days previously. Unless the date of processing is conspicuously posted at the point of sale, it shall be conclusively presumed that the fish were processed more than seven (7) days previously.

SECTION 22: **REPEAL** "7.10 Food Products Regulations" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.10 Food Products Regulations~~ *(Repealed)*

1. Authority of Health Officer. The health officer of the City is authorized to make, promulgate and enforce such rules and regulations relative to the manufacture, storage, display, sale, handling and transportation of food and food products as may be necessary to fully protect the same from contamination or other unhealthful or unsanitary conditions.
2. Inspection of Premises. The health officer of the City or his duly authorized agent may enter and examine the premises of any bakery, confectionery, cannery, packing house, candy factory, ice cream factory, ice factory, restaurant, hotel, coffee house, chop house, tea room, grocery, meat market, sausage factory, delicatessen store or other place in which food is prepared, produced, manufactured, packed, stored or served for sale, or any basket, wagon or other vehicle, hand steamer or street stand from which food is vended or peddled.
3. Merchandise Display on Sidewalks. It shall be unlawful for the occupant of any store or place of business in the City to occupy, for the purpose of exhibiting merchandise, any part whatsoever of the public sidewalk in front or adjoining such place of business. "Public sidewalk" is defined to include the entire area dedicated as and for a public sidewalk, including both paved and unpaved portions; provided, however, that upon written application, the Common Council may allow such use of the public sidewalk by special permit. Such special permit shall specify the date, time and place allowed for such use of the public sidewalk and whatever further regulations, terms and conditions may be appropriate for the protection of health and safety. **[Ord. 6434, (deleted 7.11), 5/4/1999]**

SECTION 23: **REPEAL** "7.12 Animals, Fowls And Birds" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.12 Animals, Fowls And Birds~~ *(Repealed)*

1. Keeping of Certain Animals Prohibited. **[Ord. 6158, 4/18/1995; Ord. O-2015-0014, 2/17/2015]**
    a. Definitions.
        i. Wild Animal. Those species of animal that are not typically domesticated by humans and usually live in nature. Wild animals include, but are not limited to, animals belonging to any or all of the following orders and families.
            (1) Class Mammalia.
                (A) Order Chiroptera (bats).
                (B) Order Artiodactyla (e.g., hippopotamuses, giraffes, camels, deer, cattle, swine, sheep, goats, alpaca, and

llama).

(C) Order Carnivora.

(a) Family Felidae (e.g., lions, tigers, cougars, leopards, ocelots, servals), but not domestic cats.

(b) Family Canidae (e.g., wolves, wolf-dog hybrids, coyotes, foxes, jackals), but not domestic dogs.

(c) Family Ursidae (e.g., bears).

(d) Family Mustelidae (e.g., weasels, skunks, martens, minks, wild ferrets), but not the domestic ferret species, mustela putorius furo.

(e) Family Procyonidae (e.g., raccoons, coatis).

(f) Family Hyaenidae (e.g., hyenas).

(g) Family Viverridae (e.g., civets, genets).

(h) Family Mephitidae (e.g., skunks).

(i) Family Herpestidae (e.g., mongooses).

(D) Order Edentata (e.g., anteaters, armadillos, sloths).

(E) Order Marsupialia (e.g., opossums, kangaroos, wallabies), except sugar gliders.

(F) Order Perissodactyla (e.g., rhinoceroses, tapirs, horses, donkeys).

(G) Order Primates (e.g., lemurs, monkeys, chimpanzees, gorillas), except humans.

(H) Order Proboscidea (e.g., elephants).

(I) Order Rodentia (e.g., squirrels, beavers, porcupines, prairie dogs), but not guinea pigs, rats, mice, gerbils and hamsters.

(2) Class Reptilia.

(A) Order Squamata.

(a) Family Helodermatidae (e.g., Gila Monsters and Mexican beaded lizards).

(b) Family Varanidae (e.g., monitor lizard).

(c) Family Elapidae (e.g., coral snakes, cobras, mambas).

(d) Family Viperidae (e.g., copperheads, cottonmouths, rattlesnakes).

(e) Subfamily Atractaspidinae (e.g., burrowing asps).

(B) Order Crocodilia (e.g., crocodiles, alligators, caimans, gavials).

(C) Any constricting snake greater than four (4) feet in length or twenty (20) pounds in weight.

(D) Any venomous snake.

(3) Class Aves.

(A) Order Falconiformes (e.g., eagles, hawks, vultures).

(B) Order Rheiformes (e.g., rheas).

(C) Order Struthioniformes (e.g., ostriches).

(D) Order Casuariiformes (e.g., cassowaries and emus).

(E) Order Strigiformes (e.g., owls).

(F) Order Galliformes (e.g., turkeys, chickens).

(G) Order Anseriformes (e.g., ducks, geese).

(4) Class Arachnida.

(A) Order Scorpiones.

(B) Any of the following members of Order Araneae, Family Theridiidae:

(a) Argentina red widow spider: Latrodectus coralinus.

(b) Brown widow spider: Latrodectus geometricus.

(c) Red-black widow: Latrodectus hasselti.

(d) Red widow spider: Latrodectus bishop.

(e) Black widow spider: Latrodectus mactans.

(f) Western widow: Latrodectus Hesperus.

(C) Brown recluse spider: Loxosceles reclusa.

(5) Class Chilopoda.

(A) Any of the following members of Order Scolopendromorpha, Family Scolopendridae:

(a) Amazon giant banded centipede: Scolopendra giganea.

(b) Arizona Tiger Centipede: Scolopendra viridis.

(c) Florida keys centipede: Scolopendra alternans.

(B) Any other venomous chilopoda that is not native to Wisconsin.

(6) Any species of the class Insecta that is not native to Wisconsin.

(7) Any federal or state endangered or threatened species.

ii. Person. Any person, firm, partnership, association, corporation, company, or organization of any kind.

iii. Possess. To own, possess, keep, harbor, or have custody or control of an animal.

b. Intent. It is the intent of the City of West Allis to protect the public against health and safety risks that wild animals pose to the community. By their very nature, wild animals are potentially dangerous and do not adjust well to a captive environment.

c. Possession of Wild Animals. No person shall possess a wild animal.

i. Exceptions. This subsection shall not apply to institutions accredited by the American Zoo and Aquarium Association, licensed veterinarians, licensed veterinary hospitals or clinics, licensed circuses, licensed or accredited research or medical institutions, licensed or accredited educational institutions, an animal certified as having been specially trained to assist an individual with a disability, any government-owned or -operated facility, volunteers working on behalf of a government-owned or -operated facility, a person with a valid federal permit to possess a particular wild animal, or a person temporarily transporting a wild animal through the City if the transit time is not more than twenty-four (24) hours and the wild animal is at all times maintained within a confinement sufficient to prevent the wild animal from escaping.

ii. Registration. Any person that meets the exceptions listed in Subsection **(1)(c)** 1 shall register each wild animal that he/she possesses and is kept within the City of West Allis with the Health Commissioner.

iii. Escape. If a wild animal escapes the possession of a person, the person shall notify the West Allis Police Department immediately of the following information: the type of wild animal; a description of the wild animal, including size, color, and name of the animal; the nature of how the wild animal escaped; the name and address of the wild animal's owner or custodian; and the location and time where the wild animal was last observed. If the wild animal returns to the possession of a person after notification to the West Allis Police Department, the person shall notify the West Allis Police Department immediately that the wild animal has returned to the person's possession.

(1) Costs. Upon the escape of a wild animal, any person possessing such wild animal shall be responsible for the costs of the capture or destruction of the wild animal and any City response to the report of escape.

d. Keeping of Ferrets. All domestic ferrets kept or harbored in the City of West Allis shall be vaccinated against rabies in compliance with the Compendium of Animal Rabies Control of the National Association of State Public Health Veterinarians. Upon request by a law enforcement officer or employee of the West Allis Health Department, the person owning or keeping the ferret shall demonstrate proof of vaccination.

2. Keeping of Rabbits. **[Ord. 6158, 4/18/95; Ord. O-2015-0014, 2/17/2015]**

a. Rabbits shall be kept in compliance with the provisions of this subsection. The keeping of more than two (2) adult rabbits in any outside or yard area of any dwelling or any building structure accessory thereto is prohibited. For purposes of this ordinance rabbits shall not be considered adults until they have reached the age of five (5) months.

b. The Health Commissioner may grant exceptions to the number of rabbits allowed in Subsection (2)(a) on a case-by-case basis upon written application. The Health Commissioner's decision to grant or deny an exception shall be based upon the number of rabbits to be kept; the reason(s) for the request; an informal survey of neighborhood residents; and any other factors the Health Commissioner deems relevant.

c. Persons to whom an exception is granted are required to obtain a rabbit permit from the Health Department. The cost shall be listed in the Fee Schedule, and the permit shall be for one (1) calendar year. Permits may be revoked or denied renewal for cause. The revocation procedure shall be the same as set forth in Section 9.51 of this Code. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to rabbit health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay the fee listed in the Fee Schedule.

d. Appeals of the decision of the Health Commissioner shall be submitted in writing to the Public Safety Committee of the Common Council within thirty (30) days of notification of the Health Commissioner's decision. The Public Safety Committee shall schedule a hearing on the matter within thirty (30) days of receiving the appeal. The hearing shall be conducted as set forth in Wis. Stat. Section 68.11. The Public Safety Committee shall issue a written decision within twenty (20) days of completion of the hearing, and a copy of the decision shall be mailed to the appellant. The Public Safety Committee's decision shall be the final determination.

3. Cruelty to Animals Prohibited.

a. Cruelty Prohibited. No person shall cruelly beat, frighten, overburden or abuse any animal or bird, or use any device or chemical substance, except in connection with efforts to control species determined by the Health Commissioner to be a public health hazard or nuisance, if pain, suffering or death may be caused. Reasonable force, however, may be used to drive off vicious or trespassing animals.

b. Improper Transport, Abandonment Prohibited. No person shall carry or transport in any vehicle or over any street, alley, sidewalk or public ground in the City any animal or bird so tied and placed as to inflict torture thereto, nor shall animals be abandoned for any reason within the City.

c. Food and Water. No person owning or having custody of any animal or bird shall neglect or fail to provide it with necessary nourishing food at least once daily and provide a constant supply of clean water to sustain the animal or bird in good health.

d. Proper Shelter Required. No person shall fail to provide any animal or bird in his charge with shelter from inclement weather to insure the protection and comfort of the animal or bird. When sunlight is likely to cause overheating or discomfort to any animal or bird, shade shall be provided by natural or artificial means to allow protection from the direct rays of the sun. Dogs and

cats kept outdoors for more than one hour at a time must be provided with moisture-proof and windproof shelter of a size which allows the animal to turn freely and to easily sit, stand and lie in a normal position and to keep the animal clean, dry and comfortable. Automobiles or garages shall not be used as animal shelters, except that during winter months a dog house may be placed inside a garage for shelter. Whenever the outdoor temperature is below 40° Fahrenheit, clean bedding material shall be provided in such shelters for insulation and to retain the body heat of the animal.

e. Leashes. Chains, ropes or leashes shall be so placed or attached that they cannot be entangled with another animal or object, and shall be of sufficient length in proportion to the size of the animal to allow the animal proper exercise and convenient access to food, water and shelter. Such leash shall be located so as not to allow such animal to trespass on public property or private property belonging to others nor in such a manner as to cause harm or danger to persons or other animals.

f. Enforcement. This section and sections 7.121 (Dogs and Dog Licenses), 7.122 (Cats and Cat Licenses), 7.123 (Animal Fancier Permit), and 9.61 (Animal Sales and Services License) may be enforced by the Health Commissioner, law enforcement (police) officers, or the Animal Control Officers of the Milwaukee Area Animal Domestic Control Corporation. **[Ord. O-2003-0055, 8/5/2003]**

4. Waste Products and Fecal Accumulations. The owner or person in charge of any animal shall not permit solid fecal matter of such animal to be deposited on any street, alley or other public or private property, unless such fecal matter is immediately removed therefrom by said owner or person in charge. At all times when an animal is exercised away from the premises of the owner or person in charge, that individual shall have available for use, and prominently displayed, an appropriate device for removing, containing and transporting feces which may be deposited, until such feces can be properly disposed of by wrapping and placing them into an appropriate refuse container. The owner or person in charge of any private property shall not permit solid fecal matter of animals to accumulate on such property, including the space between the street or curb and the sidewalk adjacent to such property, for a period in excess of twenty-four (24) hours.
5. Animal Bites.
    a. Whenever a dog, cat or other domesticated animal, or wild animal held captive, bites a person within the City of West Allis, and such bite penetrates or lacerates the skin of the person bitten, such dog, cat, other domesticated animal or wild animal held captive, shall be restricted to the premises of its owner, if within the City, or to a veterinarian's care within Milwaukee County, as a suspect rabies case for a period of ten (10) days.
    b. If during the restricted time, said animal shows signs of illness, lameness or paralysis, the owner or veterinarian shall immediately report such condition to the West Allis Health Department.

c. During the restricted period, said animal shall not be removed from the restricted premises except to be placed under a veterinarian's care. No such animal shall be placed back into community living before it has been inspected and released by the West Allis Heath Department. If the animal has spent the ten (10) day confinement period in the care of a veterinarian, upon its release, a veterinarian's report regarding the disposition of said dog shall be made to the West Allis Health Department.

d. In the case of an animal bite, the Health Commissioner may issue such other rules and orders which, in his judgment, are necessary to safeguard the health and welfare of any person suffering an animal bite.

6. Elimination of Pigeon Harborages.

a. Homeless pigeon harborages are hereby declared to constitute a public nuisance.

b. Homeless pigeon harborages shall mean any place where pigeons, which do not wear any type of ownership identification tag or band, or are not confined in an escape proof cage or pen, are permitted to live, gather or nest.

c. It shall be the duty of the owner of any premises in the City, or his agent, to make such premises reasonably pigeon proof to prevent such premises from being a homeless pigeon harborage.

d. In all cases where the Health Commissioner finds a homeless pigeon harborage existing, he shall serve upon the owner of such premises, or his agent, an order requiring such owner or agent, within ten (10) days of receipt of said order, to eliminate such harborage and to take whatever steps are deemed necessary by the Health Commissioner to prevent its recurrence, including the covering of openings, eaves or other places in any building with appropriate wire screenings or other suitable material to prevent pigeons from entering into such building or gathering or nesting thereon. In the event such owner or agent shall neglect or refuse to comply with such order to the satisfaction of the Health Commissioner, such owner or agent shall be subject to the penalties provided for violation of this section; and, in addition, the Health Commissioner may cause the elimination work to be done and the cost thereof shall be assessed against the real estate involved as a special tax and collected as are other special taxes.

7. Pigeon Keeping. **[Ord. 6171, 6/20/1995]**

a. Definitions. As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning is intended:

i. "Pigeon" means a member of the family Columbidae, and shall include "Racing Pigeons," "Fancy Pigeons" and "Sporting Pigeons," as defined in this section.

ii. "Racing Pigeon" means a pigeon which, through selective breeding, has developed the distinctive characteristics as to enable it to return to its home after having been released a considerable distance therefrom, and which is accepted as such by the American Racing Pigeon

Union, Inc., or the International Federation of Racing Pigeon Fanciers. Also, commonly known as Racing Homer, Homing Pigeon or Carrier Pigeon.

iii. "Fancy Pigeon" means a pigeon which, through selective breeding, has developed certain distinctive physical and performing characteristics as to be clearly identified and accepted as such by the National Pigeon Association, the American Pigeon Club or the Rare Breeds Pigeon Club. Examples: Fantails, Pouters, Trumpeters.

iv. "Sporting Pigeon" means a pigeon which, through selective breeding, has developed the ability to fly in a distinctive manner, such as aerial acrobatics or endurance flying. Examples: Rollers, Tipplers.

v. "Loft" means a structure for the keeping or housing of pigeons which is located inside a house or garage.

vi. "Mature Pigeon" means a pigeon aged six (6) months or older.

vii. "Owner" means the person who keeps or has the care, custody or control of a pigeon or pigeons.

b. Conditions for Keeping of Pigeons. The keeping, breeding, maintenance and flying of pigeons shall be permitted, on the following conditions:

i. The loft shall be of such sufficient size and design and constructed of such material, that it can be maintained in a clean and sanitary condition.

ii. There shall be at least one (1) square foot of floor space in any loft for each mature pigeon kept therein.

iii. The construction and location of the loft shall not conflict with the requirements of any Building Code or Zoning Code of the City.

iv. All feed for said pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.

v. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the City.

vi. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and, at no time shall pigeons be allowed to perch or linger on the buildings or property of others.

vii. All pigeons shall be fed within the confines of the loft.

viii. No one shall release pigeons to fly for exercise, training or competition, except in compliance with the following rules:

(1) The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood.

(2) Pigeons will not be released for flying within four (4) hours of feeding.

ix. No owner may have more than twenty-five (25) pigeons in a residentially zoned area.

x. No person may own any type of pigeon other than those defined in sec. 7.12(7)(a).

c. Pigeon Permit. Any person owning a pigeon in the City of West Allis shall first obtain a permit. The Health Commissioner may issue an original or renewal pigeon permit upon submission of a completed application, payment of a fee listed in the Fee Scheduleand inspection and approval of the premises for which the permit is to be issued. As part of the inspection process, the Health Commissioner shall conduct an informal survey of neighborhood residents to determine their concerns, if any, regarding pigeons being kept in the area. All permits shall expire on March 31, following the date of issuance, unless sooner revoked for cause. permit may be issued for any premises upon which three (3) or more dwelling units are located. Any permittee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to bird health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a reinspection fee listed in the Fee Schedule.

d. Right of Entry for Inspection. The Health Commissioner or his designee may enter and inspect any property or loft at any reasonable time for the purpose of investigating either an actual or suspected violation or to ascertain compliance or noncompliance with this ordinance.

e. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

8. Feeding of Wild Animals. **[Ord. O-2010-0017, 5/18/2010; Ord. O-2011-0080, 2/21/2012]**

a. Definitions.

i. As used in this section, "feeding" means to place any material to feed or attract animals in or from the wild.

ii. As used in this section, "wild animal" is defined as any nondomesticated animal that lives in nature, including, but not limited to squirrels, raccoons, and deer.

b. The feeding of wild animals is prohibited in the City of West Allis.

c. This subsection shall not apply to wild birds. Feeding of wild birds shall be done in a manner to ensure that other wild animals are unable to access the bird feed. Premises upon which bird feed is provided shall be cleaned at least once during each twenty-four-hour period to remove food material that has fallen to the ground. The Health Commissioner or his/her designee may order

a property owner/occupant to cease the feeding of wild birds if an inspection reveals that evidence of rat activity is present on the property where bird feeding is occurring or on an adjacent property within three hundred (300) feet of the property line where rat activity is present. Such order shall be mailed or served in person to the property owner(s) of the affected properties and posted in a conspicuous place on the affected properties. Any person who continues to feed wild birds after receiving such an order shall be subject to the penalties in Section 7.16. Any person affected by the order may petition the Health Commissioner to lift the order if sixty (60) days have passed since the issuance of the order and the person can demonstrate to the Health Commissioner or his/her designee that no rat activity exists on the property. **[Ord. O-2014-0020, 4/1/2014]**

d. This subsection shall not apply to feeding a cat by a person who relinquished possession of that cat in accordance with WAMC 7.122(1)(a), but only if the feeding takes place under direct observation of the person feeding the cat between the hours of sunrise and sunset.

9. Dogs Prohibited at Rogers Playground. **[Ord. O-2011-0015; 5/17/2011]**
   a. No person shall allow any dog to enter or remain at the Rogers Playground, located at South 56th Street and West Rogers Street in the City of West Allis.

SECTION 24: **REPEAL** "7.121 Dogs And Dog Licenses" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.121 Dogs And Dog Licenses~~ *(Repealed)*

1. Licenses for Dogs.
   a. Any person owning, keeping or harboring a dog more than five (5) months of age on January 1 of any year, shall annually, or within thirty (30) days from date such dog becomes five (5) months of age, pay in a manner provided by the City Treasurer, a dog license fee in obtaining a license for such dog.
   b. The yearly license fee shall be listed in the Fee Schedule, with separate fee amounts for each neutered male dog, each spayed female dog, and each dog not neutered or spayed, except dogs kept in a kennel licensed under the provisions of Sec. 174.053, Wis. Stats., and dogs exempt under Sections 174.054 to 174.055, Wis. Stats. The Fee Schedule shall separately list fees for any dog that became five (5) months of age after July 1 of the license year. The provisions of this subsection notwithstanding, whenever the Milwaukee Area Domestic Animal Control Commission (MADACC) shall declare an amnesty period for late dog license fee charges, the fee, if any, set by MADACC shall apply for the period of the amnesty.

c. In the event that a license tag issued for a dog shall be lost, the owner may obtain a duplicate tag upon payment of the amount listed in the Fee Schedule.
d. Upon payment of the required dog license fee, the City Treasurer shall execute and issue to the owner a license and a durable tag with an identifying number, county in which issued and the license year. The license year shall commence on January 1 and end the following December 31.
e. Dogs must wear identification tags at all times when off the premises of the owners, except when participants in an organized show or training situation. The fact that a dog is without a license attached to its collar shall be presumptive evidence that the dog is unlicensed.
f. The City Treasurer shall assess and collect an additional fee listed in the Fee Schedule where such owner has failed and neglected to obtain a license prior to April 1, or within thirty (30) days after the dog has reached licensable age, and all monies so received or collected by any collecting officer shall be paid to the City Treasurer as revenue to the City of West Allis.
g. The City Treasurer shall not issue such dog licenses described above without proof of proper rabies shots. The City Treasurer shall not issue a new dog license for a neutered or spayed dog without proof of alteration.

2. Keeping of More Than Two Dogs Prohibited. **[Ord. O-2012-0039, 11/20/2012]**
   a. Except as provided in Section 7.123 of this Code, no person shall harbor, keep, raise or maintain at any time more than two (2) dogs per building or dwelling unit in the City; provided, however, that for the purposes of this ordinance, puppies shall not be considered dogs until after they have reached the age of five (5) months.
   b. A service dog, as defined in Wisconsin Statute Section 951.01(5), shall not be counted for purposes of this section if such dog is kept at a building or dwelling unit to assist a person also living at such building or dwelling unit.
3. Leash Required. Any person who owns, harbors or keeps a dog shall lead the dog with a leash of suitable strength measuring not more than 6 feet in length when the dog is located on a street, sidewalk, or alley, school grounds, a public park, or other public grounds or on private property without the permission of the owner or person in lawful control of the property. This provision does not apply to property designated by the City as a dog park.

SECTION 25: **REPEAL** "7.122 Cats And Cat Licenses" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.122 Cats And Cat Licenses~~ *(Repealed)*

1. Licenses for Cats.
   a. Any person owning, keeping or harboring a cat more than five (5) months of

age on January 1 of each year, shall annually or within thirty (30) days from the date such cat becomes five (5) months of age, pay, in a manner provided by the City Treasurer, a cat license fee and obtain a license for such cat. A person is not required to license a cat if all the following applies:

i. The person took custody of an abandoned or stray cat on their property,
ii. The person delivered the cat to an entity contracting with the City under Wis. Stat 173.15 (1),
iii. The entity released that cat under Wis. Stat. 173.23(1m)(a) to the same person who took custody of it,
iv. The person paid the full cost of custody, care, vaccination, microchip implanting, spay or neuter surgery, and any other treatment prior to the entity releasing the cat to that person,
v. The person relinquishes possession of the cat on the same parcel where the person took custody of it, and
vi. No other cat has been released on the parcel.

b. The yearly license fee shall be listed in the Fee Schedule, with separate fee amounts for each neutered male cat, each spayed female cat, and each cat not neutered or spayed. The Fee Schedule shall separately list fees for any cat that became five (5) months of age after July 1 of the license year. The provisions of this subsection notwithstanding, whenever the Milwaukee Area Domestic Animal Control Commission (MADACC) shall declare an amnesty period for late cat license fee charges, the fee, if any, set by MADACC shall apply for the period of the amnesty.
c. In the event that a license tag issued for a cat shall be lost, the owner may obtain a duplicate tag upon payment of the amount listed in the Fee Schedule.
d. Upon payment of the required cat license fee, the City Treasurer shall execute and issue to the owner a license and a durable tag with an identifying number, county in which issued and the license year. The license year shall commence on January 1 and end the following December 31.
e. Cats must wear identification tags at all times when off the premises of the owners, except when participating in any organized show or training situation. The fact that a cat is without a license attached to its collar shall be presumptive evidence that the cat is unlicensed.
f. The City Treasurer shall assess and collect an additional fee listed in the Fee Schedule where such owner has filed and neglected to obtain a license prior to April 1, or within thirty (30) days after the cat has reached licensable age, and all monies so received or collected by any collecting officer shall be paid to the City Treasurer as revenue to the City of West Allis.
g. The City Treasurer shall not issue such cat licenses described above without proof of proper rabies shots. The City Treasurer shall not issue a new cat license for a neutered or spayed cat without proof of alteration.

2. Keeping of More than Four Cats Prohibited. Except as provided in Section 7.123 of this Code, no person shall harbor, keep, raise or maintain at any time more than four

(4) cats per building or dwelling unit in the City; provided, however, that for the purposes of this order, kittens shall not be considered cats until after they have reached the age of five (5) months.

3. Cats Running at Large.
    a. Running at large prohibited; definition. No owner or keeper shall permit any cat to run at large on the public streets, alleys, public grounds or parks within the City. A cat shall not be deemed at large if accompanied by or under the control of any person. A cat shall not be deemed at large if the person took custody of a that cat as an abandoned or stray animal and relinquished possession of the cat in accordance with sub. (1)(a). No person shall permit any such animal to escape or go upon any sidewalk, parkway or private lands or premises without the permission of the owner of such premises.
    b. Police to apprehend and confine. The Chief of Police shall designate an officer to apprehend, with the cooperation of the Milwaukee Area Domestic Animal Control Commission, any cats running at large on the streets, alleys, public grounds or parks of the City and shall confine such cats when apprehended in such place as may be provided by the Milwaukee Area Domestic Animal Control Commission. **[Ord. 6524 (repeal & recreate) 7/5/2000; Ord. O-2008-0041, 9/18/2008]**

    c. Disposition of unclaimed cats. The possession of any licensed cat so seized or impounded may be obtained by the owner upon payment of the fee listed in the Fee Schedule to the City of West Allis, plus the daily boarding fee to the Milwaukee Area Domestic Animal Control Commission, for keeping the cat for each day or fraction thereof during which the cat was impounded. The possession of any unlicensed cat may be obtained by the owner after obtaining a license and paying the fee provided herein. If any cat has been impounded for seven (7) days and has not been reclaimed by its owner, the cat may be disposed of by the Milwaukee Area Domestic Animal Control Commission in the most humane manner. **[Ord. 6524 (repeal & recreate) 7/5/2000]**

SECTION 26: **REPEAL** "7.123 Animal Fancier Permit" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.123 Animal Fancier Permit~~ *(Repealed)*

1. Animal Fancier Defined. "Animal fancier" is any person in a residential dwelling unit

who shall keep, harbor, raise or possess any combination of more than two (2) dogs over the age of five (5) months and/or four (4) cats over the age of five (5) months, to a maximum of four (4) dogs and/or six (6) cats.

2. Permit Required. The Health Commissioner may issue an original or renewal animal fancier permit upon submission of a completed application, payment of the fee listed on the Fee Schedule and inspection of the premises for which the permit is to be issued. All permits shall expire on December 31 following the date of issuance, unless revoked for cause prior to that date. The late fee listed on the Fee Schedule shall be paid whenever the annual fee for a renewal is paid on or after April 1 oroflaterthe permit year. No permit may be issued for any premises upon which three (3) or more dwelling units are located. The cost for a duplicate permit shall be listed in the Fee Schedule.
3. Conditions for Issuing and Maintaining of Permit. Upon application for issuance or renewal, an inspection shall be made to determine compliance with the following provisions:
    a. All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
    b. The quarters in which the animals are kept shall be maintained in a clean condition and good state of repair.
    c. Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
    d. Food supplies shall be stored in rodent-proof containers. Food and water containers shall be kept clean.
    e. Litter and/or bedding material shall be changed as often as necessary to prevent odor nuisance.
    f. Feces shall be removed daily from yards, pens and enclosures, and shall be wrapped and stored in tightly covered metal containers until final disposal. Exception may be made for feces which are properly composted in a manner which creates no vermin, odor or aesthetic nuisance.
    g. Yards, pens, premises and animals shall be kept free of insect infestations.
    h. No nuisance caused by odor, noise or animals running at large shall be permitted.
4. Revocation of Permit. The Health Commissioner may revoke an animal fancier permit for serious and/or repeated noncompliance with the provisions of this section. Appeal of revocation shall be made in writing to the Common Council and execution of the revocation shall be stayed pending action by the Council.
5. Reinspection Fees. Any licensee or applicant that requires a reinspection during the licensing year due to the Health Department finding a violation of this section, or state statute or state regulation relating to animal health or sanitation, or finding a health nuisance, as defined in Section 7.03 of the Revised Municipal Code, shall pay a reinspection fee as listed in the Fee Schedule.

SECTION 27: **REPEAL** "7.127 Containment Of Dogs" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.127 Containment Of Dogs~~ *(Repealed)*

1. Definitions.
    a. Unless otherwise noted in this section, all words and phrases have the same meaning as those found in WAMC 7.125(1).
    b. "City Officer" means a City employee working within his or her official capacity.
    c. "Electric Fence" means an electrical system, whether by underground wire or a wireless perimeter, that is designed to keep a pet or other domestic animal within a set of predefined boundaries by using an audible tone, mild electric shock, vibration, and/or similar means, and without the use of an actual physical barrier. An electric fence shall not be sufficient to comport with the requirements of WAMC 7.125(3)(a).

    d. "Public Right-of-Way" means all of the area dedicated to public use existing between property lines adjacent thereto and is intended to include, but not limited to, roadways, streets, parkways, alleys and sidewalks.
2. Dogs Running At Large. Wis. Stat. 174.042, as it may be amended in the future, is hereby adopted as though fully set forth herein.
3. Containment of Dogs via Electric Fence. Any dog owner who utilizes an electric fence to help contain a dog is required to install, place, or maintain the electronic fence boundary at a distance of at least three (3) feet from any public right-of-way to ensure a safe distance between pedestrians and the dog.
4. Penalty. Any person who violates any part of this section shall forfeit for each violation an amount as indicated in Subsection 7.16, plus the costs of prosecution necessitated by enforcement of this subsection. Every day that any violation of this section continues shall be deemed a separate offense.
5. Exemptions. Any dog owner who has installed an electric fence prior to the enactment of this ordinance shall be exempt from the requirements of this section. In order to utilize this exemption to a violation of this section, a dog owner who utilizes an electric fence to contain a dog must provide documentation to the requesting City officer or City Clerk's office, which memorializes the date of installation of the electric fence. Failure to provide documentation will result in this exemption being void. Any alteration, additions, upgrades, or improvements made to the electric fence after the date of enactment of this section shall void this exemption and require the dog owner to comply with the requirements of this section.

SECTION 28: **REPEAL** "7.128 Rabies Control Program" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.128 Rabies Control Program~~ *(Repealed)*

~~Wis. Stat. 95.21, as it may be amended from time to time, is hereby adopted as though fully set forth herein.~~

SECTION 29: **REPEAL** "7.13 Stagnant Water Pits, Holes And Excavations" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.13 Stagnant Water Pits, Holes And Excavations~~ *(Repealed)*

1. Definitions. "Hazardous depression is defined as any excavation, pit, hole, gully, ditch or depression of any nature whatsoever wherein water is accumulated and retained for more than twenty-four (24) hours; or, wherein trash, debris or odorous or otherwise objectionable material accumulates; or, which, in the judgment of the Health Commissioner otherwise constitutes a danger to the public health, welfare or safety. Drainage ditches installed or maintained by the City are not included. "Building Excavation" is defined as the excavation made for the basement or foundation of a building.
2. Public Nuisance. Hazardous depressions are hereby determined to constitute a public hazard and a nuisance.
3. Abatement.
    a. Hazardous depressions. In all cases where the Health Commissioner finds a hazardous depression constituting a public hazard or nuisance, he shall serve upon the owner of the premises, where located, a notice requiring the abatement thereof within ten (10) days of the date of the notice by filling in the depression, together with such additional measures as are, in the judgment of the Health Commissioner, necessary for abatement. In the event the owner of the premises shall neglect or refuse to abate in the manner prescribed in the notice, the Health Commissioner shall cause the abatement work to be done and the cost thereof, on the Health Commissioner's certificate, shall be assessed against the premises as a special tax and collected as are other special taxes. Filling, in all cases, shall be done with materials and in a manner approved by the Director of Public Works to insure that natural drainage is not unduly blocked or hampered.

b. Building excavations. Building excavations shall be fenced unless construction commences immediately after the excavation is completed. If a building excavation constitutes a hazardous depression, it shall be subject to abatement by the Health Commissioner, as herein before set forth. Provided, that in any event, if construction on the building excavation is not commenced within six (6) months after breaking ground, the Building Inspector shall serve an order upon the owner of the premises and the holder of any encumbrance of record that the erection of a building begin forthwith or that the excavation be filled within (15) days to lot grade. In the event the owner or encumbrance holder neglects or refuses to abate such hazard or nuisance in accordance with the order, the Building Inspector shall, either through available public agency or by contract or arrangement with private persons, fill the excavation in a manner approved by the Director of Public Works as to drainage, and the cost thereof shall be charged against the real estate and shall be a lien on such real estate and be assessed and collected as a special tax.

SECTION 30: **REPEAL** "7.159 Appeal By Operator" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.159 Appeal By Operator~~ *(Repealed)*

~~Any establishment operator aggrieved by an order of the Department may make appeal to the Public Safety Committee of the Common Council within thirty (30) days after issuance of the order. A written request for appeal, briefly stating the basis upon which it is requested, shall be submitted to the Health Commissioner, who shall notify the Committee of the appeal and schedule a hearing at which the operator has the option of appearing. The Health Commissioner, or a representative, shall attend the hearing but shall have no vote. The findings of the Committee to reaffirm, set aside or modify the order shall be conveyed to the appellant by the Health Commissioner, in writing, within fifteen (15) working days of the hearing.~~

SECTION 31: **REPEAL** "7.16 Penalties" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.16 Penalties~~ *(Repealed)*

~~Every person, firm or corporation convicted of a violation of any of the provisions of this chapter shall, for each offense, be punished by a forfeiture of not less than twenty-five dollars~~

~~($25.) nor more than one thousand dollars ($1,000.), together with the cost of prosecution; in default of payment of such forfeitures and costs, by imprisonment in the Milwaukee County House of Correction or Milwaukee County Jail until payment of such forfeitures and costs, but not in excess of the number of days set forth in sec. 800.095(1)(b)(1) of the Wisconsin Statutes, or by suspension of operating privileges, pursuant to secs. 343.30 and 345.47 of the Wisconsin Statutes. Each and every day during which a violation continues constitutes a separate offense. In addition, where appropriate, legal or equitable actions may be commenced to enjoin any person, firm, or corporation from violating any of the provisions of this chapter.~~

~~**[Ord. 6114, 8/2/1994; Ord. 6171, 6/20/1995; Ord. No. O-2008-0054, 5/5/2009; Ord. O-2010-0017, 5/18/2010; Ord. O-2011-0005, 2/1/2011; O-2014-0006, 2/4/2014]**~~

SECTION 32: **REPEAL** "7.18 Human Health Hazards" of the City Of West Allis Municipal Code is hereby *repealed* as follows:

REPEAL

~~7.18 Human Health Hazards~~ *(Repealed)*

1. Adoption of State Statutes. Except as otherwise provided herein, the provisions of Wisconsin Statutes Sections 254.55 through 254.595, as amended, relating to the regulation of human health hazards are adopted by reference.
2. Definitions.
    a. "Groundwater" means all water found beneath the surface of the City of West Allis located in sand, gravel, lime, rock or sandstone, geological formations, or any combinations of these formations.
    b. "Human Health Hazard" means a substance, activity or condition that is known to have the potential to cause acute or chronic illness, infectious disease, or death if exposure to the substance, activity or condition is not abated.
    c. "Imminent Health Hazard" means a condition that exists or has the potential to exist which should, in the opinion of the Health Commissioner or designee, be abated or corrected immediately, or at least within a twenty-four-hour period, to prevent possible severe damage to human health and/or the environment.
    d. "Person" means any individual, firm, corporation, partnership, or other organization.
    e. "Pollution" means the contaminating or rendering unclean or impure the air, land, or waters of the City of West Allis, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
    f. "Stagnant water" means any water that is not continuously in movement by natural or mechanical means that remains in its same location for more than three days.

g. "Wastewater" means water contaminated by waste materials, urine, feces, toilet paper, other human bodily fluids, water from washing or cleaning, or any other material intended to be deposited in a receptor of human waste, industrial waste, sludge, sewage or any combination thereof.

3. Prohibition. No person shall create, construct, cause, continue, maintain, or permit any human health hazard or imminent human health hazard within the City of West Allis.
4. Responsibility. The property owner is responsible for maintaining the property in a hazard-free manner and for the abatement of any human health hazard or imminent human health hazard that has been determined to exist on the property.

5. Human Health Hazards Enumerated. The following acts, omissions, places, conditions, and things are specifically declared to be human health hazards, but such enumeration shall not be construed to exclude other human health hazards:
    a. Air Pollution. The escape of excessive smoke, soot, cinders, acids, fumes, gases, fly ash, industrial dust, or other atmosphere pollutants that endanger human health or create noncompliance with applicable state or federal regulations.
    b. Waste. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, or bird, animal, or human fecal matter that is not stored in a rodent, animal, and insect-proof container.
    c. Holes and Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, or well; or any improperly abandoned, barricaded, or covered up excavation.

    d. Unburied Carcasses. Carcasses of animals, birds, or fish not intended for human consumption or food, which are not buried or otherwise disposed of in a sanitary manner within 48 hours after death.
    e. Breeding Places. Stagnant water, rotting lumber, bedding, packing material, scrap metal, or any material or substance in which flies, mosquitos, or disease-carrying insects, rats or other vermin can breed, live, nest or seek shelter.
    f. Solid Waste. Any solid waste, as defined in Wisconsin Statutes Section 289.01(33), which is stored or disposed of in noncompliance with Chapter NR 500 of the Wisconsin Administrative Code.
    g. Toxic and Hazardous Materials. Any chemical and/or biological material that is stored, used, or disposed of in such quantity or manner that is or has the potential to create a health hazard.
    h. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption. These substances include but are not limited to the chemical and/or biological substances listed in Chapter NR 809 of the Administrative Code titled "Safe Drinking Water."
    i. Private Water Supply. Any private well that is constructed, abandoned or used and/or any pump installed in non-compliance with Chapter NR 812 of the Wisconsin Administrative Code.
    j. Noxious Odors. Any use of property, substance or device that emits or causes any foul, offensive, noxious, or disagreeable odor deemed repulsive to the

physical senses of ordinary persons or to the public as a whole.

k. Wastewater. The presence of wastewater or sewage effluent from buildings on any exposed ground surface, caused by a damaged, malfunctioning, improperly constructed or inadequately maintained private sewage system or private sewage lateral; also any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable county and state codes.

l. Nonfunctioning and maintenance of building fixtures, including nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures considered necessary to ensure a sanitary condition in a public building; any public restroom which is soiled by human waste or other waste and maintained in a filthy and/or unclean manner.

m. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy, and unfit for human habitation, occupancy, or use or renders any property unsanitary or unhealthy.

n. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City of West Allis that creates noncompliance with Chapters NR 102 and NR 103 of the Wisconsin Administrative Code.

6. Inspection. The Health Commissioner or designee may inspect or cause to be inspected any property where a human health hazard or immediate human health hazard is suspected to exist.

7. Enforcement. If the Health Commissioner or designee finds a human health hazard, the hazard shall be ordered abated or removed within a reasonable time period. Notice of the abatement order shall be mailed to the property owner and occupant by certified mail, return receipt requested. Such notice shall be in writing and include a description of the real estate involved, a statement of violations, the corrective actions required, and the penalty for failure to comply with the order. Additionally, the Health Commissioner may post the abatement order on the affected property.

8. Designation of Unfit Building. If the Health Commissioner or designee discovers an unfit dwelling, dwelling unit, building, or section of a building, the Health Commissioner or designee shall designate it as a human health hazard and placard it with a sign, at each entrance or exit to it, stating that it may not be used for human habitation, occupancy, or use. The following conditions shall constitute grounds for declaring a dwelling, dwelling unit, building or section of a building unfit, but such enumeration shall not be construed to exclude other conditions:

a. One which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.

b. One which lacks sanitation facilities adequate to protect the health or safety of the occupants or of the public.

c. One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.

d. One which has been implicated as the source of a confirmed case of asbestosis.

e. One which has been confirmed to be a lead hazard, as defined in Wisconsin

Statutes Section 254.11(8g); is the residence of an individual with a confirmed case of lead poisoning, as defined in Wisconsin Statutes Section 254.11(9); and is unlikely to have the lead hazard be adequately and safely temporarily contained, in the opinion of the inspector, until lead hazard abatement occurs.

f. One which lacks potable water or a properly functioning septic system or well or an adequate and functioning heating system.

9. Occupation of Unfit Building.
    a. No person shall continue to occupy, rent, or lease a dwelling, dwelling unit, building, or section of a building for human habitation or occupancy which are declared unfit for human habitation or occupancy by the Health Commissioner or designee.

    b. Any dwelling, dwelling unit, building, or section of a building condemned as unfit for human habitation or occupancy, and so designated and marked by the Health Commissioner or designee, shall be vacated within a reasonable time, as specified by the Health Commissioner or designee.
    c. No dwelling, dwelling unit, building, or section of a building which has been condemned and marked as unfit for human habitation or occupancy shall again be used for human habitation until written approval is secured from and such placard is removed by the Health Commissioner or designee. The Health Commissioner or designee shall remove such placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.

    d. No person shall deface or remove the Health Commissioner's placard from any dwelling, dwelling unit, building, or section of a building which has been condemned as unfit for human habitation or occupancy.
    e. No person shall enter or remain in a dwelling, dwelling unit, building, or section of a building that has been condemned and placarded as unfit for human habitation without the written permission of the Health Commissioner or designee. Any person granted permission shall comply with the permission conditions.
10. Abatement. If the owner or occupant fails to comply in the time specified in the order, the Health Commissioner or designee or a person working on the City's behalf may enter the property to abate or remove the human health hazard pursuant to the procedures of this section or any applicable state statutes. The City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance by billing the owner, occupant, and/or person who has caused or permitted the nuisance and placing the expenses on the property tax roll if said expenses are not paid within thirty (30) days, pursuant to Wisconsin Statutes Section 66.0627.
11. Appeal of Order.
    a. For the purposes of this section, pursuant to Wisconsin Statutes Section 68.16, the City of West Allis is specifically electing not to be governed by Chapter 68 of the Wisconsin Statutes.
    b. The owner or occupant of the property determined to be or containing a

human health hazard may request a hearing before the Board of Health within seven (7) days of receiving the mailed abatement order. Any request shall be written, shall be filed at the West Allis Health Department, shall explain why the property is not or does not contain a human health hazard, and shall include any evidence that the property owner or occupant wishes to submit in support of the request. Upon receipt of the hearing request, the matter shall be placed on the agenda for the Board of Health to review within thirty (30) days. The appellant shall receive notice of the date, time, and place of the Board of Health meeting by first-class mail at least ten (10) days prior to the date of the meeting. The notice shall also include a notification to the appellant of an opportunity to be heard, respond to, and challenge the abatement order; present and cross-examine witnesses under oath; and be represented by counsel of the appellant's choice and at the appellant's expense.

c. If the appellant fails to appear at the Board of Health meeting, or if the appellant appears at the Board of Health meeting but no longer wishes to pursue the appeal, the appeal shall be dismissed, and the Health Commissioner or designee may enforce the abatement order. If the appellant appears at the Board of Health meeting and wishes to contest the abatement order, an evidentiary hearing shall be scheduled.
d. If the matter proceeds to hearing before the Board, the following procedures shall apply:
    i. The Health Commissioner or designee shall first present evidence in support of the abatement order.
    ii. After the Health Commissioner or designee rests, the appellant may present evidence in opposition of the abatement order.
    iii. The Health Commissioner or designee and appellant may subpoena and present witnesses. All witnesses shall testify under oath or affirmation and shall be subject to cross-examination.
    iv. The Health Commissioner or designee and appellant shall each be limited to one (1) hour for testimony unless the Chair, subject to approval of the Board, extends the time to assure a full and fair presentation.
    v. Questions by Board members or the advising City Attorney and answers to such questions shall not be counted against the time limitations.
    vi. At the close of testimony, the Health Commissioner or designee and appellant shall be given a reasonable time to make arguments upon the evidence produced at hearing.
e. At all stages of the proceedings, the following procedures shall apply:
    i. The appellant shall be entitled to appear in person or by an attorney of his/her own expense.
    ii. The Health Commissioner or designee may be represented by a prosecuting City Attorney.
    iii. The Board shall be, when required, advised by an advisory City Attorney who shall not be the same individual as the prosecuting City

Attorney.

iv. The Chair of the Board of Health shall be the presiding officer. The Chair shall direct that oaths and affirmations be administered and subpoenas issued upon request of either side. The Chair shall ensure that an orderly hearing is conducted in accordance with the provisions of this section. The Chair shall rule on objections to the admissibility of evidence. Any ruling of the Chair shall be final unless appealed to the Board and a majority vote of those members present and voting reverses such ruling.

v. An audio recording or stenographic record shall be made of all proceedings at the hearing. Any interested party may obtain a copy of the recording or transcript at his or her own expense.

f. At the close of the hearing, the Board shall deliberate and reach a decision whether to uphold the determination that the property is a human health hazard. The appellant shall be notified in writing of the Board's determination. If the Board upholds the determination that the property is a human health hazard, the property owner or occupant shall comply with the abatement order. If the appellant further contests the determination, the appellant may seek review of the decision with the circuit court within thirty (30) days of the mailing date of the written determination.

g. If a property owner or occupant does not file a timely written request for a hearing with the Board of Health, the owner or occupant waives the right to assert that the property did not meet the criteria for abatement under this section.

12. Imminent Human Health Hazard Procedure.

a. If the Health Commissioner or designee determines that an imminent human health hazard exists within the City and that great and immediate danger exists to the public health and safety, the Commissioner or designee may, without notice or hearing, issue an order reciting the existence of an imminent human health hazard constituting imminent danger to the public and requiring immediate action be taken, as s/he deems necessary, to abate the hazard. Notwithstanding any other provisions of this subsection, the order shall be effective immediately. Any person to whom such order is directed shall comply with the order immediately. Such order shall be posted on the property and mailed, by registered mail with return receipt requested, to the owner and/or occupant. In lieu of mailing, the owner and/or occupant may be personally served with the order.

b. Whenever the owner and/or occupant shall refuse or neglect to remove or abate the condition meeting the criteria set forth in Subsection (12)(a), above, and described in the order, the Commissioner or designee shall, in his/her discretion, or a person working on the City's behalf shall enter upon the premises and cause the nuisance to be removed or abated. The City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance by

billing the owner, occupant or person who has caused or permitted the nuisance and placing the expenses on the property tax roll if said expenses are not paid within thirty (30) days, pursuant to Wisconsin Statutes Section 66.0627.

13. Additional Enforcement. In addition to the penalties listed within this section, the City Attorney or designee or the Health Commissioner or designee may pursue a nuisance enforcement action against a person creating, maintaining, or permitting an imminent human health hazard or human health hazard under Chapter **18** of this Code or Wisconsin Statutes Chapter 821; a human health hazard action under Wisconsin Statutes Section 254.595; or any other legal or equitable action allowed by law.

14. Right of Health Commissioner or Designee to Inspect and Suspend Work. To ensure that abatement or correction is being properly remedied and performed in a safe manner or for any other reason, the Health Commissioner or designee may inspect the property at reasonable times and order work or abatement procedures be suspended, if necessary, to investigate or review the condition or abatement progress.
15. Severability. If any part of this section is found to be unconstitutional or otherwise invalid, the validity of the remaining parts shall not be affected.

~~**[Ord. O-2017-0038, 9/19/2017]**~~

SECTION 33: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
ORDINANCE O-2023-0011

ORDINANCE TO AMEND SECTION 19.01 OF THE WEST ALLIS REVISED MUNICIPAL CODE, RELATIVE TO REZONING 6604-20 W. MITCHELL ST. FROM I-1 TO C-3

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 6604-20 W. Mitchell St. from I-1 to C-3 in alignment with the 2040 comprehensive plan.

SECTION 1: **AMENDMENT** "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 Wis. Stat. 62.23. 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 April 21, 2023~~November 18, 2022~~

SECTION 2: **CONDITIONAL ZONING** 6604-20 W. Mitchell St. (Tax Key No. 454-0254-002), as well as any land annexed to that parcel on a later date, is conditionally rezoned from C-3 to I-1 under the following conditions: a) the only use of the property remains a tower service and b) the tower service is not discontinued for a period of 12 months. In the event any of the above conditions are not met, then the property shall automatically revert back to C-3 zoning. If the property reverts back to C-3 zoning, all nonconforming use rights for the property under Wis. Stat. 62.23(7)(h) shall apply.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on April 18, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Ray Turner	_____	_____	_____	_____
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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
ORDINANCE O-2023-0011

ORDINANCE TO AMEND SECTION 19.01 OF THE WEST ALLIS REVISED MUNICIPAL CODE, RELATIVE TO REZONING 6604-20 W. MITCHELL ST. FROM I-1 TO C-3

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 6604-20 W. Mitchell St. from I-1 to C-3 in alignment with the 2040 comprehensive plan.

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

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Official West Allis Zoning Map (link)
Effective March 10, 2023~~November 18, 2022~~

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on March 10, 2023.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Ray Turner	_____	_____	_____	_____
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

_____
Rebecca Grill, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

CITY OF WEST ALLIS
NOTICE OF PUBLIC HEARING

Tuesday, March 7, 2023
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 March 7, 2023, 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 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3.

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

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

Dated at West Allis, Wisconsin, this February 13, 2023
City Clerk
PUBLISH: February 17, 2023 and February 24, 2023
O-2023-0011

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.

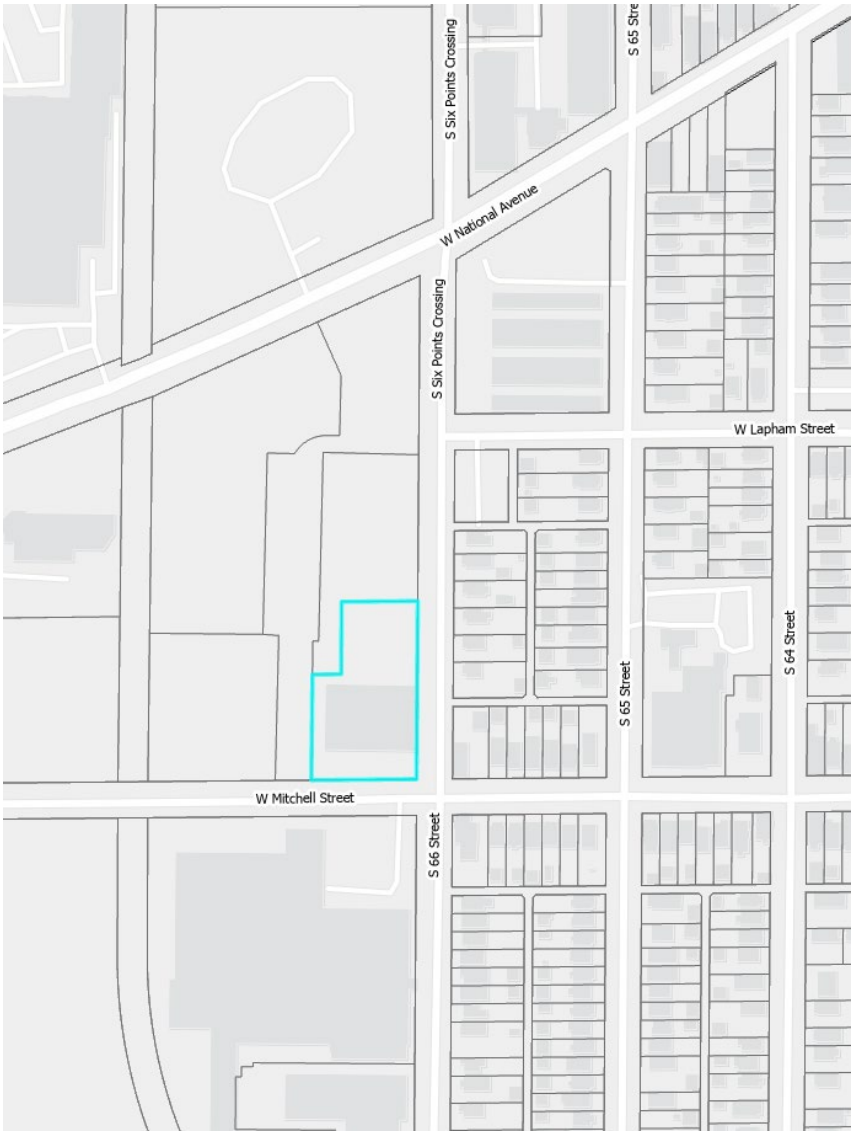
AMERICANS WITH DISABILITIES ACT NOTICE

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.

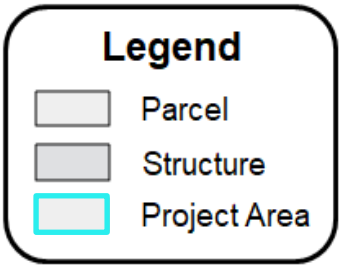
LIMITED ENGLISH PROFICIENCY STATEMENT

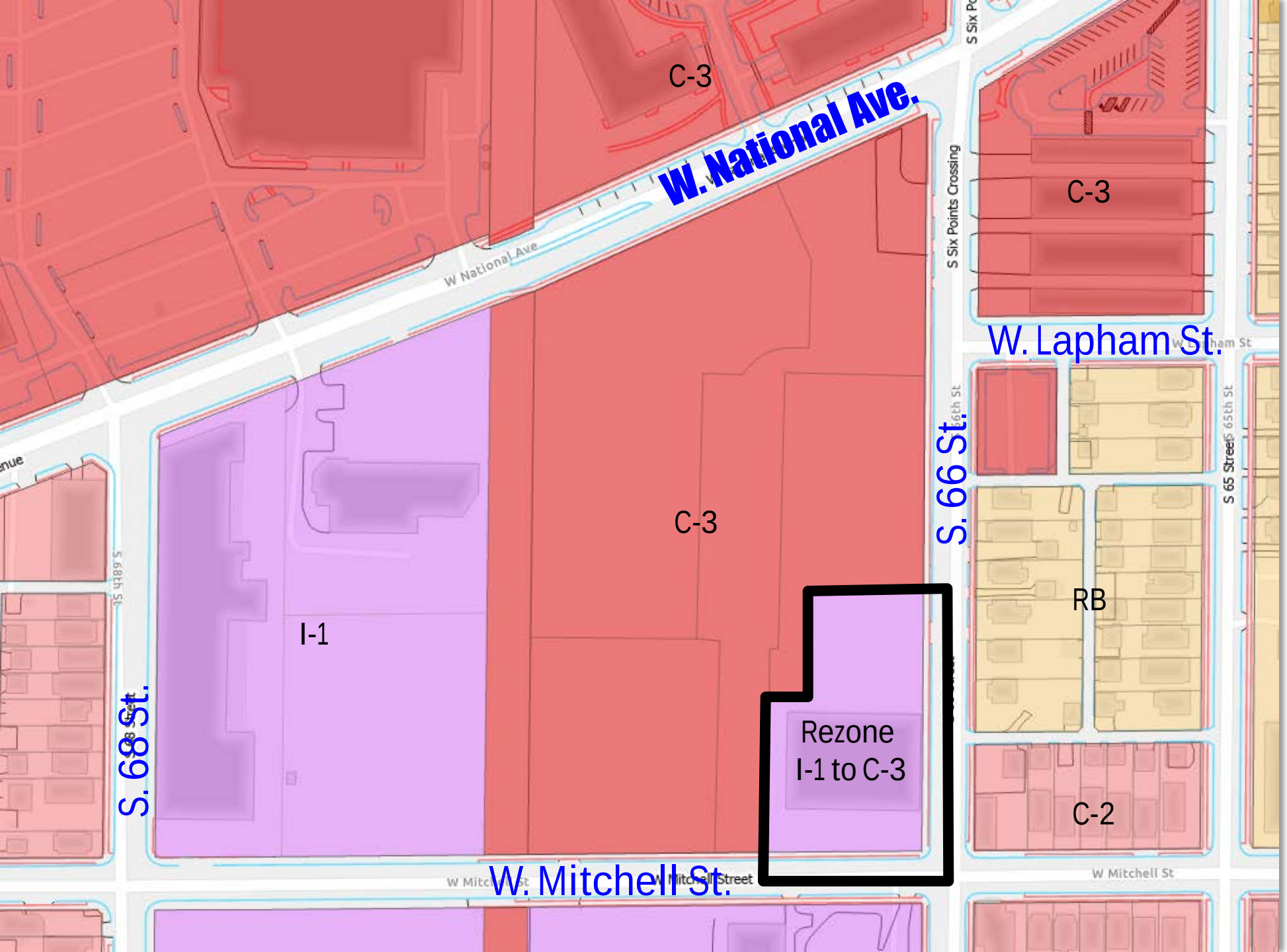
It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs,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

Ordinance to Amend Section 19.01 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3







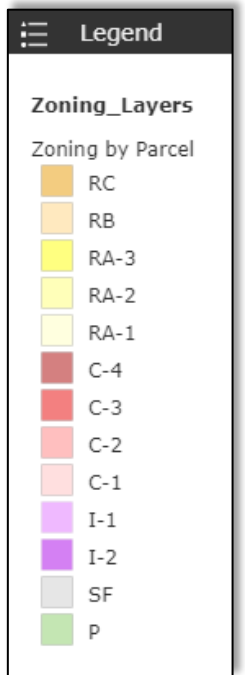


Proposed Rezoning

6604-6620 W. MITCHELL ST.
(454-0254-002)

From I-1 to C-3

Zoning



N

The Daily Reporter
225 East Michigan Street
Milwaukee, WI, 53202
Phone: 4142251801 Fax: 0

THE DAILY REPORTER

Affidavit of Publication

To: CITY Of West Allis -
7525 W Greenfield Ave
West Allis, WI, 532144648

Re: Legal Notice 2476223, Public Hearing

State of WI }
} SS:
County of Milwaukee }

I, Amanda Mahlum, being duly sworn, depose and say: that I am the Authorized Designee of The Daily Reporter, a daily newspaper of general circulation in Milwaukee, County of Milwaukee, State of WI; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Daily Reporter once each day for 2 consecutive days; and that the date of the publication were as follows: 02/17/2023 and 02/24/2023.

Publishers fee: $81.05

By: Amanda Mahlum
Amanda Mahlum

Sworn to me on this 23rd day of February 2023

By:
Russell Klingaman
Notary Public, State of WI
No. -
Qualified in Milwaukee County
My commission expires on December 31, 2023

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Common Council of the City of West Allis will conduct a public hearing on Tuesday March 7, 2023, 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 of the West Allis Revised Municipal Code, relative to rezoning 6604-20 W. Mitchell St. from I-1 to C-3. Additional project information, comments or questions or concerns can be addressed by emailing planning@westalliswi.gov or calling 414- 302-8460. You may express your opinion in writing to the clerk@westalliswi.gov, prior to the meeting, or in person at the public hearing at the above date, time and location. Dated at West Allis, Wisconsin, this February 13, 2023 City Clerk PUBLISH: February 17, 2023 and February 24, 2023 O-2023-0011
2476223/2-17-24

CITY OF WEST ALLIS
RESOLUTION R-2025-0152

RESOLUTION APPROVING AN AMENDMENT TO THE NON-EXCLUSIVE PARKING LOT LEASE AGREEMENT BY AND BETWEEN THE CITY OF WEST ALLIS AND THE DECO VENUES, LLC., WHICH IS THE OWNER OF THE PROPERTY LOCATED AT 7546 W. GREENFIELD AVE., FOR PARKING IN THE CITY-OWNED PARKING LOTS LOCATED AT 7525 W. GREENFIELD AVE. AND 14 S. 75 ST.**

WHEREAS, on February 11, 2025, the Common Council of the City of West Allis approved R-2025-0069, the Non-Exclusive Parking Lot Lease Agreement ("Agreement") between, The Deco Venues, LLC. ("Developer") and the City of West Allis ("Grantor")

WHEREAS, the Developer has requested that an amendment be made to the Agreement, to have the term of the Agreement commence upon the opening of the event space at 7546 W. Greenfield Ave. ("Development Property"), rather than on September 1, 2030;

WHEREAS, to facilitate the investment in the property and orderly parking for downtown West Allis the Developer requested access and use of the City of West Allis ("Grantor") owned parking lot, located at 7525 W. Greenfield Ave. and 14** S. 75 St. ("Access Property") that is associated with the West Allis City Hall Parking; and,

WHEREAS, Grantor is willing to permit Developer access and use of the Access Property pursuant to the terms of the Non-Exclusive Parking Lot Lease Agreement ("Agreement") ("Exhibit A").

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached amended Agreement, by and between the City of West Allis and Deco Venues, LLC., for the use of the parking lots located at 7525 W. Greenfield Ave. and 14** S. 75 St., is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City of West Allis.

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

SECTION 1: **ADOPTION** "R-2025-0152" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0152*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

NON-EXCLUSIVE PARKING LOT LEASE AGREEMENT

This Non-Exclusive Parking Lot Lease Agreement ("Agreement") is entered into as of February 11, 2025, by and between the City of West Allis ("Lessor") who owns the north parking lots located at 7525 W. Greenfield Ave. (tax key 453-0340-002) and 14** S. 75 St. West Allis, Wisconsin (tax key 453-0316-001) (combined, "Access Property"), and The Deco Venues, LLC. ("Lessee"), which is the owner of the property located at 7546 W. Greenfield Ave., West Allis, WI (the "Development Property").

Whereas, Lessee is opening an event space on the Development Property.

Whereas, to facilitate investment in the underutilized Development Property, Lessee has requested to utilize the Access Property during evening hours for vehicle parking to support the event space use at the Development Property.

Whereas, Lessor is willing to permit Lessee access and use of the Access Property pursuant to the terms of this Agreement.

Now Therefore, in consideration of the mutual conditions and covenants that are contained herein, Lessor and Contractor hereby agree as follows:

1. Access/Storage. Except as limited below, Lessee, and its customers, shall be permitted to non-exclusive access over and upon the Access Property for use for parking of vehicles during the hours of 5:00 p.m. to 2:30 a.m. on weekdays and 9a.m. to 2:30 a.m. on Saturday and Sundays during the Term.

2. Dates of Special Interest. The Lessee shall not have access to the Access Property on the following dates: election days, the 4th of July Parade, the Christmas Parade, during the duration of the State Fair, the first Sunday of June from 9 a.m. to 3 p.m., the first Sunday of October from 9 a.m. to 3 p.m., and any other date upon which the Lessee is notified that the Access Property is not available. The Lessor shall notify Lessee of any Access Property unavailability at least 90 days in advance for any date that falls on a Thursday, Friday, Saturday, or Sunday and, at all other times, as early as is practicable.

3. Prioritization of Parking. The Lessee shall emphasize to its customers that they should utilize the Access Property for vehicle parking through signage at the Development Property and in communication to event hosts.

4. Restoration. Lessee shall be responsible for any damage to the Access Property caused by Lessee's use of the Access Property and shall restore any damage caused by Lessee's use upon conclusion of the term, ordinary wear and tear excluded.

5. Term. The term of the Agreement shall commence upon the opening of the Development Property, and continue for 5 years from that date, and shall be automatically renewed for 5-year periods thereafter if both parties agree.

6. Rent. The Lessee shall pay to the Lessor, as base rent in the amount of Five Thousand Dollars ($5,000.00) payable in quarterly installments beginning within 7 days of the Development Property opening. Any payment for less than one year shall be prorated.

7. Use of Premise. The Lessee shall use the leased premises for on-grade parking of automobiles and no other purpose.

8. Severability. This Agreement represents the entire and integrated agreement of the Parties with

respect to the subject matter of this Agreement, and supersedes and replaces any negotiations, agreements, or other terms related to the subject matter of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

9. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in party, except by written amendment signed by each Party.
10. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that legal advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party's behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.
11. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned or electronically-conveyed signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

Lessor: City of West Allis

Signature_____ Date _____

E-mail:

_____

Address for Notice:

Lessee: The Deco Venues, LLC.

Signature_____ Date _____

E-mail:

_____

Address for Notice:

_____

CITY OF WEST ALLIS
RESOLUTION R-2025-0155

RESOLUTION TO APPROVE THE TERMS & CONDITIONS FOR AN ECONOMIC DEVELOPMENT LOAN TO OPE BREWING COMPANY LLC, LOCATED AT 6751 W. NATIONAL AVE., IN THE AMOUNT OF UP TO $150,000 UNDER THE CAPITAL CATALYST LOAN PROGRAM

WHEREAS, Ope Brewing Company LLC, a limited liability corporation created under the laws of Wisconsin, has applied for an economic development loan from the City of West Allis in the amount of Two-Hundred Thousand and 00/100 Dollars ($150,000), under the Capital Catalyst Loan Program for the expansion of production at Ope Brewing located at 6751 W. National Ave.; and,

WHEREAS, the applicant is an existing borrower with the City of West Allis, a vendor of the West Allis Farmers Market, and a three-year-old business in West Allis; and,

WHEREAS, the Capital Catalyst Loan is a special loan program established through a grant from WEDC for assisting new businesses and businesses in food production; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Ope Brewing Company, LLC has determined that the Project is eligible for funding under the Capital Catalyst Loan Program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of a Capital Catalyst Loan the purpose of completing the Project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an Economic Development Loan to Ope Brewery LLC, under the Capital Catalyst Loan Program in an amount up to $150,000, as outlined in Exhibit A hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the loan documents, including 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 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 a loan of $150,000 is funded through the Capital Catalyst Program is contingent on funds from a grant from Wisconsin Economic Development

SECTION 1: **ADOPTION** "R-2025-0155" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0155*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

_____
Tracey Uttke, City Clerk, City Of West Allis

Presiding Officer

_____
Dan Devine, Mayor, City Of West Allis

March 4, 2025

West Allis, WI 53214

Dear John Onopa and Kyle Ciske:

Pursuant to your application and information provided by you regarding the purchase of operating equipment for increased brewing capacity at their location located at 6751 W. National Ave. The Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise, and the following specific terms and conditions:

1. Borrower. The Borrowers shall be John P. Onopa and Kyle Ciske, owners of Ope Brewing Company LLC, a Wisconsin Limited Liability Company, with current business located at 6751 W. National Avenue, West Allis, WI 53214.

2. Guarantors. John P. Onopa and Kyle E. Ciske

3. Project. Loan proceeds are to be used for the purchase of operating equipment for increased brewing capacity.

4. Loan Amount. The loan amount shall not exceed One Hundred Fifty Thousand Dollars ($150,000) comprised of the following:

   A. $150,000 loan as part of the Capital Catalyst Loan Program. Funding source – Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City.

5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be five percent (5%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.

6. Term. The term of the $150,000 loan portion shall be twenty (20) years.

7. Payments.

   Payments for the $150,000 loan will be as follows:

   - Interest only payments for the first 6 months following the date of closing. Principal and interest payments for the remainder of the life of the loan, which is 19.5 years. Interest on the loan will be 5%

8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment,which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.

9. Security. As security for the loan, the Borrower will deliver to the City:

A. A General Business Security Agreement on the assets purchased with City of West Allis funds.

B. An Unlimited Personal Guaranty from John P. Onopa and Kyle E. Ciske in an amount equal tothe outstanding balance due on the loan

10. Loan Processing Fee. A non-refundable fee of One Thousand Five Hundred Dollars ($1,500.00) to be paid upon acceptance and delivery of this Commitment. The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.

11. Maturity Date. The $150,000 portion of the loan shall mature in March, 2045.

12. Closing Date. The loan shall close on or before March 31, 2025.

13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.

14. Federal Identification Number. Borrower must provide a federal identification number to the City.

15. Job Creation/Retention. Borrower agrees to the following:

To create three (3) full-time equivalent permanent positions over the next two (2) years.

16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before April 1, 2025 along with the non-refundable loan processing fee and the written guarantee of the loan by John P. Onopa and Kyle E. Ciske. If not so accepted, the City shall have no further obligation hereunder.

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

Ope Brewing Company LLC

Date: _____ By: _____
John P. Onopa, Owner

Date: _____ By: _____
Kyle E. Ciske, Owner

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss
Executive Director

Date: _____

CITY OF WEST ALLIS
RESOLUTION R-2025-0156

RESOLUTION TO APPROVE THE TERMS & CONDITIONS FOR AN ECONOMIC DEVELOPMENT LOAN TO BARS AND RECREATION INC., D/B/A SSBMKE, INC., LOCATED AT 6325 W. NATIONAL AVE., IN THE AMOUNT OF $50,000

WHEREAS, Bars and Recreation Inc., d/b/a SSBMKE, Inc., has applied for a loan from the City of West Allis in the amount of Fifty Thousand and 00/100 Dollars ($50,000) under the Instore Economic Development Loan Program to support the establishment of an entertainment venue at 6325 W. National Ave., West Allis; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Bars and Recreation Inc., d/b/a SSBMKE, Inc., and has determined that the project is eligible for funding under the National Avenue Commercial Corridor Instore Economic Development Loan Program; and,

WHEREAS, the Economic Development Loan Task Force has recommended approval of an Economic Development Loan for the purpose of completing the project.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves an Economic Development Loan to Bars and Recreation Inc., d/b/a SSBMKE, Inc., for the establishment of a new business at 6325 W. National Avenue, in an amount up to $50,000 as outlined in Exhibit A hereto and incorporated herein by reference.

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

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

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

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

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

SECTION 1: **ADOPTION** "R-2025-0156" of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0156*(Added)*

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL _____.

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

Attest

Presiding Officer

_____
Tracey Uttke, City Clerk, City Of West Allis

_____
Dan Devine, Mayor, City Of West Allis

March 4, 2025

Marla Poytinger

6325 W. National Ave
West Allis, WI 53214

Dear Marla & David,

Pursuant to your application and information provided by you regarding the establishment of an entertainment venue to be located at 6325 W. National Avenue, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be SSBMKE, Inc. with current business located at N28W27542 Peninsula Drive, Pewaukee, WI 53072

2. Guarantors. Marla Poytinger and David Poytinger

3. Project. Loan proceeds are to be used for the establishment of an entertainment venue business located at 6325 W. National Avenue, West Allis, WI 53214

4. Loan Amount. The loan amount shall not exceed Fifty Thousand Dollars ($50,000) comprised of the following:

   $50,000 Forgivable Loan under draft concept for Instore Program that will be used for National Avenue Commercial Corridor. Funding source – CDBG. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City. The loan will have monthly interest payments with a pro-rated portion of principal forgiven at the anniversary of occupancy.

5. Interest Rate. (To be computed on basis of 360-day year.) Today, the interest rate is five and a half percent (5.5%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.

6. Term. The term of this loan shall be 5 years.

7. Payments. Payments will be as follows:

   - No interest or principal payments for the first 6 months following the date of closing.
   - Interest only payments commencing on the 7th month of the loan.

8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.

9. Security. As security for the loan, the Borrower will deliver to the City:

A. General Business Security Agreement on the assets purchased with City of West Allis funds.

B. Unlimited Personal Guaranty from Marla Poytinger and David Poytinger in the amount of the loan

10. Loan Processing Fee. A non-refundable fee of Five Hundred Dollars ($500.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.

11. Maturity Date. This loan shall mature on April 1 2030.

12. Closing Date. The loan shall close on or before April 1, 2025.

13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.

14. Job Creation/Retention. Borrower agrees to the following:

To create three (3) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) or two (2) or more positions are to be held by low-to-moderate income persons. (Attachment A).

15. General Conditions. All the terms and conditions contained in the attached "General Conditions" (Exhibit No. 1) for economic development loans and "Federal Requirements" (Attachment B) are incorporated into this Commitment.

16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before April 1, 2025, along with the non-refundable loan processing fee and the written guarantee of the loan by Marla Poytinger and David Poytinger. If not so accepted, the City shall have no further obligation hereunder.

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

SSBMKE, Inc.

Date: _____ By: _____
Marla Poytinger, Owner

Date: _____ By: _____
David Poytinger, Owner

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss,
Executive Director

Date: _____
Attachments

City Clerk
clerk@westalliswi.gov

February 24, 2025

Joseph Fiumefreddo
3928 N. 80th Street
Milwaukee, WI 53222

RE: Operator's License Application Review

Dear Joseph;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 4, 2025 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

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

Pursuant to Wisconsin Statute Section 111.335(4)(d)1, competent evidence of rehabilitation may include:

- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.

City Clerk
clerk@westalliswi.gov

February 26, 2025

Moises Martinez
1346 S 111 St
West Allis, WI 53214

RE: Operator's License Application Review

Dear Moises;

Your application for an Operator's/Bartender License is scheduled for a televised hearing before the Public Safety Committee on: **March 4, 2025 at 7:00 pm in Room 128 at West Allis City Hall, 7525 W. Greenfield Avenue, West Allis.**

The reason for the hearing is based upon information from your background check relating to conviction(s) for a felony, misdemeanor, or other offense; and/or habitual law offenses. The circumstances of the offenses substantially relate to the operation of a licensed premise because the conduct demonstrates irresponsible or illegal use of alcohol and/or drugs and/or noncompliance with licensing rules and regulations.

You are allowed to show competent evidence of rehabilitation and fitness to engage in the operation of a premises licensed to serve alcohol (Wis. Stat. §111.335(4)(c)1.b.)* See page 2 for additional information.

If you fail to appear you waive your opportunity to be heard to present your evidence of rehabilitation and your license application could be denied.

Please park in the parking lot on the south side of the building. After entering the building, walk straight back to the Common Council Chambers. When the Common Council begins their recess meetings (sometime after 7PM), you will then go to Room 128.

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

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- A certified copy of a federal department of defense form showing honorable discharge or similar cessation of military service
- A copy of local, state, or federal release documents showing completion of probation, extended supervision, or parole
- Evidence that at least one year has lapsed since release from local, state, or federal custody without a new offense and compliance with terms of supervision

An applicant may also provide information regarding:

- Evidence of the nature and seriousness of the offense
- The circumstances relative to the offense, including mitigating or social conditions
- The age of the applicant at the time of the offense
- The length of time that has lapsed since the offense
- Letters of reference
- Any other relevant evidence of rehabilitation and present fitness.